AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, October 27, 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 Managers: Demetria John, Shawn Purvis, and Marty Stone
Town Clerk: Allen L. Coleman | Interim Town Attorney: Brian Meyer

English	Spanish	Chinese (Simplified)
ANNOUNCEMENTS Members of the public can 1one1m 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 1one1mation 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 (1one) 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 2027 Town Council Meeting Schedule Adoption and Confirmation of 2026-27 Council Committee Meeting Schedules

Allen Coleman, Town Clerk

CN2 Advisory Board Attendance Reports 2026 – Quarter 3

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

CN3 Agreement Multi-Year – Pyro Shows East Coast Inc. – Custom Fireworks Frenzy Show – July 03, 2027

Lisa Rashcke, Entertainment Division Manager, Town Manager's Office

CN4 Agreement Multi-Year – Axon Enterprise, Inc. – Assistive Call Taking Transcription – November 1, 2026 through October 31, 2031

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

CN5 Agreement Multi-Year Amendment - Axon Enterprise, Inc. - Master Services Agreement - Additional Body-Worn Cameras and TASERs for Seven (7) New Full-Time Positions Funded in Fiscal Year 2027

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

CN6 Annexation No. 839 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

Allen Coleman, Town Clerk

CN7 Budget Ordinance Amendment No. 2 - State Authorized Law Enforcement Officer Bonuses and Apex Utility Customer Assistance Program (UCAP)

Jessica Hoffman, Director, Budget and Performance Management Department

CN8 Contract Award - Alliant Insurance Services, Inc. - Town's Benefits Broker - January 1, 2027 through December 31, 2031

Courtney Jones, HR Manager – Talent and Benefit, Human Resources Department

CN9 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN10 Fee-In-Lieu Recommendation – Residential Vimb Subdivision – 0 Smith Road – 14 Single Family Detached Units - $4,325.07 per unit

Angela Reincke, Asst. Dir. – Parks Planning and Operations, Parks, Rec. and Cult. Res. Dept.

CN11 Unified Development Ordinance (UDO) Amendments - September 2026- Statement

Bruce Venable, Planner III, Planning Department

TOWN COUNCIL COMMITTEE REPORTS

TR1 Governance, Fiscal Stewardship, and Internal Support Council Committee Report – Thursday, October 15, 2026

Councilmember Edward Gray, Committee Chair

TOWN MANAGER'S REPORT

TOWN CLERK'S REPORT

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 artists.

PROCLAMATIONS / SPECIAL PRESENTATIONS

PR1 Proclamation – American Indian Heritage Month – November 2026

Mayor Jacques K. Gilbert

PR2 Proclamation Recognizing Excellence in STEM Innovation – Apex High School AETHER-12 Team

Mayor Jacques K. Gilbert and Councilmember Arno Zegerman

PR3 Town Asphalt Pavement Condition and Management Workplan Update

Amir Nezarati, Transportation Engineering Manager, Trans. and Infrastructure Dev. Dept.

Steve Lander, P.E., Owner, Pavement Navigators (Contractor)

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. 836 – 1409 Goodwin Road – 8.93 acres – Associated w/Rezoning Case No. 26CZ08

Thomas Rayle, Planner II, Planning Department

AND

PH2 Rezoning Case No. 26CZ08 – 1409 Goodwin Road

Thomas Rayle, Planner II, Planning Department

PH3 Rezoning Case No. 26CZ02 – Jessie Commons PUD Amendment

June Cowles, Senior Planner, Planning Department

PH4 Rezoning Case No. 26CZ10 – Veridea Expansion V

Bruce Venable, Planner III, Planning Department

REGULAR MEETING AGENDA – *None Anticipated*

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 Steve Adams, Real Estate and Utilities Acquisition Specialist

NCGS §143-318.11(a)(5):

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

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 Mayor Jacques K. Gilbert

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."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt the 2027 Regular Schedule of Meetings for the Apex Town Council and confirm the 2026-27 Council Committee Schedules for the following committees:

- Governance, Fiscal Stewardship, and Internal Support Committee
- Public Safety Committee
- Responsible Development Committee

Approval Recommended?

Yes

Item Details

In accordance with North Carolina General Statute (NCGS) § 160A-71(a), the Town Council shall establish the time and place of its regular meetings, with state law providing for a minimum of one regular meeting per month when no schedule has been established. Additionally, pursuant to N.C.G.S. § 143-318.12(a), a current schedule of regular meetings, identifying the time and location of each meeting, shall be maintained on file with the Town Clerk. The adopted schedule shall also be made publicly available on the Town's website in accordance with N.C.G.S. § 143-318.12(d). These requirements promote transparency, public awareness, and accessibility to meetings of the governing body and its committees.

The Apex Town Council annually adopts a regular meeting schedule establishing the dates, times, and locations of its Regular Meetings and Work Sessions for the upcoming calendar year. Unless otherwise noted in the adopted schedule, the Town Council follows the established meeting schedule:

- **Regular Town Council Meetings:** Second and fourth Tuesdays of each month.
- **Regular Town Council Work Sessions:** Third Tuesday of each month.

In addition to the 2027 Town Council Regular Schedule of Meetings, the Council is being asked to formally confirm the previously developed 2026–2027 meeting schedules for the following Council Committees:

- Governance, Fiscal Stewardship, and Internal Support Committee
- Public Safety Committee
- Responsible Development Committee

All meetings are scheduled to take place at Apex Town Hall, located at 73 Hunter Street, Apex, North Carolina, unless otherwise specified in the respective meeting schedules.

Approval of this agenda item will establish the official 2027 Town Council meeting calendar and confirm the regular meeting schedules for the three Council Committees. The adopted and confirmed schedules will be maintained by the Office of the Town Clerk and made available to the public through the Town's website. Any subsequent changes to the regular meeting schedules will be communicated and noticed in accordance with applicable North Carolina Open Meetings Law requirements.

Individuals requiring special accommodations to attend meetings or requesting meeting information in an alternative format should contact the Office of the Town Clerk, located on the second floor of Apex Town Hall, at (919) 249-1260 or allen.coleman@apexnc.org. Questions regarding the meeting schedules may also be directed to the Town Clerk's Office.

Attachments

- CN1-A1: Proposed 2027 Town Council Meeting Schedule
- CN1-A2: Governance, Fiscal Stewardship, and Internal Support Committee Schedule – through June 30, 2027
- CN1-A3: Public Safety Committee Schedule – through June 30, 2027
- CN1-A4: Responsible Development Committee Schedule – through June 30, 2027

DRAFT - PENDING ADOPTION

TOWN OF APEX
Apex Town Council Meeting Schedule
Calendar Year 2027

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

Regular Town Council Meetings are held on the 2nd and 4th Tuesday of each month unless otherwise noted at Town Hall.

Regular Town Council Work Sessions are held on the 3rd Tuesday of each month unless otherwise noted at Town Hall.

All other meetings are held at Town Hall unless otherwise noted below.

The Apex Town Hall is located at 73 Hunter Street in Apex North Carolina

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

Questions should be directed to the Office of the Town Clerk by phone at 919-249-1260 or by email to allen.coleman@apexnc.org.

DRAFT

JANUARY 2027

- Tuesday, January 12, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, January 14, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, January 26, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, January 28, 2027 – Quarterly Town Council Work Session – 3:30 p.m.

FEBRUARY 2027

- Tuesday, February 09, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Wednesday, February 10, 2027 – Annual Retreat – ALL DAY
- Thursday, February 11, 2027 – Annual Retreat – ALL DAY
- Friday, February 12, 2027 – Annual Retreat – ALL DAY

- Tuesday, February 16, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Thursday, February 18, 2027 – Appointed Employees Goals Check-in – 5:00 p.m.
- Tuesday, February 23, 2027 – Regular Town Council Meeting – 6:00 p.m.

MARCH 2027

- Thursday, March 04, 2027 – Legislative Breakfast – 7:30 a.m.
- Tuesday, March 09, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, March 16, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, March 23, 2027 – Regular Town Council Meeting – 6:00 p.m.

APRIL 2027

- Thursday, April 08, 2027 – Joint Collaboration Meeting – 5:30 p.m.
- Tuesday, April 13, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, April 15, 2027 – Town Manager's Recommended Budget Presentation – 3:00 p.m.
- Tuesday, April 20, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, April 27, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, April 29, 2027 – Quarterly Town Council Work Session – 3:30 p.m.

MAY 2027

- Thursday, May 6, 2027 – Budget Work Session – 12:00 noon
- Tuesday, May 11, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, May 18, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, May 25, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, May 27, 2027 – Budget Work Session – 12:00 noon

JUNE 2027

- Monday, June 7, 2027 – Joint Collaboration Meeting – 5:30 p.m.
- Tuesday, June 8, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, June 15, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, June 22, 2027 – Regular Town Council Meeting – 6:00 p.m.

JULY 2027
NONE PROPOSED

AUGUST 2027

- Tuesday, August 10, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, August 17, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, August 24, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Monday, August 30, 2027 – Joint Collaboration Meeting – 5:30 p.m.

SEPTEMBER 2027

- Tuesday, September 14, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, September 21, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, September 28, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Thursday, September 30, 2027 – Quarterly Town Council Work Session – 3:30 p.m.

OCTOBER 2027

- Thursday, October 7, 2027 – Strategic Planning Session – 12:00 noon
- Tuesday, October 12, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, October 19, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, October 26, 2027 – Regular Town Council Meeting – 6:00 p.m.

NOVEMBER 2027

- Tuesday, November 9, 2027 – Regular Town Council Meeting – 6:00 p.m.
- Tuesday, November 16, 2027 – Regular Town Council Work Session – 3:30 p.m.

DECEMBER 2027

- Wednesday, December 01, 2027 – Organizational Meeting – 6:00 p.m.
- Thursday, December 9, 2027 – Regular Town Council Work Session – 3:30 p.m.
- Tuesday, December 14, 2027 – Regular Town Council Meeting – 6:00 p.m.

DRAFT

Town of Apex

Governance, Fiscal Stewardship, and

Internal Support Council Committee

Schedule Fiscal Year 2026 – 2027

ADOPTED OCTOBER 15, 2026

- Thursday, December 3, 2026 – 5:00 p.m. – Virtual
- Thursday, January 21, 2027 – 5:00 p.m.
- Thursday, March 18, 2027 – 5:00 p.m.
- Tuesday, April 20, 2027 – 5:00 p.m. – Budget Development
- Thursday, April 22, 2027 – 5:00 p.m. – Budget Development
- Thursday, June 03, 2027 – 5:00 p.m.

All meetings will be held at Apex Town Hall located at 73 Hunter Street Apex, North Carolina.

Questions should be directed to the Office of the Town Clerk by email at allen.coleman@apexnc.org or by telephone at 919-249-1260.

- Thursday, November 05, 2026 – 3:00 p.m.
- Thursday, December 03, 2026 – 3:00 p.m.
- Thursday, January 07, 2027 – 3:00 p.m.
- Thursday, February 04, 2027 – 3:00 p.m.
- Thursday, March 04, 2027 – 3:00 p.m.
- Thursday, April 01, 2027 – 3:00 p.m.
- Thursday, May 06, 2027 – 3:00 p.m.
- Thursday, June 03, 2027 – 3:00 p.m.

All meetings will be held at Apex Town Hall located at 73 Hunter Street Apex, North Carolina.

Questions should be directed to the Office of the Town Clerk by email at allen.coleman@apexnc.org or by telephone at 919-249-1260.

- Friday, November 20, 2026 – 8:30 a.m.
- Friday, January 22, 2027 – 8:30 a.m.
- Friday, March 19, 2027 – 8:30 a.m.
- Friday, May 21, 2027 – 8:30 a.m.

All meetings will be held at Apex Town Hall located at 73 Hunter Street Apex, North Carolina.

Questions should be directed to the Office of the Town Clerk by email at allen.coleman@apexnc.org or by telephone at 919-249-1260.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 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 Three (3) for calendar year 2026, covering July 1, 2026, through September 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 rolling twelve (12) month period shall be cause for dismissal

Following the acceptance of this report, the Town Clerk shall send warning letters to individuals who have attended between **90 percent (90%) and 75 percent (75%)** of the meetings held during the rolling twelve (12) month period **or** members who have missed a significant number of meetings in calendar year 2026 thus far and identified to be "at risk" for removal.

Members identified below in **RED** have exceeded the allowable number of absences during the previous 12-month period and are recommended for removal based on the previously adopted administrative policy.

Members identified below in **PURPLE** are at a warning status and will receive a letter from the Town Clerk's Office. 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 2025-2026	Notes
Board of Adjustment (BOA)	**Umesh Pai**	**75%**	**Missed 2 of 8 Meetings Held**
Board of Adjustment (BOA)	**William Hollenbeck**	**75%**	**Missed 2 of 8 Meetings Held**
Culture and Arts Advisory Board (CAAB)	**Aspen Ambrose**	**72%**	**Missed 2 of 7 Meetings Held**
Environmental Advisory Board (EAB)	**Anne Gary**	**63%**	**Missed 3 of 8 Meetings Held; She Resigned Effective October 12, 2026**
Environmental Advisory Board (EAB)	**Bill Jensen**	**86%**	**Missed 1 of 7 Meetings Held**
Multimodal Transportation Advisory Board (MTAB)	**NONE**	**N/A**	**N/A**
Parks and Recreation Advisory Board (PRAB)	**Darryl Lanier**	**75%**	**Missed 2 of 8 Meetings Held**

Parks and Recreation Advisory Board (PRAB)	**Jeremy Croom**	**88%**	**Missed 1 of 8 Meetings Held**
Parks and Recreation Advisory Board (PRAB)	**Johnnie Strickland**	**75%**	**Missed 2 of 8 Meetings Held**
Parks and Recreation Advisory Board (PRAB)	**Lisa Montoya**	**78%**	**Missed 2 of 8 Meetings Held**
Planning Board	**Stephen Rhodes**	**77%**	**Missed 3 of 13 Meetings Held**
Planning Board	**Sarah Soh**	**77%**	**Missed 3 of 13 Meetings Held**

Attachments

- CN2-A1: Board of Adjustment Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A2: Board of Adjustment Attendance Report 2026 – Quarter 3
- CN2-A3: Culture and Arts Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A4: Culture and Arts Advisory Board Attendance Report 2026 – Quarter 3
- CN2-A5: Environmental Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A6: Environmental Advisory Board Attendance Report 2026 – Quarter 3
- CN2-A7: Multimodal Transportation Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A8: Multimodal Transportation Advisory Board Attendance Report 2026 – Quarter 3
- CN2-A9: Parks and Recreation Advisory Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A10: Parks and Recreation Advisory Board Attendance Report 2026 – Quarter 3
- CN2-A11: Planning Board Attendance Report 2025 – Quarter 4 – Reference Only
- CN2-A12: Planning Board Attendance Report 2026 – Quarter 3

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 - Q3

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
BOA-001	Carmac	Robert	ETJ Rep; Chair	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	7	7	0	100%	
BOA-002	Gerhard	Billy	*Alternate 3*	Cancelled Meeting	**NA**	**NA**	**NA**	Cancelled Meeting	Present	Present	Present	Present	4	4	0	100%	Gerhard effective 6/1/2026
BOA-003	Barnes	Aaron	*Alternate 2*	Cancelled Meeting	**NA**	**NA**	Present	Cancelled Meeting	Present	Present	Present	***Absent***	5	4	1	80%	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	Present	Present	Present	7	6	1	86%	
BOA-005	Hollenbeck	William (Pat)	Regular Member	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	**Absent**	7	6	1	86%	
BOA-006	Angel	Casey	*Alternate 1*	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	***Absent***	Present	Present	7	6	1	86%	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	***Absent***	***Absent***	Present	7	5	2	71%	
BOA-008	Sico	Heidi-Marie	Regular Member	Cancelled Meeting	Present	Present	***Absent - Alternate 3***	Cancelled Meeting	***Absent - Alternate 3***	Present	***Absent***	Present	7	6	1	86%	Heidi was not offcial "Reguar Member" until August 2026.
Total Members Present	**8**			**0**	**6**	**5**	**6**	**0**	**7**	**6**	**6**	**6**					

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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	NA	NA	NA	7				
Senior Planner	Cowles	June	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	7				
Planner II	Rayle	Thomas	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	7				
Deputy Town Clerk	Gentry	Ashley	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	7				
Assistant Town Attorney	Welch	Chris	Professional Staff	Cancelled Meeting	Present	Present	Present	Cancelled Meeting	Present	Present	Present	Present	7				

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

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 - Q3

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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	Cancelled Meeting	Present	Present	5	5	0	100%	
CAAB-002	Bryant	Bethany	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Present	5	5	0	100%	
CAAB-003	Durham	Sean	Vice-Chair	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	NA - Vacant	NA - Vacant	3	3	2	100%	Sean Durham maxed term June 2026- Christy Famalore appointed at September TC meeting and starts 1st mtg October 2026
CAAB-004	Erickson	Bradley	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Present	5	5	0	100%	
CAAB-005	Kirley	Susan	Board Member	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	*Absent*	Present	5	4	1	80%	
CAAB-006	Ambrose	Aspen	Board Member	Cancelled Meeting	*Absent*	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Absent	Present	5	3	2	60%	Effective Nov.2025;
CAAB-007	Harrien	Darryl	Board Member	Cancelled Meeting	NA - Aaron Barnes	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Present	4	4	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	Cancelled Meeting	NA - Vacant	NA - Vacant	3	3	2	100%	Ranjit resigned effective August 2026 - Currently Vacant Position
CAAB-009	Corsetti	Juliana	Youth(Voting)	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	*Absent*	Cancelled Meeting	Present	Present	5	4	1	80%	
Total Members Present	9				8		9		8		5	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	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 2026 (Present/Absent)	Total Held	[redacted]	Notes
Town Clerk	Coleman	Allen	Staff	Cancelled Meeting	N/A	Cancelled Meeting	NA	Cancelled Meeting	NA	Cancelled Meeting	NA	NA	5		
Deputy Town Clerk	Gentry	Ashley	Staff	Cancelled Meeting	N/A	Cancelled Meeting	NA	Cancelled Meeting	NA	Cancelled Meeting	NA	NA	5		
Assistant Director	Godfrey	Jamilia	Professional Liaison	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Present	5		
Cultural Arts Center Manager	Wray	Taylor	Professional Liaison	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	Cancelled Meeting	Present	NA	5		

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

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 - Q3

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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	CANCELLED	Present	Present	7	7	0	100%	
EAB-002	Landoll	Courtney	Board Member	NA -Changling Hu	NA -Changling Hu	NA -Changling Hu	NA -Changling Hu	NA -Changling Hu	CANCELLED	CANCELLED	Present	Present	2	2	0	100%	Ms. Hu resigned effective May 2026; Courtney Landoll replaced Hu eff. 7/1
EAB-003	Nallavolu	Ramesh	Board Member	NA - Sandra Villasenor	NA - Sandra Villasenor	NA - Sandra Villasenor	NA - Sandra Villasenor	NA - Sandra Villasenor	CANCELLED	CANCELLED	Present	Present	2	2	0	100%	Ms. Villasenor resigned effective May 2026; Ramesh Nallavolu replaced Villasenor eff.7/1
EAB-004	Valle	Daniel	Chair	NA - Patrick Adams	NA - Patrick Adams	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	5	5	0	100%	Daniel Valle effective March 2026
EAB-005	Garrison	John	Board Member	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	7	7	0	100%	
EAB-006	Jensen	Bill	Board Member	*Absent*	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	7	6	1	86%	
EAB-007	Gary	Anne	Board Member	Present	*Absent*	Present	Present	Present	CANCELLED	CANCELLED	Present	*Absent*	7	5	2	71%	Anne Gary resigned 10/12/2026
EAB-008	Moller	Njeri	Vice Chair	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	7	7	0	100%	
EAB-009	Ripper	Melissa	Board Member	NA - Sean Crowell	NA -Sean Crowell	Present	*Absent*	Present	CANCELLED	CANCELLED	Present	Present	5	4	1	80%	Melissa Ripper effective 3/2026; replaced Sean Crowell
EAB-010	Pierson	Kimberly	Board Member	NA - Mark Schwegel	NA - Mark Schwegel	NA - Mark Schwegel	NA - Mark Schwegel	NA - Mark Schwegel	CANCELLED	CANCELLED	Present	Present	2	2	0	100%	Mark Schwegel resigned effective June 2026; Kimberly Pierson replaced Mark eff 7/1
EAB-011	Joshi	Dhvani	Youth (Voting)	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	7	7	0	100%	
Total Members Present	11			10	7	11	9	9			11	10					
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)**	**July 2026 (Present/Absent)**	**August 2026 (Present/Absent)**	**September 2026 (Present/Absent)**	**Total Held**	**Total Attended**	**Total Missed**	**Attendance % YTD - 2026**	**Notes**
Assistant Planning Director	Bunce	Amanda	Professional Staff	NA	NA	NA	NA	NA	CANCELLED	CANCELLED	NA	Present	7				
Town Clerk	Coleman	Allen	Professional Staff	Present	NA	Present	NA	NA	CANCELLED	CANCELLED	NA	NA	7				
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	Present	Present	CANCELLED	CANCELLED	NA	NA	7				
Mayor Pro-Tempore	Mahaffey	Terry	Governing Body	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	Present	7				
Environmental Programs Coordinator	Skinner	Nora	Board Liaison	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	NA	7				
Planner III	Vanable	Bruce	Professional Staff	Present	Present	Present	Present	Present	CANCELLED	CANCELLED	Present	NA	7				

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

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 - Q3

Advisory Board	Last Name	First Name	Position	January 2026 (Present/Absent)	March 2026 (Present/Absent)	May 2026 (Present/Absent)	July 2026 (Present/Absent)	September 2026 (Present/Absent)	Total Held	Total Attended	Total Missed	Attendance % YTD - 2026	Notes
MTAB-001	Williams	Gaye	Board Member	Present	Present	Present	Present	Present	5	5	0	100%	
MTAB-002	Toppe	Noah	Vice-Chair	Present	Present	Present	Present	Present	5	5	0	100%	
MTAB-003	Kirley	Patrick	Board Member	Present	Present	Present	Present	Present	5	5	0	100%	
MTAB-004	Barrett	Linda	Chair	Present	Present	***Absent***	Present	Present	5	4	1	80%	
MTAB-005	Brunner	Elizabeth	Board Member	Present	Present	Present	Present	Present	5	5	0	100%	
MTAB-006	Vacant	Vacant	Board Member	***Present***	***NA***	***NA***	***NA***	***NA***	0	0	0		Wendy Perry Resigned June 2026
MTAB-007	Jain	Saket	Board Member	NA - Mark Spanioli	NA - Mark Spanioli	Present	***Absent***	Present	3	2	1	67%	Mark Spanioli Transferred to PB May 2026 and Saket Jain took term May 2026
MTAB-008	Ahler	Jennifer	Board Member	Present	Present	Present	Present	Present	5	5	0	100%	
MTAB-009	Kadari	Samkisha	Youth (Voting)	Present	Present	Present	***Absent***	Present	5	4	1	80%	
Total Members Present	**9**			**8**	**7**	**7**	**6**	**8**					

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)	September 2026 (Present or NA)	Total Held	Total Attended	Notes
Town Clerk	Coleman	Allen	Professional Staff	Present	NA	NA	NA	Present	4		
Long-Range Planning Manager	Cox	Shannon	Professional Staff	Present	Present	Present	Present	Present	5		
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	NA	NA	NA	5		
Sr. Planner - Long-Range Transit	Schwing	Katie	Professional Staff	Present	Present	Present	Present	Present	5		
Senior Planner	Shouse	Jenna	Professional Staff	Present	Present	Present	Present	Present	5		
Planner II	Watson	Chris	Board Liaison	Present	Present	Present	NA	Present	5		
Town Councilmember	Zegerman	Arno	Governing Body	Present	Present	Present	NA	Present	4		

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

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 - Q3

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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**	Present	Present	**Cancelled Meeting**	6	5	1	83%	
PRAB-002	Croom	Jeremy	Board Member	Present	*Absent*	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6	5	1	83%	
PRAB-003	Blatchford	Mary	Board Member	Present	Present	**Cancelled Meeting**	Present	*Absent*	**Cancelled Meeting**	*NA - Vacant*	*NA - Vacant*	**Cancelled Meeting**	6	5	1	83%	Mary Lee Blanchford maxed out term.
PRAB-004	Strickland	Johnnie	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	*Absent*	Present	**Cancelled Meeting**	6	5	1	83%	
PRAB-005	Baber	Robert	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6	6	0	100%	
PRAB-006	Esterrich	Lisa	Vice-Chair	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6	6	0	100%	
PRAB-007	Singh	Abhishek	Board Member	**NA**	**NA**	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	4	4	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**	*Absent*	Present	**Cancelled Meeting**	6	4	2	67%	Montoya - did not miss any meetings in 2025- **Currenly at 78%** year total
PRAB-009	Vosburg	Nick	Board Member	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6	6	0	100%	
PRAB-010	Rao	Adhvik	Youth (Non-Voting)	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6	6	0	100%	
Total Members Present	**10**			**8**	**7**		**10**	**9**		8	**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)**	**July 2026 (Present/Absent)**	**August 2026 (Present/Absent)**	**September 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**	NA	NA	**Cancelled Meeting**	6	[redacted]			
Deputy Town Clerk	Gentry	Ashley	Professional Staff	NA	NA	**Cancelled Meeting**	NA	Present	**Cancelled Meeting**	NA	NA	**Cancelled Meeting**	6				
Asst. Director	Godfrey	Jamila	Professional Staff	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	**Present**	**Cancelled Meeting**	6				
Executive Assistant	Pearson	Candice	Board Liaison	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6				
Assistant Director	Reincke	Angela	Professional Staff	NA	Present	**Cancelled Meeting**	Present	NA	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6				
Director of PRCR	Setzer	Craig	Professional Staff	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	Present	Present	**Cancelled Meeting**	6				

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

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 - Q3

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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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	NA	NA	NA	0	0	0	"	Previously occupied by Preston Mitchell
PB-002	Yule	Kristy	Board Member	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	10	10	0	100%	
PB-003	Spanioli	Mark	ETJ Member	NA	Tim Royal, ETJ Rep	Tim Royal, ETJ Rep	Tim Royal, ETJ Rep	**NA**	Present	Present	Present	Present	Present	5	5	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	Present	Present	Present	10	10	0	100%	
PB-005	Hastings	Jeff	Wake Co. Rep.	Present	Present	***Absent***	Present	Present	Present	Present	Present	Present	Present	10	9	1	90%	
PB-006	Rhodes	Steven	Board Member	***Absent***	Present	Present	Present	Present	Present	***Absent***	Present	***Absent***	Present	10	7	3	70%	Has missed 3 meetings in 2026 = **Currently at 77%** year total
PB-007	Soh	Sarah	Board Member	Present	***Absent***	Present	Present	Present	Present	Present	Present	***Absent***	Present	10	8	2	80%	Has missed 3 meetings in Decembe 2025, Special Mtg January and August 2026 = **Currently at 85%** year total
PB-008	Byrd	Alyssa	Board Member	Present	Present	Present	Present	Present	Present	***Absent***	Present	Present	Present	10	9	1	90%	
PB-009	Khodaparast	Daniel	Board Member	Present	Present	Present	Present	Present	Present	***Absent***	Present	***Absent***	Present	10	8	2	80%	
PB-010	Petersen	Mary	Apex Historical Rep.	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	10	9	0	90%	
PB-011	Renita	Stanley	Youth (Non-Voting)	Present	***Absent - not requried to attend***	***Absent***	Present	Present	***Absent***	Present	Present	Present	Present	10	7	3	70%	Renita is no longer the Non-Voting Youth Rep - she has beenr eplaced by Nathan Jeperson
Total Members Present	**11**			**8**	**8**	**8**	**10**	**9**	**9**	7	**10**	**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)	July 2026 (Present/Absent)	August 2026 (Present/Absent)	September 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	NA	NA	NA	10	[redacted]			
Assistant Planning Director	Bunce	Amanda	Professional Staff	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	10				
Traffic Engineering Manager	Dalton	Russell	Professional Staff	NA	NA	NA	Present	NA	NA	NA	NA	NA	NA	10				
Deputy Town Clerk	Gentry	Ashley	Clerks Office	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	10				
Director of Planning	Khin	Dianne	Professional Staff	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	10				
Planner III	Killian	Joshua	Professional Staff	Present	NA	Present	Present	NA	NA	Present	Present	NA	Present	10				
Lead Planning Technician	Pederson	Jeri	Board Liaison	Present	NA	Present	Present	Present	Present	NA	Present	Present	Present	10				
Senior Long Range Planner	Shouse	Jena	Professional Staff	NA	NA	NA	Present	Present	NA	NA	NA	NA	NA	10				
Planner II	Smith	Marisa	Professional Staff	NA	NA	NA	NA	NA	NA	NA	NA	Present	NA	10				
Planner III	Venable	Bruce	Professional Staff	Present	NA	NA	Present	NA	Na	NA	Present	Present	NA	10				

CLERK NOTE: **The Attendance % YTD Column represents calendar year 2026 only and not a rolling 12-months per the Resident Advisory Board Administrative Policy. Please also view the attendance report for the previous calendar year.**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Lisa Rashcke, Entertainment Division Manager

Department(s): Town Manager's Office

Requested Motion

Motion to approve the Standard Services Agreement between Pyro Shows East Coast, Inc and Town of Apex, for the Town's July 3, 2027, Independence Day fireworks display, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town's Entertainment Division is requesting approval of a Standard Services Agreement with Pyro Shows East Coast, Inc. to provide a professional fireworks display for the Town's July 3, 2027, Independence Day celebration.

The agreement includes the furnishing and execution of the fireworks display, along with associated setup and cleanup responsibilities. The total contract amount is $28,000, with an initial deposit of $14,000 (50%) due within 30 days of contract execution in FY 2026–2027 and the remaining $14,000 payable following completion of the fireworks display in FY 2027–2028.

Since the agreement includes financial obligations spanning two fiscal years, Council approval is being requested. The Town's Legal Department has reviewed the agreement.

Attachments

- CN3-A1: Standard Services Contract - Agreement Multi-Year - Pyro Shows East Coast Inc. - Custom Fireworks Frenzy Show - July 03, 2027

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

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this between, Pyro Shows East Coast, Inc, a Tennessee corporation with its principal business offices located at 115 N. First St. Lafollette, TN 37766, with a mailing address at P.O. Box 1776, LaFollette, TN 37766 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

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

1. **SCOPE OF SERVICES.**

The Contractor agrees to perform for the Town the following services:

To furnish a fireworks display, hereinafter referred to as "Show", pursuant to the attached proposal titled "Custom Fireworks Proposal Town of Apex July 3, 2027." The Show will be given on July 3, 2027 and no rain date has been selected.

II. TARIFF PROVISION: Because our pyrotechnics are products which are primarily imported into the U.S., Contractor is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Town may opt to increase their budget to absorb tariff - OR - Town may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Town elect to defer, modify, or cancel Show, Town shall notify Contractor no less than ninety (90) days prior to Show date to cancel or reduce the size of show.

III. CANCELLATION: Contractor shall determine what weather conditions prohibit Contractor from proceeding with the Show; in which case, Contractor agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Town shall remit the actual additional expenses Contractor shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Town shall remit the actual additional expenses Contractor shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Town elect to CANCEL the Show for any reason, Town must provide Contractor with thirty (30) days' written notice by certified mail, return receipt, to Contractor's address as set

forth above. Town agrees that Contractor shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay Contractor fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Town.

IV. SECURITY AREA: Town agrees to furnish sufficient space for Contractor to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Town agrees to provide adequate security protection to preclude persons unauthorized by Contractor from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of Contractor or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to Contractor prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Town.

V. SITE CLEANUP: Contractor shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Town shall be responsible for cleanup of debris located in and around the fallout zone.

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than **260** days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than **July 3rd, 2027** . If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor **the total sum of $28,000.00** to be paid according to the following schedule: **30 days** from receipt of invoice. The Town shall pay $14,000.00 as a 50% deposit within 30 days of the execution of this Agreement. A second payment of $14,000.00 shall be made within 30 days of receipt of invoice following completion of the fireworks display on July 3, 2027. 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 at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. ANTI-HUMAN TRAFFICKING.

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

of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. QUALITY AND WORKMANSHIP.

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

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000.00, 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.

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

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

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:
Jesse Salveson
115 N. 1st St.
LaFollette TN 37766
Jesse@pyroshows.com

TO TOWN: Town of Apex
Attn: Lisa Raschke
Department: Administration
PO Box 250
Apex, NC 27502
lisa.raschke@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. 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 .

Pyro Shows East Coast, Inc

X

[empty member name]
Email: jesse@pyroshows.com
Timestamp: [empty signing timestamp]

Town of Apex

X

Demetria.john@apexnc.org , Assistant Town Manager
Email: demetria.john@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]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Apex Police Department (APD)

Requested Motion

Motion to approve a multi-year agreement between Axon Enterprise, Inc, and the Town of Apex, for Assistive Call-Taking software and associated equipment to support operations within the Town's Public Safety Communications Center (911), effective through October 31, 2031, 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 five-year (5) agreement with Axon Enterprise, Inc. for Assistive Call-Taking software and associated equipment to support operations within the Town's Public Safety Communications Center. The software provides real-time call transcription and translation, artificial intelligence (AI)-assisted insights, inbound and outbound text and media capabilities, Text-to-Voice services in 20 languages, and supervisor alerts and incident flagging. These capabilities are intended to enhance emergency communications, improve operational efficiency, and assist telecommunicators in managing emergency calls.

The agreement provides for an initial 60-month subscription term, beginning upon execution, at an annual subscription cost of $10,203. Additional one-time equipment and configuration costs total $3,400, bringing the first-year cost to $13,603. The total estimated cost over the five-year term is $54,415, excluding applicable taxes. The agreement also provides for automatic 12-month renewals following the initial term unless either party provides written notice of termination at least 30 days before the expiration of the applicable term.

Attachments

- CN4-A1: Agreement Multi-Year - Axon Enterprise, Inc. - Assistive Call Taking Transcription - November 1, 2026, through October 31, 2031

Order Form #2474

Axon Enterprise, Inc.

17800 N 85th St.
Scottsdale, AZ 85255
United States of America
Joseph Broderick
jbroderick@prepared911.com

Client Information

NC - Apex Police Communications (NC)

James Neuhaus
Emergency Communications Manager
james.neuhaus@apexnc.org

Billing Info

PO Box 250
Apex | North Carolina | 27502
US

Order

This is an order for a subscription to the Prepared Communications Service specified below, which is offered by Axon Enterprise, Inc. or its affiliate ("Axon").

Initial Subscription Period	**60 months**

The Initial Subscription Period is the 60-month period commencing on the Effective Date.

Contract Period	
Effective Date	

Date that Client signs the Order for the Prepared Communications Service.

Payment Terms	**Net 30**

Payment for Service is due on the Effective Date and the start date of each Renewal Period and shall be paid in full within 30 days from receipt of invoice (Net 30).

Billing Frequency	**Annually: From Effective Date**
Proposal Expiration Date	**September 15, 2026**

Annual Subscription Fees

Product	Length	Service Period	Price per Year
Assistive Call-Taking Provides real-time call transcription and translation, AI insights, inbound and outbound text and media, Text-to-Voice in 20 languages, EED/ELS with spoken location capture, and supervisor keyword alerts and incident flagging.	**60 months**	*Effective on Buyer Signature Date*	**$10,203.00**

Plus applicable taxes.

Annual Subscription Fees

One-Time Fees

Product	Total Price

Product	Total Price
Audio Collector Hardware Kit Hardware kit required to run Prepared.	$2,400.00
Audio Collector Hardware Configuration Technical set-up and configuration of Prepared Audio Collector Hardware.	$1,000.00
Prepared Training - Virtual Session Virtual user training of the Prepared Platform.	~~$2,000.00~~ $0.00 -100%
First Year Subtotal for One-Time Fees	$3,400.00

Plus applicable taxes.

Year 1 Overall Total	$13,603.00
Year 2 Overall Total	$10,203.00
Year 3 Overall Total	$10,203.00
Year 4 Overall Total	$10,203.00
Year 5 Overall Total	$10,203.00

The following terms and conditions are incorporated by reference to this Order: (1) the Master Services and Purchasing Agreement for Agency between Axon

Enterprise, Inc. (“Axon”) and Apex Police Department – NC (“Customer” or “Agency”) dated June 27, 2023 (“Agency MSPA”), and (2) the current Axon 911 Terms of Use Appendix and the current Axon 911 Profession Services Terms Appendix, each found at https://www.axon.com/sales-terms-and-conditions (this Order, the Agency MSPA and such Axon 911 terms and conditions collectively referred to as the “Agreement”).

This document constitutes the “Quote” for purposes of the Agreement. Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Agreement.

This Agreement supersedes and replaces all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter of this Order, unless the parties have entered into a separate governing definitive written agreement. Any purchase order issued in response to this

Order is subject only to this Agreement and additional or preprinted terms on purchase orders shall have no effect. No modification of the Agreement, including this

Order, shall be binding on either party unless it is in writing and signed by both parties. Notwithstanding the foregoing, any Non-Disclosure Agreement or Confidentiality Agreement between the parties, which are currently in effect, shall apply and continue to be in full force and effect for purposes of this Order.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order, including the Agreement.

Billing Information
Name: Accounts Payable Email: Apex.Invoices@apexnc.org

Signatures

IN WITNESS WHEREOF, the Customer by its duly authorized representative has executed this Agreement as of the date of signature below (“Effective Date”).

NC – Town of Apex (Police Communications (NC))

Axon 911 Terms of Use Appendix

This Axon 911 Terms of Use Appendix ("**Appendix**") is between Axon Enterprise, Inc., on behalf of itself and its affiliates ("**Axon**") and the customer named on the Quote ("**Customer**") and is made part of the Master Services and Purchasing Agreement (currently located at https://www.axon.com/sales-terms-and-conditions) or other negotiated agreement between Axon and Customer ("**Agreement**"). This Appendix, including the Agreement, governs Customer's access to and use of Axon 911 products and services. By installing, accessing or otherwise using the Solution, Customer agrees to the terms of this Appendix and the Agreement. If Customer has purchased the Axon AI Era Plan, this Appendix also governs Customer's use of the included Axon 911 products and services. Axon 911 Core (including Carbyne APEX and Logging Recorder) is not included as part of the Axon AI Era Plan. In the event of a conflict between the Agreement and this Appendix, this Appendix will apply to the extent of such conflict as applicable to the subject matter of this Appendix.

1. **Definitions**.

   1.1. **Authorized User** means Customer's or Customer's employees, consultants, agents or contractors who are granted access to the Solution in support of Customer's internal business or operations.

   1.2. **Customer Content** means Customer's data (including data from Customer's applications which are connected to the Solution, and personal data of callers and Authorized Users), records, reports, recordings, files and content (including the content of any alert, message, video, or chat sent or received using the Solution) which are submitted to the Solution or which are generated by Customer or Authorized Users through access or use of the Solution. Customer Content does not include Third Party Content or Third Party Services.

   1.3. **Equipment** means third party hardware, licenses, equipment, applications, and materials.

   1.4. **Platform** means the hosted platform, software as a service and/or other hosted product or service which Axon makes available to Customer pursuant to this Appendix. The Platform excludes Software.

   1.5. **Privacy Policy** means the current Axon Cloud Services Privacy Policy available at https://www.axon.com/legal/cloud-services-privacy-policy.

   1.6. **Professional Services** means professional services such as implementation of the Solution, installation of equipment, integration of the Solution with Customer's applications and training.

   1.7. **Solution** means the Software and/or Platform which Axon makes available to Customer pursuant to this Appendix, which includes Axon 911 products and services such as Carbyne and Prepared products and services. The Solution does not include Third Party Content or Third Party Services.

   1.8. **Software** means the software made available to Customer for download which enables Customer and Authorized Users to access the Solution, if required. Software excludes the Platform.

   1.9. **Support Services** means the maintenance and support services provided in connection with Customer's use of the Solution in accordance with the then current Support Terms.

   1.10. **Support Terms** means the then current Axon 911 Support Terms and SLA describing the support services and service level agreement for the Solution. The Support Terms are currently available at https://www.axon.com/sales-termsand-conditions.

   1.11. **Third Party Content** means applications, materials, data and information, such as location, transcriptions, translations and any output generated by AI powered tools, which are provided by a third party and are made available to Customer through Customer's use of the Solution.

   1.12. **Third Party Services** means services such as porting phone numbers, voice services provided by Bandwidth and Twilio, connectivity services and broadband circuits provided by a third party which are passed through to Customer for use with the Solution.

2. **Permitted Use**.

   2.1. Customer will: (i) if Software is required, have the non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download and install the Software to access the Platform, and is permitted to use for Customer's internal business purposes in accordance with the applicable Quote (including any specified number of licenses, call

volume or other quantity), this Appendix and the Documentation; (ii) access and use the Solution in compliance with all applicable laws and regulations (including those relating to privacy and export); (iii) be responsible for Authorized Users' use of the Solution including any unauthorized use or breach of this Appendix. If Axon provides Customer with Axon manufactured equipment for use with the Solution (such as a serial-to-IP device or audio trigger module) Axon grants Customer a nonexclusive, non-transferable, non-sublicensable, limited, revocable right to use software installed on such Axon equipment solely for use with the Solution. Use of any features and functionalities in the Solution which are powered by AI Technology is also governed by the AI terms in the Agreement.

2.2. Axon has the right to monitor Customer's use of the Solution (but not Customer Content) to verify Customer's compliance with this Appendix. If Customer's use of the Solution exceeds the permitted use, Axon will notify Customer of any overage fees or increases in the annual subscription fee for the next annual period. If Axon reasonably believes that Customer is using the Solution in an unauthorized or improper manner, or if Customer fails to make timely payments, Axon may, without limiting any other remedy available to Axon, terminate or suspend Customer's right to use the Solution (or any applicable feature, functionality or content) or take any other action Axon considers appropriate.

3. Term. The Subscription Term and start date for the Solution is set forth on the Quote. The subscription shall automatically renew for additional 12 month periods after the initial Subscription Term unless either party provides written notice to the other party to terminate at least 30 days prior to the expiration of the then applicable term.

4. Intellectual Property Rights; Restrictions. Axon, its affiliates and/or its licensors retain all rights, title and interest, including intellectual property rights, in and to the Solution, Documentation and any intellectual property developed in the course of providing the Solution and related services, including deliverables, specifications, materials and user manuals (and any derivative works). Customer shall not: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices contained on or in the Solution; (iv) make derivative works of the Solution or copy any part or content of the Solution other than as expressly permitted in this Appendix; (v) use the Solution or Axon Confidential Information or any part of it to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Solution (in whole or part), grant non-Authorized Users access to the Solution or use the Solution to provide a hosted or managed service to others (except to the extent expressly permitted in this Appendix); (vii) use the Solution or any Third Party Service in a manner which violates this Appendix and the Agreement.

5. Acceptable Use. Customer shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

6. Customer Content; Data Retention.

6.1. Customer retains all rights, title and interest, including intellectual property rights, in and to Customer Content. Customer grants Axon a license to use, reproduce, transmit and analyze Customer Content, as required to provide the Solution (including performance of operations by the Solution), Support Services and Professional Services to Customer. Customer is solely responsible for all Customer Content. Customer represents and warrants that it owns all Customer Content, or has all consents and rights necessary to share Customer Content with Axon and to grant Axon the rights to Customer Content under this Appendix. Customer also represents and warrants that Customer Content and Axon's permitted use of Customer Content will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

6.2. If available, Customer may use the Solution to connect with Customer's other applications, allowing Customer to receive and access Customer Content available from such applications through the Solution and to make Customer Content available to Authorized Users. When Customer connects the Solution to these applications, Customer: (a) represents and warrants Customer has all necessary rights to use the applications and to connect them to the Solution, and (b) consents to automatically and continuously transmit Customer Content from the application(s) through the Solution.

6.3. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which is submitted, recorded or stored in the course of Customer's use of the Solution, for a period of two (2) years during the Subscription Term (the "Data Retention Period"). Customer Content is automatically deleted 90 days after (a) the

Data Retention Period, or (b) the expiration or termination of the Subscription Term for any reason. At any time prior to such deletion, Customer may download Customer Content which has been stored on the Platform. Customer acknowledges it is responsible for compliance with any applicable data retention laws. Customer will be solely responsible for any requests to produce or delete data from third parties. Axon will have no further obligation with respect to Customer Content after the Data Retention Period or after the deletion of Customer Content.

7. **Third Party Content and Third Party Services**.

   7.1. As part of Customer's use of the Solution, Customer may receive access to Third Party Content. Customer acknowledges Third Party Content may contain errors, and Customer should verify any Third Party Content. Axon has no responsibility or liability for the availability, quality or accuracy of Third Party Content.

   7.2. Customer acknowledges some features and functionalities in the Solution rely on or interoperate with Third Party Services which are beyond Axon's control. Customer acknowledges that Third Party Services are provided with the Solution as a convenience to Customer, and Customer's use of any Third Party Service shall be governed solely by terms applicable to such Third Party Service. Axon assumes no responsibility and disclaims all liability and warranties with respect to any Third Party Service and Customer's use of the Third Party Service.

   7.3. Fees for Third Party Services reflect pass-through costs from Third Party Service providers based on Customer's anticipated use. Axon may revise the annual fees based on Customer's use. Third Party Service fees are also subject to change based on fee changes imposed by Third Party Service providers. If Axon is subject to any third party charges as a result of Customer's delays or requested changes (such as any changes to requested dates, configuration changes or additional integrations), Axon will invoice Customer for any applicable third party charges Axon incurs.

8. **Professional Services and Support Services**. Professional Services will be provided in accordance with the Quote and/or SOW and the Professional Services Appendix to the Agreement. Support Services and Solution availability are provided in accordance with the Support Terms, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Solution, Customer's sole remedy is as set forth in the Support Terms. Any obligations and commitments in the Support Terms only apply to the applicable Solution and not to any other hardware, equipment, software, products or services. Axon will be responsible for its subcontractor's provision of Professional Services and/or Support Services in compliance with this Appendix.

9. **Customer Cooperation**. Customer acknowledges that the timely provision of and access to Customer systems, equipment, assistance, cooperation, complete and accurate information and data ("Customer Cooperation") are essential to performance of any services, including Professional Services, and Axon's performance is dependent on Customer Cooperation. This may also include providing appropriate contacts and facilitating discussions with Customer's third-party vendor or subcontractor, whose services are required to integrate or connect with the Solution or are required for Axon to provide the Solution to Customer. Axon is not responsible for any fees charged by Customer's third-party vendor or subcontractor. If Customer is unable to or fails to timely perform Customer's obligations under this Appendix or a SOW or to provide Customer Cooperation, Axon is not responsible for any dependent obligations to the extent of such delay.

10. **Equipment**. If Customer purchases Equipment from Axon for use with the Solution, use of such Equipment is governed by terms and conditions provided by the manufacturer and all Equipment is sold only with warranties provided by the manufacturer. Unless otherwise expressly specified in the Support Terms, all Equipment are Customer's responsibility.

11. **Use of Data**.

   11.1. Axon implements appropriate technical and organizational security measures designed to prevent unauthorized access, use or disclosure of Customer Content. The Privacy Policy governs Customer's rights arising from and relating to data protection and privacy, and describes Axon's collection, use and disclosure of certain data and/or personal information provided to Axon in connection with Customer's use of the Solution. Axon and Axon's subprocessors will not train their AI models on Customer Content without direction by Customer.

   11.2. Axon may create anonymized and aggregated statistical data from Customer's usage of the Solution, which thereafter shall not include Customer's personal data. Axon may use such anonymized and aggregated data to maintain and improve the Solution, to develop new services or products, and to identify usage trends.

   11.3. Transfers & Location of Storage. Axon may transfer Customer Content to third-party subcontractors and subprocessors only for the purposes set forth in the Agreement, the applicable Data Processing Agreement, and/or

this Appendix, including for storage. Such transfers shall follow the processing requirements and valid transfer mechanisms in the applicable Data Processing Agreement, the Privacy Policy, and/or in applicable product documentation. Axon only permits subprocessors to use Customer Content to deliver to the Customer services that Axon offers. Axon prohibits subprocessors from using Customer Content for any other purpose.

12. Axon Warranties. Axon warrants that the Solution is in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Appendix, to the extent permissible under applicable law, Axon's sole obligation, and Customer's exclusive remedy, will be to use commercially reasonable efforts to repair or restore the non-conforming Solution so that it conforms to this warranty. Customer acknowledges Axon has no responsibility for breach of such warranty to the extent due to any connectivity and internet services, third-party computer programs, software, hardware, lines, or equipment, including but not limited to computer equipment, and peripherals, server equipment, communications equipment, and data lines.

13. Customer Responsibilities.

13.1. Customer is responsible for: (i) obtaining and maintaining Customer's own IT infrastructure and any ancillary services needed to use the Solution, such as internet, electricity, modems, servers, workstations, hardware and operating systems; (ii) the security of Customer's systems, including the Software installed on Customer's systems, and protecting against malware, viruses, spyware and Trojans on Customer's systems; and (iii) all costs for software, network, internet, mobile device, mobile data usage and any other related services in connection with use of the Solution.

13.2. Customer is responsible for any and all claims, suits or proceedings or damages arising out of or relating to Customer's (or Authorized Users'): (i) violation of any third party terms and third party rights (including third party intellectual property rights or privacy rights); (ii) use of the Solution and Documentation, including operation, combination or use of the Solution with Customer Content and Equipment, software, applications, materials and/or services; (iii) Customer Content; and (iv) Customer's IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers, workstations, hardware and operating systems).

14. Disclaimers.

14.1. CUSTOMER ACKNOWLEDGES AXON DOES NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT IT IS AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND CUSTOMER MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER.

14.2. CUSTOMER ACKNOWLEDGES THAT AXON MAKES NO REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE AXON OFFERS, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO CUSTOMER'S INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. CUSTOMER IS RESPONSIBLE FOR MAKING CUSTOMER'S OWN LEGAL DETERMINATION ON WHETHER CUSTOMER CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES AXON OFFERS FOR CUSTOMER'S INTENDED USE.

14.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS APPENDIX AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AXON MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, AND AXON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. AXON FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. AXON HAS NO LIABILITY OR RESPONSIBILITY FOR ANY REPRESENTATIONS AND WARRANTIES WHICH ARE NOT INCLUDED IN THIS APPENDIX, INCLUDING THOSE MADE BY ITS PARTNERS, MANUFACTURERS, VENDORS OR ANY OTHER THIRD PARTY.

15. Axon may reference Customer as a customer or user of Axon 911 products in its publicity or general marketing communications and activities. To opt out, please contact axon911marketing@axon.com.

16. In the event the Agreement expires or is terminated for any reason, this Appendix will automatically terminate, and the parts of this Appendix that are meant to continue after it ends, such as those about intellectual property rights and disclaimers will remain in effect.

Professional Services Terms Appendix

This Professional Services Terms Appendix ("**Appendix**") is between Axon Enterprise, Inc., on behalf of itself and its affiliates ("**Axon**") and the customer named on the Quote ("**Customer**") and is made part of the Master Services and Purchasing Agreement (currently located at https://www.axon.com/sales-terms-and-conditions) or other negotiated agreement between Axon and Customer ("**Agreement**"). This Appendix, including the Agreement, governs Axon's provision of Professional Services to Customer. In the event of a conflict between the Agreement and this Appendix, this Appendix will apply to the extent of such conflict as applicable to the subject matter of this Appendix.

1. **Scope of Professional Services**. Axon, or its subcontractor(s), will provide Professional Services as specified in a Quote or as described in a mutually agreed upon statement of work ("SOW") or change order to the SOW ("Change Order"). "Professional Services" include professional services such as implementation, installation and integration services and training as described in the Quote, SOW or Change Order.
2. **Customer Cooperation**. Each party acknowledges that the successful and timely provision of Professional Services requires good faith and timely cooperation. Both parties will use commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the SOW or any Change Order. Customer acknowledges that its failure or delay to meet its obligations may impact Axon's ability to perform Professional

Services within the estimated time and cost. If a project is delayed or rendered impossible due to Customer's failure to fulfil its obligations, Axon reserves the right to issue invoices for Professional Services already delivered to Customer on the payment dates listed in the SOW irrespective of whether the project has been completed. Axon will use commercially reasonable efforts to integrate the interfaces specified in the Quote or SOW with the Solution. Customer agrees to reimburse Axon for any third-party charges incurred as a result of Customer's delays or requested changes beyond the scope of the SOW or Change Order.

3. **Warranties; Disclaimer**.
    a. Axon warrants that the Professional Services will be performed in a professional and workmanlike manner. As the sole remedy for breach of this warranty, Axon will re-perform or correct any materially defective Professional Services until they are no longer materially defective, in Axon's sole determination, free of additional charge, provided that (i) Customer promptly notifies Axon in writing within thirty (30) days of performance of such defective Professional Services and (ii) such defective Professional Services are not caused by, or the result of, Customer's acts or omissions or anyone acting on Customer's behalf.
    b. Customer warrants that it has all rights and authorizations necessary to provide any materials (including those owned by any third party) Customer provides to Axon in connection with the Professional Services, and to grant Axon the right to use them for the purposes of providing Professional Services.
    c. EXCEPT AS EXPRESSLY SET FORTH IN THIS APPENDIX, AXON MAKES NO WARRANTIES, CONDITIONS

OR REPRESENTATIONS FOR THE PROFESSIONAL SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **Intellectual Property**.
    a. Customer acknowledges and agrees that title to all portions of the Professional Services, deliverables, Axon's pre-existing materials, and all intellectual property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in Axon or Axon's licensors.
    b. Subject to Axon's receipt of full and final payment for the Professional Services, Axon grants to Customer a nonexclusive, non-transferable, irrevocable (unless Axon terminates the Agreement for Customer's uncured material breach), non-distributable/resaleable, non-sublicensable license for Customer to use any deliverables and preexisting materials provided to Customer by Axon for Customer's and Customer's affiliates' internal business purposes.

c. Customer acknowledges that Axon provides similar Professional Services to other third parties and Axon shall continue to be free to perform similar services for its other customers using Axon's general knowledge, skills, tools, routines, algorithms, programs and experience.

5. **Access Computer Systems to Perform Services.** Customer authorizes Axon's limited access to Customer's computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform

Professional Services. Axon agrees to comply with Customer's security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.

6. **Site Preparation**. Axon will provide a copy of current user documentation for the Axon Devices, Equipment or Axon

Cloud Services which includes required technical, environmental and operational specifications for the Professional

Services ("Implementation Requirements"). Before installation of the Axon Devices or implementation of Axon Cloud Services, Customer must prepare the location(s) where Axon Devices, Equipment or Axon Cloud Services are to be installed ("Installation Site") per the Implementation Requirements and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per any environmental specifications. Axon will provide any updates to the Documentation and Implementation Requirements to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.

7. **Customer Network**. Customer is solely responsible for maintenance and functionality of its network and systems. In no event will Axon be liable for loss, damage, or corruption of Customer's network or systems from any cause other than Axon's negligence.

8. **Acceptance**. When Axon completes Professional Services, if requested by Customer, Axon will present an acceptance form ("Acceptance Form") to Customer for signature to acknowledge completion of the applicable implementation or installation. Customer must notify Axon in writing of any material non-conformance and the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Customer does not sign the Acceptance Form or provide written notice of rejection within seven (7) calendar days of delivery, the Professional Services will be deemed accepted by Customer.

9. **Utilization of Professional Services.** Unless otherwise set forth in a SOW, Customer must use Professional Services within six (6) months of the Effective Date of the applicable SOW.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Trevor Materasso, Deputy Chief

Department(s): Apex Police Department (APD)

Requested Motion

Motion to approve Amendment No. 1 to the multi-year agreement between the Town of Apex and Axon Enterprise, Inc., for the purchase of additional body-worn cameras, TASER equipment, Fleet 3 in-car camera systems, and associated software and support services to equip additional Law Enforcement Officer (LEO) positions authorized in the Fiscal Year 2026–2027 Budget, in an amount not to exceed $130,652, and to authorize the Town Manager, or their designee, to execute the amendment on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Apex Police Department is requesting approval of Amendment No. 1 to its existing agreement with Axon Enterprise, Inc., to provide additional body-worn cameras, TASER equipment, in-car camera systems, and associated software licensing, maintenance, and support services.

The amendment includes equipment and services for seven additional officers, including body-worn camera and TASER packages, as well as seven additional Fleet 3 in-car camera systems. These additions will support the Police Department's operational needs and provide continued access to Axon's digital evidence management platform.

The amendment includes two pricing components:

- Body-worn cameras and TASER equipment: $61,431.42, including estimated taxes, for a 22-month term beginning November 1, 2026, and ending August 31, 2028.
- Fleet 3 in-car camera systems: $69,220.08, including estimated taxes, for a 27-month term beginning October 1, 2026, and ending December 31, 2028.

The combined estimated cost of the amendment is $130,651.50.

Attachments

- CN5-A1: Agreement Multi-Year Amendment - Axon Enterprise, Inc. - Master Services Agreement - Technology and Software Support - Body Worn Cameras, Mobile Video Recorders, Taser 7 Electronic Control Weapons
- CN5-A2: CONT-2023-144 - E Police - Axon Enterprises - Technology and Software Support - Body Worn Cameras, Mobile Video Recorders, Taser 7 Electronic Control Weapons

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-883251-001 Acct: 110531

Issued	**Jul 29, 2026**
Expires	**Sep 30, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Apex Police Department - NC

Currency: USD

CUSTOMER DETAILS

SHIP TO
Apex Police Department - NC
205 Saunders St
Apex, NC
27502-1447
USA

BILL TO
Apex Police Department - NC
205 Saunders St
Apex, NC
27502-1447
USA

SALES REPRESENTATIVE
Madison Mayfield
Email: mmayfield@axon.com

PRIMARY CONTACT
Michael Prince
Phone: (984) 255-8136
Email: michael.prince@apexnc.org

QUOTE SUMMARY

Program Length	**22 Months**
Contract Start	**Nov 1, 2026**
Contract End	**Aug 31, 2028**
TOTAL CONTRACT	
Net Total	**$58,245.22**
Hardware	**$34,353.13**
Software	**$21,457.82**
Services	**$1,045.17**
Warranties	**$1,389.10**
Est. Tax	**$3,186.20**
Total Contract Value	**$61,431.42**

DISCOUNT SUMMARY

List Price	**$110,102.09**
Total Savings	**$51,856.87**
Discount	**47.10%**
Avg. Savings / Year	**$28,285.57**

Tax estimates are approximate and subject to change at time of invoicing.

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Oct 1, 2026	$29,122.61	$1,593.22	$30,715.83
Jul 1, 2027	$29,122.61	$1,592.98	$30,715.59
Total	**$58,245.22**	**$3,186.20**	**$61,431.42**

SUMMARY PRICING FOR TERM

SUMMARY PRICING

ITEM	DESCRIPTION	QTY	TERM	UN-BUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
73976	True-Up - Officer Safety Plan 7 Plus True-Up 1	266	1	—	$27.05	$27.05	$7,195.30	$521.66	$7,716.96
M00047	Officer Safety Plan 7 Plus	7	22	$668.21	$331.50	$331.49	$51,049.92	$2,664.54	$53,714.46

		SUBTOTAL	EST. TAX	TOTAL
	Total	$58,245.22	$3,186.20	$61,431.42

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Oct 1, 2026

Shipping Location: **205 Saunders St, Apex, NC, 27502-1447, USA**

HARDWARE	QTY
Axon Body - Dock Powercord - North America	1
Axon Body - Dock Wall Mount - Bracket Assembly	1
Axon Signal - Battery - CR2032 Single Pack	7
Axon Signal - Signal Sensor (sensor only)	7
Axon TASER - Battery Pack - Tactical	8
Axon TASER - Cleaning Kit	1
Axon TASER - Dock - Six-Bay Plus Core	1
Axon TASER - Target - Conductive Professional Ruggedized	1
Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
Axon TASER 7 - Cartridge - Halt Close Quart NS	14
Axon TASER 7 - Cartridge - Halt Standoff NS	14
Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	7
Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	7
Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	35
Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	35
Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	7
Axon TASER 7 - Holster - Safariland RH	7
Axon VR - Controller - Handgun VR19H	1
Axon VR - Controller - TASER 10	1
Axon VR - Headset - Battery	1
Axon VR - Headset - HTC Focus Vision	1
Axon VR - Holster - TASER 10 Safariland Gray - LH	1
Axon VR - Holster - TASER 10 Safariland Gray - RH	1
Axon VR - Multi-User Room Marker	2
Axon VR - Tablet	1
Axon VR - Tablet Case	1
Axon VR - Tactical Bag	1
Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SOFTWARE	**QTY**
Full VR Plan	7
OSP-Unlimited Plus (No VR)	7
TASER 7 Certification with VR Plan	7
SERVICES	**QTY**
Axon TASER 7 - Replacement Access Program - Duty Cartridge	7
WARRANTIES	**QTY**
Axon Body - TAP Warranty - Camera	7

Tax estimates are approximate and subject to change at time of invoicing.

Axon Body - TAP Warranty - Multi-Bay Dock	1
Axon Signal - Ext Warranty - Signal Sensor	7
Axon TASER - Ext Warranty - Battery Pack T7/T10	8
Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
Axon TASER 7 - Ext Warranty - Handle	7
Axon VR - Ext Warranty - Handgun Controller	1
Axon VR - Ext Warranty - Headset	1
Axon VR - Ext Warranty - Tablet	1
Axon VR - Ext Warranty - TASER Controller	1

ESTIMATED SHIPPING DATE: Nov 1, 2026

Shipping Location: **205 Saunders St, Apex, NC, 27502-1447, USA**

SOFTWARE	QTY
Axon Body - License - Fusus Livestream	7
Axon Community Link	7
Axon Evidence - Auto Tagging License	7
Axon Evidence - ECOM License - Pro	7
Axon Evidence - Redaction Assistant User License	7
Axon Evidence - Storage - 10GB A La Carte	70
Axon Evidence - Storage - Axon Device Unlimited	7
Axon Performance - License	7
Axon Standards - License	7
Axon TASER - Data Science Program	7
Axon TASER - Evidence.Com License	8
Axon VR - User Access - Full VR	7
SERVICES	**QTY**
Axon Investigate - Third Party Video Support	7
Axon TASER - On Demand Certification	1

ESTIMATED SHIPPING DATE: Oct 1, 2027

Shipping Location: **205 Saunders St, Apex, NC, 27502-1447, USA**

HARDWARE	QTY
Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	14
Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	14

ESTIMATED SHIPPING DATE: Aug 31, 2028

Shipping Location: **205 Saunders St, Apex, NC, 27502-1447, USA**

HARDWARE	QTY
Axon Body - TAP Refresh 1 - Camera	7
Axon Body - TAP Refresh 1 - Dock Multi-Bay	1
Axon Body - TAP Refresh 2 - Camera	7
Axon Body - TAP Refresh 2 - Dock Multi-Bay	1
Axon TASER 7 - Cartridge - Halt Close Quart NS	14
Axon TASER 7 - Cartridge - Halt Standoff NS	14
Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	42

Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	42
Axon VR - TAP Refresh 1 - Handgun Controller	1
Axon VR - TAP Refresh 1 - Headset	1
Axon VR - TAP Refresh 1 - Tablet	1
Axon VR - TAP Refresh 1 - TASER Controller	1

TERMS & CONDITIONS

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 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 (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

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.

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]

Axon Enterprise

X

[empty member name] , VP, Assoc. General Counsel
Email: bobby@axon.com
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-887399-46212MM

Issued: 07/09/2026

Quote Expiration: 07/30/2026

Estimated Contract Start Date: 10/01/2026

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:	Michael Prince Phone: 984-255-8136 Email: michael.prince@apexnc.org Fax:

Quote Summary

Program Length	27 Months
TOTAL COST	$64,889.79
ESTIMATED TOTAL W/ TAX	$69,220.08

Discount Summary

Average Savings Per Year	$18,806.29
TOTAL SAVINGS	$42,314.16

Payment Summary

Date	Subtotal	Tax	Total
Sep 2026	$32,444.89	$2,165.13	$34,610.02
Oct 2027	$32,444.90	$2,165.16	$34,610.06
Total	**$64,889.79**	**$4,330.29**	**$69,220.08**

Quote Unbundled Price:	**$107,210.67**
Quote List Price:	**$64,889.79**
Quote Subtotal:	**$64,889.79**

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									
80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	231	1		$115.75	$115.75	$26,738.25	$1,938.53	$28,676.78
Fleet3B+TAP	Fleet 3 Basic + TAP	7	27	$425.78	$201.86	$201.86	$38,151.54	$2,391.76	$40,543.30
Total							**$64,889.79**	**$4,330.29**	**$69,220.08**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	7	1	10/01/2026
Fleet 3 Basic + TAP	103346	AXON FLEET - ERICSSON R980-5GD-A+5YR NETCLOUD	7	1	10/01/2026
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	7	1	10/01/2026
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	7	1	10/01/2026
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	10/01/2026	12/31/2028
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	10/01/2026	12/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	7	10/01/2027	12/31/2028
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	10/01/2027	12/31/2028

Shipping Locations

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

Payment Details

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	231	$13,369.11	$969.26	$14,338.37
Annual Payment 1	Fleet3B+TAP	Fleet 3 Basic + TAP	7	$19,075.78	$1,195.87	$20,271.65
Total				**$32,444.89**	**$2,165.13**	**$34,610.02**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	231	$13,369.12	$969.27	$14,338.39
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	7	$19,075.78	$1,195.89	$20,271.67
Total				**$32,444.90**	**$2,165.16**	**$34,610.06**

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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 (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

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.

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Town of Apex

X

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

7/9/2026

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

X

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



DocuSign

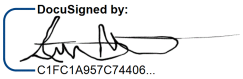
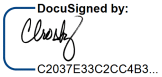
Certificate Of Completion

Envelope Id: 38CC4FE372094D2B9AD51D0493B3297D
Status: Completed
Subject: AXON AGREEMENT-QUOTE
Source Envelope:
Document Pages: 113
Signatures: 7
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Steve Maynard
P.O. BOX 250
Apex, NC 27502-0250
Steve.Maynard@apexnc.org
IP Address: 209.112.106.2

Record Tracking

Status: Original
6/26/2023 9:01:39 PM
Holder: Steve Maynard
Steve.Maynard@apexnc.org
Location: DocuSign

Signer Events	Signature	Timestamp
Antwan Morrison Antwan.Morrison@apexnc.org Finance Director Town of Apex Security Level: Email, Account Authentication (None)	DocuSigned by:  C1FC1A957C74406... Signature Adoption: Drawn on Device Using IP Address: 96.10.1.162	Sent: 6/26/2023 9:43:55 PM Viewed: 6/27/2023 7:12:18 AM Signed: 6/27/2023 7:12:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Catherine Crosby catherine.crosby@apexnc.org Security Level: Email, Account Authentication (None)	DocuSigned by:  C2037E33C2CC4B3... Signature Adoption: Uploaded Signature Image Using IP Address: 65.190.129.254	Sent: 6/27/2023 7:12:57 AM Viewed: 6/27/2023 8:10:27 AM Signed: 6/27/2023 8:11:37 AM
Electronic Record and Signature Disclosure: Accepted: 6/13/2023 6:10:19 PM ID: 8e38984c-f2f6-48c2-9c54-bc04ae9e494a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Allen Coleman allen.coleman@apexnc.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/27/2023 7:12:55 AM Viewed: 6/27/2023 8:38:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Allen Coleman allen.coleman@apexnc.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/27/2023 8:11:39 AM
Rob Marangelo rmarangelo@axon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/27/2023 8:11:40 AM Viewed: 6/27/2023 9:28:39 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2023 9:43:55 PM
Certified Delivered	Security Checked	6/27/2023 8:10:27 AM
Signing Complete	Security Checked	6/27/2023 8:11:37 AM
Completed	Security Checked	6/27/2023 8:11:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Apex (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Apex:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: troy.salahuddin@apexnc.org

To advise Town of Apex of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at troy.salahuddin@apexnc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Apex

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Apex

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Apex as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Apex during the course of your relationship with Town of Apex.

CONT-2023-144

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.

   7.2. **Disclaimer .All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services

are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's

reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc.., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: DocuSigned by: 55DAEBB131A4424...	Signature: DocuSigned by: C2037E33C2CC4B3...
Name: Robert Driscoll	Name: Catherine Crosby
Title: VP, Assoc. General Counsel	Title: Town Manager
Date: 6/26/2023 | 12:01 PM MST	Date: 6/27/2023

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

10. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

11. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

15. **After Termination**. Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

16. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

17. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

18. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need

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• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

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7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request,, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. **If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon**. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2. **Term**. The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;

   3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;

   3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;

   3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;

   3.5. use trade secret information contained in Commander;

   3.6. resell, rent, loan or sublicense Commander;

   3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or

   3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:

5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

5.8. misrepresent the source or ownership; or

5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

6. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2. **Full-Time ASE Scope of Services.**

   2.1. A Full-Time ASE will work on-site four (4) days per week.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

   2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

   2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Agency's Axon Evidence account Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and devices for Agency leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Agency's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, tier 1 and tier 2 technical support for Axon devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

   3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

   3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

   3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

   3.4. The Regional ASE service options are listed below:

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Account Maintenance Conducting remote training on new features and devices for Agency's leadership Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly conference calls to cover current issues and program status Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices
Direct Support Providing remote, tier 1 and tier 2 technical support for Axon devices Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon usage data to identify trends and program efficiency opportunities Comparing an Agency's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of Agency meetings with Device Management team Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.t

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.

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9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.

1.2. "**Recipient Contact Information**" means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy . Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in MY90, Customer will:

    19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if

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account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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1. **License Grant**. Axon grants to you a non-exclusive, royalty-free, worldwide right and license to use the Software, where "use" and "using" in this Agreement mean storing, loading, installing, or executing the Software exclusively for data communication with an Axon product. You may use the Software in a networked environment on computers other than the computer on which the Software is installed if each execution of the Software is for data communication with an Axon product. You may make copies and adaptations of the Software for archival purposes and when copying or adaptation is an essential step in the authorized use of the Software if you retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations. You may copy the written materials accompanying the Software.

2. **Prohibited Acts**. You may not modify the Software or disable any licensing or control features of the Software. You may not rent or lease your rights to the Software or documentation. You may not reverse engineer the Software to obtain source code. The license does not include a grant of any right to use source code obtained or devised as a result of reverse engineering. The license grant does not include a grant of any right under any patent or trademark of Axon.

3. **Ownership**. Except provided in this Agreement, all rights to the Software belong to Axon. Your license confers neither title to nor ownership in the Software and is not a sale of any rights in Axon. Axon owns and reserves all right, title, and interest in the Software, including any suggestions to Axon. Axon has and claims proprietary rights in the Software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. You will not directly or indirectly cause any Axon proprietary rights to be violated.

4. **License Restrictions**. You may not use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. You may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or allow any others to do the same; (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy the Software in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in the Software, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense the Software; (g) access the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or our licensors on or within the Software or any copies of the Software. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During the term of your use of the Software and after, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual

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property infringement claim regarding the Software.

5. **Support**. Axon may make available to you updates and error corrections (collectively, "**Updates**") to the Software. Axon may provide Updates electronically via the Internet or via media as determined solely by Axon. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. Axon does not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Software. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of the Software for a period of six (6) months following the date the Axon makes the subsequent release/version generally available.

6. **Disclaimers**. AXON PROVIDES THE SOFTWARE "AS IS." AXON AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AXON AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. **Limitation of Liability.** AXON AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER AXON NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE, (ii) DISCONTINUATION OF A PORTION OR ALL OF THE SOFTWARE, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, AXON AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY AXON UNDER THIS AGREEMENT FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

8. **Remedies**. YOUR EXCLUSIVE REMEDY IS, AT AXON'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR REFUND OF PART OR THE ENTIRE LICENSE FEE, IF ANY, PAID BY YOU FOR THE SOFTWARE.

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9. **Offline Mode**. Axon is not liable for any improper or incorrect use of the data collected by, distributed by, or downloaded with the Software in Offline Mode. Once you transfer data from the TASER or Axon brand product to your local computer, Axon makes no guarantee or warranty that the data cannot be altered or will remain in its original format. It is your responsibility to monitor data storage, usage and collection. Axon gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data collected by, distributed by, or downloaded with the Software in Offline Mode. Although this data may have been captured successfully by a TASER or Axon brand product, no warranty expressed or implied is made regarding the utility of the data on another system or for general or evidentiary purposes, nor will the act of distribution constitute any such warranty. This disclaimer applies to individual use of the data and aggregate use with other data.

10. **Termination**. This Agreement will continue for the duration of Axon's copyright in the Software, unless earlier terminated as provided in this Agreement. Axon may terminate your license immediately without notice to you for your failure to comply with any of the terms set forth in this Agreement. Upon termination, you must immediately destroy the Software, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

11. **Assignment**. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party. Notwithstanding the above, either party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the consent of the other party (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

12. **No Third Party Beneficiaries**. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13. **Export Requirements**. You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

14. **U.S. Government Rights**. If you are a U.S. Federal department or using Axon the Software behalf of U.S. Federal department, Software provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If you are using Software on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue use of the Software.

15. **Entire Agreement**. Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and Axon with regard to the Software, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth in this Agreement. You agree that your purchase or use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Axon regarding future functionality or features of the Software. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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16. **No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision later. All waivers by a party must be in writing.

17. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18. Governing Law; Venue. The laws of the State of Arizona, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Software or this Agreement must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

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Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

This TASER Energy Weapon Agreement ("**Agreement**") applies to Agency's TASER 7 or TASER 10 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 or TASER 10 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term**. The start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 OR TASER 10 term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 or TASER 10 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 or TASER 10 as described above.

2. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

3. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

4. **Shipping**. Axon may make partial shipments and ship any hardware provided by Axon under this Agreement ("**Axon Devices**") from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

5. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

6. **Warranty**.

   6.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

   6.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

      6.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

   6.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-

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functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

6.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

6.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

6.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

6.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

6.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

6.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

7. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

8. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

9. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

10. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

12. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this

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Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

13. **Termination**.

13.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

13.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

13.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

14. **General**.

14.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

14.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

14.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

14.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

14.6. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

14.7. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

14.8. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

14.9. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

14.10. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire

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agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 6/26/2023 | 1:54 PM MST

Agency

Signature: DocuSigned by: C2037E33C2CC4B3...

Name: Catherine Crosby

Title: Town Manager

Date: 6/27/2023

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TASER Energy Weapon Axon Evidence Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. The TASER 7 or TASER 10 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 or TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 or TASER 10 CEW devices during the TASER 7 or TASER 10 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 or TASER 10 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

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7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. Axon will ensure all Agency Content stored in Axon Evidence remains within the country the Agency is located. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 or TASER 10 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.

13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During

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these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

3 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

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5 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled

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by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

   9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

   9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. **If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon**. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Justice Services Agreement

This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("**Term**").

2 **Definitions**.

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Device Data" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"**Axon Evidence**" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Quote" is only valid for services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void.

3 **Storage**. Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. Agency may purchase ala carte storage for other data.

4 **Payment**. In the event Agency purchases services from Axon, payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

6 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed the amount paid for such services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect,

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incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.

7 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

8 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.

9 **Termination**.

9.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

9.2 **By Agency.** Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

9.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.

9.4 **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.

10 **Confidentiality**. **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

11 **General.**

11.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

11.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.

11.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

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11.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

11.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

11.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

11.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

11.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

11.9 Survival. The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.

11.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

11.11 Entire Agreement. This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 6/26/2023 | 1:54 PM MST

Agency

Signature: DocuSigned by: C2037E33C2CC4B3...

Name: Catherine Crosby

Title: Town Manager

Date: 6/27/2023

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Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

   1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

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5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or

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content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

    12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14. **After Termination**. Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

5. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant

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Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

6. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

7. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

8. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Prosecutor, Axon will need to store call for service data from Prosecutor's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

   If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

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4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:

5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

5.8. misrepresent the source or ownership; or

5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

6. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Apex Police Department - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

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Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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

Q-476651-45050.759RM

Issued: 05/04/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 110531
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-205 Saunders St 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
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Paul Pope Phone: (919) 362-8661 Email: paul.pope@apexnc.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,040,637.00
ESTIMATED TOTAL W/ TAX	$1,095,378.87

Discount Summary

Average Savings Per Year	$37,778.40
TOTAL SAVINGS	$188,892.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	$186,482.12	$9,809.75	$196,291.87
Jul 2024	$213,538.72	$11,233.03	$224,771.75
Jul 2025	$213,538.72	$11,233.03	$224,771.75
Jul 2026	$213,538.72	$11,233.03	$224,771.75
Jul 2027	$213,538.72	$11,233.03	$224,771.75
Total	**$1,040,637.00**	**$54,741.87**	**$1,095,378.87**

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Quote Unbundled Price:	**$1,229,529.00**
Quote List Price:	**$1,110,351.00**
Quote Subtotal:	**$1,040,637.00**

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									
Fleet3B+TAP	Fleet 3 Basic + TAP	90	60	$226.81	$204.74	$191.83	$1,035,882.00	$54,397.13	$1,090,279.13
A la Carte Software									
80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	60		$54.25	$54.25	$3,255.00	$235.97	$3,490.97
A la Carte Services									
74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1			$1,500.00	$1,500.00	$1,500.00	$108.77	$1,608.77
Total							**$1,040,637.00**	**$54,741.87**	**$1,095,378.87**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	90	11/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	90	11/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	90	11/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	90	11/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	11/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	90	11/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	3	11/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	90	01/01/2024	12/31/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	180	01/01/2024	12/31/2028
A la Carte	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	90
A la Carte	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	90	01/01/2024	12/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	90	11/01/2024	12/31/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	11/01/2024	12/31/2028

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Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	$268.80	$19.49	$288.29
Year 1	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	$583.28	$42.29	$625.57
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	90	$185,630.04	$9,747.97	$195,378.01
Total				**$186,482.12**	**$9,809.75**	**$196,291.87**

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	$307.80	$22.32	$330.12
Year 2	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	$667.93	$48.42	$716.35
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	90	$212,562.99	$11,162.29	$223,725.28
Total				**$213,538.72**	**$11,233.03**	**$224,771.75**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	$307.80	$22.32	$330.12
Year 3	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	$667.93	$48.42	$716.35
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	90	$212,562.99	$11,162.29	$223,725.28
Total				**$213,538.72**	**$11,233.03**	**$224,771.75**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	$307.80	$22.32	$330.12
Year 4	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	$667.93	$48.42	$716.35
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	90	$212,562.99	$11,162.29	$223,725.28
Total				**$213,538.72**	**$11,233.03**	**$224,771.75**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	$307.80	$22.32	$330.12
Year 5	80218	WI-FI OFFLOAD SERVER, SOFTWARE LICENSE	1	$667.93	$48.42	$716.35
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	90	$212,562.99	$11,162.29	$223,725.28
Total				**$213,538.72**	**$11,233.03**	**$224,771.75**

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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 (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

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.

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DocuSigned by:

C2037E33C2CC4B3...

Signature

6/27/2023

Date Signed

5/4/2023

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

DocuSigned by:

C1FC1A957C74406...

Antwan Morrison, Finance Director

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Apex Police Department - NC the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

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Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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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-476623-45103.678RM

Issued: 06/26/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 110531

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-205 Saunders St 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
Rob Marangelo	Paul Pope
Phone:	Phone: (919) 362-8661
Email: rmarangelo@axon.com	Email: paul.pope@apexnc.org
Fax:	Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,664,961.49
ESTIMATED TOTAL W/ TAX	$1,716,864.05

Discount Summary

Average Savings Per Year	$100,925.96
TOTAL SAVINGS	$504,629.79

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	$332,992.29	$10,380.51	$343,372.80
Jul 2024	$332,992.30	$10,380.51	$343,372.81
Jul 2025	$332,992.30	$10,380.51	$343,372.81
Jul 2026	$332,992.30	$10,380.51	$343,372.81
Jul 2027	$332,992.30	$10,380.52	$343,372.82
Total	**$1,664,961.49**	**$51,902.56**	**$1,716,864.05**

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Quote Unbundled Price:	**$2,169,591.28**
Quote List Price:	**$1,767,651.28**
Quote Subtotal:	**$1,664,961.49**

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									
100552	TRANSFER CREDIT - GOODS	1			$1.00	$22,970.21	$22,970.21	$1,665.34	$24,635.55
OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	60	$308.97	$248.07	$230.70	$1,522,620.00	$42,304.18	$1,564,924.18
A la Carte Hardware									
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50			$31.30	$0.00	$0.00	$0.00	$0.00
74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50			$31.30	$0.00	$0.00	$0.00	$0.00
100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110			$29.95	$0.00	$0.00	$0.00	$0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110			$41.75	$0.00	$0.00	$0.00	$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2			$11.32	$11.32	$22.64	$1.64	$24.28
74200	TASER 6-BAY DOCK AND CORE	2			$1,624.35	$1,624.35	$3,248.70	$235.52	$3,484.22
AB3MBD	AB3 Multi Bay Dock Bundle	8			$1,638.90	$1,638.90	$13,111.20	$950.56	$14,061.76
AB3C	AB3 Camera Bundle	110			$749.00	$749.00	$82,390.00	$5,973.28	$88,363.28
A la Carte Services									
85147	CEW STARTER	1			$9,950.00	$9,950.00	$9,950.00	$0.00	$9,950.00
85144	AXON STARTER	1			$9,950.00	$9,950.00	$9,950.00	$721.38	$10,671.38
A la Carte Warranties									
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	49		$7.13	$7.13	$698.74	$50.66	$749.40
Total							**$1,664,961.49**	**$51,902.56**	**$1,716,864.05**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	121	08/01/2023
AB3 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	121	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	110	08/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	08/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	08/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	110	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER BATTERY PACK, TACTICAL	132	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	95	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	15	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	330	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	330	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	220	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	220	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	220	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 6-BAY DOCK AND CORE	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	110	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	08/01/2023
A la Carte	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	08/01/2023
A la Carte	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	08/01/2023
A la Carte	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	08/01/2023
A la Carte	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/01/2023
A la Carte	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	08/01/2023
A la Carte	74200	TASER 6-BAY DOCK AND CORE	2	08/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	220	08/01/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	220	08/01/2025

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Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	113	02/01/2026
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	02/01/2026
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2026
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2026
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	220	08/01/2027
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	08/01/2027
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	113	08/01/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	100801	RECORDS OSP	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	2	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1100	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	110	09/01/2023	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	110
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	110
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80190	Evidence.com Channel Services	1
A la Carte	85144	AXON STARTER	1
A la Carte	85147	CEW STARTER	1

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	132	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	110	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	3	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	110	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	3	08/01/2024	08/31/2028
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/01/2024	08/31/2028
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	08/01/2024	08/31/2028

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Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 1	100552	TRANSFER CREDIT - GOODS	1	$4,594.04	$333.07	$4,927.11
Annual Payment 1	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 1	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$4.53	$0.33	$4.86
Annual Payment 1	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 1	74200	TASER 6-BAY DOCK AND CORE	2	$649.74	$47.10	$696.84
Annual Payment 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$139.75	$10.13	$149.88
Annual Payment 1	85144	AXON STARTER	1	$1,990.00	$144.28	$2,134.28
Annual Payment 1	85147	CEW STARTER	1	$1,990.00	$0.00	$1,990.00
Annual Payment 1	AB3C	AB3 Camera Bundle	110	$16,478.00	$1,194.66	$17,672.66
Annual Payment 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,622.24	$190.11	$2,812.35
Annual Payment 1	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$304,523.99	$8,460.83	$312,984.82
Total				**$332,992.29**	**$10,380.51**	**$343,372.80**

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 2	100552	TRANSFER CREDIT - GOODS	1	$4,594.04	$333.07	$4,927.11
Annual Payment 2	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 2	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$4.53	$0.33	$4.86
Annual Payment 2	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 2	74200	TASER 6-BAY DOCK AND CORE	2	$649.74	$47.10	$696.84
Annual Payment 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$139.75	$10.13	$149.88
Annual Payment 2	85144	AXON STARTER	1	$1,990.00	$144.28	$2,134.28
Annual Payment 2	85147	CEW STARTER	1	$1,990.00	$0.00	$1,990.00
Annual Payment 2	AB3C	AB3 Camera Bundle	110	$16,478.00	$1,194.66	$17,672.66
Annual Payment 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,622.24	$190.11	$2,812.35
Annual Payment 2	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$304,524.00	$8,460.83	$312,984.83
Total				**$332,992.30**	**$10,380.51**	**$343,372.81**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00

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Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100552	TRANSFER CREDIT - GOODS	1	$4,594.04	$333.07	$4,927.11
Annual Payment 3	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 3	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$4.53	$0.33	$4.86
Annual Payment 3	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 3	74200	TASER 6-BAY DOCK AND CORE	2	$649.74	$47.10	$696.84
Annual Payment 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$139.75	$10.13	$149.88
Annual Payment 3	85144	AXON STARTER	1	$1,990.00	$144.28	$2,134.28
Annual Payment 3	85147	CEW STARTER	1	$1,990.00	$0.00	$1,990.00
Annual Payment 3	AB3C	AB3 Camera Bundle	110	$16,478.00	$1,194.66	$17,672.66
Annual Payment 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,622.24	$190.11	$2,812.35
Annual Payment 3	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$304,524.00	$8,460.83	$312,984.83
Total				**$332,992.30**	**$10,380.51**	**$343,372.81**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 4	100552	TRANSFER CREDIT - GOODS	1	$4,594.04	$333.07	$4,927.11
Annual Payment 4	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 4	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$4.53	$0.33	$4.86
Annual Payment 4	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 4	74200	TASER 6-BAY DOCK AND CORE	2	$649.74	$47.10	$696.84
Annual Payment 4	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$139.75	$10.13	$149.88
Annual Payment 4	85144	AXON STARTER	1	$1,990.00	$144.28	$2,134.28
Annual Payment 4	85147	CEW STARTER	1	$1,990.00	$0.00	$1,990.00
Annual Payment 4	AB3C	AB3 Camera Bundle	110	$16,478.00	$1,194.66	$17,672.66
Annual Payment 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,622.24	$190.11	$2,812.35
Annual Payment 4	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$304,524.00	$8,460.83	$312,984.83
Total				**$332,992.30**	**$10,380.51**	**$343,372.81**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 5	100552	TRANSFER CREDIT - GOODS	1	$4,594.04	$333.06	$4,927.10
Annual Payment 5	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 5	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	110	$0.00	$0.00	$0.00
Annual Payment 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	$4.53	$0.32	$4.85
Annual Payment 5	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	50	$0.00	$0.00	$0.00
Annual Payment 5	74200	TASER 6-BAY DOCK AND CORE	2	$649.74	$47.12	$696.86
Annual Payment 5	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$139.75	$10.14	$149.89
Annual Payment 5	85144	AXON STARTER	1	$1,990.00	$144.26	$2,134.26
Annual Payment 5	85147	CEW STARTER	1	$1,990.00	$0.00	$1,990.00
Annual Payment 5	AB3C	AB3 Camera Bundle	110	$16,478.00	$1,194.64	$17,672.64
Annual Payment 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	$2,622.24	$190.12	$2,812.36

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Jul 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	110	$304,524.00	$8,460.86	$312,984.86
Total				**$332,992.30**	**$10,380.52**	**$343,372.82**

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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 (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

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.

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Exceptions to Standard Terms and Conditions

Execution of this quote will terminate contracts associated with Q-188403 (executed contract #00019445), Q-247876 (executed contract #00027357), Q-326849 (executed contract #00067835) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of $22,970.21 to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 8/1/2023-8/15/2023, resulting in a 9/1/2023 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Contingent upon agency payment of any outstanding invoices including and not limited to Year 4 Billing of contract 00027357.

DocuSigned by:
C2037E33C2CC4B3...

Signature

6/27/2023

Date Signed

6/26/2023

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

DocuSigned by:
C1FC1A957C74406...

Antwan Morrison, Finance Director

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ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

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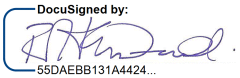
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Robert Driscoll bobby@axon.com VP, Assoc. General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/2/2018 11:27:43 AM ID: 6943ea04-c138-4194-a96a-e670aa85f248	DocuSigned by:  55DAEBB131A4424... Signature Adoption: Uploaded Signature Image Using IP Address: 73.100.124.193 Signed using mobile	Sent: 6/26/2023 11:02:31 AM Viewed: 6/26/2023 12:01:15 PM Signed: 6/26/2023 12:01:34 PM

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Rob Marangelo rmarangelo@axon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/10/2023 10:52:25 AM ID: e9b15811-fc08-4e8c-9ec3-49509b8b2f5f	COPIED	Sent: 6/26/2023 11:02:31 AM Viewed: 6/26/2023 11:08:48 AM

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Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2023 11:02:32 AM
Certified Delivered	Security Checked	6/26/2023 12:01:15 PM
Signing Complete	Security Checked	6/26/2023 12:01:34 PM
Completed	Security Checked	6/26/2023 12:01:34 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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To contact us by email send messages to: cnelson@axon.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.

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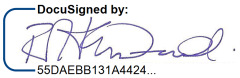
Certificate Of Completion

Envelope Id: 7745A7FDB7C04C34A566F3148757553F
Status: Completed
Subject: Complete with DocuSign: Complete_with_DocuSign_AXON_AGREEMENT-QUOTE_.pdf
Source Envelope:
Document Pages: 108
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Joshua Campbell
17800 N 85th St
Scottsdale, AZ 85255
jcampbell@axon.com
IP Address: 74.206.119.243

Record Tracking

Status: Original
6/26/2023 1:45:50 PM
Holder: Joshua Campbell
jcampbell@axon.com
Location: DocuSign

Signer Events	Signature	Timestamp
Robert Driscoll bobby@axon.com VP, Assoc. General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/2/2018 11:27:43 AM ID: 6943ea04-c138-4194-a96a-e670aa85f248	DocuSigned by:  55DAEBB131A4424... Signature Adoption: Uploaded Signature Image Using IP Address: 73.100.124.193 Signed using mobile	Sent: 6/26/2023 1:53:23 PM Viewed: 6/26/2023 1:53:32 PM Signed: 6/26/2023 1:54:08 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rob Marangelo rmarangelo@axon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/10/2023 10:52:25 AM ID: e9b15811-fc08-4e8c-9ec3-49509b8b2f5f	COPIED	Sent: 6/26/2023 1:53:23 PM Viewed: 6/26/2023 2:36:10 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2023 1:53:23 PM
Certified Delivered	Security Checked	6/26/2023 1:53:32 PM
Signing Complete	Security Checked	6/26/2023 1:54:08 PM
Completed	Security Checked	6/26/2023 1:54:08 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprises, Inc.-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprises, Inc.-HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cnelson@axon.com

To advise Axon Enterprises, Inc.-HR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cnelson@axon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprises, Inc.-HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cnelson@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprises, Inc.-HR

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cnelson@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprises, Inc.-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprises, Inc.-HR during the course of your relationship with Axon Enterprises, Inc.-HR.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 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, November 10, 2026, on the Question of Annexation - Apex Town Council's intent to annex 3.60 +/- acres, Apex Medical Center located at 1405 Zeno Road (PIN No. 0732-83-6597 and 1407 Zeno Road PIN No. 0732-83-4782), Annexation No. 839, 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 of Apex Medical Center. These two parcels on Zeno Road were rezoned from Residential Agriculture to Office and Instituional Conditional Zoning on August 27, 2024 (5-0) and the statement and ordinance from that approval can be viewed (HERE) and the plat map design layout documents can be viewed (HERE). This property was also known as Annexation Petition 797, however, property ownership changed from the time of the initial application and caused an ownership discrepancy. A new petition has been executed by the appropriate owners.

Attachments

- CN6-A1: Resolution Directing the Town Clerk to Investigate Petition
    - Certificate of Sufficiency by the Town Clerk
    - Resolution Setting Date of Public Hearing
- CN6-A2: Legal Description – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

- CN6-A3: Aerial Map – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres
- CN6-A4: Plat Map – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres
- CN6-A5: Annexation Petition – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

APEX 1873 NORTH CAROLINA

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

Annexation Petition No. 839
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 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 27th day of October, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 839
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 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 27th day of October, 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. 839
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 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 10th day of November, 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 27th day of October, 2026.

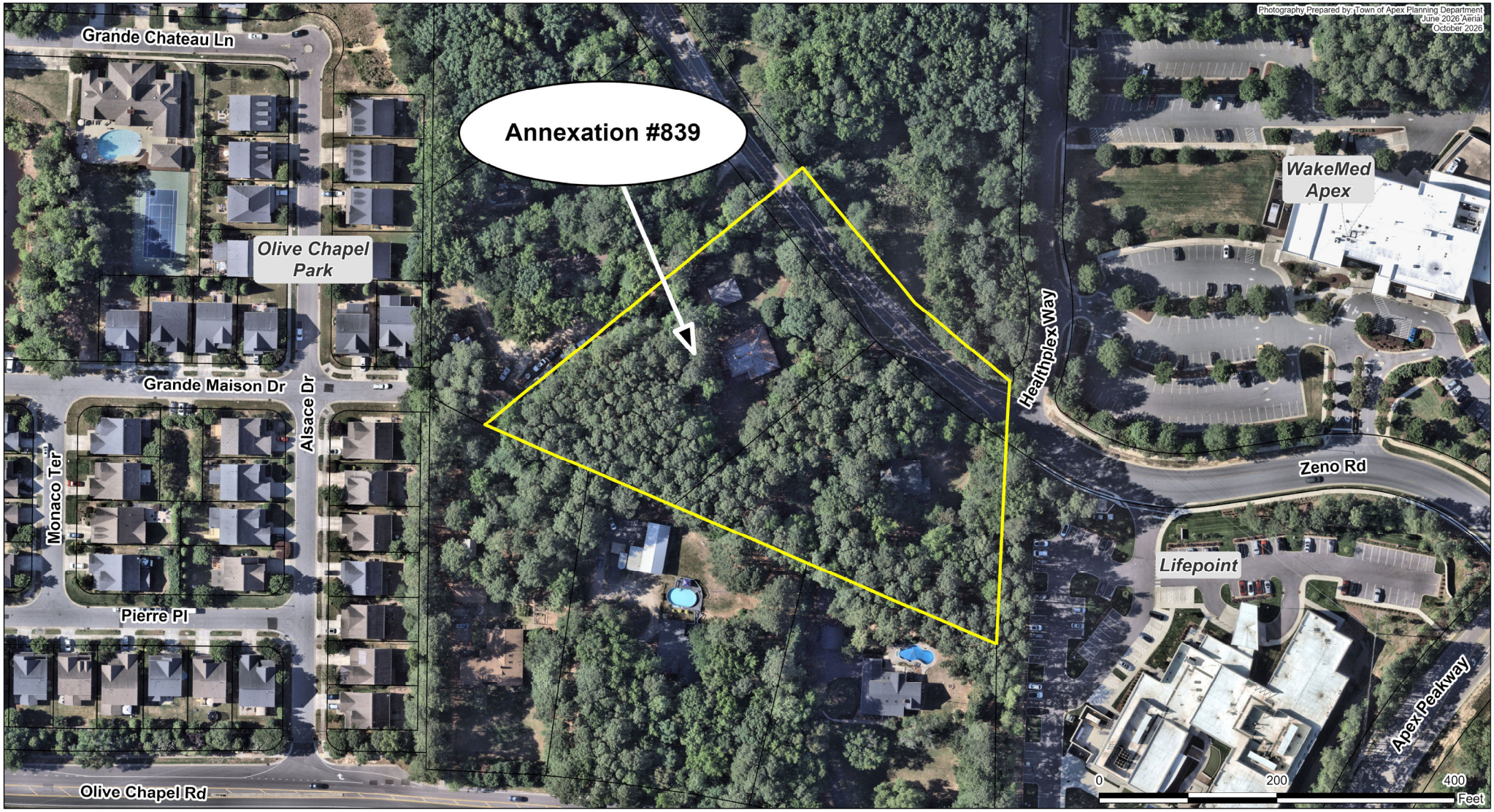
_____
Jacques K. Gilbert,
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

ANNEXATION DESCRIPTION

BEGINNING AT AN IRON PIPE HAVING NCGS COORDINATES NORTHING 723,633.56’ AND EASTING 2,038,842.16’ ON THE SOUTHERN RIGHT OF WAY AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF WAKEMED PROPERTY SERVICE, THENCE LEAVING SAID RIGHT OF WAY WITH SAID COMMON PROPERTY LINE SOUTH 02 DEGREES 19 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 222.34 FEET TO A REBAR AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF CARL THOMAS GRAY, THENCE NORTH 66 DEGREES 45 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 378.23 FEET TO AN IRON ROD, THENCE NORTH 66 DEGREES 45 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 235.00 FEET TO A POINT AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF RUSSELL J. AND SHARON R. MILES, THENCE WITH SAID COMMON PROPERTY LINE NORTH 49 DEGREES 21 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 385.11 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ZENO ROAD, THENCE CROSSING SAID RIGHT OF WAY NORTH 49 DEGREES 21 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 63.91 FEET TO POINT ON THE NORTHERN RIGHT OF WAY OF ZENO ROAD, THENCE WITH SAID RIGHT OF WAY SOUTH 39 DEGREES 44 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 198.69 FEET TO A POINT, THENCE SOUTH 50 DEGREES 34 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 139.37 FEET TO AN IRON PIPE, THENCE LEAVING SAID RIGHT OF WAY SOUTH 02 DEGREES 19 MINUTES 20 SECONDS WEST A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING, CONTAINING 156,833 SQUARE FEET OR 3.60 ACRES.


Photography Prepared by: Town of Apex Planning Department
June 2026 Aerial
October 2026
Annexation #839
Grande Chateau Ln
Olive Chapel Park
Grande Maison Dr
Alsace Dr
Monaco Ter
Pierre Pl
Olive Chapel Rd
Healthplex Way
WakeMed Apex
Zeno Rd
Lifepoint
Apex Peakway
0
200
400
Feet

CERTIFICATE OF SURVEY AND ACCURACY

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN REFERENCES AS SHOWN: THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN; THAT THE RATION OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15TH DAY OF OCTOBER A.D., 2026.

RONALD T. FREDERICK PLS: L-4720 10-15-2026

NORTH CAROLINA PROFESSIONAL SEAL L-4720 LAND SURVEYOR RONALD T. FREDERICK

ANNEXATION #_____

I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS 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, _____
DAY/MONTH/YEAR

_____
ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

TOTAL AREA OF ANNEXATION 3.60 AC INCLUDING R/W

N

N.C. GRID NORTH NAD83/2011



VICINITY MAP -NOT TO SCALE

N/F
RUSSELL J. MILES
SHARON R. MILES
DB 3271 PG 150
BM 1983 PG 653
PIN 0732833828

IPS
N49° 21' 24"E 63.91'
S39° 44' 21"E 198.69'
S39° 33' 56"E 99.77'
S41° 45' 29"E 100.90'
S50° 34' 51"E 139.37'
S49° 17' 05"E 104.14'
S54° 26' 25"E 86.80'
S02° 19' 20"W 71.00'
S02° 19' 20"W 222.34'
N49° 21' 24"E 385.11'
N47° 15' 04"E 261.92'
N66° 45' 59"W 235.00'
148.44'
N66° 45' 59"W 378.23'
229.79'

ZENO ROAD
VARIABLE WIDTH PUBLIC RIGHT OF WAY
BM 1983 PG 653
BM 2000 PG 1589
BM 2023 PG 581

TOWN OF APEX CORPORATE LIMITS

N/F
WESTCHESTER COMMERCIAL LLC
DB 19115 PG 898
BM 2023 PG 581
PIN 0732847028

30' DUKE ENERGY EASEMENT
DB 12376 PG 881

30' DUKE ENERGY EASEMENT
DB 12674 PG 1625

EWP ZENO ROAD LLC
DB 20147 PG 1333
BM 1983 PG 653
PIN 0732834782

1.58 ACRES
68,698 SF

1407 ZENO ROAD
ZONED O&I-CZ

EWP ZENO ROAD LLC
DB 20147 PG 1328
BM 1983 PG 653
PIN 0732836597

1.50 ACRES
65,437 SF

1405 ZENO ROAD
ZONED O&I-CZ

HEALTHPLEX WAY
VARIABLE WIDTH PUBLIC RIGHT OF WAY
BM 2023 PG 581

N/F
WAKEMED PROPERTY SERVICES
ATTN: CORPORATE ACCOUNTING
DB 11008 PG 2467
BM 2008 PG 118
PIN 0732942090

NCGS MONUMENT
"JUNCTION 2"
N: 727,401.10
E: 2,036,840.85
ELEV: 347.58'
NAD 83/2011
NAVD88

N81° 41' 13"W
23145.12'(GRID)
23147.51(GROUND)

N88° 50' 46"E
20905.21'(GRID)
20907.43'(GROUND)

IRON PIPE SET
N: 723633.56
E: 2038842.16
NAD 83/2011

NCGS MONUMENT
"DOWNS"
N: 724,054.57
E: 2,059,743.14
ELEV: 377.47'
NAD 83/2011
NAVD88
COMBINED GRID FACTOR:
0.999892675

N/F
WAKEMED PROPERTY SERVICES
DB 11008 PG 2467
BM 2000 PG 1589
PIN 0732930326

EXISTING REBAR WITH CAP & TAC FLUSH WITH GROUND
N: 723411.40
E: 2038833.15
NAD 83/2011
ELEV: 438.46
NAVD88

CALCULATED POINT

1"EIP BENT

1/4"EIR 2'AG

1" EIP

N/F
WAYNE HUI
KUI ZENG
DB 18240 PG 1317
BM 1983 PG 653
PIN 0732832455

N/F
BRANDON TOLER
ELIZABETH TOLER
DB 9932 PG 1370
BM 1983 PG 653
PIN 0732834349

N/F
CARL THOMAS GRAY
PAMELA R. GRAY
DB 7489 PG 94
BM 1983 PG 653
PIN 0732836390

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO ANNEX THE PROPERTY SHOWN INTO THE TOWN OF APEX
2. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS HORIZONTAL DATUM – NCSPCS (NAD 83/2011)
3. THIS SURVEY AND MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
4. AREAS SHOWN ARE BY COORDINATE METHOD.
5. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83/2011.

0 40 80 120

ABBREVIATION LEGEND

EIP – EXISTING IRON PIPE
CMF – CONCRETE MONUMENT FOUND
IPS – IRON PIPE SET
N/F – NOW OR FORMERLY
DB – DEED BOOK
PG – PAGE

LINE LEGEND

– PROPERTY LINE
– RIGHT-OF-WAY LINE
– APEX CORPORATE LIMITS

SCALE: 1"=40'
DRAWN BY: TKD
REVIEWED BY: RTF

BGE
5438 WADE PARK BLVD, SUITE 420
RALEIGH NC 27607
WWW.BGEINC.COM
NC LICENSE #C-4397
©2023

SURVEY FOR:
EAST WEST PARTNERS MANAGEMENT CO.

ADDRESS:
1450 ENVIRON WAY, CHAPEL HILL, NC 27517

LOCATED AT:
1405 & 1407 ZENO RD
APEX, NC 27502

ANNEXATION MAP FOR THE TOWN OF APEX

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

PROJECT#: 12413-00

FILE NAME: 12413-00_ANNEX

DATE: 10/15/2026

SHEET 1 OF 1

PETITION FOR VOLUNTARY ANNEXATION
Town of Apex, North Carolina

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

ANNEXATION FEE: $300; $200.00 for well/septic failure
For the complete Town of Apex Fee Schedule visit https://www.apexnc.org/DocumentCenter/View/407.

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.

PETITION FOR VOLUNTARY ANNEXATION

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

Application #:		Submittal Date:	
Fee Paid	$	Check #	

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

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

OWNER INFORMATION

EWP Zeno Road LLC	0732836597
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-904-7803	lperry@ewpnc.com
Phone	E-mail Address
EWP Zeno Road LLC	0732834782
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-904-7803	lperry@ewpnc.com
Phone	E-mail Address
N/A	N/A
Owner Name (Please Print)	Property PIN or Deed Book & Page #
N/A	N/A
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor:	Ronald Frederick (BGE, Inc.)		
Phone:	(919) 276-0111	Fax:	N/A
E-mail Address:	rfrederick@bgeinc.com		

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.60	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:	2	Water service (new construction)	☑
Proposed # of housing units:	0	Sewer service (new construction)	☑
Zoning District*:	O&I-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 #: _____ 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, EWP Zeno Road LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 13th day of October, 2026

Name of Limited Liability Company EWP Zeno Road LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, PATRICIA F. MUELLER, a Notary Public for the above State and County, this the 13th day of October, 2026.

_____
Notary Public

SEAL

My Commission Expires: 4.14.2029

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: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Jessica Hoffman, Director

Department(s): Budget and Performance Management

Requested Motion

Motion to approve Budget Ordinance Amendment No. 3 appropriating funds for State authorized law enforcement bonuses ($190,000 – Revenue from state) and the Apex utility customer assistance program ($250,000).

Approval Recommended?

Yes

Item Details

Budget Ordinance Amendment No. 3 allocates $190,000 in funding received from the State of North Carolina for the payment of a one-time $1,750 bonus to eligible sworn local law enforcement officers, as authorized by the State's enacted 2026 budget legislation. The budget amendment recognizes the state revenue and allocates the funds to the Police salaries budget to cover the required bonus payments in accordance with state guidelines.

Budget Ordinance Amendment No. 3 also allocates $250,000 from General Fund fund balance to fund the Apex utility customer assistance program, which provides financial assistance to eligible residents who need help paying for essential utility expenses, including electricity, water, and other qualifying utility services.

Attachments

- CN7-A1: Budget Ordinance Amendment No. 3 - State Authorized Law Enforcement Officer Bonuses and Apex Utility Customer Assistance Program

Town of Apex

Budget Ordinance Amendment No. 3

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:

43140	State Grants	190,000
48020	Fund Blance - Amended	250,000
Total Revenues		**$440,000**

Section 2. Expenditures:

51000	Police Salaries	190,000
59955	Apex Customer Assistance	250,000
Total Expenditures		**$440,000**

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 27th day of October 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: October 27, 2026

Item Details

Presenter(s): Courtney Jones, HR Manager – Talent & Benefits

Department(s): Human Resources

Requested Motion

Motion to award a multi-year contract between Alliant Insurance Services, Inc. and the Town of Apex for employee benefits consulting and brokerage services effective January 1, 2027, through December 31, 2031, and authorize the Town Manager, or their designee, to execute both the Business Associate Agreement and Consulting Services Agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town previously partnered with Marsh McLennan Agency (MMA) for employee benefits consulting and brokerage services. As the Town's employee benefits program continues to evolve, the Human Resources Department conducted a competitive Request for Proposals (RFP) process to evaluate qualified benefits brokers and ensure alignment with the Town's long-term strategic priorities.

Following evaluation of the proposals, Alliant was selected based on its public-sector experience, data analytics and benchmarking capabilities, pharmacy strategy and cost management, renewal negotiations, and proactive benefits consulting services.

The proposed agreement provides employee benefits consulting and brokerage services at an annual fee of $125,000, subject to the terms of the final agreement and applicable budgetary requirements.

Attachments

- CN8-A1: Business Associate Agreement – Contract Award - Alliant Insurance Services, Inc. - Town's Benefits Broker - January 1, 2027, through December 31, 2031

- CN8-A2: Consulting Services Agreement - Contract Award - Alliant Insurance Services, Inc. - Town's Benefits Broker - January 1, 2027, through December 31, 2031

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between _Town of Apex, NC ("Covered Entity" or "Plan"), and Alliant Insurance Services, Inc., a California corporation ("Business Associate"), as of the date last written below. Each Covered Entity and Business Associate are sometimes referred to herein singularly as "Party" and collectively as "Parties."

Pursuant to the Parties' separate services agreement ("Services Agreement") or Plan Sponsor's designation of Business Associate as the Broker of Record (BOR) for certain group health plan benefits offered under the Plan, as applicable, Business Associate has agreed to perform certain services for or on behalf of the Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules") ("Covered Services").

To the extent the Parties have entered into a written Services Agreement, this Agreement supplements the Services Agreement and all other concurrent and future agreements between the Parties that may involve protected health information and compliance with HIPAA. The Agreement is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they have been amended, including but not limited to privacy and security amendments of the Affordable Care Act and the Health and Human Services ("HHS") Omnibus Final Rule.

Business Associate understands and acknowledges that it is subject to the HIPAA Rules, and that violation of the HIPAA Rules carries significant penalties as described in 45 CFR § 160.404. Business Associate also understands that it is subject to and must comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH") privacy provisions of the American Recovery and Reinvestment Act, as well as with any applicable state privacy laws.

WHEREFORE, for valuable consideration, including the mutual promises and benefits as set forth below, the Parties agree as follows:

DEFINITIONS

I. **General Definitions**. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. **Specific Definitions.**

(A) ***Business Associate*** shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Business Associate.

(B) ***Covered Entity*** shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Covered Entity.

(C) ***Protected Health Information ("PHI")*** shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business

Associate on behalf of Covered Entity that relates to an Individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.

AGREEMENT

I. **Recitals Incorporated.** The recitals above are expressly incorporated into the terms of this Agreement.

II. **Relationship of the Parties.** Business Associate is, and at all times during this Agreement shall, be acting as an independent contractor to the Covered Entity, and not as the Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.

III. **Business Associate Responsibilities.** Business Associate agrees to:

(A) Fully comply with the HIPAA Rules as they apply to business associates.

(B) Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.

(C) Use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic PHI. Such safeguards will include, but not be limited to, Business Associate conducting periodic risk assessments with respect to Covered Entity's PHI. Business Associate shall, to the extent reasonably possible, implement and follow recognized security practices consistent with H.R. 7898, enacted into law on January 5, 2021. Business Associate shall provide Covered Entity with all information reasonably requested about such safeguards, including whether Business Associate follows such recognized security practices and, if so, which practice or practices.

(D) Within thirty (30) days after discovery, report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, applicable state privacy laws, or the HIPAA Rules of which Business Associate becomes aware, including but not limited to reporting breaches of unsecured PHI as required by 45 CFR § 164.410, reporting security incidents as required by 45 CFR § 164.314(a)(2)(i)(C), and reporting breaches and security incidents of Business Associate's contractors and subcontractors.

(E) Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.

(F) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same or equivalent restrictions, conditions, and requirements set forth in this Agreement, applicable state privacy laws, HITECH, and the HIPAA Rules applicable to such subcontractors. Without limitation, Business Associate shall ensure that any subcontractors comply with the applicable requirements of 45 C.F.R. Parts 160, 162, and 164. Business Associate shall fulfill this requirement by executing a written agreement with any subcontractors in compliance with the requirements of the HIPAA Rules. To the extent required by applicable law or other binding regulatory guidance, Business Associate shall not disclose PHI to a "tracking technology vendor" (as defined in guidance issued by the DHHS) unless: (i) Business Associate has entered into

an agreement with such tracking technology vendor in accordance with this Section; and (ii) such disclosure is permitted or required under the Privacy Rule and this Agreement.

(G) Substance Use Disorder Information. The parties acknowledge and agree that records subject to 42 C.F.R. Part 2 ("Part 2") may be used and disclosed only as permitted under Part 2.

(H) Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI in Business Associate's control as necessary to enable Covered Entity to satisfy its obligations to provide an Individual with access to PHI under 45 CFR § 164.524.

(I) Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI for amendment and incorporate any amendments to PHI as necessary to enable Covered Entity to satisfy its obligations under 45 CFR § 164.526.

(J) Maintain information concerning Business Associate's or subcontractors' disclosures of PHI as required by 45 CFR § 164.528(a)-(b) and, within fifteen (15) days following Covered Entity's request, make such information available to Covered Entity as necessary to enable Covered Entity to render an accounting of disclosures pursuant to 45 CFR § 164.528.

(K) To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(L) Make Business Associate's internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

IV. Uses and Disclosures by Business Associate.

(A) **Permissible Uses and Disclosures.** Business Associate may use or disclose PHI only as follows:

(1) As necessary to perform the services set forth in the Services Agreement.

(2) To de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).

(3) As required by law.

(4) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for these purposes (a) are required by law, or (b)(i) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (b)(ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(5) To provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.

(B) **Impermissible Uses or Disclosures.** Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity except for the specific uses and disclosures set forth in Sections IV(A)(1)-(5), if applicable.

(C) **Minimum Necessary.** Business Associate agrees to use or disclose the minimum amount of PHI necessary for a permitted purpose pursuant to this Section IV, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

V. Obligations and Duties of Covered Entity.

(A) Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s), if any, may affect Business Associate's use or disclosure of PHI. Covered Entity may satisfy this requirement by providing Business Associate with the notice of privacy practices that it delivers in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(B) Notice of Individual Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(C) Notice of Other Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(D) Impermissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by Covered Entity.

VI. Term and Termination. Unless otherwise agreed in writing by the Parties, this Agreement shall be effective as of the date executed by the Parties and shall continue until terminated as provided below.

(A) Termination. This Agreement shall terminate on the date the Services Agreement or BOR, as applicable, is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:

(1) Covered Entity may terminate this Agreement without cause upon sixty (60) days' prior written notice to Business Associate.

(2) Covered Entity may terminate this Agreement upon thirty (30) days' prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the PHI. Subject to Section VI(A)(3), Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may immediately terminate this Agreement.

(3) Notwithstanding Section VI(A)(2), Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

(B) Termination of Services Agreement. Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of PHI is a material purpose of the Services Agreement and this Agreement is terminated for any reason.

(C) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall with respect to PHI received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

(1) If feasible, return all PHI to Covered Entity or, if Covered Entity agrees, destroy such PHI.

(2) If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information, and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules, and Business Associate will notify the Covered Entity of the retained information in writing. The notification shall include: (a) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from employees, contractors, subcontractors, or agents any PHI in their possession, the Business Associate must provide a written explanation to Covered Entity and require the employees, contractors, subcontractors, or agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to their use and/or disclosure of any PHI retained after the termination of the Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

(D) Survival. Business Associate's obligations under Section VI shall survive termination of this Agreement.

VII. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

VIII. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HIPAA Rules and any other applicable laws.

IX. Governing Law. This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of North Carolina and all actions shall be venued in the state or district courts of North Carolina**.**

X. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section III(F), above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

XI. Cooperation. The Parties agree to cooperate with each other's efforts to comply with the requirements of the HIPAA Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other Party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.

XII. Notice. All notices, requests, and other communications given under this BAA, shall be in writing and deemed duly given: (A) when delivered personally to the recipient; (B) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (C) five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices requests or communications under this BAA shall be addressed as follows:

If to Covered Entity:

73 Hunter Street

Apex, NC 27502

If to Business Associate:

227 W. Trade St

Suite 1930

Charlotte, NC 28202

With a copy to:
Legal Department (EB)
701 B Street, 6th Floor
San Diego, CA 92101
ContractsAdministration@alliant.com

XIII. **Relation to Services Agreement.** This Agreement supplements the Services Agreement, as applicable. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement as it relates to the creation, maintenance, use, transmission or disclosure of PHI, this Agreement shall control.

XIV. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.

XV. **Insurance.** Unless waived in writing by Covered Entity, Business Associate shall obtain and maintain insurance or equivalent programs of self-insurance with appropriate limits sufficient to cover costs, losses and damages that may arise from Business Associate's breach of this Agreement or any unauthorized use or disclosure of PHI by Business Associate. Upon Covered Entity's request, Business Associate shall provide proof of such insurance to Covered Entity.

XVI. **Entire Agreement.** This Agreement contains the entire agreement between the Parties as it relates to the use or disclosure of PHI, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

COVERED ENTITY	BUSINESS ASSOCIATE
By_____	By_____
Print:_____	Print:_____
Title:_____	Title:_____
Date:_____	Date:_____

This Consulting Services Agreement ("***Agreement***") is effective 1/1/2027 ("***Effective Date***") between Alliant Insurance Services, Inc., a California corporation with its principal place of business at 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612 ("***Alliant***"), and Town of Apex, NC, a North Carolina municipality, with its principal place of business at 73 Hunter Street Apex, NC 27502 ("***Client***"). Alliant and Client may be referred to in this Agreement individually as a "***Party***" and together as the "***Parties***." The schedules, attachments and exhibits referenced in and attached to this Agreement shall be deemed an integral part of this Agreement and the term Agreement as referenced herein shall include all schedules, attachments and exhibits. In the event any inconsistency or conflict exists between the provisions of this Agreement and any schedules, attachments or exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such schedules, attachments or exhibits.

1. **Services**.

   a. **Scope of Services**. Alliant shall provide the services described in Schedule I (collectively, "***Services***") for Client's employee benefit plan(s) for which Alliant is designated as the broker of record ("***Plan(s)***").

   b. **Services Warranty.** Alliant warrants that the Services will be performed in a professional manner by appropriately qualified personnel in accordance with applicable laws and generally accepted industry practices. This warranty is contingent upon Client's timely provision of complete and accurate information as required under Section 3. Alliant disclaims all other warranties, express or implied, including warranties of title, merchantability or fitness for a particular purpose.

2. **Compensation Disclosure**. In consideration for the Services, Alliant shall receive, and discloses to the Client, the compensation it receives pursuant to this Agreement in Schedule II.

3. **Client Obligations**.

   a. **Service-Specific Obligations**. Client shall be responsible for all client obligations identified in Schedule I.

   b. **Client-Provided Information.** Client shall, promptly after the Effective Date and thereafter upon Alliant's request, provide all information requested by Alliant that may be necessary for Alliant to perform the Services, including, without limitation, information about Client, Client's existing employee benefits plans, loss experience, and risk exposures; provided that, Client shall not provide Alliant with any individual's personally identifiable information unless Alliant specifically requests such information to perform the Services. Client acknowledges that Alliant relies on such Client-provided information to perform the Services. Client confirms that all information it provides to Alliant will be complete and accurate.

c. **Material Changes.** Client shall promptly report to Alliant in writing any significant changes in exposures, loss-related data, Client's operations, coverages or limits, lines of coverage, or any other change that will change the scope or nature of Client's insurance plans.

d. **Review.** Client shall promptly review coverage documents, templates, and other documents for the Plan(s) provided by Alliant, the insurer, or the third-party administrator ("***TPA***"), to ensure that the documents are consistent with Client's specifications. Client shall promptly inform Alliant of any

discrepancies or required changes.

e. Delay. Client shall perform its obligations under this Section 3, including the obligation to provide all information requested by Alliant, as soon as practicable but no later than the dates agreed upon by Alliant and Client. Alliant is not liable for any delay or partial performance in performing the Services to the extent such delay or partial performance arises from Client's delay in performing its obligations under this Section 3 or promptly making decisions related to the Plan(s).

4. Disclaimers.

a. Not Legal or Tax Advice. Alliant is not responsible for Client's compliance with any laws, regulations, and/or statutes affecting the Plan(s). None of the services, advice, recommendations, or communications provided by Alliant constitutes legal or tax advice, analysis, or opinion, and Client shall not interpret or rely on any of Alliant's Services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.

b. No Fiduciary Relationship. Alliant will not have discretionary authority or discretionary control with respect to the administration or management of any of the Plan(s). Alliant also will not have authority to exercise any discretion or control with regard to the management, use, or disposition of any assets of the Plan(s) and will not render any investment advice with respect to the Plan(s) or any assets of the Plan(s). Alliant does not provide services as a fiduciary of the Plan(s), and its performance of the Services will not make it a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("***ERISA***"), as amended. Client shall not represent that Alliant is a fiduciary for purposes of ERISA.

c. Plan Recommendations and Funding. Any plans or plan provisions recommended by Alliant are solely recommendations, and Client, not Alliant, has the ultimate authority to select and modify the plans. Alliant shall have no responsibility, risk, liability, or obligation for funding the Plan(s). All responsibility, risk, liability, and obligation for funding the Plan(s) lies solely with the Plan(s) and the plan sponsor(s).

d. Other Brokers. Alliant is not responsible for, and hereby disclaims all liability for, any acts, errors, and/or omissions of Client's previous or current brokers, consultants, and/or advisors. If Client has any employee benefits plan(s) for which Alliant is not the broker of record, Alliant is not responsible for performing any services with respect to such plan(s) and hereby disclaims all liability for any acts, errors, and/or omissions of Client's other brokers, consultants, and/or advisors.

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5. Confidentiality.

a. **Definitions.** The Services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth in this Agreement. During the Term, the Parties may each exchange information considered confidential, proprietary, and/or trade secret, including, without limitation, financial information, pricing information, intellectual property, ideas, concepts, systems, designs, research and technical information, business and operational policies, plans, processes, procedures and strategies, system design and operating specifications, data, recommendations, proposals, reports and similar information (collectively, "***Confidential Information***"). For purposes of this Section 5, the Party disclosing Confidential Information is the "Disclosing Party" and the Party receiving Confidential Information is the "***Receiving Party***".

b. **Exclusions.** Confidential Information does not include information that is (i) in, or that becomes part of, the public domain other than as a result of a breach of this Section 5; (ii) independently developed by the Receiving Party as demonstrated by its records; (iii) lawfully known by the Receiving Party, without any obligation of confidentiality or other restriction on use or disclosure, prior to disclosure of the information by Disclosing Party; or (iv) disclosed by a third party whom the Receiving Party has no reason to believe has any confidentiality or fiduciary obligation to such information's owner.

c. **Legal Compulsion.** A Receiving Party may disclose Confidential Information only to the extent necessary to comply with a valid order of a court or governmental agency with proper jurisdiction or as required by law or regulation; provided that, the Receiving Party shall, to the extent allowed by law, promptly advise the Disclosing Party of the order, subpoena, or request in order to enable the Disclosing Party to employ lawful means to avoid or limit disclosure. Either Party is also entitled to release Confidential Information as required to prosecute or defend any claim under this Agreement; provided however, that the Party seeking to release or use the information shall take all reasonable steps necessary to avoid disclosing Confidential Information, including filing documents and papers under seal.

d. **Non-Disclosure; Reasonable Efforts**. Except as otherwise provided in this Agreement or as required by applicable law, a Receiving Party shall not distribute, use, or rely upon Confidential Information without the Disclosing Party's permission. Additionally, except as otherwise provided in this Agreement, a Receiving Party shall not directly or indirectly communicate, divulge, or otherwise disclose the Confidential Information to any unauthorized person or entity. The Parties shall employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of Confidential Information to those employees, officers, directors, agents, subcontractors, representatives, and advisors (including, without limitation, attorneys, accountants, and financial advisors and, in the case of Client, its Council) (collectively, its "Representatives") who have legitimate "need to know" the information in order to perform under this Agreement and who are bound by obligations of confidentiality no less restrictive than this Section 5. The Receiving Party will be liable for any breach of this Agreement by any of its Representatives. Notwithstanding anything in this Section 5 to the contrary, Client agrees and acknowledges that Alliant may also disclose Client's Confidential Information to Client's insurers, underwriters, and other recognized intermediaries and administrators solely as needed to market and service Client's Plan(s), insurance programs, or portions thereof; provided, however, that Alliant shall first inform such recipients of the confidential nature of the information.

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e. **Ownership of Confidential Information.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and its unique and variable asset.

f. **Return or Destruction of Confidential Information**. Upon this Agreement's termination or earlier upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, received in non-electronic form and shall destroy all information received electronically. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain copies of Confidential Information in order to comply with legal or regulatory requirements and any electronic files automatically saved pursuant to its archiving and document retention procedures and that cannot reasonably be deleted; with respect to all such retained copies, the Receiving Party will remain subject to the confidentiality obligations stated in this Section 5 for so long as the copies are retained.

g. **Business Associate Agreement**. To the extent applicable, if the performance of this Agreement involves the use or disclosure of Protected Health Information ("PHI"), as that term is defined in 45 C.F.R. § 160.103, then the Parties acknowledge and agree to comply with the Business Associate Agreement, attached as an exhibit to this Agreement and hereby incorporated by reference.

h. **Survival.** The obligations contained in this Section 5 will survive termination of this Agreement for a period of two years or longer as required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or by applicable law.

6. Licenses and Ownership.

a. **Media License**. To the extent that Alliant will prepare benefit brochures, open enrollment materials, or other benefit communications for Client's employees (collectively, "***Benefit Materials***"), and Client has or will provide photographs, images, other media, trademarks, and/or logos (collectively, "***Media***") to include in the Benefit Materials, Client hereby grants Alliant a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use the Media solely in the Benefit Materials. This license includes the right to use, reproduce, edit, crop, retouch, distribute, and create derivative works of the Media as needed to incorporate the Media into the Benefit Materials and to otherwise prepare and distribute the Benefit Materials. Client represents and warrants that (i) it is the owner of the Media or has the right to grant Alliant the licenses to use the Media, free of all liens, claims, and encumbrances; and
(ii) Alliant's use of the Media as specified in this Agreement will not infringe the rights, including the personal or proprietary rights, of any other party.

b. **Other Client Information**. Client hereby authorizes and grants Alliant the right to use all Client-provided information solely as necessary to provide the Services. Client represents and warrants that it has or will obtain the necessary consents from each individual before providing or otherwise disclosing any of the individual's personally identifiable information to Alliant.

c. **Ownership**. Except as otherwise expressly stated in this Agreement, Client will retain all ownership rights in the Media and other Client-provided information. Alliant will retain all ownership rights to all

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information, data, benefit analysis, materials, specifications, and products supplied by Alliant (collectively, "***Work Product***"), together with all intellectual property rights in the Work Product. Work Product is solely for use by Client and its Plan(s) and may not, without Alliant's prior written consent, be shared with anyone other than Client's employees and advisors who have a legitimate need to know as a result of their services to the Plan, Plan participants and beneficiaries, or as required by law, but in no event may the Client share the Work Product with any third party for the purpose of creating derivative works or competitive products.

7. Term and Termination.

a. **Term**. Unless terminated in accordance with this Section 7, this Agreement will have an initial term of five (5) years from the Effective Date ("***Initial Term***"), after which it may be renewed in a writing signed by both parties for successive one-year periods ("***Renewal Term(s)***"). The Initial Term and all Renewal Term(s) are collectively the "***Term***."

b. Termination.

i. **For Convenience**. Either Party may terminate this Agreement by notifying the other Party in writing of its intent not to renew the Agreement at least sixty (60) days before the end of the Initial Term or the then-current Renewal Term. Additionally, during any Renewal Term, either Party may terminate this Agreement for any reason upon ninety (90) days' prior written notice.

ii. **For Cause**. During the Initial Term or any Renewal Term, either Party may terminate this Agreement if the other Party's material breach remains uncured for thirty (30) days following its receipt of the terminating Party's written notice of the breach.

iii. **Immediate Termination**. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy.

c. Final Fees. No later than thirty (30) days after this Agreement's termination, Alliant shall issue a final invoice for any services performed and expenses incurred by Alliant on or before the Agreement's effective date of termination and that remain payable by Client. The Client shall pay such invoice within forty-five (45) days of its receipt of the invoice.

d. Survival. Except as otherwise stated in this Agreement, the rights and obligations contained in Sections 5, 6, 7, 8, 9, and 10 of this Agreement shall survive the termination of this Agreement.

8. Indemnification.

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9. **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF THAT PARTY KNOWS OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES OF ANY KIND IN AN AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE TO ALLIANT FOR THE SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING SHALL LIMIT A PARTY'S LIABILITY RESULTING FROM THE PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

10. **Miscellaneous**.

a. Independent Contractor. Alliant is an independent contractor for Client. This Agreement does not create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Neither Party has any authority to act on behalf of the other Party or bind the other Party in any respect; provided, however, that Alliant has the authority to act as a broker on behalf of Client as contemplated hereunder.

b. Notice. All notices given under this Agreement shall be in writing and deemed given: (i) on the business day when delivered personally; (ii) one business day after being sent by a reputable overnight courier services (charges prepaid); or (iii) five business days after being sent by certified mail (charges prepaid). Notices must be sent to the Party's following address or any other address that the Party designates by proper notice:

If to Client:	**If to Alliant:**
Town of Apex 73 Hunter Street Apex, NC 27502 Attn: Courtney Jones	Alliant Insurance Services, Inc. 227 W. Trade St Suite 1930 Charlotte, NC 28202 Attn: Kevin Wintermute ***With a copy to:*** **Before January 1, 2027:** Alliant Insurance Services, Inc. 701 B Street, 6th Floor San Diego, CA 92101 Attn: Chief Legal Officer In addition, send a courtesy copy of any notice electronically to CorpLegalOps@alliant.com. Electronically received notices do not constitute formal delivery under this section.

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c. **Governing Law; Waiver of Jury Trial; Venue**. This Agreement will be governed by and construed in accordance with the laws of **North Carolina** without regard to its conflicts of law principles, and the Parties each consent to the exclusive jurisdiction of the state and federal courts in **North Carolina**.

d. **Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, except that prior written consent will not be required for a Party to assign this Agreement to its successor in interest in connection with a merger, consolidation, reorganization, or sale of substantially all that Party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

e. **Waiver**. A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not prevent the subsequent enforcement of each and every provision of this Agreement.

f. **No Third-Party Beneficiaries**. Except as stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.

g. **Counterparty; Electronic Signature**. This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

h. **Entire Agreement; Amendments; Severability**. This Agreement, together with its attached Initial SOW and exhibits, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, related to its subject matter. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, that provision will be severed from this Agreement without affecting the validity or enforceability of all other provisions of this Agreement, which will remain in full force and effect.

i. **Construction**. The Parties jointly negotiated the terms of this Agreement, and each Party had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

j. **Authority**. Each person signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Party he or she represents.

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

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

m. **Nondiscrimination**. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Alliant hereby warrants and agrees that Alliant will not discriminate against a protected class in employment, subcontracting practices, or the

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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.

n. **Nonappropriation.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Client 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 Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Client.

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SO AGREED:

Town of Apex

By: _____
Name:
Title:

Alliant Insurance Services, Inc.

By: _____
Name:
Title:

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SCHEDULE I
Services

1. **Plans and Lines of Coverage**. The services set forth in Schedule I.a. apply to the following Client's current group benefits programs. Core benefits included:

- Medical benefit plans
- Pharmacy benefit plans
- Stop loss insurance
- Dental benefit plans
- Vision benefit plans
- Employee Assistance Programs
- Life and Accident insurance plans
- Disability insurance plans
- Administrative plans (does not include provision of actual TPA services)
- Flexible Spending Accounts
- Wellness plans
- Voluntary benefits plans

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A. Standard Services

Service	Frequency
Overall Strategy	
Set/review goals and objectives against financial strategies	Annually
• Evaluate market trends, competitive environment, and culture	Annually
• Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	Annually
• Benchmark plan designs, costs and contributions	Annually
• Facilitate planning meetings and prepare executive-level documents as necessary	Annually
• Evaluate funding and risk retention strategies	As Needed
• Develop and manage service/benefit calendar	Annually
Additional Overall Strategy Services:	
Develop custom benchmarking	Annually
Financial and Renewal Management	
Deliver expected vs. budget reports including claim experience, fixed fees, and high-cost claims	Monthly
• Prepare pre-renewal analysis to inform renewal strategy	Annually
• Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
• Conduct self-insured underwriting analysis	Annually
• Price plan design alternatives	Annually
• Develop employer premiums and calculate COBRA rates	Annually
• Model employee contributions	Annually
• Develop budget projections	Annually
• Calculate annual reserve (IBNR) estimates	Annually
Additional Financial and Renewal Management Services:	
Determine Medicare creditable coverage eligibility and provide attestation letter	Annually
Marketing and Placement Support	
Prepare request for proposals ("***RFP***") - evaluate potential vendors and develop bid specifications	As needed
• Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
• Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed
• Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed
Additional Marketing and Placement Services:	
Conduct network discount and disruption analysis	As needed
Vendor Management	
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
• Conduct utilization review meetings	Quarterly
• Support escalated claim or plan design issues	As needed

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Service	Frequency
• Review plan document changes (contracts, policies, SBCs)	Annually
Benefit Administration	
Implementation of benefit administration technology platform	Ongoing
Support for platform use for new hires and open enrollment	Ongoing
Carrier data file integration for eligibility management	Ongoing
Payroll import ready deduction files	Ongoing
Health, Well-Being Productivity	
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions	Annually
• Assist in navigating the vendor landscape as it pertains to well-being programs and point solutions	Ongoing
• Support marketing of vendors	As needed
• Provide access to standard communication toolkit including monthly newsletter, annual communications calendar, health educational flyers and pamphlets on relevant health conditions and well-being initiatives	As needed
• Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings and biometrics	As needed
• Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	As needed
• Provide templates for employee and employer surveys and assessments	As needed
Compliance	
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing
Provide daily Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. COBRA, HIPAA, ACA, section 125, etc.	Ongoing
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Provide template documents for compliance SPD's, Summary Material Modifications, COBRA model notices, customizable HIPAA Privacy and Security policies and procedures	As needed
Access to Human Resources Support Service, e.g., HR Workplace	Ongoing
Communications	
Facilitate communication strategies for open enrollment and new hires	Annually
Assess current communication materials provided by vendors and developed in-house	Annually
Draft open enrollment materials based on Alliant's template materials including announcement letter/email, open enrollment PowerPoint, benefit guides	Annually
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Coordinate vendor materials and supplies to support open enrollment	Annually
Provide access to library of videos and educational materials	As needed
Conduct open enrollment meetings and/or virtual or live benefits fairs	As needed

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Service	Frequency
Provide Benefit Advocate services including call center assistance for plan members	Ongoing
Alliant Medicare Solutions including provision of educational materials and decision support for employees eligible for Medicare via employer-specific toll-free number	

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B. Analytics Services

Service	Frequency
Financial Services	
Underwriting service and support on self-funded medical plan, including models and assumption recommendations	As needed
Underwriting service and support on fully-insured medical, dental, and vision plans, including models and assumption recommendations	As needed based on data availability
IBNR development	As needed
Migration analysis, including advice on potential enrollment changes based on plan structure	As needed
Contribution analysis, including advising on potential employee contribution structure to achieve strategic goals	As needed
Plan design change analysis	As needed
Creditable coverage analysis—Medicare or state specific	Once annually
Provide financial impact of new regulation	As needed
Carrier change discount database comparison (major carrier networks only)	Once annually
Track and monitor stop loss claim reimbursements through plan year	As needed
Trend analysis	Once annually
IBNR review, including review of locally developed IBNR analysis and actuarial attestation	Once annually
Captive medical claim pricing, including determination of potential liability of placing stop loss in a captive arrangement	As needed
Fully-insured v. self-insured analysis	As needed

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C. Alliant Analytics Data Warehouse

Alliant's Data Warehouse is comprised of three core tools: our web-based platforms – Executive Analytics ("***EA***") and Alliant Analytics ("***AA***"), and our internally derived Alliant Interactive Analytics ("***AIA***"). Our data warehouse is developed to allow plan insights analysis aggregated from member-level data including eligibility, medical, and pharmacy data. Additional data may be integrated as well, including but not limited to dental claims, vision claims, biometric data, and third-party point solutions.

Alliant's Data Warehouse collects and leverages Client's raw healthcare data for the purpose of:

- Analyzing historical claim and enrollment trends
- Identifying clinical cost drivers and utilization trends
- Providing high-cost claimant reviews and large claim predictive analytics
- Evaluating the impact of potential future cost avoidance strategies
- Stratifying the severity and prevalence of chronic conditions in the client's population
- Monitoring population health quality metric completion rates
- Exploring the utilization of providers based on provider quality metrics
- Other analytics and strategic reviews based on Client's evolving plan needs

Additional interpretation and engagement may be provided via Alliant's Health & Productivity, Pharmacy, Clinical, Financial Consulting, Stop Loss and other internal experts as needed in support of the dedicated Client team.

Deliverables

Standard:

- Dashboards (cadence will be determined)
    - Executive Dashboard
    - Clinical Dashboards
    - Alliant Analytics Standard Reports
    - Alliant Interactive Analytics Dashboard packages

Ad-Hoc reports, dashboard Analysis to support client and account team inquiries.

Exclusions and Additional Fees.

Standard Fees exclude external fees that may be imposed by the Client's insurance carriers or other third-party data providers for the setup and maintenance of the Alliant Data Warehouse data feed.

SCHEDULE II
COMPENSATION DISCLOSURE

As consideration for the Services Alliant provides pursuant to this Agreement, Alliant will receive the compensation set forth below. To the extent applicable, this compensation information is disclosed pursuant to ERISA section 408(b)(2) or other applicable law, and in order for Client to comply with any fiduciary duty to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Alliant may be paid both direct and indirect compensation for the Services provided. Indirect compensation may include both base and contingent commissions from certain insurance carriers. Contingent commissions are generally calculated at the calendar year end and contingent upon a number of factors not directly related to Client's plan. Whether Alliant receives contingent commissions is a decision made exclusively by each carrier based on their own unique set of factors. These factors include the overall number of employer plans and/or plan participants in plans for which Alliant placed insurance, and retention rates, among others. In general, payment of contingent commissions does not impact your plans' premiums. Historically, these contingent commissions are in the ranges noted in the table below. Alliant uses this contingent and supplemental compensation to staff and resource proprietary programs specifically designed to maximize the performance of your plan and provide the highest quality experience for your employees and their dependents.

1. **Direct Compensation.**

   a. **Fees.** Client shall pay Alliant the following fees for the Services set forth above.

   The fee for the standard Services will be $125,000 per year.

Policy Year	Fee
2027	$125,000
2028	$125,000
2029	$125,000
2030	$125,000
2031	$125,000

   b. **Payment.** Client shall pay any fee hereunder within forty-five (45) days of its receipt of Alliant's invoice.

   c. **Contingent Commission Opt Out.** As set forth above, Alliant may receive income as a result of contingent commission agreements with certain insurance carriers. Client may opt-out of having its plan premiums included in the calculation of these contingent commissions by accessing the "opt-out" form from the link on Alliant's website: http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx. The parties acknowledge that these commissions, if any, are determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information

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related to the carriers' decision-making process on the payment of these contingent commissions is solely within the discretion of each insurance carrier. Note that if your organization has opted out of contingent or override commissions, Alliant returns those commissions to the carrier per the opt-out request, if received.

d. **Noncash Compensation.** Alliant may, as is standard in the industry, receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Alliant client. Provision of non-cash compensation is solely within the discretion of the entity providing Alliant the non-cash compensation. This compensation can include gifts valued at less than $100 annually, an occasional dinner, or ticket to a sporting event, or other entertainment, or reimbursements in connection with educational meetings or training events, client workshops or events, or marketing or advertising initiatives. Plan vendors, insurance carriers, and service providers may also occasionally pay or reimburse Alliant for the costs associated with, education or training events that certain Alliant team members attend, and for Alliant sponsored conferences and events.

e. **Changes in Services.** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.

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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 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:

- October 08, 2026 – Town Council Fall Strategic Planning Work Session Meeting Minutes
- October 20, 2026 – Town Council Work Session Meeting Minutes – Cancellation Notice

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

- CN9-A1: **DRAFT** Minutes – October 08, 2026 – Town Council Work Session Meeting Minutes
- CN9-A2: **DRAFT** Minutes – October 20, 2026 – Town Council Work Session Meeting Minutes – Cancellation Notice

TOWN OF APEX
TOWN COUNCIL STRATEGIC PLANNING WORK SESSION
THURSDAY, OCTOBER 08, 2026
12:00 PM

The Apex Town Council met for a Strategic Planning Work Session on Thursday, October 8th, 2026, at 12:00 p.m. in Training Room A and B at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. The recording of this meeting can be viewed here:
https://www.youtube.com/watch?v=yQxxScCWwu8

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro Tempore Terry Mahaffey
Councilmember Ed Gray *(arrived late – see note below)*
Councilmember Arno Zegerman
Councilmember Shane Reese
Councilmember Sue Mu *(arrived late – see note below)*

Town Staff

Town Manager Randy Vosburg
Interim Town Attorney Brian Meyer
Town Clerk Allen Coleman
Deputy Town Manager Shawn Purvis
Deputy Town Manager Marty Stone
Deputy Town Manager Demetria John
All other staff members will be identified appropriately below

[CALL TO ORDER | PLEDGE OF ALLEGIANCE]

Mayor Gilbert called the meeting to order at 12:00 p.m. and led everyone in the pledge of allegiance.

[FISCAL YEAR 2026 IN REVIEW]

Town Manager Vosburg provided an overview of the work session agenda, which included the annual Year in Review presentations, the strategic planning kickoff, and the

strategic plan refresh with consultant Fountain Works. He explained that the Extended Leadership Team (ELT) had compiled departmental accomplishments from FY2025–2026, covering July 1, 2025, through June 30, 2026. He noted that the accomplishments were displayed throughout the room and encouraged the Elected Body to review them. He stated that each portfolio would provide a brief overview of key accomplishments, with directors highlighting significant projects and initiatives completed during the fiscal year.

Assistant Town Manager Stone said the departments within his portfolio will highlight departmental achievements and their alignment with the Town's Strategic Plan.

Water Resources Director Jonathan Jacobs highlighted departmental accomplishments, including the near completion of a water tower and completion of the 30-million-gallon-per-day (MGD) Master Plan.

Public Works Director John Mullis highlighted the department's accomplishments over the past fiscal year, emphasizing the integration of the Town's Sustainability Action Plan into daily operations. Key achievements included the installation of six new electric vehicle charging stations, implementation of fleet telematics and predictive maintenance technology, expansion of software systems to support departmental operations and utility billing, roadway and sidewalk improvements to enhance ADA accessibility, and modernization of solid waste services through technology and route optimization to improve operational efficiency.

Electric Utilities Director Kathy Moyer highlighted the Electric Department's accomplishments, including the near completion of the Advanced Metering Infrastructure (AMI) implementation and continued expansion of electrical infrastructure through additional substation capacity and distribution improvements to accommodate growth and future development.

Transportation & Infrastructure Development Director Chris Johnson highlighted the Department's accomplishments, emphasizing infrastructure investments, responsible development, and improved mobility. He noted the completion of the Saunders Street parking lot expansion, which added 150 parking spaces, electric vehicle charging stations, and stormwater improvements. He provided an update on the Salem Street Streetscape Project, discussing construction challenges associated with maintaining pedestrian access and minimizing disruptions to downtown businesses. He stated that staff and contractors continued to make progress despite utility and construction challenges. He also reported that the Apex Peakway Connector Project was entering its final stages, with paving operations underway and completion anticipated by December, approximately 10 months ahead of the original schedule.

Planning Director Dianne Khin highlighted the Planning Department's accomplishments, noting its contributions to all five categories of the Town's Game Plan Apex Strategic Plan. Key achievements included staff participation in Town-wide initiatives, research and policy development related to data centers, improvements to employee onboarding and professional certifications, and continued progress on the Peak Plan 2055 initiative. She also discussed expanded transit services, the Pleasant Park Access Study, zoning compliance

efforts resulting in the removal of more than 2,500 unauthorized signs, and collaboration on major economic development projects such as the NC Children's Hospital. Additional accomplishments included increased public access to census data, support for the Environmental Advisory Board's Data Center Subcommittee, and ongoing efforts to develop the Town's first Heat Action Plan.

Assistant Building Inspections & Permits Director Samantha Ewens highlighted the Building Inspections & Permit Department's focus on employee development, including the implementation of in-house training courses to meet required continuing education hours for inspectors. She noted that these courses reduced training costs and were also made available to neighboring jurisdictions. She emphasized that these efforts supported workforce development and retention, responsible use of public resources, and improved customer service.

Town Manager Vosburg acknowledged the leadership transitions that occurred during the fiscal year, including the addition and promotion of Directors and Assistant Directors. He recognized staff for their accomplishments despite these organizational changes and expressed appreciation for their efforts.

Assistant Town Manager Stone recognized the departments within his portfolio for their continued involvement in development projects throughout the Town. He emphasized that, in addition to managing ongoing development responsibilities, staff continued to take on new initiatives and projects and commended their efforts and accomplishments.

Assistant Town Manager John introduced the Community & Safety portfolio and outlined the order of departmental presentations highlighting accomplishments from the past fiscal year.

Parks, Recreation, & Cultural Resources Director Craig Setzer highlighted the Parks, Recreation and Cultural Resources Department's accomplishments, recognizing the contributions of 2,077 volunteers who provided more than 57,000 service hours, valued at approximately $1.8 million. Additional achievements included increased participation in recreational programs and special events, implementation of a website chatbot to improve public access to information, and development of a new pricing policy to promote equitable and sustainable services. He also discussed ongoing park and playground design projects, completion of the Beaver Creek and Middle Creek greenway extensions, the promotion of Angela Reincke to Assistant Director, the hiring of Assistant Director Jamila Godfrey, and five employees earning Certified Parks and Recreation Professional certifications.

Police Chief Ryan Johansen highlighted the Police Department's accomplishments, including the development of updated departmental purpose statements and completion of an organizational restructuring to better align resources with community needs. Key initiatives included establishing dedicated training and special events units and implementing a new patrol schedule that increased officer coverage during peak demand periods while providing additional training opportunities without increased overtime costs. He reported significant

recruitment progress, reducing vacancies from 24 to 4, with full staffing anticipated by January 1. Additional achievements included securing grant funding for officer safety and wellness initiatives, formalizing mutual aid agreements with neighboring law enforcement agencies to ensure response capabilities, maintaining CALEA accreditation, and implementing employee wellness, professional development, and succession planning programs. He also highlighted the deployment of an LTE backup communication system to maintain reliable radio communications during system outages, enhancing officer safety and emergency response capabilities.

Deputy Town Manager John introduced Assistant Fire Chief Michael Frickman, recognizing his leadership in the Fire Department's accreditation process. She noted that Assistant Chief Frickman was presenting on behalf of Chief Herman, who was traveling.

Assistant Fire Chief Michael Frickman highlighted the Fire Department's accomplishments, including continued progress in staffing, infrastructure, and accreditation. He reported the recent graduation of seven recruits from the Fire Academy, bringing the department closer to full staffing. Additional achievements included progress on Fire Station 3 and the administration building, along with the acquisition of new fire apparatus. He also recognized the department's successful achievement of international accreditation through the Center for Public Safety Excellence, acknowledging the significant efforts of staff throughout the accreditation process.

Deputy Town Manager John provided an overview of the Community Development and Neighborhood Connections Department's accomplishments and ongoing initiatives. She discussed the department's leadership transition, noting that more than 270 applications had been received and the recruitment process was underway. Key accomplishments included increased participation in the Apex Cares housing assistance program, expanded assistance for manufactured homes, continued planning and design efforts for the North Hughes Street project, and incorporation of the Peak City Land Trust. She also highlighted community engagement initiatives, including CommUniversity, the Neighborhood Leaders Program, neighborhood registry participation, Think Apex Day, and continued development of the Ask Apex customer service platform. She recognized staff for maintaining services during the leadership transition and thanked departments within the portfolio for their continued efforts in serving the community.

Deputy Town Manager Purvis highlighted his portfolio's accomplishments over the past fiscal year, emphasizing organizational restructuring, process improvements, and efforts to align departmental operations with the Town's strategic priorities. He recognized the challenges associated with these transitions and the importance of collaboration across departments. He also acknowledged the Communications Department's efforts in coordinating more than 60 communications initiatives throughout the year.

Budget & Performance Management Director Jessica Hoffman highlighted the Budget and Performance Management Department's accomplishments, including the development and adoption of the FY2026–2027 Budget, filling key staff positions, and transitioning budget processes to automated software. Additional achievements included

increased departmental participation in budget development, preparation of a fiscally sound five-year Capital Improvement Plan, and initiation of a departmental business plan redesign focused on organizational excellence.

Organizational Excellence Director Linda Jones highlighted the Organizational Excellence Department's accomplishments, including work on the employee engagement survey, expansion of language access services for residents and employees, and implementation of the Town's first yearlong leadership development program. She emphasized the program's focus on strengthening leadership skills, building trust, and promoting collaboration among directors and assistant directors. She noted that participant feedback had been overwhelmingly positive and expressed appreciation for the Town's investment in leadership development.

Human Resources Director Karmen McGee highlighted the Human Resources Department's accomplishments, emphasizing employee recruitment and retention efforts that brought the department close to full staffing. Additional achievements included revitalizing the Employee Wellness Committee, expanding employee health insurance options, updating the training program for managers and supervisors, and implementing performance reviews updates. She also reported approximately $100,000 in savings on health insurance stop-loss premiums and securing $30,000 in funding for employee wellness initiatives.

Finance Director Jon Griffin highlighted the Finance Department's accomplishments, noting significant transitions involving staffing and financial software systems. Despite these changes, the department successfully completed and published the Town's financial statements.

Economic Development Director Joanna Helms highlighted the Economic Development Department's accomplishments, including the selection of Apex for the NC Children's Hospital, expansion of staff, implementation of a new economic development CRM system, and continued support for local businesses through the Launch Apex program. She noted the graduation of 19 businesses from the program, its largest cohort to date, and the establishment of a Launch Apex alumni committee. Additional achievements included increased participation in Apex Restaurant Week, downtown promotional events, development of an interactive business directory, and continued tourism and marketing initiatives. She also recognized the Town's receipt of a Large Market Deal of the Year award for the North Carolina Children's Hospital project and reported increased economic development project activity and business recruitment opportunities.

IT Manager Conrad Sain highlighted the Information Technology Department's accomplishments, emphasizing the volume of daily technical support requests and the department's role in maintaining Town operations. Key achievements included expanding services to support public-facing technology, providing staff training and artificial intelligence workshops, replacing network firewalls, and transitioning from traditional VPN access to a more secure zero-trust network architecture. He also discussed implementation of a CRM portal and chatbot technology to improve customer service and access to Town resources.

Town Manager Vosburg thanked the Extended Leadership Team for their accomplishments and noted that a comprehensive summary would be provided to Council. As the discussion transitioned from the Year in Review to strategic planning, he highlighted the importance of workforce succession planning by asking directors who were eligible for retirement within the next six years to stand, illustrating potential leadership transitions facing the organization. He emphasized the importance of organization-wide succession planning in anticipation of upcoming retirements and leadership transitions. He noted that maintaining the Town's accomplishments and continuity of services would require preparing future leaders and retaining institutional knowledge. He thanked the leadership team for their contributions and recognized their role in the Town's continued success.

[STRATEGIC PLAN REFRESH KICKOFF]

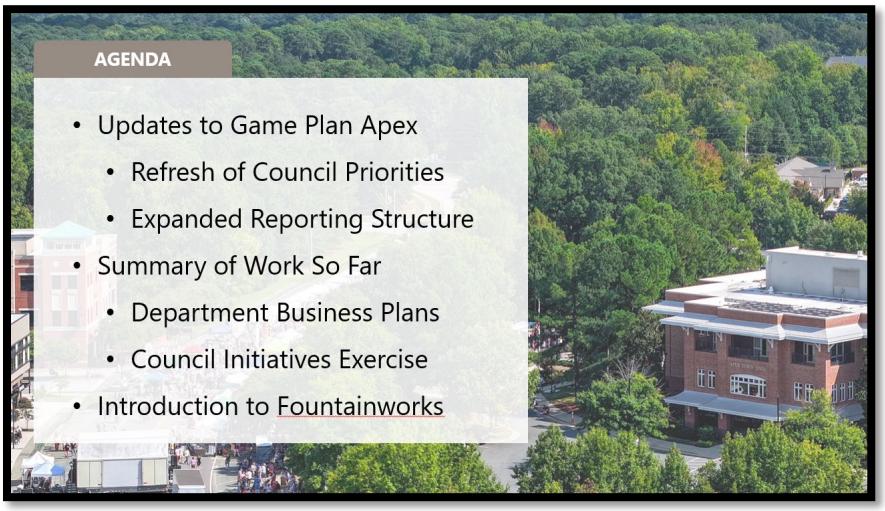
Director Hoffman introduced the strategic planning refresh process, noting that the Town was entering the fifth year of Game Plan Apex. She introduced Fountain Works, the consultant facilitating the refresh, and turned the presentation over to Strategic Planning and Performance Management Analyst, David Schexnayder to provide an overview of the Strategic Plan's structure and the work completed in preparation for the refresh.

Councilmember Mu arrived at **12:44 p.m.**

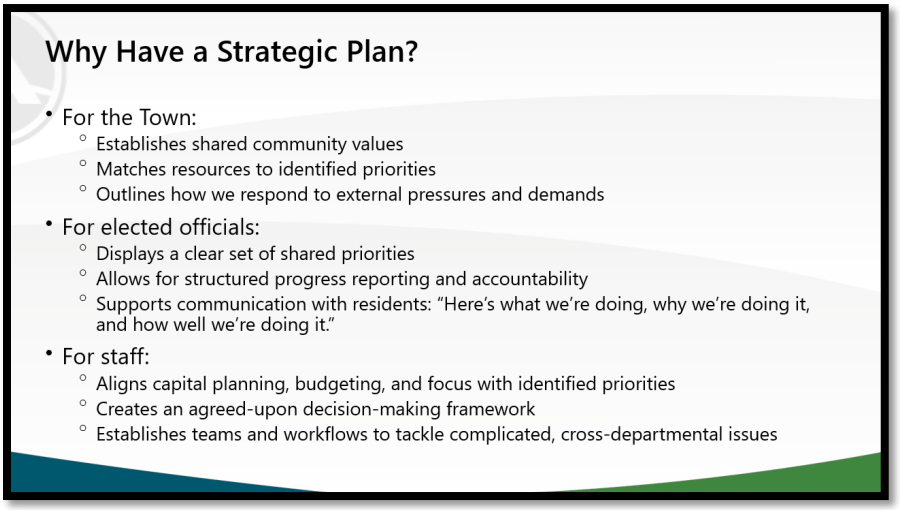
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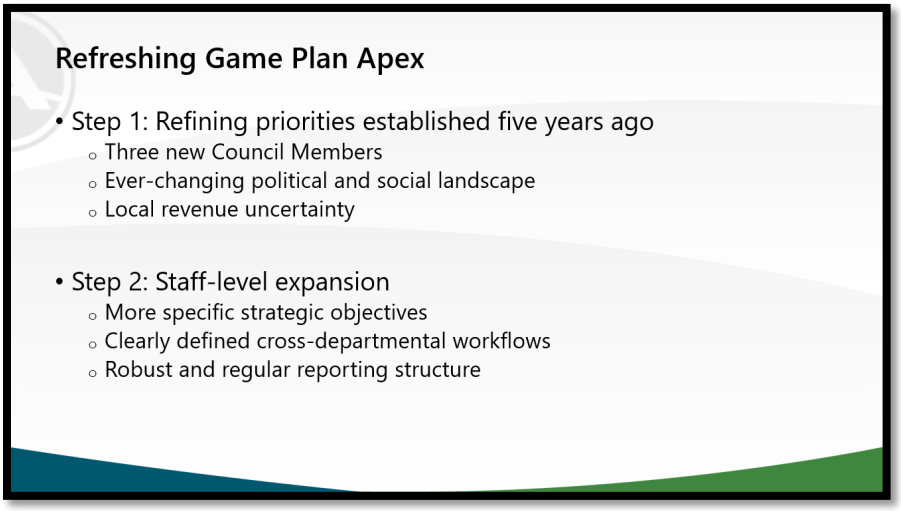
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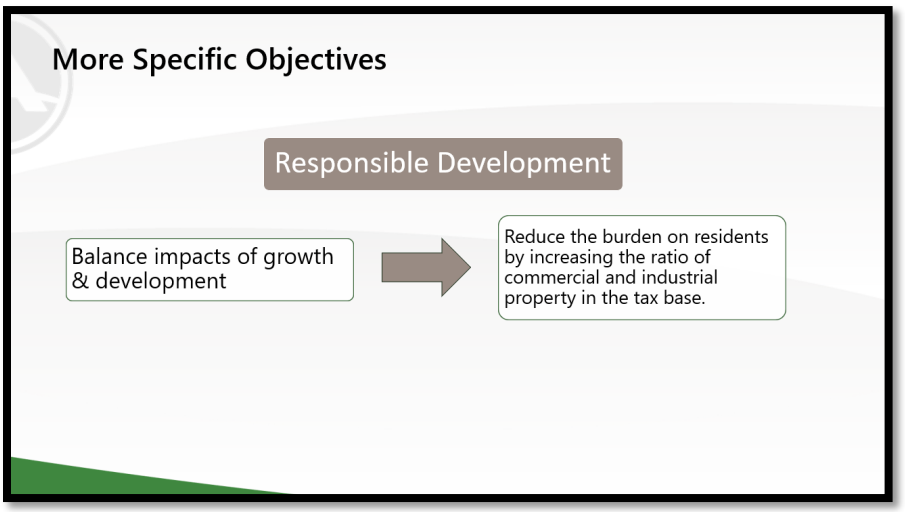
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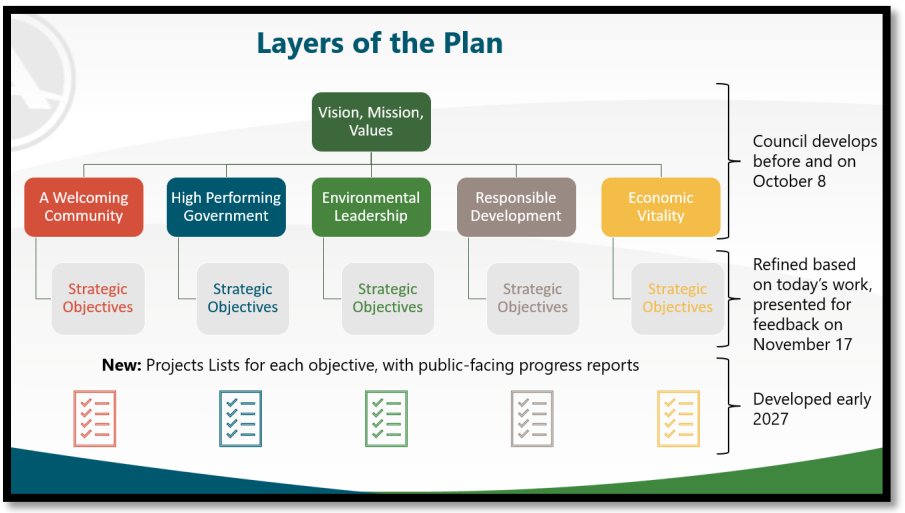
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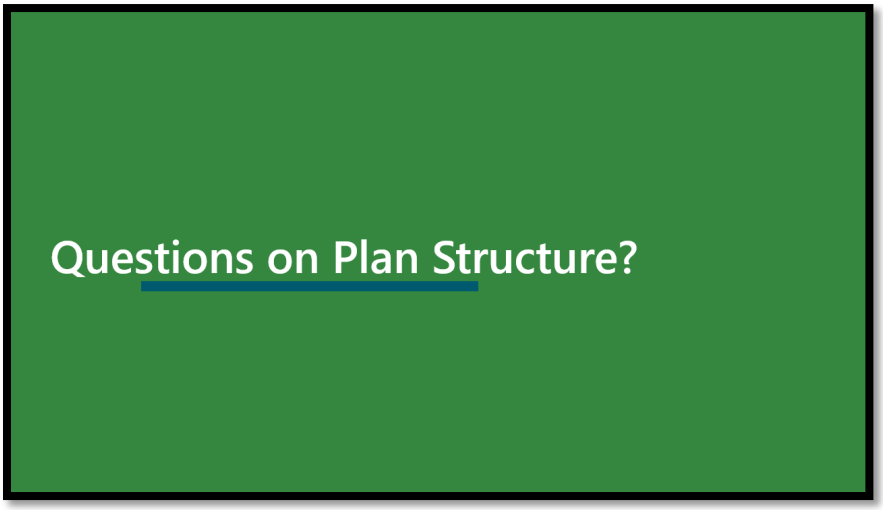
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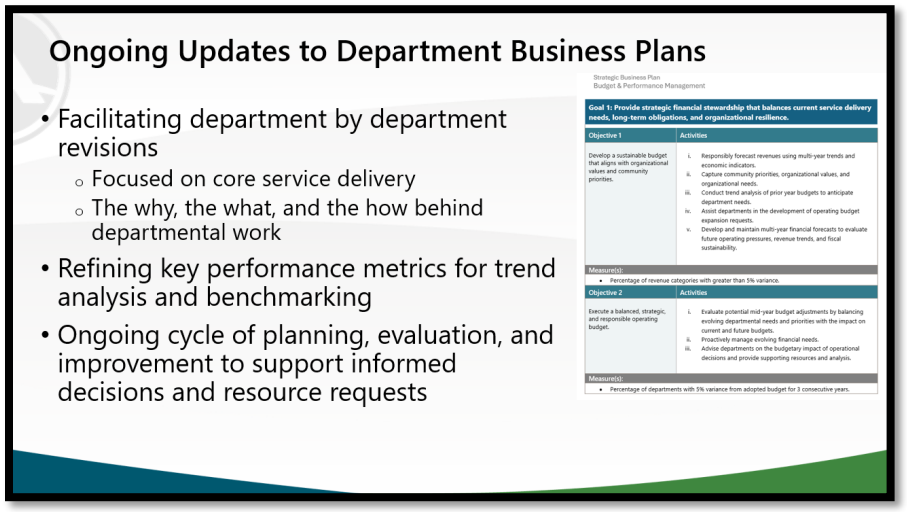
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Mayor Gilbert asked if the Town Clerk's Office and Legal were included in the process even though they were direct reports to the elected body.

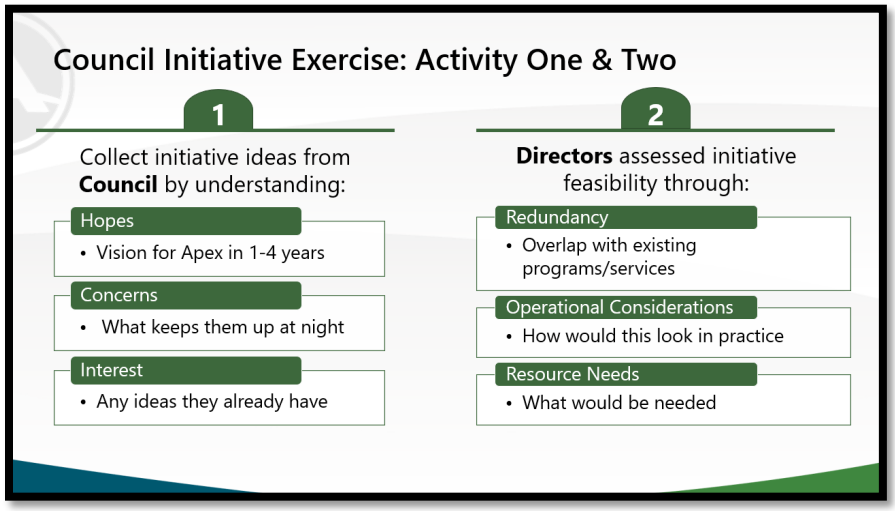
Town Manager Vosburg said yes, they had been included in the strategic planning process with all directors.

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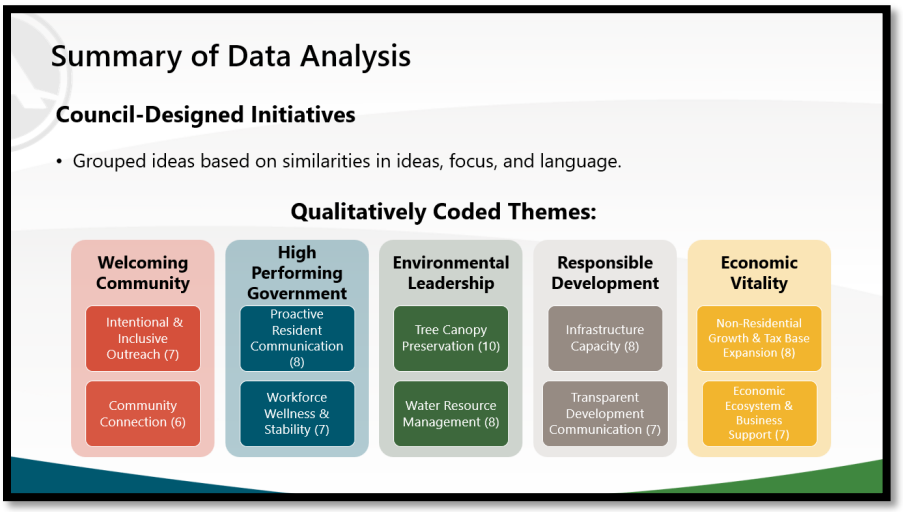


Olivia Stark, Public Services Intern, provided a recap of the activity and summarized the feedback and key outcomes.

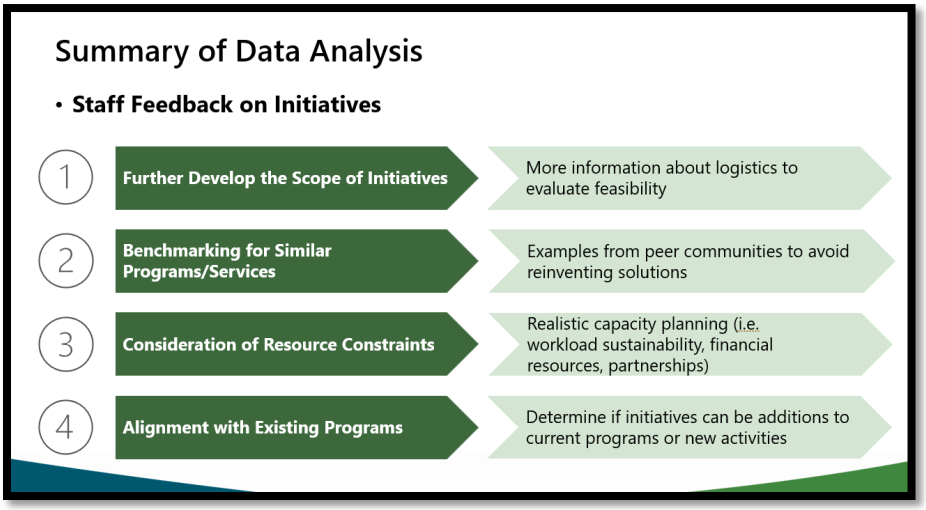
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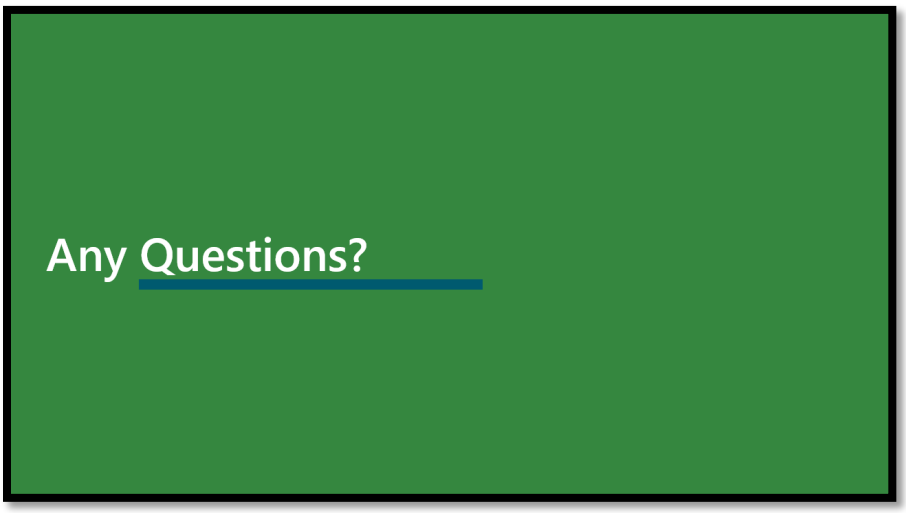
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Councilmember Reese asked whether there would be an additional opportunity to refine and clarify the initiatives to ensure Council's original intent was accurately reflected.

Mr. Schexnayder explained that the strategic planning refresh process would provide opportunities to clarify Council's priorities, beginning with the development of high-level strategic goals and followed by more detailed objectives. He noted that additional refinement would occur throughout the process to better reflect Council's intent.

Councilmember Mu asked whether the Town's current tree canopy requirement was 40 percent.

Assistant Planning Director Amanda Bunce explained that the Town's tree canopy protection requirements vary depending on location and applicable resource conservation area standards, with requirements reaching up to 35 percent. She noted that staff is working with the Environmental Advisory Board's Tree Canopy Subcommittee to evaluate potential amendments and improvements to the Town's existing standards.

Mayor Gilbert asked whether Councilmember Gray, who was participating remotely via livestream, had any questions. Councilmember Gray indicated that he had none.

Mr. Schexnayder explained that feedback from Council initiatives, vision and mission survey results, and preliminary work completed by department directors had been incorporated into the strategic planning exercises. He then introduced the Fountain Works consulting team, highlighting its extensive experience in municipal strategic planning, and welcomed Julie Brenman to facilitate the next portion of the work session.

[STRATEGIC PLAN REFRESH FACILITED BY FOUNTAIN WORKS]

Julie Brenman, representing Fountain Works, introduced herself and explained that she would co-facilitate the presentation with fellow team member Sharmel Genthon. She provided an overview of the strategic planning process and encouraged Council to reflect on the current Strategic Plan and consider potential areas for refinement as part of the update.

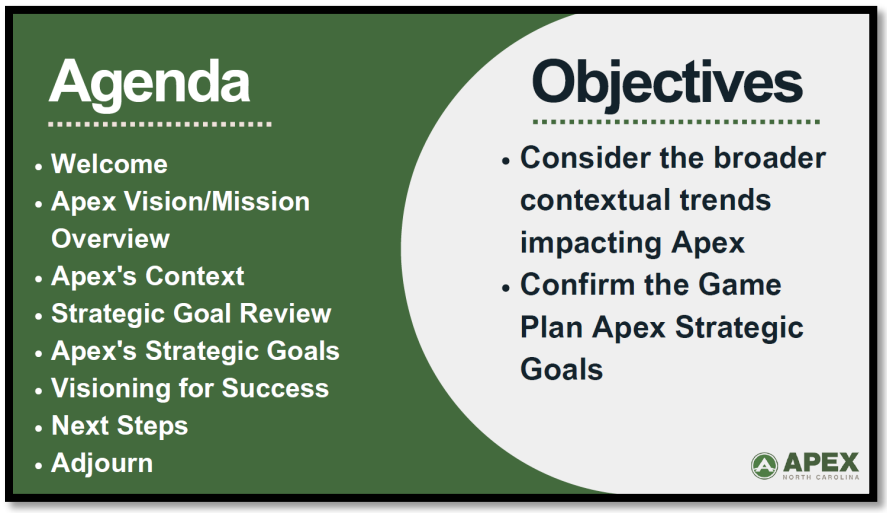
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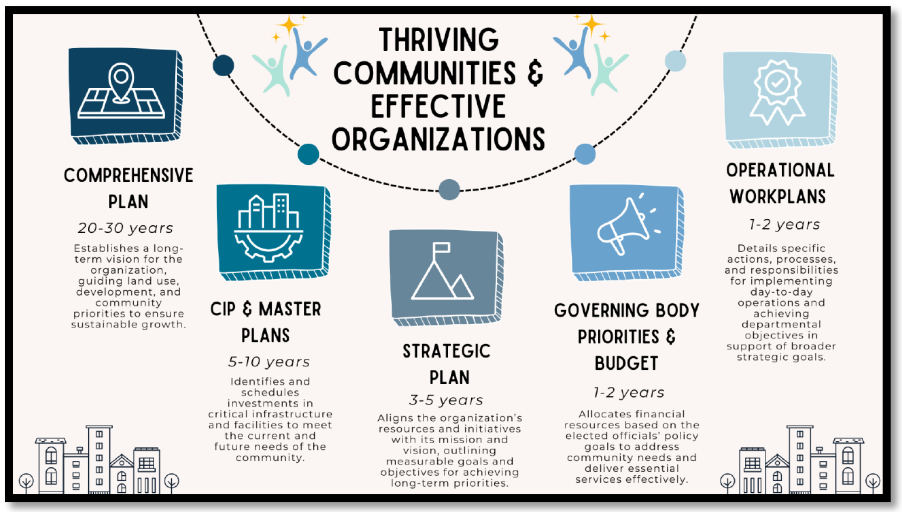
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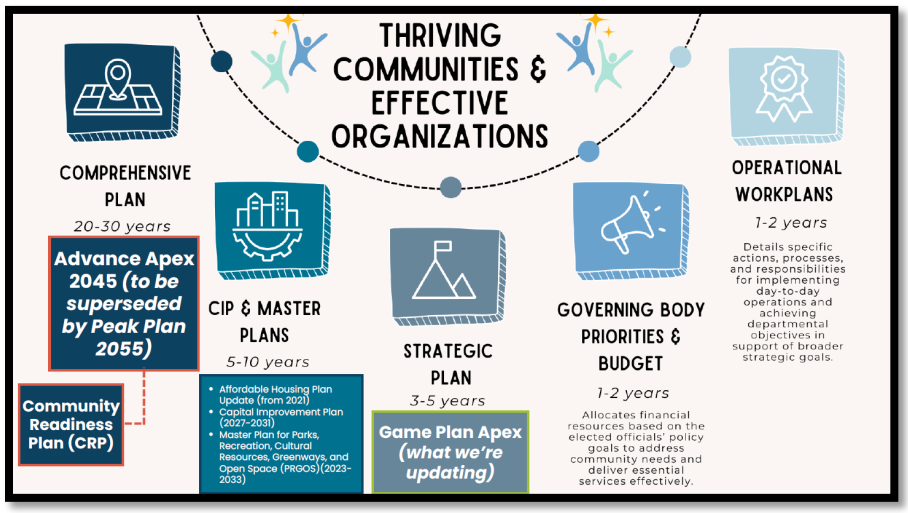
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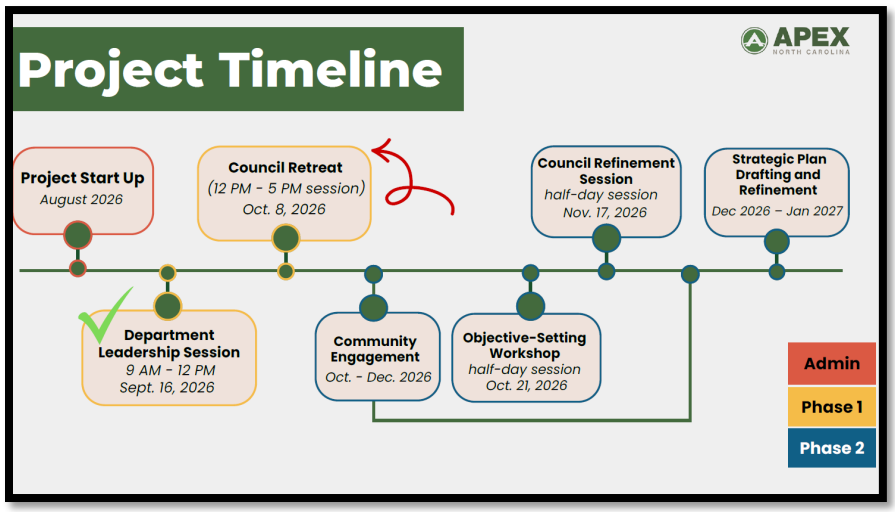
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Councilmember Reese asked to give an example of what Council could get out of this exercise.

Ms. Brenman used Councilmember Reese's card and used the northern lights as an analogy for strategic planning, explaining that the process would help identify and make visible the Town's priorities and opportunities that might not otherwise be immediately apparent.

Mayor Pro Tempore Mahaffey described his selected image as representing the importance of aligning the Town's efforts toward a common direction. He emphasized that strategic planning should provide a shared focus while recognizing the needs and priorities of the Town's residents.

Mayor Gilbert described his selected image as representing the importance of collaboration and collective effort in the strategic planning process. He emphasized that everyone brings a unique perspective and contribution and that meaningful engagement should include Town staff, department directors, and the broader community to ensure a shared vision for the Town's future.

Councilmember Reese described his selected image as representing a vibrant, inclusive, and unified community. He emphasized the importance of ensuring that residents from all walks of life and backgrounds feel included and that the Strategic Plan reflects the diversity of perspectives, ideas, and experiences throughout the Town.

Councilmember Gray described his selected image of a mountaintop as representing the importance of long-term vision in the strategic planning process. He emphasized that the Strategic Plan should be forward-thinking and sustainable, with goals and priorities that anticipate and address the Town's needs over the next 10, 15, and 20+ years.

Councilmember Mu described her two selected images as representing the importance of environmental stewardship and responsible development. She emphasized the Town's responsibility to preserve trees, improve the tree canopy, and protect natural resources. She also discussed the importance of maintaining Apex's small-town character while balancing the economic benefits of growth and development with the need for infrastructure improvements. She noted that continued development places additional pressure on the Town's infrastructure and stressed the importance of incorporating these priorities into the Strategic Plan.

Councilmember Zegerman described his selected image of rugged mountains and rocky terrain as representing the challenges and obstacles the Town may encounter as it plans for the future. He emphasized the importance of establishing a unified vision and working collaboratively to navigate those challenges. He expressed hope that the strategic planning process would provide a clearer, more manageable path forward for the Town.

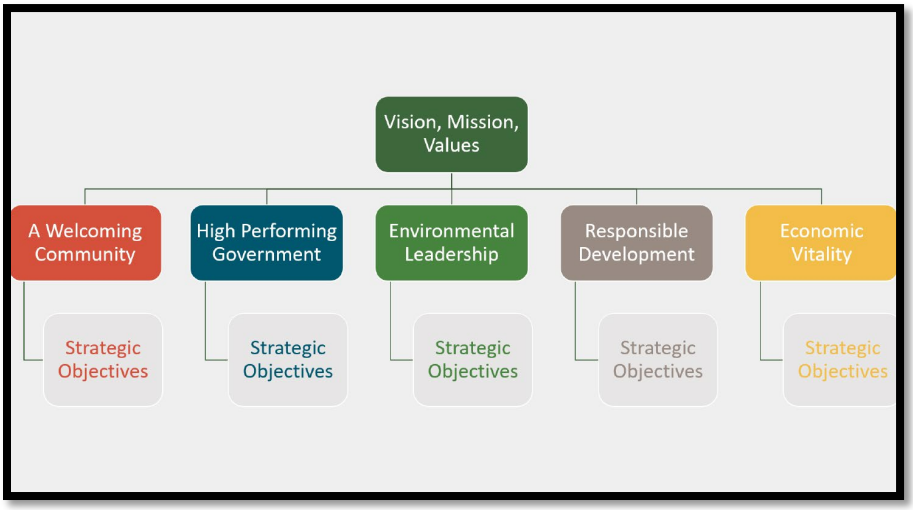
Mayor Gilbert called for a 7-minute break and announced, without objection, the meeting in recess at **1:20 p.m.**

Mayor Gilbert reconvened the meeting at **1:34 p.m.**

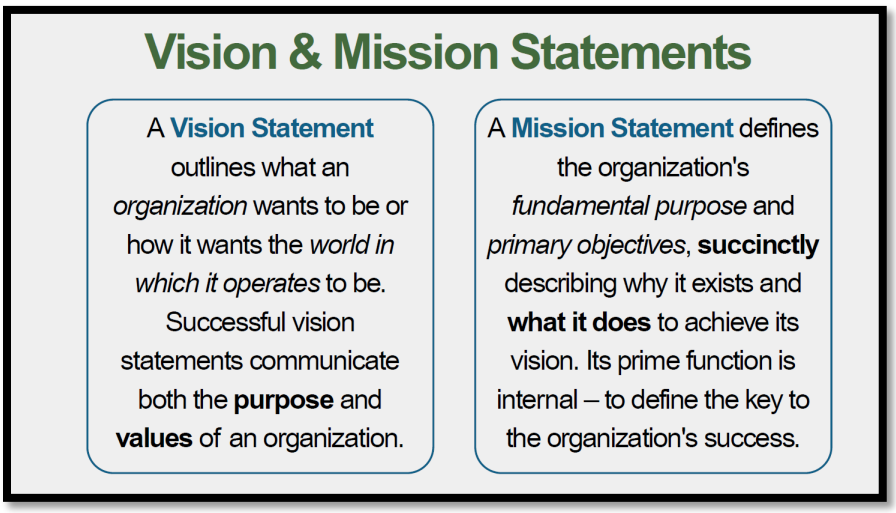
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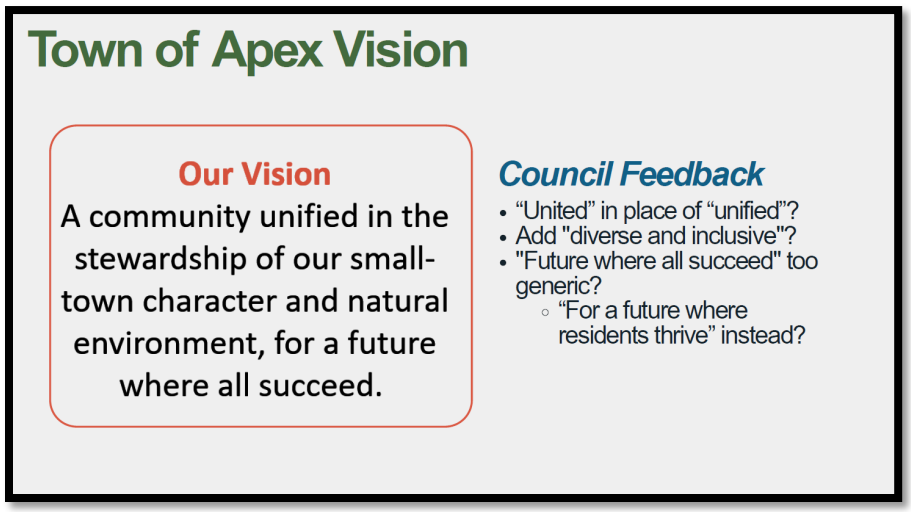
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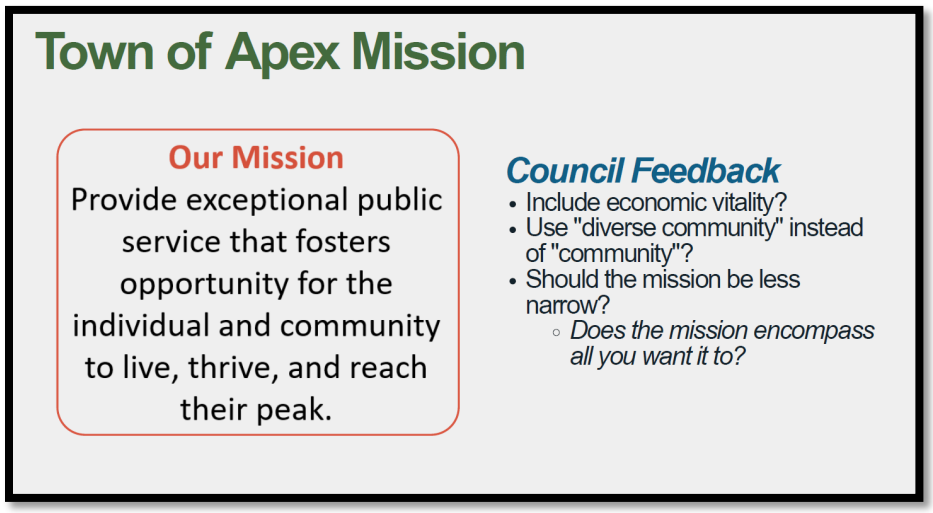
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[SLIDE-15]



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Mayor Pro Tempore Mahaffey discussed the importance of establishing an appropriate balance in the Town's vision and mission statements. He expressed concern that statements that are too broad may lack meaningful direction, while those that are too specific may limit their intended purpose. He asked Town Manager Vosburg whether the current vision and mission statements effectively provide organizational direction while maintaining sufficient flexibility to guide the Town's long-term goals.

Town Manager Vosburg stated that the Town's current vision and mission statements provide an appropriate overarching framework for the organization. He explained that staff responsibilities are further defined through specific goals, objectives, and tasks that align with the broader vision and mission. He noted that, from a staff perspective, the Town's current work fits within this framework and encouraged Council to consider whether the statements adequately reflect their priorities.

Councilmember Mu suggested incorporating diversity into either the Town's vision or mission statement to better reflect its importance as an organizational value.

Town Manager Vosburg asked for further clarification regarding the suggestion to include diversity in the Town's vision or mission statement. He referenced recent state and federal legislative actions affecting diversity-related programs and terminology and explained that Council could consider whether the existing language adequately conveys the intended values without explicitly using the term "diversity," or whether Council preferred to include the term directly.

Councilmember Zegerman expressed concern that the Town's vision statement should be more outwardly focused on residents rather than the organization itself. He explained that the use of terms such as "we" could suggest an internal focus and recommended language that more clearly reflects the community. He also questioned whether the statement was too narrowly defined, noting that it appeared to emphasize only certain aspects of the Town's five strategic planning priorities rather than encompassing the full scope of the Strategic Plan.

Mayor Pro Tempore Mahaffey recalled that the natural environment had been elevated as a priority within the Town's vision statement during a strategic planning exercise approximately four to five years earlier. He noted that the statement had evolved through ongoing discussions and revisions over time to reflect changing priorities.

Mayor Gilbert noted that the vision statement had been influenced by community feedback, particularly the desire to preserve Apex's small-town character

Councilmember Reese asked whether Council would have an opportunity to review and discuss the feedback included on the following slide as part of the strategic planning discussion.

Ms. Brenman encouraged Council to identify any additional priorities or concepts it wanted reflected in the Town's vision statement, such as economic vitality or diversity. She explained that, similar to the previous emphasis on small-town character and the natural environment, Council's feedback would help determine which priorities should be elevated. She noted that the consulting team would work with staff to develop revised language for Council's consideration, emphasizing that the discussion should focus on broader priorities rather than specific wording or sentence structure.

Councilmember Reese clarified that he had previously suggested incorporating the concepts of "united" versus "unified" and economic vitality into the vision statement but was not strongly committed to either recommendation. He expressed reluctance to make unnecessary revisions if staff believed the current statement was effective, emphasizing the importance of avoiding changes solely for the sake of modifying existing language.

Ms. Brenman asked Council whether there was general agreement to retain the existing vision statement with minimal changes or whether members believed additional concepts or priorities should be incorporated.

Councilmember Zegerman expressed general support for the Town's existing vision and mission statements and indicated that he did not have significant concerns with either. He suggested reviewing the statements in relation to the Strategic Plan's five goal categories to ensure they adequately reflect the Town's broader priorities and overall direction.

Town Manager Vosburg indicated that the existing mission statement appeared appropriate, while the vision statement could benefit from minor revisions. He suggested considering whether the vision should be broadened to encompass additional priorities or retain its current areas of emphasis, along with reviewing the terminology used.

Councilmember Reese observed that Council appeared generally comfortable with the existing vision and mission statements. He asked whether Town leadership, staff, or the community had provided significant feedback indicating a need for revisions, noting that he had not heard substantial concerns with the current language.

Town Manager Vosburg suggested developing a few alternative versions of the vision statement, using the existing language as a foundation, for Council to review and determine which version best reflects the Town's priorities.

Councilmember Mu expressed concern that the current vision statement was too general and suggested incorporating language that more specifically emphasizes the well-being of residents. She recommended considering the addition of resident well-being

alongside the Town's existing priorities of preserving its small-town character and natural environment.

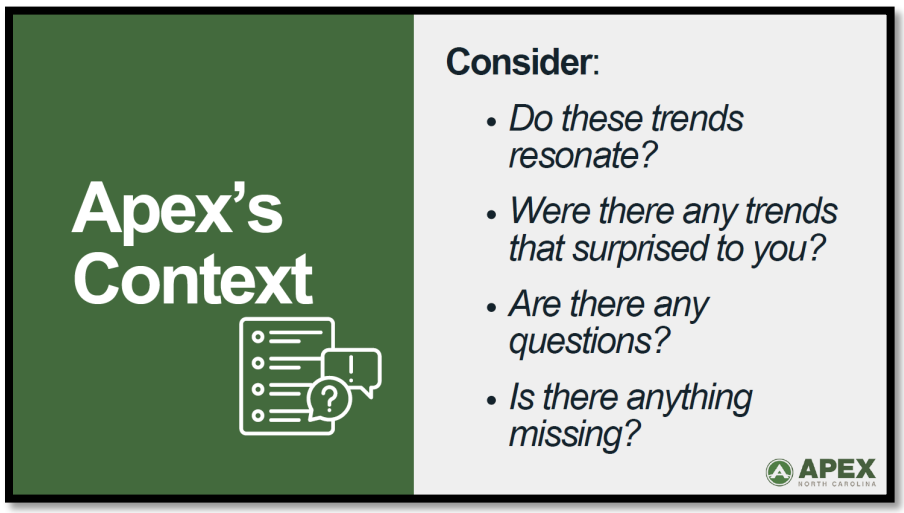
Town Manager Vosburg explained that the vision and mission statements are intended to provide broad, overarching direction for the Town, while the strategic goals and objectives developed beneath them provide greater specificity. He emphasized the importance of maintaining a broader perspective within the vision statement.

Ms. Brenman summarized the discussion and proposed retaining the existing mission statement while developing a few options for minor revisions to the vision statement for Council's consideration in November. She noted that Council could ultimately choose to retain the current vision statement and asked whether members had any additional concepts or priorities they wanted considered in the proposed revisions.

[SLIDE-17]



[SLIDE-18]



Councilmember Reese asked whether Council would have opportunities to explore individual comments on the document in greater detail, including the reasoning behind them, rather than simply reviewing the document as presented. He acknowledged the limited time available to discuss each item individually.

Ms. Brenman encouraged Councilmembers to identify specific areas of the feedback that required clarification and offered to facilitate further discussion to provide additional context and a better understanding of those items.

Councilmember Zegerman asked for clarification regarding the source of the feedback presented and whether the comments had been provided directly by Town staff.

Ms. Brenman explained that the feedback was developed through discussions with Town department directors as part of a broader process to identify emerging trends and issues relevant to the Town. She noted that the purpose was to provide Council with additional perspectives, including trends that may not be immediately apparent through routine communications or resident feedback, before establishing strategic goals.

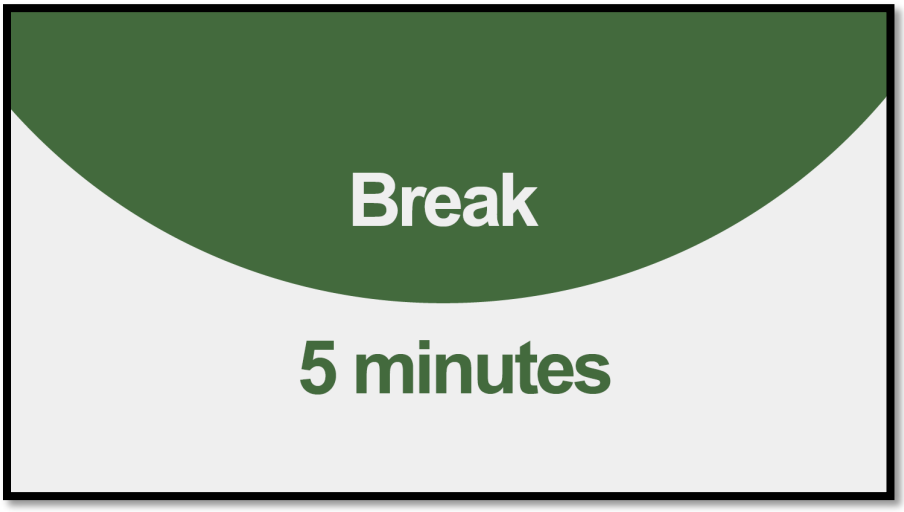
Councilmember Zegerman expressed interest in further exploring the trends and issues identified by staff but acknowledged that reviewing each item individually would exceed the scope of the work session. He suggested that some topics warranted more in-depth discussion at a later time and noted that many of the concerns were consistent with issues Council had previously heard.

Mayor Pro Tempore Mahaffey requested additional clarification regarding the zoning challenges and environmental concerns Council should be aware of as part of the strategic planning process.

Director Khin said a lot of it is from state law, and it would be taking away the Town's ability to do things and make their own decisions.

Councilmember Reese expressed interest in further reviewing the identified trends to better understand their context, intended meaning, and potential implications for the Town's action plan.

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[SLIDE-20]



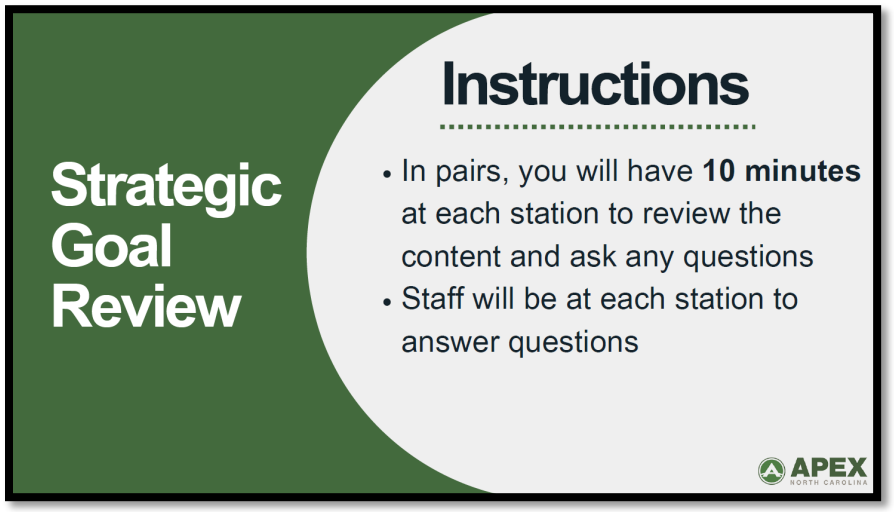
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Ms. Genthon introduced an interactive exercise designed to provide Council with a more detailed understanding of the Town's five existing strategic goals. She explained that Councilmembers would be divided into small groups and rotate through five stations, each representing a strategic goal. Each station included information provided by staff regarding ongoing initiatives, emerging issues, and additional considerations. Staff representatives would be available at each station to answer questions and provide clarification. She emphasized that the exercise was intended for information gathering and discussion rather than making decisions or establishing new goals. Each group was allotted 10 minutes per station before rotating clockwise to the next station.

Councilmember Gray arrived at **2:27 p.m.**

[SLIDE-24]



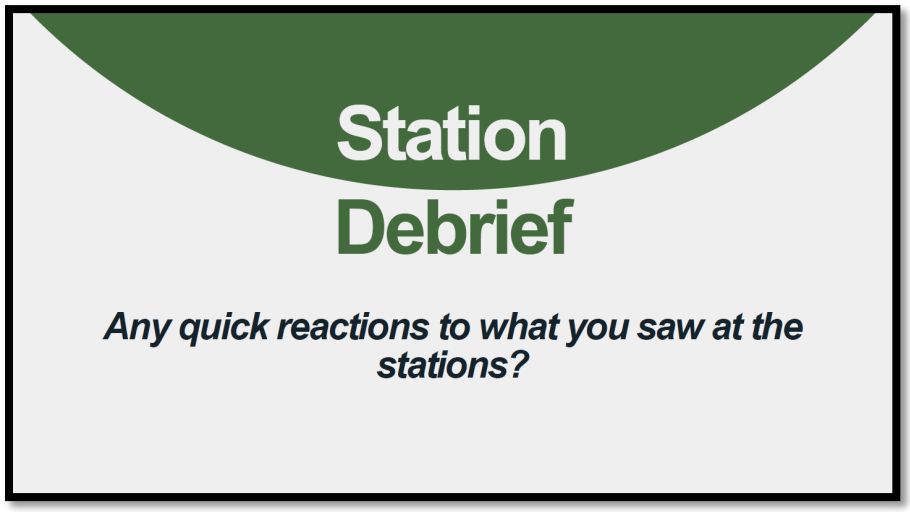
[SLIDE-25]



Mayor Gilbert called for a 10-minute break and announced, without objection, the meeting in recess at **3:02 p.m.**

Mayor Gilbert reconvened the meeting at **3:12 p.m.**

[SLIDE-26]



[SLIDE-27]



Councilmember Zegerman asked the consulting team, based on its experience working with other municipalities, whether there were any significant priorities or areas that the Town's current Strategic Plan adequately addressed or may have overlooked.

Ms. Brenman stated that the Town's five existing strategic goals provided a strong framework and appeared to be working well for Apex, based on feedback from staff. She emphasized that the goals should continue to reflect the Town's specific needs and priorities. She proposed reviewing observations from the exercise and invited Councilmembers to share their overall impressions before addressing potential changes to the Strategic Plan. She mentioned comments she had heard regarding the wording and categories of the current Strategic goals.

Councilmember Zegerman expressed that additional discussion and consideration were needed before Council could determine whether the existing strategic goals should be revised and asked what other municipalities and communities are doing. He said to him they feel right, but wanted to have further analysis and discussion.

Councilmember Gray emphasized that the Town's strategic goals should remain broad, aspirational, and ongoing rather than serve as tasks to be completed and removed once certain objectives are achieved. He noted that the goals were established approximately five years ago and that circumstances had changed since that time. He suggested focusing on refining the existing goals and identifying opportunities to strengthen or expand their objectives to address current challenges and emerging priorities, rather than necessarily replacing the five strategic goal categories.

Mayor Pro Tempore Mahaffey said that while some of the Town's strategic goals were more specific, the five goals collectively provided a broad framework for guiding the Town's priorities.

Ms. Brenman asked whether the difference in scope among the five strategic goals, with some being broader and others more specific, presented a concern or was simply an observation for Council to consider.

Mayor Pro Tempore Mahaffey clarified that when strategic goals are too broad or all-encompassing, they may become more like general categories rather than meaningful goals that provide clear direction for the Town's priorities and decision-making.

Mayor Gilbert emphasized the importance of explicitly recognizing public safety within the Town's strategic goals, particularly under the Welcoming Community category. He noted that while residents value Apex as a welcoming place to live, the existing goal did not clearly identify public safety as a priority. He suggested incorporating language that more intentionally reflects the Town's commitment to maintaining a safe community.

Councilmember Mu suggested revising the language under the Responsible Development strategic goal to emphasize improving accessibility and connectivity throughout the community rather than simply providing them. She explained that the term "improve" would better reflect the Town's commitment to making continued progress in these areas.

Councilmember Reese agreed that strategic goals should remain ongoing and aspirational rather than be considered completed once specific objectives are achieved. He acknowledged that some of the Town's existing goals were more narrowly focused than others and expressed interest in understanding how Apex's vision, mission, and strategic goals compare with those of other municipalities. He requested the consulting team's assessment of the current framework and any initial recommendations for improvement.

Ms. Brenman said some communities choose not to include a goal similar to a High-Performing Government, however the ones that do use it as a way to emphasize the importance of their staff and internal facilities/functions. She said she likes having it included and believe it aligns with what she has learned of how Apex operates. She said most other Municipalities are also dealing with many more safety issues than Apex, but it could be added to ensure that safety was a part of a welcoming community.

Councilmember Gray explained that the term "safe" had been intentionally included in earlier strategic planning discussions to reflect both traditional public safety and the importance of ensuring that all residents feel safe and welcome, regardless of their background, identity, or economic status. He emphasized that safety extends beyond law enforcement and suggested maintaining a clear emphasis on creating a safe and welcoming community within the Town's strategic goals.

Councilmember Reese acknowledged that the Town's strategic goals were developed approximately five years ago under different circumstances. He expressed support for emphasizing a "safe and welcoming community," noting that the language could more clearly communicate the Town's commitment to inclusion and diversity.

Councilmember Gray provided historical context regarding the Town's emphasis on maintaining its small-town character, explaining that the terminology was intentionally selected to distinguish the community's identity and sense of connection from its physical size. He noted that while Apex continued to grow, preserving the charm, character, and

relationships associated with a small-town atmosphere remained an important priority. He explained that these considerations were incorporated into the Welcoming Community strategic goal rather than Responsible Development, recognizing that growth and maintaining a small-town feel could be perceived as competing priorities. He emphasized that the intent was to preserve Apex's sense of community regardless of its future population or development.

Ms. Brenman asked if they would want to change the title from "Welcoming Community" to "Safe and Welcoming Community"

Councilmember Mu said she felt that was a better idea.

Councilmember Reese said a Safe and Welcoming community helps capture all the ideas more clearly.

Ms. Brenman wondered whether incorporating a small-town feel in one of the strategic goals would be something Council would want to consider, since she had heard it mentioned so often.

Councilmember Gray said the small-town feel was an important aspect of the discussion, even with Apex acknowledging they are no longer a small town internally. He said the "feel" was a vision, but including it in the strategic goals could make it seem contradictory to the development aspect.

Ms. Brenman agreed it could be analyzed along with the vision.

Mayor Gilbert raised concerns regarding the wording of the Welcoming Community strategic goal, particularly the use of language emphasizing the creation of a safe community. He noted that describing Apex as an already safe community could unintentionally suggest that additional public safety resources were unnecessary, despite ongoing and evolving needs. He questioned whether the language should be reconsidered to better reflect the Town's continued commitment to maintaining and strengthening public safety.

Councilmember Reese recommended the wording of "maintain and enhance" for a safe and welcoming community.

Town Manager Vosburg suggested revisiting the proposed changes to the strategic goals during the November meeting, when the consulting team would return with a more comprehensive package that could also include potential revisions to the Town's vision statement. He noted that the existing five strategic goals were broad enough to encompass the Town's various initiatives and services, with some priorities, such as public safety and maintaining small-town character, aligning with multiple goals. He acknowledged the importance of ensuring that the goals serve as meaningful guidance for Council and staff in establishing priorities and evaluating future initiatives, rather than functioning solely as categories for organizing Town activities.

Councilmember Zegerman questioned whether the existing strategic goals had ever been used to evaluate a proposed initiative and determine that it did not align with the Town's priorities or should not be pursued.

Town Manager Vosburg referenced the Town's previous discussions regarding grass maintenance as an example of how proposed policies may align with multiple strategic goals while also presenting competing priorities. He explained that staff's policy recommendation

supported both Environmental Leadership and High-Performing Government; however, an alternative approach focused on providing a higher level of service could raise concerns regarding fiscal responsibility and environmental sustainability. He noted that the example illustrated how Council may need to weigh competing strategic priorities when evaluating policy decisions.

Councilmember Gray suggested that the Town's strategic goals should be viewed as guiding principles for evaluating alignment rather than categories into which individual initiatives or services are placed. He explained that Town operations and decisions often support multiple strategic goals simultaneously, using public safety services and vehicle purchases as examples of activities that may involve considerations related to government performance, environmental responsibility, and community well-being. He emphasized that Town initiatives should align with the objectives of at least one strategic goal while considering their relationship with the others. He noted that maintaining this approach would promote consistency and cohesion in decision-making and help ensure that Town actions collectively advance Apex's long-term vision and priorities.

Director Hoffman explained that following Council's direction on overarching strategic goals, staff would use the feedback and discussions from the work session to develop more specific initiatives and priorities. She noted that these items would be presented to Council in November, providing an opportunity to review the next level of detail within the strategic planning framework.

Councilmember Reese suggested incorporating the term "resilience" into the Environmental Leadership strategic goal to further emphasize the Town's commitment to environmental sustainability and long-term resilience.

Ms. Brenman said that was something coming up across the state more often as well.

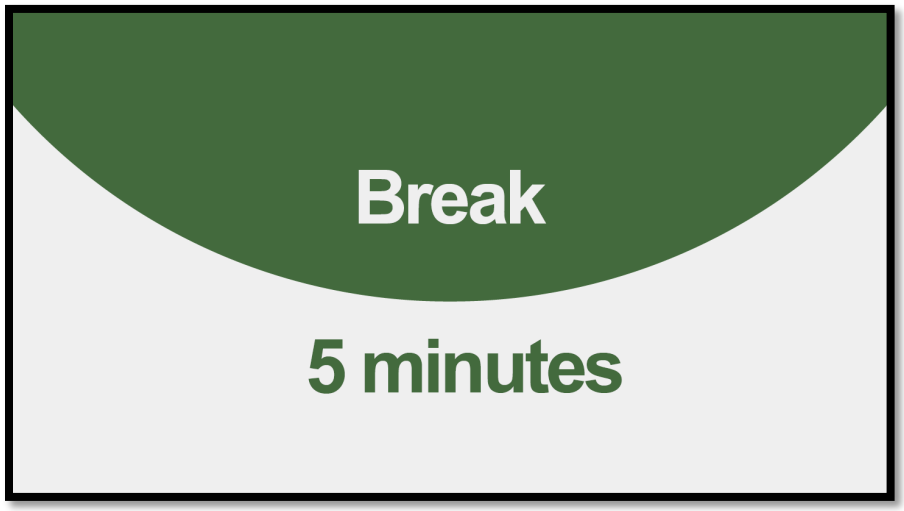
Councilmember Reese emphasized the importance of using the strategic planning framework to clearly communicate what the Town is doing, why those actions are being undertaken, and how effective services and initiatives are being delivered. Referring to the earlier discussion regarding grass maintenance, he questioned how competing priorities and policy considerations are evaluated within the strategic planning process and how that evaluation helps demonstrate the purpose and effectiveness of Town decisions. He suggested incorporating this approach into the strategic planning framework in a way that simplifies decision-making and provides clearer direction without adding unnecessary complexity.

Councilmember Gray referenced the organizational pyramid discussed earlier in the work session, emphasizing that Council's responsibility is to establish a clear strategic direction while allowing staff to determine the most effective methods for implementation. He noted that employees directly involved in daily operations often have the practical knowledge necessary to identify appropriate solutions, while Council provides the broader vision and priorities. He emphasized that the more clearly Council defines its strategic direction, the better equipped staff will be to make consistent, informed decisions that align with the Town's goals.

Councilmember Reese agreed with Councilmember Gray's distinction between Council establishing the strategic vision and staff determining how best to implement it. However, he emphasized the importance of having a mechanism to evaluate outcomes and determine whether Town initiatives achieved their intended objectives. He questioned how the Town could assess its performance against the previously discussed measures of what was accomplished, why it was undertaken, and how effectively it was delivered.

Ms. Brenman said it was built into the structure at the staff level, but not on the strategic goal level.

[SLIDE-28]

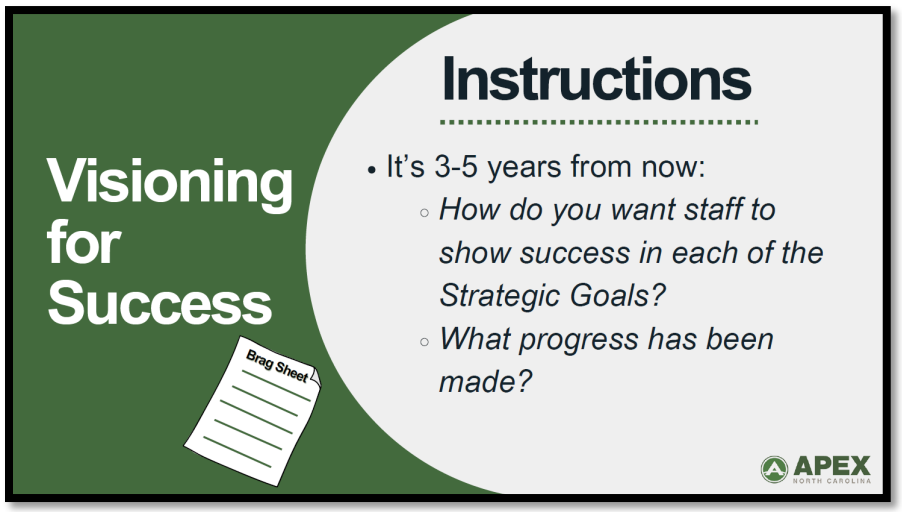


Ms. Genthon facilitated the next strategic planning exercise by asking Council to consider what success would look like within each of the Town's five strategic goals. She encouraged members to envision Apex in 2029, assuming the Town had made significant progress toward achieving its goals, and identify the accomplishments, improvements, and outcomes that would demonstrate success. She emphasized that exercise should focus on broader measures of progress rather than specific projects or initiatives. Council members were instructed to begin by independently recording their thoughts on what success would mean for each strategic goal, with the option to focus on particular goals of interest. She explained that the responses would be reviewed and discussed collectively during subsequent rounds of the exercise to help identify shared priorities and desired outcomes.

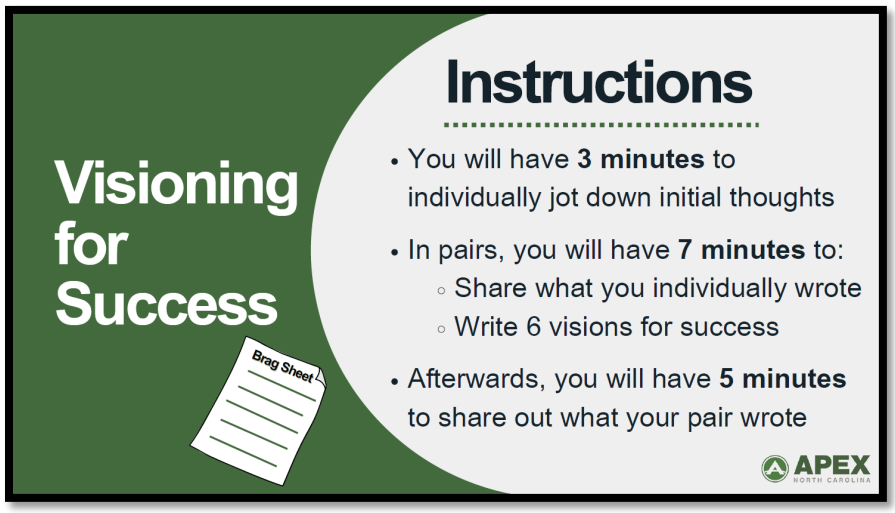
[SLIDE-29]



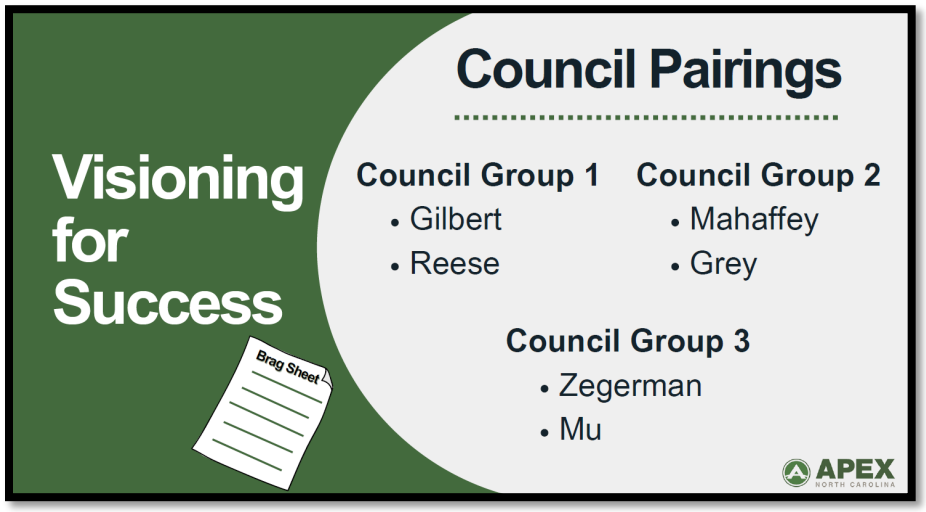
[SLIDE-30]



[SLIDE-31]



[SLIDE-32]



[SLIDE-33]



[SLIDE-34]



Councilmember Gray shared two measures of success identified during the strategic planning exercise. For the Welcoming Community goal, he stated that success would mean creating a community where future generations, including their grandchildren, would want to live. For Responsible Development, he emphasized preserving Apex's small-town character and sense of community despite continued growth, describing success as a Town that becomes larger while continuing to feel small. He also identified increased local employment opportunities as a measure of success for Economic Vitality, emphasizing the importance of providing residents with more opportunities to work within Apex rather than commuting outside the community for employment

Councilmember Reese described success in Environmental Leadership as maintaining a community where green spaces and natural landscapes remain more prominent than concrete and developed areas, reflecting the importance of preserving the Town's natural environment as growth continues. He also identified efficient government operations and the ability for all residents to participate in youth sports programs as measures of success for the High-Performing Government strategic goal.

Mayor Gilbert identified the concept of "One Apex," emphasizing a unified community, along with public safety satisfaction as measures of success within the Town's strategic goals.

Mayor Pro Tempore Mahaffey identified establishing responsible development through Town ordinances as a measure of success, emphasizing the importance of having regulations in place that establish clear standards and help prevent irresponsible development.

Mayor Gilbert said the Economic Vitality objective was listed as increase commercial development by 50% within the Town.

Councilmembers and staff engaged in laughter.

Mayor Gilbert said the concept was to double the commercial development footprint from where it is now to help with the tax burden on residents.

Mayor Pro Tempore Mahaffey identified strong tree protection measures as an indicator of success for the Environmental Leadership strategic goal, emphasizing the importance of preserving the Town's tree canopy. He also identified positive trends in employee retention, turnover, and satisfaction.

Councilmember Mu identified improving housing options and increasing housing affordability as measures of success for the Welcoming Community strategic goal.

Councilmember Zegerman identified addressing key traffic problem areas as a measure of success for the Responsible Development strategic goal.

Councilmember Mu emphasized the importance of improving transportation infrastructure through roadway improvements, expanded public transit options, and complete streets designs to enhance connectivity and mobility throughout the community.

Councilmember Mu identified positioning Apex as a preferred location for high-profile companies, particularly commercial businesses, as a measure of success for the Economic Vitality strategic goal.

Councilmember Zegerman identified expanding access to alternative energy sources as a measure of success for the Environmental Leadership strategic goal. He emphasized the importance of exploring a broader range of energy options beyond traditional electricity and natural gas, including potential renewable energy sources such as wind power, to provide greater flexibility and support the Town's environmental priorities.

Councilmember Mu identified high resident satisfaction and a decrease in complaints as measures of success for the High-Performing Government strategic goal.

Ms. Brenman said this helps to set the overall goals and provide the "dream" for staff to work in helping to achieve.

Councilmember Mu said balance was an important component as well. In cases of a goal for affordable housing, that may lead to higher density and traffic concerns, so increased public transit options may need to come along with it to help balance things.

Town Manager Vosburg commented on the definition of success and emphasized that achieving the Town's strategic goals is a shared responsibility between Town Council and staff. He explained that while staff may develop recommendations they believe will contribute to success, Town Council may ultimately choose a different direction, which should not necessarily be viewed as a failure on the part of staff.

Town Manager Vosburg further noted that success is often a moving target and should be recognized as an evolving process rather than a fixed destination. He explained that even when specific goals are established and achieved, additional expectations and priorities will likely emerge. Using examples such as expanding alternative energy options and maintaining a favorable employee turnover rate, he emphasized the importance of defining measurable outcomes while acknowledging that achieving those outcomes does not necessarily mean the work is complete. He encouraged Town Council to consider how success would be defined, measured, and recognized as priorities continue to evolve.

Councilmember Gray expressed agreement with Town Manager Vosburg's comments, emphasizing that while specific tasks and priorities may change over time, the desired outcomes should remain the primary focus. He explained that there are often multiple approaches to achieving the same objective and that Town Council should focus on establishing the desired results while empowering staff to determine the most effective methods for accomplishing them.

Councilmember Gray noted that Town staff possess the professional knowledge and expertise necessary to identify appropriate strategies and implement solutions. He emphasized that Town Council's responsibility is to provide staff with the tools, personnel, incentives, and resources needed to achieve established goals rather than directing every step of the process. He further acknowledged that priorities and expectations may evolve frequently and encouraged flexibility, understanding, and continued communication between Town Council and staff. He emphasized the importance of maintaining an open dialogue as objectives change, recognizing that shifting expectations can create challenges and frustrations while working toward the Town's overall strategic goals.

Ms. Brenman clarified that the overarching goals and general framework of the strategic plan would remain consistent, while the specific initiatives and action items

developed to achieve those goals may change over time as priorities and circumstances evolve.

Councilmember Gray responded that while the strategic goals would provide overall direction, even long-term goals should be periodically reviewed and reassessed. He noted that Town Council was revisiting the strategic plan five years after its development to determine whether the Town's goals and priorities had changed, emphasizing that reevaluating long-term objectives over time was a reasonable and necessary part of the strategic planning process.

Councilmember Reese acknowledged that the number of goals and priorities discussed could be overwhelming and emphasized the importance of open communication between Town Council and staff. He noted that continued dialogue would help clarify expectations, simplify objectives, and empower staff to determine the best approaches for achieving desired outcomes. He further explained that specific actions and strategies would be addressed during the initiative development phase of the strategic planning process.

Ms. Brenman gave an overview of the next steps in the process and asked if there were any additional questions.

Councilmember Mu asked how the Town could increase ridership and community participation in the GoApex public transit system. She compared the high volume of passengers she observed using public transit in Raleigh to the relatively low ridership on GoApex buses, noting that she often sees only one to three passengers at a time.

Town Manager Vosburg responded that the Town was already taking steps to improve public transit by adding an additional bus to reduce route travel times. He noted that discussions regarding future route expansions were ongoing and emphasized that increasing the number of destinations and transportation options could encourage greater ridership. He acknowledged that increasing public transit participation would take time.

Shannon Cox added that it will take a while, and said there are multiple considerations behind growing a desire to use public transit within a community.

Councilmember Gray emphasized that developing a successful public transportation system is a long-term investment that requires time, infrastructure, resources, and public awareness. He recalled earlier discussions recognizing that GoApex would require approximately 10 years to become fully established. He compared Apex's developing system to Raleigh's more established transit network, noting that ridership would likely increase as the Town continued investing in and expanding its public transportation services.

Councilmember Zegerman noted that GoApex ridership had increased since the addition of the second route. He explained that the Multimodal Transportation Advisory Board continues to monitor ridership statistics and explore public outreach opportunities to increase awareness of the transit system. He acknowledged that the current loop system limits connectivity and emphasized that expanding routes and improving connections to larger regional transit networks would provide residents with more transportation options and encourage increased ridership.

Mayor Gilbert thanked the consultants and staff for all of their hard work with this.

[SLIDE-35]



[ADJOURNMENT]

With no additional business being presented before the Council, **Mayor Gilbert** adjourned the meeting at **4:32 p.m.**

Jacques K. Gilbert
Mayor

Ashley Gentry, CMC, NCCMC
Deputy Town Clerk

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

DRAFT MINUTES

TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, OCTOBER 20, 2026
3:30PM

The Regular Town Council Work Session scheduled for Tuesday, October 20, 2026, at 3:30 p.m. at Apex Town Hall, located at 73 Hunter Street, Apex, North Carolina, was canceled due to a lack of business requiring discussion or action by the Town Council. Notice of the cancellation was properly posted on the Town's website, and all members of the Town Council were notified accordingly. As a result, the Work Session did not convene, and no official business was conducted.

Jacques K. Gilbert
Apex, Mayor

Allen Coleman
Town Clerk

Submitted for consideration and approval by Apex Town Clerk Allen Coleman.

Minutes approved on _____ day of _____, 2026 (CNXX).

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Angela Reincke, Assistant Director Parks Planning and Operations

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

Requested Motion

Motion to approve a Fee-in-Lieu (FIL) of land dedication in the amount of $4,325.07 per unit for the Residential Vimb Subdivision (0 Smith Road) – previously approved Rezoning Case No. 25CZ17.

Approval Recommended?

Yes

Item Details

Per the Unified Development Ordinance Article 14, the 0 Smith Rd Conditional Rezoning (Vimb Subdivision) 25CZ17 was exempt from review by the Parks and Recreation and Advisory Board as it has less than 30 single family detached dwelling units. The UDO also requires that Town Council take action for land dedication on Subdivisions at the time of Master Subdivision plan approval by the Technical Review Committee. 0 Smith Rd Conditional Rezoning was rezoned in case #25CZ17 to RR-CZ Medium Density Residential Conditional Zoning District for 17 single family detached residential lots. Due to the unit total, size and location of the property as it relates to the Master Plan for Parks, Recreation, Cultural Resources, Greenways and Open Space staff supports a fee-in-lieu of dedication.

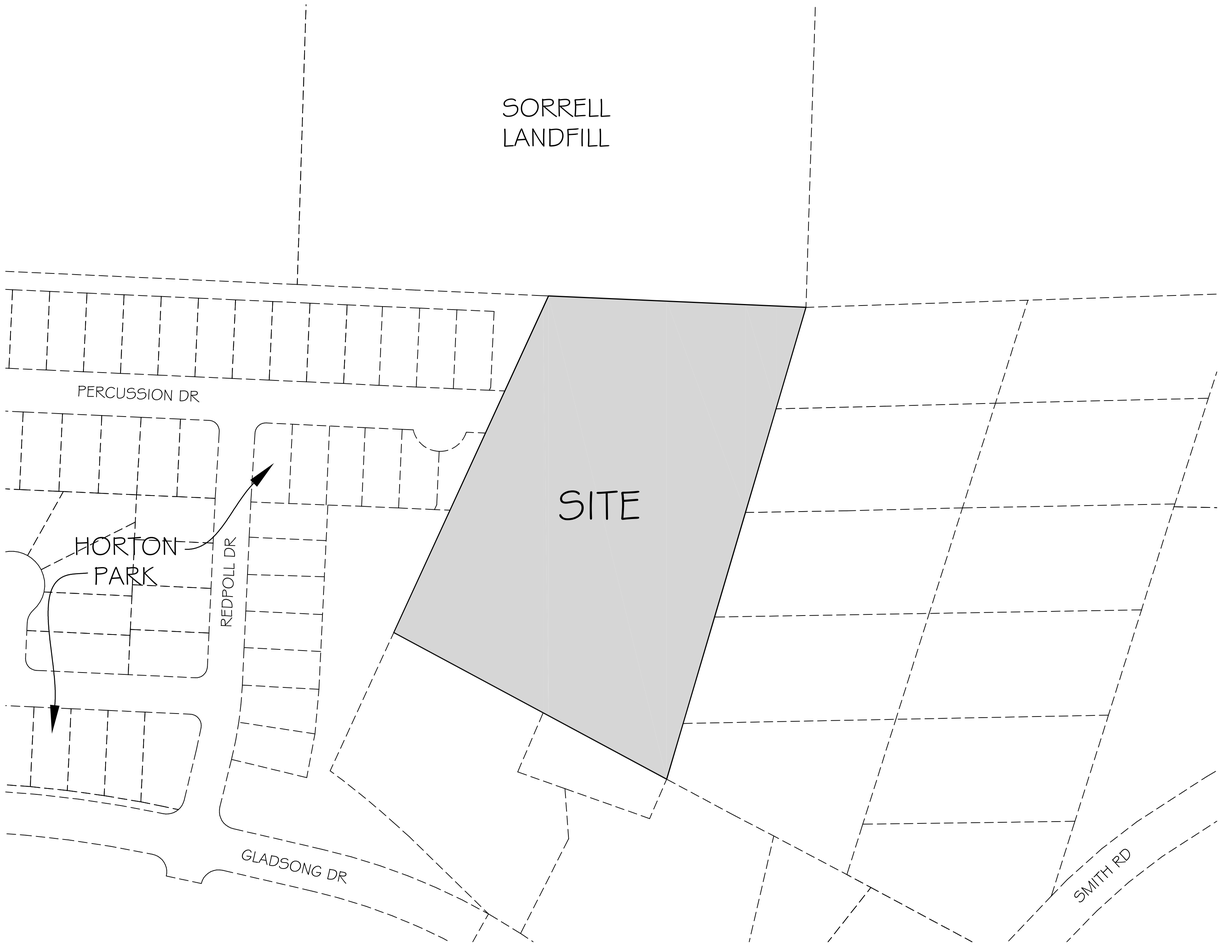
Staff recommends approval of a fee-in-lieu of dedication based on the total number of 14 single family detached units on the shown on the Master Subdivision plan at the 2026 rate of $4,325.07 per unit to be paid at the time of plat.

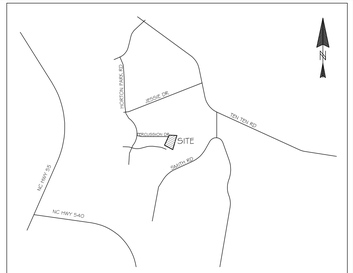
Attachments

- CN10-A1: Master Subdividion Plat - Vimb Subdivision Fee-In-Lieu Recommendation
- CN10-A2: Vimb Subdivision Preliminary Site Layout - Vimb Subdivision Fee-In-Lieu Recommendation

VIMB SUBDIVISION

MASTER SUBDIVISION PLAN





VICINITY MAP

SITE DATA	
PROJECT NAME	VIMB SUBDIVISION
PROJECT ADDRESS	0 SMITH ROAD
PREPARER'S CONTACT INFORMATION	JONES & CNOSSEN ENGINEERING, PLLC P.O. BOX 1062 APEX, NORTH CAROLINA 27502 PHONE - 919-387-1174 EMAIL - PATRICK@JONESCNOSSEN.COM CONTACT PERSON - PATRICK L. KIERNAN
OWNER CONTACT INFORMATION	VIMB, LLC 9105 28TH AVE REDMOND, WA 98053 PHONE - 425-918-2352 EMAIL - VEERAKONDA@GMAIL.COM CONTACT PERSON - VEERA KONDA
CURRENT PROPERTY ZONING	MD-CZ
WAKE COUNTY PIN	0751-40-9074
REZONING NUMBER	#25CZ17
TOTAL OVERALL PROJECT AREA	5.33 ACRES
AREA WITHIN CEMETERY OVERLAP	0.09 ACRES
NET AREA FOR RCA CALCULATIONS	5.24 ACRES
REQUIRED RCA AREA	1.05 ACRES (20%)
PROPOSED RCA AREA	1.29 ACRES (24.6%)
TOTAL DISTURBED AREA	1.6 ACRES
MAX. BUILT UPON AREA	60% (3.20 AC)
ESTIMATED BUILT UPON AREA	32% (1.72 AC)
PROPOSED RESIDENTIAL LOTS	14
PROPOSED DENSITY	2.6 LOTS/AC
PUBLIC RECREATION REQUIREMENT	14 SINGLE FAMILY DETACHED UNITS*$4,325.07=$60,550.98
DATE OF TOWN COUNCIL APPROVAL	1/27/26
MAX. BUILDING HEIGHT	40 FEET
PROPOSED USES	SINGLE FAMILY RESIDENTIAL
2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL
WATERSHED PROTECTION OVERLAY DISTRICT	SECONDARY (NEUSE RIVER BASIN, MIDDLE CREEK SUB-WATERSHED)
FEMA FLOODPLAIN INFORMATION	MAP #3720075100K & #3720075000K (DATED JULY 19, 2022) PROJECT IS NOT WITHIN 100 YEAR FLOODPLAIN.
SMALL TOWN CHARACTER OVERLAY DISTRICT	NO
HISTORIC STRUCTURE?	NO
PUBLIC GREENWAY TRAIL CONSTRUCTION?	NO
COORDINATES FOR CENTROID	2054975.42, 710048.21

ZONING CONDITIONS DUE TO PROXIMITY OF SORRELL LANDFILL:

1. ALL HOMES SHALL BE DESIGNED AND CONSTRUCTED WITH A PERMANENTLY INSTALLED METHANE MONITORING DEVICE. HOA COVENANTS SHALL INCLUDE A REQUIREMENT THAT HOMEOWNERS WILL MAINTAIN THE METHANE MONITORING DEVICE TO ENSURE EFFECTIVE OPERATION.
2. ALL HOMES SHALL BE DESIGNED AND CONSTRUCTED WITH A METHANE-RESISTANT VAPOR BARRIER INSTALLED BENEATH THE CONCRETE SLAB OR CRAWLSPACE. FOR HOMES CONSTRUCTED ON SLAB FOUNDATIONS, A SUB-SLAB VENTILATION SYSTEM (PASSIVE OR ACTIVE) SHALL ALSO BE INSTALLED. INSTALLATION OF THE VAPOR BARRIER SHALL BE DOCUMENTED BY THE BUILDER AND MADE AVAILABLE FOR INSPECTION UPON REQUEST BY TOWN STAFF.
3. A NOTE SHALL BE INCLUDED IN THE MASTER SUBDIVISION FINAL PLAT THAT SUMMARIZES THE METHANE MITIGATION PRACTICES REQUIRED FOR ALL RESIDENTIAL LOTS WITHIN THE DEVELOPMENT.

STANDARD SPECIFICATIONS & STANDARD DETAILS
VERSION: MARCH 10, 2026

SEWER CAPACITY NOTE:
THIS PROJECT PROPOSES APPROXIMATELY 4,200 GAL/DAY OF WASTEWATER FLOW (14 LOTS @ 300 GAL/DAY).

GRADING NOTE:
THIS PROJECT WILL BE STAGE GRADED. PER THE UDO DEFINITION FOR STAGED GRADING, 50% OR LESS OF THE LOTS WILL BE GRADED DURING THE INITIAL GRADING PHASE.

DRAINAGE NOTE:
90% OF PRE-DEVELOPMENT DRAINAGE AREAS TO BE PRESERVED IN THEIR NATURAL BASINS.

AFFORDABLE HOUSING COMMITMENT:
LOT 5 SHALL BE CLASSIFIED AS "AFFORDABLE HOUSING" (14 LOTS * 10% = 1.4 LOTS)

MINIMUM BUILDING SETBACKS (SINGLE FAMILY)	
FROM BUFFER/RCA	10' FOR BUILDINGS 5' FOR IMPERVIOUS
FRONT	25'
REAR	20'
SIDE	6' MIN./16 TOTAL
CORNER SIDE	15'

PARKING SUMMARY

TOTAL SPACES REQUIRED:
2 SPACES PER SINGLE FAMILY UNIT X 14 UNITS = 28 SPACES
MAIL KIOSK PARKING REQUIREMENT = 2 SPACES (1 H/C (VAN))
TOTAL REQUIRED = 30 SPACES (1 H/C (VAN))

TOTAL SPACES PROVIDED:
14 - 2 CAR DRIVEWAYS = 28 SPACES
MAIL KIOSK PARKING = 2 SPACES (1 H/C (VAN))
TOTAL PROVIDED = 30 SPACES (1 H/C (VAN))

SHEET INDEX

1	COVER SHEET
2	ZONING CONDITIONS
3	PRELIMINARY SITE LAYOUT PLAN
4	EXISTING CONDITIONS PLAN
5	PRELIMINARY GRADING & DRAINAGE PLAN 1
6	PRELIMINARY GRADING & DRAINAGE PLAN 2
7	PRELIMINARY UTILITY PLAN
8	STAGING & DEMO PLAN
9	DETAILS
LA-1	LANDSCAPE PLAN

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

N

0 50 100 200
GRAPHIC SCALE

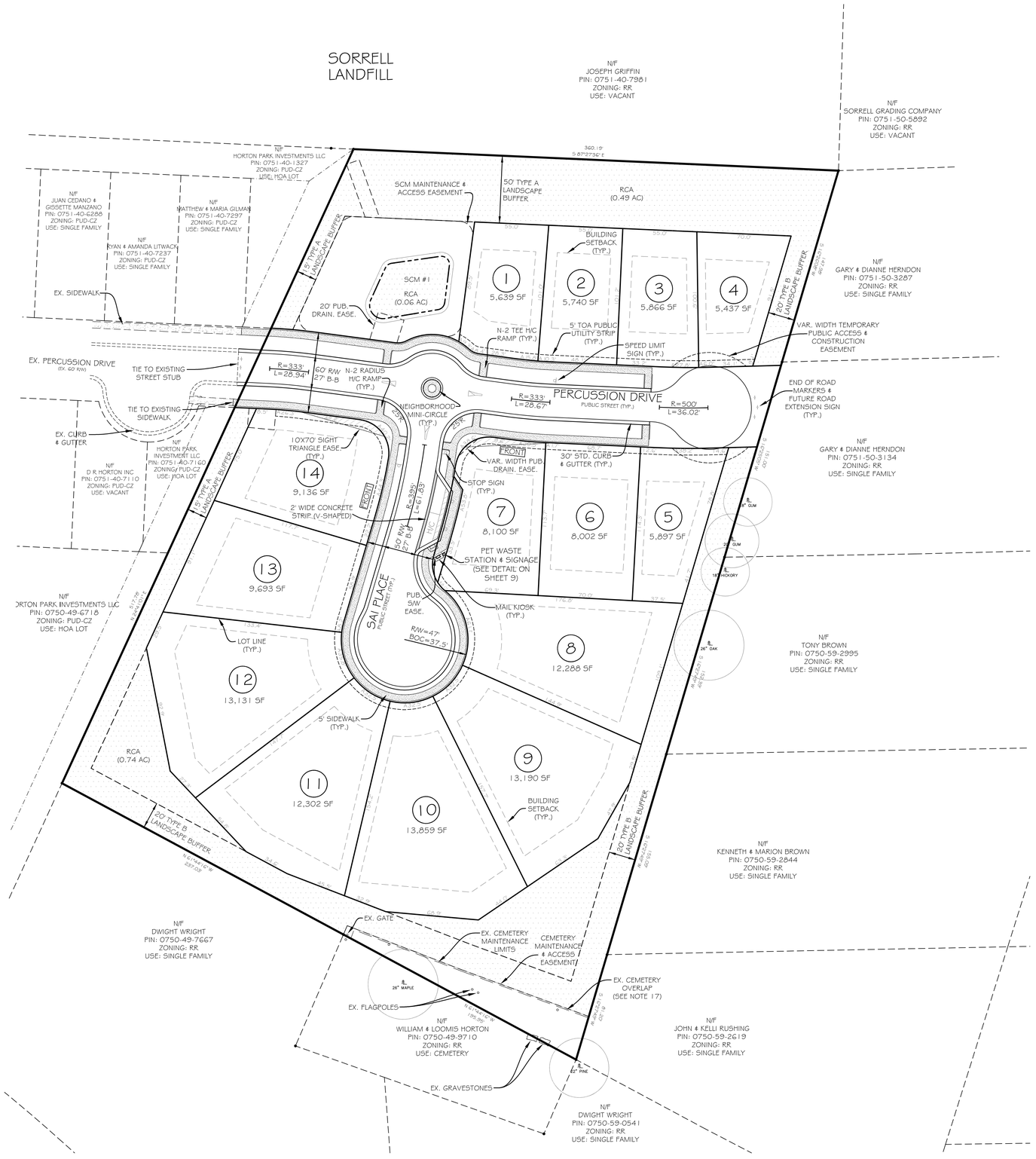
Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
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SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescnossen.com

FOR REVIEW ONLY

VIMB SUBDIVISION
MASTER SUBDIVISION PLAN
TOWN OF APEX WAKE COUNTY, NORTH CAROLINA

COVER SHEET

SCALE	1"= 100'
DRAWN	PLK
DATE	AUGUST 3, 2026
REVISION	PER TRC
10/1/26	
SHEET	1
PROJECT	2552



TOWN OF APEX REQUIRED PLAN NOTES:

1. NO SITE DEVELOPMENT ACTIVITY INCLUDING, BUT NOT LIMITED TO, TESTING, CLEARING, INSTALLATION OF S&E 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 OR ONLINE AT HTTP://WWW.APEXNC.ORG/2115/APPLICATIONS-SCHEDULES.
2. 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.
3. 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.).
4. IF BUILDINGS ARE TO BE DEMOLISHED, A COPY OF THE DEMOLITION NOTIFICATION FROM THE NC HEALTH HAZARD CONTROL UNIT AND AN ASBESTOS INSPECTION REPORT FROM A NC ACCREDITED ASBESTOS INSPECTOR MUST ACCOMPANY THE APPLICATION FOR THE DEMOLITION PERMIT WHICH MUST BE OBTAINED PRIOR TO START OF THE DEMOLITION.
5. ALL GRADING AND SUPPORT STRUCTURES ASSOCIATED WITH ANY RETAINING STRUCTURE SHALL NOT ENCROACH INTO ANY REQUIRED BUFFER OR PROTECTED AREA (E.G. RCA, THE CRITICAL ROOT ZONES OF TREES, PUBLIC UTILITY EASEMENTS AND RIGHTS-OF-WAY), AND SHALL BE CONTAINED ENTIRELY ON SITE.
6. SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS, BUT NOT LIMITED TO, PLAY FIELDS, GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX TOWN OF APEX STANDARD SPECIFICATIONS AND STANDARD DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS, RECREATION, & CULTURAL RESOURCES DEPARTMENT.
7. THE SCREENING OF LOADING DOCKS, ROLL-OUT TRASH CONTAINERS, DUMPSTERS, OUTDOOR STORAGE, MECHANICAL AND HVAC EQUIPMENT, AND SIMILAR FACILITIES ON THE ROOF, GROUND OR BUILDING SHALL MEET THE REQUIREMENTS OF UDO SEC. 8.2.8. SPECIFICALLY, SCREENING MUST BE DONE SO THAT:
   A) IT IS INCORPORATED INTO THE OVERALL DESIGN THEME OF THE BUILDING AND LANDSCAPING,
   B) SCREENING MATERIALS ARE NOT DIFFERENT FROM OR INFERIOR TO THE PRINCIPAL MATERIALS OF THE BUILDING OR LANDSCAPE, AND ARE SIMILAR IN MATERIAL AND COLOR,
   C) SCREENED ITEMS ARE OUT OF VIEW FROM ADJACENT PROPERTIES AND PUBLIC STREETS, AND A TOTALLY OPAQUE SCREEN IS ACHIEVED,
   D) ANY GROUND-MOUNTED HVAC OR OTHER MECHANICAL OR UTILITY EQUIPMENT 5W (6) FEET TALL OR HIGHER MUST BE FENCED AND LANDSCAPED,
   E) DUMPSTER ENCLOSURES MUST MEET THE ABOVE REQUIREMENTS PLUS BE AT LEAST EIGHT (8) FEET TALL OR THE HEIGHT OF THE DUMPSTER, WHICHEVER IS GREATER, AND BE BUILT OF MASONRY MATERIAL WITH OPAQUE GATES. WHERE PRACTICABLE, SHRUBS OR OTHER PLANTS MUST BE PLANTED OUTSIDE THE ENCLOSURE TO VISUALLY SOFTEN THE APPEARANCE.
8. ALL REQUIRED SITE ELEMENTS SHOWN WITHIN A PARTICULAR PHASE MUST BE INSTALLED BEFORE A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED FOR ANY BUILDING WITHIN THAT PHASE.
9. PRIOR TO SCHEDULING A FINAL SITE INSPECTION, ALL SITE ITEMS (E.G. LIGHTING, LANDSCAPING, MULCHING, SCREENING FOR DUMPSTERS, MECHANICAL EQUIPMENT, HVAC, ETC., SEEDING & SITE STABILIZATION, AND PARKING AND PAVEMENT MARKING) MUST BE COMPLETED.
10. INDIVIDUAL SIGNS ARE NOT APPROVED AS PART OF SITE PLAN APPROVAL PROCESS. A SEPARATE SIGN PERMIT MUST BE OBTAINED PRIOR TO INSTALLATION OF THE SIGN. MULTIPLE USE LOTS, NON-RESIDENTIAL SUBDIVISIONS, AND MULTIPLE TENANT LOTS MUST SUBMIT A MASTER SIGN PLAN FOR APPROVAL.
11. RETAINING SYSTEMS PROVIDING A CUMULATIVE VERTICAL RELIEF GREATER THAN FIVE FEET IN HEIGHT WITHIN A HORIZONTAL DISTANCE OF 50 FEET OR LESS, INCLUDING RETAINING WALLS OR MECHANICALLY STABILIZED EARTH WALLS, SHALL BE DESIGNED AND CONSTRUCTED UNDER THE RESPONSIBLE CHARGE OF A REGISTERED PROFESSIONAL ENGINEER AND COMPLY IN ALL ASPECTS WITH THE NC BUILDING CODE SEC. 1610. RETAINING SYSTEMS MEETING THESE CRITERIA WILL REQUIRE A SEPARATE BUILDING PERMIT PRIOR TO THE START OF WORK. ALL RETAINING WALLS AND OTHER RETENTION STRUCTURES MUST BE INTEGRALLY TINTED OR STAINED A MEDIUM OR DARK BROWN OR RUST COLOR OR BE COVERED WITH A MASONRY VENEER THAT IS A MEDIUM OR DARK BROWN OR RUST COLOR.
12. ALL ROADS AND SIDEWALKS TO REMAIN OPEN DURING CONSTRUCTION.
13. ALL ROADWAY CLOSURES ARE PENDING TOWN OF APEX STAFF APPROVAL. CONTRACTOR SHALL CONTACT SAJID HASSAN (SAJID.HASSAN@APEXNC.ORG) A MINIMUM OF THREE (3) WEEKS PRIOR TO ROADWAY CLOSURE AND PROVIDE ALL PERTINENT INFORMATION RELATED TO THE ROADWAY CLOSURE.
14. IN THE CASE OF A ROAD CLOSURE, ALL DETOUR SIGNS SHALL BE INSPECTED AND APPROVED BY THE TRANSPORTATION & INFRASTRUCTURE DEVELOPMENT DEPARTMENT PRIOR TO BEGINNING OF WORK.
15. ALL PARTIAL LAND AND SHOULDER CLOSURES SHALL ADHERE TO STANDARD NCDOT WORK ZONE DRAWINGS.

NOTES:

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF APEX STANDARDS AND SPECIFICATIONS.
2. BOUNDARY INFORMATION TAKEN FROM SURVEYS PROVIDED BY SMITH & SMITH SURVEYORS.
3. TOPOGRAPHIC INFORMATION PROVIDED BY NORTH CAROLINA SPATIAL DATA LIDAR AND WAS BLENDED WITH SURVEYED TOPOGRAPHIC INFORMATION FROM SMITH & SMITH SURVEYORS.
4. NO FEMA MAPPED FLOODPLAIN EXISTS ON THIS PROPERTY PER FEMA MAP #3720075100K & #3720075000K, DATED JULY 19, 2022.
5. THIS SITE IS LOCATED WITHIN SECONDARY WATERSHED OVERLAY DISTRICT.
6. THE EXISTING STRUCTURES WILL ALL BE REMOVED. ANY EXISTING WELLS AND SEPTIC TANKS WILL BE ABANDONED ACCORDING TO WAKE COUNTY HEALTH DEPARTMENT STANDARDS.
7. BEFORE DEMOLITION OF EXISTING STRUCTURES/SITE FEATURES SUCH AS FENCING ARE IMPLEMENTED, THE TREE PROTECTION FENCING IS TO BE PERMITTED, INSTALLED AND INSPECTED PRIOR TO ANY OF THE DEMOLITION WORK. IF THERE ARE EXISTING TREES IN THE BUFFERS WHERE THE FENCING WILL BE REMOVED, FENCING IS TO BE REMOVED BY HAND.
8. A DEMOLITION PERMIT WILL BE REQUIRED PRIOR TO DEMOLITION OF ANY STRUCTURE. A LETTER OF ASBESTOS ABATEMENT WILL NEED TO ACCOMPANY THE APPLICATION FOR PERMIT. A LETTER OF ASBESTOS REMOVAL WILL BE REQUIRED PRIOT TO PERMIT ISSUANCE.
9. CONSTRUCTION VEHICLE PARKING LIMITED TO ONE SIDE OF THE ROAD (OPPOSITE OF HYDRANTS). SIGNS INDICATING "NO CONSTRUCTION VEHICLES THIS SIDE OF STREET" IN ENGLISH & SPANISH SHALL BE INSTALLED.
10. ONCE THE FIRST LIFT OF ASPHALT IS PASSABLE BY VEHICLES, TEMPORARY STREET SIGNS ARE REQUIRED. THE DEVELOPER WILL BE REQUIRED TO INSTALL WEATHER RESISTANT TEMPORARY ROAD NAME SIGNS AT INTERSECTIONS PRIOR TO PLAT APPROVAL. THESE SIGNS SHALL BE MAINTAINED BY THE DEVELOPER UNTIL REPLACED BY THE PERMANENT SIGNS.
11. DURING INSTALLATION OF SILT FENCE, MAINTAIN 3' CLEARANCE AROUND FIRE HYDRANTS.
12. THE MAIL CLUSTER BOX UNIT AND PET WASTE STATIONS ARE REQUIRED TO BE INSTALLED PRIOR TO THE FIRST PLAT.
13. SEE SHEET 6 FOR DETAILS OF PET WASTE STATION, INCLUDING SIGNAGE TO PREVENT PET WASTE AND FERTILIZER FROM BEING SPREAD INAROUND THE SCM AREA.
14. ALL HOMES SHALL BE DESIGNED AND CONSTRUCTED WITH A PERMANENTLY INSTALLED METHANE MONITORING DEVICE. HOA COVENANTS SHALL INCLUDE A REQUIREMENT THAT HOMEOWNERS WILL MAINTAIN THE METHANE MONITORING DEVICE TO ENSURE EFFECTIVE OPERATION.
15. ALL HOMES SHALL BE DESIGNED AND CONSTRUCTED WITH A METHANE-RESISTANT VAPOR BARRIER INSTALLED BENEATH THE CONCRETE SLAB OR CRAWLSPACE. FOR HOMES CONSTRUCTED ON SLAB FOUNDATIONS, A SUB-SLAB VENTILATION SYSTEM (PASSIVE OR ACTIVE) SHALL ALSO BE INSTALLED. INSTALLATION OF THE VAPOR BARRIER SHALL BE DOCUMENTED BY THE BUILDER AND MADE AVAILABLE FOR INSPECTION UPON REQUEST BY TOWN STAFF.
16. MONITORING DEVICE AND VAPOR BARRIER SHALL FOLLOW DETAILS ON SHEET 8 OR SIMILAR APPROVED MITIGATION DEVICES.
17. EXISTING CEMETERY ENCROACHES ON PROPERTY FROM THE SOUTH BUT SHALL REMAIN UNDISTURBED.
18. SPEED LIMIT SIGNS OF 25 MPH SHALL BE POSTED ON PERCUSSION DRIVE & SAI PLACE.

HATCH LEGEND:

RCA	
SIGHT EASEMENT	

PRELIMINARY PLANS NOT FOR CONSTRUCTION

0 25 50 100
GRAPHIC SCALE

Jones & Chossen ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning
221 N. SALEM ST.
SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Registration: P-0151
www.jonescnossen.com

FOR REVIEW ONLY

VIMB SUBDIVISION
MASTER SUBDIVISION PLAN
TOWN OF APEX — WAKE COUNTY, NORTH CAROLINA

PRELIMINARY SITE LAYOUT

SCALE: 1"=50' | DRAWN: PLK
DATE: AUGUST 3, 2026

REVISION	PER TRC
10/1/26	

SHEET: 3
PROJECT: 2552

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 27, 2026

Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of October 13, 2026.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN11-A1: Unified Development Ordinance (UDO) Amendments - September 2026- Statement

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF OCTOBER 13, 2026

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 22nd day of September 2026.

The public hearing was continued at the September 22, 2026, Town Council meeting and came before the Apex Town Council on the 13th day of October 2026. The Apex Town Council held a public hearing on the 13th day of October 2026. Amanda Bunce, Assistant Planning Director, presented the Planning Board's vote to recommend approval by a vote of 7-2 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 13th day of October 2026, by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of October 13, 2026, are consistent with the *Advance Apex: The 2045 Plan* and reasonable and in the public interest for the following reason(s):

1. The amendments to Secs. 2.1.2 *Review and Decision-making Bodies, Planning Board and* 2.1.3 *Review and Decision-making Bodies, Board of Adjustment* change the method for how board members are appointed. This amendment clarifies the process and timeline for recommending and appointing members to resident advisory boards, helping minimize unnecessary vacancies and reduce the length of time board positions remain unfilled.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

_____
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN COUNCIL COMMITTEE REPORTS

Meeting Date: October 27, 2026

Item Details

Presenter(s): Edward Gray, Governance, Fiscal Stewardship, and Internal Support Committee Chair
Arno Zegerman, Governance, Fiscal Stewardship, and Internal Support Committee Member

Department(s): Governing Body

Requested Motion

Receive as information an update on the Governance, Fiscal Stewardship, and Internal Support Committee meeting held on Thursday, October 15, 2026.

Approval Recommended?

N/A

Item Details

The Governance, Fiscal Stewardship, and Internal Support (GFSIS) Council Committee held its initial meeting on Thursday, October 15, 2026. The Committee is chaired by Councilmember Edward Gray, with Councilmember Arno Zegerman serving as the other Committee member. The Committee focuses on governance and policy development, fiscal oversight, budgeting, capital planning, government relations, and internal support matters referred by the Town Council.

The Committee reviewed its purpose and operating framework. Finance Department materials addressed the ongoing Fiscal Year 2026 financial statement audit, including Council oversight, preliminary year-end financial results, and fund balance calculations. Additional topics included financial indicators for the Town's major operating funds, debt service, and anticipated financing needs.

In connection with recent Office of State Auditor reports involving other municipalities, the Finance Department prepared an assessment of the Town's existing financial practices and internal controls. The review addressed fund balance and budget monitoring, purchasing card oversight, procurement practices, transaction documentation, and contract administration. Finance staff also outlined ongoing work to update purchasing and purchasing-card policies.

The Budget and Performance Management Department presented first-quarter Fiscal Year 2026–2027 expenditures across the Town's major operating funds, revenue trends, and approved and anticipated budget amendments. The update also included the Fiscal Year 2028 budget development calendar, with attention to sales tax performance, property tax revaluation, capital improvement planning, and planned opportunities for Town Council review.

The Committee agenda also included an update on Council policies and a legislative briefing on recent State law changes affecting municipal finance and operations. Topics included economic development expenditure reporting, procurement and contracting, and other governance and fiscal responsibilities that may require additional staff coordination.

Additionally, a proposed Fiscal Year 2026–2027 Committee meeting schedule was presented for discussion and potential adoption, including meetings in December 2026 and January, March, April, and June 2027. The proposal includes dedicated sessions during the Fiscal Year 2028 budget development process.

Councilmember Gray and Councilmember Zegerman will provide the Town Council with a high-level recap of the Committee's discussions, updates, and anticipated next steps.

Attachments

- TR1-A1: Governance, Fiscal Stewardship, and Internal Support Committee Agenda Packet – October 15, 2026
- TR1-A2: DRAFT Meeting Minutes – Governance, Fiscal Stewardship and Internal Support Committee Meeting – October 15, 2026 – ***pending review to be added***

AGENDA | SPECIAL MEETING
GOVERNANCE, FISCAL STEWARDSHIP AND INTERNAL SUPPORT COMMITTEE

Thursday, October 15, 2026 at 5:00 pm

Apex Town Hall
3rd Floor Training Room B
73 Hunter Street, Apex, NC

Town Council Committee Members and Senior Executive Leadership

Councilmember Edward Gray, Chair | Councilmember Arno Zegerman, Committee Member
Town Manager: Randal E. Vosburg
Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen Coleman | Interim Town Attorney: Brian Meyer

Governance, Fiscal Stewardship, and Internal Support Committee Objective: *Governance related matters and the policy development process; Government Relations Strategy Recommendations, Town Council's Rules of Procedures, establishment of Council Committees; the annual budget process, capital improvement programming and debt, financial reporting, annual audit, and fees; and Policies and strategies related to Human Resources, including personnel, benefits, and compensation; Communication strategies and Innovative practices, policies related to advisory boards and commissions.*

1) **Call to Order, Welcome, and Review of Agenda**
   Councilmember Edward Gray, Chair

2) **Objective/Charter of the Governance, Fiscal Stewardship, and Internal Support Committee**
   Councilmember Edward Gray, Chair
   Allen Coleman, Town Clerk

3) **Finance Department Update**
   Jon Griffin, Director, Finance Department
   a) **Council Oversight Over Financial Statement Audit**
   b) **Preliminary Calculations of Fund Balance and Financial Metrics**
   c) **Debt Service Update**
   d) **Regional Audit Process Review**

4) **Budget Department Update**
   Jessica Hoffman, Director, Budget and Performance Management Department
   a) **Quarter 1 Year-To-Date Expenditures**
   b) **Revenue Trends**
   c) **Budget Amendments Year-to-Date**
   d) **Fiscal Year 2028 Budget Calendar**

Continued on next page

AGENDA | SPECIAL MEETING
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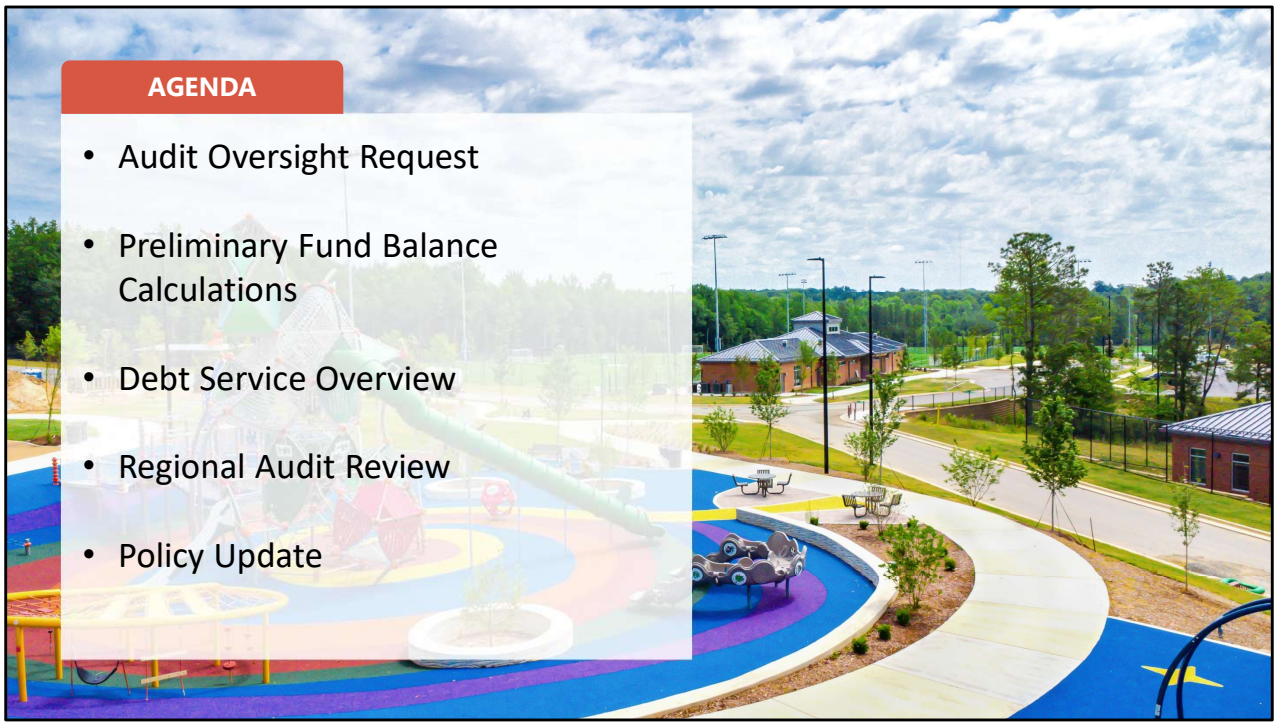
AGENDA CONTINUED

5) **Council Policies Update**
Allen Coleman, Town Clerk

6) **Legislative Updates**
Allen Coleman, Town Clerk

7) **Future Meeting Dates Discussion and Potential Adoption**
Allen Coleman, Town Clerk

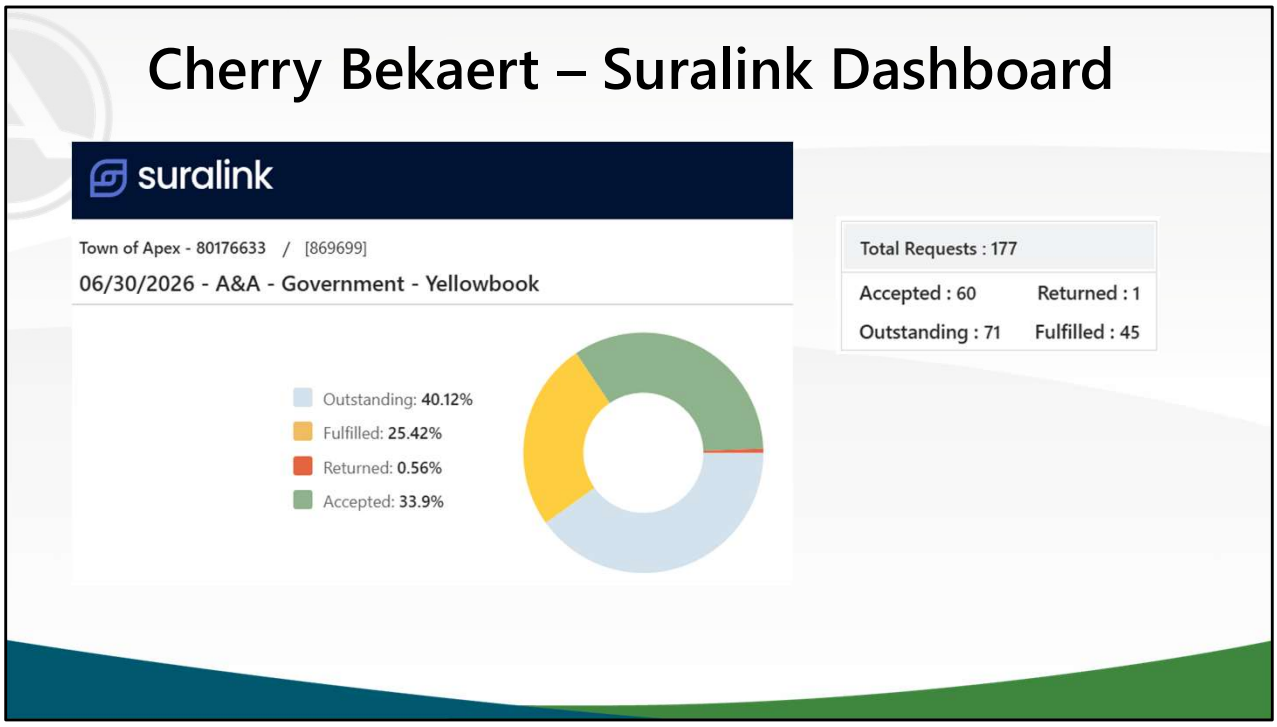
8) **Closing Remarks and Adjournment**


AGENDA
• Audit Oversight Request
• Preliminary Fund Balance Calculations
• Debt Service Overview
• Regional Audit Review
• Policy Update

Finance Department Update
Audit Oversight Request

As of 10-9-2026

Cherry Bekaert – Suralink Dashboard



Audit Process

1. The Town operates cash-basis (budgetary) in all funds 7/1/25 to 6/30/2026
2. From 7/1/26 to 9/30/26, the Town transitions to modified accrual accounting in all funds
   - Expenditures are accrued based on delivery of goods and services
   - Revenues are accrued based off if they are measurable and available
3. For the annual report – funds are aggregated and consolidated, and then management estimates of certain assets, liabilities and inflows/outflows are prepared and layered on top of these figures
4. The Town's financial position is now full accrual, and the book can be written.

All steps are examined separately in the audit process.

Major Components In Progress

- Cash (receipts, reconciliations)
- Proprietary revenues (utility receivables)
- Debt
- General accounting

Major Components Not Started

- Capital assets
- Fund balance calculations and rollforwards
- Review of the financial statements

Key Process Completion Comparison

Process	FY 2025 Completion	FY 2026 Completion
Utility revenue reconciliation	12/22/2025	09/18/2026
Property Tax reconciliation	02/18/2026	09/23/2026
Debt, SBITA, Lease Accruals	01/26/2026	10/9/2026
Compensated Absence Measurement	01/12/2026	09/30/2026
Capital asset reconciliation	01/19/2026	
LGERS / LEOSSA reconciliation	12/4/2025	9/23/2026
OPEB reconciliation	12/4/2025	
Financial Statements First Draft	3/13/2026	

Finance Department Update
Preliminary Fund Balance and Aggregated Financial Results

As of 06-30-2026

Overview

- What this covers:
  - Overview of the operating revenues and expenditures for the major operating funds of the Town (General Fund, Water Fund, Electric Fund, Stormwater Fund)
  - 3 fund balance calculations for the General Fund
  - Position to income ratios and cash to days of expense ratios for the utilities
- Purpose – assist the governing body with decision-making in future
- What this does not cover:
  - Nonmajor operating funds (Special revenue, affordable housing, cemetery)
  - Project funds (ARPA/Grants, General Projects, Parks Projects, Water Projects)

General Fund Overview

	Prior Yr	Budget	Actual	Variance
Total Revenues	$ 105,608,040	$ 107,092,600	$ 110,591,661	$ 3,499,061
Total Expenditures	$ 93,219,963	$ 118,769,759	$ 104,706,892	$ (14,062,867)
Other Financing	$ (4,813,300)	$ 10,136,172	$ (6,668,674)	$ (16,804,846)
CHANGE	$ 7,574,777	$ (1,540,987)	$ (783,905)	$ 757,082
Fund balance - Beginning of year			$ 59,184,867	
Change in Fund Balance			$ (783,905)	
Fund balance - End of year			$ 58,400,962	

The single largest reason for the decline in fund balance is certain revenues not being received in FY 2026.

The FY 2026 budget included estimated revenues of $3.0m in anticipated borrowings for rolling stock/vehicles. Between turnover in the Finance department and the subsequent delay in the Town's publication of its financial statements (as well as delays in the delivery of certain vehicles) the Town bore some rolling stock costs that are pending reimbursement. Even with a temporary delay in these revenues, the Town's fund balance remains healthy as evidenced in the three calculations to follow.

General Fund Balance

This is a calculation that converts Fund Balance from accrual-basis accounting into cash and represents a comparison of your cash balance to your budgeted expenditures for the following year:

Total fund balance - General Fund	58,401,277
Stabilization	16,955,323
Prepayments	322,928
Inventories	27,825
Fund Balance Available	**41,095,201**
Budget Expenditures (As Adjusted)	129,477,810
Fund Balance Available as % of Expenditures	**31.74 %**

32% falls within the LGC's range of acceptable outcomes and is ahead of comparable calculations that have occurred regionally.

General Fund Balance

Statutory Calculation

Total fund balance - General Fund	$58,401,277
Less:	
Stabilization	16,955,323
Prepayments	322,928
Inventories	27,825
Assigned for public safety expenditures	467,000
Assigned for subsequent years expenditures	3,962,400
Unassigned Fund Balance	$36,665,801

The unassigned calculation presented here provides the total fund balance figure, but primarily controls for policy decisions. For example, the FY 2026 fund balance calculation as presented here controls for the actual cash-on-hand for the General Fund (stabilization) but also includes some FY 2027 decisions (the “subsequent years expenditures” is what is baked into the existing FY 2027 budget.)

General Fund Balance

Council Policy: Unassigned fund balance must equal 25% of General Fund adopted budgeted expenditures for subsequent year, if fund balance exceeds the target by 30%, any funds should be transferred for capital purposes.

Beginning Fund Balance	$59,185,182
Total change in fund balance	($783,905)
Ending Fund Balance	$58,401,277
State Stabilization	($16,955,323)
FY 2026 Budget Appropriation	($3,962,400)
25% Operating Target Policy	($30,585,400)
Available for Appropriation	$6,898,154

The $30,585,400 figure is 25% of the total General Fund expenditures budgeted in FY 2027.

Currently, $781,074 exists in excess of the 30% threshold.

This policy should be re-evaluated in the coming year, because the Town's practices have shifted since it was adopted. The funds in excess of 30% being committed automatically for capital purposes served as a guardrail on the back end accounting to ensure that funds were put to work – in essence, ensuring that any revenues overcollected or underexpenses get pivoted as appropriate tobuying down any capital needs.

However, since adoption of this policy the Town began dividing its general ad valorem property tax levy between 3 funds (general fund ,affordable housing fund, debt service/capital fund) on the front end – this means the year end calculation primarily factors in only underexpenses, and

Electric System

Electric Fund		
Total Operating Net Position		$24,051,385
FY 2026 Expenditures	$	62,409,255
Ratio		39%
FY 2027 Budgeted Expenditures		70,613,000
Ratio		34%
Cash on Hand	$	12,231,173
Actuals by Days	$	170,984
Cash vs Actuals by Days		72
Budget By Days	$	193,460
Cash vs Budget by Days		63

Actuals-by-day ratio improved somewhat – improving from 61 days to 72 days. This is an expected result – 2026 rate increases translating into an improved cash on hand.

Billed revenues for the Electric Fund are $70.2 million, which exceeded the operating expenditures for the Electric Fund of $62.4m, or 7.8m. Given the accrual basis of accounting, a $7.8 surplus did not generate an improved cash on hand given the known issue of some customers not paying.

Billed revenues exceeded the budgetary revenue estimate of $62.4m by approximately $7.5m. This is attributable to a rate increase ($1.5 increase in each residential base charge and a 4% increase in the variable per kWh charge), which was compounded by higher kWh distributed (NCEMPA billed the Town for 3.5% more kWh) and higher demand usage on the grid (the peak demand charge billings recorded 8% higher kW than the prior fiscal year.)

Additionally, the meter replacement project appears to have improved demand (surcharge) billings for commercial electric customers, with a budget estimate of $2.5m in billings generating $3.4m in revenue (a 32% increase).

Water and Wastewater System

Water and Sewer Fund		
Total Operating Net Position		$23,714,908
FY 2026 Expenditures	$	22,189,632
Ratio		107%
FY 2027 Budgeted Expenditures	$	35,610,700
Ratio		67%
Cash on Hand		25,044,300
Actuals By Days	$	60,794
Cash By Days		412
Budget By Days	$	97,564
Cash By Days		257

Daily Actual Expenditures improved greatly - going from 311 days of cash on hand to 412 days of cash on hand.

Budgeted revenues for usage/charges were $28 million, and billed revenues were $29 million. This is primarily driven by higher billing for sewer than were anticipated. (Water billings were within .3% of budget, while sewer exceeded budget by 6.3%. This appears to have been incomplete data from the Town's prior billing system complicating the rate model.

Water/sewer system revenues of $31.2m exceeded $22.1m expenditures by $9m. This is primarily driven by underspending of certain budget lines, such as operating expenses (contracted services, supplies, printing, travel, internal utilitess) undershot their budget estimates by $2.4m, maintenance and repair items coming under budget by $1m and $500k in delayed capital equipment purchases.

Stormwater Management

Stormwater Fund		
Total Operating Net Position	$	4,204,513
FY 2026 Expenditures	$	2,903,851
Coverage		69%
FY 2027 Budgeted Expenditures		3,712,300
		88%
Cash on Hand	$	5,448,663
Actuals by Days	$	7,956
Cash vs Actuals by Days		685
Budget By Days	$	10,171
Cash vs Budget by Days		536

Billed and budgeted revenues for stormwater were within 2% of the budgeted amounts.

Revenues for the Stormwater fund exceeded expenditures by $266k, which was primarily driven by certain categories of expenditures coming in below their respective budget estimates. Overall, the Stormwater Management

Utility Accounting

1. Bills Issued (increase receivables, increase revenues)
2. Bills Collected (decrease receivables, increase cash)
3. Calculate allowances (decrease revenue, increase allowance)
   This is an annual management estimate of how much revenue is likely to be received.
4. Unbilled Receivables (increase receivable, increase revenue then reverse)
   This trues up the fiscal year by pulling the prior years revenues forward.
5. Write-offs (statutory deadlines) (decrease receivable, increase expense)
   Write offs align with statutory limits – the Town only has a legal right to pursue collections up to a pre-defined point based on the nature of the contract.

Utility Accounting

- The Town's actual revenues billed do not currently translate into collectible amounts, due to the significant gap that exists between bills issued and bills collected on.

Allowance for Uncollectible Accounts

	Customer Balances	Allowance	Net Receivable
General Fund	$ 1,424,573	$ (275,660)	$ 1,148,912
Electric Fund	$ 6,312,552	$ (5,012,001)	$ 1,300,551
Water/Sewer Fund	$ 4,822,515	$ (1,089,654)	$ 3,732,861
Stormwater Fund	$ 275,664	$ (87,051)	$ 188,613
	$ 12,835,304	$ (6,464,366)	$ 6,370,937

Finance Department Update
Debt Service Update

6-30-2026 to 10-31-2026

Debt Policy

- Total assessed property valuation as of 6-30-2026: $21,649,294,497
  - Town Policy – 2.5% $541,232,362
  - State Statute – 8% $1,731,943,559
  - FY '26 Ending Debt: $82,834,639
  - Legal Debt Margin $1,649,103,920
- Debt Service Ratio – goal is 12% - steady state rotating balance

	DS	FY 27 GF Budget	
Current State	7,560,084	122,341,600.00	6.2%
after LOB	8,560,084	122,341,600.00	7.0%
after $5.5 RS	9,660,084	122,341,600.00	7.9%

The

Governmental Debt Service Fund (the Community Investment Fund)

• Total Tax Revenue Estimate:	$16,409,100
• Debt Service (after 2 pending actions)	$9,660,084
• Remaining Budget	$6,749,016

Debt Issuance Update for FY 2027

Subsequent Fiscal Year – as of Audit Report Date

- **Limited Obligation Bonds –** the underwriting has begun on the Town's sale of limited obligation bonds

- **Pending Installment Financing Contracts**
  - $4.5-$5.0 million – Rolling Stock (Vehicle and Equipment) – Vehicles for FY 2025 and FY 2026
  - Bidding expected in November

- **General Obligation Bonds (24.5m unissued)**
  - Most projects slated for this Streets and Sidewalks bond are not underway (prefer them under contract prior to going to LGC)
  - However, the Town has a 7-year time limit from voter approval in 2021 so may need to borrow these funds in advance of the projects.

Finance Department Update
Regional Review

Regional Review

- Recent public audits have reviewed the internal financial operations of two Wake County municipalities
- A report generally comparing the Office of State Auditor's investigations and responses has been prepared and is submitted to you for review.
- Questions are welcome.

The

Finance Department Update
Other Updates

Other Updates

- The Finance Department will be requested an additional extension on the change in the purchase order threshold that is effective through 10/31/26.
  - Overtime, the Town divided its purchasing policies into several documents (a general Town-funded purchasing policy, a "uniform guidance" policy
  - The current plan is to replace these existing policies with a resolution approved by the Council, setting the dollar thresholds for various purchasing needs, which would be approved annually ,with an administrative policy explaining what happens when thresholds are met.
- The Finance Department is additionally working through a more comprehensive re-write of the P-Card policy, with the intent of making it a Council-level policy with clearer guidelines around allowed and unallowed transactions and more user-friendly timelines.
- The Customer Service Policy (for billing) is nearly complete and is in a final re-draft process after our most recent disconnection cycles so that we reflect our practices.

The

October 12th, 2026

Pursuant to a request to review the Office of State Auditor's recent reports, the following memorandum represents the Finance Department's review of those reports. The following is intended to be an informal review of the findings and provide some context or relative comparison to the Town of Apex. Generally, the comparisons are difficult to make and speak more to the relative governance environment at the other municipalities and they are more specific.

Themes from Findings & Observations

1. The Office of State Auditor found more than one municipality not complying with its published/adopted fund balance policies, and that their budget monitoring was poor and that they had recurring variances that were not being addressed.

Absent turnover in key positions, Apex has a reasonable history of reporting financial results and meeting goals. The Town has a budget department; the budget department meets regularly with other Town departments concerning spending and presents budgetary estimates to Town Council for review. There are several different ways that calculate fund balance, each of which has a different outcome because it serves a different purpose. In some of the audit findings, there may be some discrepancy between how the Office of State Auditor chose to present the fund balance calculation versus how other financial professionals may choose to.

Staff could explore more frequent financial reporting, however this would need to be balanced against the time and effort currently needed to consolidate and present financial results versus the business case – (ex; the first quarter is generally speaking the lowest point of every local government's fund balance and cash position.) – so additional time may be spent contextualizing seasonal differences in the data.

For the Town of Apex, all of the possible fund balance calculations indicate a healthy operating balance that is sufficient to meet the Town's cash flow needs and does not indicate that it is in distress.

2. At one municipality, the Office of State Auditor Rapid Response staff notated a high number of individual p-cards issued to Town staff, which were then used to purchase food or accommodations that the Office of State Auditor deemed unreasonable or lacking a valid business purpose. Additionally, they noted a lack of supporting documentation in some situations that

In Apex, most cards are issued to middle management level employees within departments. Most department heads and most Town Administration staff are not issued cards. The Finance Department has dedicated staff who pursue collection of receipts and support documentation for all transactions. Some departments have shared cards, which are governed by sign-in/sign-out sheets, but generally all transactions receive one or more layers of review prior to ever going towards the Finance Department. The Finance Department additionally has layers of review and follow up manned by staff at month end to monitor the timely submission and coding of transactions in *Bank of America Works.*

The Town's current p-card policy is an administrative policy (approved by the Town Manager) that was originally drafted and implemented by the Town's budget department. The Finance Department currently acts as the owner of the policy and is contemplating some minor changes (to increase specificity over certain kinds of transactions and the timeliness of submission of receipts) and intends to elevate it to a Council-approved policy.

3. At one municipality, a member of Town Council received a reimbursement for graduate level coursework in a master's degree program that was contrary to Town policy.

After review, the Town of Apex does not offer any benefits to elected officials that would fall within this category. The Town of Apex has a tuition reimbursement program managed by the Human Resources department that has relatively sparse utilization.

4. In one municipality, the Town Manager executed the acquisition of real property for the Town against the recommendation of Town staff and without the Board's full approval.

The Town of Apex does not have any recurring line items in its operating budgets for the acquisition of land (it does have small operating budgets for the acquisition of easements). Additionally, any capital asset acquisitions in excess of $100,000 are required by policy to be included in the Town-wide Capital Improvement Program (CIP).

Therefore, in the absence of an appropriation, the acquisition could be financed only through a budget amendment. The governing body (Town Council) would have to consider such an amendment in its regular meetings. The Council should consider how it would evaluate a budget amendment that deviated from the Town's adopted CIP, as this would be the only method by which that kind of deviation from a spending plan could occur in Apex

5. Town funds were used to pay for ghost-writing services, facilitating retreats or events in other municipalities that were considered unreasonable by the Office of State Auditor.

These finding(s) speak more to the governance environment at other municipalities than to anything any one reasonable policy would otherwise be intended to prevent. The Finance Department is currently evaluating certain policies to include a definition for a "reportable" transaction (e.g. something that by the nature of it happening, should be reported up to management or Council) and we could add these kinds of benefits to that list.

6. The Office of State Auditor determined that a municipality was unable to provide an executed contract supporting payments to an individual who served in an interim capacity for the Town, and further that there were internal control failures and weaknesses related to payments and independent review of contractor efforts did not occur.

If the Town Council required interim staffing for any purpose, staff would strongly recommend to the Council that a contract that adequately described the pricing, terms and conditions of such a service be used. If the Board independently sought service contracts, it would be reasonable to suggest that regular meetings would need to occur regularly between key staff and members of the Council to ensure that adequate oversight occurred and was documented. Proper oversight over a contract would require a joint effort between staff and the Council to ensure that expenditures were properly documented and reviewed. As noted above, this is one of the more clear examples where breakdowns in the governance environment between Council and staff drove the finding more than any one particular policy.

7. The Office of State Auditor additionally found that a municipality had contracted for support services on budget development, and after payments against the contract were made, the Town was unable to provide copies of invoices to the Office of State Auditor.

The Town of Apex uses an SaaS vendor to maintain its records and has staff in departments and in the Finance Department who are responsible for ensuring sufficient supporting documents exist prior to payments. The ability to delete supporting documents from accounting transactions is generally disabled in the Town's Infor Cloudsuite ERP. It is common in ERP accounting systems used by governmental entities such as small local governments that documents are stored in paper copies rather than fully digitized. The Town of Apex has been using electronic storage methods for all expenditures since at least 2023, and while some record retention for financial documents was impacted by the 2024 cybersecurity incident, the Finance Department generally believes that it would be able to document nearly all expenditures from the Town.

8. The Office of State Auditor found at least one municipality did not comply with the requirements of the North Carolina Unclaimed Property Act.

The Town of Apex's compliance with the Unclaimed Property Act has been evaluated as a part of its annual financial statement audit and it has not been found to be not in compliance. The Town evaluates escheats checks and transmits them annually. It should be noted that for governments, the unclaimed property act uses a significantly more aggressive schedule than for other entities such as the private sector. In situations where accounting staffing is limited and staff lack familiarity with specific governmental requirements; it is easy to imagine that these kinds of noncompliance could occur.

9. The Office of State Auditor found at least one municipality that lacked adequate invoice-entry controls or effective accounts payable reconciliation, resulting in invalid and duplicate payments.

Both of Apex's recent ERP accounting systems have included features that prevent the issuance of duplicate invoice numbers or payment numbers (check numbers) to the same vendor in the system's files. This is a relatively common feature in general accounting systems but is often not present in the kinds of systems used by smaller governmental entities.

10. The Office of State Auditor found that the Town's bank accounts were tied to employee's personal bank accounts.

The Town of Apex processes disbursements only from a designated disbursement bank account, which was established for that express purpose.

Exhibit 5

TOWN OF APEX, NORTH CAROLINA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2026

	Final	Actual Amounts	Variance	Prior
Revenues:				
Ad valorem taxes	$ 56,711,800	$ 55,647,130	$ 1,064,670	$ 54,042,895
Other taxes and licenses	23,416,000	25,043,843	(1,627,843)	23,644,858
Unrestricted intergovernmental	4,500,000	5,670,182	(1,170,182)	5,272,308
Restricted intergovernmental	5,500,700	5,379,862	120,838	5,410,382
Permits and fees	3,355,000	3,609,160	(254,160)	4,053,186
Sales and services	9,459,100	11,233,476	(1,774,376)	8,356,875
Miscellaneous	1,000,000	1,070,219	(70,219)	1,401,570
Investment earnings	3,150,000	2,937,789	212,211	3,425,966
Total revenues	$ 107,092,600	$ 110,591,661	$ (3,499,061)	$ 105,608,040
Expenditures:				
General government	$ 29,565,095	$ 25,292,330	$ 4,272,765	$ 22,633,144
Public safety	47,823,783	44,119,872	3,703,911	40,241,218
Public works	17,693,591	13,667,801	4,025,790	11,552,684
Environmental services	8,356,645	7,817,627	539,018	7,284,468
Cultural and recreational	15,330,645	13,809,262	1,521,383	11,508,449
Total expenditures	$ 118,769,759	$ 104,706,892	$ 14,062,867	$ 93,219,963
Revenues over (under) expenditures	$ (11,677,159)	$ 5,884,769	$ 10,563,806	$ 12,388,077
Other financing sources (uses):				
Transfers in	$ -	$ 467,536	$ (467,536)	
Contingency	$ 100,000			
Installment purchasing agreements	3,000,000	-	3,000,000	1,890,000
Transfers out	(7,136,210)	(7,136,210)	-	(6,703,300)
Appropriated fund balance	14,172,382	-	-	-
Total other financing sources (uses)	$ 10,136,172	$ (6,668,674)	$ 2,532,464	$ (4,813,300)
Net change in fund balance	$ (1,540,987)	$ (783,905)	$ 13,096,270	$ 7,574,777
Fund balance - Beginning of year		59,184,867		
Fund balance - End of year		$ 58,400,962		

The accompanying notes are an integral part of these financial statements.

Exhibit 5

TOWN OF APEX, NORTH CAROLINA
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2026

The accompanying notes are of these financial statements.

Exhibit 7

TOWN OF APEX, NORTH CAROLINA
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

FOR THE YEAR ENDED JUNE 30, 2026

	Major Funds				
	Water and Sewer Fund	Electric Fund	Stormwater Fund	Total	Benefit Fund
Operating revenues:					
Charges for services	$ 30,731,109	$ 62,795,708	$ 3,058,887	$ 96,585,704	$ 11,434,753
Other operating revenues	510,208	7,441,514	111,552	8,063,274	-
Total operating revenues	$ 31,241,317	$ 70,237,222	$ 3,170,439	$ 104,648,978	$ 11,434,753
Operating expenses:					
Water and sewer operations	$ 14,558,471			$ 14,558,471	$ -
Electric operations		15,363,414		$ 15,363,414	-
Purchase for resale	6,066,691	41,364,747		$ 47,431,438	-
Stormwater management			2,871,048	$ 2,871,048	-
Capital outlay	1,564,470.00	5,681,094	32,803	$ 7,278,367	
Health and dental claims	-	-	-	$ -	9,718,953
Health and dental administrative fees	-	-	-	$ -	1,203,757
Total operating expenses	$ 22,189,632	$ 62,409,255	$ 2,903,851	$ 87,502,737	$ 10,922,711
				$ -	
Operating income (loss)	$ 9,051,685	$ 7,827,967	$ 266,588	$ 17,146,241	$ 512,042
				$ -	
Nonoperating revenues (expenses):				$ -	
Investment earnings	$ 662,619	$ 461,745	$ 169,065	$ 1,293,429	$ -
Debt proceeds				-	-
Miscellaneous	1,963,550	95,540		2,059,090	-
Other	543,983			543,983	-
Total nonoperating revenues (expenses)	$ 3,170,152	$ 557,285	$ 169,065	$ 3,896,502	$ -
Income before transfers and capital contributions	$ 12,221,837	$ 8,385,252	$ 435,653	$ 21,042,743	$ 512,042
Transfers from other funds				-	$ 959,500
Transfers to other funds	(6,149,400)	(2,698,700)		(8,848,100)	-
Total transfers and capital contributions	$ (6,149,400)	$ (2,698,700)	$ -	$ (8,848,100)	$ 959,500
Change in net position	$ 6,072,437	$ 5,686,552	$ 435,653	$ 12,194,643	$ 1,471,542
Operating net position, beginning	$ 23,714,908	$ 18,364,833	$ 3,768,860	$ 45,848,601	$ (1,237,264)
Operating net position, ending	$ 29,787,345	$ 24,051,385	$ 4,204,513	$ 58,043,243	$ 234,278



October 15, 2026

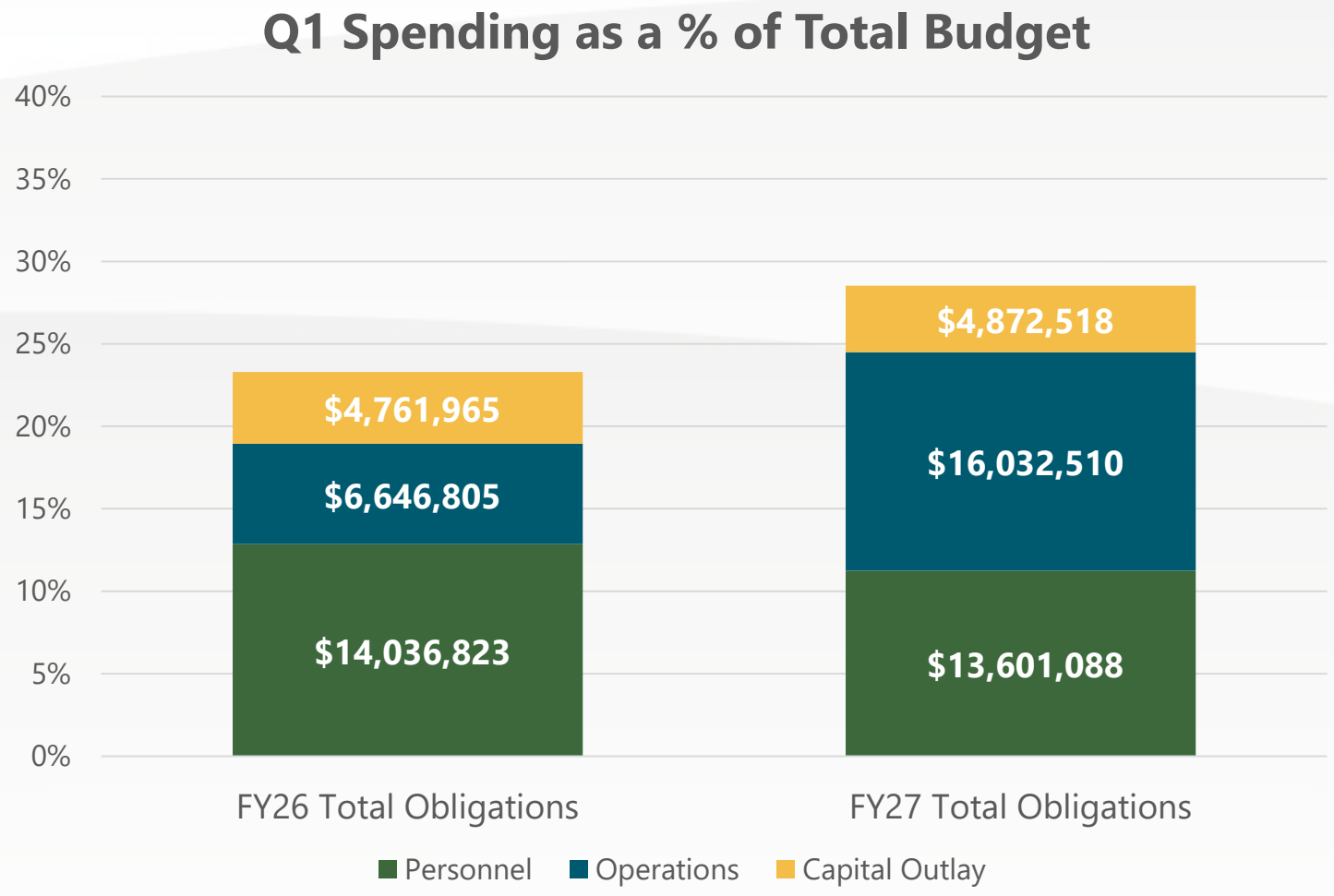
Governance, Fiscal Stewardship, and Internal Support Committee Meeting

APEX NORTH CAROLINA

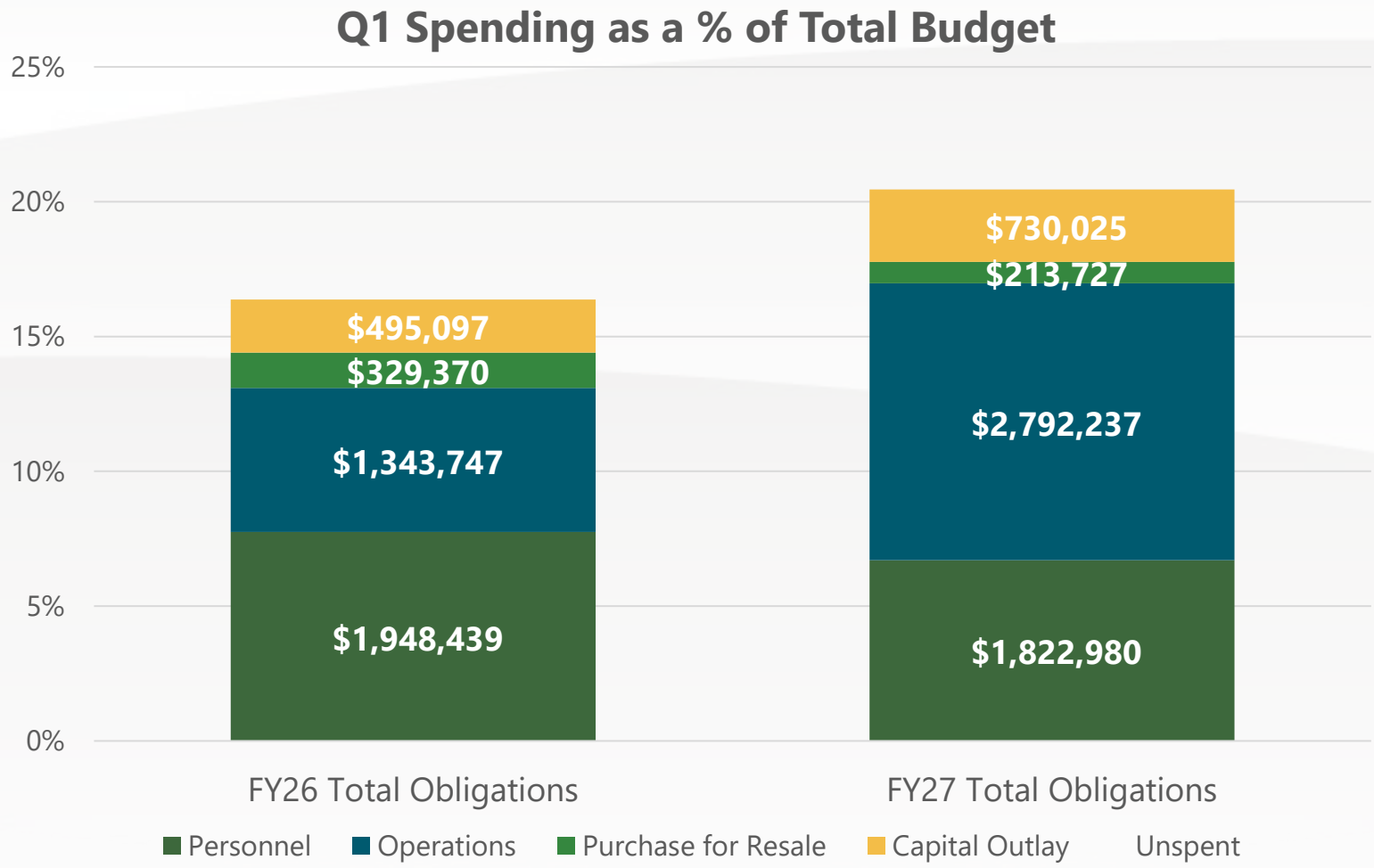
AGENDA

- Q1 YTD
- Revenue Trends
- Amendments YTD
- Budget Calendar Review

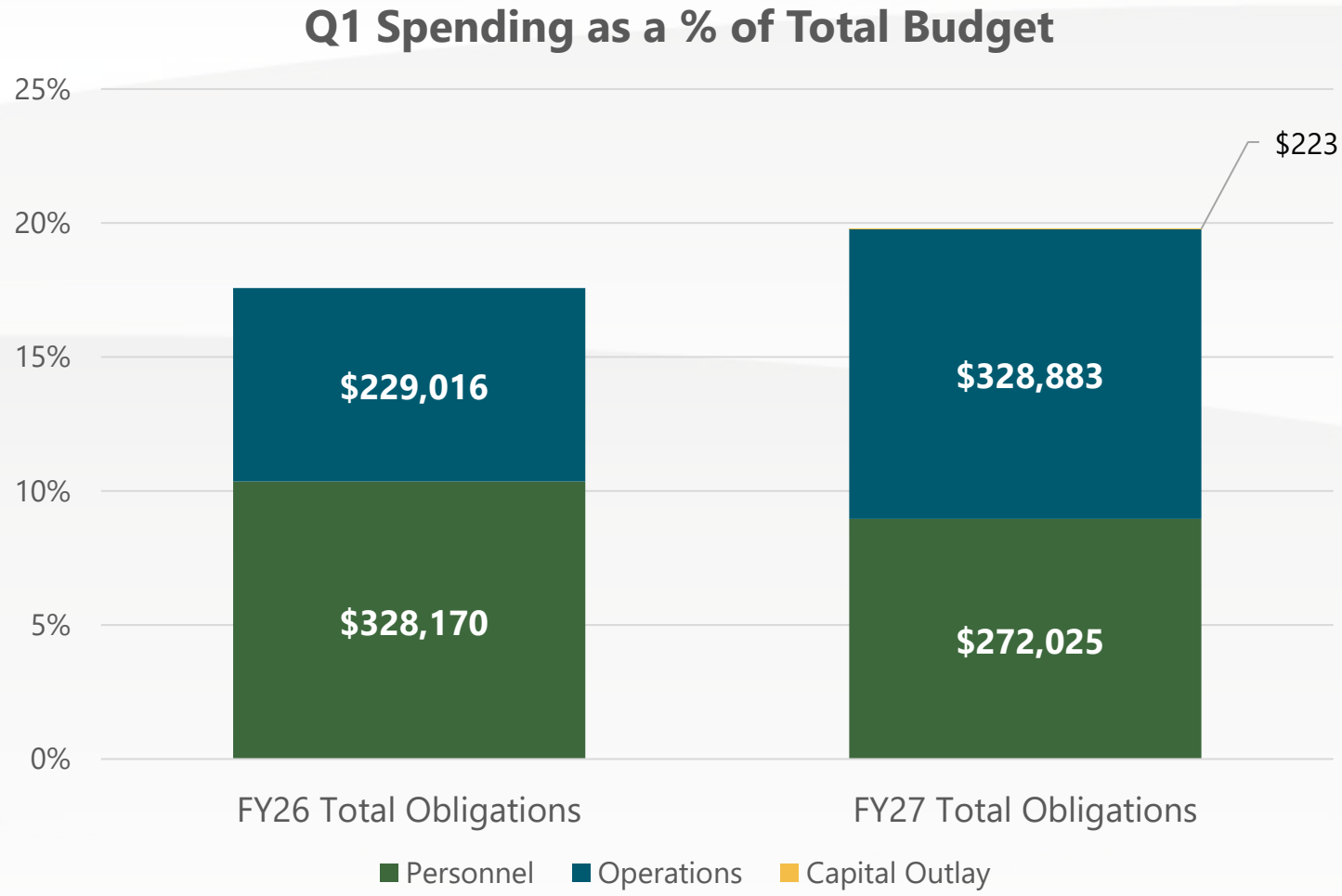
Q1 – General Fund Expenditures



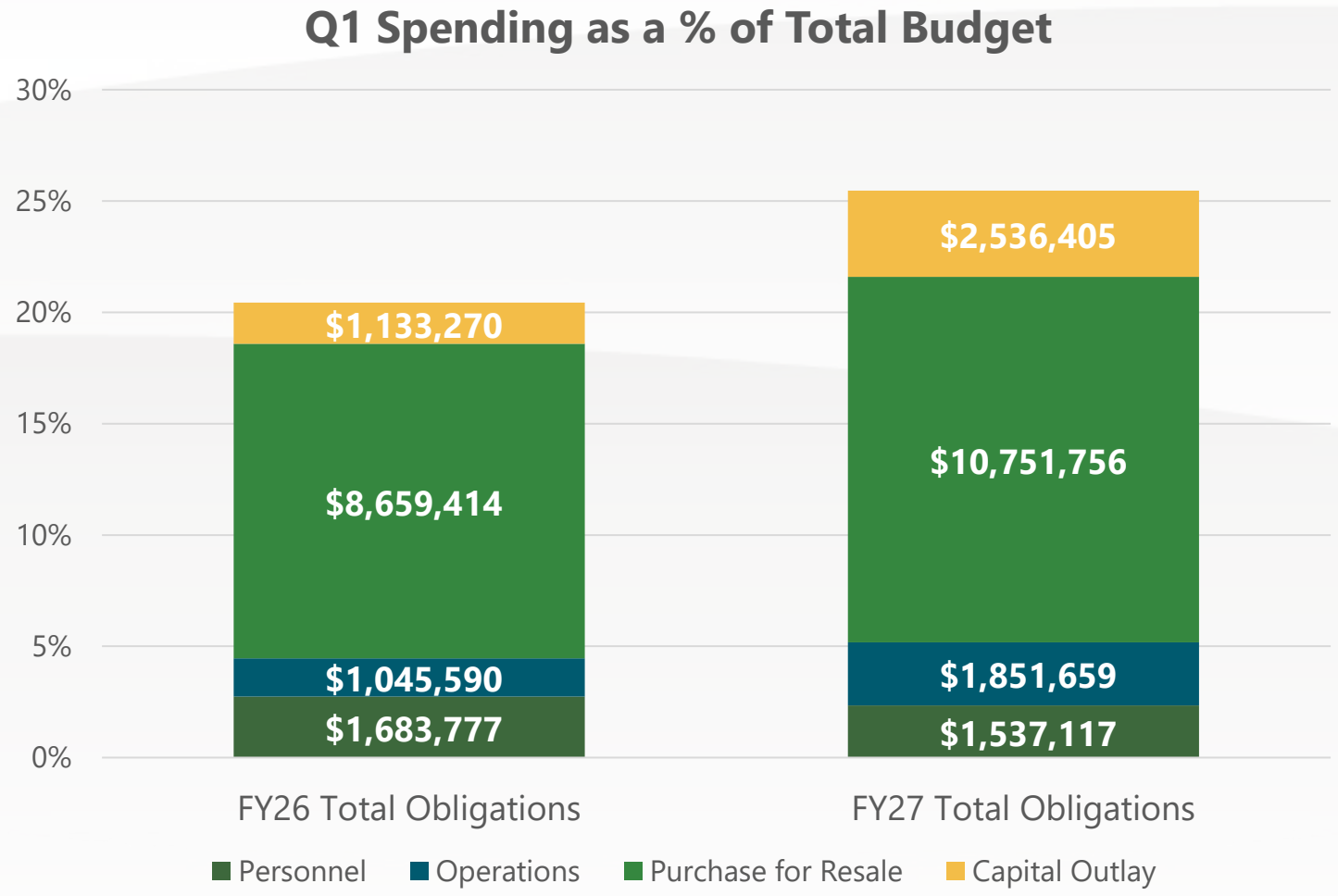
Q1 – Water Sewer Fund Expenditures



Q1 – Stormwater Fund Expenditures



Q1 – Electric Fund Expenditures



Revenue Trends

- Sales Tax
  - FY26 total – $24.6M
    - 7.1% increase YOY
    - First half of year had strongest growth
  - SNAP Impacts
    - FY26 as an example - ~$787K
      - Cuts YOY growth from 7.1% to 2.7%
- Property Taxes
  - Preparing for reevaluation for FY28 budget
  - Detailed info available in Jan 2027

Amendments YTD

BOA-01

Approved August 11th, 2026

$50,000 | Police Management Training Program

- Federal Equitable Sharing Funds

$100,000 | Mobility Solutions Study

- $65k from Wake County Grants; $35k from Fund Balance

$300,000 | Apex Mobility Hub Phase 1

- Wake County Grants

BOA-02

Approved August 11th, 2026

$170,000 | Fire Station No. 1 Market Analysis & Feasibility Study

- Fund Balance

Upcoming Amendments

General Fund

$185,000 | Local Law Enforcement Bonus Program

- NC State Bureau of Investigation Funds

$250,000 | Utility Customer Assistance Program

- Fund Balance

FY 28 Budget Calendar Overview

October

October 8th
Town Council Strategic Plan Work Session

October 15th
Departments' Preliminary Capital Improvement Plan (CIP) Requests Due

October 31st
Staffing Projections Due

November

November 6th
Draft CIP Completed and Reviewed with Assistant Managers

November 11th - 25th
Staff Committee Scoring and Evaluation of CIP Projects

December

December 4th
Town Manager Evaluation of CIP Projects

New Line-item Additions

December 15th
Capital Improvement Plan Work Session

December 31st
New Position Requests Due

FY 28 Budget Calendar Overview

January

January 4th - 28th
Internal Position Validation

Portfolio Personnel Meetings

January 4th
Preliminary Budget Requests Distributed

Capital Improvement Plan to Council for Project Evaluation & Ranking

January 29th
Recommend Positions for Classification

January 12th
Pre-Budget Public Hearing

February

February 3rd
All New Budget Requests Due in System

February 4th
Elected Official Compensation/ Benefits Requests Due

February 8th - 19th
Preliminary Department Budget Meetings with Budget Staff & Administration

February 10th - 12th
Annual Retreat- Council Review CIP & Prioritization of Projects for FY27-28

February 28th
Proposed Rate and Fee Changes Due & Baseline Payroll Proje pleted

March

March 1st
Departmental Requests Completed & Returned

March 8th - 19th
Directors Retreat Pre-work Materials Released

Budget Preview at Directors Meeting

Directors Budget Development Retreat Pt. 1 & 2

March 22nd - 31st
Year End Projections & Adjustments Completed

Preliminary Revenue Projections Completed

Portfolio Budget Meetings

FY 28 Budget Calendar Overview

April

April 15th
Town Manager's Budget Presentation & Budget Distributed to Town Council

April 20th
Governance, Fiscal Stewardship, & Internal Support Committee Meeting (Personnel, Policies, Budget)

April 22nd
Governance, Fiscal Stewardship, & Internal Support Committee Meeting (Budget)

April 27th
Budget Public Hearing

May

May 6th
Town Council Budget Workshop

May 11th
Budget Public Hearing

May 25th
Public Hearing on Proposed Budget
Budget Adoption *(Potential)*

May 27th *(If Needed)*
Town Council Budget Workshop

June

June 8th
Budget Ordinance/CIP Adopted

Questions?



From a Governance and Fiscal Stewardship perspective, the State budget contains several provisions with direct local-government implications. The most immediate are new reporting requirements for economic-development expenditures, changes to public contracting requirements, a new State building-code fee that municipalities must collect and remit beginning January 1, and greater flexibility for water and sewer construction bidding and investment of idle funds. The legislation also changes the governance structures overseeing local-government debt and retirement systems and creates new fiscal considerations for certain regional transportation decisions. Staff will continue reviewing these changes to determine where Town policies, financial controls, procurement procedures, fee schedules, or administrative processes need to be updated.

Town of Apex

Governance, Fiscal Stewardship, and Internal Support Council Committee

Schedule Fiscal Year 2026 – 2027

PROPOSED OCTOBER 15, 2026

- Thursday, December 10, 2026 – 5:00 p.m.
- Thursday, January 21, 2027 – 5:00 p.m.
- Thursday, March 18, 2027 – 5:00 p.m.
- Tuesday, April 20, 2027 – 5:00 p.m. – Budget Development
- Thursday, April 22, 2027 – 5:00 p.m. – Budget Development
- Thursday, June 03, 2027 – 5:00 p.m.

All meetings will be held at Apex Town Hall located at 73 Hunter Street Apex, North Carolina.

Questions should be directed to the Office of the Town Clerk by email at allen.coleman@apexnc.org or by telephone at 919-249-1260.

DRAFT

TOWN OF APEX
NORTH CAROLINA

Proclamation

American Indian Heritage Month 2026

from the Office of the Mayor

WHEREAS, The Town acknowledges that the home we now know as Apex was originally home to Tribes of American Indians, who were forcibly removed hundreds of years ago through horrible acts of oppression; and,

WHEREAS, The Town of Apex is tremendously fortunate to be home to a vibrant community of American Indians who have contributed to the Town in so many ways, and are incredibly gracious in sharing their culture with us; and,

WHEREAS, North Carolina is home to eight state-recognized tribes, including the Coharie, Eastern Band of Cherokee, Haliwa-Saponi, Lumbee, Meherrin, Occaneechi Band of the Saponi Nation, Sappony, and the Waccamaw Siouan; and,

WHEREAS, North Carolina is also home to four Urban Indian organizations that hold memberships with the North Carolina Commission of Indian Affairs, including the Cumberland County Association for Indian Peoples, Guilford Native American Association, Metrolina Native American Association and the Triangle Native American Society; and,

WHEREAS, The Town of Apex is committed to celebrating and honoring American Indian Heritage, and is excited to host a "Native American Tasting Experience" on Thursday, November 19th, to enjoy and learn more about indigenous food.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the Month of November 2026, "American Indian Heritage Month" in the Town of Apex, and encourage residents to learn more about the history and traditions of the land we reside on and the people who first called it home.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 27th day of October, 2026

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: October 27, 2026

Item Details

Presenter(s): Jacques K. Gilbert, Mayor
Arno Zegerman, Councilmember

Department(s): Governing Body

Requested Motion

Consider recognizing Apex High School seniors Jermiah Joseph, Ashton Tran, and Sanjay Ambati for their innovation, academic achievement, and work in developing the AETHER-12 CubeSat prototype through Ecotek Lab.

Approval Recommended?

N/A

Item Details

Apex High School seniors Jeremiah Joseph, Ashton Tran, and Sanjay Ambati, working as members of the Ecotek Lab core group, developed AETHER-12, a 12U CubeSat prototype designed to improve the durability and operational lifespan of small spacecraft operating in low Earth orbit.

The AETHER-12 prototype incorporates a high-temperature, lightweight titanium composite structure and is designed to be solar powered, resistant to solar flare exposure, and adaptable for a variety of research applications. The team estimates the prototype could achieve an operational lifespan of approximately 12 years. The spacecraft is also designed to support sensors capable of monitoring space weather and detecting elements within the exosphere.

As part of the project, the students also developed an artificial intelligence-powered operational console that allows engineers to monitor spacecraft systems, examine structural components, and simulate launch and flight-path conditions under varying environmental scenarios. Jeremiah Joseph serves as team lead and oversees project coordination and mission direction. Ashton Tran serves as lead technical engineer and is responsible for the spacecraft's mechanical design, structural and thermal analysis, and electrical power-system integration. Sanjay Ambati leads development and testing of the AETHER-12 operational systems.

AETHER-12 is the team's second major collaborative research project through Ecotek Lab. Their earlier work included assisting students in Ecotek Lab's Detroit program with the development of a thermal cooling system for high-performance semiconductor chips used in artificial intelligence data centers.

The students are expected to continue refining the AETHER-12 project throughout the school year through engagement with NASA engineers, university aerospace research programs, competitions, and conferences focused on aerospace innovation and the growing space economy.

The Mayor and Town Council will recognize Jeremiah, Ashton, and Sanjay for their accomplishments and for representing the Apex community through innovation, collaboration, and excellence in STEM research.

Attachments

- PR2-A1: Proclamation – Recognizing the Apex High School AETHER-12 Student Research Team

"The Peak of Good Living"

TOWN OF APEX
NORTH CAROLINA

Proclamation

Recognizing the Apex High School AETHER-12 Student Research Team

from the Office of the Mayor

WHEREAS, Apex High School seniors Jeremiah Joseph, Ashton Tran, and Sanjay Ambati, working through Ecotek Lab, have demonstrated exceptional initiative, creativity, and dedication in the fields of science, technology, engineering, and mathematics through the development of AETHER-12, a 12U CubeSat prototype designed for operation in low Earth orbit; and,

WHEREAS, The AETHER-12 project was developed to address challenges faced by small spacecraft, including radiation exposure, thermal cycling, limited power availability, and component degradation, while incorporating innovative features intended to improve spacecraft durability, adaptability, and operational lifespan; and,

WHEREAS, Jeremiah Joseph, serving as team lead, Ashton Tran, serving as lead technical engineer, and Sanjay Ambati, overseeing operational systems development and testing, have each contributed specialized knowledge and collaborative leadership to the design, engineering, and advancement of the AETHER-12 project; and,

WHEREAS, The students have distinguished themselves through continued independent research and hands-on innovation, building upon previous work involving thermal cooling systems for high-performance semiconductor technology and expanding their experience through engagement with engineers, research institutions, competitions, and opportunities within the aerospace industry; and,

WHEREAS, The accomplishments of Jeremiah, Ashton, and Sanjay reflect the value of curiosity, perseverance, collaboration, and academic excellence, while bringing distinction to Apex High School and serving as an inspiration to other young people throughout the Apex community who aspire to pursue careers in STEM fields.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, on behalf of the Apex Town Council, do hereby recognize and congratulate

JEREMIAH JOSEPH, ASHTON TRAN, AND SANJAY AMBATI
THE AETHER-12 STUDENT RESEARCH TEAM

for their outstanding achievement, innovation, and commitment to advancing STEM research, and extend the Town's best wishes as they continue to develop the AETHER-12 project and pursue future opportunities in science, engineering, and aerospace innovation..

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 16th day of October, 2026

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: October 27, 2026

Item Details

Presenter(s): Amir Nezarati, Engineering Manager
Steve Lander, P.E., Owner, Pavement Navigators (Contractor)

Department(s): Transportation and Infrastructure Development

Requested Motion

Receive as information the presentation on the Town of Apex's 2026 Pavement Condition Survey, including survey findings, roadway conditions, and recommendations for future pavement maintenance and preservation.

Approval Recommended?

No

Item Details

Pavement Navigators will present the findings of the Town's 2026 Pavement Condition Survey, completed in June 2026, evaluating approximately 268 miles of Town-maintained streets. The survey assessed pavement conditions, identified maintenance needs, and provided recommendations for long-term pavement management and preservation strategies.

The survey identified an overall Pavement Condition Index (PCI) of 86, indicating that the Town's roadway network is in good condition. Approximately 82.4% of streets were rated good or very good, 11% fair, and 6.6% poor or very poor. The estimated current pavement maintenance backlog is approximately $14 million.

The presentation will also review a preliminary three-year pavement maintenance plan, recommended treatment strategies, lifecycle modeling, projected pavement conditions under current funding levels, and considerations for maintaining the Town's roadway infrastructure.

Attachments

- PR4-A1: PowerPoint Presentation - Town Asphalt Pavement Condition and Management Plan Update

Town of Apex, NC
2026 Pavement Condition Survey
Council Presentation

October 27, 2026

Pavement Navigators

- Est – October 2025
- Services Provided
  - Pavement Condition Surveys
  - Lifecycle Modeling
  - Construction Documents
  - Construction Inspection
  - PCS Training







PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

PAVEMENT MANAGEMENT BLUEPRINT

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS



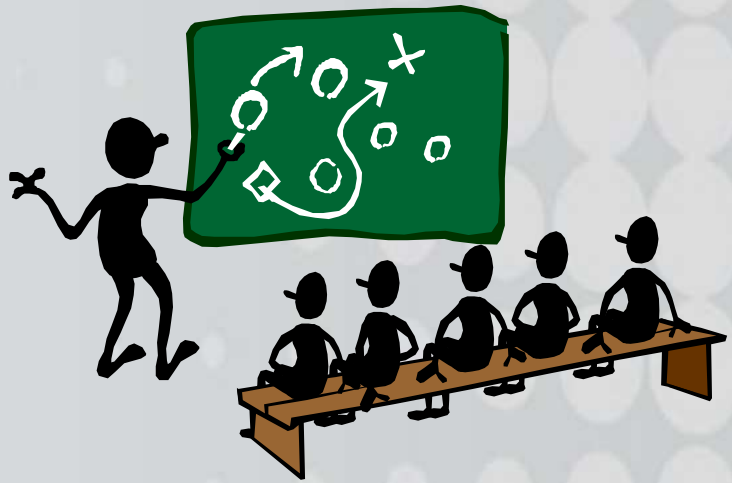
PAVEMENT MANAGEMENT BLUEPRINT

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS



Planning

- Vision/Goals
- Level of Service (LOS)
- Funding
- Broadening the Maintenance Toolbox
- Outcomes



PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Level of Service

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26



VERY GOOD

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Level of Service

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26



GOOD

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Level of Service

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26



FAIR

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Level of Service

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26



POOR

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Level of Service

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26



VERY POOR

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

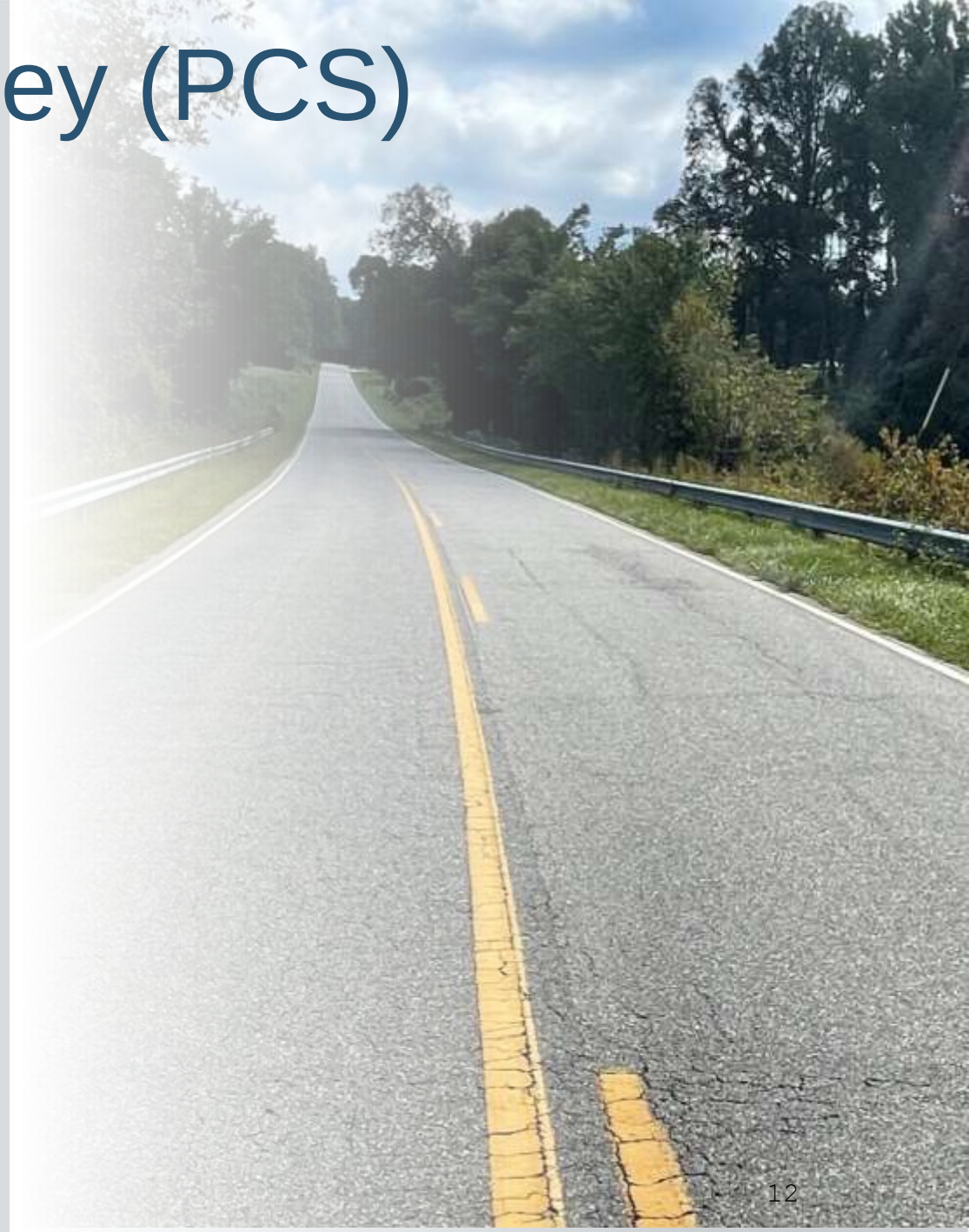
PAVEMENT MANAGEMENT BLUEPRINT

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS



Pavement Condition Survey (PCS)

- Pavement Condition Survey (PCS)
  - FHWA: Frequency: 2-3 years
  - Unbiased Perspective
- Lifecycle Modeling
  - Predictive Modeling
  - Optimized Work Plans
- Report



PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

PCS Methodology

- Town maintains 268 miles of streets
- Completed the PCS in June 2026
- Seven common pavement surface distresses observed (LTPP)
- Severity and Extent for all distresses
    1. Fatigue Cracking (FC)
    2. Transverse Cracking (TC)
    3. Block Cracking (BC)
    4. Patching/Potholes (PP)
    5. Surface Defects (SD)
    6. Rutting/Roughness (RR)
    7. Reflective Cracking (RC)



PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Findings

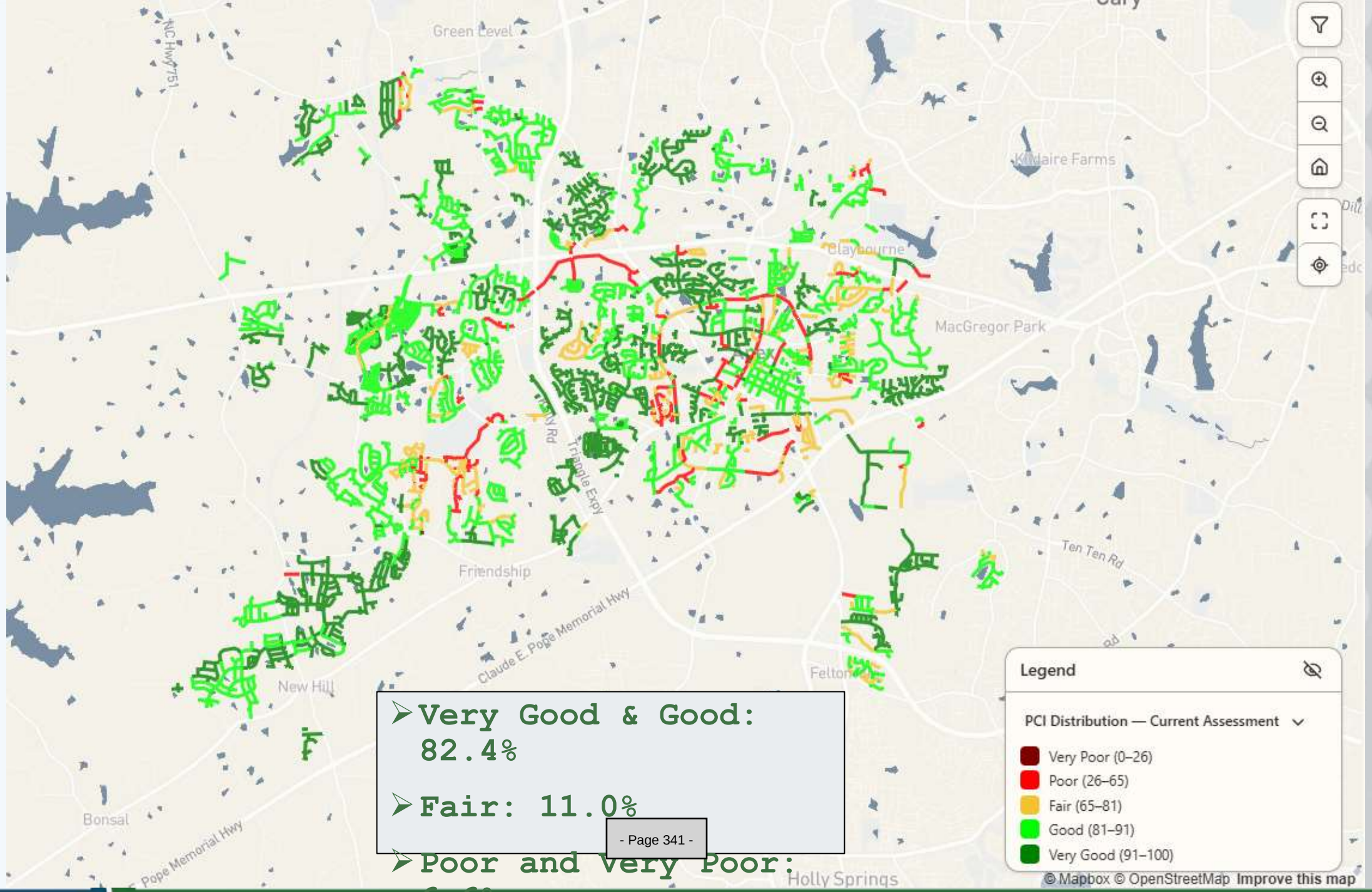
- **PCI = 86**
  - Other Municipalities
- **Network Condition – "G**

PCI Condition State	
VERY GOOD	91 - 100
GOOD	81 - 91
FAIR	65 - 81
POOR	26 - 65
VERY POOR	0 - 26

- **Current Backlog = $14M**

Municipality	Centerline Miles	PCI
Apex	268	86
Fuquay-Varina	184	85
Morrisville	58	82
Holly Springs	170	80
Garner	116	77
Randleman	23	73
Kernersville	101	69
High Point	458	66
Monroe	173	65
Lexington	123	65
Greensboro	1,065	60
Newton	78	59

PAVEMENT NAVIGATORS CONSULTING ENGINEERS



- Very Good & Good: 82.4%
- Fair: 11.0%
- Poor and Very Poor: 6.6%

Town Assets

- Town Streets – 3,773,500 SY
- Reconstruction Unit Cost – $60.00/SY
- Roadway Assets – $226M

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

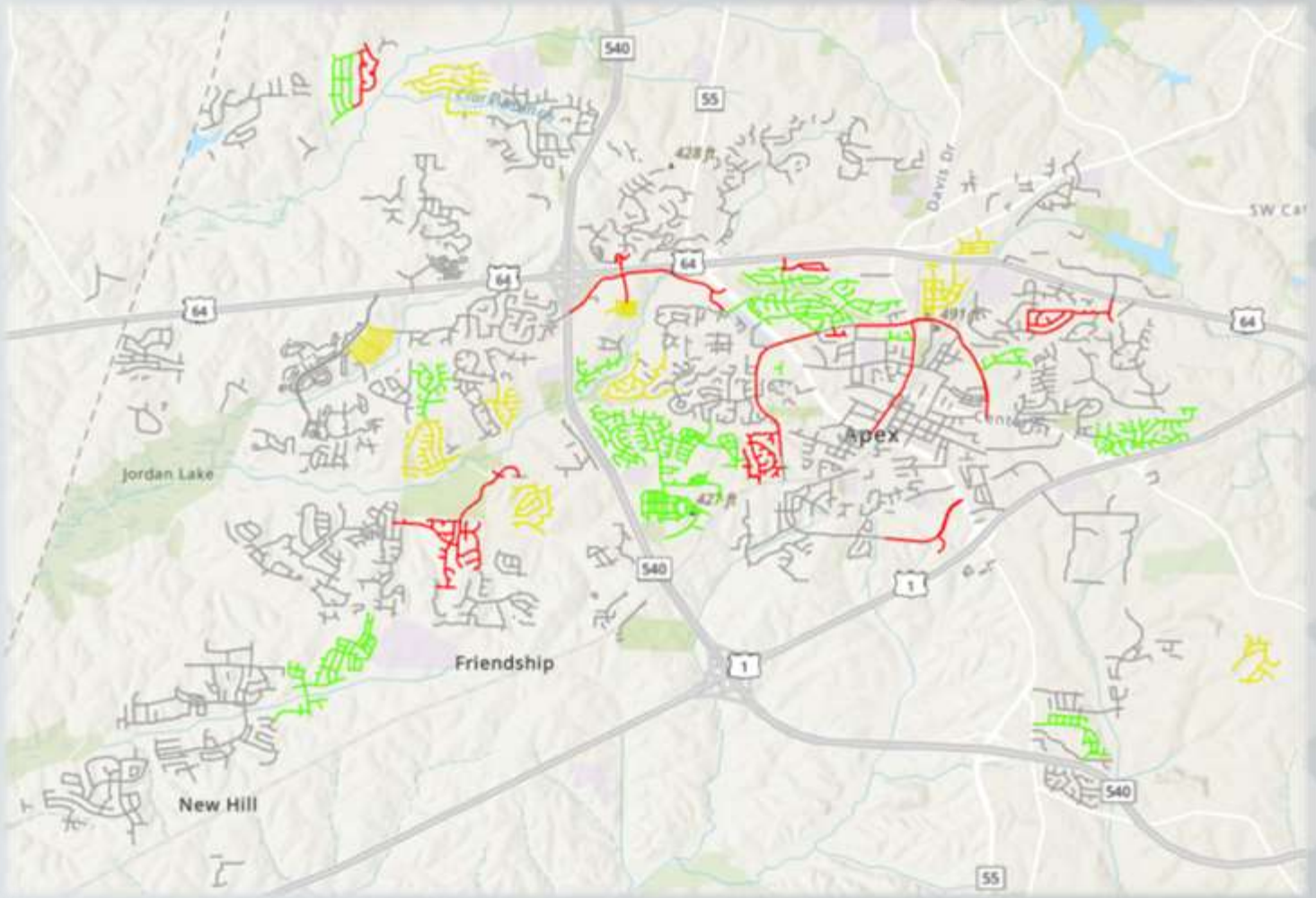
PAVEMENT MANAGEMENT BLUEPRINT

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

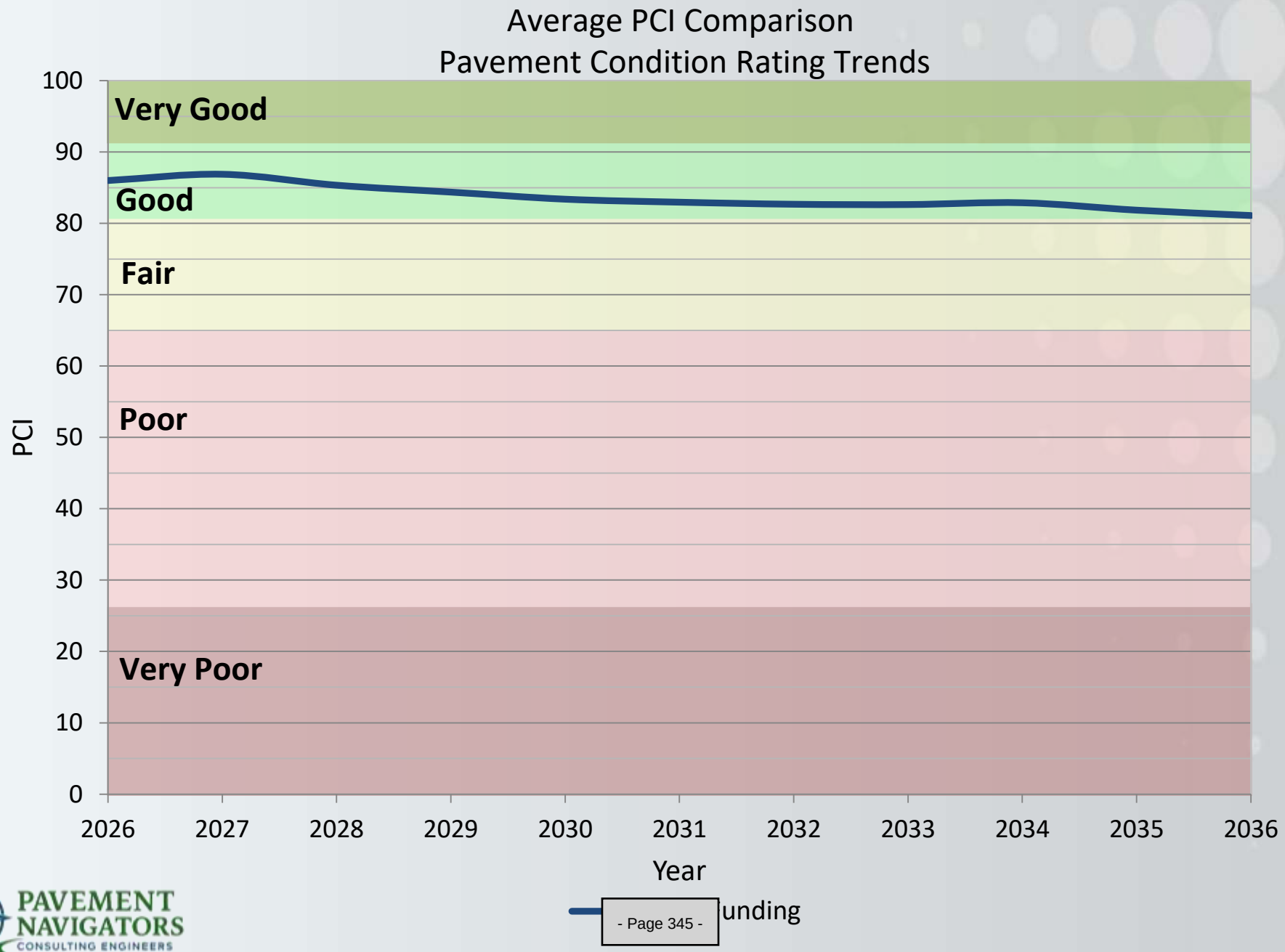


3-Year Plan

- Preliminary Plan
- Grouping by Subdivision
- Treatments (Mile Ratio)
  - Rejuvenators (2) - Green
  - Micro Surfacing (1) - Yellow
  - Rehabilitation (1) – Red
- Matches Strategic



PAVEMENT NAVIGATORS
CONSULTING ENGINEERS



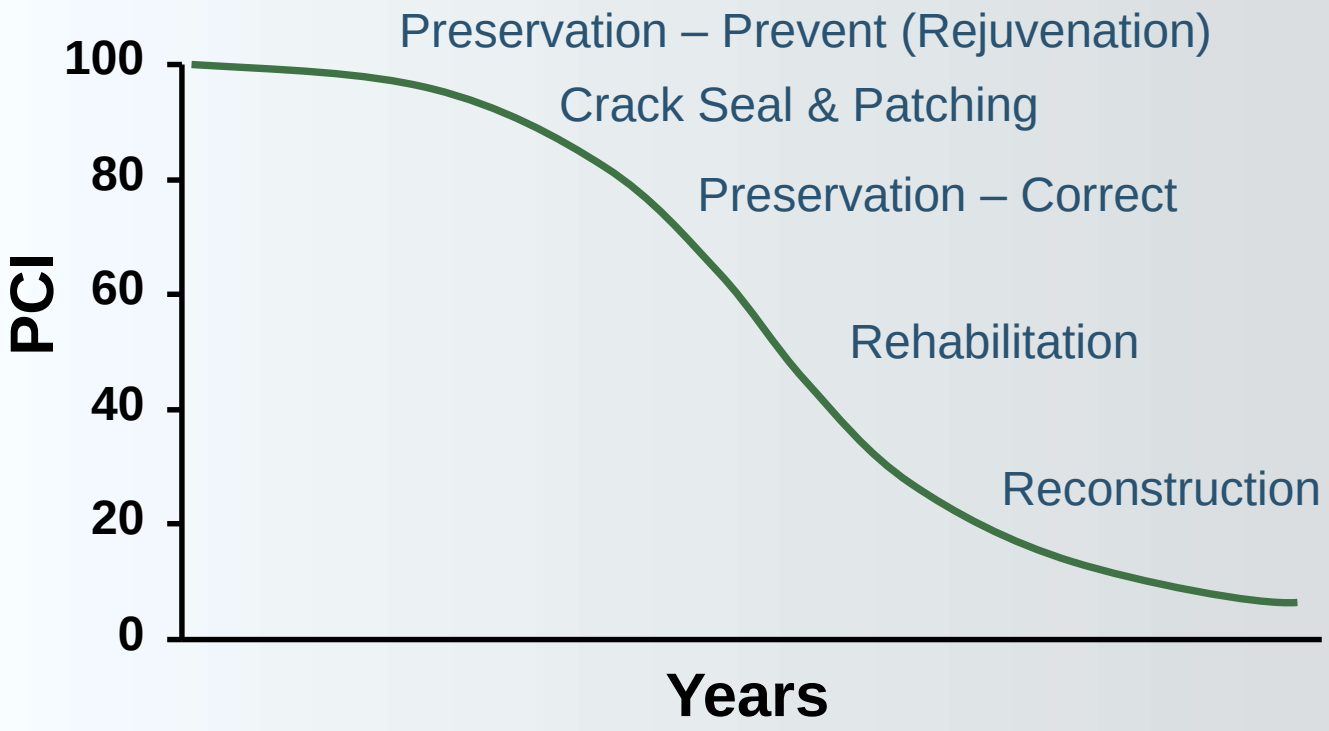
PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

PAVEMENT MANAGEMENT BLUEPRINT

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS



Repair Activity Selection



PCI Range	Recommended Repair Activity
82 to 100	Preservation - Prevent, Crack Sealing, or Patching
65 to 82	Preservation - Correct
26 to 65	Rehabilitation
0 to 26	Reconstruction

PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Rejuvenators



Micro Surfacing



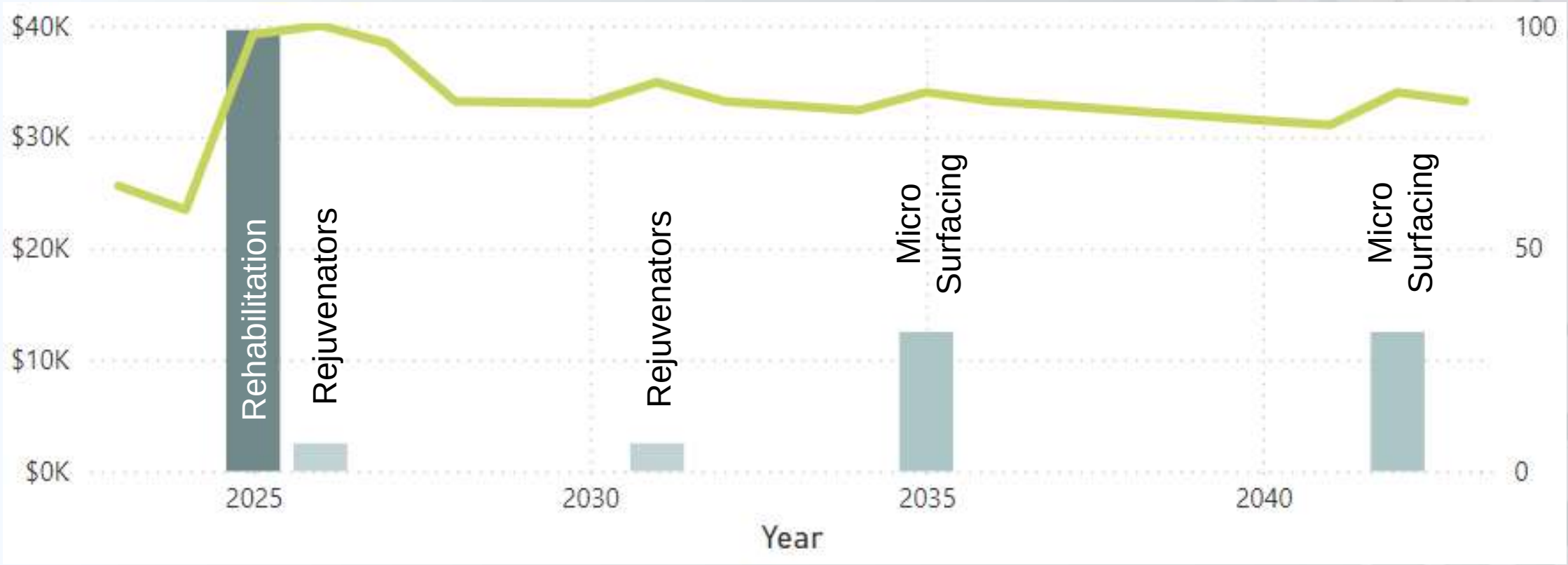
Rehabilitation



Reconstruction (FDR)



Maintenance Toolbox



PAVEMENT NAVIGATORS
CONSULTING ENGINEERS

Conclusion

- Town Vision/Goals
- Strategic Approach
  - Regular PCSs (FHWA – 2-3 Years)
  - LCM
- Continued Funding
  - Increase as Network Increase
- Sustainable Maintenance Program
  - Rejuvenators
  - Micro Surfacing
  - Rehabilitation
- Maintain Level of Service



Steve Lander, PE
slander@pavementnavigators.com
(336) 215-5521

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 27, 2026

Item Details

Presenter(s): Thomas Rayle, Planner II

Department(s): Planning

Requested Motion

Conduct a Public Hearing and consider a possible motion to adopt an annexation ordinance on the Question of Annexation - Apex Town Council's intent to annex 8.93 +/- acres, located at 1409 Goodwin Road (PIN No. 0722-27-6466), Annexation No. 836, into the Town Corporate limits. **This item will be heard with PH2 – Rezoning Case No. 26CZ08. There will be a joint public hearing on both items together.**

Approval Recommended?

Yes

Item Details

The annexation petition has been certified, and a public hearing notice has been posted.

This annexation is associated with Rezoning Case No. 26CZ08 submitted July 01, 2026. The associated rezoning seeks to rezone this parcel from R-80W to RR-CZ. The application can be found (HERE).

Attachments

- PH1-A1: Annexation Ordinance - Satellite Annexation No. 836 - 1409 Goodwin Road - 8.93 acres
- PH1-A2: Legal Description – Satellite Annexation No. 836 - 1409 Goodwin Road - 8.93 acres
- PH1-A3: Aerial Map – Satellite Annexation No. 836 - 1409 Goodwin Road - 8.93 acres
- PH1-A4: Plat Map – Satellite Annexation No. 836 - 1409 Goodwin Road - 8.93 acres
- PH1-A5: Annexation Petition – Satellite Annexation No. 836 - 1409 Goodwin Road - 8.93 acres
- PH1-A6: Public Notice – Satellite Annexation No. 836 – 1409 Goodwin Road – 8.93 acres

TOWN OF APEX, NORTH CAROLINA
Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2026-_____
SATELLITE ANNEXATION PETITION NO. 836
1409 GOODWIN ROAD – 8.93 ACRES

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on October 27, 2026, after due notice by posting to the Town of Apex website, http://www.apexnc.org/news/public-notices-legal-ads; and

WHEREAS, the Apex Town Council finds that the area described therein meets the standards of G.S.§160A-58.1(b), to wit:

a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town;

b) No point on the proposed satellite corporate limits is closer to another municipality than to the Town;

c) The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

d) No subdivision, as defined in G.S. 160D-102, will be fragmented by this proposed annexation;

WHEREAS, the Apex Town Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Apex Town Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S.§160A-58.2, as amended, the non-contiguous territory described in the attached property description and also shown on the below identified survey plat entitled "SATELLITE ANNEXATION MAP" is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on October 27, 2026. The total area to be annexed is identified on the aforementioned plat map as "BHANA REAL ESTATE PIN NO. 0722-27-6466". The survey plat printed date is June 25, 2026, certified by the Land Surveyor on September 28, 2026, and recorded in Book of Maps book number 2026 and page number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 27th day of October, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

APPROVED AS TO FORM:

_____
Brian Meyer
Interim Town Attorney

Legal Description

ANNEXED AREA DESCRIPTION

LEGAL DESCRIPTION (PIN:0722276466 ANNEXATION):

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF GOODWIN ROAD LLC (PIN: 0722276466) AS DESCRIBED IN DEED BOOK 14676 AT PAGE 2397 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 ½" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,173.99' AND E: 2,022,315.45';

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY;

N14°59'50"E A DISTANCE OF 385.49 FEET TO A ½" IRON PIPE FOUND; THENCE,

N44°40'48"E A DISTANCE OF 627.61 FEET TO A ½" IRON REBAR FOUND; THENCE,

N44°20'20"E A DISTANCE OF 100.84 FEET TO A ½" IRON REBAR FOUND; THENCE,

N43°17'47"E A DISTANCE OF 38.44 FEET TO A ½" IRON PIPE FOUND; THENCE,

S47°06'51"E A DISTANCE OF 19.86 FEET TO A ½" IRON REBAR FOUND; THENCE,

N41°54'31"E A DISTANCE OF 102.96 FEET TO A ½" IRON REBAR FOUND; THENCE,

N49°24'51"W A DISTANCE OF 29.97 FEET TO A ½" IRON REBAR FOUND; THENCE,

N37°55'31"E A DISTANCE OF 203.13 FEET TO A ½" IRON PIPE FOUND; THENCE,

S02°30'07"E A DISTANCE OF 45.47 FEET TO A ¾" IRON REBAR FOUND;

THE FOLLOWING SIX (6) CALLS ARE TIE LINES BETWEEN MONUMENTS FOUND ALONG SPRING BRANCH, THE PROPERTY LINE IS THE CENTERLINE OF SPRING BRANCH PER BOOK OF MAPS 2014 PAGE 1252 AND DEED BOOK 14676 PAGE 2397 OF THE WAKE COUNTY REGISTER OF DEEDS.

(1) THENCE, S08°52'57"W A DISTANCE OF 129.34 FEET TO A 1" IRON PIPE FOUND;
(2) THENCE, S23°54'34"W A DISTANCE OF 228.46 FEET TO A ½" IRON REBAR FOUND;
(3) THENCE, S23°01'43"W A DISTANCE OF 255.95 FEET TO A ½" IRON REBAR FOUND;
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MONUMENT FOUND;
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THE DESCRIBED PARCEL CONTAINS 388,932 SQUARE FEET OR 8.93 ACRES, MORE OR LESS, BASED ON THE CENTERLINE OF SPRING BRANCH AS REFERENCED ABOVE.

****

ORDINANCE NO. 2026-_____
SATELLITE ANNEXATION PETITION NO. 836
1409 GOODWIN ROAD – 8.93 ACRES

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Satellite Annexation Ordinance No. 2026-_____, adopted at a meeting of the Town Council, on the 27th day of October, 2026, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 27th day of October, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(SEAL)

Bateman Civil Survey Company, PC
2524 Reliance Avenue
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

LEGAL DESCRIPTION (PIN:0722276466 ANNEXATION):

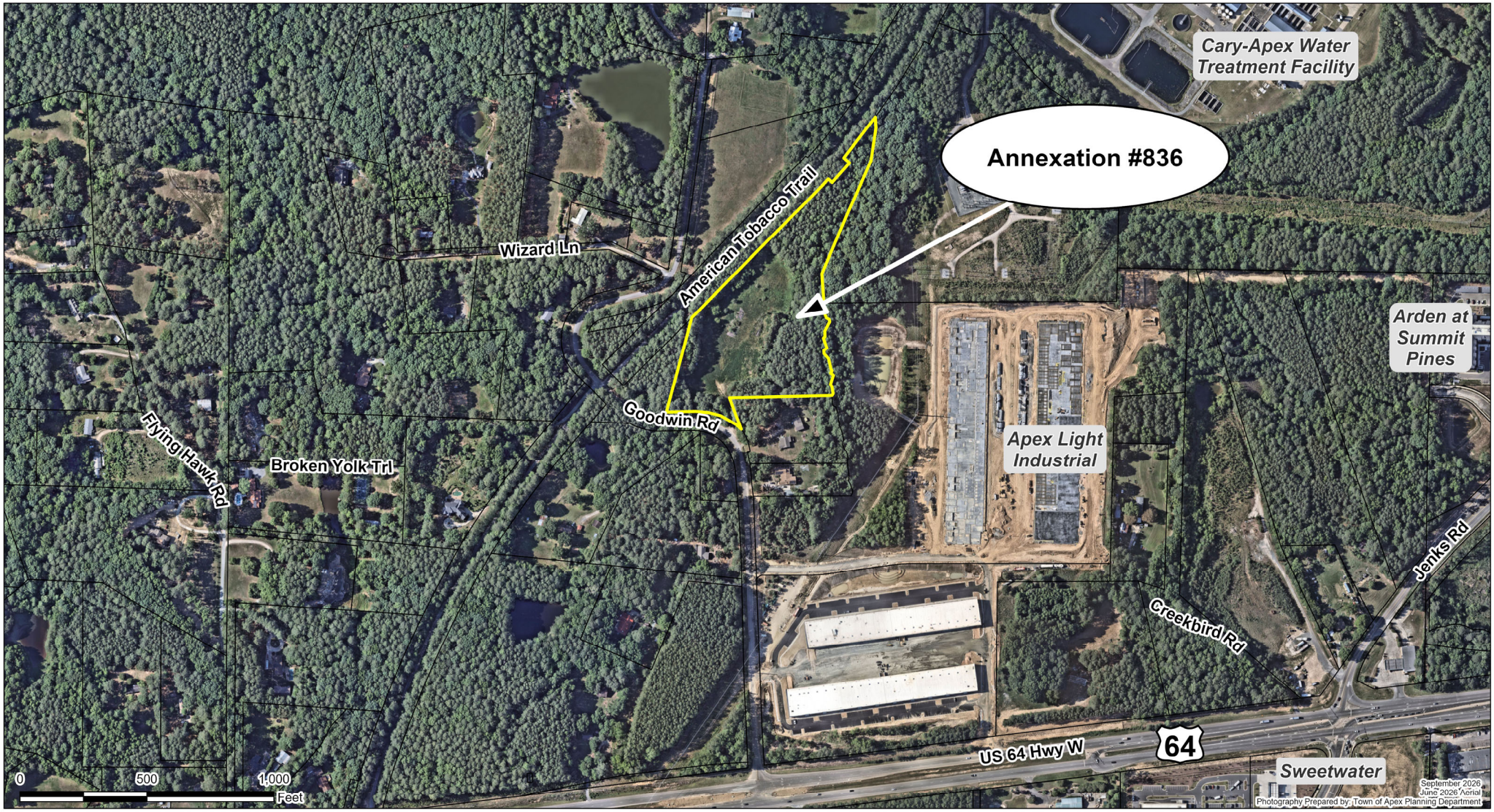
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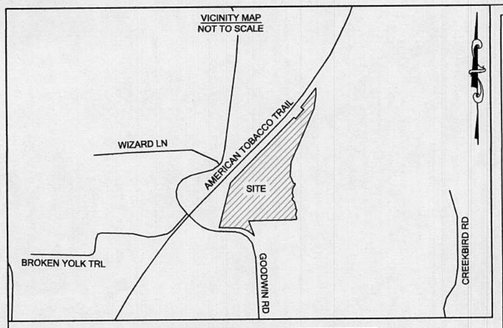
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Annexation #836
Cary-Apex Water Treatment Facility
Wizard Ln
American Tobacco Trail
Goodwin Rd
Flying Hawk Rd
Broken Yolk Trl
Apex Light Industrial
Arden at Summit Pines
Jenks Rd
Creekbird Rd
US 64 Hwy W
64
Sweetwater
0
500
1,000
Feet
September 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department



CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.07'
TYPE OF GPS FIELD PROCEDURE: NC REAL TIME NETWORK
DATES OF SURVEY: MARCH 2023
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.999899559
UNITS: US SURVEY FEET

LEGEND

- EXISTING BOUNDARY CORNER FOUND
- COMPUTED POINT
- CONCRETE MONUMENT FOUND
- RETRACED BOUNDARY LINE
- RETRACED CENTERLINE CREEK
- BOUNDARY LINE BY DEED
- PROPERTY TIE LINE
- R/W — RIGHT OF WAY LINE
- PAVEMENT
- GRAVEL
- TOWN OF APEX CORPORATE LIMITS (PER WAKE COUNTY GIS)
- ANNEXATION PARCEL

EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
POB	POINT OF BEGINNING
N/F	NOW OR FORMERLY
CC	CONTROL CORNER
(T)	TOTAL

CONTROL CORNER #1
1/2" EIP
N: 727,173.99'
E: 2,022,315.45'

CONTROL CORNER #2
1/2" EIP
N: 728,335.56'
E: 2,023,138.79'

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

NOTES
1. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY UNDER THE SUPERVISION OF JOSHUA R. DAVIDSON, PLS.
2. ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE AND ALL BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN.
3. PROPERTY LIES IN ZONE "X" PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #3720072200K, DATED 07/19/2022.
4. SITE ZONED "R-80W" FOR WAKE COUNTY PER WAKE COUNTY GIS.
5. AREAS COMPUTED BY COORDINATE METHOD.
6. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. THE SOLE PURPOSE OF THIS PLAT IS TO ANNEX THE PARCEL WITH PIN# 0722276466 INTO THE APEX CORPORATE LIMITS. NOT ALL BUILDINGS OR STRUCTURES ARE SHOWN.

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N44° 20' 20"E	100.84'
L2	N43° 17' 47"E	38.44'
L3	S47° 06' 51"E	19.86'
L4	N41° 54' 31"E	102.96'
L5	N49° 24' 51"W	29.97'
L6	S02° 30' 07"E	45.47'
L7	S08° 52' 57"W	129.34'
L8	S23° 54' 34"W	228.46'
L9	S23° 01' 43"W	255.95'
L10	S04° 48' 50"E	120.99'
L11	S06° 14' 41"E	208.27'
L12	S01° 46' 05"E	161.81'
L13	N49° 39' 28"W	31.97'
L14	N60° 33' 32"W	70.00'
L15	N74° 54' 32"W	48.00'
L16	N84° 34' 32"W	52.00'
L17	N89° 33' 29"E	16.49'

AS-SURVEYED LEGAL DESCRIPTION

PIN: 0722276466
REID: 0181243

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF GOODWIN ROAD LLC (PIN: 0722276466) AS DESCRIBED IN DEED BOOK 19510 AT PAGE 2167 OF THE WAKE COUNTY REGISTER OF DEEDS, LYING IN WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE DESCRIBED PARCEL CONTAINS 388,932 SQUARE FEET OR 8.93 ACRES, MORE OR LESS, BASED ON THE CENTERLINE OF SPRING BRANCH AS REFERENCED ABOVE.

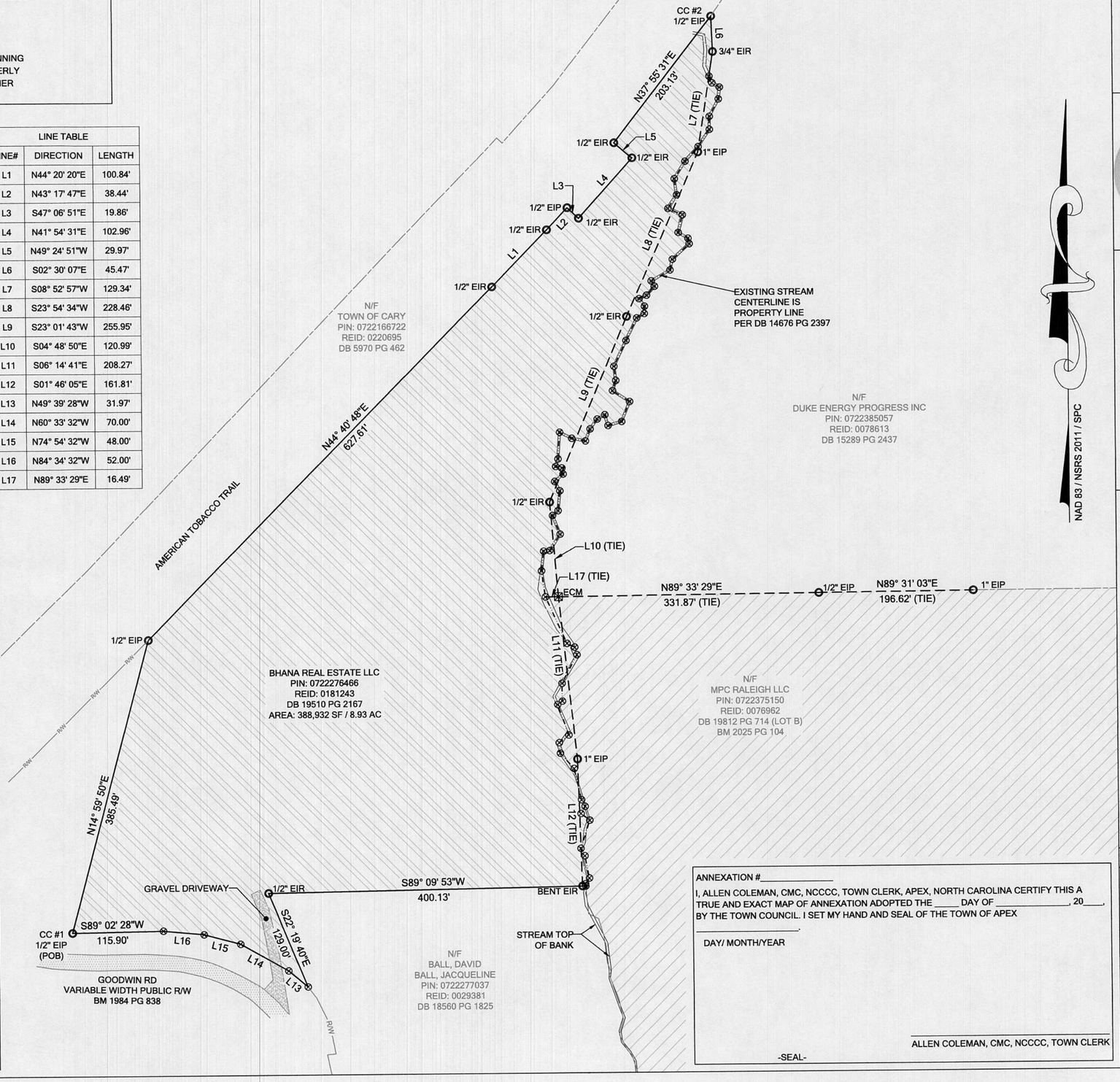
I, JOSHUA R. DAVIDSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION(S) RECORDED SHOWN IN TITLE BLOCK); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE POSITIONAL 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 28 DAY OF September, A.D., 2026.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE 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-5350 LAND SURVEYOR JOSHUA ROBERT DAVIDSON

09/28/2026
JOSHUA R. DAVIDSON, PLS — DATE
NC LICENSE NO. L-5350

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



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-

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

PROPERTY OWNER(S)
NAME: BHANA REAL ESTATE LLC
ADDRESS: 320 FLATROCK LN
HOLLY SPRINGS NC 27540-7418

SATELLITE ANNEXATION PLAT

(ANNEXING TO APEX CORPORATE LIMITS)
PARCEL ID NUMBER: 0722276466
AS RECORDED IN DEED BOOK 19510 PAGE 2167
ADDRESS: 1409 GOODWIN RD
WHITE OAK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS
1.
2.

FIELD CREW:	CF
DRAWN BY:	IRP
CHECKED BY:	JRD
SCALE:	1" = 100'
DATE:	06/25/2026
DRAWING #:	230095A

SHEET 1 OF 1

P:\2023 Projects\230095a - 1409 Goodwin Rd Annexation\SURVEY\DWG\230095a - 1409 Goodwin Rd Annexation.dwg, 7/14/2026 1:43:33 PM, DWG To PDF.pc3

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 #: 836 Submittal Date: 7-1-2026

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

Bhana Real Estate LLC	0722-27-6466
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Bateman Civil Survey Company

Phone: (919) 577-1080 Fax:

E-mail Address: josh@batemancivilsurvey.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	8.93	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:	6	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 #: 836 Submittal Date: 7-1-2026

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, BHANA REAL ESTATE a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 26 day of June, 2026.

Name of Limited Liability Company BHANA REAL ESTATE LLC

By: Mandhar
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Parminder S. Sandhar a Notary Public for the above State and County, this the 26 day of June, 2026.

Janet Spear
Notary Public

SEAL

Wake County, North Carolina
Notary Public
Janet Spear
My Commission Expires February 20, 2030

My Commission Expires: 2.20.30

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: _____

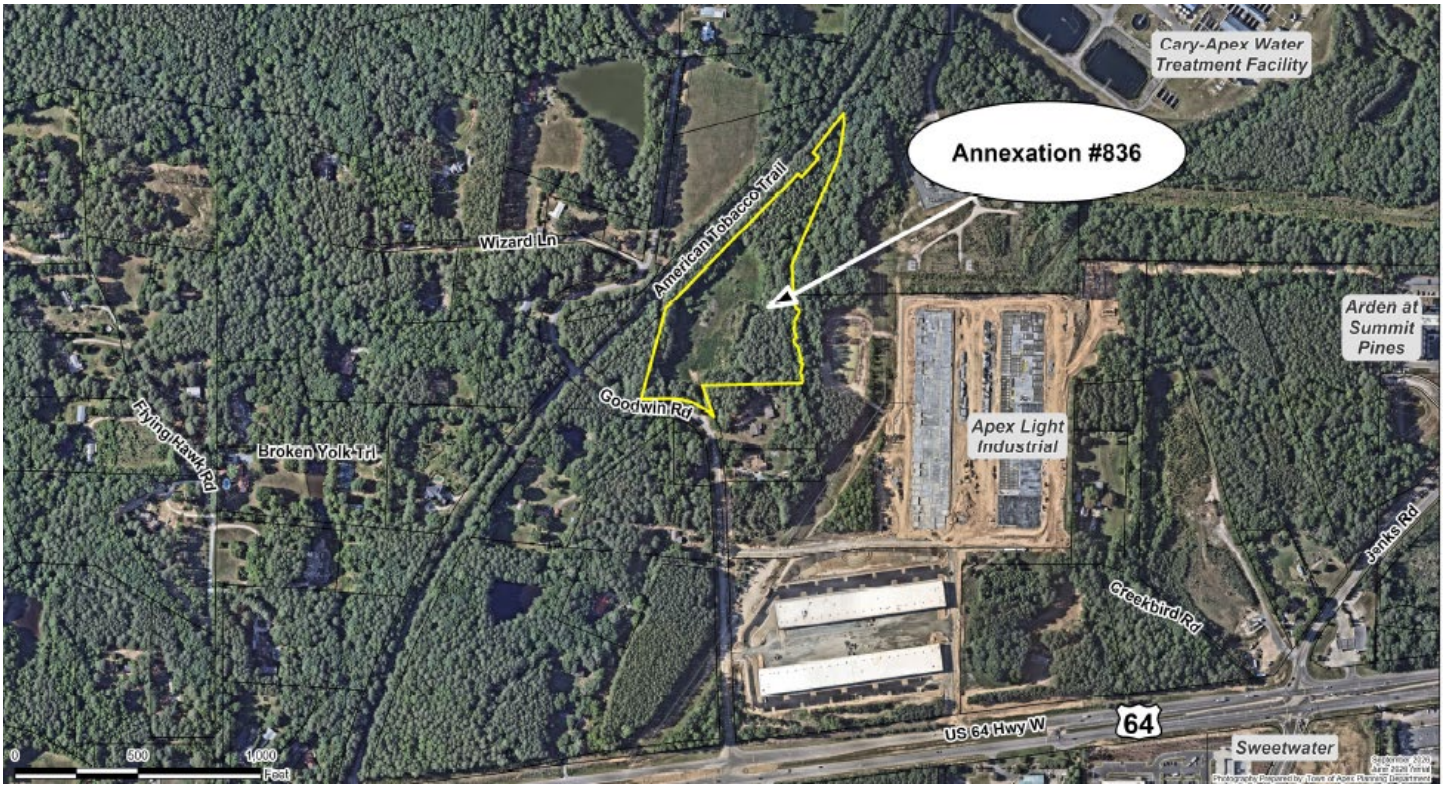
Media Contact:
Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (October 16, 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 **27th day of October, 2026**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Satellite Annexation Petition No. 836
1409 Goodwin Road – 8.93 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. 836" 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, October 27, 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.

###

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 27, 2026

Item Details

Presenter(s): Thomas Rayle, Planner II

Department(s): Planning

Requested Motion

Public hearing and possible motion concerning Rezoning Application No.26CZ08 1409 Goodwin Road. The applicant, Ardent Building, LLC, seeks to rezone approximately 8.93 acres from Wake County Residential-80 Watershed District (R-80W) to Rural Residential-Conditional Zoning (RR-CZ). The proposed rezoning is located at 1409 Goodwin Road. **Rezoning Case No. 26CZ08 will be heard with the associated Annexation Case No. 836**

Approval Recommended?

The Planning Department recommends approval with the following additional condition:

> "Developer shall extend the 10-foot wide side path from the property frontage west to connect to the American Tobacco Trail. If the Developer is unable to acquire the encroachment agreement from NCDOT, Developer shall provide an engineer's estimate for the total cost of the side path to be reviewed and approved by the Town and pay a fee-in-lieu in that amount."

The Planning Board held a Public Hearing on October 12, 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 0722276466.

Attachments

- PH2-A1: Staff Report - Rezoning Case No. 26CZ08 - 1409 Goodwin Road
  - Application - Rezoning Case No. 26CZ08 - 1409 Goodwin Road
- PH2-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ08 - 1409 Goodwin Road
- PH2-A3: Statement of Town Council and Ordinance - Rezoning Case No. 26CZ08 - 1409 Goodwin Road
- PH2-A4: Attachment A: Legal Description - Rezoning Case No. 26CZ08 - 1409 Goodwin Road
- PH2-A5: Public Hearing Notice- Rezoning Case No. 26CZ08 - 1409 Goodwin 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: 1409 Goodwin Rd
Applicant: Ardent Building, LLC
Authorized Agent: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Owner: Bhana Real Estate, LLC

PROJECT DESCRIPTION:

Acreage: ± 8.93 acres
PIN: 0722276466
Current Zoning: Wake County Residential-80 Watershed District (R-80W)
Proposed Zoning: Rural Residential-Conditional Zoning (RR-CZ)
Current 2045 Land Use Map: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Town Limits: Outside (currently Wake County) – annexation is required at the time of rezoning

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Wake County Residential-80 Watershed District (R-80W)	American Tobacco Trail; Single-family residential; Vacant
South:	Wake County Residential-80 Watershed District (R-80W)	Goodwin Road; Single-family residential
East:	Wake County Residential-80 Watershed District (R-80W); Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)	Apex Light Industrial Park; Duke Energy Substation
West:	Wake County Residential-80 Watershed District (R-80W)	American Tobacco Trail; Single-family residential; Vacant

EXISTING CONDITIONS:

The property is located on the north side of Goodwin Road approximately 0.28 miles north of US Highway 64 and adjacent to the American Tobacco Trail. The 8.93-acre property is currently vacant with a field and mature trees (See Figure 1: Existing Site Conditions).

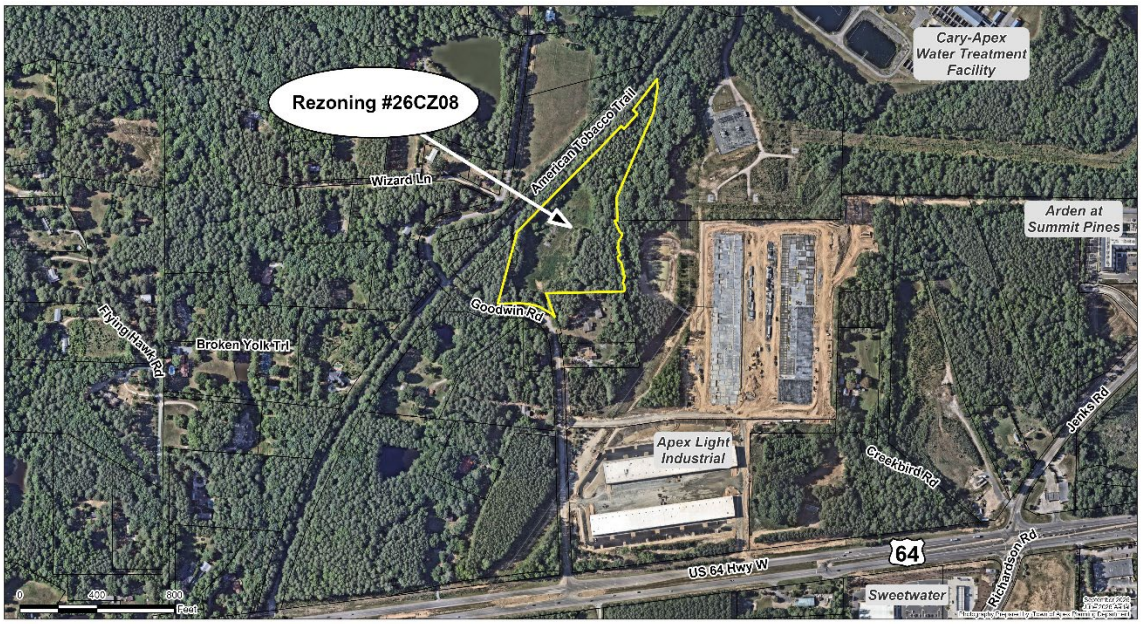


Figure 1: Existing Site Conditions

NEIGHBORHOOD MEETINGS:
The applicant conducted two neighborhood meetings on June 29, 2026, and September 14, 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 high school grade level 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 expansion or construction within the next five years may address concerns at the high school grade level.

2045 LAND USE MAP:
The 2045 Land Use Map classifies the subject property as Rural Density Residential. The proposed rezoning to Rural Residential-Conditional Zoning (RR-CZ) is inconsistent with that land use classification. If the properties are rezoned as proposed, the 2045 Land Use Map will automatically be amended to the Rural Transition Residential classification (maximum 1 unit per acre) per NCGS 160D-605(a).

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.

Permitted Uses:

- Single-Family
- Accessory Apartment

- Utility, minor
- Park, active
- Park, passive
- Greenway

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 for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. The garage shall not protrude more than 1 foot out from the front façade or front porch. Living space above a garage shall not be considered part of the front façade.
5. 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.
6. Garage doors shall have windows, decorative details or carriage-style adornments on them.
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 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. House entrances for units with front-facing garages shall have a prominent covered porch/stoop area leading to the front door.
10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around any non masonry set windows.
11. Front porches shall be a minimum of 6 feet deep.

Additional Zoning Conditions

1. The number of resultant residential lots of this rezoning shall be limited to 8 single family units, equivalent to approximately 0.9 dwelling units per acre.
2. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
3. Developer shall install pollinator-friendly and native flora within SCM planting areas.
4. At least 75% of the plant species used in the landscape design shall be native species to the eastern U.S. 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. Refer to the Town of Apex Design and Development Manual for further guidance.
5. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site, not including lawns.
6. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.

7. HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns.
8. 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.
9. HOA covenants shall not restrict the construction of accessory dwelling units.
10. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.
11. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electric vehicles.
12. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
13. For any new subdivision streets built within this development, overhead street lighting shall not be installed in an effort to preserve the rural identity of the Goodwin Road community. Wall-mounted exterior light fixtures on homes directly adjacent to residential properties shall include house-side shields where necessary to minimize illumination beyond the project boundary. In order to preserve public safety and welfare, this condition shall not prohibit the illumination of any required crosswalks within public right-of-way. Any crosswalk lighting shall be installed with house-side shields where necessary to minimize illumination towards adjacent residential properties.
14. Construction vehicles shall be prohibited from parking along Goodwin Road. Contractor shall follow the approved Staging Plan for determination on where construction vehicle parking shall be located.
15. Per the Town of Apex Bicycle and Pedestrian System Plan Map, a 10' wide multi-use path shall be constructed along the project frontage on Goodwin Road.
16. A 6' wooden privacy fence shall be erected along the shared property line with PIN #0722-27-7037 in order to provide visual screening to supplement the required perimeter buffer. The width of this perimeter buffer (adjacent to PIN #0722-27-7037) shall be increased to 20' wherever new residential lots directly abut the buffer.
17. A 15-foot wide streetscape easement containing a minimum 3' high landscaped berm shall be recorded along the project frontage, outside of the Goodwin Road right-of-way. While the easement may be located within private residential lots, maintenance of the berm and associated landscaping shall be the responsibility of the HOA.
18. In order to provide visual screening and minimize the potential for headlight exposure from vehicles exiting the proposed development, a row of evergreen trees shall be planted along the road frontage of 1420 Goodwin Road (PIN# 0722-26-5931), outside the Public R/W or any existing easements, and directly across from the proposed site drive. This additional off-site landscaping shall be installed only upon access rights being granted by the owner(s) of 1420 Goodwin Road.
19. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays. The allowable construction times shall be posted on a physical sign at the entrance to the neighborhood.

NATURAL RESOURCE AND ENVIRONMENTAL DATA:

The property is within the Cape Fear river basin, Jordan Lake watershed, White Oak Creek Basin sub-watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay August 2025 and subject to stormwater requirements in UDO Section 6.1. All development associated with rezoning would comply with riparian buffer requirements in UDO Section

6.1.11. The project is not located in a designated current 100-year floodplain as shown on FEMA FIRM Panel 3720072200K with an effective date of July 19, 2022.

RESOURCE CONSERVATION AREA AND BUFFERS:
The proposed rezoning includes a condition that limits the density to 0.9 units per acre. Therefore, Resource Conservation Area (RCA) is not required pursuant to Sec. 8.1.2.C.3 *Low Density Single-Family Residential Developments.* All development associated with rezoning would comply with riparian buffer requirements in UDO Section 6.1.11.

ENVIRONMENTAL ADVISORY BOARD:
This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per UDO Section 2.1.9. The applicant has offered a number of environmental conditions as part of their proposal (See Additional Zoning Conditions #2-8, and 10-12).

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.

PUBLIC FACILITIES:
The proposed residential project plans to connect to Town of Apex water and sewer. However, to connect to Town sewer, the applicant needs to obtain necessary off-site easements. Therefore, the project may utilize private septic systems. The ultimate design for the utilities shall meet the current Town of Apex Master Water and Sewer Plans for approval.

STORMWATER MANAGEMENT:
If the rezoning is approved, any proposed development shall meet all stormwater requirements provided in the UDO, including limiting the post-development stormwater flows to not exceed the pre-development rates. The applicant has proposed a zoning condition for stormwater management where the "post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events" (See Additional Zoning Conditions #12). Acceptable stormwater structures may 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.

TRANSPORTATION NOTES:
The proposed rezoning is exempt from frontage improvements per UDO Section 7.5.1.B.3 *Required Improvements, Exemptions* due to the proposed subdivision having an anticipated number of vehicular trips less than 150 per day. However, the *Advance Apex: The 2045 Transportation Plan* calls for a 10-foot wide asphalt side path on the north side of Goodwin Road along the parcel's frontage. Planning Staff have requested a condition to extend the side path beyond the frontage to the northwest to connect with the American Tobacco Trail (See Figure 2: Existing and Suggested Pedestrian Network below).

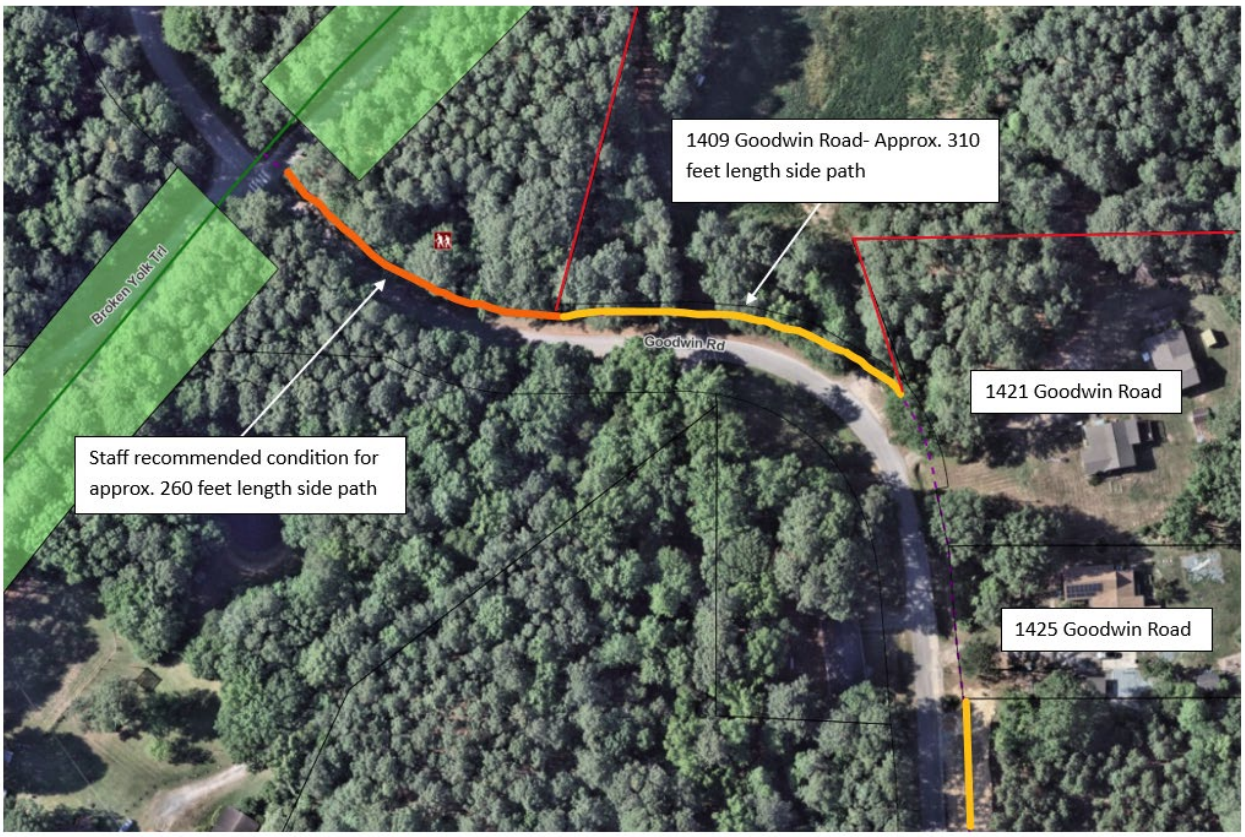


Figure 2: Existing and Suggested Pedestrian Network

The staff recommended condition is as follows:

> "Developer shall extend the 10-foot wide side path from the property frontage west to connect to the American Tobacco Trail. If the Developer is unable to acquire the encroachment agreement from NCDOT, Developer shall provide an engineer's estimate for the total cost of the side path to be reviewed and approved by the Town and pay a fee-in-lieu in that amount."

The applicant did not include any condition regarding off-site side path construction, and has not yet agreed to the staff recommended condition.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #26CZ08 subject to the addition of the following staff recommended condition:

> Developer shall extend the 10-foot wide side path from the property frontage west to connect to the American Tobacco Trail. If the Developer is unable to acquire the encroachment agreement from NCDOT, Developer shall provide an engineer's estimate for the total cost of the side path to be reviewed and approved by the Town and pay a fee-in-lieu in that amount.

PLANNING BOARD RECOMMENDATION:
Planning Board held a public hearing on October 12, 2026 for Rezoning #26CZ08 and unanimously voted to recommend approval of Rezoning #26CZ08 as presented with staff recommended condition.

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 Rural Density Residential. The applicant is proposing a rezoning to Rural Residential-Conditional Zoning (RR-CZ). If the property is rezoned as proposed, the 2045 Land Use Map will be amended per NCGS 160D-605(a) to Rural Transition Residential.

If the zoning condition suggested by Planning staff is added, the proposed rezoning will be reasonable and in the public interest because it provides a transition between the non-residential uses to the south and east and the large-lot residential properties primarily west of the American Tobacco Trail corridor and provides a needed pedestrian connection to the American Tobacco Trail. Furthermore, the rezoning provides stricter architectural conditions than the UDO requires, provides stormwater measures above UDO standards, and incorporates typical suggested conditions from the Apex Environmental Advisory Board.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find the RR-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.

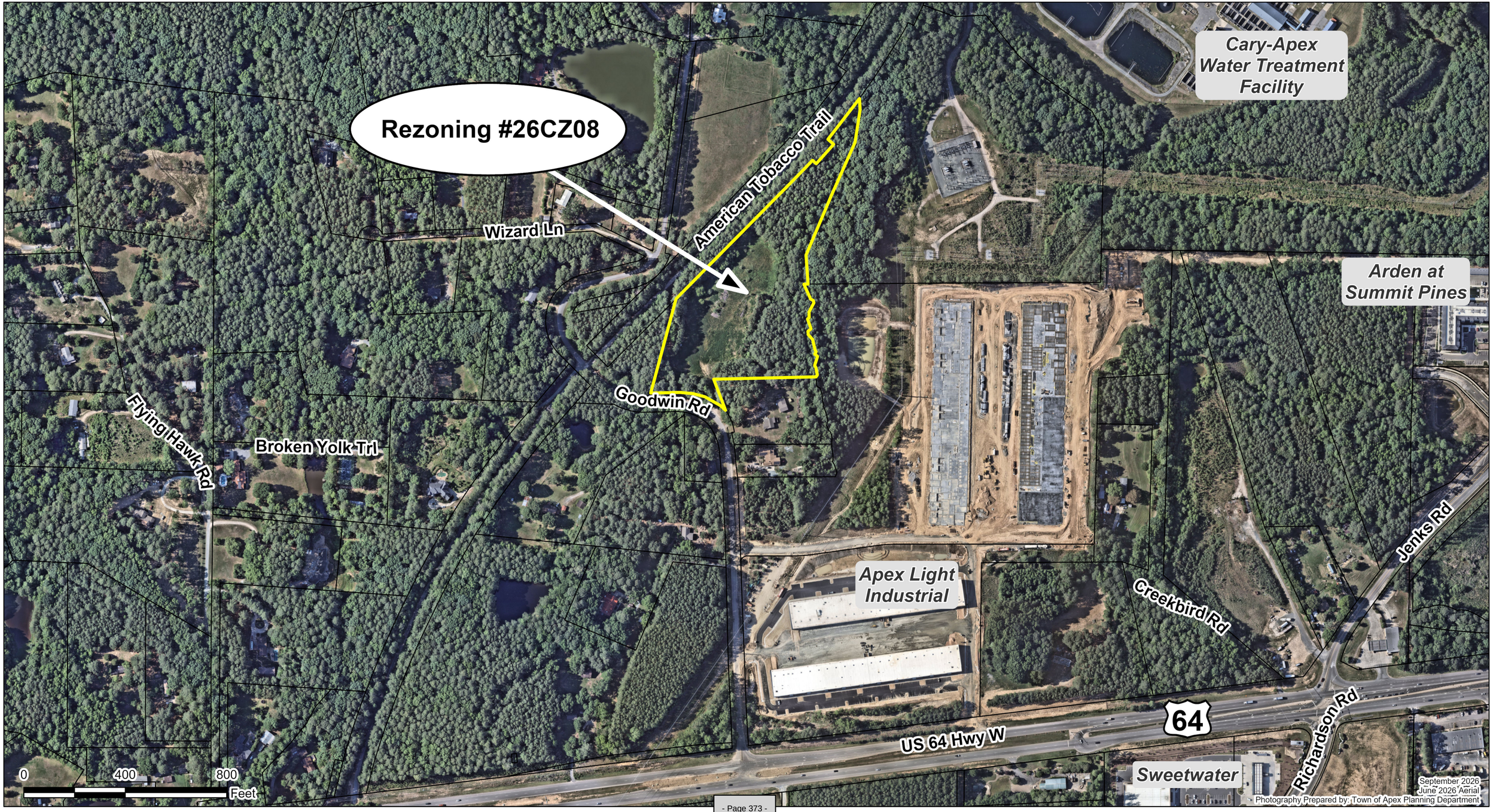
1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness 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.

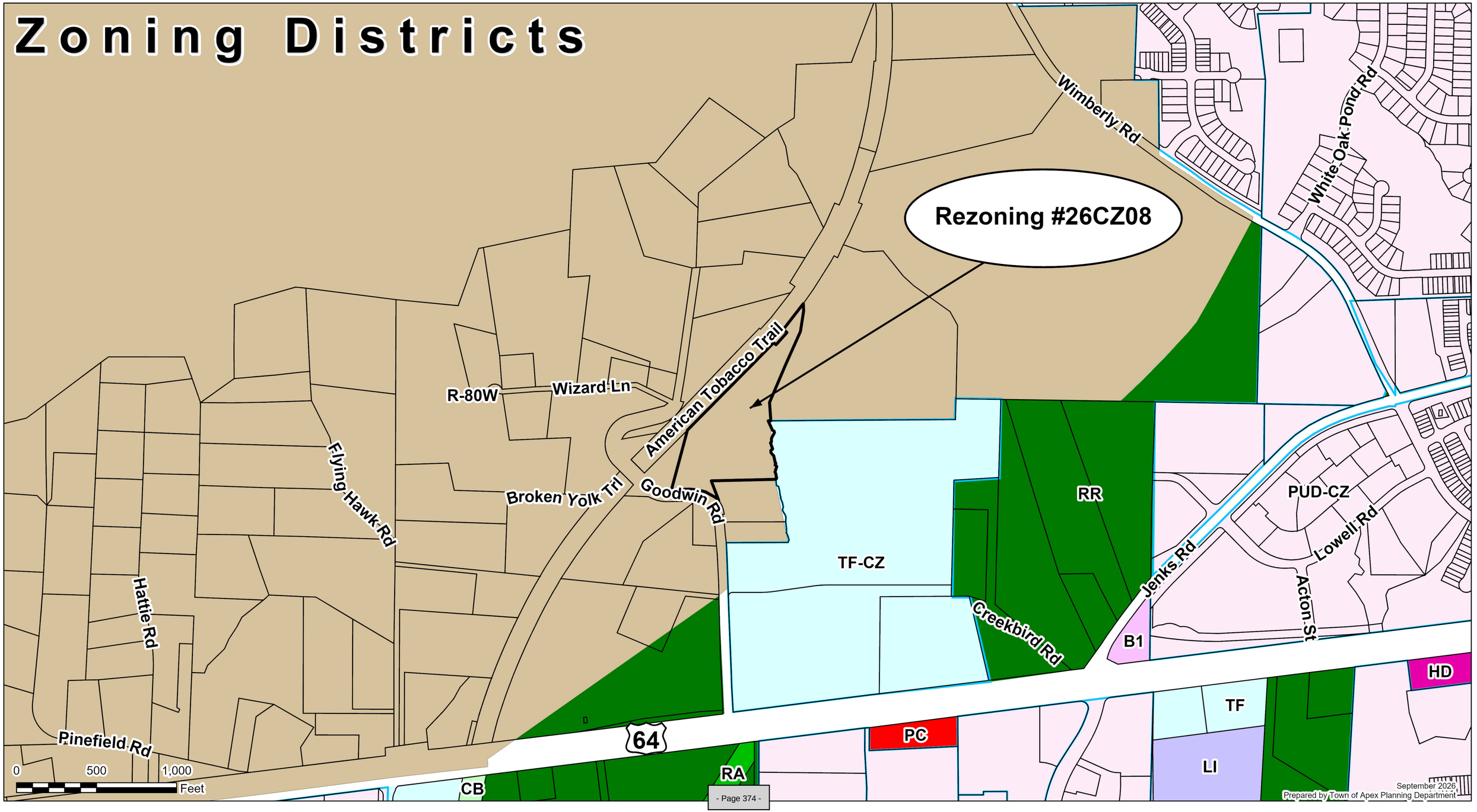
7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

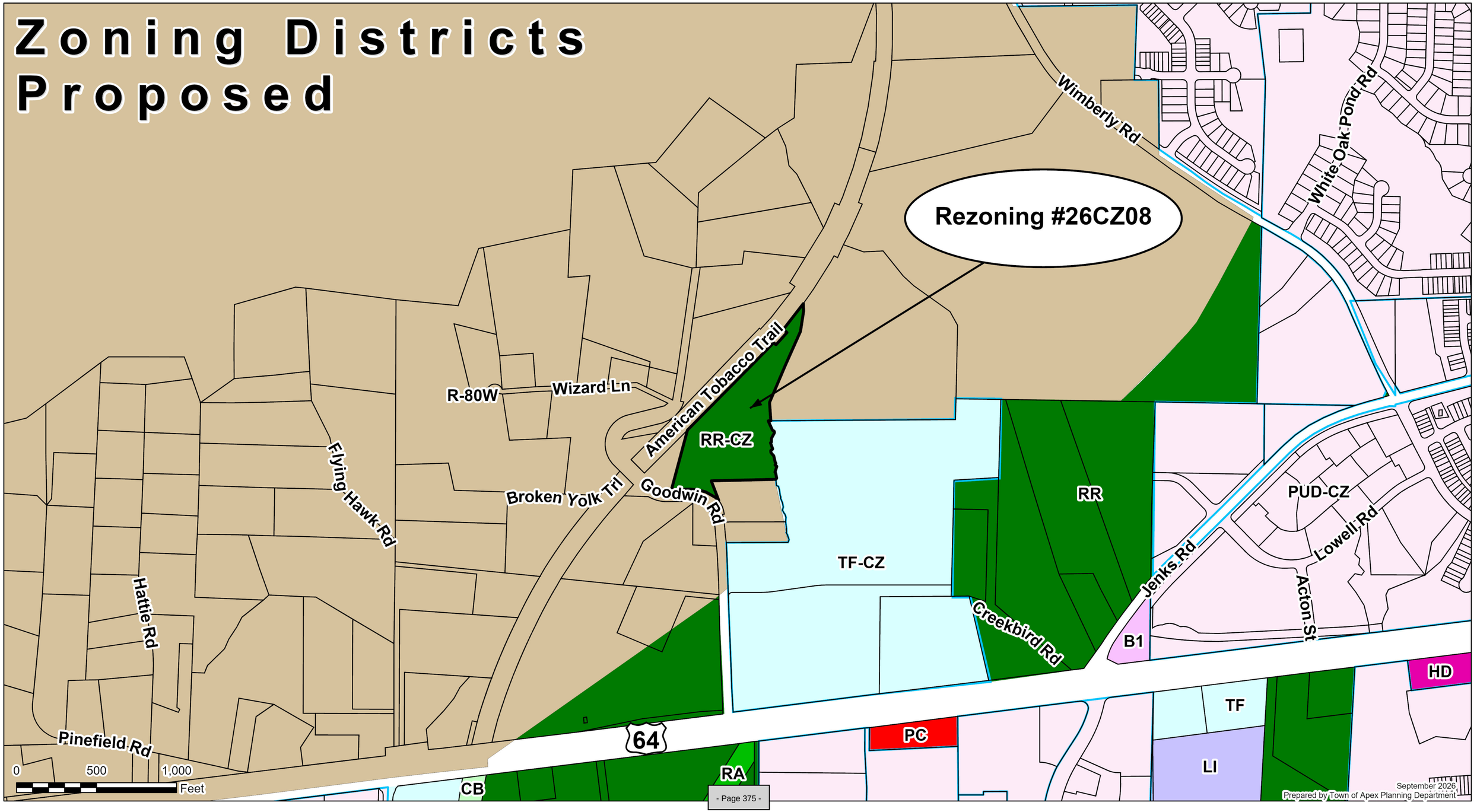
8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

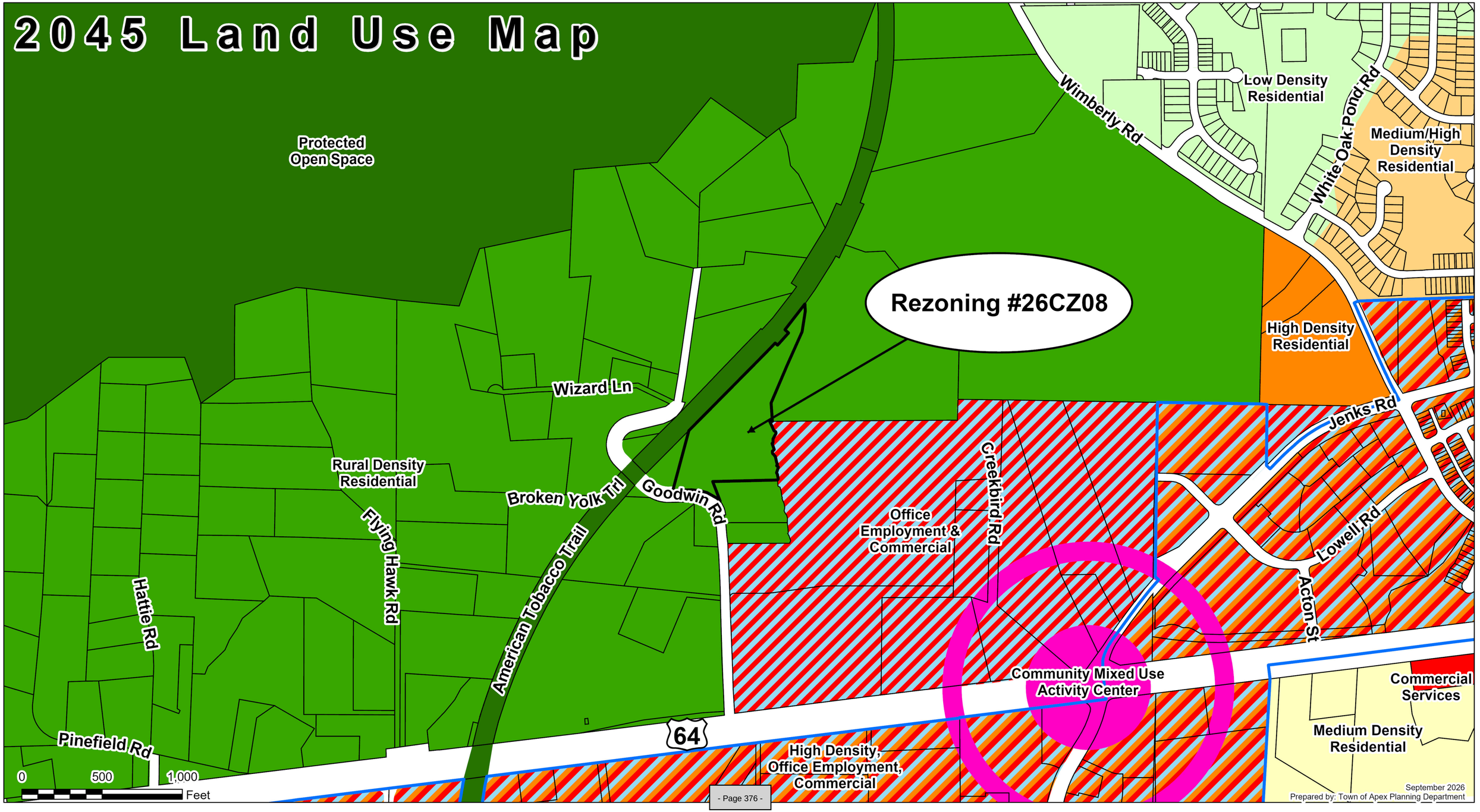
9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

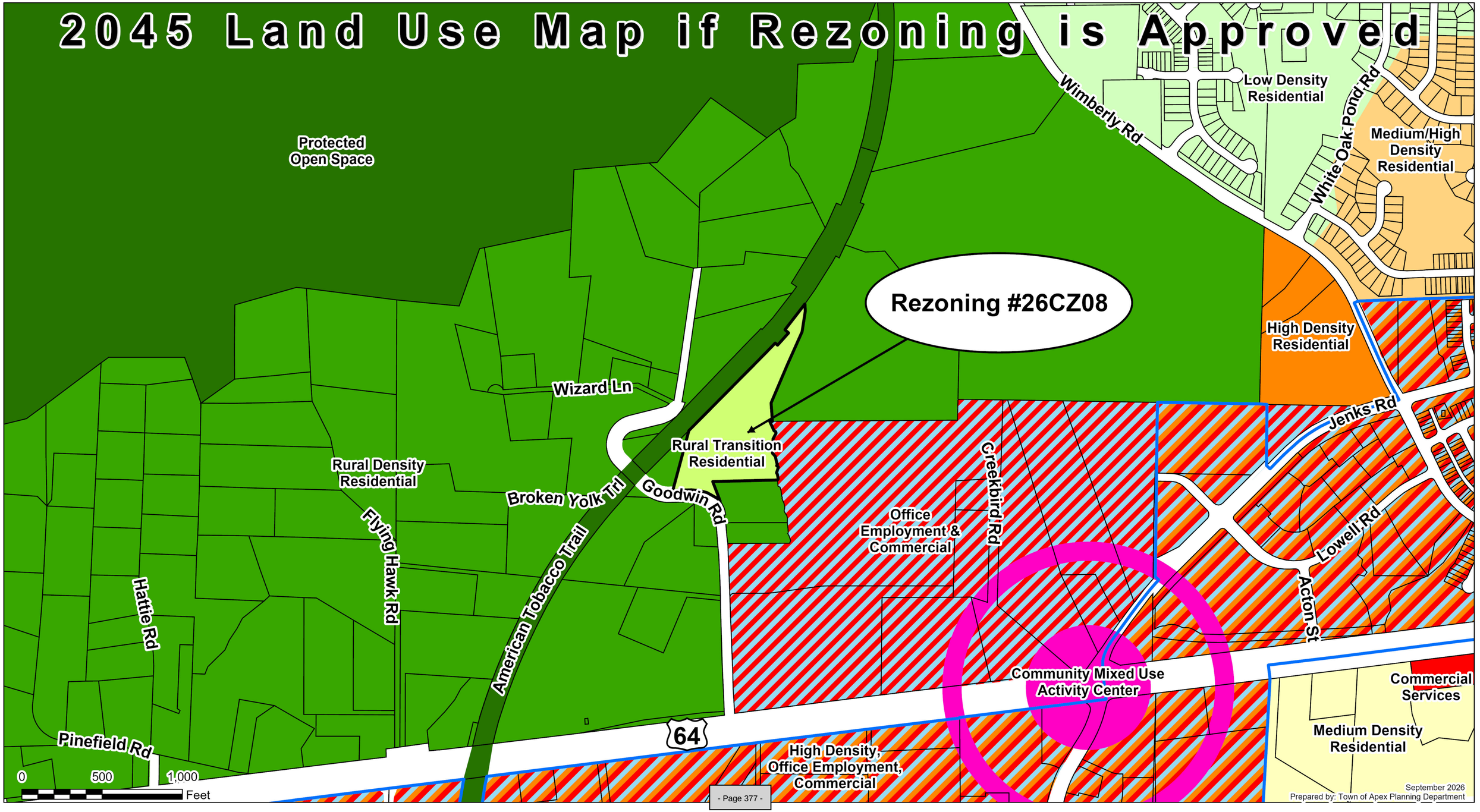
10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.


Rezoning #26CZ08
Cary-Apex Water Treatment Facility
Arden at Summit Pines
American Tobacco Trail
Wizard Ln
Goodwin Rd
Flying Hawk Rd
Broken Yolk Trl
Apex Light Industrial
Creekbird Rd
Jenks Rd
US 64 Hwy W
64
Richardson Rd
Sweetwater
0
400
800
Feet
September 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department


Zoning Districts
Rezoning #26CZ08
Wimberly Rd
White Oak Pond Rd
American Tobacco Trail
R-80W
Wizard Ln
Flying Hawk Rd
Broken Yolk Trl
Goodwin Rd
Hattie Rd
Pinefield Rd
RR
PUD-CZ
TF-CZ
Lowell Rd
Jenks Rd
Acton St
Creekbird Rd
B1
HD
TF
PC
LI
64
RA
CB
0
500
1,000
Feet
September 2026
Prepared by Town of Apex Planning Department


Zoning Districts
Proposed
Rezoning #26CZ08
Wimberly Rd
White Oak Pond Rd
American Tobacco Trail
R-80W
Wizard Ln
RR-CZ
Flying Hawk Rd
Broken Yolk Trl
Goodwin Rd
RR
PUD-CZ
Lowell Rd
TF-CZ
Jenks Rd
Acton St
Creekbird Rd
B1
HD
TF
PC
LI
Hattie Rd
Pinefield Rd
64
RA
CB
0
500
1,000
Feet
September 2026
Prepared by Town of Apex Planning Department


2045 Land Use Map
Protected Open Space
Rezoning #26CZ08
Wimberly Rd
Low Density Residential
White Oak Pond Rd
Medium/High Density Residential
High Density Residential
Wizard Ln
Jenks Rd
Rural Density Residential
Broken Yolk Trl
Goodwin Rd
Creekbird Rd
Office Employment & Commercial
Flying Hawk Rd
American Tobacco Trail
Lowell Rd
Acton St
Hattie Rd
Community Mixed Use Activity Center
Commercial Services
Pinefield Rd
64
High Density, Office Employment, Commercial
Medium Density Residential
0
500
1,000
Feet
September 2026
Prepared by: Town of Apex Planning Department


2045 Land Use Map if Rezoning is Approved
Protected Open Space
Low Density Residential
Medium/High Density Residential
Wimberly Rd
White Oak Pond Rd
Rezoning #26CZ08
High Density Residential
Wizard Ln
Jenks Rd
Rural Transition Residential
Rural Density Residential
Broken Yolk Trl
Goodwin Rd
Creekbird Rd
Office Employment & Commercial
Flying Hawk Rd
American Tobacco Trail
Lowell Rd
Acton St
Hattie Rd
Community Mixed Use Activity Center
Commercial Services
Pinefield Rd
64
Medium Density Residential
High Density, Office Employment, Commercial
0
500
1,000
Feet
September 2026
Prepared by: Town of Apex Planning Department

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 #: 26CZ08 Submittal Date: 07/01/2026

Fee Paid:

Project Information

Project Name: 1409 Goodwin Road

Address(es): 1409 Goodwin Road

PIN(s): 0722-27-6466

Acreage: 8.93

Current Zoning: R-80W Proposed Zoning: RR-CZ

Current 2045 LUM Classification(s): Rural Density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ☑

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

Area classified as mixed use: Acreage:

Area proposed as non-residential development: Acreage:

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

Applicant Information

Name: Ardent Building, LLC

Address: PO Box 5509

City: Cary State: NC Zip: 27515

Phone: (919) 991-1428 E-mail: cschmidt@e1homes.com

Owner Information

Name: Bhana Real Estate LLC

Address: 320 Flatrock Ln

City: Holly Springs State: NC Zip: 27515

Phone: E-mail:

Agent Information

Name: Jones & Cnossen Engineerring, PLLC - Patrick Kiernan

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: (919) 387-1174 E-mail: patrick@jonescnossen.com

Other contacts:

PETITION INFORMATION

Application #: 26CZ08 Submittal Date: 07/01/2026

An application has been duly filed requesting that the property described in this application be rezoned from R-80W to RR-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	Single Family	21	
2	Accessory Apartment	22	
3	Utility, minor	23	
4	Park, active	24	
5	Park, passive	25	
6	Greenway	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 #: 26CZ08 Submittal Date: 07/01/2026

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.

See attached list.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed zoning would alter the 2045 LUM for a minor increase in density. The current 2045 LUM would allow for much less density than the current county zoning allows, so the proposed amendment is actually closer to the current allowed density. With the current R-80W zoning, a density of 0.45 du/ac. could be achieved, and we are proposing to increase that to 0.9 du/ac.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

These large lots would be compatible with the surrounding land uses because almost all of the surrounding properties are large residential lots. A recent development has brought an industrial use to the east of this project, but we do not believe that use would fit our site.

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

All uses that fall within the supplemental standards will be consistent with the standards provided in the Town of Apex UDO.

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

This design is very low impact development. Given the shape of the parcel, the most natural lot layout would entail a single cul-de-sac road near the center of the parcel, which should keep most traffic noises, light spillage, etc. away from the adjacent residential properties.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

This rezoning proposes an increase to the state-required stormwater control, in order to meet peak flow requirements for the 25-year storm (an increase from the required 10-year storm control). There have been additional environmentally-driven conditions offered as part of this proposal.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The low-impact nature of this project should serve to minimize the impact to public facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

This rezoning does not propose any uses that would harm the health, safety, or welfare of the residents of the Town or its ETJ. Conditions have been proposed to protect the nearby residents located in the Goodwin Road community.

PETITION INFORMATION

Application #: 26CZ08 Submittal Date: 07/01/2026

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

The small increase in residential density should not serve to adversely impact the value of the adjacent residential properties.

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

Residential homes generally do not constitute a nuisance or hazard because of the character of the neighborhood. The number of units planned for this parcel is small and the impact of these units on the surrounding area should be minimal.

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 conditional zoning district will follow the standards of the Town of Apex UDO, unless specifically noted in the proposed zoning 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 for 75% of the building designs.

3. Eaves shall project at least 12 inches from the wall of the structure.

4. The garage shall not protrude more than 1 foot out from the front façade or front porch. Living space above a garage shall not be considered part of the front façade.

5. 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.

6. Garage doors shall have windows, decorative details or carriage-style adornments on them.

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 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. House entrances for units with front-facing garages shall have a prominent covered porch/stoop area leading to the front door.

10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around any non-masonry set windows.

11. Front porches shall be a minimum of 6 feet deep.

Additional Zoning Conditions

1. The number of resultant residential lots of this rezoning shall be limited to 8 single family units, equivalent to approximately 0.9 dwelling units per acre.

2. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.

3. Developer shall install pollinator-friendly and native flora within SCM planting areas.

4. At least 75% of the plant species used in the landscape design shall be native species to the eastern U.S. 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. Refer to the Town of Apex Design and Development Manual for further guidance.

5. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site, not including lawns.

6. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.

7. HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns.

8. 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.

9. HOA covenants shall not restrict the construction of accessory dwelling units.

10. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement "Solar Options Available" on the development sign at the front of the subdivision.

11. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electric vehicles.

12. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.

13. For any new subdivision streets built within this development, overhead street lighting shall not be installed in an effort to preserve the rural identity of the Goodwin Road community. Wall-mounted exterior light fixtures on homes directly adjacent to residential properties shall include house-side shields where necessary to minimize illumination beyond the project boundary. In order to preserve public safety and welfare, this condition shall not prohibit the illumination of any required crosswalks within public right-of-way. Any crosswalk lighting shall be installed with house-side shields where necessary to minimize illumination towards adjacent residential properties.

14. Construction vehicles shall be prohibited from parking along Goodwin Road. Contractor shall follow the approved Staging Plan for determination on where construction vehicle parking shall be located.

15. Per the Town of Apex Bicycle and Pedestrian System Plan Map, a 10' multi-use path shall be constructed along the project frontage on Goodwin Road.

16. A 6' wooden privacy fence shall be erected along the shared property line with PIN #0722-27-7037 in order to provide visual screening to supplement the required perimeter buffer. The width of this perimeter buffer (adjacent to PIN #0722-27-7037) shall be increased to 20' wherever new residential lots directly abut the buffer.

17. A 15' streetscape easement containing a minimum 3' high landscaped berm shall be recorded along the project frontage, outside of the Goodwin Road right-of-way. While the easement may be located within private residential lots, maintenance of the berm and associated landscaping shall be the responsibility of the HOA.

18. In order to provide visual screening and minimize the potential for headlight exposure from vehicles exiting the proposed development, a row of evergreen trees shall be planted along the road frontage of 1420 Goodwin Road (PIN# 0722-26-5931), outside the Public R/W or any existing easements, and directly across from the proposed site drive. This additional off-site landscaping shall be installed only upon access rights being granted by the owner(s) of 1420 Goodwin Road.

19. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays. The allowable construction times shall be posted on a physical sign at the entrance to the neighborhood.

Bateman Civil Survey Company, PC
2524 Reliance Avenue
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

LEGAL DESCRIPTION (PIN:0722276466 REZONING):

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF GOODWIN ROAD LLC (PIN: 0722276466) AS DESCRIBED IN DEED BOOK 14676 AT PAGE 2397 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 ½" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,173.99' AND E: 2,022,315.45'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY; N14°59'50"E A DISTANCE OF 385.49 FEET TO A ½" IRON PIPE FOUND; THENCE, N44°40'48"E A DISTANCE OF 627.61 FEET TO A ½" IRON REBAR FOUND; THENCE, N44°20'20"E A DISTANCE OF 100.84 FEET TO A ½" IRON REBAR FOUND; THENCE, N43°17'47"E A DISTANCE OF 38.44 FEET TO A ½" IRON PIPE FOUND; THENCE, S47°06'51"E A DISTANCE OF 19.86 FEET TO A ½" IRON REBAR FOUND; THENCE, N41°54'31"E A DISTANCE OF 102.96 FEET TO A ½" IRON REBAR FOUND; THENCE, N49°24'51"W A DISTANCE OF 29.97 FEET TO A ½" IRON REBAR FOUND; THENCE, N37°55'31"E A DISTANCE OF 203.13 FEET TO A ½" IRON PIPE FOUND; THENCE, S02°30'07"E A DISTANCE OF 45.47 FEET TO A ¾" IRON REBAR FOUND;

THE FOLLOWING SIX (6) CALLS ARE TIE LINES BETWEEN MONUMENTS FOUND ALONG SPRING BRANCH, THE PROPERTY LINE IS THE CENTERLINE OF SPRING BRANCH PER BOOK OF MAPS 2014 PAGE 1252 AND DEED BOOK 14676 PAGE 2397 OF THE WAKE COUNTY REGISTER OF DEEDS.

(1) THENCE, S08°52'57"W A DISTANCE OF 129.34 FEET TO A 1" IRON PIPE FOUND; (2) THENCE, S23°54'34"W A DISTANCE OF 228.46 FEET TO A ½" IRON REBAR FOUND; (3) THENCE, S23°01'43"W A DISTANCE OF 255.95 FEET TO A ½" IRON REBAR FOUND; (4) THENCE, S04°48'50"E A DISTANCE OF 120.99 FEET TO A CONCRETE MONUMENT FOUND; (5) THENCE, S06°14'41"E A DISTANCE OF 208.27 FEET TO A 1" IRON PIPE FOUND; (6) THENCE, S01°46'05"E A DISTANCE OF 161.81 FEET TO A BENT IRON REBAR FOUND; THENCE, S89°09'53"W A DISTANCE OF 400.13 FEET TO A ½" IRON REBAR FOUND; THENCE, S22°19'40"E A DISTANCE OF 129.00 FEET TO A COMPUTED POINT ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD; THENCE, WITH SAID RIGHT OF WAY, N49°39'28"W A DISTANCE OF 31.97 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N60°33'32"W A DISTANCE OF 70.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N74°54'32"W A DISTANCE OF 48.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N84°34'32"W A DISTANCE OF 52.00 FEET TO A COMPUTED POINT; THENCE, S89°02'28"W A DISTANCE OF 115.90 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 388,932 SQUARE FEET OR 8.93 ACRES, MORE OR LESS, BASED ON THE CENTERLINE OF SPRING BRANCH AS REFERENCED ABOVE.

AGENT AUTHORIZATION FORM

Application #: 26CZ08 Submittal Date: 07/01/2026

Bhana Real Estate 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: 1409 Goodwin Rd

The agent for this project is: Jones & Cnossen Engineering, PLLC

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

Agent Name: Patrick Kiernan

Address: PO Box 1062, Apex NC 27502

Telephone Number: (919) 387-1174

E-Mail Address: patrick@jonescnossen.com

Signature(s) of Owner(s)*

Sandhar

PARMINDER SANDHAR — Type or print name — 06/26/26 — 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 #: 26CZ08 Submittal Date: 07/01/2026

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

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1409 Goodwin Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/28/23, and recorded in the Wake County Register of Deeds Office on 12/29/23, in Book 019510 Page 02167-02169.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/29/23, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/29/23, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of JUNE, 2026

Parminder Sandhar (seal)

PARMINDER SANDHAR
Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

Janet Spear
Notary Public
State of North Carolina
My Commission Expires: 2·20·30

[NOTARY SEAL]

Wake County, North Carolina
Notary Public
Janet Spear
My Commission Expires February 20, 2030

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 26CZ08 Submittal Date: 07/01/2026

Insert legal description below.

1409 Goodwin Road - Legal Description

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF GOODWIN ROAD LLC (PIN: 0722276466) AS DESCRIBED IN DEED BOOK 14676 AT PAGE 2397 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 ½" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,173.99' AND E: 2,023,315.45'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY; N14°59'50"E A DISTANCE OF 385.49 FEET TO A ½" IRON PIPE FOUND; THENCE, N44°40'48"E A DISTANCE OF 627.61 FEET TO A ½" IRON REBAR FOUND; THENCE, N44°20'20"E A DISTANCE OF 100.84 FEET TO A ½" IRON REBAR FOUND; THENCE, N43°17'47"E A DISTANCE OF 38.44 FEET TO A ½" IRON PIPE FOUND; THENCE, S47°06'51"E A DISTANCE OF 19.86 FEET TO A ½" IRON REBAR FOUND; THENCE, N41°54'31"E A DISTANCE OF 102.96 FEET TO A ½" IRON REBAR FOUND; THENCE, N49°24'51"W A DISTANCE OF 29.97 FEET TO A ½" IRON REBAR FOUND; THENCE, N37°55'31"E A DISTANCE OF 203.13 FEET TO A ½" IRON PIPE FOUND; THENCE, S02°30'07"E A DISTANCE OF 45.47 FEET TO A ¾" IRON REBAR FOUND;

THE FOLLOWING SIX (6) CALLS ARE TIE LINES BETWEEN MONUMENTS FOUND ALONG SPRING BRANCH, THE PROPERTY LINE IS THE CENTERLINE OF SPRING BRANCH PER BOOK OF MAPS 2014 PAGE 1252 AND DEED BOOK 14676 PAGE 2397 OF THE WAKE COUNTY REGISTER OF DEEDS.

(1) THENCE, S08°52'57"W A DISTANCE OF 129.34 FEET TO A 1" IRON PIPE FOUND; (2) THENCE, S23°54'34"W A DISTANCE OF 228.46 FEET TO A ½" IRON REBAR FOUND; (3) THENCE, S23°01'43"W A DISTANCE OF 255.95 FEET TO A ½" IRON REBAR FOUND; (4) THENCE, S04°48'50"E A DISTANCE OF 120.99 FEET TO A CONCRETE MONUMENT FOUND; (5) THENCE, S06°14'41"E A DISTANCE OF 208.27 FEET TO A 1" IRON PIPE FOUND; (6) THENCE, S01°46'05"E A DISTANCE OF 161.81 FEET TO A BENT IRON REBAR FOUND; THENCE, S89°09'53"W A DISTANCE OF 400.13 FEET TO A ½" IRON REBAR FOUND; THENCE, S22°19'40"E A DISTANCE OF 129.00 FEET TO A COMPUTED POINT ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD; THENCE, WITH SAID RIGHT OF WAY, N49°39'28"W A DISTANCE OF 31.97 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N60°33'32"W A DISTANCE OF 70.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N74°54'32"W A DISTANCE OF 48.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N84°34'32"W A DISTANCE OF 52.00 FEET TO A COMPUTED POINT; THENCE, S89°02'28"W A DISTANCE OF 115.90 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 388,932 SQUARE FEET OR 8.93 ACRES, MORE OR LESS, BASED ON THE CENTERLINE OF SPRING BRANCH AS REFERENCED ABOVE.

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.

June 12, 2026

Date

Dear Neighbor:

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

1409 Goodwin Rd — 0722-27-6466

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)):

Rezoning to change this 8.9 acre parcel from R80W (Wake County zoning) to RR-CZ to allow for a single family residential development (max. number of lots = 8). This would also involve Annexation to the Town of Apex to receive public utility services. This also requires a Land Use Map amendment from Rural Density Residential to Rural Transition Residential (equivalent to 1 unit/acre).

Estimated submittal date: July 01, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	Bhana Real Estate LLC
Applicant(s):	Jones & Cnossen Engineering, PLLC
Contact information (email/phone):	patrick@jonescnossen.com/(919) 387-1174
Meeting Address:	Zoom - see enclosed details
Date/Time of meeting**:	June 29, 2026 5:30 PM - 6:30 PM

Welcome: 5:30 PM Project Presentation: 5:35 - 6:00 PM Question & Answer: 6:00 - 6:30 PM

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

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Zoom Meeting Details – 1409 Goodwin Rd Rezoning

When: June 29, 2026 05:30 PM Eastern Time (US and Canada)

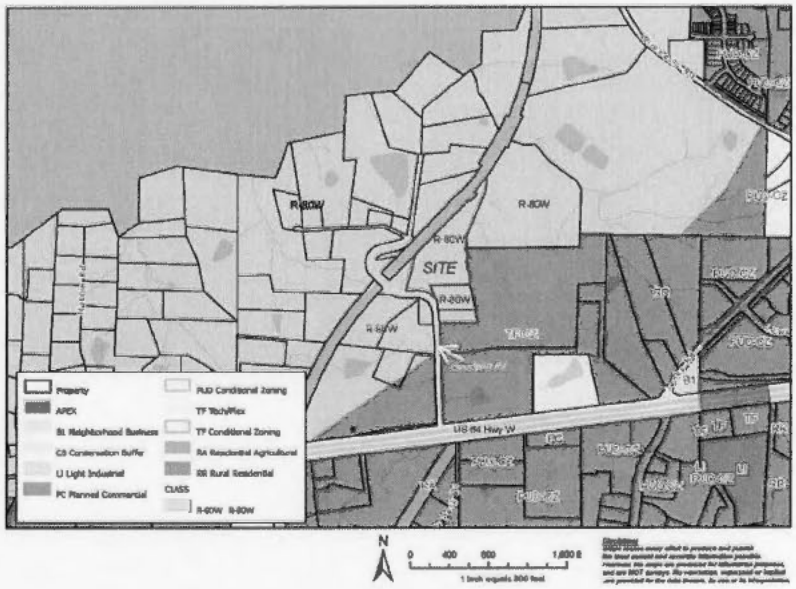
Register using the QR code:

Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 832 6418 1798 and then the Passcode: 744240

Provide your First & Last Name, Email address, and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on June 29th.

Or to join the meeting by phone: dial (301) 715-8592 or (305) 224-1968 and enter the Meeting ID 832 6418 1798 and the Passcode 744240. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

Vicinity & Zoning Exhibit



2045 Land Use Map Excerpt (LUM)
Town of Apex

1409 Goodwin Rd
Current LUM Designation: Rural Density Residential

Requested LUM Designation: Rural Transition Residential



PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 1409 Goodwin Rd Zoning: RR-CZ

Location: 1409 Goodwin Rd

Property PIN(s): 0722-27-6466 Acreage/Square Feet: 8.83

Property Owner: Bhana Real Estate LLC

Address: 320 Flatrock Ln

City: Holly Springs State: Nc Zip: 27540

Phone: Email:

Developer: Ardent Building, LLC

Address: PO Box 5509

City: Cary State: NC Zip: 27515

Phone: (919) 991-1428 Fax: Email: cschmidt@e1homes.com

Engineer: Jones & Cnossen Engineerring, PLLC - Patrick Kiernan

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: (919) 387-1174 Fax: Email: patrick@jonescnossen.com

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks 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.

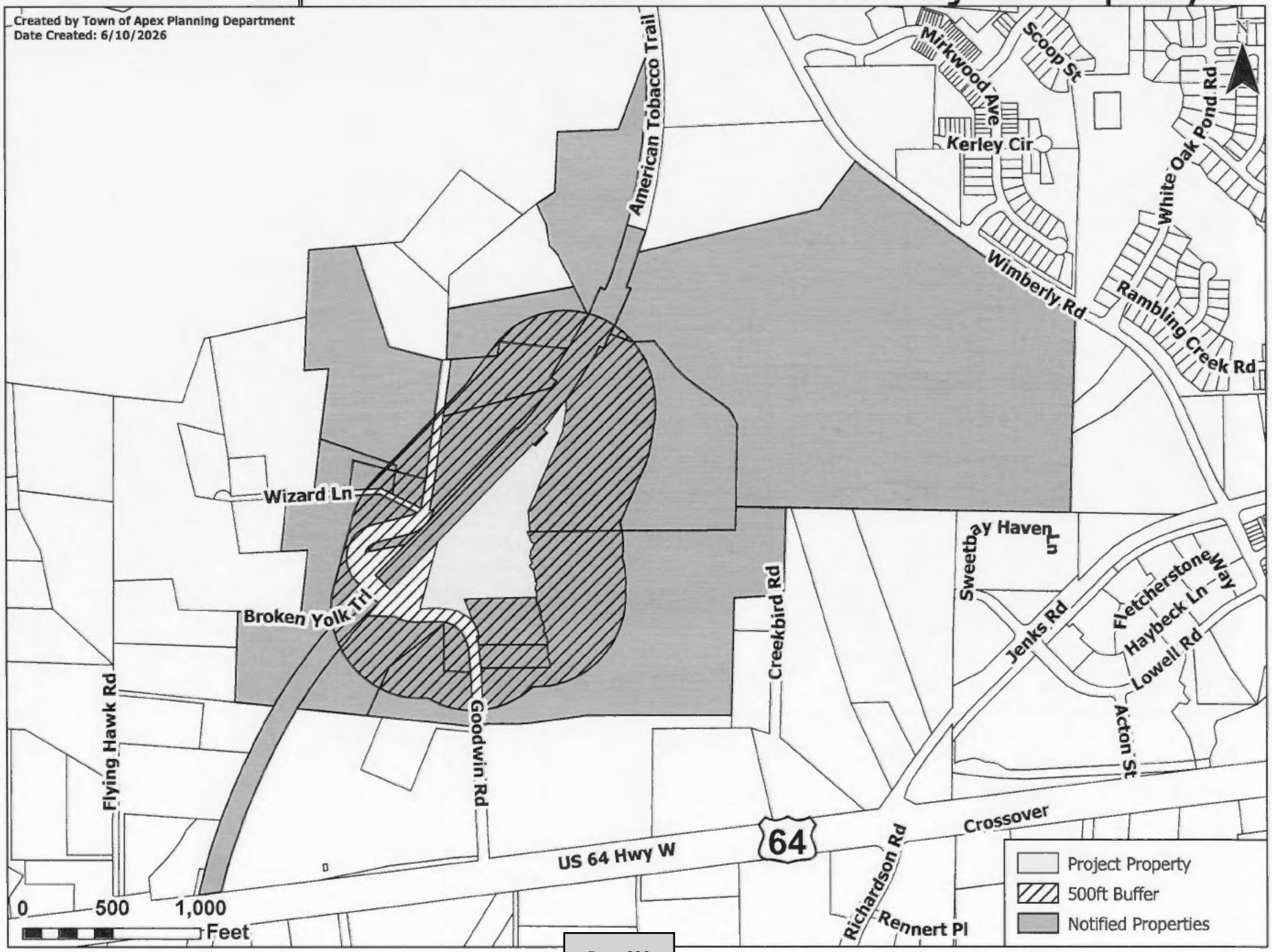
Stormwater Control Measures:	**Water Resources**	**919-362-8166**

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.

Notified Properties within 500ft of of the Project Property



PROPERTY ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS		
1421 GOODWIN RD	0722277037	BALL, DAVID BALL, JACQUELINE	1425 GOODWIN RD	APEX NC 27523-6782	
1425 GOODWIN RD	0722268940	BALL, DAVID C BALL, JACQUELINE F	1425 GOODWIN RD	APEX NC 27523-6782	
1409 GOODWIN RD	0722276468	BHANA REAL ESTATE LLC	320 FLATROCK LN	HOLLY SPRINGS NC 27540-7418	
3434 US 64 HWY W	0722165722	CARY TOWN OF	PO BOX 1147	CARY NC 27512-1147	
1400 WIMBERLY RD	0722488535	CARY TOWN OF APEX TOWN OF	REAL ESTATE DEPT TOWN OF CARY	PO BOX 8005	CARY NC 27512-8005
1324 WIMBERLY RD	0722385057	DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST	CHARLOTTE NC 28202-4200
3808 WIZARD LN	0722270838	GOODWIN, NANNIE L	3808 WIZARD LN	APEX NC 27523-8476	
1341 GOODWIN RD	0722271585	GOODWIN, W E HEIRS	C/O ETTA GOODWIN SMITH	3551 MCLAURIN RD	BEAR CREEK NC 27207-8347
1420 GOODWIN RD	0722265831	HATLEY, NANCY G	1420 GOODWIN RD	APEX NC 27523-8781	
0 GOODWIN RD	0722267455	KENNEDY, GEORGE G KENNEDY, LESLIE J	1217 GOODWIN RD	APEX NC 27523-8779	
0 GOODWIN RD	0722286189	KENNEDY, GEORGE GRADY TRUSTEE KENNEDY, LESLIE JEAN TRUSTEE	1217 GOODWIN RD	APEX NC 27523-8779	
8305 BROKEN YOLK TRL	0722164838	LEE, SHANYUNG TRUSTEE OUYANG, CHAOHUI TRUSTEE	8305 BROKEN YOLK TRL	APEX NC 27523-9602	
1336 GOODWIN RD	0722177519	MCLEAN, JAMES S	1336 GOODWIN RD	APEX NC 27523-9650	
1432 GOODWIN RD	0722263731	MEGLAUGHLIN, ROBERT J	1432 GOODWIN RD	APEX NC 27523-8781	
0 GOODWIN RD	0722375150	MPC RALEIGH LLC	189 S ORANGE AVE STE 1170	ORLANDO FL 32801-3256	
1328 WIMBERLY RD	0722362498	OTTAWAY, DANNY LEE OTTAWAY, JOAN M	1300 WIMBERLY RD	APEX NC 27523-8772	
1220 GOODWIN RD	0722189607	PAN, JANE C /TR	1220 GOODWIN RD	APEX NC 27523-8778	
1312 GOODWIN RD	0722272854	PAN-EDUCATIONAL SERVICES INC	1220 GOODWIN RD	APEX NC 27523-8778	
1404 GOODWIN RD	0722280921	ZHFA INVESTMENT TRUST	204 BLACK TIE LN	CHAPEL HILL NC 27514-6656	
		APEX TOWN OF	PO BOX 250	APEX NC 27502	
		Current Tenant	1312 Goodwin RD	APEX NC 27523	
		Current Tenant	1404 Goodwin RD	APEX NC 27523	
		Current Tenant	1421 Goodwin RD	APEX NC 27523	
		Current Tenant	1501 Goodwin RD	APEX NC 27523	
		Current Tenant	3228 US 64 HWY W	APEX NC 27523	
		Current Tenant	1408 Wimberly RD	APEX NC 27523	

Created by Town of Apex Planning Department
Date Created: 5/10/2026

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: Zoom

Date of meeting: June 29, 2026 Time of meeting: 5:30 PM - 6:30 PM

Property Owner(s) name(s): Bhana Real Estate LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Patrick Kiernan/Jones & Cnossen Engineering	221 N Salem St., Suite 001	(919) 387-1174	patrick@jonescnossen.com	☑
2.	James Green	8324 Broken Yolk Trail		[redacted]	☐
3.	Roger & Cynthia Goodwin, Nancy Hatley	1420 Goodwin Rd		[redacted]	☐
4.	Leslie Kennedy	1217 Goodwin Rd		[redacted]	☐
5.	David Ball	1421 Goodwin Rd		[redacted]	☐
6.	Corey Schmidt/Ardent Building LLC	7310 Self Storage Rd		cschmidt@e1homes.com	☐
7.	William Beyke	8345 Broken Yolk Trail		[redacted]	☐
8.	Jacky Ball	1425 Goodwin Rd		[redacted]	☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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Property Owner(s) name(s): Bhana Real Estate LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): _____

Meeting Address: Zoom

Date of meeting: June 29, 2026 Time of meeting: 5:30 - 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:

See attached Summary

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Neighborhood Meeting – Summary of Discussion

Question/Concern #1: Why would you be allowed to increase the density given that this is a Jordan Lake watershed and all the homes around here are large lots?

Applicant's Response: With land prices being what they are, a four lot subdivision would be very difficult to make work financially, and furthermore would only be viable if this could stay in the County's jurisdiction on well and septic. Unfortunately a soil study showed poor results for septic capability, so after many thoughts and ideas, this 8 lot maximum layout (with a rezoning and annexation into Apex) was the only design we could get to work.

Question/Concern #2: What measures will be taken to protect the watershed? This is a lot of new impervious and the runoff goes directly into White Oak Creek before flowing into Jordan Lake.

Applicant's Response: You are correct that there will be more impervious on site with the new rooftops and roadway, but we will be implementing a stormwater control measure to capture and treat this runoff. Furthermore, we plan to add a zoning condition to require treatment of the 25-year storm as opposed to the 10-year storm required by the state.

Question/Concern #3: What is a conditional rezoning and does that mean you can just change the conditions after the rezoning to increase the density?

Applicant's Response: A conditional rezoning just means that we will submit a text document with the rezoning application stating certain "conditions" that will become zoning law if this project is approved. Think of it as additional rules/guidelines in addition to the Town's UDO. Once the conditions are approved at Council, they are set in stone unless someone in the future applies for a different rezoning.

Question/Concern #4: We want this to stay quiet and rural, will there be street lights on this road? Is there a condition that would prohibit that?

Applicant's Response: We can attempt to write a condition about the street lighting, but I'm not sure if that's something the Town can/will bend on.

Question/Concern #5: Where will all the construction traffic park?
Applicant's Response: We will have a staging plan on the construction plans that designates a construction parking area to make sure no one parks on Goodwin Road. Once the road is constructed we will have guidance that all construction traffic must park on one side of the street to make sure the road is still drivable. But that would still be on the new road, not Goodwin Road.

Question/Concern #6: Would this development have an HOA? And will there be a buffer along Goodwin Road?
Applicant's Response: Yes, this development would need an HOA to own/maintain all areas that are not within private residential lots. Buffers, pond area, etc. According to the Apex UDO, there is no streetscape buffer required along Goodwin Road, but my client's intent is to have all homes fronting on the new spine road (not Goodwin Road), and I believe he would want to add a landscaped berm along Goodwin Road regardless of whether it is required.

Question/Concern #7: What measures will be taken to protect the existing wells in this area?
Applicant's Response: Since we will be on Town water, we will not be tapping into the existing water table for new domestic water usage. Regarding quality, we will look more into this to see if there are any clever ways to ensure well safety. I do not believe a site this small would cause any deterioration of water quality since the earthwork will be minimal. There will be less infiltration of natural soils to feed into the water table because of our new layout + stormwater device, but given the history of this site, it sounds like the soils are probably not the best for water quality as it is.

Question/Concern #8: What measures will be taken to protect the surrounding properties from dirty runoff during construction?
Applicant's Response: We will have an erosion control plan that will guide the contractors on how to keep all dirty water on site. Our job as engineers is to design in such a way that dirty water is not leaving the site and entering the stream system. With as large as these lots will be, I do not think we will have an issue with keeping everything on site. We should have adequate spacing around the perimeter of all new lots in order to install sediment basins and/or diversion ditches. As was mentioned earlier, the existing soils are a lot of wasted soils from the construction of US-64. It

was never properly compacted or stabilized, so one would think the ground is currently in active erosion and sedimentation. If anything, especially when all is said and done, the stormwater and erosion control status of this property should be improved from how it is today.

Question/Concern #9: The nearby construction site is tearing up the surface of Goodwin Road. There were promises made about re-surfacing but that never happened. Will you be doing that?
Applicant's Response: That is certainly the type of condition that could be added if our clients choose to offer that. I will say, it is possible that the Apex Light Industrial site just hasn't done their road improvement work *yet*. That is typically done towards the end of a project to avoid further deterioration of new road (while the site is in active construction). Even if they never do, and we agree to a condition to do it ourselves, it would probably be close to 18 months before the roadwork is done on Goodwin. It might be worth a discussion with NCDOT to see if they would consider a scheduled re-surfacing (not tied to any specific development).

Question/Concern #10: Is there any consideration to re-aligning Goodwin Road?
Applicant's Response: Ironically this was discussed during the pre-application meeting, but due to the controlled access across the American Tobacco Trail (and the significant topography that exists further north), we will be unable to re-align the road.

Question/Concern #11: [After that question I brought up the idea from the Town staff to add a trailhead and parking lot near the American Tobacco Trail access].....Q: The last thing we want is to invite more traffic onto Goodwin Road, that does not sound like a good idea. Is that required? Because we will not support that if it's part of this rezoning.
Applicant's Response: This was suggested by the Town, but we are not required to do so. I believe there will be a push from Town staff and/or Town Council to add this as a condition, but if the neighborhood is unified in their opposition, then we will try our best to keep the trailhead out of the conversation.

Question/Concern #12: Similar question about the bike lane on Goodwin Road. We do not want to encourage cyclists coming from 64 to use Goodwin Road. 64 is not safe for cyclists as it is.
Applicant's Response: We can discuss this further with the Town, but it is part of their long-range Transportation plan to have a bicycle route on this corridor. My assumption is because of the access to the American Tobacco Trail. I understand your perspective about 64, but especially with

the new Apex Light Industrial project, it is possible that someone living in Cary or Durham could theoretically bike to work by using the American Tobacco Trail. If Goodwin Road continues the bike lane all the way to the new industrial site, then that would be a benefit. That said, this is a Town requirement; not something that we are voluntarily pushing for. We will discuss your concerns with Town staff.

Question/Concern #13: How will noise pollution be addressed? The current construction site is very loud and intrusive.

Applicant's Response: We do not have a means to directly mitigate noise, however construction can be limited to certain days or hours if that is something that could help. In general, though, the amount of sitework required for this small development will be insignificant compared to the Apex Light Industrial site. I'm sure that site has dozens of crews working at any given time, but for our site we're really just talking about a small-scale site contractor that should be in-and-out pretty quickly.

Question/Concern #14: What is the plan for sewer and water? If you extend utilities across our properties [David and Jacqueline Ball], there will be impact and destruction to our front yard and small orchard.

Applicant's Response: Some of that is yet to be determined, but we know that the waterline will need to be extended up Goodwin Road (where it currently ends with Apex Light Industrial). We have reached out to NCDOT and have received a tentative response that we should be able to install the waterline within the Goodwin Road R/W so as to avoid adverse impacts to your property. Sewer will need to reach the pump station that is being built with the Industrial project. Which route we decide to go remains to be seen, but they will be designed as sort of a hybrid, where we will have individual STEP septic tanks that individually pump out the gray water back to the Apex Pump Station.

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

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

I, Patrick L. Kiernan, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 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 Zoom (location/address) on June 29 2026 (date) from 5:30 PM (start time) to 7:00 PM (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

6/30/26
Date

By: Patrick L. Kiernan

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ CHATHAM

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 30th day of June, 2026.

SEAL

ERIN MARCUM
NOTARY PUBLIC
Chatham County
North Carolina
My Commission Expires November 19, 2030

Notary Public

Erin Marcum
Print Name

My Commission Expires: November 19, 2030

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*	Ardent Building, LLC
Company Phone *Number*	(919) 991-1428
Developer Representative *Name*	Corey Schmidt
Developer Representative *Phone Number*	(919) 991-1428
Developer Representative *Email*	cschmidt@e1homes.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	Unknown
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	To be determined
Address of Subdivision (if unknown enter nearest cross streets)	1409 Goodwin Rd
REID(s)	0181243
PIN(s)	0722-27-6466

Projected Dates *Information*	
Subdivision *Completion Date*	~ End of '27
Subdivision *Projected First Occupancy Date*	~ Spring '28

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	8						8	4000	7000	1 mil	2 mil	2028	4	2029	4		
Townhomes																	
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

NOTICE OF NEIGHBORHOOD MEETING

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

August 31, 2026
Date

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

1409 Goodwin Rd — Address(es)
0722-27-6466 — 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)):

Rezoning to change this 8.9 acre parcel from R80W (Wake County zoning) to RR-CZ to allow for a single family residential development (max. number of lots = 8). This would also involve Annexation to the Town of Apex to receive public utility services. This also requires a Land Use Map amendment from Rural Density Residential to Rural Transition Residential (equivalent to 1 unit/acre).

Estimated submittal date: project was submitted July 01, 2026 ***This is the second required neighborhood meeting.***

MEETING INFORMATION:

Property Owner(s) name(s): Bhana Real Estate LLC
Applicant(s): Jones & Cnossen Engineering, PLLC
Contact information (email/phone): patrick@jonescnossen.com/(919) 387-1174
Meeting Address: Zoom - see enclosed details
Date/Time of meeting**: September 14, 2026 5:30 PM - 6:30 PM
Welcome: 5:30 PM Project Presentation: 5:35 - 6:00 PM Question & Answer: 6:00 - 6:30 PM

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

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Zoom Meeting Details – 1409 Goodwin Rd Rezoning

When: September 14, 2026 05:30 PM Eastern Time (US and Canada)

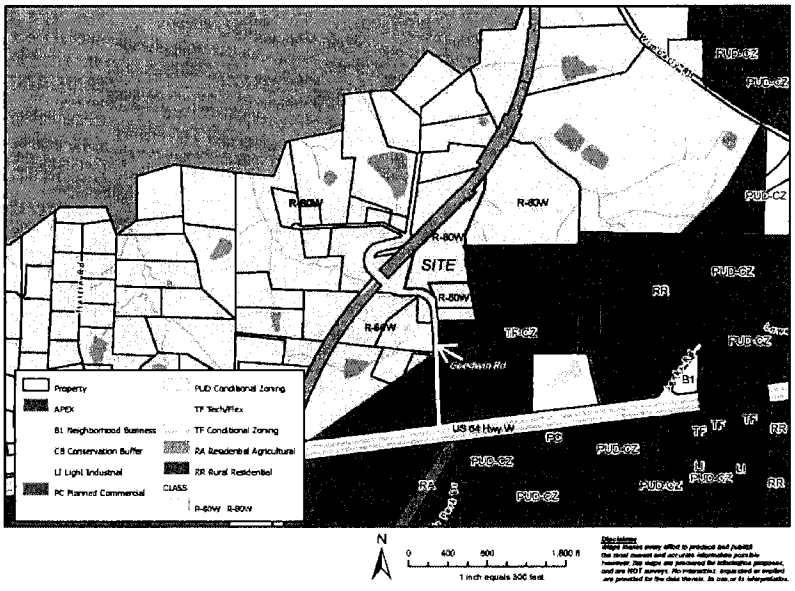
Register using the QR code:

Or go to: www.zoom.com. Click on "JOIN". Enter the Meeting ID: 872 0139 1930 and then the Passcode: 486959

Provide your First & Last Name, Email address, and Street address. This will help with attendance at the meeting and register you for the meeting. You will then receive an email confirmation with a link to join the meeting on September 14th.

Or to join the meeting by phone: dial (253) 215-8782 or (301) 715-8592 and enter the Meeting ID 872 0139 1930 and the Passcode 486959. If there are any questions regarding the upcoming meeting or you experience any issues registering for the meeting, please contact our office for assistance.

Vicinity & Zoning Exhibit



2045 Land Use Map Excerpt (LUM)
Town of Apex

1409 Goodwin Rd
Current LUM Designation: Rural Density Residential

Requested LUM Designation: Rural Transition Residential



PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 1409 Goodwin Rd Zoning: RR-CZ

Location: 1409 Goodwin Rd

Property PIN(s): 0722-27-6466 Acreage/Square Feet: 8.83

Property Owner: Bhana Real Estate LLC

Address: 320 Flatrock Ln

City: Holly Springs State: Nc Zip: 27540

Phone: _____ Email: _____

Developer: Ardent Building, LLC

Address: PO Box 5509

City: Cary State: NC Zip: 27515

Phone: (919) 991-1428 Fax: _____ Email: cschmidt@e1homes.com

Engineer: Jones & Cnossen Engineerring, PLLC - Patrick Kiernan

Address: 221 N. Salem St., Suite 001

City: Apex State: NC Zip: 27502

Phone: (919) 387-1174 Fax: _____ Email: patrick@jonescnossen.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks 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.

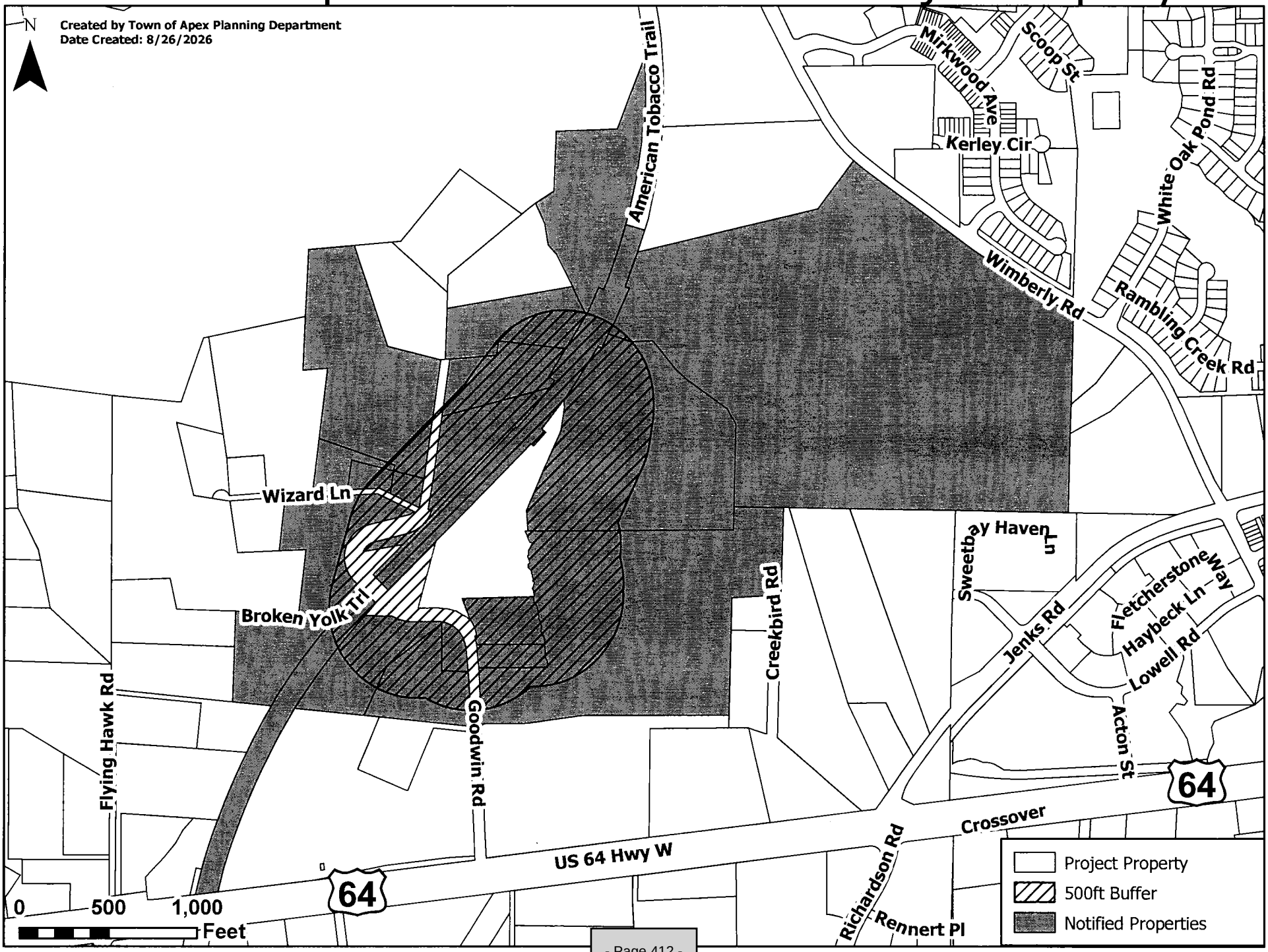
Stormwater Control Measures: **Water Resources** **919-362-8166**

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.

Notified Properties within 500ft of the Project Property



SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
1421 GOODWIN RD	0722277037	BALL, DAVID BALL, JACQUELINE	1425 GOODWIN RD	APEX NC 27523-6782
1425 GOODWIN RD	0722268940	BALL, DAVID C BALL, JACQUELINE F	1425 GOODWIN RD	APEX NC 27523-6782
1409 GOODWIN RD	0722276466	BHANA REAL ESTATE LLC	320 FLATROCK LN	HOLLY SPRINGS NC 27540-7418
3434 US 64 HWY W	0722166722	CARY TOWN OF	PO BOX 1147	CARY NC 27512-1147
1400 WIMBERLY RD	0722488535	CARY TOWN OF APEX TOWN OF	REAL ESTATE DEPT TOWN OF CARY	PO BOX 8005 CARY NC 27512-8005
1324 WIMBERLY RD	0722385057	DUKE ENERGY PROGRESS INC	TAX DEPT - DEC41B	550 S TRYON ST CHARLOTTE NC 28202-4200
3808 WIZARD LN	0722270838	GOODWIN, NANNIE L	3808 WIZARD LN	APEX NC 27523-8476
1341 GOODWIN RD	0722271585	GOODWIN, W E HEIRS	C/O ETTA GOODWIN SMITH	3551 MCLAURIN RD BEAR CREEK NC 27207-9347
1420 GOODWIN RD	0722265931	HATLEY, NANCY G	1420 GOODWIN RD	APEX NC 27523-6781
0 GOODWIN RD	0722287455	KENNEDY, GEORGE G KENNEDY, LESLIE J	1217 GOODWIN RD	APEX NC 27523-6779
0 GOODWIN RD	0722286189	KENNEDY, GEORGE GRADY TRUSTEE KENNEDY, LESLIE JEAN TRUSTEE	1217 GOODWIN RD	APEX NC 27523-6779
8305 BROKEN YOLK TRL	0722164838	LEE, SHANYUNG TRUSTEE OUYANG, CHAOHUI TRUSTEE	8305 BROKEN YOLK TRL	APEX NC 27523-9602
1336 GOODWIN RD	0722177519	MCLEAN, JAMES S	1336 GOODWIN RD	APEX NC 27523-9650
1432 GOODWIN RD	0722263731	MEGLAUGHLIN, ROBERT J	1432 GOODWIN RD	APEX NC 27523-6781
0 GOODWIN RD	0722375150	MPC RALEIGH LLC	189 S ORANGE AVE STE 1170	ORLANDO FL 32801-3266
1328 WIMBERLY RD	0722392498	OTTAWAY, DANNY LEE OTTAWAY, JOAN M	1300 WIMBERLY RD	APEX NC 27523-6772
1220 GOODWIN RD	0722189607	PAN, JANE C /TR	1220 GOODWIN RD	APEX NC 27523-6778
1312 GOODWIN RD	0722272854	PAN-EDUCATIONAL SERVICES INC	1220 GOODWIN RD	APEX NC 27523-6778
1404 GOODWIN RD	0722260921	ZHFA INVESTMENT TRUST	204 BLACK TIE LN	CHAPEL HILL NC 27514-6656
		APEX TOWN OF	PO BOX 250	APEX NC 27502
		Current Tenant	1312 Goodwin RD	APEX NC 27523
		Current Tenant	1404 Goodwin RD	APEX NC 27523
		Current Tenant	1421 Goodwin RD	APEX NC 27523
		Current Tenant	1501 Goodwin RD	APEX NC 27523
		Current Tenant	3228 US 64 HWY W	APEX NC 27523
		Current Tenant	1408 Wimberly RD	APEX NC 27523

Created by Town of Apex Planning Department
Date Created: 8/26/2026

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: Zoom

Date of meeting: September 14, 2026 Time of meeting: 5:30 PM - 6:30 PM

Property Owner(s) name(s): Bhana Real Estate LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Patrick Kiernan/Jones & Cnossen Engineering	221 N Salem St., Suite 001	(919) 387-1174	patrick@jonescnossen.com	☑
2.	James Green	8324 Broken Yolk Trail		[redacted]	☑
3.	Kimberly Bottoms	3829 Wizard Ln		[redacted]	☑
4.	Roger & Denise Goodwin	1420 Goodwin Rd		[redacted]	☑
5.	David Ball	1421& 1425 Goodwin Rd		[redacted]	☑
6.	Corey Schmidt/Ardent Building LLC	1953 Steeple Chase Bend		cshmidt@e1homes.com	☑
7.	George Kennedy	1217 Goodwin Rd		[redacted]	☑
8.	Leslie Kennedy	1217 Goodwin Rd		[redacted]	☑
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): Bhana Real Estate LLC

Applicant(s): Jones & Cnossen Engineering, PLLC

Contact information (email/phone): patrick@jonescnossen.com; (919) 387-1174

Meeting Address: Zoom

Date of meeting: September 14, 2026 Time of meeting: 5:30 - 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:

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, Patrick L. Kiernan, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 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 Zoom (location/address) on September 14, 2026 (date) from 5:30 PM (start time) to 7:15 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.

9/15/26
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ CHATHAM

Sworn and subscribed before me, Erin Marcum, a Notary Public for the above State and County, on this the 15th day of September, 2026.

SEAL

ERIN MARCUM
NOTARY PUBLIC
Chatham County
North Carolina
My Commission Expires November 19, 2030

_____
Notary Public

Erin Marcum
Print Name

My Commission Expires: November 19, 2030

Jones & Cnossen
ENGINEERING, PLLC
Civil Engineering | Construction Management | Land Planning

221 N. SALEM ST, SUITE 001
PO BOX 1062
APEX, NC 27502
Office: 919-387-1174
Fax: 919-387-3375
www.jonescnossen.com

Neighborhood Meeting – Summary of Discussion

Question/Concern #1: In the rezoning application, you mentioned "slight" increase in density when it's actually doubling. That seems misleading. That section of the application [the *Legislative Considerations*] also only concerns Town of Apex citizens or Public Facilities, so it appears that community involvement is not important to you since the surrounding neighbors are in County jurisdiction.

Applicant's Response: It's a matter of perspective I suppose – the increase would go from appx. 0.5 units per acre to 1 unit per acre. We often work with developments that are low, medium or high density, on a much larger scale. To me, this is a slight increase, but I understand you may have a different perspective. Regarding community involvement, we have continued to keep all of the neighbors in the loop with our progress, and have been responsive via email to several neighbors over the last 2+ months. We have also added a handful of additional zoning conditions to help satisfy concerns that different neighbors have had. I do not think we have given any reason to think we are not concerned with the Goodwin Road community just because they are outside Town of Apex jurisdiction. The *Legislative Considerations* section of the application is standard, state-required questions to acknowledge impacts to the existing public facilities (and citizens), so if my answers were too specifically geared towards the Town of Apex, its nothing more than semantics and certainly not intended to be exclusive to Apex residents.

Question/Concern #2: What measures will be taken to protect the surrounding properties from dirty runoff during construction, including the stream on the south side of Goodwin Road?

Applicant's Response: The design plans will include an Erosion Control Plan which describes how the contractor should mitigate and prevent sedimentation of downstream properties/features. If there is concern with sediment running off towards Goodwin Road and affecting the existing stream on the south side of the road, then additional erosion control measures can be added near Goodwin Road in order to prevent that from happening.

Question/Concern #3: Will you be making a 10' path connection from Apex Light Industrial all the way to the ATT?

Applicant's Response: No, this connection was requested by the Town, but based on the discussions we had at the 1st neighborhood meeting, we told the Planning staff that the Goodwin Road community is not in favor of that path.

Question/Concern #4: How will the new houses be screened from Goodwin Road?

Applicant's Response: We have included a new condition which requires a landscaped berm to be constructed outside the Goodwin Road R/W, within a private landscape easement.

Question/Concern #5: How will you ensure that construction does not occur outside the acceptable hours of construction?

Applicant's Response: Other than suggesting that you call the Zoning Compliance Officer, we could always add a zoning condition which further spells out the allowable times for construction. [Input from project developer that we could add a physical sign at the entrance to the construction site which states the allowable hours of construction, in both English and Spanish.]

Question/Concern #6: Can we avoid overhead street lighting internal to the neighborhood.

Applicant's Response: Yes, in response to a previous concern from the community, we have coordinated with Apex Electric and have written in a zoning condition that prohibits overhead street lighting. The only caveat is that any public crosswalks would need to be illuminated for safety purposes, so there would likely be a single pole or light source for the crosswalk.

Question/Concern #7: [Question from Mr. Ball, the adjacent owner] So a crosswalk light pole that will be shining directly into my bedroom window?

Applicant's Response: In addition to the condition that prohibits overhead street lighting, we have added wording that house-side shields would be installed on any new home construction for lots that are adjacent to existing residential properties. Yours is the only adjacent residential property, so I had you specifically in mind with that condition. I would be happy to explore some sort of shielding option for this crosswalk light source as well.

Question/Concern #8: How will this site visually impact the American Tobacco Trail?

Applicant's Response: We are proposing a 50' landscape buffer along the ATT, but there is also significant elevation change from our proposed lots down to the ATT. We do not have the same 50' landscape buffer near the southwest corner, but there is a triangular section of woods that exists within public R/W that should be thick enough to screen the back of the southern-most homes.

Question/Concern #9: [Question from Mr. Goodwin, representing Nancy Hatley, the owner of PIN #0722-26-5931]: Where will the entrance connect to Goodwin Road in relation to Mrs. Hatley's residence? I want to avoid a scenario where headlights leaving the neighborhood would be shining into her home.

Applicant's Response: Based on our current road configuration, I do not believe that would be the case, but since right now we just have a concept layout that is not set in stone, hopefully we can provide you with a little more assurance. [Input from project developer about adding a condition for a white vinyl fence along Goodwin Road *if* this visual impact occurs….after going back and forth about ideas/options, and the difficulty with an *if/then* condition, the project developer offered a condition that would commit a row of evergreens along the inside of the Goodwin Road curve, outside the Public R/W, to ensure proper screening is achieved – regardless of site design]

Question/Concern #10: Where will school buses stop?

Applicant's Response: I do not know for sure, but based on the small number of new rooftops, I would not expect this development to warrant a bus stop. I believe buses would turn into the development and use the cul-de-sac to turn around.

Question/Concern #11: Can you explain where the septic systems will be pumped to?

Applicant's Response: We are currently working with Duke Energy in order to acquire an off-site utility easement. Our sewer is planned to pump towards the east, across the Duke substation parcel, and ultimately drain into the new sewer pump station located in the northeast corner of Apex Light Industrial.

Question/Concern #12: What will these new home sizes be?

Applicant's Response: It will be dependent on the market and whatever the buyers desire, but if we had to guess these homes will likely exceed 3,500 SF each.

Question/Concern #13: Those house sizes are huge, and with 4 additional rooftops compared to the current zoning, this will result in a major population explosion. Goodwin Road was not built to handle that much traffic.

Applicant's Response: NCDOT should investigate the existing pavement structure as part of their review process, and if improvements are needed it will be stated in the required Encroachment Agreements (since we will be doing work inside the NCDOT R/W). That said, this development with a max. of 8 new homes should only produce a trip generation of <20 trips during the AM or PM peak hours. The size of this is way below the threshold for requiring a Traffic Impact Analysis, but NCDOT should still review the trip generation data to analyze whether additional improvements should be needed along Goodwin Road. From a roadway design standpoint, this small increase in # of homes should not qualify as a major population increase.

Question/Concern #13: What is the expected timeline for construction?

Applicant's Response: If the process moves forward efficiently, we could be looking at a construction start date around mid-summer of 2027. The site work will probably take ~6 months or less, and then once the subdivision plat is recorded, individual home construction may begin. Since these will be custom built, it is likely that the construction would be staggered to where there are 1-3 homes being constructed at a time (depending on builder timeline, etc). It's possible that the home construction for all 8 homes could spread out over a few years.

Question/Concern #14: If any of these commitments are not upheld, should we call the County Sherriff or Apex PD? There is jurisdictional confusion whenever we call about the Apex Light Industrial project.

Applicant's Response: I can understand the confusion from the police perspective, but from a development-enforcement perspective, your concerns should be taken up with the Town of Apex. The contact information for the Zoning Compliance Officer is included in the neighborhood meeting packet, so any time you think a contractor is overstepping, that is who I would recommend contacting, rather than the police. If the project is out of compliance, it is possible that the Town would issue a Notice of Violation, which can come with a financial penalty.

Question/Concern #15: Where will stormwater be discharged into the creek?

Applicant's Response: We are planning for a stormwater control device near the northern corner of the property, located in line with a natural draw. Our stormwater will be conveyed to this SCM via roadside swales in an effort to achieve a "low development density" option.

Question/Concern #16: If the mail kiosk area is planned for the corner near the entrance, will the mailman be accessing that area directly off Goodwin Road?

Applicant's Response: No, if the kiosk ends up in that area, then the access would come directly from the new road in the subdivision, it would not hold up traffic on Goodwin Road.

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Authorized Agent: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Property Address: 1409 Goodwin Road
Acreage: ±8.93 acres
Property Identification Number (PIN): 0722276466
2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Property: Wake County, Residential-80 Watershed District (R-80W)
Proposed Zoning of Property: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

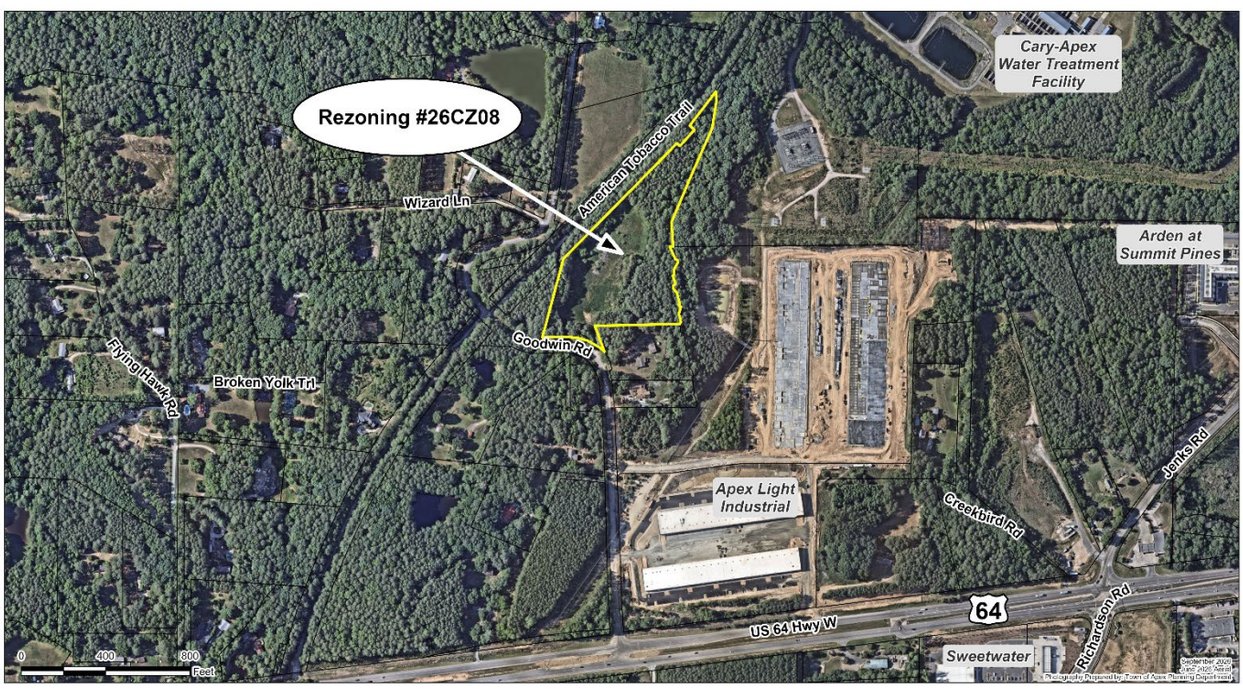
Planning Board Public Hearing Date and Time: October 12, 2026 at 4:30 PM

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/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/55509.

Dianne F. Khin, AICP
Planning Director

Published Dates: September 25 – October 12, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Agente autorizado: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Dirección de la propiedad: 1409 Goodwin Road
Superficie: ±8.93 acres
Números de identificación de la propiedad: 0722276466
Designación en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de la propiedad: Wake County, Residential-80 Watershed District (R-80W)
Ordenamiento territorial propuesto para la propiedad: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

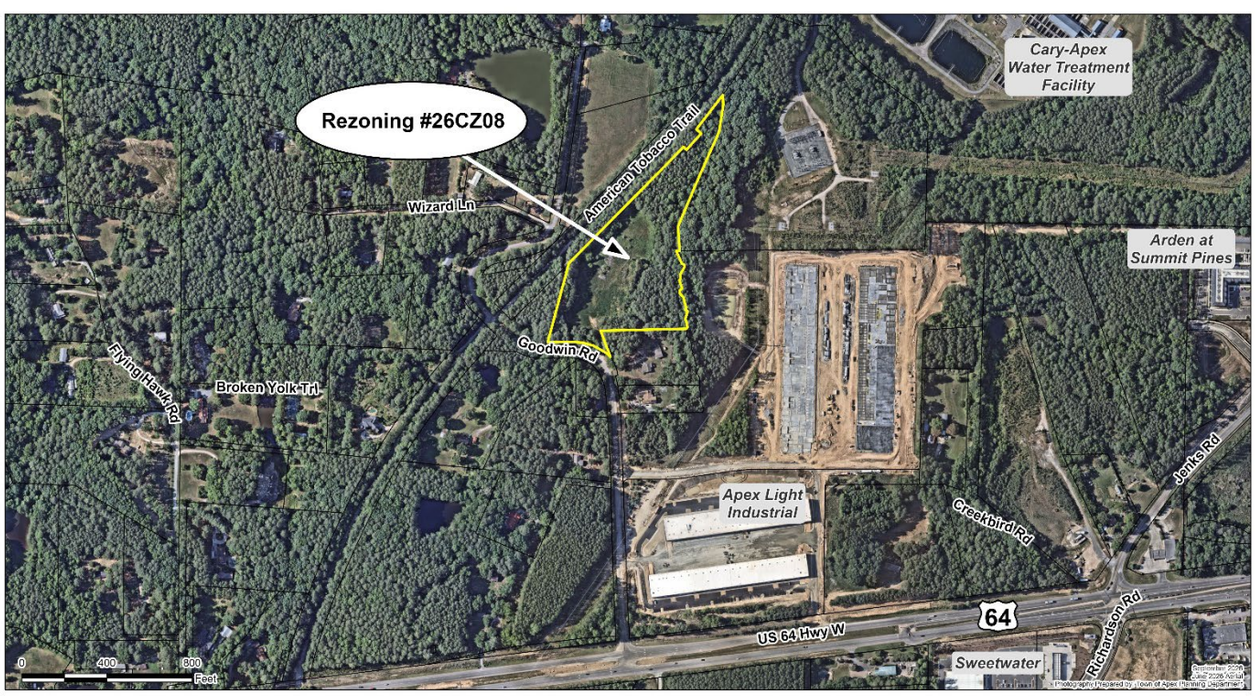
Fecha y hora de la audiencia pública de la Junta de Planificación: 12 de octubre de 2026 a 4:30 P.M.

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 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.

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/55509.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 25 de septiembre - 12 de octubre

AGENDA

https://www.apexnc.org/DocumentCenter/View/56507/PB-Public-Notice-26CZ08-Combined

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm... | Apex Pages | Documents - One... | Training | Employee Olympics | ECU PiratePort | ECU

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 #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Authorized Agent: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
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Existing Zoning of Property: Wake County, Residential-80 Watershed District (R-80W)
Proposed Zoning of Property: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: October 12, 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/lmaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/678. 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/55509.

Dianne F. Khin, AICP
Planning Director

Published Dates: September 25 – October 12, 2026

Search | 58°F Sunny | 9:49 AM 9/25/2026

AGENDA

https://www.apexnc.org/DocumentCenter/View/56507/PB-Public-Notice-26CZ08-Combined

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm... | Apex Pages | Documents - One... | Training | Employee Olympics | ECU PiratePort | ECU

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 #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Agente autorizado: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Dirección de la propiedad: 1409 Goodwin Road
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Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de la propiedad: Wake County, Residential-80 Watershed District (R-80W)
Ordenamiento territorial propuesto para la propiedad: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 12 de octubre 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/lmaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/678. 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/55509.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 25 de septiembre - 12 de octubre de 2026

Search | 58°F Sunny | 9:50 AM 9/25/2026

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 #26CZ08
Project Location:	1409 Goodwin Road
Applicant or Authorized Agent:	Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Planning Board Public Hearing Date:	October 12, 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 September 25, 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.

9/28/2026
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 28th day of SEPTEMBER, 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 #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Authorized Agent: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Property Address: 1409 Goodwin Road
Acreage: ±8.93 acres
Property Identification Number (PIN): 0722276466
2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Property: Wake County, Residential-80 Watershed District (R-80W)
Proposed Zoning of Property: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

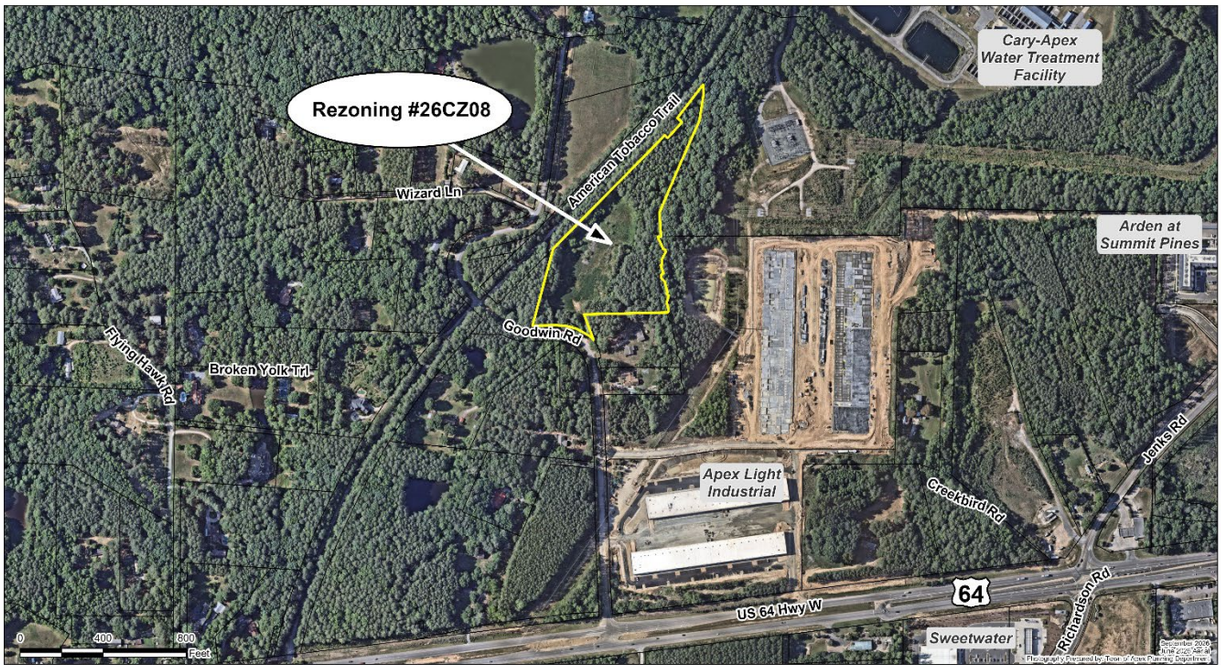
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: October 27, 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/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/55509.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2-October 27, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ08
1409 Goodwin 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:

Solicitante: Ardent Building, LLC
Agente autorizado: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Dirección de la propiedad: 1409 Goodwin Road
Superficie: ±8.93 acres
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Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

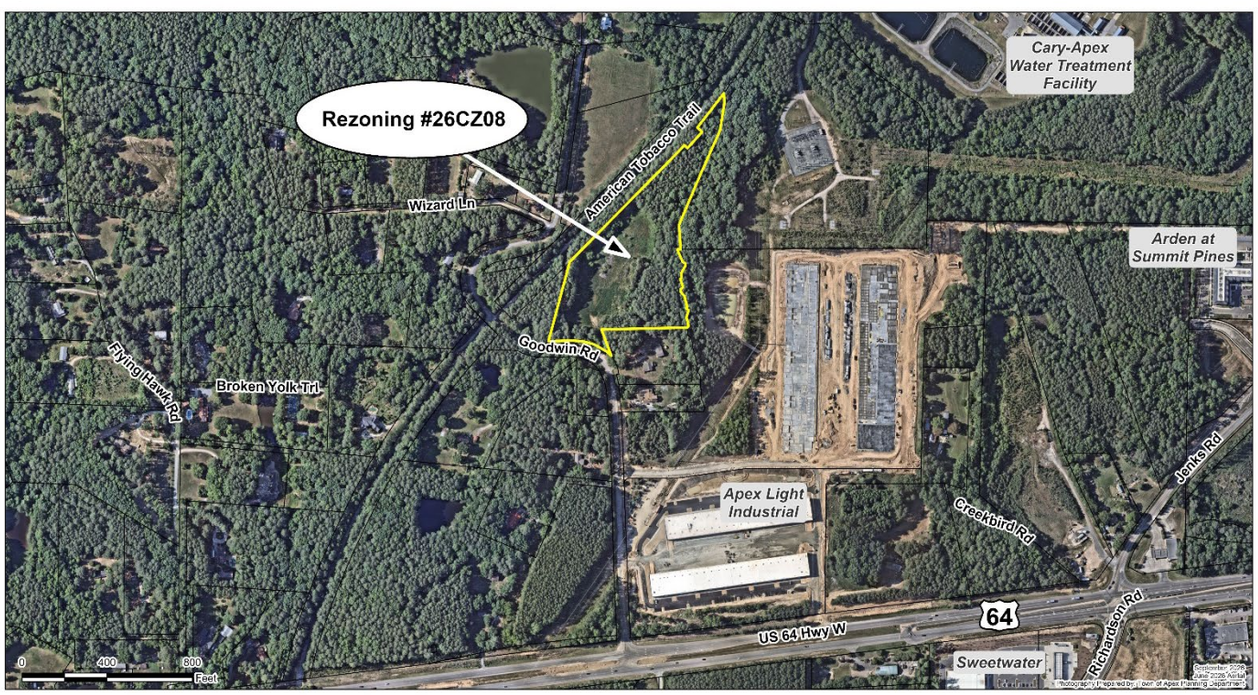
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/55509.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre- 27 de octubre de 20

AGENDA

https://www.apexnc.org/DocumentCenter/View/56613/TC-Public-Notice-26CZ08-Combined?bidId=

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm...

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 #26CZ08
1409 Goodwin 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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Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

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Town Council Public Hearing Date and Time: October 27, 2026 at 6:00 PM
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Dianne F. Khin, AICP
Planning Director

Published Dates: October 2-October 27, 2026

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10/2/2026

AGENDA

https://www.apexnc.org/DocumentCenter/View/56613/TC-Public-Notice-26CZ08-Combined?bidId=

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm...

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 #26CZ08
1409 Goodwin 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:

Solicitante: Ardent Building, LLC
Agente autorizado: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Dirección de la propiedad: 1409 Goodwin Road
Superficie: ±8.93 acres
Números de identificación de la propiedad: 0722276466
Designación en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de la propiedad: Wake County, Residential-80 Watershed District (R-80W)
Ordenamiento territorial propuesto para la propiedad: Rural Residential-Conditional Zoning (RR-CZ)

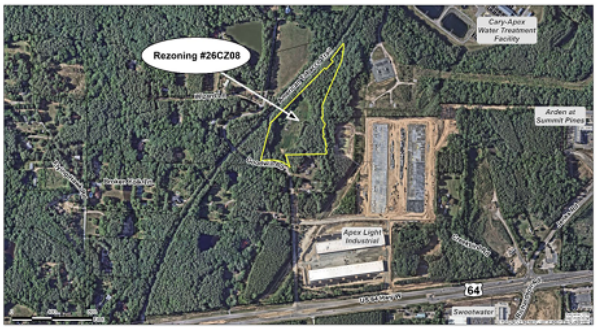
Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/55509.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre- 27 de octubre de 2026

DOW +0.63%
10:42 AM
10/2/2026

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 #26CZ08
Project Location:	1409 Goodwin Road
Applicant or Authorized Agent:	Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Town Council Public Hearing Date:	October 27, 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 October 2, 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.

10/5/2026
Date

Planning Director

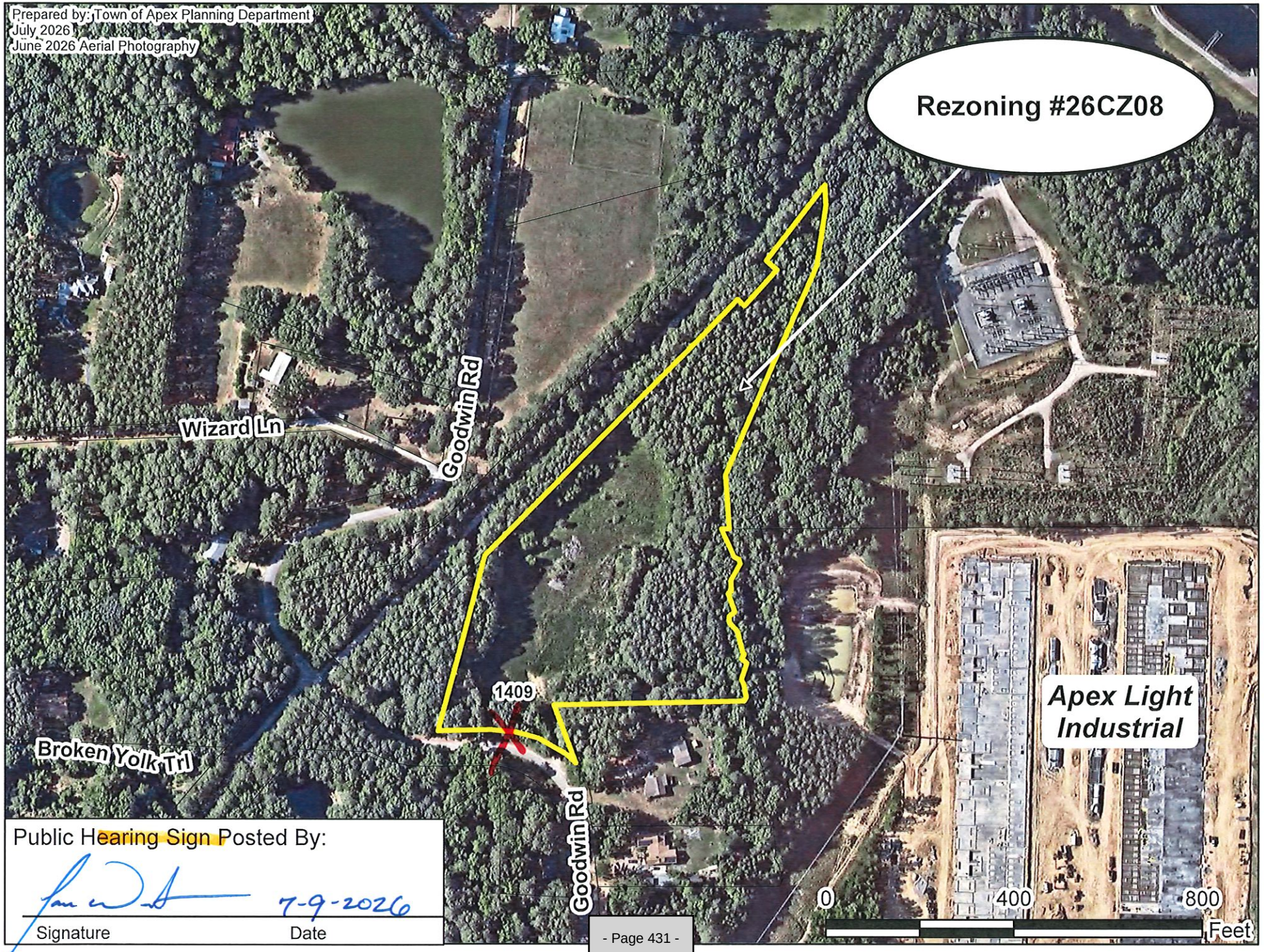
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above State and County, this the 5th day of OCTOBER, 2026.

Notary Public

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

My Commission Expires: 10/3/2027



Public Hearing Sign Posted By:

7-9-2026

Signature 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

July 22, 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: July 1, 2026
- Name of development: 26CZ08 1409 Goodwin Rd
- Address of rezoning: 1409 Goodwin Rd
- Total number of proposed residential units: 8
- 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: 26CZ08 1409 Goodwin Road

Planning Board Meeting Date: October 12, 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: ± 8.93 acres

PIN(s): 0722276466

Current Zoning: Wake County Residential-80 Watershed District (R-80W)

Proposed Zoning: Rural Residential-Conditional Zoning (RR-CZ)

Current 2045 Land Use Map: Rural Density Residential

If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential

Town Limits: Outside (currently Wake County) – annexation is required at the time of rezoning

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: _____

If the rezoning is approved as proposed, the 2045 Land Use Map will be automatically amended to Rural Transition Residential per State law.

☑ 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: If the rezoning is approved as proposed, the 2045 Land Use Map will be automatically amended to Rural Transition Residential per State law.

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 as proposed by staff

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Mark Spanioli

☐ *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:

Recommended approval if the additional condition proposed by staff is added by the applicant.

☐ *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 12th day of October 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.10.12 18:44:56 -04'00'

Amanda Bunce, Assistant Planning Director

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 8.93 ACRES LOCATED AT 1409 GOODWIN ROAD FROM WAKE COUNTY RESIDENTIAL-80 WATERSHED (R-80W) TO RURAL RESIDENTIAL-CONDITIONAL ZONING (RR-CZ)

#26CZ08

WHEREAS, Patrick Kiernan, Jones & Cnossen Engineering, PLLC, authorized agent (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of July 2026 (the "Application"). The proposed conditional zoning is designated #26CZ08;

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 #26CZ08 before the Planning Board on the 12th day of October 2026;

WHEREAS, the Apex Planning Board held a public hearing on the 12th day of October 2026, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #26CZ08. A motion was made by the Apex Planning Board to recommend approval if an additional condition requested by staff was added; the motion passed unanimously for the application for #26CZ08;

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 #26CZ08 before the Apex Town Council on the 27th day of October 2026;

WHEREAS, the Apex Town Council held a public hearing on the 27th day of October 2026. Thomas Rayle, 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 #26CZ08 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 not consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this property as Rural Density Residential and approval of this rezoning will automatically amend the 2045 Land Use Map to Rural Transition Residential. This designation on the 2045 Land Use Map includes the zoning district Rural Residential-Conditional Zoning (RR-CZ). The Apex Town Council has further considered that the proposed rezoning to Rural Residential-Conditional Zoning (RR-CZ) will 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: it provides a transition between the non-residential uses to the south and east and the large-lot residential properties primarily west of the American Tobacco Trail corridor. Furthermore, the rezoning provides stricter architectural conditions than the UDO requires, provides stormwater measures above UDO standards, and incorporates typical suggested conditions from the Apex Environmental Advisory Board; and

WHEREAS, following the public hearing on October 27, 2026, the Apex Town Council by a vote of ___ to ___ approved Application #26CZ08 rezoning the subject tract located at 1409 Goodwin Road from Wake County Residential-80 Watershed (R-80W) to Rural Residential-Conditional Zoning (RR-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 Wake County Residential-80 Watershed (R-80W) to Rural Residential-Conditional Zoning (RR-CZ), subject to the conditions stated herein.

Section 3: The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

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

Permitted Uses:

- Single-Family
- Accessory Apartment
- Utility, minor
- Park, active
- Park, passive
- Greenway

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 for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. The garage shall not protrude more than 1 foot out from the front façade or front porch. Living space above a garage shall not be considered part of the front façade.
5. 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.
6. Garage doors shall have windows, decorative details or carriage-style adornments on them.
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 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. House entrances for units with front-facing garages shall have a prominent covered porch/stoop area leading to the front door.
10. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around any non masonry set windows.
11. Front porches shall be a minimum of 6 feet deep.

Additional Zoning Conditions:

1. The number of resultant residential lots of this rezoning shall be limited to 8 single family units, equivalent to approximately 0.9 dwelling units per acre.
2. Signage shall be provided in HOA areas surrounding SCMs, regarding the need to eliminate and reduce fertilizer and pet waste near SCMs.
3. Developer shall install pollinator-friendly and native flora within SCM planting areas.
4. At least 75% of the plant species used in the landscape design shall be native species to the eastern U.S. 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. Refer to the Town of Apex Design and Development Manual for further guidance.
5. No single species of vegetation shall constitute more than 20% of the plant material of its type within a single development site, not including lawns.
6. Perimeter buffers, SCMs, and other HOA maintained areas may be planted with clover or warm season grasses for drought resistance.
7. HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns.
8. 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.
9. HOA covenants shall not restrict the construction of accessory dwelling units.
10. All homes shall include solar conduit in the building design to facilitate future rooftop solar installations. Developer shall emphasize the availability of solar by providing the statement “Solar Options Available” on the development sign at the front of the subdivision.
11. All garages shall be wired with a 220-volt outlet inside the garage to facilitate charging of electric vehicles.
12. For stormwater management, post-development peak runoff shall not exceed pre-development peak runoff conditions for the 1-year, 10-year, and 25-year 24-hour storm events.
13. For any new subdivision streets built within this development, overhead street lighting shall not be installed in an effort to preserve the rural identity of the Goodwin Road community. Wall-mounted exterior light fixtures on homes directly adjacent to residential properties shall include house-side shields where necessary to minimize illumination beyond the project boundary. In order to preserve public safety and welfare, this condition shall not prohibit the illumination of any required crosswalks within public right-of-way. Any crosswalk lighting shall be installed with house-side shields where necessary to minimize illumination towards adjacent residential properties.
14. Construction vehicles shall be prohibited from parking along Goodwin Road. Contractor shall follow the approved Staging Plan for determination on where construction vehicle parking shall be located.
15. Per the Town of Apex Bicycle and Pedestrian System Plan Map, a 10’ wide multi-use path shall be constructed along the project frontage on Goodwin Road.
16. A 6’ wooden privacy fence shall be erected along the shared property line with PIN #0722-27-7037 in order to provide visual screening to supplement the required perimeter buffer. The width of this perimeter buffer (adjacent to PIN #0722-27-7037) shall be increased to 20’ wherever new residential lots directly abut the buffer.
17. A 15-foot wide streetscape easement containing a minimum 3’ high landscaped berm shall be recorded along the project frontage, outside of the Goodwin Road right-of-way. While the easement may be located within private residential lots, maintenance of the berm and associated landscaping shall be the responsibility of the HOA.
18. In order to provide visual screening and minimize the potential for headlight exposure from vehicles exiting the proposed dev[illegible]ow of evergreen trees shall be planted along the

road frontage of 1420 Goodwin Road (PIN# 0722-26-5931), outside the Public R/W or any existing easements, and directly across from the proposed site drive. This additional off-site landscaping shall be installed only upon access rights being granted by the owner(s) of 1420 Goodwin Road.

19. Construction shall be restricted to Monday – Saturday, no later than 7pm, to allow for a reprieve from construction noise in the evenings and on Sundays. The allowable construction times shall be posted on a physical sign at the entrance to the neighborhood.

Section 4: 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 5: 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:

_____
Brian Meyer
Interim Town Attorney

Attachment A

Bateman Civil Survey Company, PC
2524 Reliance Avenue
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

LEGAL DESCRIPTION (PIN:0722276466 REZONING):

BEING ALL OF THAT PARCEL OF LAND NOW OR FORMERLY OF GOODWIN ROAD LLC (PIN: 0722276466) AS DESCRIBED IN DEED BOOK 14676 AT PAGE 2397 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 ½" IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD, SAID IRON BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLAIN COORDINATES OF N: 727,173.99' AND E: 2,022,315.45'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY; N14°59'50"E A DISTANCE OF 385.49 FEET TO A ½" IRON PIPE FOUND; THENCE, N44°40'48"E A DISTANCE OF 627.61 FEET TO A ½" IRON REBAR FOUND; THENCE, N44°20'20"E A DISTANCE OF 100.84 FEET TO A ½" IRON REBAR FOUND; THENCE, N43°17'47"E A DISTANCE OF 38.44 FEET TO A ½" IRON PIPE FOUND; THENCE, S47°06'51"E A DISTANCE OF 19.86 FEET TO A ½" IRON REBAR FOUND; THENCE, N41°54'31"E A DISTANCE OF 102.96 FEET TO A ½" IRON REBAR FOUND; THENCE, N49°24'51"W A DISTANCE OF 29.97 FEET TO A ½" IRON REBAR FOUND; THENCE, N37°55'31"E A DISTANCE OF 203.13 FEET TO A ½" IRON PIPE FOUND; THENCE, S02°30'07"E A DISTANCE OF 45.47 FEET TO A ¾" IRON REBAR FOUND;

THE FOLLOWING SIX (6) CALLS ARE TIE LINES BETWEEN MONUMENTS FOUND ALONG SPRING BRANCH, THE PROPERTY LINE IS THE CENTERLINE OF SPRING BRANCH PER BOOK OF MAPS 2014 PAGE 1252 AND DEED BOOK 14676 PAGE 2397 OF THE WAKE COUNTY REGISTER OF DEEDS.

(1) THENCE, S08°52'57"W A DISTANCE OF 129.34 FEET TO A 1" IRON PIPE FOUND; (2) THENCE, S23°54'34"W A DISTANCE OF 228.46 FEET TO A ½" IRON REBAR FOUND; (3) THENCE, S23°01'43"W A DISTANCE OF 255.95 FEET TO A ½" IRON REBAR FOUND; (4) THENCE, S04°48'50"E A DISTANCE OF 120.99 FEET TO A CONCRETE MONUMENT FOUND; (5) THENCE, S06°14'41"E A DISTANCE OF 208.27 FEET TO A 1" IRON PIPE FOUND; (6) THENCE, S01°46'05"E A DISTANCE OF 161.81 FEET TO A BENT IRON REBAR FOUND; THENCE, S89°09'53"W A DISTANCE OF 400.13 FEET TO A ½" IRON REBAR FOUND; THENCE, S22°19'40"E A DISTANCE OF 129.00 FEET TO A COMPUTED POINT ON THE NORTHERN RIGHT OF WAY OF GOODWIN ROAD; THENCE, WITH SAID RIGHT OF WAY, N49°39'28"W A DISTANCE OF 31.97 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N60°33'32"W A DISTANCE OF 70.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N74°54'32"W A DISTANCE OF 48.00 FEET TO A COMPUTED POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, N84°34'32"W A DISTANCE OF 52.00 FEET TO A COMPUTED POINT; THENCE, S89°02'28"W A DISTANCE OF 115.90 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PARCEL CONTAINS 388,932 SQUARE FEET OR 8.93 ACRES, MORE OR LESS, BASED ON THE CENTERLINE OF SPRING BRANCH AS REFERENCED ABOVE.

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ08
1409 Goodwin 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: Ardent Building, LLC
Authorized Agent: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Property Address: 1409 Goodwin Road
Acreage: ±8.93 acres
Property Identification Number (PIN): 0722276466
2045 Land Use Map Designation: Rural Density Residential
If rezoned as proposed, the 2045 Land Use Map Designation will change to: Rural Transition Residential
Existing Zoning of Property: Wake County, Residential-80 Watershed District (R-80W)
Proposed Zoning of Property: Rural Residential-Conditional Zoning (RR-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

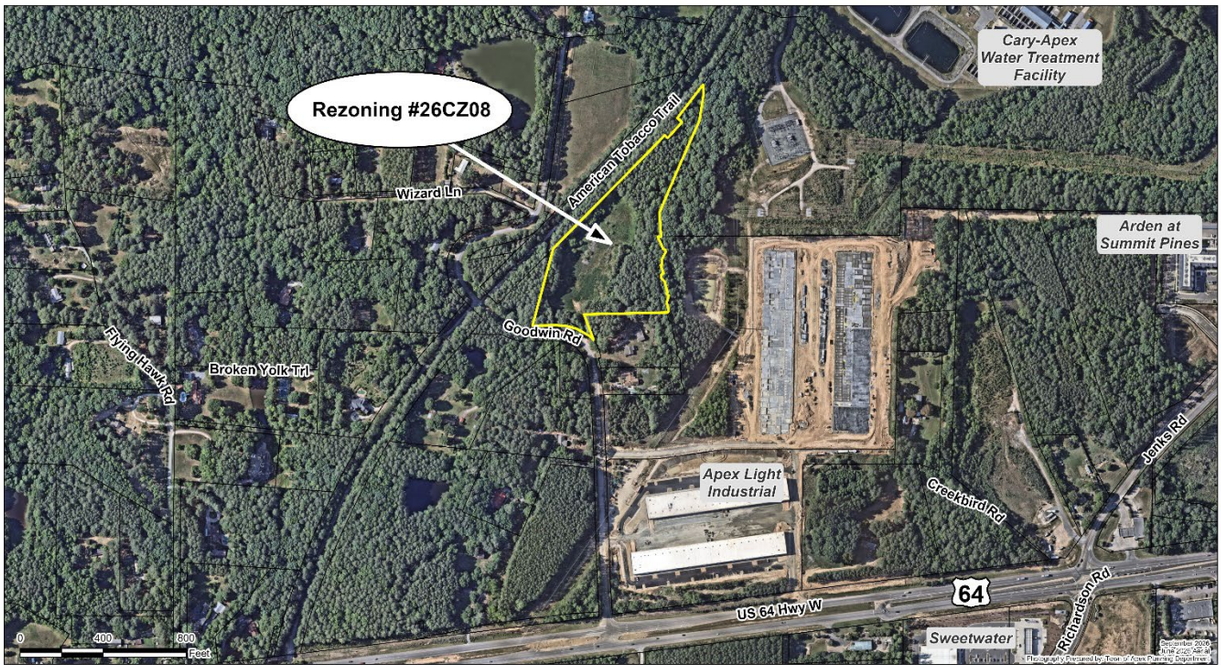
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: October 27, 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/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/55509.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2-October 27, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ08
1409 Goodwin 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:

Solicitante: Ardent Building, LLC
Agente autorizado: Patrick Kiernan; Jones & Cnossen Engineering, PLLC
Dirección de la propiedad: 1409 Goodwin Road
Superficie: ±8.93 acres
Números de identificación de la propiedad: 0722276466
Designación en el Mapa de Uso Territorial para 2045: Rural Density Residential
Si se aprueba el cambio de zonificación como se propone, el Mapa de Uso Territorial para el 2045 cambiará a: Rural Transition Residential
Ordenamiento territorial existente de la propiedad: Wake County, Residential-80 Watershed District (R-80W)
Ordenamiento territorial propuesto para la propiedad: Rural Residential-Conditional Zoning (RR-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

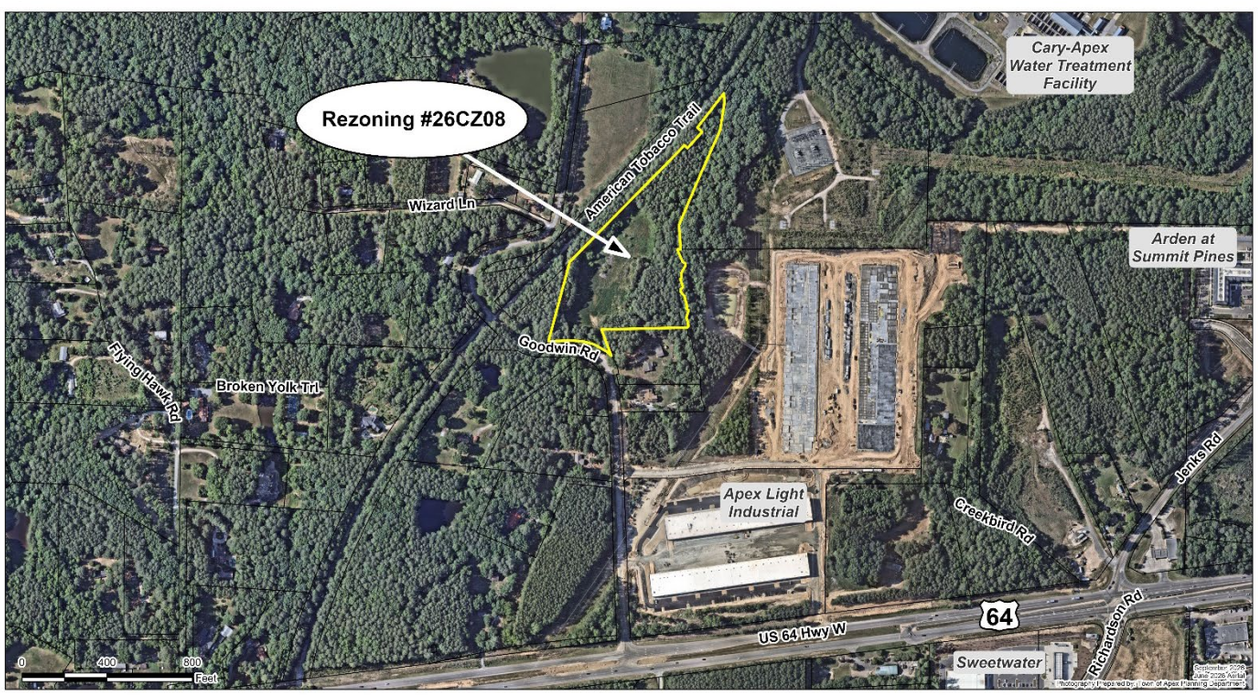
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/55509.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre- 27 de octubre de 20

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 27, 2026

Item Details

Presenter(s): June Cowles, Senior Planner

Department(s): Planning

Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 26CZ02 Jessie Commons PUD Amendment. The applicant, Strategic Real Estate Partners, seeks to rezone approximately ±64.37 acres from Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0, 0 ,1701 E. Williams St; and 1615 E. Williams Street (portion of).

Approval Recommended?

The Planning Department recommends approval if the zoning conditions recommended by Transportation & Infrastructure Development staff are added by the applicant.

The Planning Board held a Public Hearing on October 12, 2026 and by a vote of 9 to 0 recommended approval of the rezoning with the following conditions:

- Approval of road improvements indicated in Scenario 1 and recommended that the applicant share with staff communications from property owners affected by off-site road improvements.
- The applicant work with staff on the conditions shown with an asterisk in the staff report prior to the Town Council hearing.

Item Details

The properties to be rezoned are identified as PINs 0751003311, 0741915068, 0741915068, & 0741911743 (portion of).

Attachments

- PH3-A1: Staff Report - Rezoning Case No. 26CZ02 - Jessie Commons PUD Amendment
  - Vicinity Map
  - Application
- PH3-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ02 - Jessie Commons PUD Amendment

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, 0, 1701, and 1615 E. Williams Street (portion of)
Owners: ALA Commercial, LLC and Town of Apex
Applicant: Paxton Hollar, Strategic Real Estate Partners
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex

PROJECT DESCRIPTION:

Acreage: ±64.37
PINs: 0751003311, 0741915068, 0741915068 & 0741911743 (portion of)
Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)
2045 Land Use Map: Commercial Services and Office Employment/Industrial Employment
Town Limits: ETJ and Corporate Limits

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Light Industrial (LI)	Gas and fuel, wholesale (Dixie Pipeline Co)
South:	Planned Unit Development-Conditional Zoning (PUD-CZ #16CZ32)	Vacant
East:	Light Industrial (LI)	Vacant
West:	Planned Commercial-Conditional Use (PC-CU #05CU23 and 00CU02); Light Industrial (LI)	Apex Public Safety Station #4; E. Williams Street; Vacant land; Gas and fuel, wholesale; Contractor yard with storage

BACKGROUND

The Jessie Commons Planned Unit Development site background includes the following:

Date	Action
March 2007	Rezoning #06CZ26 Jessie Commons PUD approved
June 2008	Town of Apex Public Safety Station #4 portion constructed on northwest corner of Jessie Commons PUD
Transportation Amendments	
Feb 2019	Hwy 55 changed to a 6 lanes superstreet with a grade separated interchange. (Advance Apex 2045 Transportation Plan)
August 2023	• Future grade separated interchange at Hwy 55 and Jessie Dr. was removed at the request from development interest on the east side of Hwy 55. Added a future Reduced Conflict Intersection (RCI) at Hwy 55 and Jessie Dr. • Added future major collector street between future Jessie Dr. extension and future Gladsong Dr.

	• Realign future Jessie Dr. extension for consistency as stated in the Jessie Dr. Feasibility Study Final Report.

EXISTING CONDITIONS

The proposed rezoning is located on the east side of E. Williams Street (NC 55), south of Pristine Water Drive and north of Bobbitt Road. The parcel includes mature woods and a stream transects the site north to south. The northwest corner of the project site includes a portion of the Apex (See Figure 1: Site Location and Existing Conditions).



Figure 1: Site Location and Existing Conditions

NEIGHBORHOOD MEETINGS

The applicant conducted the first neighborhood meeting on February 11, 2026, and the second neighborhood meeting on July 13, 2026. The neighborhood meeting reports are attached.

2045 LAND USE MAP

The 2045 Land Use Map classifies the properties subject to this rezoning as Commercial Services and Office Employment/Industrial Employment. The proposed amendments to the PUD-CZ zoning are consistent with those classifications.

APEX TRANSPORTATION PLAN

The Apex Thoroughfare and Collector Street Plan Map and Apex Bicycle and Pedestrian System Plan Map (See Figure 2: Apex Transportation Plan and Project Site) identify the following for the proposed rezoning:

- NC 55 (East Williams Street) is required to be improved to a 6-lane superstreet with a 10 ft wide side path on either side. The intersection of NC 55 and Jessie Drive is required to be constructed as an RCI.
- Jessie Drive is required to be constructed as a 4-lane thoroughfare with a median crossing the site east to west. A 10 ft wide side path will be required on either side.
- NC 55 (East Williams Street) is required to be improved to a 6-lane superstreet with a 10 ft wide side path on either side.
- A major collector street with bike lanes is required to be constructed south of Jessie Drive and west of the creek.
- A minor collector street is required to be constructed south of Jessie Drive and east of the creek along the eastern property line.



Figure 2: Apex Transportation Plan and Project Site

PROPOSED PLANNED UNIT DEVELOPMENT AMENDMENT

The approved Jessie Commons PUD includes designated commercial and office areas identified as C-1, C-2, O-1, and O-2, with corresponding design controls. (See Figure 3: Approved Jesse Common PUD (#06CZ26) Preliminary Land Use Plan).

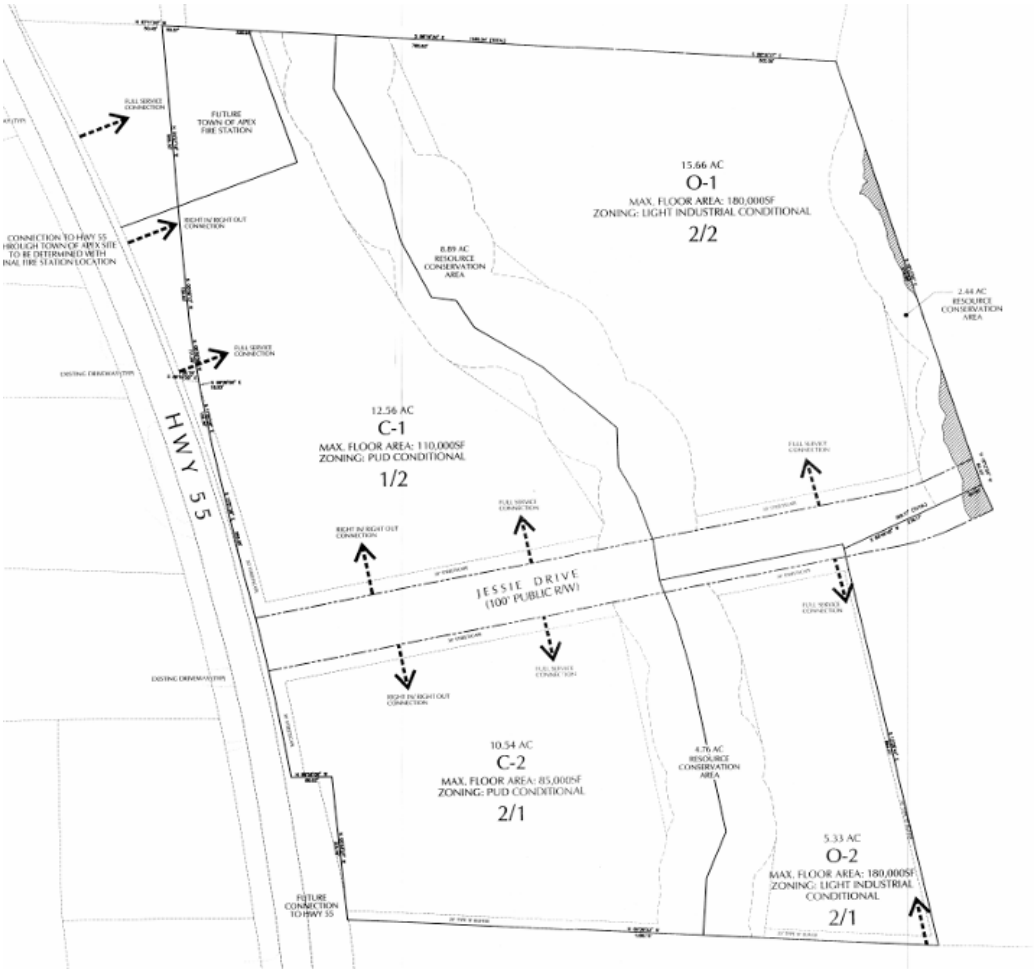


Figure 3: Approved Jessie Commons PUD (#06CZ26) Preliminary Land Use Plan

The applicant proposed the following revisions to the approved Jessie Commons PUD (#06CZ26):

Section 6.0 Design Controls:	Increase to the building square footage and height, deletions are shown with strikethrough and additions are shown in red.
Section 13.0 Public Facilities:	Deletions are shown in strikethrough and additions are shown in bold.

6.0 DESIGN CONTROLS

The applicant originally proposed an increase building square footage (total 60,000 sq ft):

- O-1 area from 180,000 sq ft to 200,000 sq ft.
- O-2 area from 60,000 sq ft to 100,000 sq ft.

Revised After the Planning Board October 12, 2026 meeting:

After the Planning Board meeting, the applicant revised the location of the proposed 60,000 sq ft addition:

- O-1 area from 180,000 sq ft to 240,000 sq ft

The applicant stated that O-2 area cannot accommodate the building square footage increase.

6.0 DESIGN CONTROLS

	C-1	C-2	O-1	O-2
Maximum non-residential SF	110,000	85,000	~~180,000~~ 240,000	60,000
Maximum building height	~~40'~~48'	~~40'~~48'	~~30'~~48'	~~30'~~48'
Minimum building setback to interior property line	10'	10'	0'	0'
Minimum parking/drive setback to interior property line	0'	0'	0'	0'
Minimum building setback to Hwy 55 / Jessie Drive	30'	30'	30'	30'
Minimum building setback to perimeter property line	30'	30'	30'	30'
Minimum building setback to RCA*	10'	10'	10'	10'
Minimum parking/drive setback to RCA*	5'	5'	5'	5'
Maximum impervious surface	70%	70%	70%	70%

* If no vegetation exists in RCA areas adjacent to building /drive area no setback shall be required.

13.0 PUBLIC FACILITIES

Revised after the October 12, 2026 Planning Board meeting:
The applicant revised several traffic conditions to address staff comments. Below are the applicant's currently proposed conditions (See Figure 4: Proposed Transportation Site Access and Movement);

All public facilities and infrastructure shall be designated per the current Town of Apex standards and specifications and shall be consistent with the Town of Apex Transportation Plan and Master Plan. Public facilities requirements established in UDO Sec. 2.3.4(F)(1)(f) are met as follows:

~~i) The on-site circulation system is determined by the Town of Apex Thoroughfare and Collector Street Plan for the most part with frontage on NC 55 and the construction of Jessie Drive on 100' public right-of-way from NC 55 to the eastern boundary of the site. The commercial site C-1 will connect to Jessie Drive and NC 55 by private drives shown on the site layout plan. The commercial site C-2 will connect to Jessie Drive by private drives shown on the site layout plan and include a stub to the west for future connection to NC 55 by others. The office/flex site O-1 will connect to Jessie Drive by a public Collector Street on 60' public right-of-way shown on the site layout plan. Jessie Drive shall be constructed as a four-lane divided roadway with landscaped median from NC 55 to the intersection of the full-service private driveways serving C-1 and C-2 in the first phase of this project. An additional northbound lane shall be constructed along the property frontage on NC 55 with the first phase of parcel development. The traffic signal at the intersection of NC 55 and Jessie Drive shall be constructed in the first phase of this project when permitted by North Carolina Department on Transportation. The extension of Jessie Drive to the eastern boundary of the site as an interim two-lane roadway with the left turn bays on 100' public right-of-way with grading for the ultimate four lane median-divided roadway shall be constructed in the second phase of this project. The Collector Street on 60' Construction of the private site driveways shall be completed with development of the parcel it abuts. Construction of the private site driveways shall be~~

~~completed in accordance with the recommendation in the Traffic Impact Analysis.~~

i) Recommended Improvements:

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. All proposed driveway access and improvements on state-maintained roadways are subject to both Apex and NCDOT review and approval. 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, as amended with this rezoning.

The Developer shall construct the following, consistent with the Thoroughfare and Collector Street Plan Map and the Bicycle and Pedestrian Plan Map, subject to Town of Apex and NCDOT review and approval at the time of site and subdivision plans.

The following improvements were identified at the intersection of NC 55 at Jessie Drive Extension:

NC 55 at Jessie Drive Extension:

- **Construct the new intersection as a full-movement configuration and designed to allow for future conversion of this intersection (by others) to RCI.**
- **Terminate one of the westbound lanes of Jessie Drive Extension as a right-turn lane and the other westbound lane as a left-turn lane. Construct a second westbound left-turn lane with 350 feet of full width storage and appropriate tapers, subject to NCDOT approval.**
- **Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of full width storage, 50 feet of deceleration, and 100 feet of taper.**
- **Construct dual southbound left-turn lanes on NC 55, each with 250 feet of full width storage, 50 feet of deceleration, and 100 feet of taper.**
- **Install a traffic signal for the full-movement intersection configuration.**

Jessie Drive Extension:

Developer shall construct Jessie Drive as a 76-foot back-to-back 4-lane median divided thoroughfare typical section including a 10-foot wide side path on both sides for the length of the project property from the eastern property line to NC 55 within an 110-foot typical section right-of-way. Such right-of-way construction shall be subject to NCDOT approval, including the ability to modify the section as needed through design.

NC 55:

Developer shall widen NC 55 and dedicate public right-of-way for the extent of the project frontage for the eastern half of a minimum 94-foot back-to-back 6-lane thoroughfare typical section including a 10-foot side path on the east side within an 150-foot typical section right-of-way. Additional road widening beyond the minimum typical section to accommodate the Transportation Improvements may require additional right of way dedication beyond the 150-

foot typical section. Such right-of-way construction shall be subject to NCDOT approval, including the ability to modify the section as needed through design.

NC 55 at Site Access A:

Construct the northernmost driveway on NC 55 (Site Access A) as a right-in/right- and provide 250 feet of Internal Protected Storage (IPS).

Jessie Drive Extension at Site Access B:

Construct the westernmost driveway on the north and south side (Site Access B) of Jessie Drive as right-in / right-out approximately 400 feet from NC 55 and provide 100 feet of IPS.

Jessie Drive Extension at Site Access C:

- **Construct Site Access C approximately 700 feet east of NC 55 with full-movement access accommodations to both parcels subject to NCDOT approval.**
  - **Construct the northern and southern legs of the intersection with one ingress lane and two egress lanes (exclusive left-turn lane and a shared through/right lane).**
  - **Provide 100 feet of IPS on both approaches.**

- **Provide an exclusive eastbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension.**

- **Provide an exclusive westbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension.**

Jessie Drive Extension at Site Access D:

Construct Site Access D as a southbound right-out only or right-in/right-out approximately 1,000 feet from NC 55

Jessie Drive Extension at Site Access E:

- **Construct the easternmost site driveway on the north and south side of Jessie Drive (Site Access E), approximately 1,300 feet east of NC 55, as a full movement intersection with 100 feet of IPS.**

- **Provide an exclusive eastbound left-turn lane on Jessie Drive with 100 feet of full width storage plus 50 feet of deceleration and 100 feet of taper.**

- **Provide a westbound left-turn lane on Jessie Drive to the extent possible until Jessie Drive terminates in advance of the property boundary.**

NC 55 at Site Access F:

Construct Site Access F as a right-in/right-out on NC 55 approximately 400 feet south of Jessie Drive. Provide 100 feet of IPS.

Transit Easement

The Developer shall construct concrete flatwork to the Town's Standard Specifications for bus stops (see sheets 300.32 1, 2, 3) for pair of future bus stops along Jessie Drive close to the proposed grocery store entrance. Such bus stops may be permitted within the right-of-way,

provided the Developer shall provide Permanent Transit Easement(s) if needed for areas outside the ROW. No bus stop amenities or signage shall be required to be purchased or installed by the applicant. Exact locations will be determined at site plan approval. It is desirable to Town staff to locate them in proximity to a pedestrian crosswalk across Jessie Drive if possible.

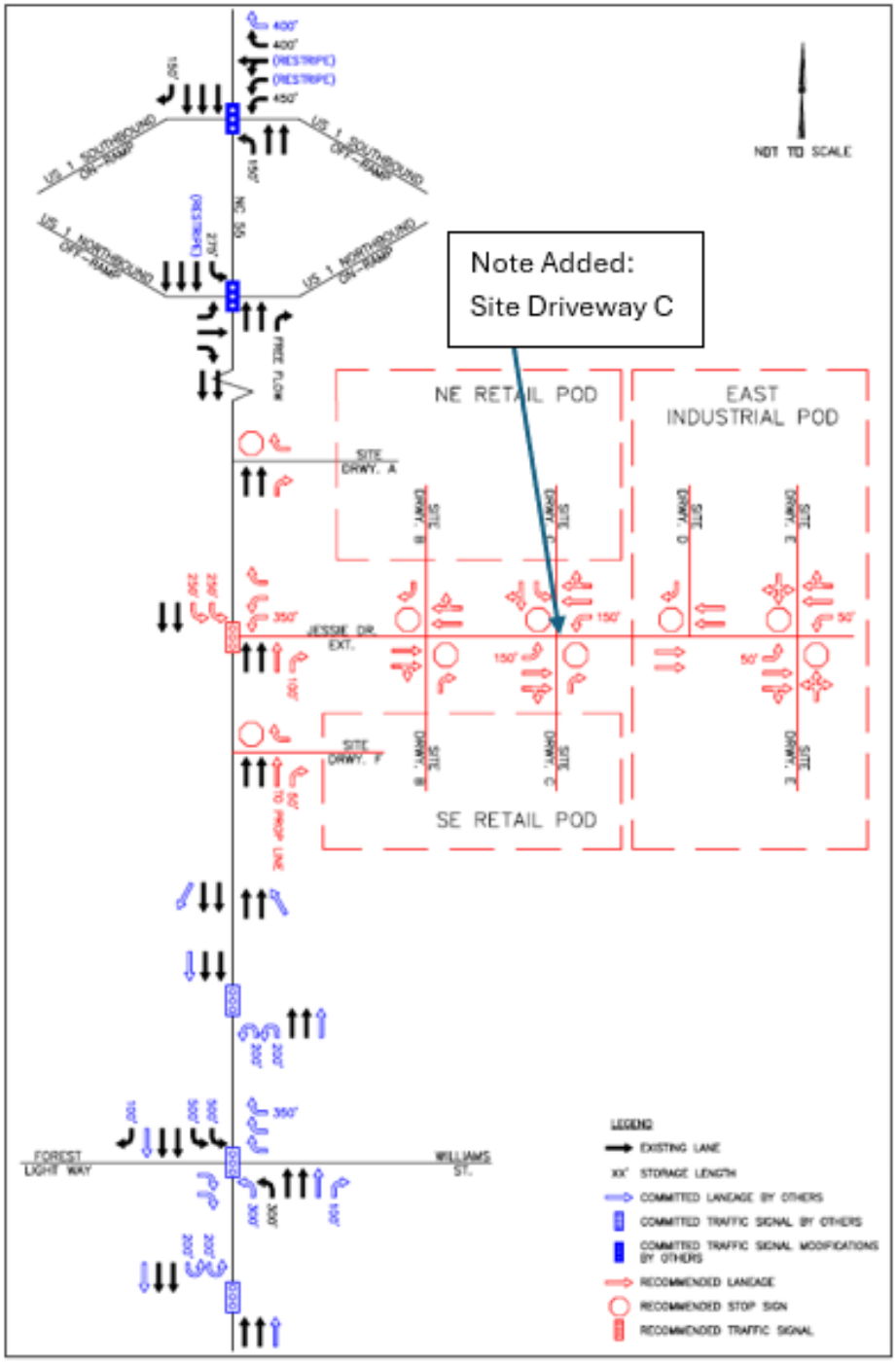


Figure 4: Proposed Transportation Site Access and Movement

Note: Site Driveway C should be showing left-turn lane and shared through/right-turn lane for both approaches based on applicant's revised conditions.

ii) A proposed water and wastewater system is provided on the accompanying utilities plan. The final proposed sanitary sewer system specifics shall be coordinated with the ~~Public Works~~ **Water Resources** group. Gravity line sizes shall also be coordinated with the Town as part of the non-residential subdivision plan and construction drawings. If oversizing is required by Apex to accommodate offsite development, the Developer shall be eligible for reimbursement in accordance with Apex policy. Details associated with the existing 16" watermain and construction of Jessie Drive shall also be coordinated with ~~Public Works~~ **Water Resources** to ensure water service interruption is minimized.

TRAFFIC IMPACT ANALYSIS

The applicant provided a Traffic Impact Analysis (TIA) prepared by Kimley-Horn and Associates. The report includes trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with development. As part of this development, Jessie Drive will be constructed from NC 55 through the site frontage but will not connect to the existing terminus at Horton Park Drive. The site is proposed to be accessed via multiple driveways on Jessie Drive Extension as well as a right-in/right-out access on NC 55 north of Jessie Drive Extension. Based on coordination with the Town of Apex and North Carolina Department of Transportation (NCDOT), the intersection of NC55 at Jessie Drive Extension was studied in 2 separate access configurations:

- Access Scenario #1: Full-Movement Access
- Access Scenario #2: Reduced Conflict Intersection (RCI) (a.k.a. "Superstreet")

The following improvements are recommended for the 2 different Scenarios:

<u>Access Scenario #1, Intersection of NC 55 at Jessie Drive Extension</u>

- Provide dual westbound left-turn lanes and an exclusive right-turn lane on Jessie Drive Extension, with 350 feet of storage provided for the inside left-turn lane.
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers.
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers.
- Install a traffic signal to accommodate the full-movement intersection configuration.

<u>Access Scenario #2, Intersection of NC 55 at Jessie Drive Extension</u>

- Provide dual westbound right-turn lanes on Jessie Drive Extension
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers.
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers.
- Install a traffic signal to accommodate the RCI configuration

NC55 at U-Turn North of Jessie Drive Extension

- Construct a U-turn bulb on NC 55 north of Jessie Drive Extension
- Provide a dual northbound U-turn lanes on NC 55, each with 200 feet of storage
- Install a traffic signal.

TIA Conclusions

Analyses indicate that all of the study intersections will operate acceptably at project build-out except for the signalized intersection of NC 55 at Jessie Drive Extension (and the associated U-turn, as applicable) and the unsignalized intersections of NC 55 at Site Access A and Jessie Drive Extension at Site Access C.

In Access Scenario 1, the signalized intersection of NC 55 at Jessie Drive Extension is expected to operate at LOS C in the AM peak hour and LOS F in the PM peak hour. Similarly, cumulative delays in each peak hour at this intersection pair in Access Scenario 2 (accounting for combined delays at the Jessie Drive Extension intersection and the north U-turn) also result in overall LOS C in the AM peak hour and LOS F in the PM peak hour but with 50% longer (cumulative) delays than the full-movement scenario. Since the resulting dual-lane U-turn bulb north of Jessie Drive Extension can likely not be accommodated within existing right-of-way and without significant impact to existing property access and operations and due to the shorter delays, Access Scenario 1 is recommended to be implemented as part of the project.

Unsignalized intersection of Jessie Drive Extension at Site Access C is expected to operate with long delays on the northbound minor street approach (Site Access C) in the PM peak hour at project build-out. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. SimTraffic simulations indicate that minor-street approach delays are expected to be less than 20 seconds, and no queuing issues on the minor street approaches at this intersection (or along Jessie Drive Extension from NC 55) are anticipated

APEX TRANSPORTATION & INFRASTRUCTURE DEVELOPMENT (TID) ANALYSIS

Transportation & Infrastructure Development (TID) Department staff reviewed the submitted Traffic Impact Analysis (TIA) dated March 2026, and provided a staff summary and comment letter for Jessie Commons TIA. (See Figure 6: TID Staff Recommended Revisions on Proposed Transportation Site Access and Movement). The TID Department summary comment letter is attached to the staff report packet.

After the October 12th Planning Board meeting the applicant revised several of the transportation conditions to address staff comments. However, there are still TID staff recommendations/conditions that have not been addressed related to the following intersections:

- NC55 at Jessie Drive Extension
- Jessie Drive Extension at Site Access C
- Jessie Drive Extension at Site Access E

Trip Generation

The site is projected to generate 455 trips entering and 268 trips exiting during the weekday AM peak hour (723 trips total), and 357 trips entering and 444 trips exiting the site during the weekday PM peak hour (801 trips total). The site is expected to add 10,750 daily trips to the adjacent roadway network.

Background Traffic Information:

NCDOT Project HL-0007 includes converting the intersection of NC 55 at Williams Street to a reduced conflict intersection (RCI) with signalized U-turn locations north and south of the intersection.

NC 55 at Jessie Drive Extension

Apex Staff Recommendation:

Apex staff recommends Access Scenario 2- Reduced Conflict Intersection (RCI):

- Jessie Drive Extension will be constructed as a 4-lane, median divided thoroughfare following the alignment shown in the Transportation Plan through this development ending as an RCI configuration at NC 55.
- The RCI configuration is consistent with the Town's Transportation Plan and the Jessie Drive Extension Feasibility Study.
- The Transportation Plan designates NC 55 in this area as a 6-lane, median divided superstreet (reduced conflict intersections (RCI).
- A portion of the functional design for Jessie Drive Extension at NC 55 from the feasibility study is shown in (See Figure 5: Jessie Drive Extension Functional Design (Jessie Drive Improvements and Extension Feasibility Study, 2020).
- The main intersection is anticipated to operate at an overall LOS C during the AM and PM peak hours under build conditions. The accompanying northern U-turn signal is expected at an overall LOS C during AM peak hour and overall LOS F during PM peak hour. The PM level of service improves to LOS D when 3 southbound through lanes are analyzed at this intersection, consistent with the NC 55 ultimate cross-section.
- Staff recommends a 3rd southbound through lane on NC 55 starting approximately 1,200 feet north of Site Access A (where previously approved frontage widening planned for Veridea terminates) and connection to the approved frontage widening planned for Veridea to the south of the site to mitigate LOS F.
- Staff recommends the additional northbound through lane on NC 55 begin at the southern property line, consistent with frontage widening requirements

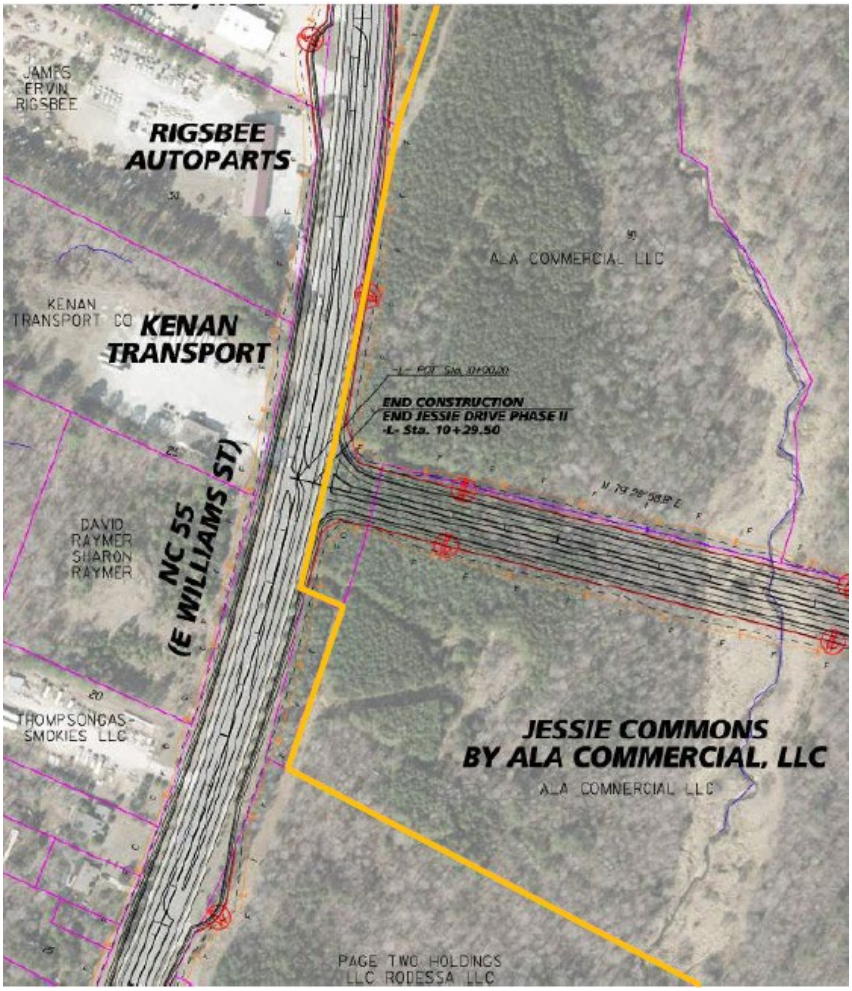


Figure 5: Jessie Drive Extension Functional Design
(Jessie Drive Improvements and Extension Feasibility Study, 2020)

Jessie Drive Extension at Site Access C

Apex staff recommends this intersection be constructed as a directional crossover restricting the northbound approach to right turn only. However, southbound left turns and through movements would be accommodated subject to NCDOT design approval.

- To meet NCDOT design minimums, Site Access C would need to be located a minimum of 1,200 feet from NC 55 to retain the median break for a full movement intersection. However, it is currently proposed at approximately 700 feet.
- Roadway design plans for all portions of Jessie Drive including private driveway access are required to be reviewed and approved by both Apex and NCDOT to be eligible for future state maintenance when ultimately accepted by NCDOT as a state route.

Jessie Drive Extension at Site Access E

Apex staff recommends the eastbound left-turn lane provide a minimum of 150 feet of full width storage plus appropriate taper to accommodate the increased U-turn volumes at this intersection because of the left-turn restriction at Site Access C as well as to accommodate longer-term traffic volumes when Jessie Drive is connected and avoid reconstruction of the median.

- The intersection should be constructed to accommodate the eastbound U-turns for a BUS-40 design vehicle subject to NCDOT design approval

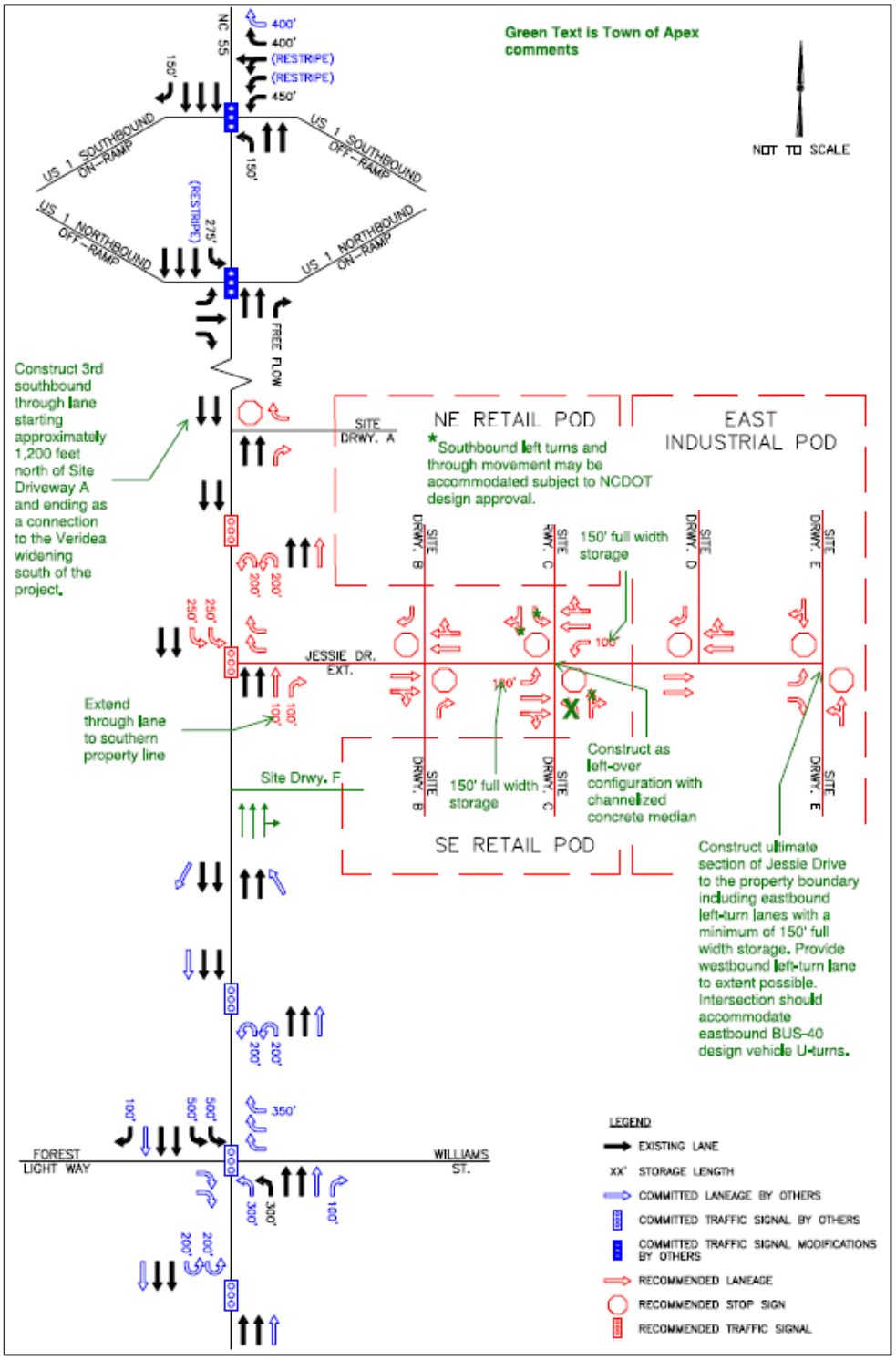


Figure 6: TID Staff Recommended Revisions on Proposed Transportation Site Access and Movement

TID STAFF RECOMMENDED PUD TEXT CONDITIONS:

Shown below are staff requested revisions to the conditions that the applicant has not provided. Attachment 1 shows the applicant's proposed conditions as compared to staff's requested conditions.

NC 55 at Jessie Drive Extension:

1. Developer shall construct the intersection of NC 55 (E. Williams St) and Jessie Drive as a Reduced Conflict Intersection (RCI) allowing left-in/right-in/right-out movements paired with a northern U-turn location meeting NCDOT standards.

a. The intersection configuration of NC 55 at Jessie Drive shall consist of:

i. Dual westbound right-turn lanes on Jessie Drive.

ii. An exclusive northbound right-turn lane with 100 feet of full width storage, 50 feet of deceleration and 100 feet of taper.

iii. An additional (third) northbound through lane from the southern property line terminating as a right-turn lane at Site Access A.

iv. An additional (third) southbound through lane from approximately 1,200 feet north of Site Access A (where previously approved frontage widening planned for Veridea terminates) to the approved frontage widening planned for Veridea to the south of the site.

v. Dual southbound left-turn lanes each with 250 feet of full width storage, 50 feet of deceleration and 100 feet of taper.

vi. Dual northbound left-turn lanes each with 200 feet of full width storage, 50 feet of deceleration and 100 feet of taper at the U-turn location.

vii. Installation of traffic signals.

b. If Offsite ROW cannot be obtained for construction of the northern dual lane U-turn to serve the RCI according to the process in Condition #2, then Developer shall pay the applicable fee in lieu and construct a full movement signalized intersection as described below and designed to allow for future conversion to a RCI.

i. Terminate one of the westbound lanes of Jessie Drive Extension as a right-turn lane and the other westbound lane as a left-turn lane. Construct a second westbound left-turn lane with 350 feet of full width storage plus 50 feet of deceleration and 100 feet of taper.

ii. Construct an additional (third) northbound through lane from the southern property line terminating as a right-turn lane at Site Access A.

iii. Construct northbound right-turn lane on NC 55 with 100 feet of full width storage plus 50 feet of deceleration and 100 feet of taper~~s~~.

iv. Construct an additional (third) southbound through lane from Site Access A to the approved frontage widening planned for Veridea to the south of the site subject to the ability to acquire Offsite ROW according to the process in Condition #2.

v. Construct dual southbound left-turn lanes on NC 55, each with 250 feet of full width storage, 50 feet of deceleration and 100 feet of taper~~s~~.

vi. Install a traffic signal.

2. If any of the committed transportation improvements require acquisition of offsite rights of way, easements, or other property interests (the "Offsite ROW"), Developer shall make good faith efforts to acquire the Offsite ROW. If Developer is unable to acquire any Offsite

ROW through private negotiation and the Town is unwilling or unable to assist in the acquisition, Developer shall pay a fee in lieu for the transportation improvement that cannot be completed, including estimated cost of acquisition, permitting fees, and construction, subject to Town review and approval of an engineer's estimate provided by the Developer.

Jessie Drive Extension at Site Access C

- Developer shall construct Jesse Drive Extension at Site Access C as a directional crossover restricting the northbound approach to right turn only. Southbound left turns and through movements would be accommodated subject to NCDOT design approval.

- Roadway design plans for all portions of Jessie Drive including private driveway access are required to be reviewed and approved by both Apex and NCDOT to be eligible for future state maintenance when ultimately accepted by NCDOT as a state route.

Jessie Drive Extension at Site Access E

- Developer shall provide an eastbound left-turn lane with a minimum of 150 feet of full-width storage plus appropriate taper.
- The intersection shall be designed to accommodate eastbound U-turns based on a minimum BUS-40 design vehicle subject to NCDOT design approval.

ENVIRONMENTAL ADVISORY BOARD

This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.a. The rezoning amends zoning conditions which have no environmental impact on a site including, but not limited to, revisions to architectural standards, building height, setbacks, and uses.

PLANNING STAFF RECOMMENDATION

Planning staff recommends approval of Rezoning #26CZ02 Jessie Commons PUD Amendment if the recommended conditions by Transportation & Infrastructure Development staff are added by the applicant (see pages 14 and 15 for recommendations).

PLANNING BOARD RECOMMENDATION:

Planning Board held a public hearing on October 12, 2026 and recommended by a vote of 9 to 0, approval with the following conditions:

- Approval of road improvements indicated in Scenario 1
- The applicant work with staff on the conditions shown with an asterisk in the staff report prior to the Town Council hearing.
- The applicant share with staff communications from property owners affected by off-site road improvements.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

While the proposed amendment to the current Planned Unit Development-Conditional Zoning (PUD-CZ) zoning district is consistent with the Commercial Services and Office

Employment/Industrial Employment classifications on the 2045 Land Use Map, it is not consistent with the Apex Transportation Plan. If the staff recommended transportation conditions are added by the applicant, the proposed PUD amendments will also be consistent with the Transportation Plan.

The proposed rezoning is reasonable and in the public interest only if the revised conditions as proposed by Transportation & Infrastructure Development staff are added. If those revisions are made, the rezoning will allow for an increase in the scale of development that is more in line with new development in the area while ensuring compliance with the existing conditions of the previously approved PUD and updating required road improvements. The proposed rezoning with staff recommended transportation conditions will ensure that NC 55 is built to the Town of Apex and NCDOT superstreet requirements.

PLANNED UNIT DEVELOPMENT DISTRICT AND CONDITIONAL ZONING STANDARDS

Standards

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments.

1. Planned Unit Development (PUD-CZ) District
   In approving a Planned Development (PD) Zoning District designation for a PUD-CZ, the Town Council shall find the PUD-CZ district designation and PD Plan for PUD-CZ demonstrates compliance with the following standards:
   a) *Development parameters*
      (i) The uses proposed to be developed in the PD Plan for PUD-CZ are those uses permitted in Sec. 4.2.2 *Use Table.*
      (ii) The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.
      (iii) The dimensional standards in Sec. 5.1.3 *Table of Intensity and Dimensional Standards, Planned Development Districts* may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.
      (iv) The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details*, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Apex Transportation Plan. In addition,

sidewalks shall be provided on both sides of all streets for single-family detached homes.

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

(vi) The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.

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

b) *Off-street parking and loading*. The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.3 *Off-Street Parking and Loading*, except that variations from these standards may be permitted if a comprehensive parking and loading plan for the PUD-CZ is submitted as part of the PD Plan that is determined to be suitable for the PUD-CZ, and generally consistent with the intent and purpose of the off-street parking and loading standards.

c) *RCA*. The PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.1.2 Resource Conservation Area, except that the percentage of RCA required under Sec. 8.1.2 may be reduced by the Town Council by no more than 10% provided that the PD Plan for PUD-CZ includes one or more of the following:

(i) A non-residential component;

(ii) An overall density of 7 residential units per acre or more; or

(iii) Environmental measures including but not limited to the following:

a. The installation of a solar photovoltaic (PV) system on a certain number or percentage of single-family or townhouse lots or on a certain number or percentage of multifamily, mixed-use, or nonresidential buildings. All required solar installation shall be completed or under construction prior to 90% of the building permits being issued for the approved number of lots or buildings. For single-family or townhouse installations, the lots on which these homes are located shall be identified on the Master Subdivision Plat, which may be amended;

b. The installation of a geothermal system for a certain number or percentage of units within the development; or

c. Energy efficiency standards that exceed minimum Building Code requirements (i.e. SEER rating for HVAC).

d) *Landscaping*. The PD Plan for PUD-CZ shall demonstrate compliance with the standards of Sec. 8.2 *Landscaping, Buffering and Screening*, except that variations from these standards may be permitted where it is demonstrated that the proposed landscaping sufficiently buffers uses from each other, ensures compatibility with land uses on surrounding properties, creates attractive streetscapes and parking areas and is consistent with the character of the area. In

no case shall a buffer be less than one half of the width required by Sec. 8.2 or 10 feet in width, whichever is greater.

e) *Signs.* Signage in the PD Plan for PUD-CZ shall demonstrate compliance with Sec. 8.7 *Signs*, except that the standards can be varied if a master signage plan is submitted for review and approval concurrent with the PD plan and is determined by the Town Council to be suitable for the PUD-CZ and generally consistent with the intent and purpose of the sign standards of the UDO. The master signage plan shall have design standards that are exceptional and provide for higher quality signs than those in routine developments and shall comply with Sec. 8.7.2 *Prohibited Signs*.

f) *Public facilities.* The improvements standards and guarantees applicable to the public facilities that will serve the site shall comply with Article 7: *Subdivision and* Article 14: *Parks, Recreation, Greenways, and Open Space*.

(i) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site transportation circulation system. The on-site transportation circulation system shall be integrated with the off-site transportation circulation system of the Town. The PD Plan for PUD-CZ shall be consistent with the Apex Transportation Plan and the *Town of Apex Standard Specifications and Standard Details* and show required right-of-way widths and road sections. A Traffic Impact Analysis (TIA) shall be required per Sec. 13.19.

(ii) The PD Plan for PUD-CZ demonstrates a safe and adequate on-site system of potable water and wastewater lines that can accommodate the proposed development, and are efficiently integrated into off-site potable water and wastewater public improvement plans. The PD Plan shall include a proposed water and wastewater plan.

(iii) Adequate off-site facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads shall be planned and programmed for the development proposed in the PD Plan for PUD-CZ, and the development is conveniently located in relation to schools and police protection services.

(iv) The PD Plan shall demonstrate compliance with the parks and recreation requirements of Sec. Article 14: *Parks, Recreation, Greenways, and Open Space* and Sec. 7.3.1 *Privately-owned Play Lawns* if there is a residential component in the PUD-CZ.

g) *Natural resource and environmental protection.* The PD Plan for PUD-CZ demonstrates compliance with the current regulatory standards of this Ordinance related to natural resource and environmental protection in Sec. 6.1 *Watershed Protection Overlay District*, Sec. 6.2 *Flood Damage Prevention Overlay District*, and Sec. 8.1 *Resource Conservation*.

h) *Storm water management.* The PD Plan shall demonstrate that the post-development rate of on-site storm water discharge from the entire site shall not exceed pre-development levels in accordance with Sec. 6.1.7 of the UDO.

i) *Phasing.* The PD Plan for PUD-CZ shall include a phasing plan for the development. If development of the PUD-CZ is proposed to occur in more than one phase, then guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.

j) *Consistency with 2045 Land Use Map.* The PD Plan for PUD-CZ demonstrates consistency with the goals and policies established in the Town's 2045 Land Use.

k) *Complies with the UDO.* The PD Plan for PUD-CZ demonstrates compliance with all other relevant portions of the UDO.

Legislative Considerations

The Town Council shall find the PUD-CZ designation demonstrates compliance with the following standards. Sec. 2.3.3.F:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

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

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

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

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

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

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

May 20, 2026

Kevin Dean, PE.
Kimley-Horn and Associates
1070 S. Main St, Ste 230
Holly Springs, NC 27540

Subject: Staff summary and comments for Jessie Commons TIA, 3/9/2026

Mr. Dean:

Please review the following summary of my comments and recommendations. You may schedule a meeting with me and your client to discuss at your convenience.

Study Area

The TIA studies the proposed Jessie Commons commercial and industrial development to be located east of NC 55 (E Williams Street), approximately 4,000 feet south of US 1. Access is proposed via five (5) site driveways:

- NC 55 at Site Access A (right-in/right-out)
- Jessie Drive Extension at Site Access B (right-in/right-out)
- Jessie Drive Extension at Site Access C (full movement)
- Jessie Drive Extension at Site Access D (right-out)
- Jessie Drive Extension at Site Access E (full movement)

Additionally, the following four (4) intersections were included for analysis in the TIA study area:

- NC 55 at US 1 Southbound Ramps
- NC 55 at US 1 Northbound Ramps
- NC 55 at Williams Street / Forest Light Way (Reduced Conflict Intersection)
- NC 55 at Jessie Drive Extension

Note that NC 55 and Williams Street / Forest Light Way was only analyzed in future conditions as the intersection is currently impacted by construction related to Veridea and NCDOT STIP project HL-0007.

Trip Generation

The site is proposed to be developed in three pods without interconnectivity. The site is anticipated to consist of the following land uses and intensities:

East Industrial Pod

- 300,000 s.f. of general light industrial

Northeast Retail Pod

- 71,000 s.f. shopping plaza with supermarket
- 3,000 s.f. drive-in bank
- 3,000 s.f. coffee/donut shop with drive-thru
- 16 fueling position gas station with convenience market

Southeast Retail Pod

- 35,000 s.f. strip retail plaza
- 5,000 s.f. tire store
- 6,000 s.f. fast casual restaurant
- 5,000 s.f. fast-food restaurant with drive-thru

The site is projected to generate 455 trips entering and 268 trips exiting during the weekday AM peak hour (723 trips total), and 357 trips entering and 444 trips exiting the site during the weekday PM peak hour (801 trips total). The site is expected to add 10,750 daily trips to the adjacent roadway network.

Background traffic

Background traffic consists of 3% annual non-specific background traffic growth compounded to build out year 2030 based on historical growth trends.

NCDOT Project HL-0007 includes converting the intersection of NC 55 at Williams Street to a reduced conflict intersection (RCI) with signalized U-turn locations north and south of the intersection. For background traffic at this location, the HL-0007 forecasted volumes for 2030 from the *Veridea Phase 1 (East Village) Phasing TIA* were used as a baseline.

Additionally, the traffic generated by the following three (3) approved development plans was included:

- Aquiline
- Veridea East Village
- North Carolina Children's Hospital Phase 1

Trip Distribution and Assignment

The trip distribution for the East Industrial Pod trips is as follows:

- 35% to/from the south on NC 55
- 25% to/from the east on US 1
- 15% to/from the west on US 1
- 10% to/from the north on NC 55
- 10% to/from the southeast on Williams Street
- 5% to/from the west on Forest Light Way

The trip distribution for the Northeast Retail Pod trips is as follows:

- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Southeast Retail Pod
- 3% to/from East Industrial Pod

The trip distribution for the Southeast Retail Pod trips is as follows:

- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Northeast Retail Pod
- 3% to/from East Industrial Pod

Traffic Capacity Analysis and Recommendations

Level of Service (LOS) is a grade of A through F assigned to an intersection, approach, or movement to describe how well or how poorly it operates based on the average delay experienced by drivers. LOS A through D is considered acceptable for peak hour operation. LOS E or F describes potentially unacceptable operation and developers may be required to mitigate their anticipated traffic impact to improve LOS based on the Apex Unified Development Ordinance (UDO).

Tables 1 through 9 describe the levels of service (LOS) for the scenarios analyzed in the TIA. “NA” is shown when the scenario does not apply. The scenarios are as follows:

- **2026 Existing** - Existing year (2026) traffic.
- **2030 No Build** - Projected year (2030) with background traffic growth and background developments.
- **2030 Build** - Projected year (2030) with background traffic, site build-out.

NC 55 at US 1 Southbound Ramps

Table 1. AM / PM Peak Hour Levels of Service NC 55 at US 1 Southbound Ramps			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	**D / D**	**C / D**	**D / D**
Westbound (US 1 SB Ramp)	E / E	D / D	D / E
Northbound (NC 55)	C / D	C / C	C / C
Southbound (NC 55)	C / C	D / D	D / D

TIA recommendations:

Background improvements committed by Veridea East Village

- Restripe the US 1 Southbound off-ramp to provide dual exclusive left-turn lanes, a shared through/left-turn lane, and an exclusive right-turn lane
- Modify the existing traffic signal to accommodate the committed laneage

Jessie Commons Improvements

- No additional improvements are recommended

Apex staff recommendations:

Apex staff concur with the recommendations in the TIA. With the committed improvements from Veridea East Village in place, the intersection is expected to operate at LOS D with less delay than existing conditions once the site is built. Site traffic accounts for less than 4% of traffic at this intersection.

NC 55 at US 1 Northbound Ramps

Table 2. AM / PM Peak Hour Levels of Service NC 55 at US 1 Northbound Ramps			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	**C / B**	**C / C**	**C / C**
Eastbound (US 1 NB Ramp)	F / F	E / E	F / E
Northbound (NC 55)	A / A	C / B	C / C
Southbound (NC 55)	C / C	C / B	C / C

TIA recommendations:

Background improvements committed by Veridea East Village

- Extend the storage of the inside northbound right-turn lane on NC 55 through future Pristine Water Drive/Atlas Drive and reconfigure as a free-flow right-turn lane onto US 1 Northbound
- Restripe the southbound approach of NC 55 to provide three southbound through lanes and a single exclusive southbound left-turn lane
- Modify the existing traffic signal to accommodate the recommended laneage

Jessie Commons Improvements

- No additional improvements are recommended

Apex staff recommendations:

Apex staff concur with the recommendations in the TIA. With the committed improvements from Veridea East Village in place, the intersection is expected to operate at an overall LOS C during both AM and PM peak hours. Site traffic accounts for less than 4% of traffic at this intersection.

NC 55 at Williams St / Forest Light Way

Table 3. AM / PM Peak Hour Levels of Service NC 55 at Williams St / Forest Light Way			
	2026 Existing*	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	**C / B****	**C / C****
Eastbound (Forest Light Way)	*NA*	C / D	C / D
Westbound (Williams St)	*NA*	D / C	E / C
Northbound (NC 55)	*NA*	B / B	B / B
Northbound Left Turns (NC 55)	*NA*	C / C	C / C
Southbound (NC 55)	*NA*	A / B	A / B
Southbound Left Turns (NC 55)	*NA*	B / C	B / C

*NC 55 and Williams Street / Forest Light Way was not analyzed under existing conditions due to construction impacts in the area and the NCDOT HL-0007 project will change the intersection configuration in background conditions.

**For reporting purposes, the overall LOS was calculated by averaging the overall delay for both signalized portions of the reduced conflict intersection.

Table 3-1. AM / PM Peak Hour Levels of Service				
	2026 Existing	**2030 No Build**	**2030 Build (Scenario 1 – Full Mvmt)**	**2030 Build (Scenario 2 – RCI)**
NC 55 at U-Turn North of Williams St				
Overall	*NA*	**B / B**	**B / C**	**B / C**
Southbound (NC 55)	*NA*	A / B	A / C	B / C
Northbound U-turns	*NA*	C / D	C / D	C / D
NC 55 at U-Turn South of Williams St				
Overall	*NA*	**B / B**	**B / B**	**B / B**
Northbound (NC 55)	*NA*	A / B	A / B	A / B
Southbound U-turns	*NA*	D / C	D / C	D / C

TIA recommendations:

Background improvements committed by NCDOT Project HL-0007

- Convert NC 55 at Williams St to a reduced conflict intersection (RCI) with dual left-turn lanes, three through lanes, and an exclusive right-turn lane on both northbound and southbound NC 55.
- Dual right-turn lanes eastbound on Forest Light Way.
- Triple right-turn lanes on westbound Williams Street.
- U-turn location north of Williams Street with dual U-turn lanes.
- U-turn location south of Williams Street with dual U-turn lanes.

Jessie Commons Improvements

- No additional improvements are recommended

Apex staff recommendations:

With the completion of NCDOT project HL-0007, the intersections are anticipated to operate at acceptable levels of service with or without the Jessie Commons project. The SimTraffic analysis showed moderate queueing for both peak hours under No Build and Build conditions. Apex staff note that the most recent roadway design plans show three northbound through lanes at the U-turn location north of the Williams St intersection. The analysis files have two through lanes, with the third lane terminating as one of the U-turn lanes. This was observed to cause increased queuing and delay in the SimTraffic models; however, these impacts were mitigated when the additional northbound lane was added to the analysis.

No additional improvements are recommended for the developer at this intersection as site trips account for approximately 6% of the overall traffic.

NC 55 at Jessie Drive Extension

Table 4. AM / PM Peak Hour Levels of Service NC 55 at Jessie Drive Extension				
	2026 Existing	**2030 No Build**	**2030 Build (Scenario 1 – Full Mvmt)**	**2030 Build (Scenario 2 – RCI)**
Overall	*NA*	*NA*	**C / F**	**C / C**
Westbound (Jessie Dr Ext)	*NA*	*NA*	D / E	D / D
Northbound (NC 55)	*NA*	*NA*	C / C	B / C
Southbound (NC 55)	*NA*	*NA*	B / F	C / C*
NC 55 at U-turn North of Jessie Drive Extension				
Overall				**C / F**
Northbound U-turns				C / D
Southbound (NC 55)				C / F

*Southbound left-turn Level of Service.

TIA recommendations:

Jessie Commons improvements

All Scenarios:

- Construct Jessie Drive Extension as a four-lane, median divided roadway through the site
- Provide an additional northbound through lane on NC 55 starting 100 feet south of Jessie Drive Extension and extending along the site's frontage, terminating as a right-turn lane at Site Access A

Access Scenario 1 (Full Movement)

- Provide dual westbound left-turn lanes and an exclusive right-turn lane on Jessie Drive Extension, with 350 feet of storage provided for the inside left-turn lane
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the full-movement intersection configuration

Access Scenario 2 (Reduced Conflict Intersection)

- Provide dual westbound right-turn lanes on Jessie Drive Extension
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the RCI configuration

The TIA recommends Access Scenario 1 consisting of a full movement signal at the intersection of NC 55 and Jessie Drive Extension.

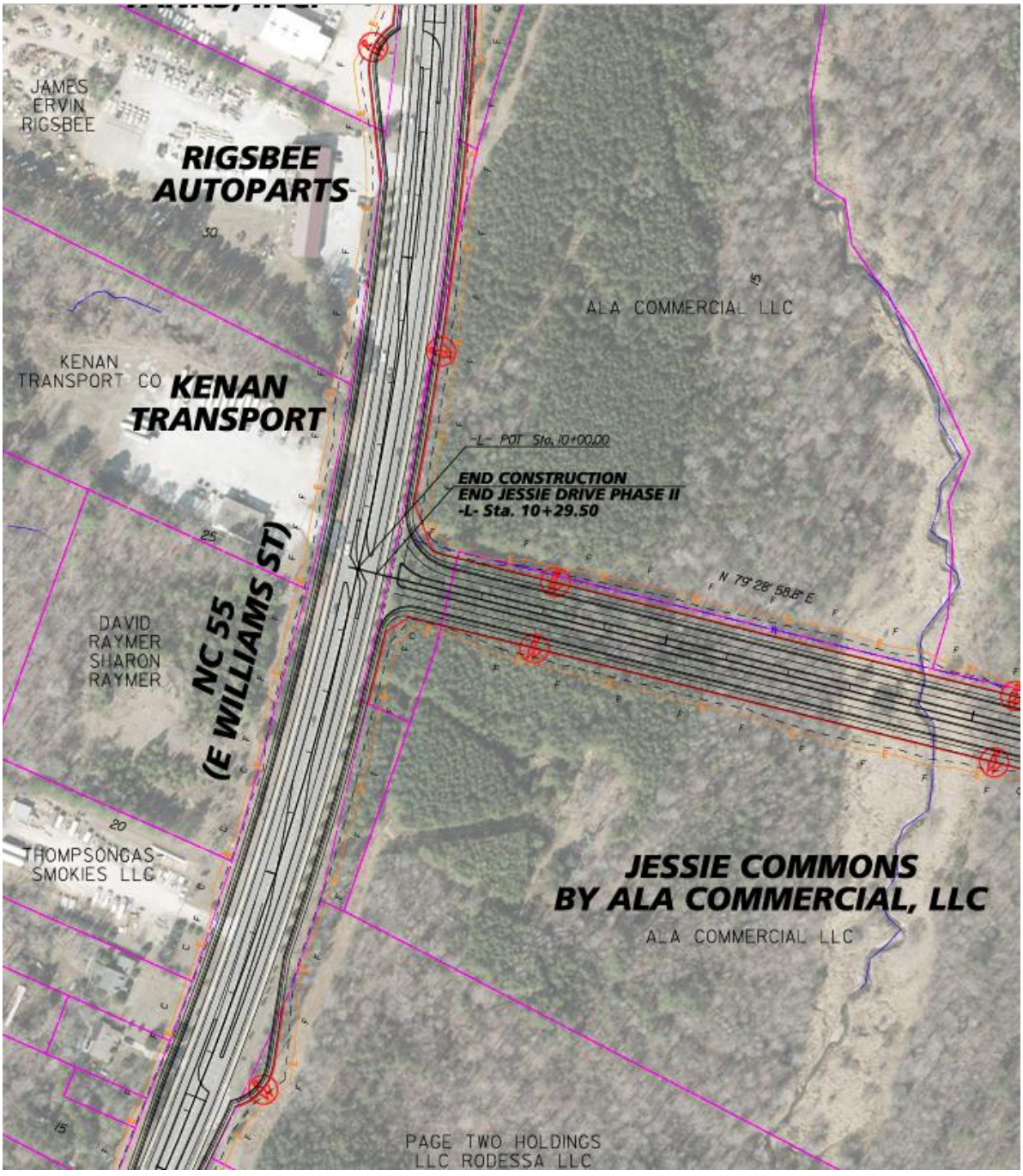
Apex staff recommendations:

Apex staff recommend Access Scenario 2 – Reduced Conflict Intersection (RCI). Jessie Drive Extension will be constructed as a four-lane, median divided thoroughfare following the alignment shown in the Transportation Plan through this development ending as an RCI configuration at NC 55. The RCI configuration is consistent with the Town's Transportation Plan and the Jessie Drive Extension Feasibility Study. The Transportation Plan designates NC 55 in this area as a six-lane, median divided superstreet (reduced conflict intersections). A portion of the functional design for Jessie Drive Extension at NC 55 from the feasibility study is shown in Figure 1 on the following page.

The main intersection is anticipated to operate at an overall LOS C during both the AM and PM peak hours under build conditions. The accompanying northern U-turn signal is expected to operate at an overall LOS C during the AM peak hour and overall LOS F during the PM peak hour. The PM level of service improves to LOS D when three southbound through lanes are analyzed at this intersection, consistent with the ultimate cross section of NC 55. The afternoon peak hour site trips account for approximately 15% of the projected traffic at the NC 55 and Jessie Drive Extension intersection. Staff recommend a third southbound through lane on NC 55 starting approximately 1,200 feet north of Site Access A (where previously approved frontage widening planned for Veridea terminates) and connecting to the approved frontage widening planned for Veridea to the south of the site to mitigate LOS F.

Apex staff also recommend the additional northbound through lane on NC 55 begin at the southern property line, consistent with frontage widening requirements.

Figure 1 – Jessie Drive Extension Functional Design (Jessie Drive Improvements and Extension Feasibility Study, 2020)



NC 55 at Site Access A (Right-in/Right-out)

Table 5. AM / PM Peak Hour Levels of Service NC 55 at Site Access A			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	*NA*	*NA*
Westbound (SA A)	*NA*	*NA*	F / F[1]
Northbound (NC 55)	*NA*	*NA*	Free
Southbound (NC 55)	*NA*	*NA*	Free

1. Level of service for stop-controlled minor street approaches.

TIA recommendations:

Jessie Commons improvements

- Construct Site Access A as a right-in/right-out with one ingress lane and one egress lane
- Provide an additional northbound through lane on NC 55 along the site's frontage, terminating as a right-turn lane at Site Access A

Apex staff recommendations:

Apex staff agree with the TIA recommendations. Site Access A should be located to avoid turning movement conflicts with the northern U-turn intersection in the RCI scenario. Synchro and SimTraffic analyses show that this driveway is expected to operate at LOS F and experience significant queueing during both the AM and PM peak hours due to the lack of gaps in traffic along NC 55. However, maintaining this driveway is important for circulation and site access as otherwise all site traffic would be dependent on the Jessie Drive Extension. Queueing on Site Access A should be significantly less during off-peak hours. A minimum Internal Protected Stem (IPS) of 250 feet is recommended for this driveway although peak hour queues are expected to be longer. A longer IPS would likely create more issues for internal access and circulation based on the available land area for development, but should be provided to the extent possible.

Jessie Drive Extension at Site Access B (Right-in/Right-out)

Table 6. AM / PM Peak Hour Levels of Service Jessie Drive Extension at Site Access B			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	*NA*	*NA*
Eastbound (Jessie Dr Ext)	*NA*	*NA*	Free
Westbound (Jessie Dr Ext)	*NA*	*NA*	Free
Northbound (SA B)	*NA*	*NA*	B / B[1]
Southbound (SA B)	*NA*	*NA*	A / B[1]

1. Level of service for stop-controlled minor street approaches.

TIA recommendations:

Jessie Commons improvements

- Construct Jessie Drive Extension as a four-lane, median divided roadway through the site
- Construct Site Access B as a right-in/right-out with one ingress lane and one egress lane as both the northbound and southbound approaches on Jessie Drive Extension approximately 400 feet east of NC 55.

Apex staff recommendations:

Apex staff concur with the recommendations in the TIA. The northbound and southbound Site Access B approaches are expected to operate at LOS B or better during both the AM and PM peak hours at build out. The 95th percentile queues are expected to be four vehicles or less. A minimum IPS of 100 feet is recommended for both the northbound and southbound driveway approaches.

Jessie Drive Extension at Site Access C (Proposed Full Movement)

Table 7. AM / PM Peak Hour Levels of Service Jessie Drive Extension at Site Access C			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	*NA*	*NA*
Eastbound (Jessie Dr Ext)	*NA*	*NA*	A / A[2]
Westbound (Jessie Dr Ext)	*NA*	*NA*	A / A[2]
Northbound (SA C)	*NA*	*NA*	E / F[1]
Southbound (SA C)	*NA*	*NA*	B / B[1]

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing major street approaches.

TIA recommendations:

Jessie Commons improvements

- Construct Jessie Drive Extension as a four-lane, median divided roadway through the site
- Construct Site Access C as a full movement with one ingress lane and two egress lanes as both the northbound and southbound approaches on Jessie Drive Extension approximately 700 feet east of NC 55.
- Provide an exclusive left-turn lane and shared through/right-turn lane on each minor street approach (Site Access C)
- Provide an exclusive eastbound left-turn lane with 100 feet of storage on Jessie Drive Extension
- Provide an exclusive westbound left-turn lane with 100 feet of storage on Jessie Drive Extension

Apex staff recommendations:

Apex staff recommend this intersection be constructed as a directional crossover restricting the left-turn movement from both the northbound and southbound (Site Access C) approaches. To meet NCDOT design minimums, Site Access C should be located a minimum of 1,200 feet from NC 55 to retain the median break for a full movement intersection. Roadway design plans for all portions of Jessie Drive including private driveway access are required to be reviewed and approved by both Apex and NCDOT to be eligible for future state maintenance when ultimately accepted by NCDOT as a state route.

The northbound approach was anticipated to operate at LOS E during the AM peak hour and LOS F during the PM peak hour. However, this was largely due to delays for the northbound left-turn movement which would be eliminated with the median crossover restriction. Staff recommend consideration of a right-in/right-out driveway on NC 55 south of Jessie Drive to serve the northbound vehicles from the southeast retail pod that would otherwise be turning left out of Site Access C, subject to review and approval of site and roadway plans.

Apex staff also recommend the eastbound and westbound left-turn lanes on Jessie Drive at Site Access C provide 150 feet of full width storage plus appropriate taper to accommodate longer-term traffic volumes when Jessie Drive is connected and avoid reconstruction of the median.

Jessie Drive Extension at Site Access D (Right-out)

Table 8. AM / PM Peak Hour Levels of Service Jessie Drive Extension at Site Access D			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	*NA*	*NA*
Eastbound (Jessie Dr Ext)	*NA*	*NA*	Free
Westbound (Jessie Dr Ext)	*NA*	*NA*	Free
Southbound (SA D)	*NA*	*NA*	A / A[1]

1. Level of service for stop-controlled minor street approaches.

TIA recommendations:

Jessie Commons improvements

- Construct Jessie Drive Extension as a four-lane, median divided roadway through the site
- Construct Site Access D as a right-out only southbound approach on Jessie Drive Extension approximately 1,000 feet east of NC 55

Apex staff recommendations:

Apex staff concur with the recommendations in the TIA. The intersection is anticipated to operate at an overall LOS A during the peak hours under build conditions. The queueing is expected to be one vehicle or less.

Jessie Drive Extension at Site Access E (Full Movement)

Table 9. AM / PM Peak Hour Levels of Service Jessie Drive Extension at Site Access E			
	2026 Existing	**2030 No Build**	**2030 Build (Access Scenario 1 and 2)**
Overall	*NA*	*NA*	*NA*
Eastbound (Jessie Dr Ext)	*NA*	*NA*	A / A[2]
Westbound (Jessie Dr Ext)	*NA*	*NA*	*NA*
Northbound (SA E)	*NA*	*NA*	B / A[1]
Southbound (SA E)	*NA*	*NA*	A / A[1]

1. Level of service for stop-controlled minor street approaches.
2. Level of service for left turn movements on free-flowing major street approaches.

TIA recommendations:

Jessie Commons improvements

- Construct Jessie Drive Extension as a four-lane, median divided roadway through the site
- Construct Site Access E as a full movement northbound and southbound approach on Jessie Drive Extension approximately 1,300 feet east of NC 55
- Provide an exclusive eastbound left-turn lane with 50 feet of storage on Jessie Drive Extension

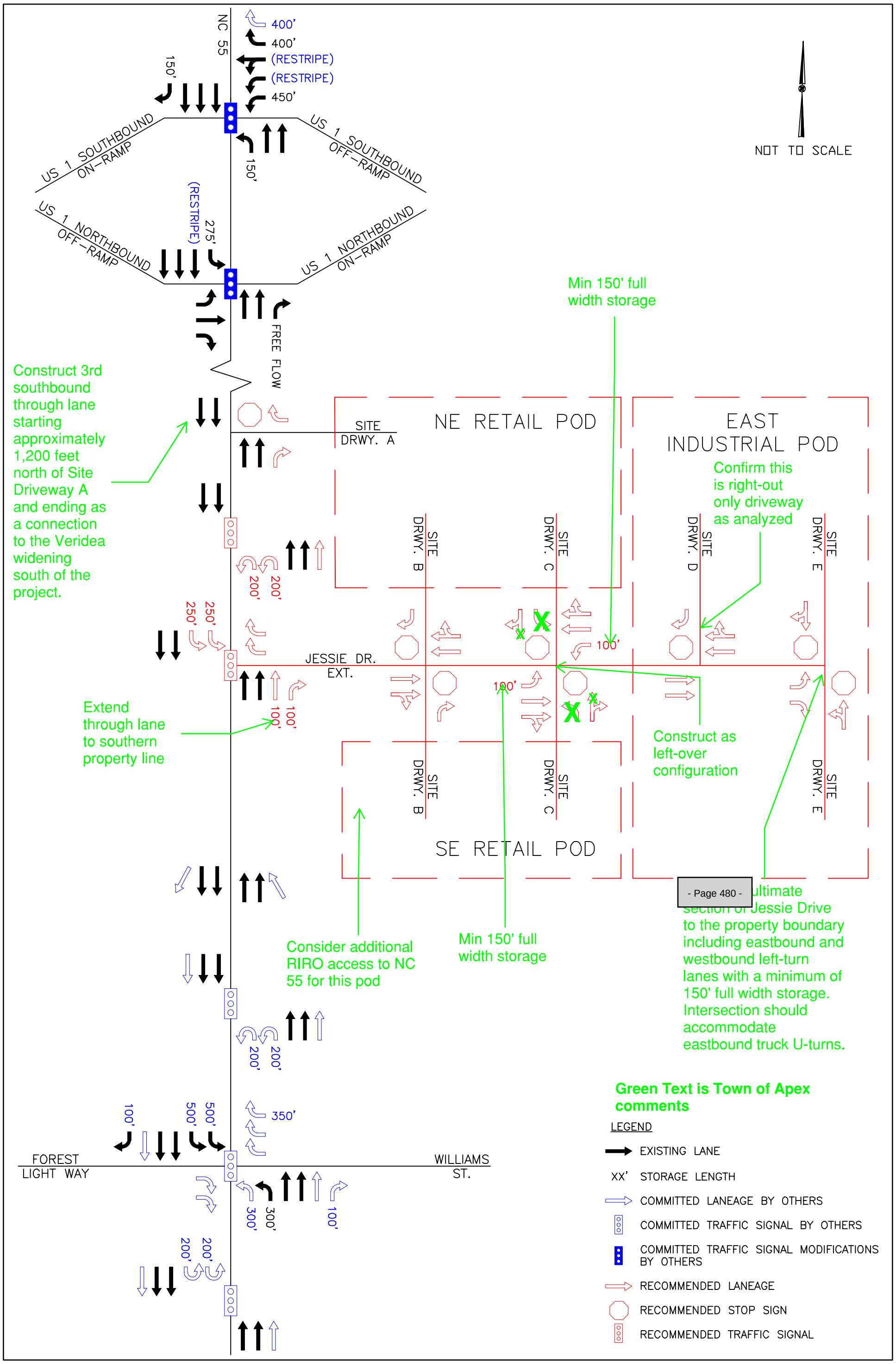
Apex staff recommendations:

Apex staff recommend the eastbound and westbound left-turn lanes provide a minimum of 150 feet of full width storage plus appropriate taper to accommodate the increased U-turn volumes at this intersection because of the left-turn restriction at Site Access C as well as to accommodate longer-term traffic volumes when Jessie Drive is connected and avoid reconstruction of the median. The intersection should be constructed to accommodate the eastbound U-turns per NCDOT design standards. The northbound and southbound approaches (Site Access E) are expected to operate at LOS B or better during the AM and PM peak hours at build out.

Please coordinate with the NCDOT District Engineer's Office concerning any recommendations on NCDOT facilities. Town staff will be available for meetings to discuss recommendations as needed.

Sincerely,

Jessica McClure, PE
Traffic Safety Engineer | 919-372-7448



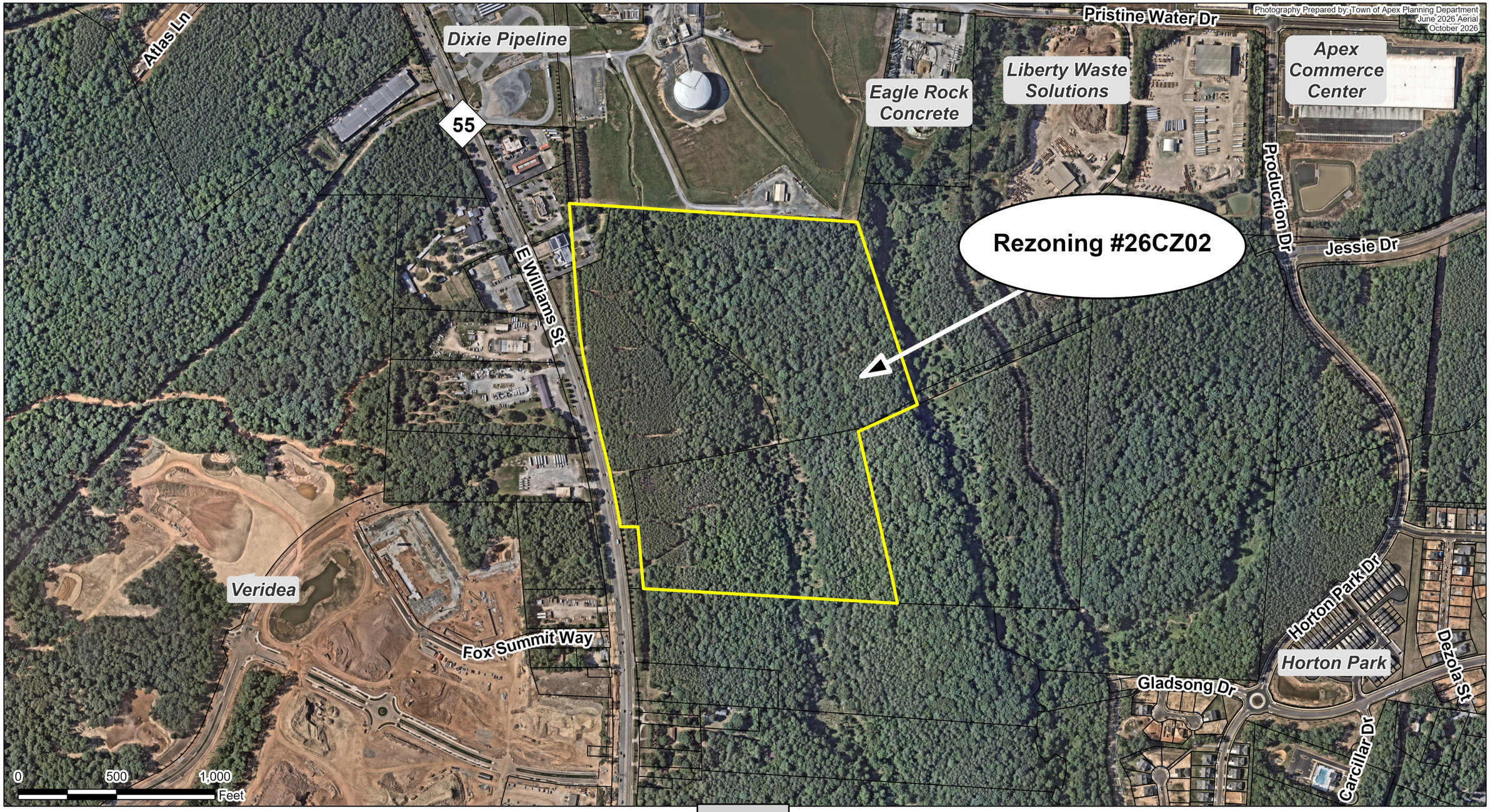
Kimley»Horn

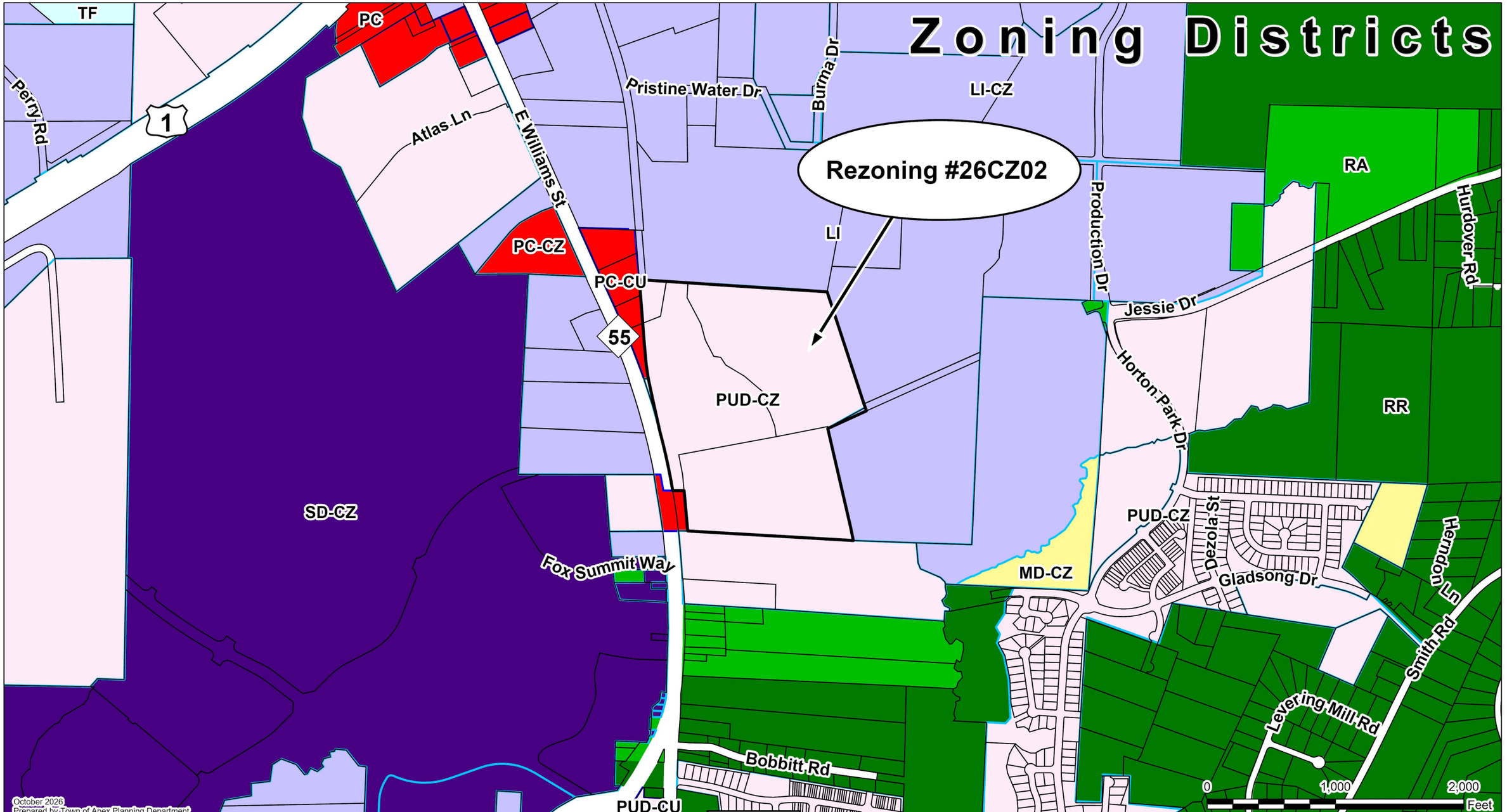
JESSIE COMMONS
APEX, NC
TRAFFIC IMPACT ANALYSIS

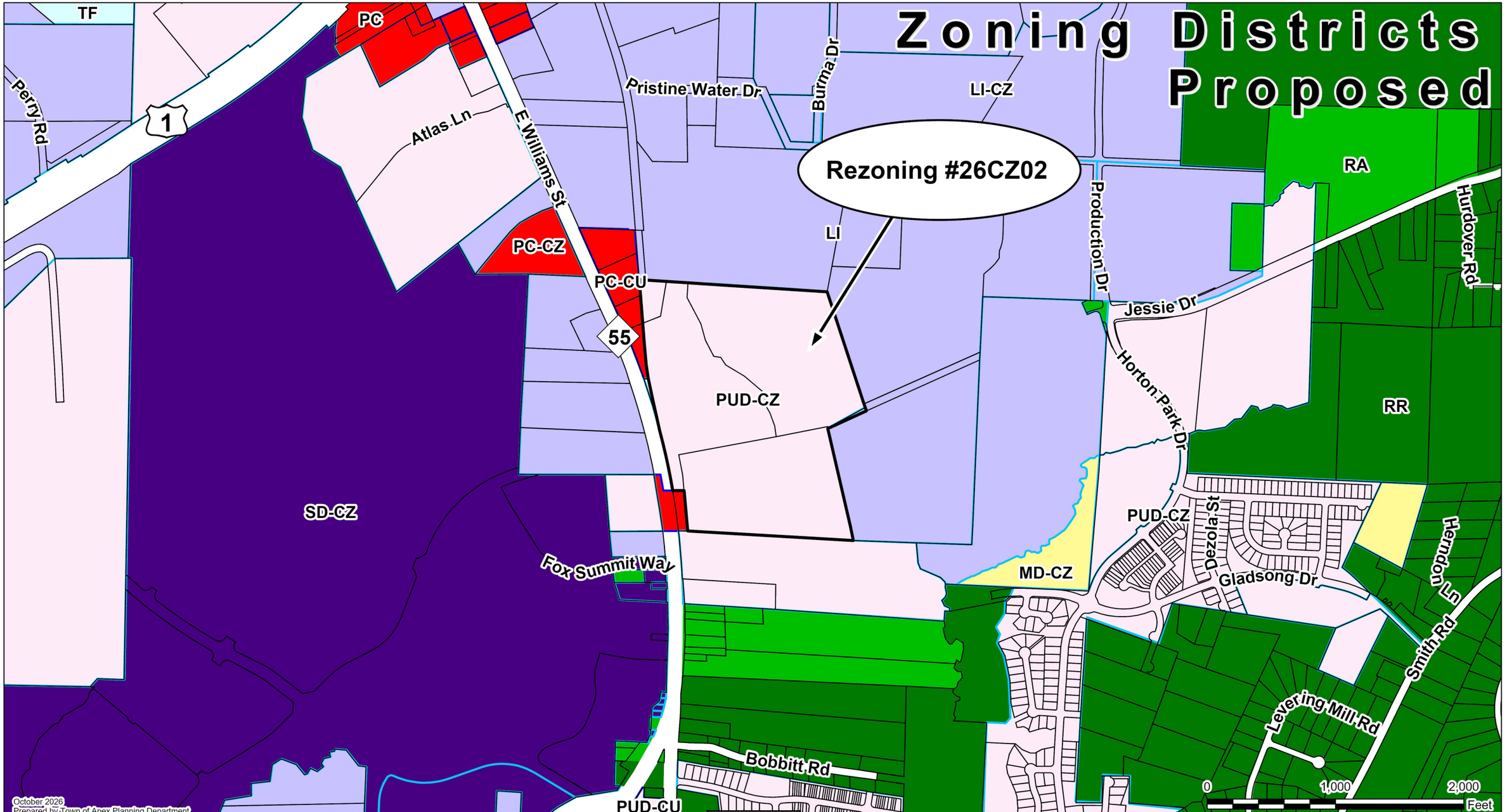
COMMITTED & RECOMMENDED ROADWAY LANEAGE
– ACCESS SCENARIO #2

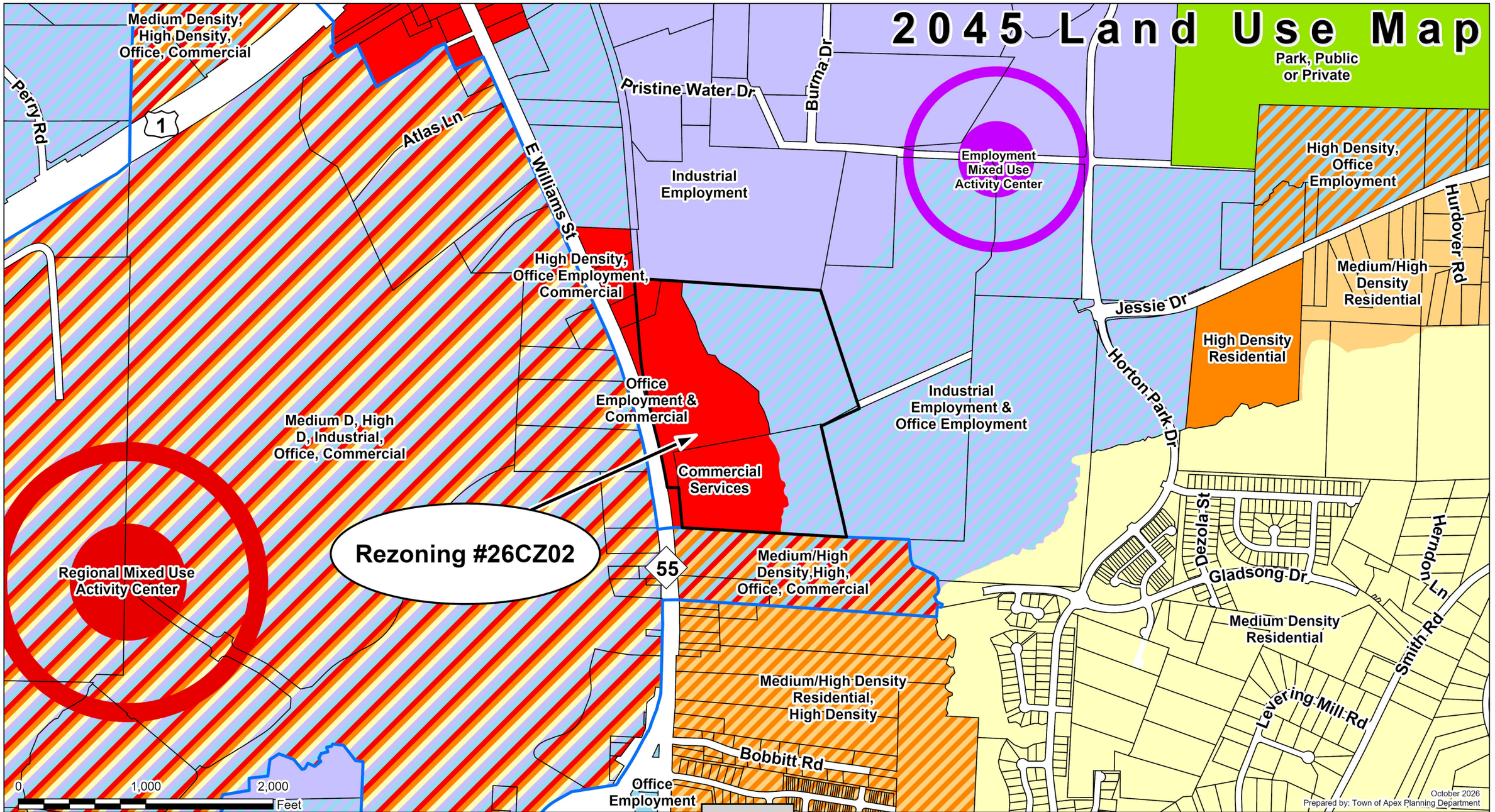
FIGURE
ES–2

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY–HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY–HORN AND ASSOCIATES, INC.


Photography Prepared by: Town of Apex Planning Department
June 2026 Aerial
October 2026
Rezoning #26CZ02
Atlas Ln
Dixie Pipeline
55
Eagle Rock Concrete
Liberty Waste Solutions
Pristine Water Dr
Apex Commerce Center
Production Dr
Jessie Dr
E Williams St
Veridea
Fox Summit Way
Horton Park Dr
Horton Park
Dezola St
Gladsong Dr
Carcillar Dr
0
500
1,000
Feet


Zoning Districts
Rezoning #26CZ02
TF
PC
PC-CZ
PC-CU
PUD-CZ
PUD-CU
SD-CZ
LI
LI-CZ
MD-CZ
RA
RR
Perry Rd
Atlas Ln
E Williams St
Pristine Water Dr
Burma Dr
Production Dr
Jessie Dr
Hurdover Rd
Horton Park Dr
Fox Summit Way
Bobbitt Rd
Dezola St
Gladsong Dr
Herndon Ln
Smith Rd
Levering Mill Rd
1
55
0
1,000
2,000
Feet
October 2026
Prepared by Town of Apex Planning Department


Zoning Districts Proposed
Rezoning #26CZ02
TF
PC
PC-CZ
PC-CU
LI
LI-CZ
PUD-CZ
SD-CZ
MD-CZ
RA
RR
PUD-CZ
PUD-CU
Perry Rd
Atlas Ln
E Williams St
Pristine Water Dr
Burma Dr
Production Dr
Jessie Dr
Hurdover Rd
Horton Park Dr
Fox Summit Way
Bobbitt Rd
Seaboard St
Gladsong Dr
Herndon Ln
Smith Rd
Levering Mill Rd
1
55
0
1,000
2,000
Feet
October 2026
Prepared by Town of Apex Planning Department


2045 Land Use Map
Medium Density, High Density, Office, Commercial
Perry Rd
1
Atlas Ln
E Williams St
Pristine Water Dr
Burma Dr
Industrial Employment
Employment Mixed Use Activity Center
Park, Public or Private
High Density, Office Employment
Hurdover Rd
Medium/High Density Residential
Jessie Dr
High Density Residential
Horton Park Dr
High Density, Office Employment, Commercial
Office Employment & Commercial
Industrial Employment & Office Employment
Medium D, High D, Industrial, Office, Commercial
Commercial Services
Rezoning #26CZ02
Regional Mixed Use Activity Center
55
Medium/High Density High, Office, Commercial
Dezola St
Gladsong Dr
Hermon Ln
Medium Density Residential
Smith Rd
Levering Mill Rd
Medium/High Density Residential, High Density
Bobbitt Rd
Office Employment
0
1,000
2,000
Feet
October 2026
Prepared by: Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #: 26CZ02 Submittal Date: 3/2/2026

Fee Paid $ Check #

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Jessie Commons PUD Amendment

Address(es): 1701 E. Williams Street; 0 E. Williams Street; 0 East Williams Street; 1615 E. Williams Street

PIN(s) 0751003311; 0751011288; 0741915068 & 0741911743 (portion of)

Acreage: 64.37

Current Zoning: PUD-CZ (06CZ26) Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Commercial Services, Industrial Employment and Office Employment

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No ☐

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

Area classified as mixed use: Acreage:

Area proposed as non-residential development: Acreage:

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

Applicant Information

Name: Strategic Real Estate Partners c/o Paxton Hollar

Address: 5605 Carnegie Blvd., Suite 375

City: Charlotte State: NC Zip: 28209

Phone: 404-836-4846 E-mail: info@strategicrepartners.com

Owner Information

Name: ALA Commercial LLC (See Application Property List)

Address: 700 Spring Forest Rd. Ste 400

City: Raleigh State: NC Zip: 27609-9124

Phone: E-mail:

Agent Information

Name: Jason Barron - Morningstar Law Group

Address: 434 Fayetteville Street, Suite 2200

City: Raleigh State: NC Zip: 27601

Phone: (919) 590-0371 E-mail: jbarron@morningstarlawgroup.com

Other contacts: Leticia Shapiro - Morningstar Law Group
434 Fayetteville Street, Suite 2200, Raleigh NC 27601
919-590-0366; tshapiro@morningstarlawgroup.com

Agent Information (Continued)

Name: Town of Apex

Address: 73 Hunter Street

City: Apex State: NC Zip: 27502

Phone: (919) 249-3400 E-Mail: dianne.khin@apexnc.org

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 26CZ02 Submittal Date: 3/2/2026

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met be the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The 2045 Land Use Map designation is Commercial Services, Industrial Employment and Office Employment. The existing Jessie Commons PUD is a non-residential development for which final number of outparcels and buildings for all non-residential sites will be determined during the site plan process. The requested amendment will amend the current design controls related to the maximum square footage for the office zones, and maximum building heights for the entire PUD. This section is continued on Exhibit A.

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 PUD is located along Hwy 55 between US 1 and Hwy 540. The properties are all currently zoned PUD-CZ. The Town's 2045 Future Land Use Map designates the properties as Commercial Services. The property is located near similarly designated properties and as such, is the appropriate location for the uses as previously approved and as shown on the Town's 2045 Land Use Map.

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

The amended PUD will comply with all Supplemental Standards in UDO Section 4.4, 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.

The PUD will adhere to the design within the PUD documents as previously approved and as amended, and all UDO standards for trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration. The adjacent properties - north and east are zoned LI-CZ; to the south and east are PUD-CZ, PC, PC-CU which are compatible with the nature and scale of the previously approved non-residential areas of the PUD.

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 amended PUD will not have adverse impacts on 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.

To the applicant's knowledge, the amended PUD will not have adverse impacts on public facilities and services to serve the PUD as previously approved. A revised TIA dated March 9, 2026 has been prepared by Kimley-Horn and has been submitted for review as part of this application. The traffic conditions studied include the existing (2026) traffic condition and the projected (2030) background and build-out conditions in the weekday AM and PM peak hours. The TIA included several recommended improvements and conclusions that can be found in the TIA report submitted with this application.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

There will be no adverse impact to health, safety, and welfare related to the amended PUD. The Amendment will amend the design controls specifically regarding area designated O-1 which will increase from 180,000sf to 200,000sf and area designated O-2 will increase from 60,000 sf to 100,000 sf. The maximum building height for areas designated O-1 & O-2 and C-1 and C-2 will increase from 40' and 30' respectively to 48 '. See Exhibit A.

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

The amended PUD is similar in size, scale, and quality of existing nearby uses. Other conditions provided in the approved PUD text, including buffers, setbacks, and other archtectural requirements ensure the project is not 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.

The amended PUD will not create a nuisance or hazard due to traffic or noise. A revised traffic study will be provided to the Town with this PUD Amendment application that will demonstrate the amendments to the design controls are appropriate. In addition, the amended PUD is similar in size, scale, and quality to existing uses in the area.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The amended PUD will comply with all standards required by the UDO and additional standards set forth in the previously approved PUD text which either meets or exceeds the base requirements of the UDO.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 26CZ02 Submittal Date: 3/2/2026

Fee for Initial Submittal: No Charge Fee for Name Change after Approval: $500*

Purpose

To provide a consistent and clearly stated procedure for the naming of subdivisions and/or developments and entrance roadways (in conjunction with *Town of Apex Address Policy*) so as to allow developers to define and associate the theme or aesthetics of their project(s) while maintaining the Town's commitment to preserving the quality of life and safety for all residents of Apex proper and extraterritorial jurisdiction.

Guidelines

- ✓ The subdivision/development name shall not duplicate, resemble, or present confusion with an existing subdivision/development within Apex corporate limits or extraterritorial jurisdiction except for the extension of an existing subdivision/development of similar or same name that shares a continuous roadway.
- ✓ The subdivision/development name shall not resemble an existing street name within Apex corporate limits or extraterritorial jurisdiction unless the roadway is a part of the subdivision/development or provides access to the main entrance.
- ✓ The entrance roadway of a proposed subdivision/development shall contain the name of the subdivision/development where this name does not conflict with the Town of Apex *Road Name Approval Application* and *Town of Apex Address Policy* guidelines.
- ✓ The name "Apex" shall be excluded from any new subdivision/development name.
- ✓ Descriptive words that are commonly used by existing developments will be scrutinized more seriously in order to limit confusion and encourage distinctiveness. A list of commonly used descriptive words in Apex's jurisdiction is found below.
- ✓ The proposed subdivision/development name must be requested, reviewed and approved during preliminary review by the Town.
- ✓ A $500.00 fee will be assessed to the developer if a subdivision/development name change is requested after official submittal of the project to the Town.*

*The imposed fee offsets the cost of administrative changes required to alleviate any confusion for the applicant, Planning staff, other Town departments, decision-making bodies, concerned utility companies and other interested parties. There is no charge for the initial name submittal.

Existing Development Titles, Recurring

	Residential	Non-Residential
10 or more	Creek, Farm(s), Village(s),	Center/Centre
6 to 9	Crossing(s), Park, Ridge, Wood(s)	Commons, Park
3 to 5	Acres, Estates, Glen(s), Green•, Hills	Crossing(s), Plaza, Station, Village(s)

•excludes names with Green Level

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: 26CZ02 Submittal Date: 3/2/2026

Proposed Subdivision/Development Information

Description of location: Previously approved. See Town of Apex Rezoning Case #06CZ26.

Nearest intersecting roads:

Wake County PIN(s):

Township:

Contact Information (as appropriate)

Contact person:

Phone number: Fax number:

Address:

E-mail address:

Owner:

Phone number: Fax number:

Address:

E-mail address:

Proposed Subdivision/Development Name

1st Choice:

2nd Choice *(Optional)*:

Town of Apex Staff Approval:

Town of Apex Planning Department Staff Date

STREET NAME APPROVAL APPLICATION

Application #: 26CZ02 Submittal Date: 3/2/2026

Wake County Approval Date: _____

Guidelines:

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

Information:

Description of location: Previously approved. See Town of Apex Rezoning Case #06CZ26.

Nearest intersecting roads: _____

Wake County PIN(s): _____

Township: _____

Contact information (as appropriate)

Contact person: _____

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

Owner: _____

Phone number: _____ Fax number: _____

Address: _____

E-mail address: _____

STREET NAME APPROVAL APPLICATION

Application #: 26CZ02 Submittal Date: 3/2/2026

of roads to be named: _____

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

Example:	Road Name	Suffix
	Hunter	Street

1	Previously approved. See Town of Apex	11	
2	Rezoning Case #06CZ26.	12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

TOWN OF APEX STAFF APPROVAL

Town of Apex Staff Approval Date

WAKE COUNTY STAFF APPROVAL:

GIS certifies that _____ names indicated by checkmark ☑ are approved.
Please disregard all other names.

Comments:

Wake County GIS Staff Approval Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: 26CZ02 Submittal Date: 3/2/2026

Town of Apex
73 Hunter Street
P.O. Box 250 Apex, NC 27502
919-249-3400
WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

Jessie Commons PUD

(the "Premises")

The Town of Apex offers to provide you with electric utilities on the terms described in this Offer & Agreement. If you accept the Town's offer, please fill in the blanks on this form and sign and we will have an Agreement once signed by the Town.

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

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

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

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

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

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

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

ACCEPTED:

CUSTOMER: SDP Charlotte, LLC	TOWN OF APEX
BY: _____ Authorized Agent	BY: _____ Authorized Agent
DATE: 2-26-26	DATE: _____

AGENT AUTHORIZATION FORM

Application #: 26CZ02 **Submittal Date:** 3/2/2026

ALA Commercial 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: 1701 E. Williams Street; 0 E. Williams Street; 0 E. Williams Street

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group
Jeff Roach - Peak Engineering and Design

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

Agent Name:	Jason Barron and Leticia Shapiro Morningstar Law Group	Jeff Roach Peak Engineering and Design
Address:	434 Fayetteville Street, Suite 2200 Raleigh, NC 27601	1125 Apex Peakway Apex, NC 27502
Telephone Number:	919-590-0371; 919-590-0366	919-439-0100
E-Mail Address:	jbarron@morningstarlawgroup.com tshapiro@morningstarlawgroup.com	jroach@peakengineering.com

Signature(s) of Owner(s)*

JR Thomas

Authorized Person for ALA Commercial LLC — 2-27-26

Type or print name: JR Thomas — 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 #: 26CZ02 Submittal Date: 3/2/2026

The undersigned, ALA Commercial LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1701 E. Williams Street and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 10/25/2006, and recorded in the Wake County Register of Deeds Office on 10/26/2006, in Book 012233 Page 02621.

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 10/25/2006, 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 10/25/2006, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 27 day of Feb, 20 26.

J. Rex Thomas (seal)

J Rex Thomas
Authorized Person for ALA Commercial LLC Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

Gerald A Byrd
Notary Public
State of North Carolina
My Commission Expires: 11-9-26

GERALD A. BYRD
Notary Public, North Carolina
Lee County
[NOTARY SEAL]
My Commission Expires
11-9-26

AFFIDAVIT OF OWNERSHIP

Application #: 26CZ02 Submittal Date: 3/2/2026

The undersigned, ALA Commercial LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 E. Williams Street & 0 E. Williams Street and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/14/2007, and recorded in the Wake County Register of Deeds Office on 3/16/2007, in Book 012448 Page 02166.

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 3/14/2007, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/14/2007, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 25 day of Feb, 20 26.

J. R Thomas (seal)

J. Rex Thomas
Authorized Person for ALA Commercial LLC Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that J Rex Thomas, 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.

GERALD A. BYRD
Notary Public, North Carolina
Lee County
My Commission Expires
11-9-26

[NOTARY SEAL]

Gerald A. Byrd
Notary Public
State of North Carolina
My Commission Expires: 11-9-26

AFFIDAVIT OF OWNERSHIP

Application #: 26CZ02 Submittal Date: _____

The undersigned, Town of Apex (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 1615 E. Williams St. and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 12/20/2006, and recorded in the Wake County Register of Deeds Office on 12/21/2006, in Book 012323 Page 01942.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 12/20/2006, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 12/20/2006, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 29th day of September, 2026.

Randy Vosburg (seal)

Randy Vosburg

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF Wake

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

SANDRA S BURKE NOTARY PUBLIC WAKE COUNTY NC
[NOTARY SEAL]

Sandra S. Burke

Notary Public
State of North Carolina
My Commission Expires: 9/9/203

AGENT AUTHORIZATION FORM

Application #: 26CZ02 Submittal Date: _____

Town of Apex 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: 1615 E. William St.

The agent for this project is: _____

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

Agent Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Signature(s) of Owner(s)*

Randy Vosburg

Randy Vosburg — Type or print name — 9/29/26 — 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.

Application #: 26CZ02 Submittal Date:

Insert legal description below.

Being a 64.37 acre tract of land located in the White Oak Township, Wake County, North Carolina comprised of contiguous land parcels identified as Wake Co. PIN numbers 0751-00-3311, 0741-91-2010, 0741-91-6041, and 0751-01-1288 with the perimeter described as follows:

Beginning at a *iron pipe* having NC Grid (NAD 83) coordinates of **N: 710285.84, E: 2049460.39**; thence along the northern *property line of the David L. Raymer Property* following a bearing of **N 89°56'09" W** a distance of **88.62** feet to a *iron pipe on the eastern right of way of NC Hwy 55*; thence along the *eastern right of way of NC Hwy 55* in a northerly direction with a non tangent curve turning to the left with a radius of 5495.40 feet, having a chord bearing of **N 12°16'32" W** and a chord distance of **475.12**, having a interior angle of 04°57'19" and an arc length of 475.27 to a *iron pipe*; thence along the *eastern right of way of NC Hwy 55 in* a northerly direction with a non tangent curve turning to the left with a radius of 5495.40 feet, having a chord bearing of **N 16°58'36" W** and a chord distance of **426.38**, having a interior angle of 04°26'48" and an arc length of 426.49 to a *iron pipe*; thence leaving the *eastern right of way of NC Hwy 55* along the southern property line of the Edwards Investment Group following a bearing of **S 86°19'55" E** a distance of **35.78** feet to a *iron pipe*; thence along the western property line of the Edwards Investment Group following a bearing of **N 08°39'56" W** a distance of **111.05** feet to a *iron pipe*; a bearing of **N 05°09'13" W** a distance of **159.93** feet to a *iron*; a bearing of **N 04°27'18" W** a distance of **505.30** feet to a *iron pipe in the southern property line of the Dixie Pipeline Company Property*; thence with the *southern property line of the Dixie Pipeline Company Property following* a bearing of **S 86°19'34" E** a distance of **1165.34** feet to a *iron pipe and* a bearing of **S 86°16'37" E** a distance of **302.09** feet to a *iron pipe in the western property line of the Louis C. Smith Property;* thence with *the western property line of the Louis C. Smith Property following a* bearing of **S 18°12'55" E** a distance of **978.58** feet to a *point*; thence with the *property line of the Louis C. Smith Property* a bearing of **S 65°46'45" W** a distance of **329.17** feet to a *point*; thence with the *property line of the Louis C. Smith Property* a bearing of **S 79°31'14" W** a distance of **0.87** feet to a *iron pipe*; thence with *the western property line of the Louis C. Smith Property* following a bearing of **S 12°28'44" E** a distance of **894.01** feet to a *iron pipe in the northern property line of the Daylene Page Property*; thence with *the northern property line of the Daylene Page Property following a* bearing of **N 86°39'53" W** a distance of **1286.16** feet to a *iron pipe in the western property line of the David L. Raymer Property*; thence with *the western property line of the David L. Raymer Property following* a bearing of **N 05°23'23" W** a distance of **315.78** feet to a *iron pipe the point and place of beginning and containing 2804093 sq. ft./ 64.37 ac. more or less*;

LESS AND EXCEPT the following:

ALA Commercial LLC
"SLIVER" Property Legal Description

A certain parcel of land, situated in White Oak Township, Wake County, North Carolina, being known and designated as PIN: 0741-91-2010 REID 0342514 Wake County Records, and being more particularly described as follows:

At an Existing Iron Pipe along the eastern right-of-way line of NC Highway 55 (E. Williams Street) being at the northwest corner of the subject parcel and the common southwest corner of the N/F ALA Commercial LLC Property described as PIN 0741-91-1400 REID 0367740, said point described by Smith & Smith Surveyors in an "Exempt Subdivision Plat for Highway 55 Properties, LLC" recorded with the Wake County Register's office on August 5, 2005 at Book of Maps 2005 Page 1584, said point being the POINT OF BEGINNING;

thence N86°19'55"E, 35.78' to an Iron Pipe Set being the Common Property Corner with PINs 0741911400, 0741915068, and 0741912010;

thence S08°39'56"E, 18.83' to an Iron Pipe Set along the common property boundary with PIN 0741915068;

thence S11°50'08"E, 129.38' to an Iron Pipe Set along the common property boundary with PIN 0741915068;

thence S12°51'38"E, 266.95' to an Iron Pipe Set along the southern corner described as IPS "A" within the plat recorded in BM2005 PG1584;

thence with a curve to the west with a chord bearing of N16°58'36"W, 426.38' with a radius of 5,495.40' and a curve length of 426.49' to a point, said point by the POINT OF BEGINNING; with the parcel containing 5,401 square foot or 0.124 acres more or less as described in BM2005 PG1574.

JESSIE COMMONS PUD AMENDMENT - APPLICATION PROPERTY LIST							
Address	REID	PIN	Owner	Mailing Address 1	Mailing Address 2	Deed Book	Deed Page
1701 E WILLIAMS ST	0013416	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	012233	02621
0 E WILLIAMS ST	0012272	0751011288	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	012448	02163
0 E WILLIAMS ST	0342515	0741915068	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	012448	02163
1615 E. WILLAMS ST	0352879	0741911743	APEX TOWN OF	PO BOX 250	APEX, NC 27502-0250	012323	01942

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*	Strategic Real Estate Partners
Company Phone *Number*	404-836-4846
Developer Representative *Name*	Paxton Hollar
Developer Representative *Phone Number*	704-287-7778
Developer Representative *Email*	phollar@strategicrepartners.com

New Residential Subdivision *Information*	
Date of Application for Subdivision	
City, Town or Wake County Jurisdiction	
Name of Subdivision	Jessie Commons PUD
Address of Subdivision (if unknown enter nearest cross streets)	
REID(s)	0013416; 0012272; 0342515
PIN(s)	075003311; 0751011288; 0741915068

Projected Dates *Information*	
Subdivision *Completion Date*	
Subdivision *Projected First Occupancy Date*	

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other	non-residential																

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 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.

January 28, 2026

Date

Dear Neighbor:

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

Address(es)	PIN(s)
0 E Williams Street; 1701 E Williams Street;	0751011288; 0751003311;
0 E Williams Street; 1615 E Williams Street	0741915068; 0741911743

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)):

Rezone for the purpose of amending the Jessie Commons Planned Unit Development Design Controls related to building height and square footage maximums.

Estimated submittal date: March 2, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	Town of Apex and ALA Commercial LLC
Applicant(s):	Strategic Real Estate Partners
Contact information (email/phone):	Jason Barron Morningstar Law Group-(919) 590-0371-jbarron@morningstarlawgroup.com
Meeting Address:	Virtual - Zoom Platform https://morningstarlaw.group/02112026
Date/Time of meeting**:	February 11, 2026 - 5:30pm-6:30pm

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: Jessie Commons PUD Amendment Zoning: PUD-CZ

Location: See Attached Property List

Property PIN(s): See Attached Property List Acreage/Square Feet: See Attached Property List

Property Owner: See Attached Property List

Address:

City: State: Zip:

Phone: Email:

Developer: N/A

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jeff Roach, Peak Engineering & Design PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.com

Builder (if known): 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.

Neighborhood Meeting Property List

ATTACHMENT A

PIN	Site Address	Owner Name and Address	Acreage
0751003311	1701 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	22.24
0751011288	0 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	23.66
0741915068	0 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	18.53
0741911743	1615 E WILLIAMS ST	APEX TOWN OF, PO Box 250, Apex, NC 27502-0250	2.09
			66.52

HOW TO PARTICIPATE IN THE FEBRUARY 11, 2026, NEIGHBORHOOD MEETING

To participate by PC, Mac, or iPad devise, go to https://morningstarlaw.group/02112026 to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.) You may also scan the registration QR Code to register.

- Upon Registration, you Will receive a confirmation email with instructions on how to Access the meeting
- To attend the meeting via phone,
- Dial one of the following numbers:

REGISTRATION QR CODE

Dial one of the following numbers:

- +1 301 715 8592
- +1 305 224 1968
- +1 309 205 3325
- +1 312 626 6799
- +1 646 931 3860
- +1 929 436 2866
- +1 253 205 0468
- +1 253 215 8782

Webinar ID: 847 0062 4720
Passcode: 959595

- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

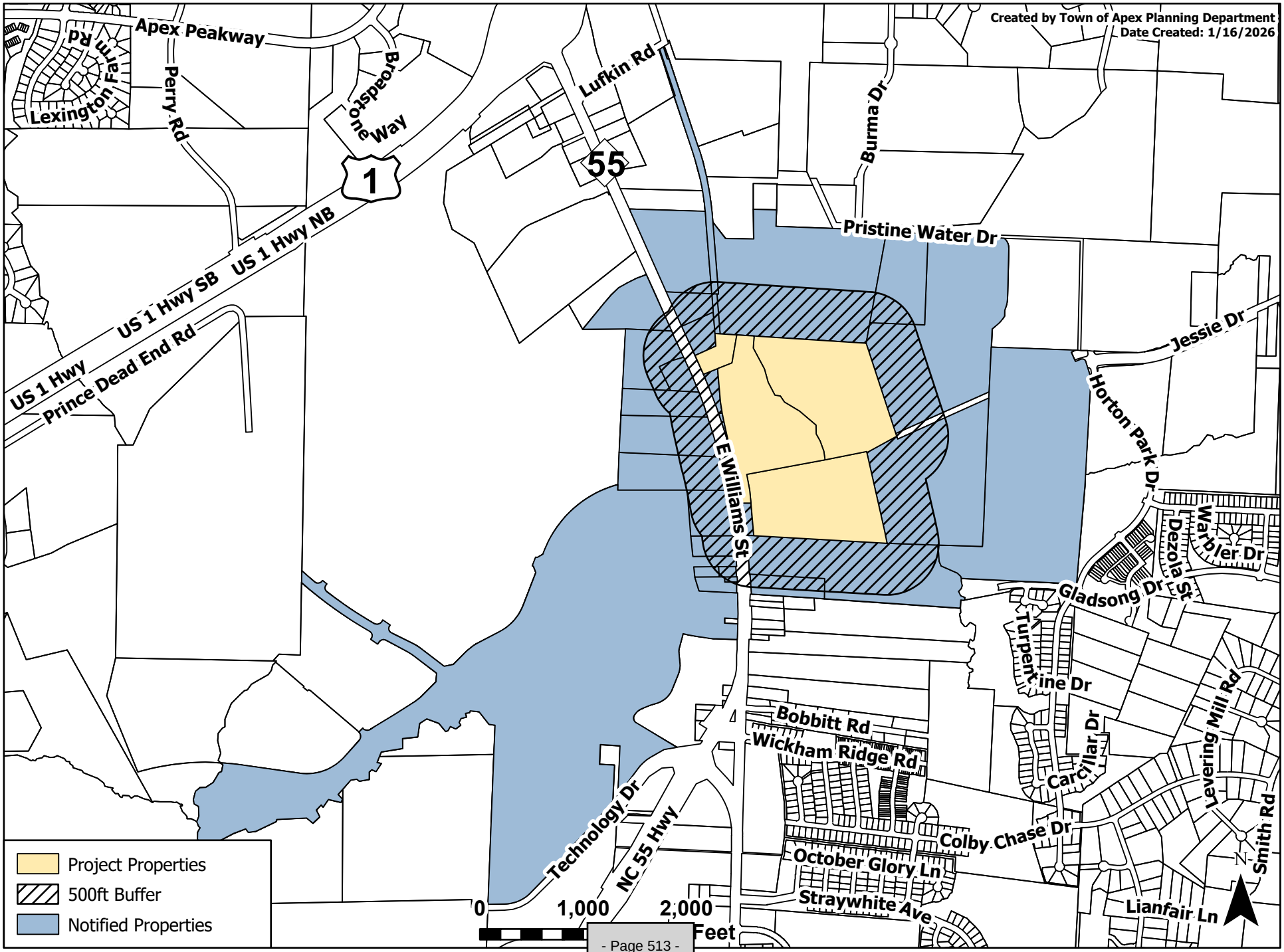
If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0362** or email tshapiro@morningstarlawgroup.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email tshapiro@morningstarlawgroup.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at tshapiro@morningstarlawgroup.com.

Notified Properties within 500ft of the Project Properties



NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Virtual - Zoom Platform

Date of meeting: February 11, 2026 Time of meeting: 5:30pm to 6:30pm

Property Owner(s) name(s): ALA Commercial LLC

Applicant(s): Strategic Real Estate Partners

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.	No Attendees				☐
2.					☐
3.					☐
4.					☐
5.					☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): ALA Commercial LLC

Applicant(s): Strategic Real Estate Partners

Contact information (email/phone): tshapiro@morningstarlawgroup.com; 919-590-0366

Meeting Address: Virtual - Zoom Platform

Date of meeting: February 11, 2026 Time of meeting: 5:30pm to 6:30pm

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: No Attendees

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, Leticia L. Shapiro, 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 Platform (location/address) on February 11, 2026 (date) from 5:30pm (start time) to 6:30pm (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.

2/17/2026
Date

By: Leticia L. Shapiro

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Julia Ogden, a Notary Public for the above State and County, on this the 17th day of February, 2026.

SEAL

Notary Public

Julia Ogden
Print Name

My Commission Expires: June 23, 2029

JULIA OGDEN
NOTARY PUBLIC
WAKE COUNTY, N.C.

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.

	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.

	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:

This is a previously approved PUD that is exempt from the Environmental Advisory Board pursuant to UDO Section 2.1.9 (A)(2)(a). See Town of Apex Rezoning Case #06CZ26.

2.1.9 Apex Environmental Advisory Board

A) ***Powers and Duties***
The Environmental Advisory Board shall have the following powers and duties under the provisions of this Ordinance:

1) Advise the Planning Committee of the Apex Town Council regarding suggested changes to the Unified Development Ordinance related to the impacts of development upon the natural environment.

2) Review, with applicants, during the staff review phase of a proposal, certain requests for conditional rezoning and recommend zoning conditions to the applicant and Town Council that will mitigate anticipated impact to the natural environment as a result of the project under consideration. The following conditional rezoning requests shall be exempt from review by this Board:

a) Rezonings to amend zoning conditions which have no environmental impact on a site including but not limited to revisions to architectural standards, building height, setbacks, and uses;

b) Rezonings to resolve nonconformities;

c) Rezonings of 10 acres or less; and

d) Rezonings within the Small Town Character Overlay District.

Additional Board Recommendations:

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.

June 29, 2026

Date

Dear Neighbor:

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

Address(es)	PIN(s)
0 E Williams Street; 1701 E Williams Street;	0751011288; 0751003311;
0 E Williams Street; 1615 E Williams Street;	0741915068; 0741911743

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 (also see attached map(s) and/or plan sheet(s)):

Rezone for the purpose of amending the Jessie Commons Planned Unit Development Design Controls related to building height and square footage maximums.

Estimated submittal date: _____

MEETING INFORMATION:

Property Owner(s) name(s): Town of Apex and ALA Commercial LLC

Applicant(s): Strategic Real Estate Partners

Contact information (email/phone): Jason Barron Morningstar Law Group-(919) 590-0371-jbarron@morningstarlawgroup.com

Meeting Address: Virtual - Zoom Platform / https://morningstarlaw.group/07132026

Date/Time of meeting**: July 13, 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.

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: Jessie Commons PUD Amendment Zoning: PUD-CZ

Location: See Attached Property List

Property PIN(s): See Attached Property List Acreage/Square Feet: See Attached Property List

Property Owner: See Attached Property List

Address:

City: State: Zip:

Phone: Email:

Developer: N/A

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jeff Roach, Peak Engineering & Design PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.com

Builder (if known): 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 Project 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 Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2nd and 4th Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at http://www.apexnc.org/838/Agendas-Minutes). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

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

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

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

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

Documentation:

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

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

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

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 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: **Rodney Smith** **919-249-3342**

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

ATTACHMENT A

PIN	Site Address	Owner Name and Address	Acreage
0751003311	1701 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	22.24
0751011288	0 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	23.66
0741915068	0 E WILLIAMS ST	ALA COMMERCIAL LLC, 700 Spring Forest Rd, Ste 400, Raleigh NC 27609-9124	18.53
0741911743	1615 E WILLIAMS ST	APEX TOWN OF, PO Box 250, Apex, NC 27502-0250	2.09
			66.52

HOW TO PARTICIPATE IN THE JULY 13, 2026, NEIGHBORHOOD MEETING

To participate by PC, Mac, or iPad devise, go to https://morningstarlaw.group/07132026 to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.) You may also scan the registration QR Code to register.

- Upon Registration, you Will receive a confirmation email with instructions on how to Access the meeting
- To attend the meeting via phone,
- Dial one of the following numbers:

REGISTRATION QR CODE

Dial one of the following numbers:

- +1 301 715 8592
- +1 305 224 1968
- +1 309 205 3325
- +1 312 626 6799
- +1 646 931 3860
- +1 929 436 2866
- +1 253 205 0468
- +1 253 215 8782

Webinar ID: 895 8567 0164
Passcode: 340907

- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

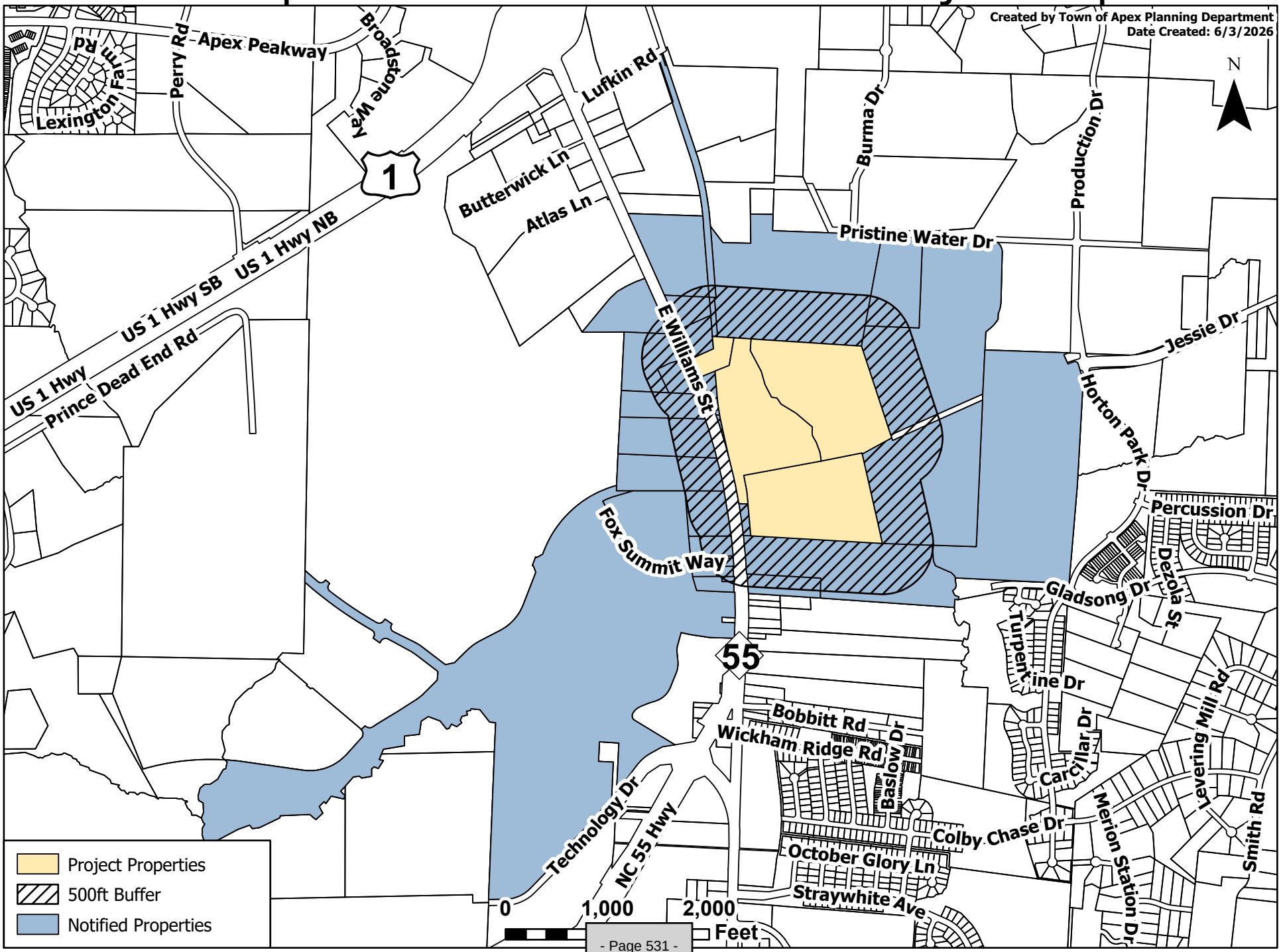
If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0366** or email tshapiro@morningstarlawgroup.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email tshapiro@morningstarlawgroup.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at tshapiro@morningstarlawgroup.com.

Notified Properties within 500ft of of the Project Properties



SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS		
0 E WILLIAMS ST	0741912010	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	
1701 E WILLIAMS ST	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	
1600 E WILLIAMS ST	0741815609	APEX RENT ACCOUNT LLC	1765 TOWN HOME DR	APEX NC 27502-6690	
0 E WILLIAMS ST	0741921122	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
1610 E WILLIAMS ST	0741817563	CLARK INVESTORS LLC	1266 BENSON RD	GARNER NC 27529-4648	
0 E WILLIAMS ST	0741929413	DIXIE PIPE LINE COMPANY	PO BOX 4018	HOUSTON TX 77210-4018	
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
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
1650 E WILLIAMS ST	0741816234	PPTAPEX LLC	11009 DUNHAM LN	RALEIGH NC 27613-6866	
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	
0 E WILLIAMS ST	0740992565	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	
1561 E WILLIAMS ST	0741828189	SAMPSON BLADEN OIL CO INC	PO BOX 469	CLINTON NC 28329-0469	
1548 E WILLIAMS ST	0741824172	SHELKE, SUNIL SHELKE, SUDARSHINI	314 FARROW GLEN LOOP	CARY NC 27519-6941	
500 PRISTINE WATER DR	0751029412	SILVI CONCRETE SOUTH LLC	355 NEWBOLD RD	FAIRLESS HILLS PA 19030-4313	
5228 JESSIE DR	0751102449	SMITH, MARTHA M HEIRS CLEMENT, MARTHA S	PO BOX 457	APEX NC 27502-0457	
1708 E WILLIAMS ST	0740990896	THOMPSONGAS - SMOKIES LLC	5260 WESTVIEW DR STE 200	FREDERICK MD 21703-8512	
1581 E WILLIAMS ST	0741819972	TRI ARC FOOD SYSTEMS INC	4905 WATERS EDGE DR	RALEIGH NC 27606-2405	
520 PRISTINE WATER DR	0751113934	WALL RECYCLING LLC	2310 GARNER RD	RALEIGH NC 27610-4612	
0 E WILLIAMS ST	0751201670	WOMBLE, CHARLES H WOMBLE, GLEN A	802 BELLAMY RD	NORTH MYRTLE BEACH SC 29582-2828	
		Current Tenant	500 Pristine Water DR	APEX NC 27539	
		Current Tenant	520 Pristine Water DR	APEX NC 27539	
		Current Tenant	1521 E Williams ST	APEX NC 27539	
		Current Tenant	1561 E Williams ST	APEX NC 27539	
		Current Tenant	1565 E Williams ST	APEX NC 27539	
		Current Tenant	1581 E Williams ST	APEX NC 27539	
		Current Tenant	1600 E Williams ST	APEX NC 27539	
		Current Tenant	1608 E Williams ST	APEX NC 27539	
		Current Tenant	1610 E Williams ST	APEX NC 27539	
		Current Tenant	1650 E Williams ST	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	

Created by Town of Apex Planning Department
Date Created: 6/3/2026

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: https://morningstarlaw.group/07132026

Date of meeting: July 13, 2026 Time of meeting: 5:30 pm - 6:30 pm

Property Owner(s) name(s): Town of Apex and ALA Commercial LLC

Applicant(s): Strategic Real Estate Partners

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.	No attendees				☐
2.					☐
3.					☐
4.					☐
5.					☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): Town of Apex and ALA Commercial LLC

Applicant(s): Strategic Real Estate Partners

Contact information (email/phone): Jason Barron Morningstar Law Group-(919) 590-0371-jbarron@morningstarlawgroup.com

Meeting Address: https://morningstarlaw.group/07132026

Date of meeting: July 13, 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:
N/A

Applicant's Response:
N/A

Question/Concern #2:
N/A

Applicant's Response:
N/A

Question/Concern #3:
N/A

Applicant's Response:
N/A

Question/Concern #4:
N/A

Applicant's Response:
N/A

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

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

I, Leticia Shapiro, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, 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 Zoom Virtual Meeting/https://morningstarlaw.group/07132026 (location/address) on July 13, 2026 (date) from 5:30pm (start time) to 6:30pm (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.

7/14/26
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paula H. Zorio, a Notary Public for the above State and County, on this the 14th day of July, 2026.

SEAL

PAULA H. ZORIO
NOTARY PUBLIC
WAKE COUNTY, N.C.

Paula H. Zorio
Notary Public

Paula H. Zorio
Print Name

My Commission Expires: 3/26/29

Leticia Shapiro | Attorney
434 Fayetteville Street, Suite 2200
Raleigh, NC 27601

919-590-0366
tshapiro@morningstarlawgroup.com
www.morningstarlawgroup.com

Resubmittal

October 16, 2026

Via Town of Apex IDT
Town of Apex
Planning Department
322 N. Mason Street
Apex, NC 27502

RE: Jessie Commons PUD Amendment
(See Exhibit B – List of Properties)

To Whom it May Concern,

This letter is submitted to notify you of a proposed amendment to the Jessie Commons Planned Unit Development Conditional Zoning (PUD-CZ) to revise certain specific design controls of the Jessie Commons PUD-CZ.

The Jessie Commons PUD was originally approved on March 6, 2007, under Case No. 06CZ26, and encompasses approximately 64.25 acres. A copy of the approved PUD-CZ is attached as Exhibit C.

The development includes designated commercial and office areas identified as C-1, C-2, O-1, and O-2, as illustrated below.

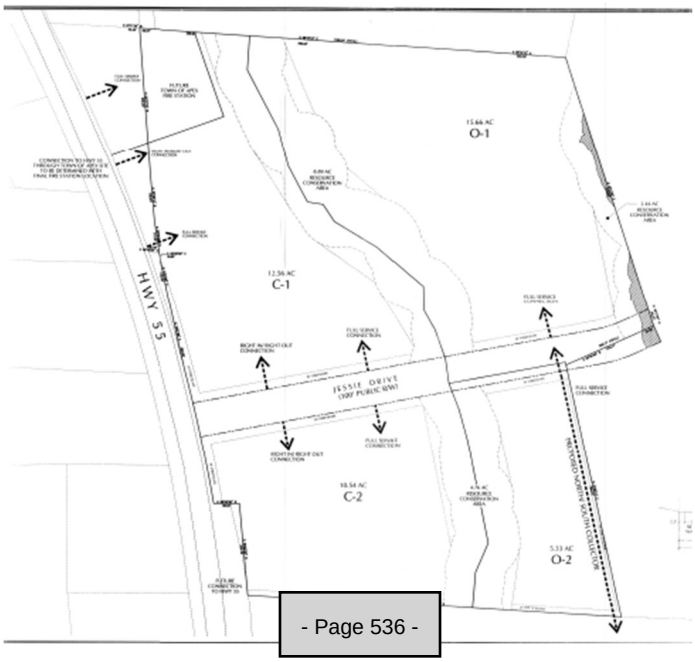


Exhibit A proposes an amendment to modify specific design controls within the PUD. The maximum permitted square footage in the Office O-1 district will increase from 180,000 square feet to 240,000 square feet.

The maximum building height will also be revised from 40 feet in the commercial area and 30 feet in the office area, to a uniform maximum height of 48 feet across the C-1, C-2, O-1, and O-2 areas.

The requested increase in square footage and building height is appropriate and justified based on the site's location, underlying land use designation, and the intent of the Planned Unit Development (PUD) process to allow flexible, high-quality design solutions.

The Commercial Services, Industrial Employment, and Office Employment designations together with the site's location along a major transportation corridor between US 1 and NC 540, supports more intensive non-residential development, including larger building footprints and increased building heights as part of a coordinated commercial center. The proposed increase in square footage along with a uniform increase in building height allow the site to more efficiently accommodate modern office and commercial users while remaining consistent with the scale of development anticipated for this corridor.

Importantly, the additional square footage and height do not expand the overall footprint of the PUD, instead, they provide flexibility to consolidate development, promote cohesive site planning, and support higher-quality architectural design. The requested increases in square footage and building height are consistent with the Comprehensive Plan, compatible with surrounding development, and advance the purpose of the PUD district by enabling a more efficient, coordinated, and higher-quality commercial development without creating adverse impacts.

A corresponding PUD-CZ rezoning application and revised Traffic Impact Analysis prepared by Kimley-Horn have been submitted through the Town's development portal. The PUD will be consistent with the Town of Apex Transportation Plan.

Please feel free to contact me with any questions.

Respectfully submitted,

Leticia L. Shapiro

6.0 DESIGN CONTROLS

	C-1	C-2	O-1	O-2
Maximum non-residential SF	110,000	85,000	~~180,000~~ 240,000	60,000
Maximum building height	~~40'~~ 48'	~~40'~~ 48'	~~30'~~ 48'	~~30'~~ 48'
Minimum building setback to interior property line	10'	10'	0'	0'
Minimum parking/drive setback to interior property line	0'	0'	0'	0'
Minimum building setback to Hwy 55 / Jessie Drive	30'	30'	30'	30'
Minimum building setback to perimeter property line	30'	30'	30'	30'
Minimum building setback to RCA*	10'	10'	10'	10'
Minimum parking/drive setback to RCA*	5'	5'	5'	5'
Maximum impervious surface	70%	70%	70%	70%

* If no vegetation exists in RCA areas adjacent to building /drive area no setback shall be required.

13.0 PUBLIC FACILITIES

All public facilities and infrastructure shall be designated per the current Town of Apex standards and specifications and shall be consistent with the Town of Apex Transportation Plan and the Master Plan. Public facilities requirements established in UDO Sec. 2.3.4(F)(1)(f) are met as follows:

~~i) The on-site circulation system is determined by the Town of Apex Thoroughfare and Collector Street Plan for the most part with frontage on NC 55 and the construction of Jessie Drive on 100' public right-of-way from NC 55 to the eastern boundary of the site. The commercial site C-1 will connect to Jessie Drive and NC 55 by private drives shown on the site layout plan. The commercial site C-2 will connect to Jessie Drive by private drives shown on the site layout plan and include a stub to the west for future connection to NC 55 by others. The office/flex site O-1 will connect to Jessie Drive by a public Collector Street on 60' public right-of-way shown on the site layout plan. Jessie Drive shall be constructed as a four-lane divided roadway with landscaped median from NC 55 to the intersection of the full-service private driveways serving C-1 and C-2 in the first phase of this project. An~~

~~additional northbound lane shall be constructed along the property frontage on NC 55 with the first phase of parcel development. The traffic signal at the intersection of NC 55 and Jessie Drive shall be constructed in the first phase of this project when permitted by North Carolina Department on Transportation. The extension of Jessie Drive to the eastern boundary of the site as an interim two-lane roadway with the left turn bays on 100' public right-of-way with grading for the ultimate four lane median-divided roadway shall be constructed in the second phase of this project. The Collector Street on 60' Construction of the private site driveways shall be completed with development of the parcel it abuts. Construction of the private site driveways shall be completed in accordance with the recommendation in the Traffic Impact Analysis.~~

i) *Recommended Improvements*:

The following conditions regarding transportation improvements apply and shall be phased consistent with the Traffic Impact Analysis that has been performed for this rezoning, which is on file with the Town of Apex. All proposed driveway access and improvements on state-maintained roadways are subject to both Apex and NCDOT review and approval. 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, as amended with this rezoning.

The Developer shall construct the following, consistent with the Thoroughfare and Collector Street Plan Map and the Bicycle and Pedestrian Plan Map, subject to Town of Apex and NCDOT review and approval at the time of site and subdivision plans.

Transit Easement

The Developer shall construct concrete flatwork to the Town's Standard Specifications for bus stops (see sheets 300.32 1, 2, 3) for pair of future bus stops along Jessie Drive close to the proposed grocery store entrance. Such bus stops may be permitted within the right-of-way, provided the Developer shall provide Permanent Transit Easement(s) if needed for areas outside the ROW. No bus stop amenities or signage shall be required to be purchased or installed by the applicant. Exact locations will be determined at site plan approval. It is desirable to Town staff to locate them in proximity to a pedestrian crosswalk across Jessie Drive if possible.

Jessie Drive Extension:

Developer shall construct Jessie Drive as a 76-foot back-to-back 4-lane median divided thoroughfare typical section including a 10-foot wide side path on both

sides for the length of the project property from the eastern property line to NC 55 within an 110-foot typical section right-of-way. Such right-of-way construction shall be subject to NCDOT approval, including the ability to modify the section as needed through design.

NC 55:

Developer shall widen NC 55 and dedicate public right-of-way for the extent of the project frontage for the eastern half of a minimum 94-foot back-to-back 6-lane thoroughfare typical section including a 10-foot side path on the east side within an 150-foot typical section right-of-way. Additional road widening beyond the minimum typical section to accommodate the Transportation Improvements may require additional right of way dedication beyond the 150-foot typical section. Such right-of-way construction shall be subject to NCDOT approval, including the ability to modify the section as needed through design.

NC 55 at Site Access A:

Construct the northernmost driveway on NC 55 (Site Access A) as a right-in/right- and provide 250 feet of Internal Protected Storage (IPS).

Jessie Drive Extension at Site Access B:

Construct the westernmost driveway on the north and south side (Site Access B) of Jessie Drive as right-in / right-out approximately 400 feet from NC 55 and provide 100 feet of IPS.

Jessie Drive Extension at Site Access C:

- **Construct Site Access C approximately 700 feet east of NC 55 with full-movement access accommodations to both parcels subject to NCDOT approval.**
    - **Construct the northern and southern legs of the intersection with one ingress lane and two egress lanes (exclusive left-turn lane and a shared through/right lane).**
    - **Provide 100 feet of IPS on both approaches.**

- **Provide an exclusive eastbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension.**

- **Provide an exclusive westbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension.**

Jessie Drive Extension at Site Access D:

Construct Site Access D as a southbound right-out only or right-in/right-out approximately 1,000 feet from NC 55

Jessie Drive Extension at Site Access E:

- **Construct the easternmost site driveway on the north and south side of Jessie Drive (Site Access E), approximately 1,300 feet east of NC 55, as a full movement intersection with 100 feet of IPS.**

- **Provide an exclusive eastbound left-turn lane on Jessie Drive with 100 feet of full width storage plus 50 feet of deceleration and 100 feet of taper.**

- **Provide a westbound left-turn lane on Jessie Drive to the extent possible until Jessie Drive terminates in advance of the property boundary.**

NC 55 at Site Access F:

Construct Site Access F as a right-in/right-out on NC 55 approximately 400 feet south of Jessie Drive. Provide 100 feet of IPS.

The following improvements were identified at the intersection of NC 55 at Jessie Drive Extension:

NC 55 at Jessie Drive Extension:

- **Construct the new intersection as a full-movement configuration and designed to allow for future conversion of this intersection (by others) to RCI.**

- **Terminate one of the westbound lanes of Jessie Drive Extension as a right-turn lane and the other westbound lane as a left-turn lane. Construct a second westbound left-turn lane with 350 feet of full width storage and appropriate tapers, subject to NCDOT approval**

- **Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of full width storage, 50 feet of deceleration, and 100 feet of taper.**

- **Construct dual southbound left-turn lanes on NC 55, each with 250 feet of full width storage, 50 feet of deceleration, and 100 feet of taper.**

- **Install a traffic signal for the full-movement intersection configuration.**

ii) A proposed water and wastewater system is provided on the accompanying utilities plan. The final proposed sanitary sewer system specifics shall be coordinated with the **Water Resources** group. Gravity line sizes shall also be coordinated with the Town as part of the non-residential subdivision plan and construction drawings. If oversizing is required by Apex to accommodate offsite development, the Developer shall be eligible for reimbursement in accordance with Apex policy. Details associated with the existing 16" watermain and construction of Jessie Drive shall also be coordinated with **Water Resources** to ensure water service interruption is minimized;

EXHIBIT B

JESSIE COMMONS PUD AMENDMENT - APPLICATION PROPERTY LIST							
Address	REID	PIN	Owner	Mailing Address 1	Mailing Address 2	Deed Book	Deed Page
1701 E WILLIAMS ST	0013416	0751003311	ALA COMMERCIAL LLC	700 SPRING FOREST RD STE 400	RALEIGH NC 27609-9124	012233	02621
0 E WILLIAMS ST	0012272	0751011288	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	012448	02163
0 E WILLIAMS ST	0342515	0741915068	ALA COMMERCIAL LLC	PO BOX 98028	RALEIGH NC 27624-8028	012448	02163
1615 E. WILLAMS ST	0352879	0741911743	APEX TOWN OF	PO BOX 250	APEX, NC 27502-0250	012323	01942

EXHIBIT C

Property Description

Being a 64.37 acre tract of land located in the White Oak Township, Wake County, North Carolina comprised of contiguous land parcels identified as Wake Co. PIN numbers 0751-00-3311, 0741-91-2010, 0741-91-6041, and 0751-01-1288 with the perimeter described as follows:

Beginning at a *iron pipe* having NC Grid (NAD 83) coordinates of **N:710285.84, E:2049460.39**; thence along the northern *property line of the David L. Raymer Property* following a bearing of **N 89°56'09" W** a distance of **88.62** feet to a *iron pipe on the eastern right of way of NC Hwy 55*; thence along the *eastern right of way of NC Hwy 55* in a northerly direction with a non tangent curve turning to the left with a radius of 5495.40 feet, having a chord bearing of **N 12°16'32" W** and a chord distance of **475.12**, having a interior angle of 04°57'19" and an arc length of 475.27 to a *iron pipe*; thence along the *eastern right of way of NC Hwy 55 i*n a northerly direction with a non tangent curve turning to the left with a radius of 5495.40 feet, having a chord bearing of **N 16°58'36" W** and a chord distance of **426.38**, having a interior angle of 04°26'48" and an arc length of 426.49 to a *iron pipe*; thence leaving the *eastern right of way of NC Hwy 55* along the southern property line of the Edwards Investment Group following a bearing of **S 86°19'55" E** a distance of **35.78** feet to a *iron pipe*; thence along the western property line of the Edwards Investment Group following a bearing of **N 08°39'56" W** a distance of **111.05** feet to a *iron pipe*; a bearing of **N 05°09'13" W** a distance of **159.93** feet to a *iron*; a bearing of **N 04°27'18" W** a distance of **505.30** feet to a *iron pipe in the southern property line of the Dixie Pipeline Company Property*; thence with the *southern property line of the Dixie Pipeline Company Property following* a bearing of **S 86°19'34" E** a distance of **1165.34** feet to a *iron pipe and* a bearing of **S 86°16'37" E** a distance of **302.09** feet to a *iron pipe in the western property line of the Louis C. Smith Property;* thence with *the western property line of the Louis C. Smith Property following a* bearing of **S 18°12'55" E** a distance of **978.58** feet to a *point*; thence with the *property line of the Louis C. Smith Property* a bearing of **S 65°46'45" W** a distance of **329.17** feet to a *point*; thence with the *property line of the Louis C. Smith Property* a bearing of **S 79°31'14" W** a distance of **0.87** feet to a *iron pipe*; thence with *the western property line of the Louis C. Smith Property* following a bearing of **S 12°28'44" E** a distance of **894.01** feet to a *iron pipe in the northern property line of the Daylene Page Property*; thence with *the northern property line of the Daylene Page Property following a b*earing of **N 86°39'53" W** a distance of **1286.16** feet to a *iron pipe in the western property line of the David L. Raymer Property*; thence with *the western property line of the David L. Raymer Property following* a bearing of **N 05°23'23" W** a distance of **315.78** feet to a *iron pipe the point and place of beginning and containing 2804093 sq. ft./ 64.37 ac. more or less*;

Jessie Commons
Planned Unit Development
Apex, North Carolina

JESSIE COMMONS
PLANNED UNIT DEVELOPMENT
APEX, NORTH CAROLINA

Prepared For:

ALA COMMERCIAL, LLC
February 2007

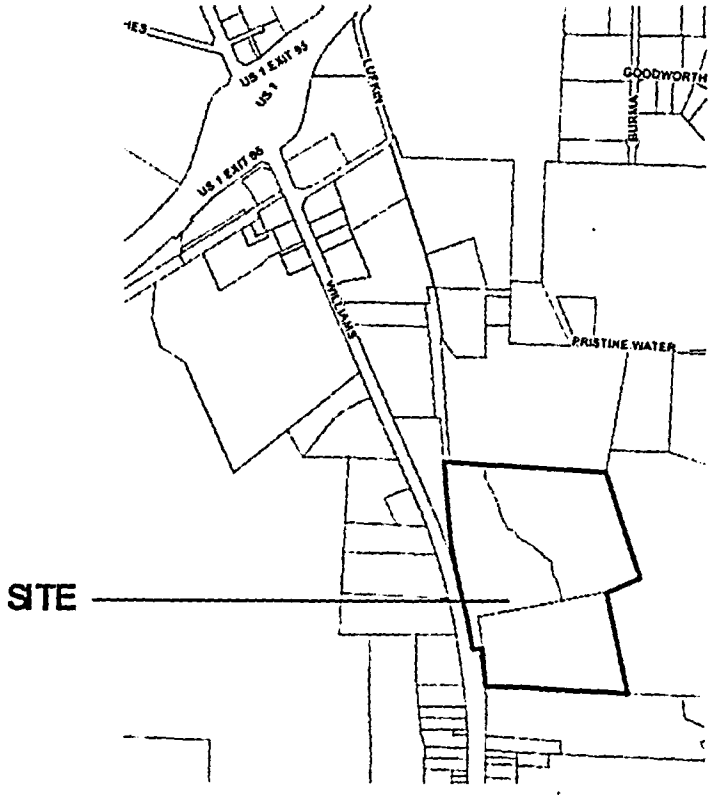
Prepared By:

WITHERS & RAVENEL, INC.
Land Planning, Civil Engineering, Landscape Architecture
Environmental Design, Surveying

1.0 TABLE OF CONTENTS

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2.0 VICINITY MAP



3.0 PROJECT DATA

Name of project:	Jessie Commons
Preparer's Name:	Withers & Ravenel, Inc. Charles R. Smith, ASLA 111 MacKenan Dr., Cary, NC 27511 Fax: (919) 467-6008; Phone (919) 469-3340
Owner's Name:	ALA Commercial, LLC Medical Mutual, Mark Davidson 700 Spring Forest Rd., Raleigh, NC 27624 Fax: (919) 878-7606; Phone (919) 878-7601
Contract Purchaser's Name:	Same
Current Zoning:	PC-CU; LI; RA
Proposed Zoning:	PUD-CZ
Area of Tract:	64.25 AC

4.0 PURPOSE STATEMENT

The project meets the development parameters listed in Sec. 2.3.4(F)(1)(iv-vi) as follows:

i. While the proposed PUD is entirely non-residential, all required sidewalks, bikeways, greenways and pedestrian connectivity will be provided to meet Town of Apex Standards;

ii. Land use patterns have been provided that are connected primarily by roadways shown on the Town of Apex Thoroughfare Plan with no stream crossings proposed other than Jessie Drive's extension. No cul-de-sacs are proposed with street/driveway stubs where appropriate; and

iii. The proposed character of the project is consistent with the vision proposed in the Highway 55 Corridor Plan previously adopted by the Town.

5.0 PERMITTED USES

Sites C-1 & C-2

Art Studio
Automotive Parts
Barber & Beauty Shop
Bookstore
Car Wash
Convenience Store w/Gas Sales
Copying Service, Printing
Day Care Facility
Entertainment, Indoor
Dry Cleaners
Farmers Market
Financial Institution
Florist
Government Service
Greenhouse or Nursery
Grocery, General
Grocery, Specialty
Health/Fitness Center or Spa
Hotel or Motel
Indoor Entertainment
Indoor Kennel
Laundromat
Medical or Dental Office
Newsstand
Office, Business or Professional
Personal Service
Pharmacy
Real Estate Sales
Restaurant, Drive-Thru
Restaurant, General
Retail Sales, general
Tailor Shop
Theater
Utility, Minor
Veterinary Clinic/Hospital

Sites O-1 & O-2

~~Assembly Hall, Nonprofit~~
Assembly Hall, for Profit
Auditorium – S
Auto Detailing
Automotive Parts
Automotive Shop (paint or body)
Building Supplies
~~Church~~
Contractor's Office & Storage Yard
Day Care Facility – %
Funeral Home
Government Service
Kennel, Indoor & Outdoor
Laboratory, Industrial Research
Landscape Maintenance Service
Machine Shop
Medical and Dental Laboratory
~~Medical and Dental Office~~
Monument Sales
Office, Business or Professional
Parking Lot, Commercial
~~Personal Service~~
~~Printing & Copying Service~~
~~Publishing Office~~
Real Estate Sales
Repair Services
Research Facility
Retail Sales, General-%
~~School~~
Self-Service Storage
Towing Service
Upholstery Shop
Utility, Minor
Veterinary Clinic/Hospital
Warehousing
Wholesaling
Woodworking

6.0 DESIGN CONTROLS

	C-1	C-2	O-1	O-2
Maximum non-residential SF	110,000	85,000	180,000	60,000
Maximum building height	40′	40′	30′	30′
Minimum building setback to interior property line	10′	10′	0′	0′
Minimum parking/drive setback to interior property line	0′	0′	0′	0′
Minimum building setback to Hwy 55 / Jessie Drive	30′	30′	30′	30′
Minimum building setback to perimeter property line	30′	30′	30′	30′
Minimum building setback to RCA*	10′	10′	10′	10′
Minimum parking/drive setback to RCA*	5′	5′	5′	5′
Maximum impervious surface	70%	70%	70%	70%

* If no vegetation exists in RCA areas adjacent to building /drive area no setback shall be required.

6.1 LAND USE NOTES

- All acreages are preliminary until final surveying takes place during the construction drawing phase of development. Exact easement locations, street alignments, etc. may cause acreages to vary.
- All building setbacks shall be as specified in this PUD document and shall not be subject to any code changes.
- All setbacks may be reduced a maximum of 10% by Town of Apex staff.
- Final tree surveys, final lot and open space surveys, final acreages, etc. will be provided during the subdivision plan process.
- Non-residential parcels provide a maximum floor area allowed for the site. Should the parcel acreage vary, the allowed maximum floor area shall be enlarged or reduced proportionally.
- The final number of outparcels and buildings for all non-residential sites will be determined during the subdivision plan process.

7.0 ARCHITECTURAL STANDARDS

7.1 Exterior Materials

All elevations visible from public streets and public parking areas will predominantly utilize brick and precast concrete, CMU, various storefront materials such as aluminum, wood and vinyl (trim and windows but not cladding), canvas awnings, metal canopies, decorative metal work in the guardrails, window storm type shutters and roofing materials.

7.2 Architectural Features

The project will typically use canopies, signage color, hardscape pattern and materials as unifying elements throughout the project. These will be applied to all of the buildings. The buildings will utilize either a pitched or flat parapeted roof. All windows and storefronts will have a mullion pattern that is a single pane on the bottom with multiple panes above.

7.3 Compatibility of Design Elements: Landscape, Building Setbacks, Building Heights, Amenities

Landscape and Pedestrian Circulation (Hardscape):
Plant materials will be used for consistency with a pattern of alternating street trees and flowering trees used along major roadways. Along internal streets, tightly regimented street trees in combination with evergreen trees and shrubs define and separate the street from adjacent parking.

Building Heights:
The buildings will typically be one story structures but could possibly incorporate two story, exaggerated single story.

Lighting:
Pedestrian scale light poles are used along all store/office fronts to encourage exploration and movement outside of parking fields; these will also serve as a unifying element throughout the site. Area lighting is consistent throughout the development and is intended to highlight pedestrian spaces while downplaying parking fields.

8.0 PARKING & LOADING

The requirements of UDO Sec. 8.3 as they relate to off-street parking will be met in the development of this project.

9.0 SIGNS

All site signage will comply with UDO Sec. 8.7 Signs.

10.0 NATURAL RESOURCE AND ENVIRONMENTAL DATA

- The site is in the Secondary Watershed Protection Overlay District.
- A small portion of the site adjacent to Middle Creek along the eastern property line contains FEMA designated 100 year floodplain.
- RCA requirements within a PUD are variable and determined on a case by case basis. The location of the site typically requires 25% of the site area to be preserved as Resource Conservation Area. This site has a total area of 64 acres and, therefore, typically would have a 16 acre requirement.
- Sixteen acres of the site have been provided for RCA.
- No historic structures are located on site.

11.0 STORMWATER MANAGEMENT

This development is within the upper reaches of the Middle Creek drainage basin of the Neuse River Basin. The project lies within the Town of Apex's secondary watershed protection overlay district. The project is subject and will adhere to stormwater requirements of Federal, State and Local agencies. These requirements include:

US Army Corps of Engineers
- Wetlands Protection

NCDENR – Division of Water Quality
- Wetlands Protection
- 401 Water Quality Certification

Town of Apex
- Secondary Watershed Protection Overlay District
- Peak attenuation requirements
- Sediment & Erosion Control
- Riparian Buffer Protection

Review of both the USGS quad map and the Wake County soil survey indicate features subject to NCDENR and Town of Apex riparian buffer protection as shown on the figure.

The proposed development will be planned and constructed in a manner emphasizing the protection of existing drainage ways. Disturbance of wetland and riparian areas shall be prohibited except where required to construct road crossings, utilities, greenways, best management practices and other items specifically allowable by the US Army Corps of Engineers, NCDENR and the Town of Apex. All required disturbance permits shall be obtained prior to final approval of any specific development plan.

This site proposes to utilize several best management practices to provide compliance with the Town of Apex's watershed protection and peak attenuation requirements. The best management practices may include: wet detention basins, constructed wetlands, bio-retention areas, alternative level spreaders and other innovative practices as approved by NCDENR and the Town of Apex. All best management practices shall be provided in accordance with NCDENR rules and regulations.

12.0 PARKS & RECREATION

Since no residential uses are proposed, no recreation dedication is required.

13.0 PUBLIC FACILITIES

Public facilities requirements established in UDO Sec. 2.3.4(F)(1)(f) are met as follows:

i) The on-site circulation system is determined by the Town of Apex Thoroughfare and Collector Street Plan for the most part with frontage on NC 55 and the construction of Jessie Drive on 100' public right-of-way from NC 55 to the eastern boundary of the site. The commercial site C-1 will connect to Jessie Drive and NC 55 by private drives shown on the site layout plan. The commercial site C-2 will connect to Jessie Drive by private drives shown on the site layout plan and include a stub to the west for future connection to NC 55 by others. The office/flex site O-1 will connect to Jessie Drive by a public Collector Street on 60' public right-of-way shown on the site layout plan. Jessie Drive shall be constructed as a four-lane divided roadway with landscaped median from NC 55 to the intersection of the full-service private driveways serving C-1 and C-2 in the first phase of this project. An additional northbound lane shall be constructed along the property frontage on NC 55 with the first phase of parcel development. The traffic signal at the intersection of NC 55 and Jessie Drive shall be constructed in the first phase of this project when permitted by North Carolina Department on Transportation. The extension of Jessie Drive to the eastern boundary of the site as an interim two-lane roadway with the left turn bays on 100' public right-of-way with grading for the ultimate four lane median-divided roadway shall be constructed in the second phase of this project. The Collector Street on 60' Construction of the private site driveways shall be completed with development of the parcel it abuts. Construction of the private site driveways shall be completed in accordance with the recommendation in the Traffic Impact Analysis.

ii) A proposed water and wastewater system is provided on the accompanying utilities plan. The final proposed sanitary sewer system specifics shall be coordinated with the Public Works group. Gravity line sizes shall also be coordinated with the Town as part of the non-residential subdivision plan and construction drawings. If oversizing is required by Apex to accommodate offsite development, the Developer shall be eligible for reimbursement in accordance with Apex policy. Details associated with the existing 16" watermain and construction of Jessie Drive shall also be coordinated with Public Works to ensure water service interruption is minimized;

iii) All required utilities including water, sewer, solid waste disposal, electrical supply, public gas, etc. are provided within the site. Negotiations are underway to provide a fire station site as part of this submittal; and

iv) Since there is no residential component proposed, no park facilities have been provided.

14.0 PHASING PLAN

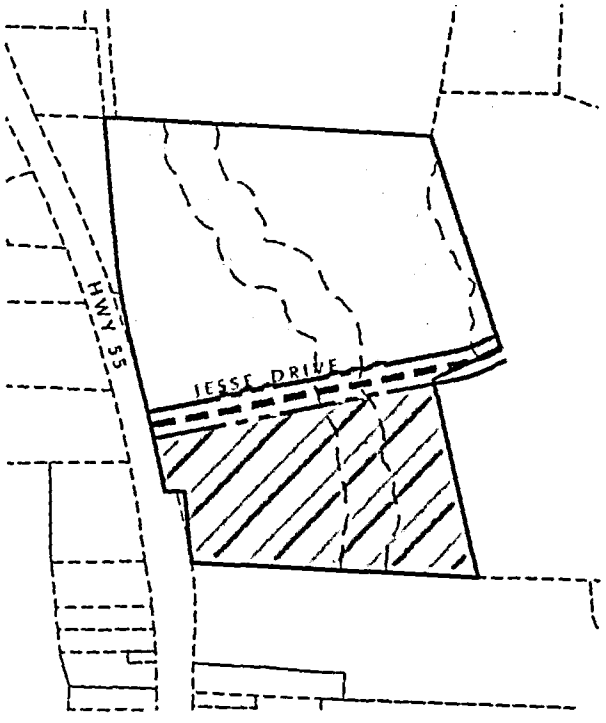
A Phasing Plan has been provided.

15.0 CONSISTENCY WITH THE LAND USE PLAN

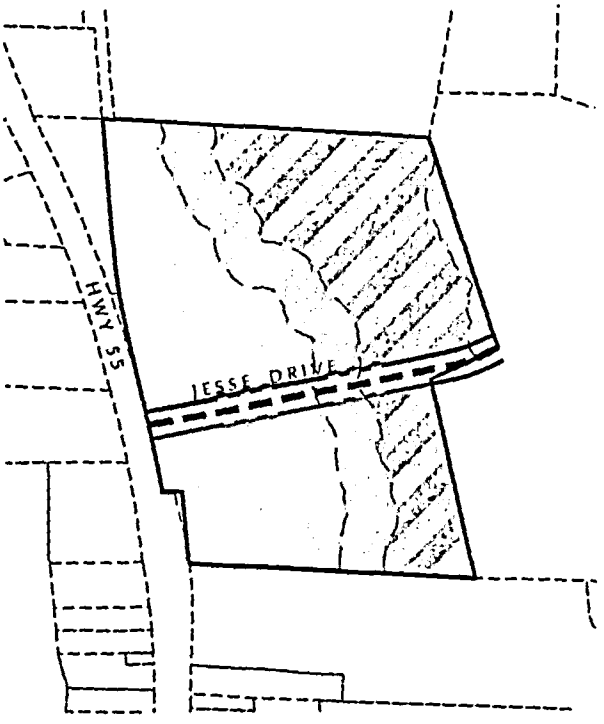
The uses proposed in this request currently exist on the 2025 Land Use Plan but are slightly redistributed within the site (the following graphic shows the proposed changes). Commercial uses are indicated on the 43 acres north of Jessie Drive's extension with a mix of medium and high density residential uses on the 21 acres south of Jessie Drive. Changes are proposed as follows:

1) Commercial will be moved from the northeast quadrant of the site to the parcel south of Jessie Drive along Highway 55. With frontage on two major roadways and, ultimately, a major intersection, a commercial use is more appropriate for this parcel.
2) Since the northeast quadrant is adjacent to industrial uses to the north and an office/industrial mix to the east, an office/industrial mix is proposed with stream buffers and Jessie Drive providing a logical cut-off for this use; and
3) The final parcel to be changed lies to the south of Jessie Drive and east of the stream dividing the site. Non-residential uses surround it on three sides with the office/industrial mix directly adjacent to the east. A combination of this use is proposed.

We believe the proposed changes are subtle in nature and appropriate given their context.



CURRENT LAND USE PLAN



PROPOSED LAND USE PLAN

LEGEND

- COMMERCIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL

LEGEND

- COMMERCIAL
- RESOURCE CONSERVATION
- INDUSTRIAL
- OFFICE & INSTITUTIONAL

MASTER LAND USE PLAN

JESSIE COMMONS

APEX NORTH CAROLINA

SCALE: 1" = 800' NOVEMBER 2006

WITHERS & RAVENEL

ENGINEERS | PLANNERS | SURVEYORS

16.0 COMPLIANCE WITH THE UDO

One of the intentions of this proposal is to be consistent with the requirements presented in the UDO. Whenever we do slightly deviate from a requirement, it is done so because of unique factors that exist within the site or that exist because of our particular location within the Town. We do believe, however, that we comply completely with UDO regulations.

06CZ24

ATTACHMENT "A"

LEGAL DESCRIPTION DECEMBER 08, 2006

Lying and being in White Oak Township, Wake County, North Carolina and described as follows more fully to wit:

Beginning at an existing iron pipe, the common corner of Dixie Pipeline Company and Clyde E. Sorrell, Heirs; thence with the southern line of Dixie Pipeline Company, South 86°19'34" East, 379.51 feet to an existing iron pipe on the east bank a branch; thence the following twelve (12) courses and distances along the east bank of a branch, South 03°32'00' West, 116.14 feet to an existing iron pipe, South 27°53'09" East, 230.12 feet to an existing iron pipe, South 15°41'28" East, 133.55 feet to an existing iron pipe, South 27°25'52" East, 140.99 feet to an existing iron pipe, South 81°22'47" East, 54.32 feet to an existing iron pipe, South 33°28'54' East, 70.90 feet to an existing iron pipe, South 59°05'47" East, 170.21 feet to an existing iron pipe, South 49°36'48" East, 209.48 feet to an existing iron pipe, South 01°17'08" East, 85.19 feet to an existing iron pipe, South 29°36'43" East, 76.48 feet to an existing iron pipe, South 20°03'14" East, 105.92 feet to an existing iron pipe, South 08°04'04" East, 85.19 feet to an existing iron pipe on the east bank of branch and being in the southern right-of-way of an existing 50 Foot Waterline Easement (Deed Book 3290, Page 516); thence the following six (6) courses and distances with aforesaid branch, South 08°23'09' East, 158.27 feet to a point, South 10°30'31" East, 225.57 feet to a point, South 19°14'12" East, 66.89 feet to a point, South 28°40'53" East, 107.15 feet to a point, South 16°42'17" West, 184.02 feet to a point, South 05°07'48" West, 67.00 to a point in aforesaid branch in the northern line of Daylene Page, Et Al; thence with the northern line of Daylene Page, Et Al, North 86°39'53" West, 768.32 feet to a point, a corner of Daylene Page, Et Al; thence North 05°23'23" West, 315.78 feet to an existing iron pipe; thence North 89°56'09" West, 88.63 feet to an existing iron pipe on the eastern right-of-way of N.C. Highway No. 55; thence the eastern right-of-way of N.C. Highway No. 55, a curve in a counter-clockwise direction having a radius of 5495.40 feet, a length of 475.27 feet an a chord bearing and distance of North 12°16'32" West, 475.12 feet to an existing iron pipe on the eastern right-of-way of N.C. Highway No. 55; thence the following six (6) courses and distances, North 12°51'38" West, 266.95 feet to an existing iron pipe, North 11°50'08' West, 129.38 feet to an existing iron pipe, North 08° 39'56" West, 18.83 feet to an existing iron pipe, North 08°39'56" West, 111.04 feet to an existing iron pipe, North 05°09'13" West, 159.93 feet to an existing iron pipe, and North 04°27'18" West, 505.30 feet to the point and place of beginning and containing 32.260 acres more or less. The above described tract of land is all of Wake County PIN 0741.04-91-6041 and a portion of Wake County PIN 0751.03-00-3311.

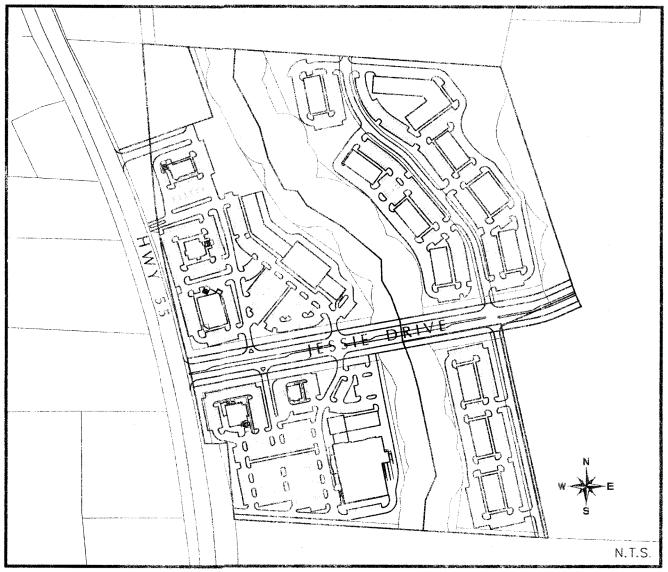
PLANNED UNIT DEVELOPMENT FOR

JESSIE COMMONS

APEX, NORTH CAROLINA



VICINITY MAP
SCALE: 1" = 2000'



INDEX OF SHEETS

EXISTING CONDITIONS	SHT 1
PRELIMINARY WETLANDS MAP	SHT 1A
PRELIMINARY LAND USE PLAN	SHT 2
PRELIMINARY INFRASTRUCTURE PLAN	SHT 3

LEGEND

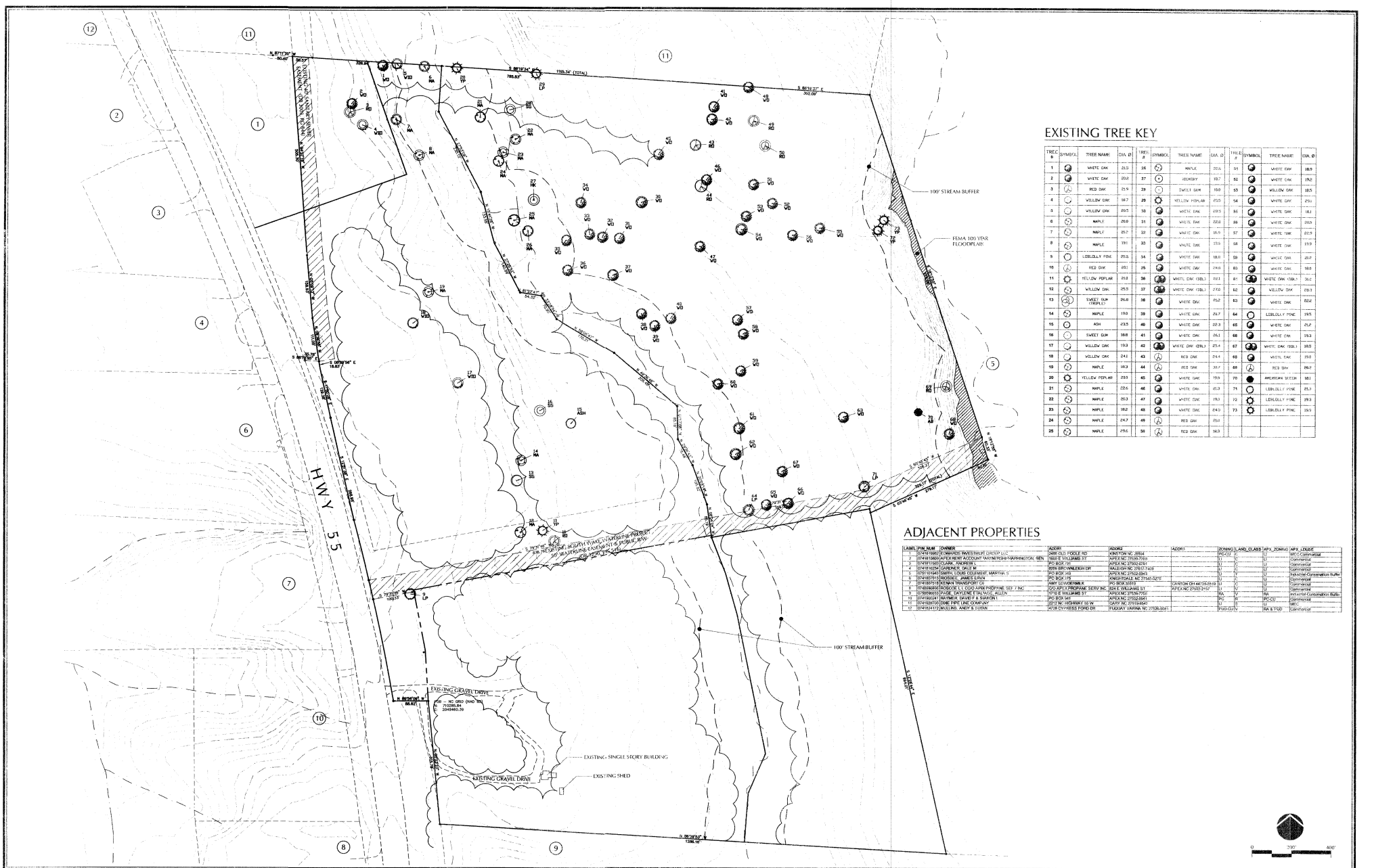
DESCRIPTION	EXISTING	PROPOSED
1' CONTOUR INTERVAL		
5' CONTOUR INTERVAL		
PROPERTY LINE		
ROADWAY CENTERLINE		
RIGHT OF WAY LIMITS		
EASEMENT LINE		
CURB & GUTTER		
SANITARY SEWER FACILITIES		
STORM SEWER FACILITIES		
WATERLINE		
FIRE HYDRANT ASSEMBLY		
FENCING STRUCTURE		
WOODSLINE		N/A
WATERWAYS		N/A
TREE PROTECTION FENCE	N/A	-TF-TF-

PREPARED BY:

WITHERS & RAVENEL
ENGINEERS I PLANNERS I SURVEYORS
111 MacKenan Drive Cary, North Carolina 27511 tel: 919-469-3340 fax: 919-467-6008 www.withersravenel.com

DEVELOPER/OWNER

ALA COMMERCIAL, LLC
C/O MEDICAL MUTUAL, MARK DAVIDSON
700 SPRING FOREST ROAD
RALEIGH, NC, 27642
PHONE: (919) 878-7601 FAX: (919) 878-7606



EXISTING TREE KEY

TREE #	SYMBOL	TREE NAME	DIA. Ø	TREE #	SYMBOL	TREE NAME	DIA. Ø	TREE #	SYMBOL	TREE NAME	DIA. Ø
1		WHITE OAK	21.3	36		MAPLE	20.6	51		WHITE OAK	18.9
2		WHITE OAK	20.2	37		HICKORY	18.7	52		WHITE OAK	19.2
3		RED OAK	21.9	38		SWEET GUM	18.0	53		WILLOW OAK	18.5
4		WILLOW OAK	19.7	39		YELLOW POPLAR	23.5	54		WHITE OAK	27.4
5		WILLOW OAK	29.5	30		WHITE OAK	23.5	55		WHITE OAK	18.1
6		MAPLE	26.0	31		WHITE OAK	22.0	56		WHITE OAK	20.5
7		MAPLE	25.2	32		WHITE OAK	18.5	57		WHITE OAK	22.9
8		MAPLE	19.1	33		WHITE OAK	23.5	58		WHITE OAK	19.9
9		LOBLOLLY PINE	25.5	34		WHITE OAK	18.0	59		WHITE OAK	23.2
10		RED OAK	20.1	35		WHITE OAK	24.0	60		WHITE OAK	18.8
11		YELLOW POPLAR	21.2	36		WHITE OAK (DBL)	22.1	61		WHITE OAK (DBL)	31.2
12		WILLOW OAK	25.5	37		WHITE OAK (DBL)	27.0	62		WILLOW OAK	29.3
13		SWEET GUM (TRIPLE)	26.8	38		WHITE OAK	25.2	63		WHITE OAK	22.6
14		MAPLE	19.0	39		WHITE OAK	23.7	64		LOBLOLLY PINE	19.5
15		ASH	23.5	40		WHITE OAK	22.3	65		WHITE OAK	21.2
16		SWEET GUM	18.8	41		WHITE OAK	26.1	66		WHITE OAK	19.3
17		WILLOW OAK	19.3	42		WHITE OAK (DBL)	27.4	67		WHITE OAK (DBL)	18.8
18		WILLOW OAK	24.2	43		RED OAK	24.4	68		WHITE OAK	19.0
19		MAPLE	18.3	44		RED OAK	30.7	69		RED OAK	28.2
20		YELLOW POPLAR	23.0	45		WHITE OAK	19.9	70		AMERICAN BEECH	18.1
21		MAPLE	22.6	46		WHITE OAK	21.3	71		LOBLOLLY PINE	21.3
22		MAPLE	20.3	47		WHITE OAK	19.0	72		LOBLOLLY PINE	19.3
23		MAPLE	18.2	48		WHITE OAK	24.0	73		LOBLOLLY PINE	19.9
24		MAPLE	24.7	49		RED OAK	23.0				
25		MAPLE	29.6	50		RED OAK	18.3				

ADJACENT PROPERTIES

LABEL	PIN_NUM	OWNER	ADDR1	ADDR2	ADDR3	ZONING	LAND_CLASS	APX_ZONING	APX_LDUSE
1	0749619982	EDWARDS INVESTMENT GROUP LLC	2486 OLD FIDDLE RD	KINSTON NC 28504		PDD-CZ	C	LI	MFG Commercial
2	0749618869	APEX RENT ACCOUNT YARBOROUGH/HARRINGTON, REN	1602 E WILLIAMS ST	APEX NC 27539-7769		LI	C	LI	Commercial
3	0749717663	CLARK, ANDREW L	PO BOX 191	APEX NC 27502-0191		LI	C	LI	Commercial
4	0749816234	GARDNER, DALE M	8009 BROWNLEIGH DR	RALEIGH NC 27617-7408		LI	C	LI	Commercial
5	0751619445	SMITH, LOUIE CLEMENT, MARTHA S	PO BOX 143	APEX NC 27502-0143		LI	Y	LI	Industrial-Conservation Buffer
6	0749817915	ROSSER, JAMES ERVIN	PO BOX 375	KNIGHTDALE NC 27545-0275		LI	C	LI	Commercial
7	0749819718	KENAN TRANSPORT CO	AMY LOWDERMILK	PO BOX 30910	CHARLOTTE NC 28230-0910	LI	C	LI	Commercial
8	0749938860	ROSCOE, L L C/O APEX PROPANE SERV INC	C/O APEX PROPANE SERV INC	824 E WILLIAMS ST	APEX NC 27502-2157	LI	Y	LI	Commercial
9	0750936833	PAGE, DAYLENE ETAL/NAGE, ALLEN	1712 E WILLIAMS ST	APEX NC 27539-7750		RA	Y	RA	Industrial-Conservation Buffe
10	0749920241	RAYMER, DAVID F & SHARON I	PO BOX 941	APEX NC 27502-0941		PD	R	PD-CU	Commercial
11	0749939705	DOMI PIPE LINE COMPANY	2212 NC HIGHWAY 50 W	GARNER NC 27519-8547		LI	C	LI	MFG
12	0749524122	MULLINS, ANDY & SUSAN	4728 CYPRESS FORD DR	FUQUAY VARINA NC 27526-8961		PUD-CU	Y	RA & PUD	Commercial

0 200' 400'

No.	Revision	Date	By

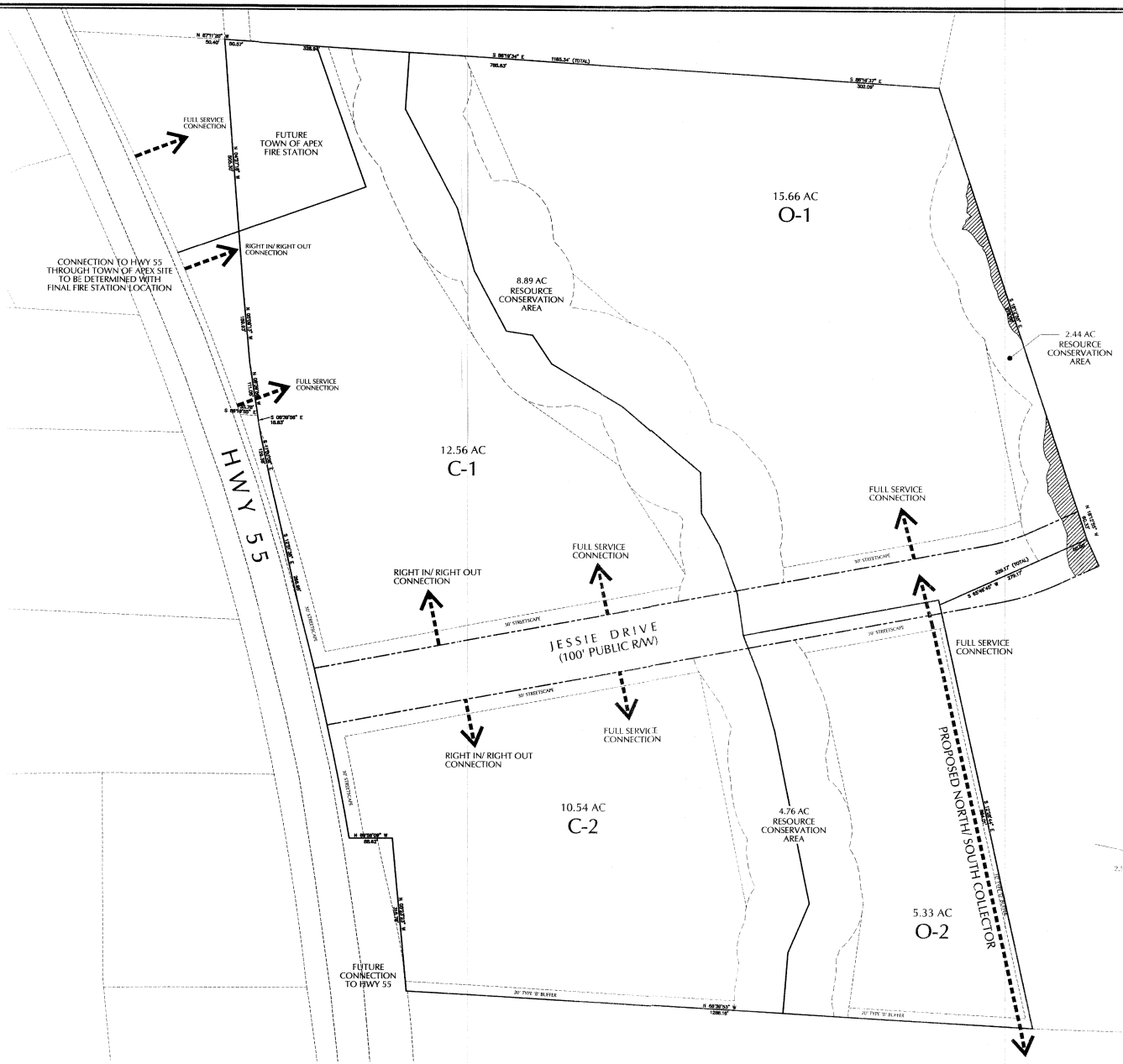
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Checked By	----
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Date	06NOV2006
Job No.	2061388

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EXISTING CONDITIONS

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Sheet No. 1



UTILITY NOTES

A. WATER NOTES

1. Water sizes are preliminary and shall be verified prior to construction drawings.
2. All stubs shall be 8" and subject to relocation as required by final site plans.
3. Fire hydrants shall be located in accordance with Town of Apex Standards.
4. All water mains shall be located within a 20' Town of Apex public water easement.
5. All future construction shall be completed in accordance with the Town of Apex Standards and Specifications.

B. SANITARY SEWER NOTES

1. Sanitary sewer lines and sizes are preliminary and shall be verified with the Town of Apex prior to construction drawings.
2. The actual location of sewer lines, manholes, services, and cleanouts shall be contingent upon actual site plans.
3. All 8" sanitary sewer mains shall be located within a 20' Town of Apex sanitary sewer easement.
4. Final pump station and force main routing shall be coordinated with the Town of Apex Public Works Department.
5. All future construction shall be completed in accordance with the Town of Apex Standards and Specifications.
6. Projected Average Daily Sewer Flow = 195,000 sf * .13 gpd/sf = 23,350 gpd
   + 20.99ac * 880 gpd/ac = 18,472 gpd
   Average Daily Flow = 43,822 gpd
   Peak Flow = 109,555 gpd = 76 gpm

STORMWATER NOTES

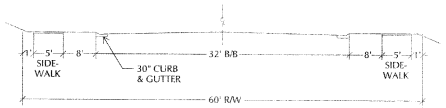
1. BMPS SHALL BE SIZED IN ACCORDANCE WITH TOWN OF APEX REQUIREMENTS.

3. DETAILED BMP DESIGNS INCLUDING CALCULATIONS SHALL BE SUBMITTED AS PART OF SITE PLANS FOR EACH PARCEL.

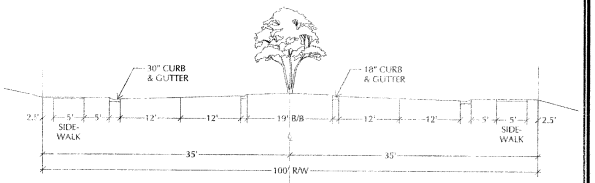
4. TOTAL STORAGE REQUIRED FOR 10 YEAR PEAK ATTENUATION PURPOSES IS +/- 12.7 AC-FT. BASED ON CONCEPTUAL SITE PLAN.

5. BMPS SHALL BE WET PONDS OR CONSTRUCTED WETLANDS AS REQUIRED BY TOWN OF APEX AND NCDENR-DWQ.

STREET SECTIONS



NORTH/ SOUTH COLLECTOR STREET



JESSIE DRIVE



No.	Revision	Date	By

Designer: W&R	Scale: ---
Drawn By: ---	Date: 06NOV2006
Checked By: ---	Job No.: 2061388

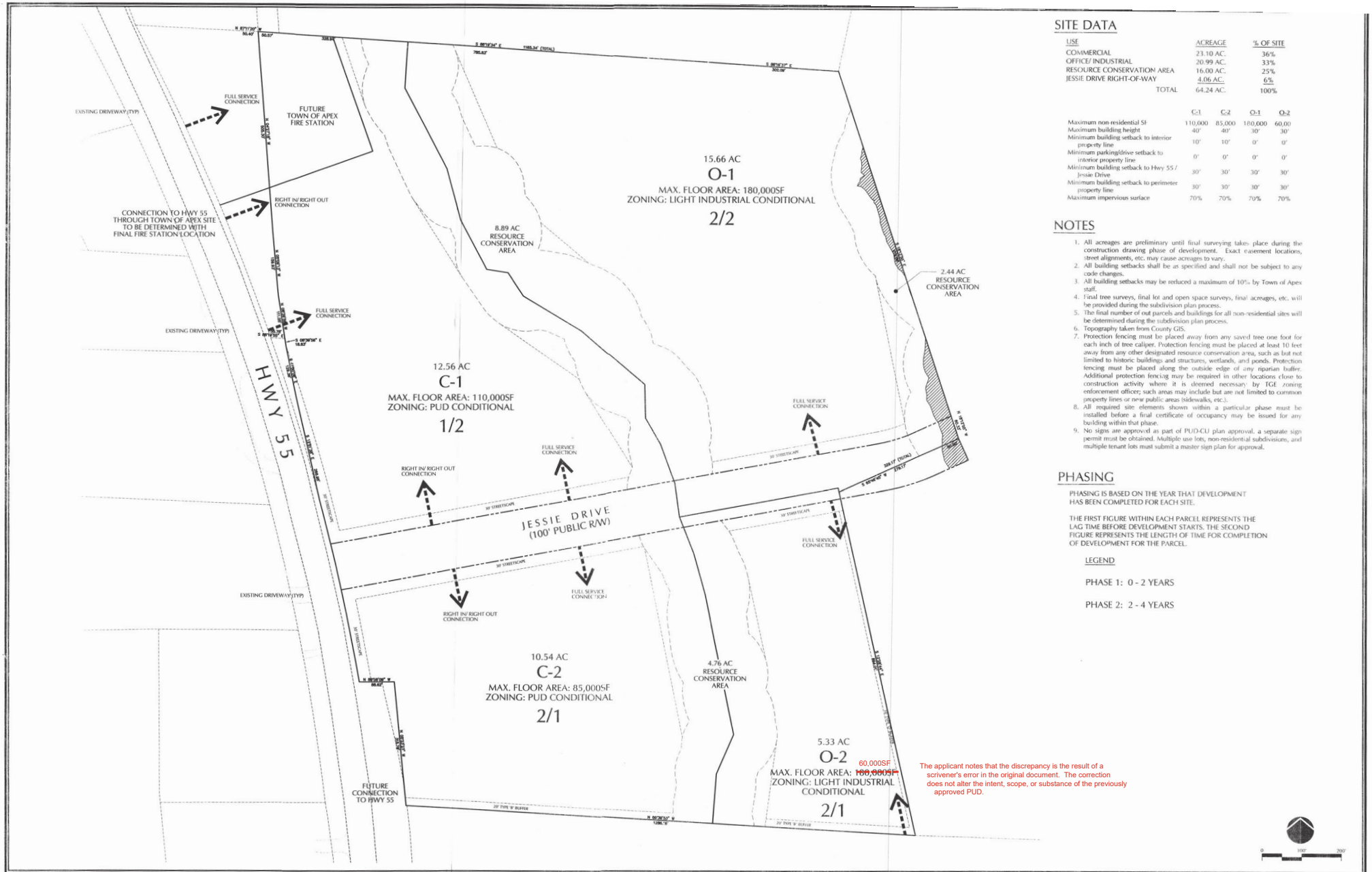
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PRELIMINARY INFRASTRUCTURE PLAN

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Sheet No. 3

Notation of Scrivener's Error



SITE DATA

USE	ACREAGE	% OF SITE
COMMERCIAL	23.10 AC.	36%
OFFICE/ INDUSTRIAL	20.99 AC.	33%
RESOURCE CONSERVATION AREA	16.00 AC.	25%
JESSIE DRIVE RIGHT-OF-WAY	4.06 AC.	6%
TOTAL	64.24 AC.	100%

	C-1	C-2	O-1	O-2
Maximum non-residential SF	110,000	85,000	180,000	60,00
Maximum building height	40'	40'	30'	30'
Minimum building setback to interior property line	10'	10'	0'	0'
Minimum parking/drive setback to interior property line	0'	0'	0'	0'
Minimum building setback to Hwy 55 / Jessie Drive	30'	30'	30'	30'
Minimum building setback to perimeter property line	30'	30'	30'	30'
Maximum impervious surface	70%	70%	70%	70%

NOTES

1. All acreages are preliminary until final surveying takes place during the construction drawing phase of development. Exact easement locations, street alignments, etc. may cause acreages to vary.
2. All building setbacks shall be as specified and shall not be subject to any code changes.
3. All building setbacks may be reduced a maximum of 10% by Town of Apex staff.
4. Final tree surveys, final lot and open space surveys, final acreages, etc. will be provided during the subdivision plan process.
5. The final number of out parcels and buildings for all non-residential sites will be determined during the subdivision plan process.
6. Topography taken from County GIS.
7. Protection fencing must be placed away from any saved tree one foot for each inch of tree caliper. Protection fencing must be placed at least 10 feet away from any other designated resource conservation area, such as but not limited to historic buildings and structures, wetlands, and ponds. Protection fencing must be placed along the outside edge of any riparian buffer. Additional protection fencing may be required in other locations close to construction activity where it is deemed necessary by TGE zoning enforcement officer; such areas may include but are not limited to common property lines or near public areas (sidewalks, etc.).
8. All required site elements shown within a particular phase must be installed before a final certificate of occupancy may be issued for any building within that phase.
9. No signs are approved as part of PUD-CU plan approval. a separate sign permit must be obtained. Multiple use lots, non-residential subdivisions, and multiple tenant lots must submit a master sign plan for approval.

PHASING

PHASING IS BASED ON THE YEAR THAT DEVELOPMENT HAS BEEN COMPLETED FOR EACH SITE.

THE FIRST FIGURE WITHIN EACH PARCEL REPRESENTS THE LAG TIME BEFORE DEVELOPMENT STARTS. THE SECOND FIGURE REPRESENTS THE LENGTH OF TIME FOR COMPLETION OF DEVELOPMENT FOR THE PARCEL.

LEGEND

PHASE 1: 0 - 2 YEARS

PHASE 2: 2 - 4 YEARS

The applicant notes that the discrepancy is the result of a scrivener's error in the original document. The correction does not alter the intent, scope, or substance of the previously approved PUD.

No.	Revision	Date	By

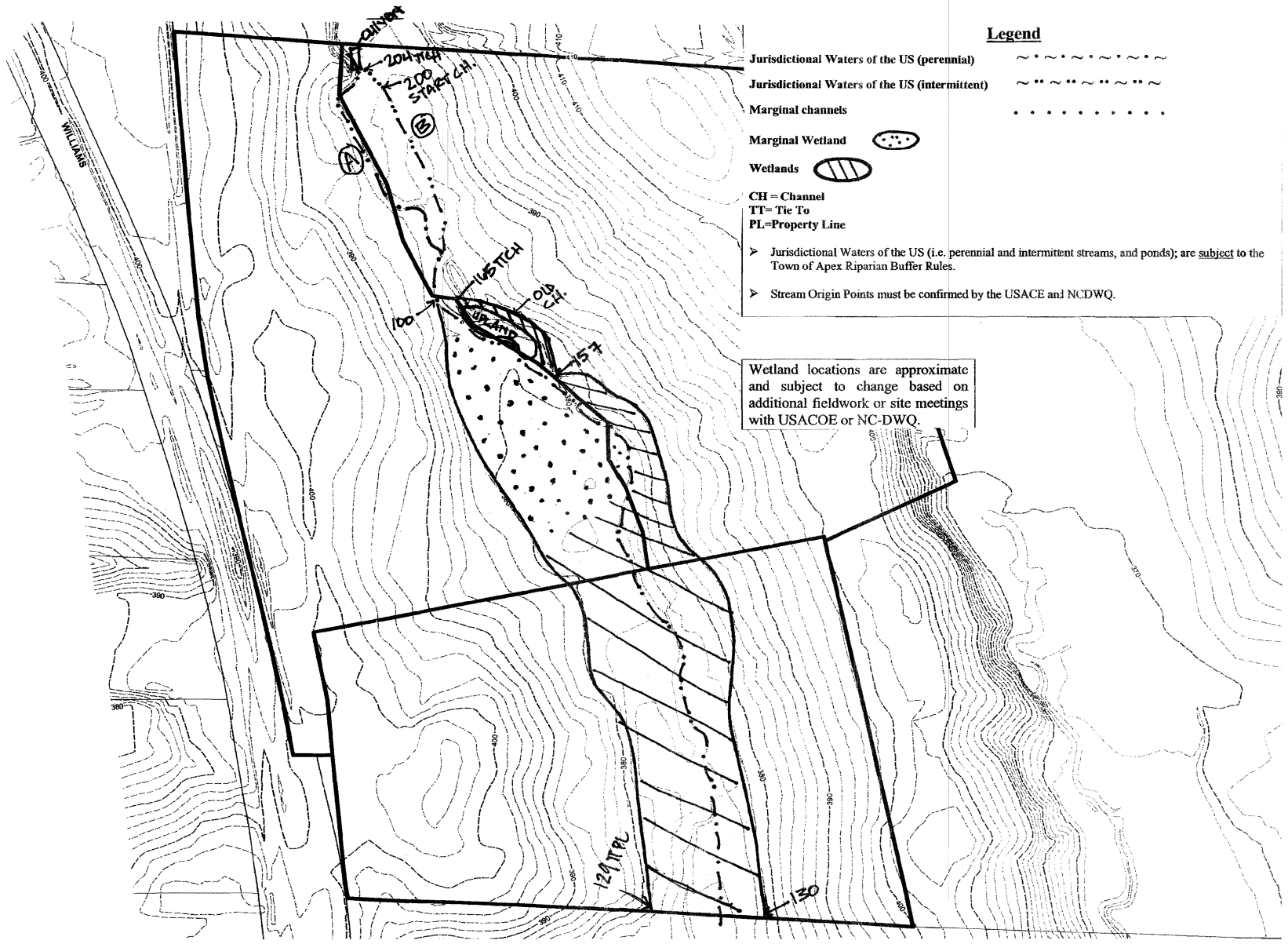
Designer: WBR | Scale: ---
Drawn By: --- | Date: 06NOV2006
Checked By: --- | Job No.: 2061388

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PRELIMINARY LAND USE PLAN

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Sheet No. 2



Legend

Jurisdictional Waters of the US (perennial)

Jurisdictional Waters of the US (intermittent)

Marginal channels

Marginal Wetland

Wetlands

CH = Channel
TT= Tie To
PL=Property Line

- Jurisdictional Waters of the US (i.e. perennial and intermittent streams, and ponds); are subject to the Town of Apex Riparian Buffer Rules.
- Stream Origin Points must be confirmed by the USACE and NCDWQ.

Wetland locations are approximate and subject to change based on additional fieldwork or site meetings with USACOE or NC-DWQ.

No.	Revision	Date	By

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Drawn By	
Checked By	
Scale	
Date	06NOV2006
Job No.	2061388

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PRELIMINARY WETLANDS MAP

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Sheet No. 1A

Traffic Impact Analysis

Jessie Commons

Apex, NC

Prepared for:

Strategic Real Estate Partners

Kimley»Horn

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Traffic Impact Analysis for

Jessie Commons

Apex, North Carolina

Prepared for:

Strategic Real Estate Partners

Charlotte, NC

Prepared by:

Kimley-Horn and Associates, Inc.

NC License #F-0102
1070 S Main Street, Suite 230
Holly Springs, NC 27540
(919) 677-2000



March 2026

013805027

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Executive Summary

Kimley-Horn and Associates, Inc. has completed a Traffic Impact Analysis (TIA) for the Jessie Commons Project proposed to be located east of NC 55 and south of the existing Town of Apex Public Safety Station #4 in Apex, North Carolina. The development is envisioned to include approximately 300,000 square feet (SF) of light industrial space, 106,000 SF of retail space (including a supermarket), and six outparcels along NC 55. While specific outparcel uses have not been identified at this time, for the purposes of this analysis they were assumed to include a bank, a tire store, a fast-casual restaurant, a fast-food restaurant with drive-through window, a coffee shop with drive-through window, and a gas station/convenience market. As part of this development, Jessie Drive will be constructed from NC 55 through the site frontage but will not connect to the existing terminus at Horton Park Drive. The site is proposed to be accessed via multiple driveways on Jessie Drive Extension as well as a right-in/right-out access on NC 55 north of Jessie Drive Extension. The anticipated full build-out year for the project is 2030.

Based on coordination with the Town of Apex and the North Carolina Department of Transportation (NCDOT), the intersection of NC 55 at Jessie Drive Extension was studied in two separate access configurations:

- Access Scenario #1: Full-Movement Access
- Access Scenario #2: Reduced Conflict Intersection (RCI) (a.k.a. “Superstreet”)

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with development. The traffic conditions studied include the existing (2026) traffic condition and the projected (2030) background and build-out conditions in the weekday AM and PM peak hours. Town of Apex and NCDOT staff were consulted on the scope of this analysis.

Study Intersections

The following intersections were included in this analysis:

- NC 55 at US 1 Southbound Ramps
- NC 55 at US 1 Northbound Ramps
- NC 55 at U-Turn North of Williams Street*
- NC 55 at Williams Street/Forest Light Way*
- NC 55 at U-Turn South of Forest Light Way*
- NC 55 at Jessie Drive Extension**
- NC 55 at Site Access A (Right-in/Right-out)**
- Jessie Drive Extension at Site Access B (Right-in/Right-out)**
- Jessie Drive Extension at Site Access C (Full-Movement)**
- Jessie Drive Extension at Site Access D (Right-out)**
- Jessie Drive Extension at Site Access E (Full-Movement)**

*Analyzed for future traffic conditions only as existing traffic volumes onto/off of Forest Light Way are impacted by construction traffic associated with the Veridea East Village development and the traffic patterns at the location are expected to change with the completion of the NCDOT HL-0007 project.

**Analyzed for future Build-out conditions only.

Existing Traffic Data

Weekday AM (7:00 – 9:00am) and PM (4:00 – 6:00pm) peak hour turning movement counts were collected at the existing intersections of NC 55 at the US 1 Northbound and Southbound Ramps on May 20, 2025 while Wake County Public Schools were in session. To represent existing year (2026) traffic volumes, a 3% annual growth rate was applied to the count volumes for one year.

As existing traffic volumes at the intersection of NC 55 at William Street/Forest Light Way are impacted by construction traffic associated with the Veridea East Village development, and since traffic patterns at that location are expected to change with the completion of the NCDOT HL-0007 project, that intersection was not evaluated in the existing condition.

Future Background Traffic Volumes

Future background traffic volumes at existing study intersections included ambient traffic growth (via the application of a 3% annual growth rate) along with site traffic from three area developments, which included Aquiline, Veridea East Village, and phase 1 of the North Carolina Children's Hospital (NCC) site.

For the intersection of NC 55 at Williams Street/Forest Light Way and associated U-turns to the north and south, projected traffic volumes for the 2030 study year were obtained from the *Veridea Phase 1 (East Village) – TIA Phasing Analysis* (Kimley-Horn, May 2023) and used as baseline volumes, with approved development traffic added as appropriate.

Trip Generation

As the development is broken up into three pieces without internal connections, trips were generated using data from the ITE *Trip Generation Manual* (Twelfth Edition, 2025) for each of the following three "pods": East Industrial, Northeast Retail, and Southeast Retail.

As shown below in Table ES-1, the East Industrial Pod has the potential to generate 1,080 net new trips on a typical weekday, with 144 new trips during the AM peak hour and 146 net new trips during the PM peak hour.

Table ES-1
Traffic Generation (Vehicles): East Industrial Pod

Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
				Total	In	Out	In	Out
110	General Light Industrial	300,000	SF	1,080	124	20	33	113

As shown below in Table ES-2, the Northeast Retail Pod has the potential to generate 6,442 net new trips on a typical weekday, with 361 new trips during the AM peak hour and 474 net new trips during the PM peak hour.

Table ES-2 Traffic Generation (Vehicles): Northeast Retail Pod								
Land Use Code	**Land Use**	**Intensity**		**Daily**	**AM Peak Hour**		**PM Peak Hour**	
				Total	**In**	**Out**	**In**	**Out**
821	Shopping Plaza (40k-150k) w/ Supermarket	71,000	SF	7,006	148	99	293	304
912	Drive-In Bank	3,000	SF	298	17	13	32	31
937	Coffee/Donut Shop with Drive-Through Window	3,000	SF	1,802	131	125	59	58
945	Convenience Store/Gas Station (5.5-10k SF Market)	16	FP	3,254	186	185	169	168
Subtotal				12,360	482	422	551	562
Internal Capture				*1,208*	*57*	*57*	*41*	*41*
Pass-by Capture				*4,710*	*215*	*214*	*278*	*279*
Total New Net External Trips: Northeast Retail Pod				**6,442**	**210**	**151**	**232**	**242**

As shown below in Table ES-3, the Southeast Retail Pod has the potential to generate 3,228 net new trips on a typical weekday, with 218 new trips during the AM peak hour and 181 net new trips during the PM peak hour. Based on discussions with the Town and NCDOT, the internal capture reduction in the PM peak hour was capped at 25% of gross trips even though ITE data suggests actual internal capture reductions may be higher.

Table ES-3 Traffic Generation (Vehicles): Southeast Retail Pod								
Land Use Code	**Land Use**	**Intensity**		**Daily**	**AM Peak Hour**		**PM Peak Hour**	
				Total	**In**	**Out**	**In**	**Out**
822	Strip Retail Plaza (<40k)	35,000	SF	1,708	76	62	89	90
848	Tire Store	5,000	SF	144	9	5	8	11
930	Fast Casual Restaurant	6,000	SF	1,356	6	3	46	40
934	Fast-Food Restaurant with Drive-Through Window	5,000	SF	2,242	85	81	82	76
Subtotal				5,450	176	151	224	218
Internal Capture				*926*	*16*	*16*	*78*	*78*
Pass-by Capture				*1,296*	*39*	*38*	*54*	*51*
Total New Net External Trips: Southeast Retail Pod				**3,228**	**121**	**97**	**92**	**89**

Capacity Analyses

Capacity analyses were performed using Synchro Version 12 software. Table ES-4 summarizes the operation of the study intersections for the AM and PM peak hour traffic conditions.

Table ES-4
Intersection Levels of Service

Intersection	Existing Year (2026)		Future Year (2030)					
			Background		Build-Out: Access Scenario 1 Jessie Dr. Ext. - Full-Movement		Build-Out: Access Scenario 2 Jessie Dr. Ext. - RCI Config.	
	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
NC 55 at US 1 Southbound Ramps	D (40.9)	D (52.5)	C (34.0)	D (41.2)	D (36.0)	D (51.9)	D (36.0)	D (51.9)
NC 55 at US 1 Northbound Ramps	C (23.4)	B (19.8)	C (27.5)	C (20.6)	C (29.7)	C (28.7)	C (29.7)	C (28.7)
NC 55 at U-Turn North of Williams Street^	-	-	B (12.9)	B (16.5)	B (10.8)	C (29.3)	B (16.3)	C (22.9)
NC 55 at Williams Street/Forest Light Way^	-	-	Forest Light - B (12.7)	Forest Light - B (17.2)	Forest Light - B (13.4)	Forest Light - B (18.3)	Forest Light - B (13.9)	Forest Light - B (18.2)
	-	-	Williams - C (27.9)	Williams - C (20.4)	Williams - D (35.4)	Williams - C (22.4)	Williams - D (35.4)	Williams - C (22.4)
NC 55 at U-Turn South of Forest Light Way^	-	-	B (11.1)	B (13.5)	B (12.7)	B (14.6)	B (12.9)	B (14.6)
NC 55 at Jessie Drive Extension*	-	-	-	-	C (25.1)	F (94.6)	Jessie Dr. Ext. - C (21.6)	Jessie Dr. Ext. - C (29.0)
							North U-Turn. - C (22.2)	North U-Turn. - F (223.5)
							Comb. Delay - C (21.8)	**Comb. Delay - F (130.3)**
NC 55 at Site Access A (RI/RO)*	-	-	-	-	WB - F (309.2)	WB - F (132.2)	WB - F (309.2)	WB - F (132.2)
Jessie Drive Extension at Site Access B (RI/RO)*	-	-	-	-	NB - B (10.4)	NB - B (10.7)	NB - B (10.4)	NB - B (10.7)
	-	-	-	-	SB - A (9.8)	SB - B (11.7)	SB - A (9.8)	SB - B (11.7)
Jessie Drive Extension at Site Access C (FM)*	-	-	-	-	NB - E (45.5)	NB - F (297.6)	NB - E (45.5)	NB - F (297.6)
	-	-	-	-	SB - B (11.5)	SB - B (14.5)	SB - B (11.5)	SB - B (14.5)
	-	-	-	-	EBL - A (8.0)	EBL - A (9.0)	EBL - A (8.0)	EBL - A (9.0)
	-	-	-	-	WBL - A (7.6)	WBL - A (7.4)	WBL - A (7.6)	WBL - A (7.4)
Jessie Drive Extension at Site Access D (RO)*	-	-	-	-	SB - A (8.4)	SB - A (8.7)	SB - A (8.4)	SB - A (8.7)
Jessie Drive Extension at Site Access E (FM)*	-	-	-	-	NB - B (10.3)	NB - A (9.5)	NB - B (10.3)	NB - A (9.5)
	-	-	-	-	SB - A (9.3)	SB - A (8.6)	SB - A (9.3)	SB - A (8.6)
	-	-	-	-	EBL - A (7.4)	EBL - A (7.3)	EBL - A (7.4)	EBL - A (7.3)

^Analysis includes improvements by other area developments or publicly-funded projects

*Analysis includes improvements recommended as part of this development

For the intersection of NC 55 at Jessie Drive Extension, a cumulative delay for Scenario 2 (based on weighted delay at the RCI interseciton and north U-turn) was calculated for comparison with Scenario 1.

Improvements by Others

The following improvements are committed to be performed as part of Veridea or by publicly-funded projects in the study area and were included in in each of the future traffic conditions:

NC 55 at US 1 Southbound Ramps (*by Veridea East Village)*:

- Restripe the US 1 Southbound Off-Ramp to provide dual exclusive left-turn lanes, a shared through/left lane, and one exclusive right-turn lane
- Modify the existing traffic signal to accommodate the committed laneage

NC 55 at US 1 Northbound Ramps (*by Veridea East Village)*:

- Extend the storage of the inside northbound right-turn lane on NC 55 through future Pristine Water Drive/Atlas Drive and reconfigure as a free-flow right-turn lane onto US 1 Northbound
- Restripe the southbound approach of NC 55 to provide three southbound through lanes and a single exclusive southbound left-turn lane
- Modify the existing traffic signal to accommodate the recommended laneage

NC 55 at Williams Street/Forest Light Way (*by NCDOT Project HL-0007)*:

- Convert the existing full-movement intersection to a RCI with signalized U-turns north and south of the intersection

Recommended Improvements

Based on the capacity analyses presented herein, the following improvements are recommended to be performed as part of the Jessie Commons development:

Jessie Drive Extension:

- Construct Jessie Drive Extension as a four-lane, median-divided roadway through the site

NC 55:

- Provide an additional northbound through lane on NC 55 along the project's frontage, terminating as a right-turn lane at Site Access A

NC 55 at Site Access A:

- Construct Site Access A as a right-in/right-out site access with one ingress lane and one egress lane

Jessie Drive Extension at Site Access B:

- Construct Site Access B as a right-in/right-out access to each retail pod, with one ingress lane and one egress lane

Jessie Drive Extension at Site Access C:

- Construct Site Access C as a full-movement site access to each retail pod, with one ingress lane and two egress lanes (exclusive left-turn lane and a shared through/right lane) on each minor street approach
- Provide an exclusive eastbound left-turn lane with 100 feet of storage on Jessie Drive Extension
- Provide an exclusive westbound left-turn lane with 100 feet of storage on Jessie Drive Extension

Jessie Drive Extension at Site Access D:

- Construct Site Access D as a right-in/right-out access to the north Industrial pod , with one ingress lane and one egress lane

Jessie Drive Extension at Site Access E:

- Construct Site Access E as a full-movement site access to each side of the Industrial pod, with one ingress lane and one egress lane on each minor street approach
- Provide an exclusive eastbound left-turn lane with 50 feet of storage on Jessie Drive Extension

The following improvements are also recommended to be performed at the intersection of NC 55 at Jessie Drive Extension based on Access Scenario 1:

NC 55 at Jessie Drive Extension:

- Provide dual westbound left-turn lanes and an exclusive right-turn lane on Jessie Drive Extension, with 350 feet of storage provided for the inside left-turn lane
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the full-movement intersection configuration

The following improvements were identified at the intersection of NC 55 at Jessie Drive Extension and the associated U-turn to the north based on Access Scenario 2:

NC 55 at Jessie Drive Extension:

- Provide dual westbound right-turn lanes on Jessie Drive Extension
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the RCI configuration

NC 55 at U-Turn North of Jessie Drive Extension:

- Construct a U-turn bulb on NC 55 north of Jessie Drive Extension
- Provide dual northbound U-turn lanes on NC 55, each with 200 feet of storage
- Install a traffic signal

Conclusions

Analyses indicate that all of the study intersections will operate acceptably at project build-out except for the signalized intersection of NC 55 at Jessie Drive Extension (and the associated U-turn, as applicable) and the unsignalized intersections of NC 55 at Site Access A and Jessie Drive Extension at Site Access C.

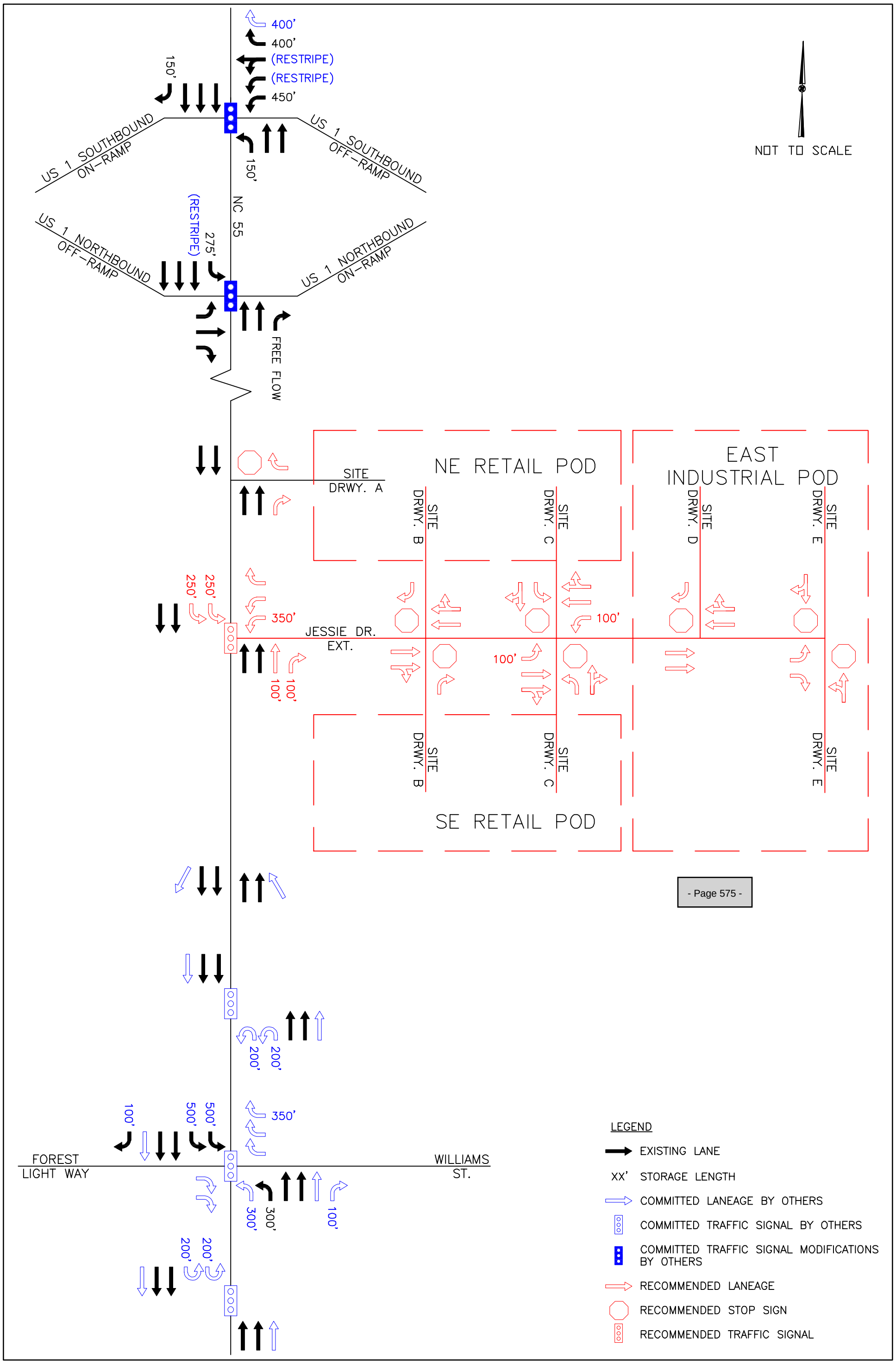
In Access Scenario 1, the signalized intersection of NC 55 at Jessie Drive Extension is expected to operate at LOS C in the AM peak hour and LOS F in the PM peak hour. Similarly, cumulative delays in each peak hour at this intersection pair in Access Scenario 2 (accounting for combined

delays at the Jessie Drive Extension intersection and the north U-turn) also result in overall LOS C in the AM peak hour and LOS F in the PM peak hour but with 50% longer (cumulative) delays than the full-movement scenario. Since the resulting dual-lane U-turn bulb north of Jessie Drive Extension can likely not be accommodated within existing right-of-way and without significant impact to existing property access and operations and due to the shorter delays, Access Scenario 1 is recommended to be implemented as part of this project.

The unsignalized intersection of NC 55 at Site Access A is expected to operate with long delays on the minor street approach (Site Access A) in both peak hours at project build-out. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Therefore, no additional improvements are recommended to be performed at this intersection.

Synchro indicates that the unsignalized intersection of Jessie Drive Extension at Site Access C is expected to operate with long delays on the northbound minor street approach (Site Access C) in the PM peak hour at project build-out. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. SimTraffic simulations indicate that minor-street approach delays are expected to be less than 20 seconds, and no queuing issues on the minor street approaches at this intersection (or along Jessie Drive Extension from NC 55) are anticipated.

The committed and recommended roadway laneage in Access Scenario 1 is shown on **Figure ES-1**, and the committed and identified roadway laneage in Access Scenario 2 is shown on **Figure ES-2.**



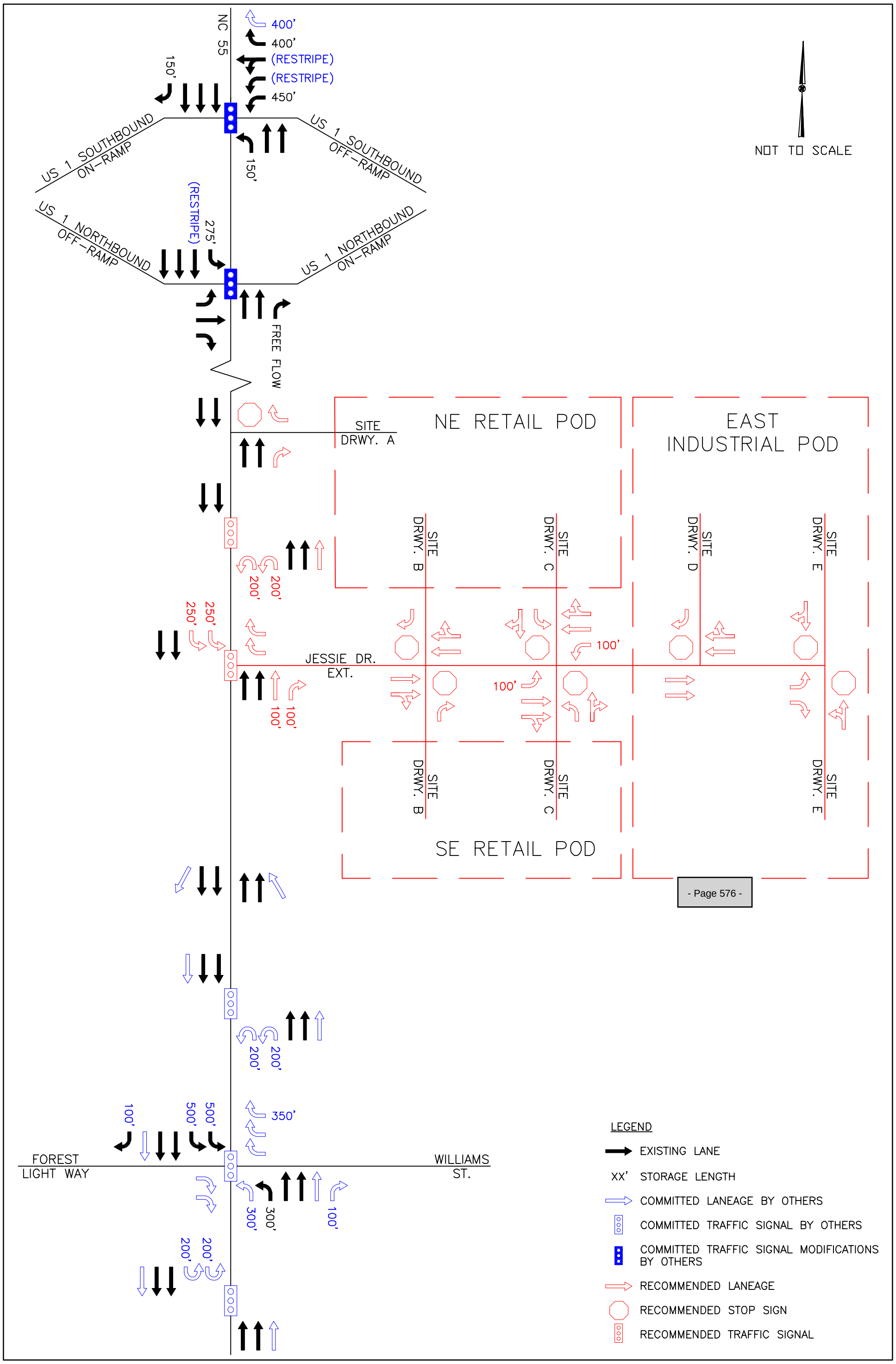
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COMMITTED & RECOMMENDED ROADWAY LANEAGE
– ACCESS SCENARIO #1

FIGURE
ES–1

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COMMITTED & RECOMMENDED ROADWAY LANEAGE
– ACCESS SCENARIO #2

FIGURE
ES–2

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1.0 Introduction

Kimley-Horn and Associates, Inc. has completed a Traffic Impact Analysis (TIA) for the Jessie Commons Project proposed to be located east of NC 55 and south of the existing Town of Apex Public Safety Station #4 in Apex, North Carolina. The development is envisioned to include approximately 300,000 square feet (SF) of light industrial space, 106,000 SF of retail space (including a supermarket), and six outparcels along NC 55. While specific outparcel uses have not been identified at this time, for the purposes of this analysis they were assumed to include a bank, a tire store, a fast-casual restaurant, a fast-food restaurant with drive-through window, a coffee shop with drive-through window, and a gas station/convenience market. As part of this development, Jessie Drive will be constructed from NC 55 through the site frontage but will not connect to the existing terminus at Horton Park Drive. The site is proposed to be accessed via multiple driveways on Jessie Drive Extension as well as a right-in/right-out access on NC 55 north of Jessie Drive Extension. The anticipated full build-out year for the project is 2030.

Based on coordination with the Town of Apex and the North Carolina Department of Transportation (NCDOT), the intersection of NC 55 at Jessie Drive Extension was studied in two separate access configurations:

- Access Scenario #1: Full-Movement Access
- Access Scenario #2: Reduced Conflict Intersection (RCI) (a.k.a. “Superstreet”)

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with development. The traffic conditions studied include the existing (2026) traffic condition and the projected (2030) background and build-out conditions in the weekday AM and PM peak hours.

Town of Apex and NCDOT staff were consulted on the scope of this analysis. The TIA Assumptions Memorandum is included in the Appendix.

2.0 Inventory

2.1 *Study Area*

The study area for this development includes the following intersections:

- NC 55 at US 1 Southbound Ramps
- NC 55 at US 1 Northbound Ramps
- NC 55 at U-Turn North of Williams Street*
- NC 55 at Williams Street/Forest Light Way*
- NC 55 at U-Turn South of Forest Light Way*
- NC 55 at Jessie Drive Extension**
- NC 55 at Site Access A (Right-in/Right-out)**
- Jessie Drive Extension at Site Access B (Right-in/Right-out)**
- Jessie Drive Extension at Site Access C (Full-Movement)**
- Jessie Drive Extension at Site Access D (Right-out)**
- Jessie Drive Extension at Site Access E (Full-Movement)**

*Analyzed for future traffic conditions only as existing traffic volumes onto/off of Forest Light Way are impacted by construction traffic associated with the Veridea East Village development and the traffic patterns at the location are expected to change with the completion of the NCDOT HL-0007 project.
**Analyzed for future Build-out conditions only.

Figure 2.1 shows the site location, and **Figure 2.2** shows the conceptual site plan.

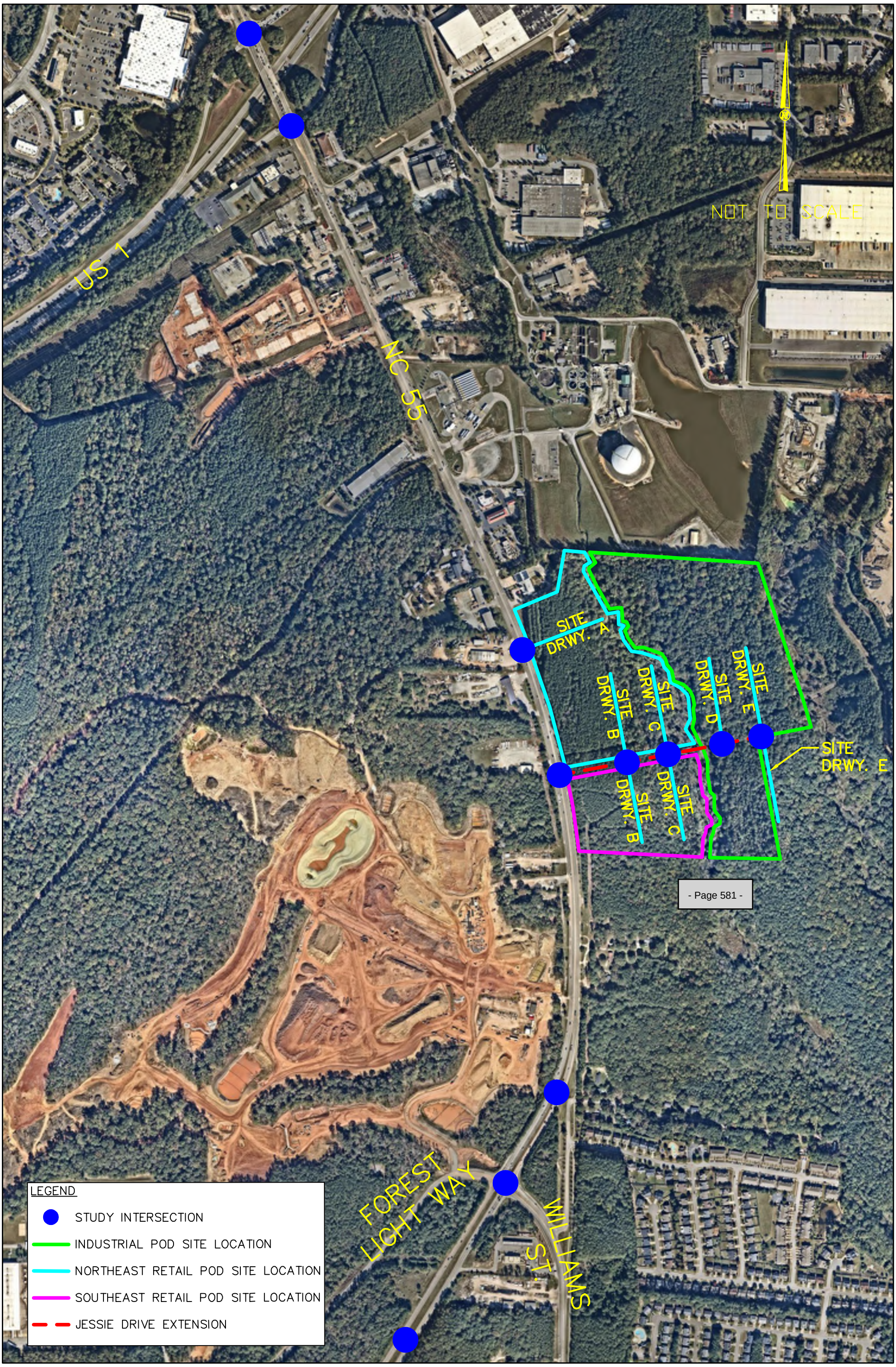
2.2 *Existing Conditions*

The Jessie Commons development is proposed to be east of NC 55 and south of the existing Town of Apex Public Safety Station #4 in Apex, North Carolina. Roadway network elements (speed limit, estimated average daily traffic volume, existing configuration, and Town of Apex Thoroughfare and Collector Street designation) are summarized in Table 2.1.

Table 2.1
Roadway Network Summary

Roadway	Speed Limit	Estimated 2026 ADT Volume	Typical Existing Configuration	Thoroughfare/Collector Street Plan Designation
US 1	70 mph	43,400 vpd west of NC 55	4-Lane Freeway	4-Lane Freeway
NC 55	55 mph	46,000 vpd south of Williams Street	4-Lane Divided south of Williams Street	6-Lane Superstreet Thoroughfare
Williams Street	45 mph	16,500 vpd north of Sunset Lake Road	3-Lane Undivided	4-Lane Thoroughfare

Figure 2.3 shows the existing study intersection laneage.



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SITE LOCATION

FIGURE
2.1

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E. WILLIAMS STREET
APEX, NC
WAKE COUNTY

DATE	PROJECT NO.
08.20.25 (REV. 11/24/2025)	240202B
	SHEET NO. SP-3

FIGURE 2.2

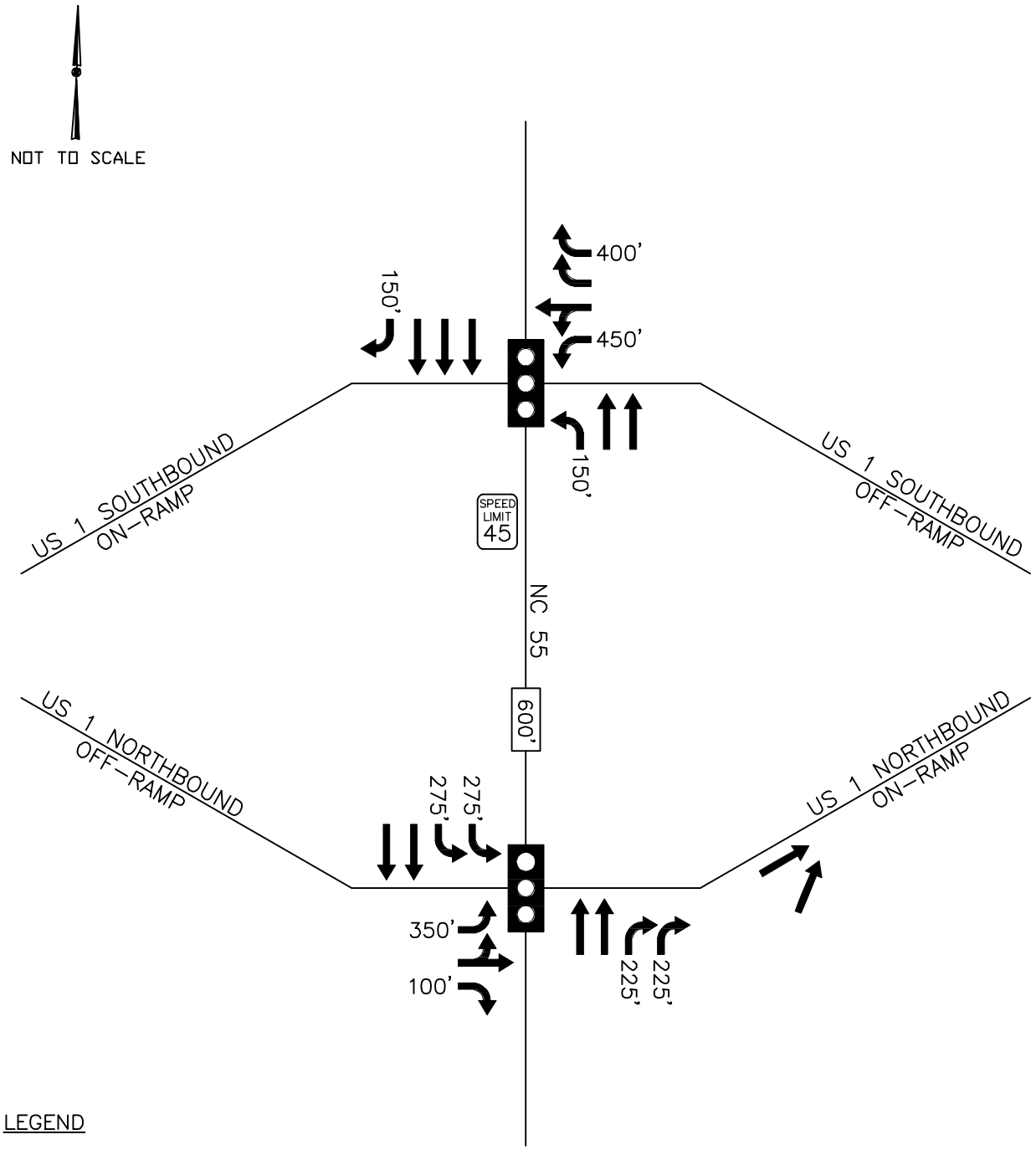
CONCEPTUAL SITE PLAN

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P:\2024 Projects\240202 - E Williams Street Mixed Use - DR Horton\240202B - Strategic Blvd (Jones Farm#1 (Parallel)\Sketch Plan\Sheet\240202B_SP-3.dwg



LEGEND

- EXISTING LANE
- XX' STORAGE LENGTH
- EXISTING TRAFFIC SIGNAL
- SPEED LIMIT XX — POSTED SPEED LIMIT
- XXX' — APPROXIMATE DISTANCE BETWEEN INTERSECTIONS

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EXISTING ROADWAY LANEAGE

FIGURE 2.3

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3.0 Traffic Generation

As the development is broken up into three pieces without internal connections, trips were generated using data from the ITE *Trip Generation Manual* (Twelfth Edition, 2025) for each of the following three "pods": East Industrial, Northeast Retail, and Southeast Retail.

As shown below in Table 3.1, the East Industrial Pod has the potential to generate 1,080 net new trips on a typical weekday, with 144 new trips during the AM peak hour and 146 net new trips during the PM peak hour.

Table 3.1
Traffic Generation (Vehicles): East Industrial Pod

Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
				Total	In	Out	In	Out
110	General Light Industrial	300,000	SF	1,080	124	20	33	113

As shown below in Table 3.2, the Northeast Retail Pod has the potential to generate 6,442 net new trips on a typical weekday, with 361 new trips during the AM peak hour and 474 net new trips during the PM peak hour.

Table 3.2
Traffic Generation (Vehicles): Northeast Retail Pod

Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
				Total	In	Out	In	Out
821	Shopping Plaza (40k-150k) w/ Supermarket	71,000	SF	7,006	148	99	293	304
912	Drive-In Bank	3,000	SF	298	17	13	32	31
937	Coffee/Donut Shop with Drive-Through Window	3,000	SF	1,802	131	125	59	58
945	Convenience Store/Gas Station (5.5-10k SF Market)	16	FP	3,254	186	185	169	168
Subtotal				12,360	482	422	551	562
Internal Capture				*1,208*	*57*	*57*	*41*	*41*
Pass-by Capture				*4,710*	*215*	*214*	*278*	*279*
Total New Net External Trips: Northeast Retail Pod				**6,442**	**210**	**151**	**232**	**242**

As shown below in Table 3.3, the Southeast Retail Pod has the potential to generate 3,228 net new trips on a typical weekday, with 218 new trips during the AM peak hour and 181 net new trips during the PM peak hour. Based on discussions with the Town and NCDOT, the internal capture reduction in the PM peak hour was capped at 25% of gross trips even though ITE data suggests actual internal capture reductions may be higher.

Table 3.3 Traffic Generation (Vehicles): Southeast Retail Pod								
Land Use Code	**Land Use**	**Intensity**		**Daily**	**AM Peak Hour**		**PM Peak Hour**	
				Total	**In**	**Out**	**In**	**Out**
822	Strip Retail Plaza (<40k)	35,000	SF	1,708	76	62	89	90
848	Tire Store	5,000	SF	144	9	5	8	11
930	Fast Casual Restaurant	6,000	SF	1,356	6	3	46	40
934	Fast-Food Restaurant with Drive-Through Window	5,000	SF	2,242	85	81	82	76
Subtotal				5,450	176	151	224	218
Internal Capture				*926*	*16*	*16*	*78*	*78*
Pass-by Capture				*1,296*	*39*	*38*	*54*	*51*
Total New Net External Trips: Southeast Retail Pod				**3,228**	**121**	**97**	**92**	**89**

Detailed trip generation calculations are included in the Appendix of this report.

4.0 Site Traffic Distribution

The projected site-generated trips were assigned to the surrounding roadway network based on a review of surrounding land uses and discussions with the Town and NCDOT. Based on the surrounding roadway network and access configurations surrounding the site, separate distributions were developed for the industrial and retail trips.

The following overall distribution was used for new site trips for the East Industrial Pod as shown on **Figure 4.1**:

- 35% to/from the south on NC 55
- 25% to/from the east on US 1
- 15% to/from the west on US 1
- 10% to/from the north on NC 55
- 10% to/from the southeast on Williams Street
- 5% to/from the west on Forest Light Way

The following overall distribution was used for net new external trips for the Northeast Retail Pod as shown on **Figure 4.2**:

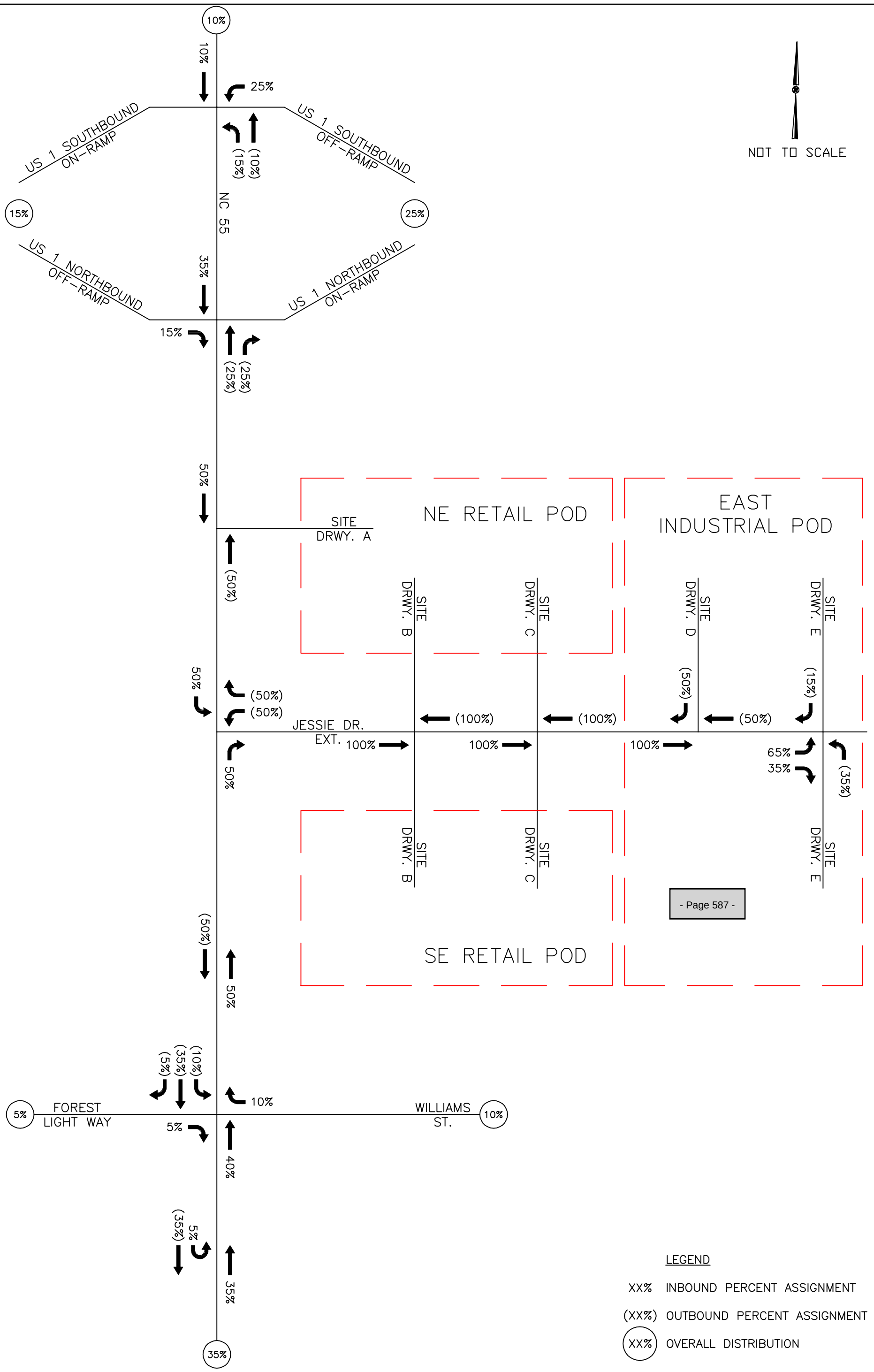
- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Southeast Retail Pod
- 3% to/from East Industrial Pod

Figures 4.3 and 4.4 depict the retail pass-by percent assignment for the peak hours.

The following overall distribution was used for net new external trips for the Southeast Retail Pod as shown on **Figure 4.5**:

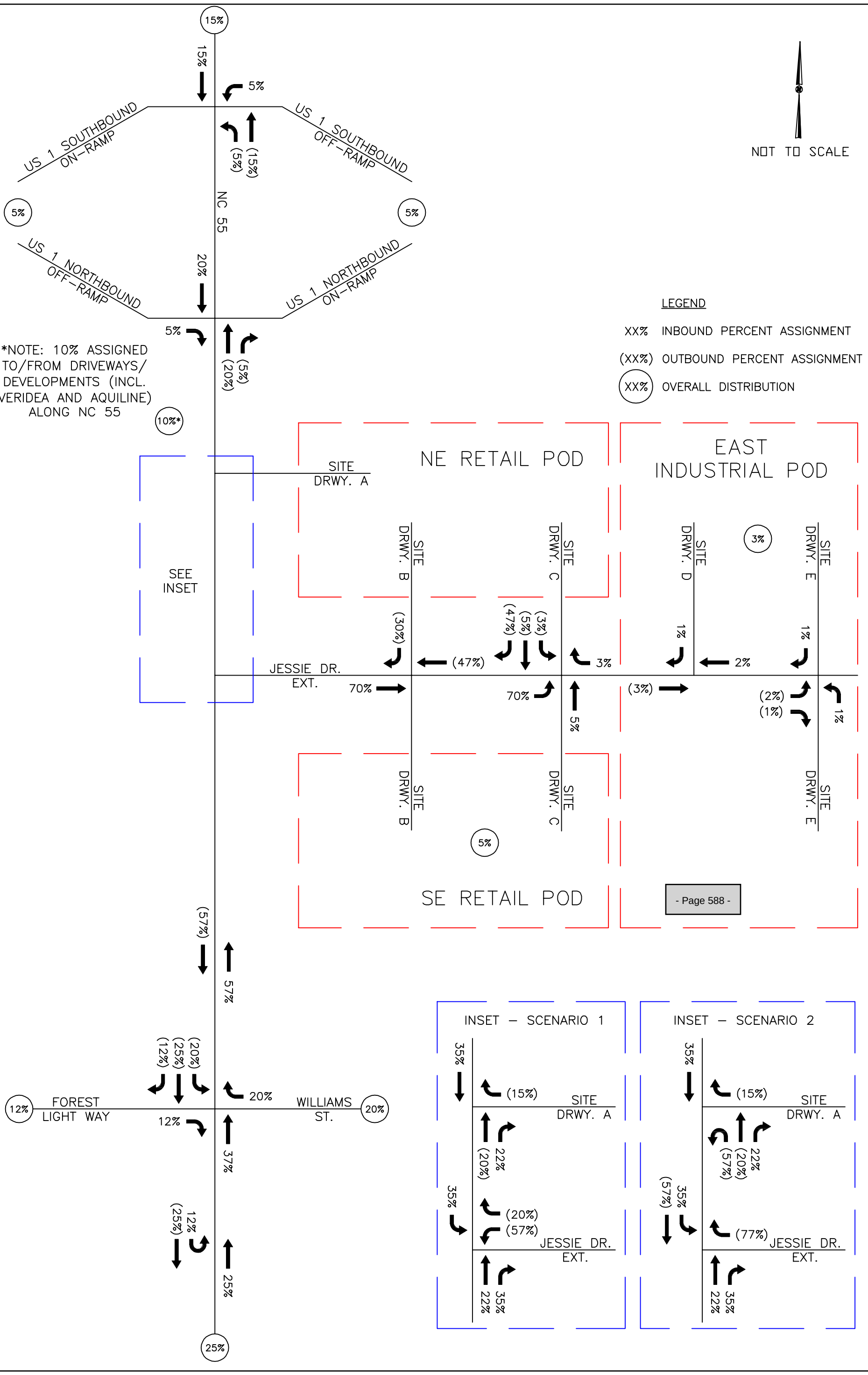
- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Northeast Retail Pod
- 3% to/from East Industrial Pod

Figures 4.6 and 4.7 depict the retail pass-by percent assignment for the peak hours, respectively.



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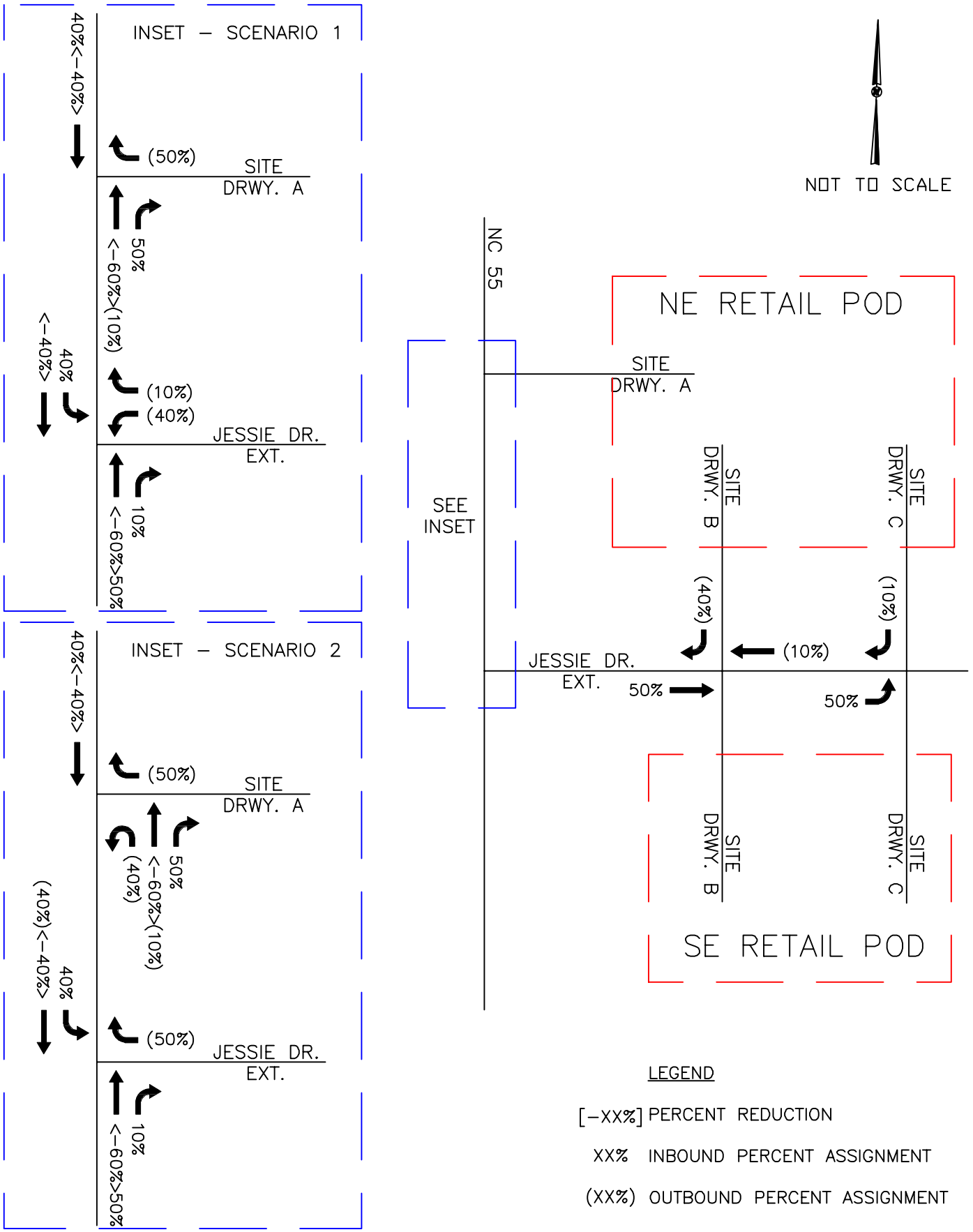
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SITE DISTRIBUTION AND PERCENT ASSIGNMENT – NORTHEAST RETAIL POD

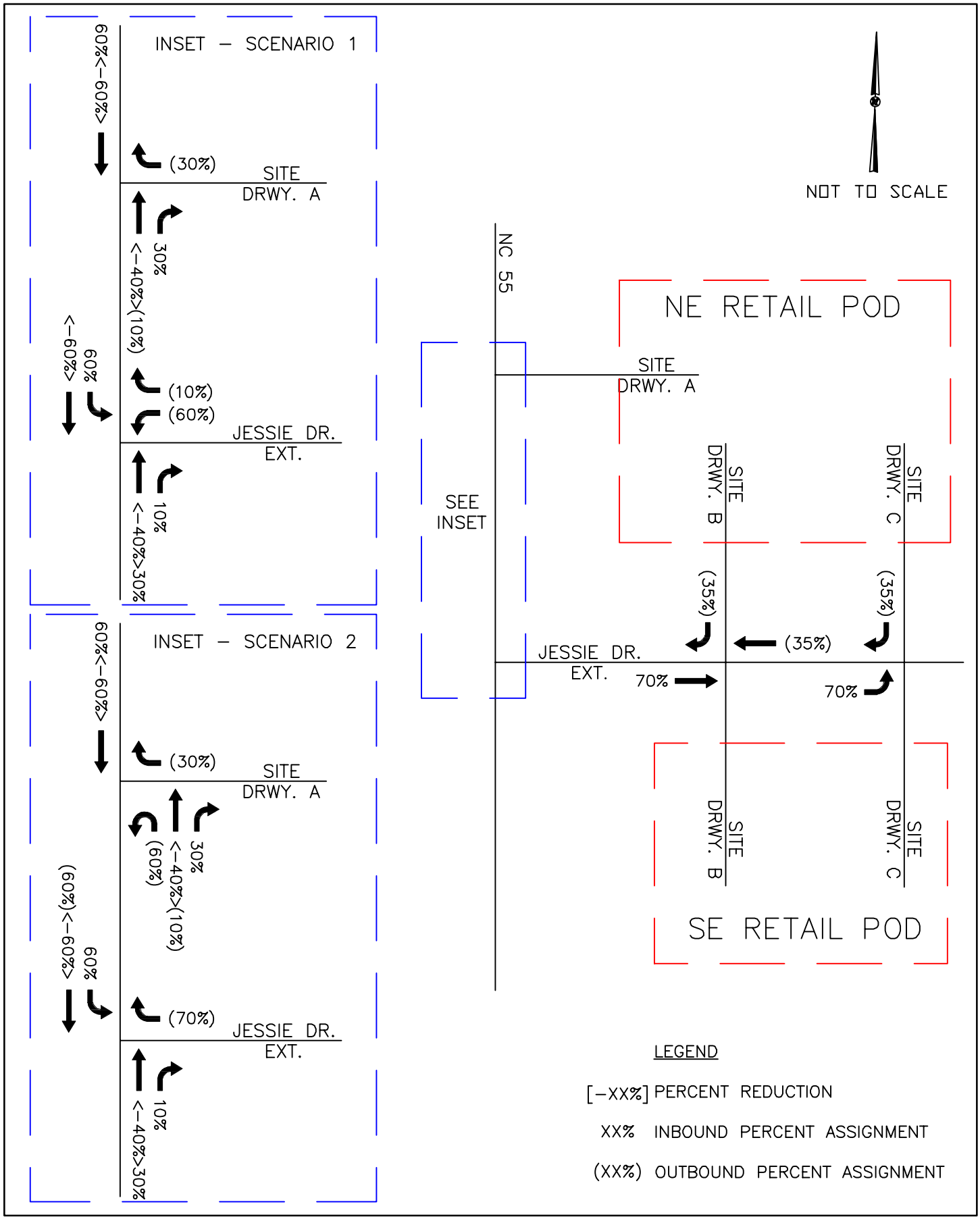
FIGURE 4.2

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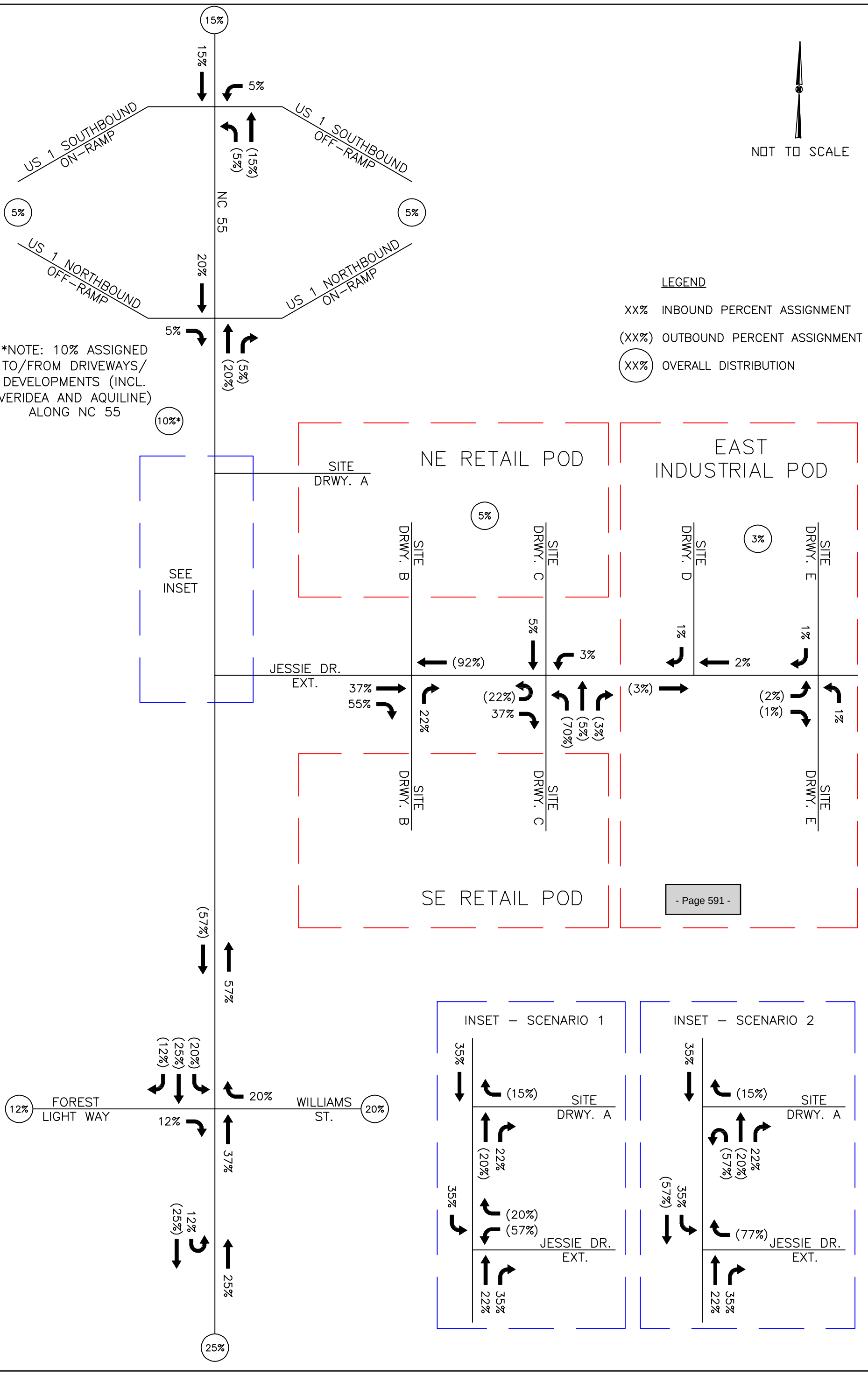
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PM PASS–BY ASSIGNMENT:
NORTHEAST RETAIL POD

FIGURE
4.4

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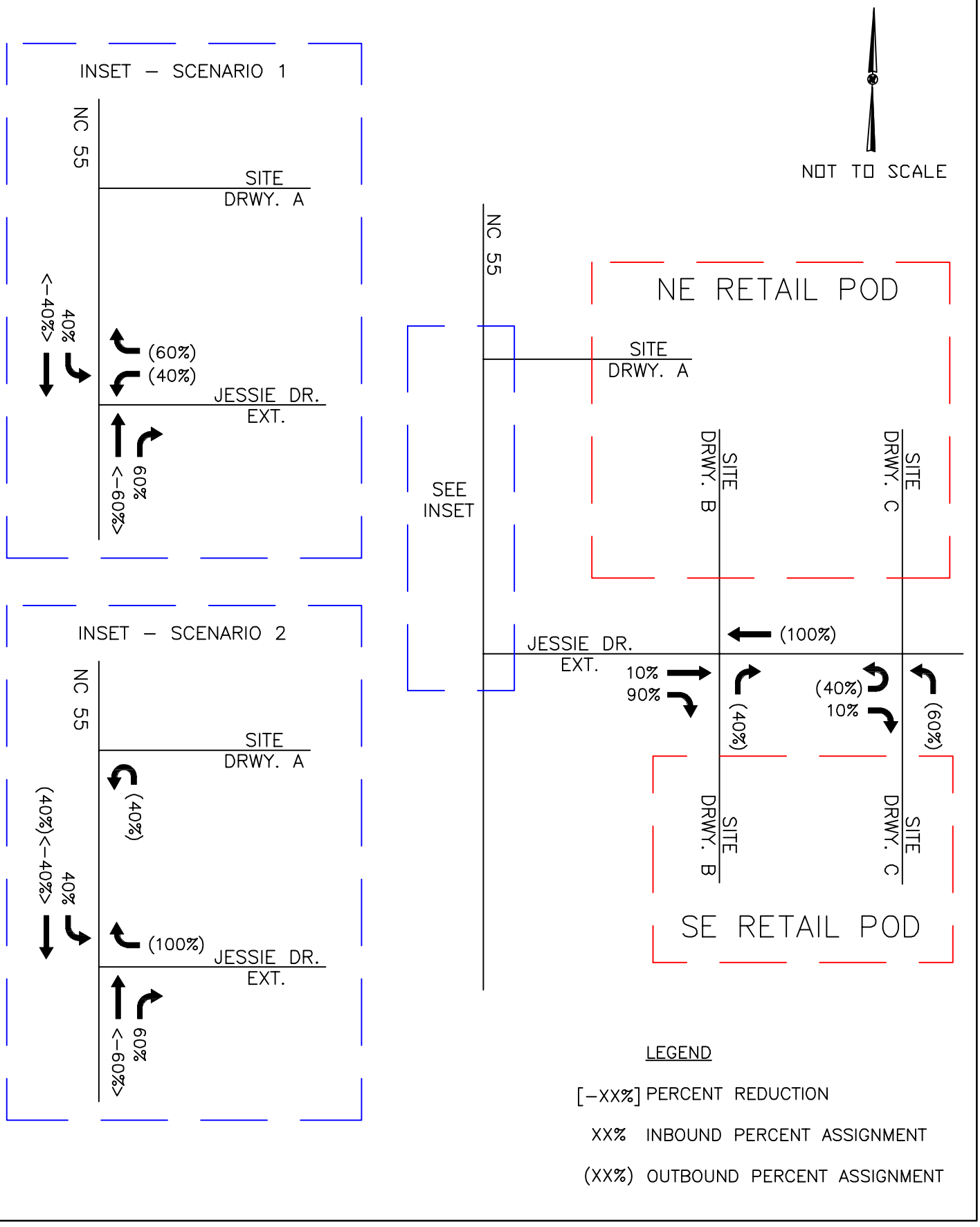
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APEX, NC
TRAFFIC IMPACT ANALYSIS

SITE DISTRIBUTION AND PERCENT ASSIGNMENT – SOUTHEAST RETAIL POD

FIGURE
4.5

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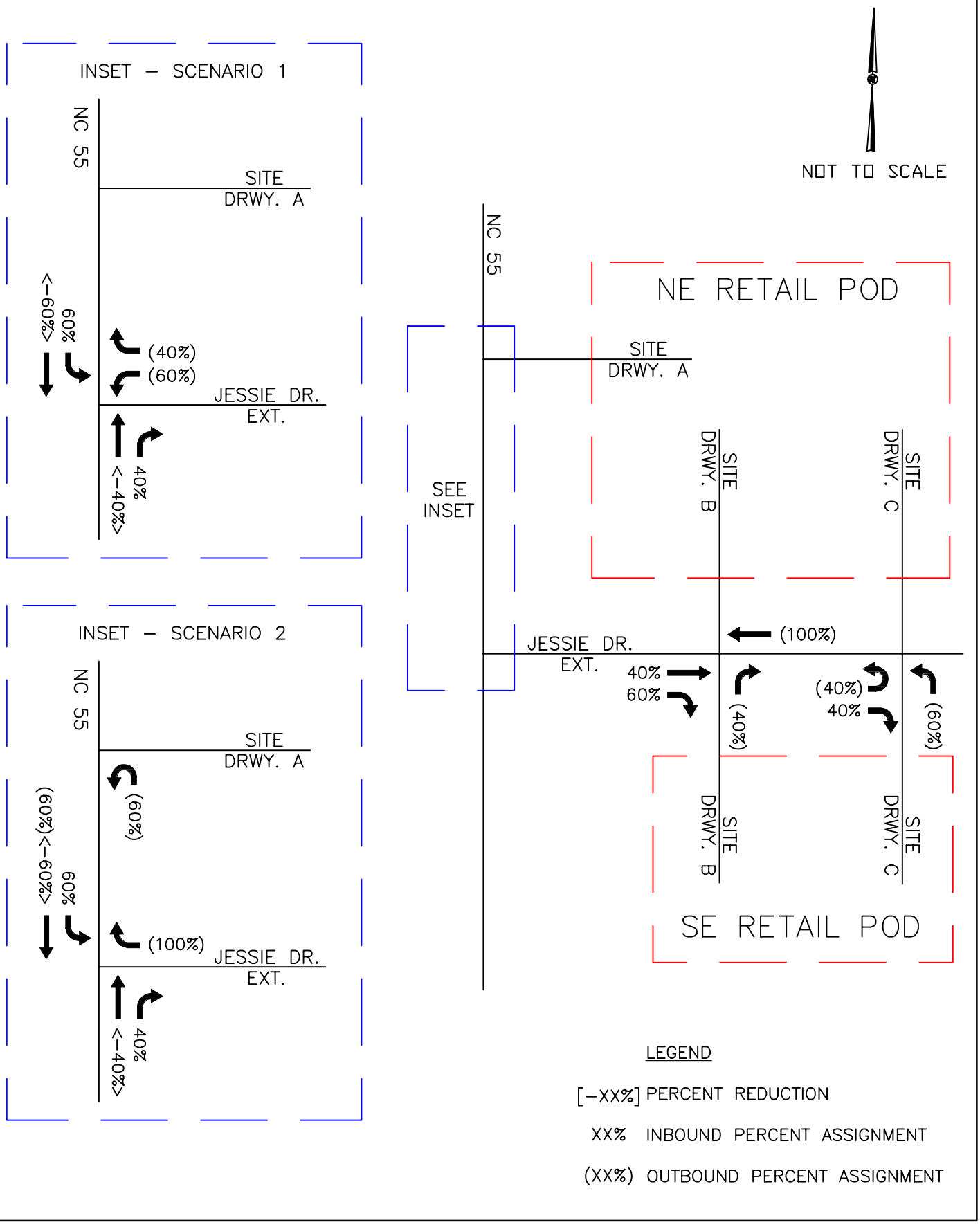
Kimley»Horn

JESSIE COMMONS
APEX, NC
TRAFFIC IMPACT ANALY

AM PASS–BY ASSIGNMENT:
SOUTHEAST RETAIL POD

FIGURE
4.6

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Kimley»Horn	JESSIE COMMONS APEX, NC TRAFFIC IMPACT ANALY	PM PASS–BY ASSIGNMENT: SOUTHEAST RETAIL POD	FIGURE 4.7

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5.0 Projected Traffic Volumes

5.1 *Existing Traffic*

Weekday AM (7:00 – 9:00am) and PM (4:00 – 6:00pm) peak hour turning movement counts were collected at the existing intersections of NC 55 at the US 1 Northbound and Southbound Ramps on May 20, 2025 while Wake County Public Schools were in session. To represent existing year (2026) traffic volumes, a 3% annual growth rate was applied to the count volumes for one year.

As existing traffic volumes at the intersection of NC 55 at William Street/Forest Light Way are impacted by construction traffic associated with the Veridea East Village development, and since traffic patterns at that location are expected to change with the completion of the NCDOT HL-0007 project, that intersection was not evaluated in the existing condition.

The existing AM and PM peak hour traffic volumes are shown on **Figure 5.1**, and the traffic count data is included in the Appendix.

5.2 *Projected (2030) Background Traffic Volumes*

Historic Growth Traffic
Consistent with typical Town requirements, a 3% annual growth rate was applied to the study year 2030.

NCDOT Project HL-0007 Forecast Volumes
For the intersection of NC 55 at Williams Street/Forest Light Way and associated U-turns to the north and south, projected traffic volumes for the 2030 study year were obtained from the *Veridea Phase 1 (East Village) – TIA Phasing Analysis* (Kimley-Horn, May 2023) and used as baseline volumes, with approved development traffic added as appropriate.

Approved Development Traffic
Approved development traffic is generated by approved, but not yet fully-constructed, projects in the vicinity of the proposed project. Based on discussions with the Town and NCDOT, traffic from three area developments were included as summarized in Table 5.1.

Table 5.1 Area Approved Development Summary			
Project Name & Location	**Land Uses**	**2030 % Occ.**	**Volume Source Data**
Aquiline: West of NC 55 at Pristine Water Drive	280 mid-rise apts., 50k SF movie theater, 50k SF fitness club, 35k SF supermarket, 15k SF pharmacy	100%	*Aquiline TIA* (Kimley-Horn, 3/2020)
Veridea East Village: Along NC 55 north of NC 55 Business/Technology Drive	320 single-family, 770 low-rise, 1,500 mid-rise, ~166k SF retail, 18k SF office, 2,400-tudent community college	100%	*Veridea Phase 1 – Updated Traffic Memo* (Kimley-Horn, 9/2023)
NCC Phase 1: Northwest of NC 540 at Veridea Parkway	504-bed hospital, 75-bed behavioral health, 210k SF POB, 350k SF MOB, 150-room Ronald McDonald House	50%	*NCC Phase 1 – Updated TIA* (Kimley-Horn, 12/2025)

Total Projected (2030) Background Traffic Volumes

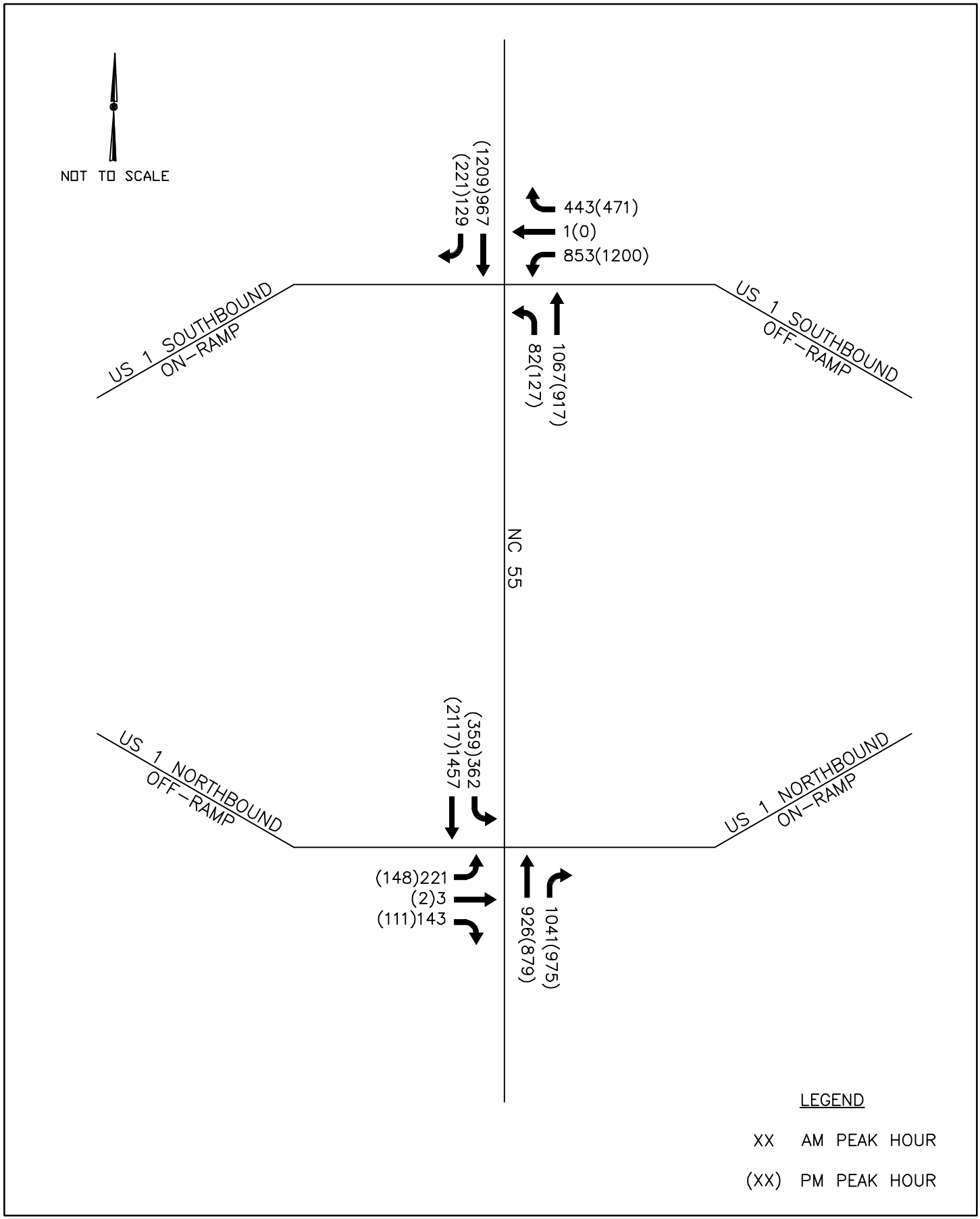
Projected peak hour background traffic volumes, which include existing, historic growth, approved development traffic, and forecast traffic (as applicable) for the study year 2030 are shown on **Figures 5.2 and 5.3** for the AM and PM peak hours, respectively**.**

5.3 *Site Traffic*

Project site traffic was generated and assigned to the adjacent roadway network according to the distributions discussed previously in *Section 4.0*. AM and PM peak hour site traffic volumes are shown on **Figures 5.2 and 5.3**, respectively, for Access Scenario 1. The site traffic volumes for the AM and PM peak hours are shown on **Figures 5.4 and 5.5**, respectively, for Access Scenario 2.

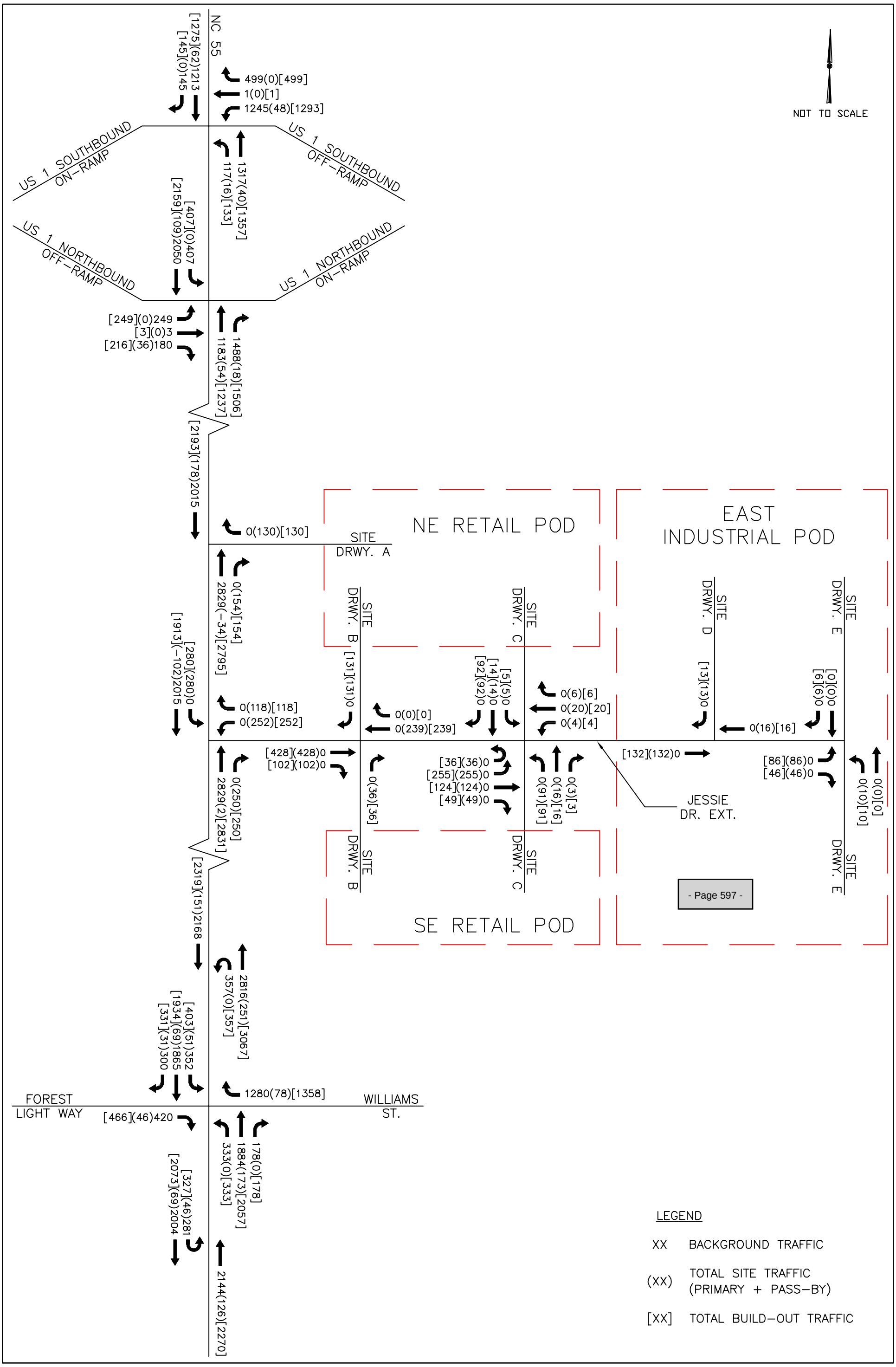
5.4 *Build-Out Traffic*

Projected build-out traffic volumes include background traffic volumes and site traffic volumes. Traffic volume calculations are detailed in intersection spreadsheets in the Appendix of this report. The projected (2030) AM and PM peak hour build-out volumes are shown on **Figures 5.2 and 5.3**, respectively, for Access Scenario 1. The projected (2030) peak hour build-out volumes for the AM and PM peak hours are shown on **Figures 5.4 and 5.5**, respectively, for Access Scenario 2.



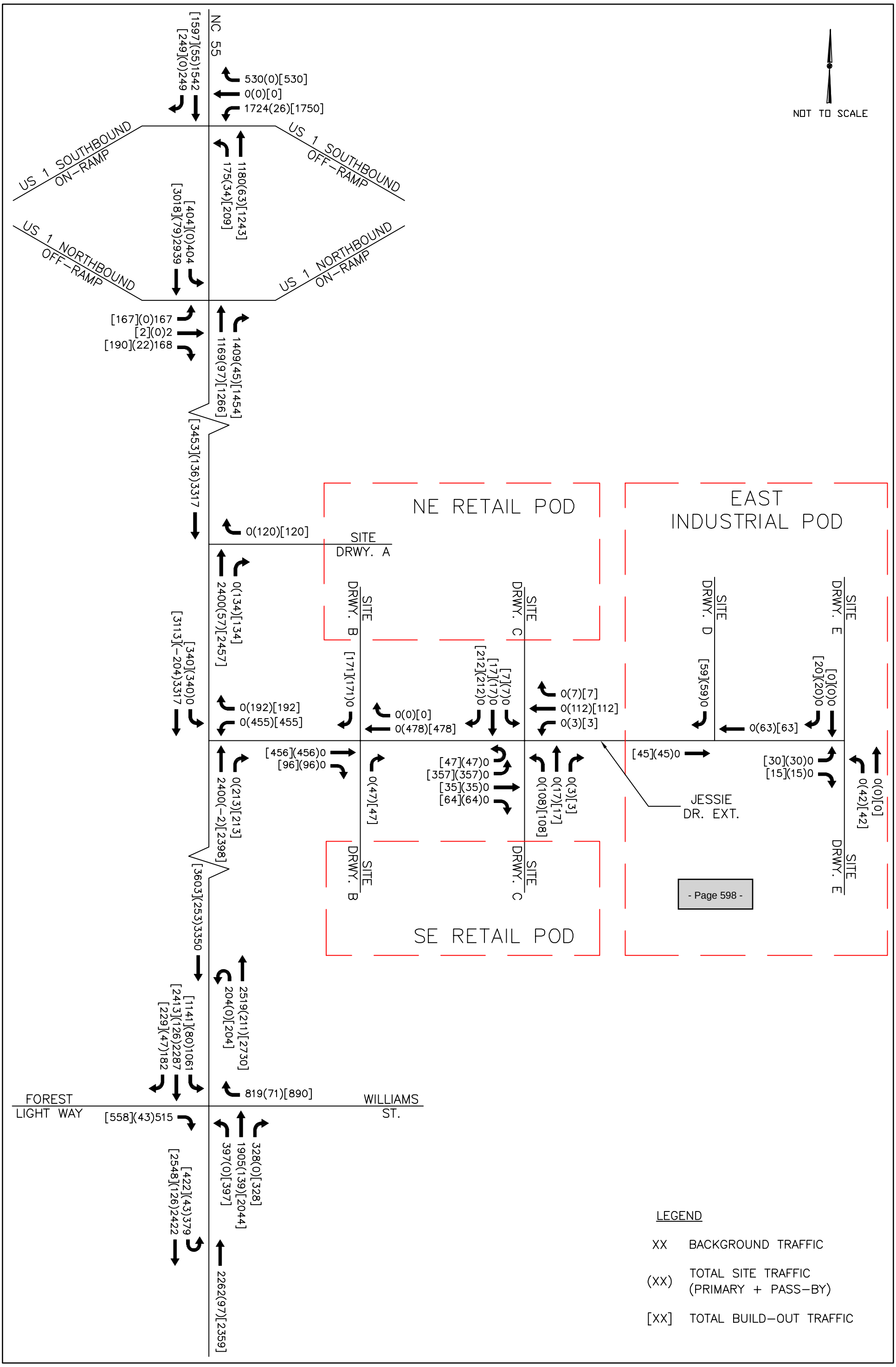
Kimley»Horn	JESSIE COMMONS APEX, NC TRAFFIC IMPACT ANALY	EXISTING (2026) AM AND PM PEAK HOUR TRAFFIC VOLUMES	FIGURE 5.1

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Kimley»Horn	JESSIE COMMONS APEX, NC TRAFFIC IMPACT ANALYSIS	PROJECTED (2030) BUILD-OUT AM PEAK HOUR TRAFFIC VOLUMES: SCENARIO 1	FIGURE 5.2

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Kimley»Horn	JESSIE COMMONS APEX, NC TRAFFIC IMPACT ANALYSIS	PROJECTED (2030) BUILD-OUT PM PEAK HOUR TRAFFIC VOLUMES: SCENARIO 1	FIGURE 5.3

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US 1 SOUTHBOUND OFF-RAMP

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US 1 NORTHBOUND OFF-RAMP

US 1 NORTHBOUND ON-RAMP

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[2193](178)2015

NE RETAIL POD

EAST INDUSTRIAL POD

SE RETAIL POD

SITE DRWY. A

SITE DRWY. B

SITE DRWY. C

SITE DRWY. D

SITE DRWY. E

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JESSIE DR. EXT.

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[403](51)352
[1934](69)1865
[331](31)300

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FOREST LIGHT WAY

WILLIAMS ST.

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[2073](69)2004

2144(126)[2270]

LEGEND

XX	BACKGROUND TRAFFIC
(XX)	TOTAL SITE TRAFFIC (PRIMARY + PASS-BY)
[XX]	TOTAL BUILD-OUT TRAFFIC

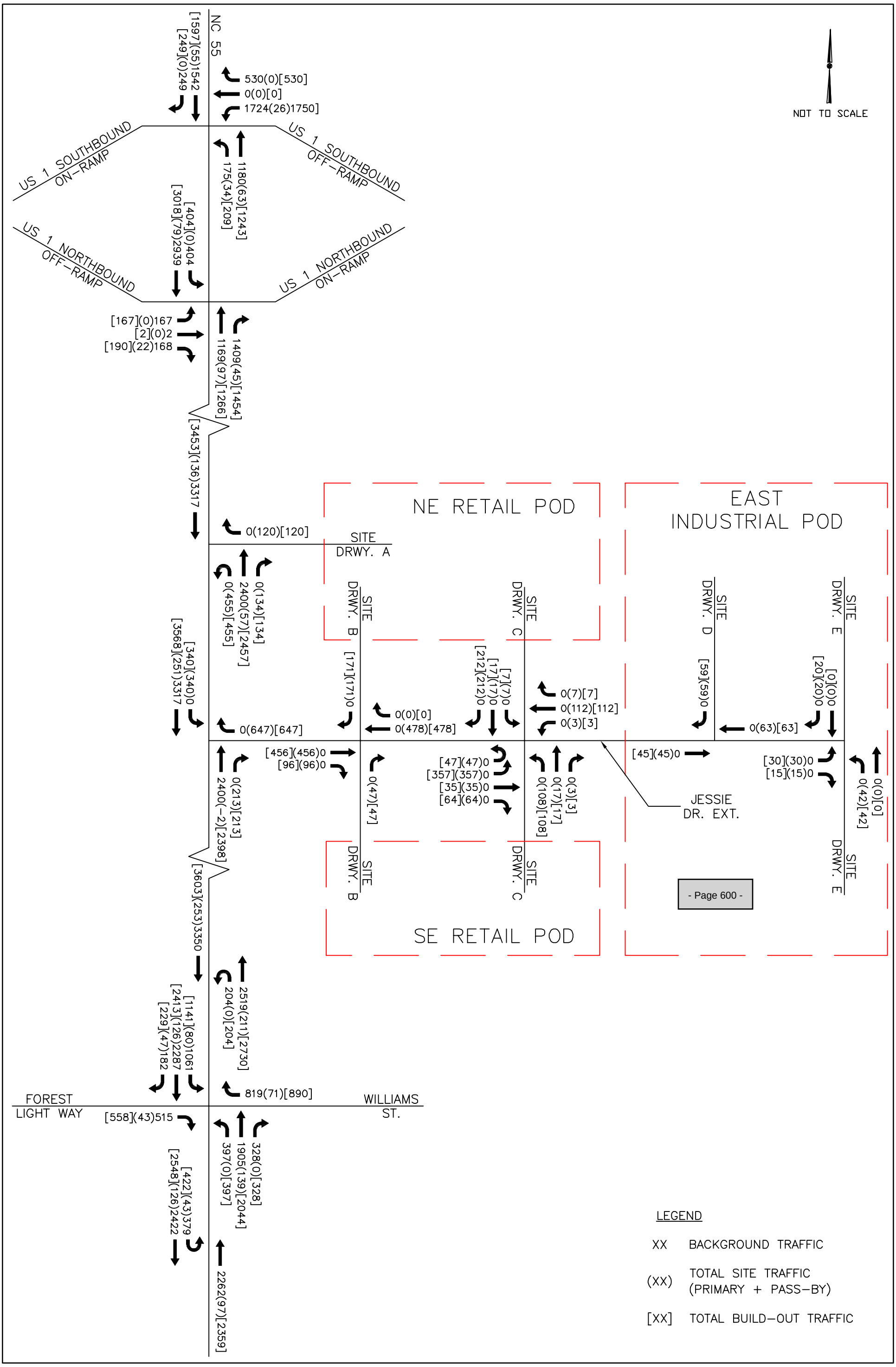
Kimley»Horn

JESSIE COMMONS
APEX, NC
TRAFFIC IMPACT ANALYSIS

PROJECTED (2030) BUILD-OUT AM PEAK HOUR
TRAFFIC VOLUMES: SCENARIO 2

FIGURE
5.4

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Kimley»Horn	JESSIE COMMONS APEX, NC TRAFFIC IMPACT ANALYSIS	PROJECTED (2030) BUILD-OUT PM PEAK HOUR TRAFFIC VOLUMES: SCENARIO 2	FIGURE 5.5

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6.0 Capacity Analysis

Capacity analyses were performed for the AM and PM peak hours for the existing (2026) traffic condition and the projected (2030) background and build-out traffic conditions at the study intersections using Synchro Version 12 software to determine the impacts of the proposed project.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a set time duration. Capacity is combined with Level-of-Service (LOS) to describe the operating characteristics of a road segment or intersection. LOS is a qualitative measure that describes operational conditions and motorist perceptions. The *Highway Capacity Manual (HCM)* defines six levels of service, LOS A through LOS F, with A representing the shortest average delays and F representing the longest average delays. LOS D is the typically accepted standard for signalized intersections in urbanized areas. For signalized intersections, LOS is defined for the overall intersection operation.

For unsignalized intersections, only the movements that must yield right-of-way experience control delay. Therefore, LOS criteria for the overall intersection is not reported by Synchro Version 12 or computable using methodology published in the *HCM*. It is typical for stop sign controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Table 6.0 lists the LOS control delay thresholds published in the *HCM* for signalized and unsignalized intersections.

Table 6.0
Level-of-Service Control Delay Thresholds

Level-of-Service	Signalized Intersections – Control Delay Per Vehicle [sec/veh]	Unsignalized Intersections – Average Control Delay [sec/veh] & Qualitative Operational Description	
A	≤ 10	≤ 10	Short Delays
B	> 10 – 20	> 10 – 15	
C	> 20 – 35	> 15 – 25	
D	> 35 – 55	> 25 – 35	Moderate Delays
E	> 55 – 80	> 35 – 50	
F	> 80	> 50	Long Delays

Existing peak hour factors (PHF) were used at existing intersections in each of the traffic conditions, and a PHF of 0.90 was used at new intersections. Right-turns on red (RTOR) were permitted if allowed in the field, and signal timings were optimized in each traffic condition. Additionally, while actual existing and projected volumes are shown in the figures, a minimum volume of 4 vehicles was used for intersection movements even if existing or projected volumes were found to be lower.

6.1 *NC 55 at US 1 Southbound Ramps*

Analyses indicate that the signalized intersection of NC 55 at US 1 Southbound currently operates at LOS D in both the AM and PM peak hours.

The following improvements are committed to be performed as part of the Veridea East Village development and were included in this analysis in the future traffic conditions:

- Restripe the US 1 Southbound Off-Ramp to provide dual exclusive left-turn lanes, a shared through/left lane, and one exclusive right-turn lane
- Modify the existing traffic signal to accommodate the committed laneage

Analyses indicate that, with the committed improvements in place, this intersection is expected to operate at LOS C in AM peak hour and continue operating at LOS D in the PM peak hour in the projected (2030) background traffic condition. In the projected (2030) build-out condition, the intersection is expected to operate at LOS D in both peak hours for either access scenario. No improvements are recommended to be performed at this intersection as part of the Jessie Commons development.

Table 6.1 summarizes the operation of the intersection of NC 55 at US 1 Southbound Ramps for the existing (2026) and projected (2030) background and build-out traffic conditions. As LOS and delay were consistent between both studied access scenarios, those findings were not duplicated in the table below.

Table 6.1
Level-of-Service
NC 55 at US 1 Southbound Ramps (Signalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2026) Traffic	D (40.9)	D (52.5)
Background (2030) Traffic	C (34.0)	D (41.2)
Build-out (2030) Traffic: Access Scenarios 1 & 2	D (36.0)	D (51.9)

6.2 *NC 55 at US 1 Northbound Ramps*

Analyses indicate that the signalized intersection of NC 55 at US 1 Northbound Ramps currently operates at LOS C in the AM peak hour and LOS B in the PM peak hour.

The following improvements are committed to be performed as part of the Veridea East Village development and were included in this analysis in the future traffic conditions:

- Extend the storage of the inside northbound right-turn lane on NC 55 through future Pristine Water Drive/Atlas Drive and reconfigure as a free-flow right-turn lane onto US 1 Northbound
- Restripe the southbound approach of NC 55 to provide three southbound through lanes and a single exclusive southbound left-turn lane
- Modify the existing traffic signal to accommodate the recommended laneage

Analyses indicate that with these improvements in place, the intersection is expected to operate at LOS C in both the AM and PM peak hours in the study year 2030 with or without the proposed Jessie Commons development in place. No improvements are recommended to be performed at this intersection as part of the Jessie Commons development.

Table 6.2 summarizes the operation of the intersection of NC 55 at US 1 Northbound Ramps for the existing (2026) and projected (2030) background and build-out traffic conditions. As LOS and delay were consistent between both studied access scenarios, those findings were not duplicated in the table below.

Table 6.2
Level-of-Service
NC 55 at US 1 Northbound Ramps

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Existing (2026) Traffic	C (23.4)	B (19.8)
Background (2030) Traffic	C (27.5)	C (20.6)
Build-out (2030) Traffic: Access Scenarios 1 & 2	C (29.7)	C (28.7)

6.3 *NC 55 at U-Turn North of Williams Street*

NCDOT Project HL-0007 proposes the construction of a U-turn bulb-out with dual U-turn lanes on NC 55 north of Williams Street.

Analyses indicate that this intersection is expected to operate at LOS B in both peak hours in the projected (2030) background traffic condition. In the projected (2030) build-out condition, this intersection is expected to operate at LOS B in the AM peak hour and operate at LOS C in the PM peak hour for either access condition but with varying levels of delay. Based on these results and the relatively minimal impact of project traffic, no improvements are recommended to be performed at this intersection as part of this project.

Table 6.3 summarizes the operation of the intersection of NC 55 at U-Turn North of Williams Street for the projected (2030) background and build-out traffic conditions.

Table 6.3
Level-of-Service
NC 55 at U-Turn North of Williams Street (Signalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Background (2030) Traffic	B (12.9)	B (16.5)
Build-out (2030) Traffic: Access Scenario 1	B (10.8)	C (29.3)
Build-out (2030) Traffic: Access Scenario 2	B (16.2)	C (22.9)

6.4 *NC 55 at Williams Street/Forest Light Way*

As part of NCDOT Project HL-0007 the intersection of NC 55 at Williams Street/Forest Light Way (formerly Technology Drive) is proposed to be converted to an RCI configuration. The laneage at this intersection will consist of dual left-turn lanes, three through lanes, and an exclusive right-turn lane on both the northbound and southbound approaches of NC 55. The eastbound approach of Forest Light Way will have dual right-turn lanes, while three westbound right-turn lanes will be provided on Williams Street.

Analyses indicate that with these improvements in place, the Forest Light Way intersection is expected to operate at LOS B and the Williams Street intersection is expected to operate at LOS C in both peak hours in the projected (2030) background traffic condition.

In the projected (2030) build-out condition, the Forest Light Way intersection is expected to continue to operate at LOS B in both peak hours, while the Williams Street intersection is expected to operate at LOS D in the AM peak hour and LOS C in the PM peak hour for both access scenarios.

Based on these results and the minimal impact of project traffic, no improvements are recommended to be performed at this intersection as part of this project.

Table 6.4 summarizes the operation of the intersection of NC 55 at Williams Street/Forest Light Way for the projected (2030) background and build-out traffic conditions.

Table 6.4
Level-of-Service
NC 55 at Williams Street/Forest Light Way (Signalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Background (2030) Traffic	Forest Light – B (12.7) Williams – C (27.9)	Forest Light – B (17.2) Williams – C (20.4)
Build-out (2030) Traffic: Access Scenario 1	Forest Light – B (13.4) Williams – D (35.4)	Forest Light – B (18.3) Williams – C (22.4)
Build-out (2030) Traffic: Access Scenario 2	Forest Light – B (13.9) Williams – D (35.4)	Forest Light – B (18.2) Williams – C (22.4)

6.5 *NC 55 at U-Turn South of Forest Light Way*

NCDOT Project HL-0007 proposes the construction of a U-turn bulb-out with dual U-turn lanes on NC 55 south of Forest Light Way.

Analyses indicate that this intersection is expected to operate at LOS B in both peak hours in the study year 2030 with or without the proposed Jessie Commons development in place. Based on these results and the minimal impact of project traffic, no improvements are recommended to be performed at this intersection as part of this project.

Table 6.5 summarizes the operation of the intersection of NC 55 at U-Turn South of Forest Light Way for the projected (2030) background and build-out traffic conditions.

Table 6.5
Level-of-Service
NC 55 at U-Turn South of Forest Light Way (Signalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Background (2030) Traffic	B (11.1)	B (13.5)
Build-out (2030) Traffic: Access Scenario 1	B (12.7)	B (14.6)
Build-out (2030) Traffic: Access Scenario 2	B (12.9)	B (14.6)

6.6 *NC 55 at Jessie Drive Extension*

Jessie Drive Extension is proposed to connect to NC 55 approximately 2,900 feet north of the NC 55 at Williams Street/Forest Light Way intersection.

Based on the capacity analyses presented herein, the following improvements are recommended to be performed as part of the Jessie Commons development:

- Construct Jessie Drive Extension as a four-lane, median-divided roadway through the site
- Provide an additional northbound through lane on NC 55 along the project's frontage, terminating as a right-turn lane at Site Access A

The following improvements are also recommended to be performed based on Access Scenario 1:

- Provide dual westbound left-turn lanes and an exclusive right-turn lane on Jessie Drive Extension, with 350 feet of storage provided for the inside left-turn lane
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the full-movement intersection configuration

The following improvements are also recommended to be performed based on Access Scenario 2:

- Provide dual westbound right-turn lanes on Jessie Drive Extension
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the RCI configuration

In Access Scenario 1, the signalized intersection of NC 55 at Jessie Drive Extension is expected to operate at LOS C in the AM peak hour and LOS F in the PM peak hour. Similarly, cumulative delays in each peak hour at this intersection pair in Access Scenario 2 (accounting for combined delays at this intersection and the associated north U-turn) also result in overall LOS C in the AM peak hour and LOS F in the PM peak hour but with 50% longer (cumulative) delays than the full-movement scenario. Since the resulting dual-lane U-turn bulb north of Jessie Drive Extension can likely not be accommodated within existing right-of-way and without significant impact to existing property access and operations and due to the shorter delays, Access Scenario 1 is recommended to be implemented as part of this project.

Table 6.6 summarizes the operation of the intersection of NC 55 at Jessie Drive Extension the projected (2030) build-out traffic conditions.

Table 6.6 Level-of-Service NC 55 at Jessie Drive Extension (Signalized)		
Condition	**AM Peak Hour LOS (Delay)**	**PM Peak Hour LOS (Delay)**
Build-out (2030) Traffic: Access Scenario 1 – *Full-Movement*	C (25.1)	F (94.6)
Build-out (2030) Traffic: Access Scenario 2 – *RCI*	C (21.3)	C (29.0)
	Combined Delay with North U-Turn: C (21.7)	**Combined Delay with North U-Turn: F (126.8)**

6.7 *NC 55 at Site Access A (Right-in/Right-out)*

A right-in/right-out site access with one ingress lane and one egress lane is proposed to be constructed on NC 55 approximately 3,800 feet north of Williams Street.

Based on the capacity analyses presented herein, the following improvements are recommended to be performed as part of the Jessie Commons development:

- Provide an additional northbound through lane on NC 55 along the project's frontage, terminating as a right-turn lane at Site Access A

This unsignalized intersection is expected to operate with long delays on the minor street approach (Site Access A) in both peak hours at project build-out for both access scenarios. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Therefore, no additional improvements are recommended to be performed at this intersection.

Table 6.7 summarizes the operation of the intersection of NC 55 at Site Access A for the projected (2030) build-out traffic conditions.

Table 6.7
Level-of-Service
NC 55 at Site Access A (Right-in/Right-out, Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenarios 1 & 2	WB - F (308.2)	WB - F (132.2)

6.8 *Jessie Drive Extension at Site Access B (Right-in/Right-out)*

A right-in/right-out site access with one ingress lane and one egress lane for both the Northeast and Southeast Retail Pods is proposed to be constructed on Jessie Drive Extension approximately 400 feet east of NC 55.

Analyses indicate that this intersection is expected to operate with short delays and queues on both the northbound and southbound minor-street approaches (Site Access B) for both access scenarios, and SimTraffic confirms that queues from adjacent intersections are not expected to extend through this intersection. Therefore, no additional improvements are recommended to be performed at this intersection as part of this project beyond the construction of Jessie Drive Extension as a four-lane, median-divided roadway through the site.

Table 6.8 summarizes the operation of the intersection of Jessie Drive Extension at Site Access B for the projected (2030) build-out traffic condition.

Table 6.8
Level-of-Service
NC 55 at Site Access B (Right-in/Right-out, Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenarios 1 & 2	NB – B (10.4) SB – A (9.8)	NB – B (10.7) SB – B (11.7)

6.9 *Jessie Drive Extension at Site Access C (Full-Movement)*

A full-movement site access with one ingress lane and two egress lanes for both the Northeast and Southeast Retail Pods is proposed to be constructed on Jessie Drive Extension approximately 700 feet east of NC 55.

In addition to the construction of Jessie Drive Extension as a four-lane, median-divided roadway through the site, the following improvements are recommended as part of this development:

- Provide an exclusive left-turn lane and a shared through/right lane on each minor street approach
- Provide an exclusive eastbound left-turn lane with 100 feet of storage on Jessie Drive Extension
- Provide an exclusive westbound left-turn lane with 100 feet of storage on Jessie Drive Extension

Synchro indicates that the unsignalized intersection of Jessie Drive Extension at Site Access C is expected to operate with moderate delays in the AM peak hour and with long delays in the PM peak hour on the northbound minor street approach (Site Access C) at project build-out for either access scenario. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. SimTraffic simulations indicate that minor-street approach delays are expected to be less than 20 seconds, and no queuing issues on the minor street approaches at this intersection (or along Jessie Drive Extension from NC 55) are anticipated.

Table 6.9 summarizes the operation of the intersection of Jessie Drive Extension at Site Access C for the projected (2030) build-out traffic condition.

Table 6.9
Level-of-Service
Jessie Drive Extension at Site Access C (Full-Movement, Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenarios 1 & 2	NB – E (45.5) SB – B (11.5) EBL – A (8.0) WBL – A (7.6)	NB – F (297.6) SB – B (14.5) EBL – A (9.0) WBL – A (7.4)

6.10 *Jessie Drive Extension at Site Access D (Right-out)*

A right-out site access with one egress lane is proposed to be constructed on Jessie Drive Extension approximately 1,000 feet east of NC 55.

Analyses indicate that this intersection is expected to operate with short delays and queues on both the northbound and southbound minor-street approach (Site Access D) for either access condition, and SimTraffic confirms that queues from adjacent intersections are not expected to extend through this intersection. Therefore, no additional improvements are recommended to be performed at this intersection as part of this project beyond the construction of Jessie Drive Extension as a four-lane, median-divided roadway through the site.

Table 6.10 summarizes the operation of the intersection of Jessie Drive Extension at Site Access D for the projected (2030) build-out traffic condition.

Table 6.10
Level-of-Service
Jessie Drive Extension at Site Access D (Right-out, Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenarios 1 & 2	SB - A (8.4)	SB - A (8.7)

6.11 *Jessie Drive Extension at Site Access E (Full-Movement)*

A full-movement site access with one ingress lane and one egress lane is proposed to be constructed on Jessie Drive Extension approximately 1,300 feet east of NC 55.

In addition to the construction of Jessie Drive Extension as a four-lane, median-divided roadway through the site, the following improvements are recommended as part of this development:

- Provide an exclusive eastbound left-turn lane with 50 feet of storage on Jessie Drive Extension

Analyses indicate that with these improvements in place, the intersection is expected to operate with short delays and queues on both the northbound and southbound minor-street approaches (Site Access E) at project build-out for either access condition. Therefore, no additional improvements are recommended to be performed at this intersection as part of this project.

Table 6.11 summarizes the operation of the intersection of Jessie Drive Extension at Site Access E for the projected (2030) build-out traffic condition.

Table 6.11
Level-of-Service
Jessie Drive Extension at Site Access E (Full-Movement, Unsignalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenarios 1 & 2	NB – B (10.3) SB – A (9.3) EBL – A (7.4)	NB – A (9.5) SB – A (8.6) EBL – A (7.3)

6.12 *NC 55 at U-Turn North of Jessie Drive Extension*

In Access Scenario 2, a U-turn bulb approximately 800 feet north of Jessie Drive Extension was evaluated.

Based on this analysis, the following improvements were identified based on Access Scenario 2:

- Provide dual northbound U-turn lanes on NC 55, each with 200 feet of storage
- Install a traffic signal

In Access Scenario 2, the signalized intersection of NC 55 at the U-turn north of Jessie Drive Extension is expected to operate at LOS C in the AM peak hour and LOS F in the PM peak hour. Similarly, cumulative delays in each peak hour at this intersection pair in Access Scenario 2 (accounting for combined delays at this intersection and the Jessie Drive Extension intersection) also result in overall LOS C in the AM peak hour and LOS F in the PM peak hour but with 50% longer delays than the full-movement scenario.

Since this resulting dual-lane U-turn bulb can likely not be accommodated within existing right-of-way and without significant impact to existing property access and operations and due to the shorter delays, Access Scenario 1 is recommended to be implemented as part of this project.

Table 6.12 summarizes the operation of the intersection of NC 55 at the U-Turn Jessie Drive Extension the projected (2030) build-out traffic conditions.

Table 6.12
Level-of-Service
NC 55 at U-Turn North of Jessie Drive Extension (Signalized)

Condition	AM Peak Hour LOS (Delay)	PM Peak Hour LOS (Delay)
Build-out (2030) Traffic: Access Scenario 2 – *RCI*	C (22.3)	F (223.5)
	Combined Delay with Jessie Drive Extension: C (21.7)	**Combined Delay with Jessie Drive Extension: F (126.8)**

7.0 Recommendations

Improvements by Others

The following improvements are committed to be performed as part of Veridea or by publicly-funded projects in the study area and were included in in each of the future traffic conditions:

NC 55 at US 1 Southbound Ramps (*by Veridea East Village)*:

- Restripe the US 1 Southbound Off-Ramp to provide dual exclusive left-turn lanes, a shared through/left lane, and one exclusive right-turn lane
- Modify the existing traffic signal to accommodate the committed laneage

NC 55 at US 1 Northbound Ramps (*by Veridea East Village)*:

- Extend the storage of the inside northbound right-turn lane on NC 55 through future Pristine Water Drive/Atlas Drive and reconfigure as a free-flow right-turn lane onto US 1 Northbound
- Restripe the southbound approach of NC 55 to provide three southbound through lanes and a single exclusive southbound left-turn lane
- Modify the existing traffic signal to accommodate the recommended laneage

NC 55 at Williams Street/Forest Light Way (*by NCDOT Project HL-0007)*:

- Convert the existing full-movement intersection to a RCI with signalized U-turns north and south of the intersection

Recommended Improvements

Based on the capacity analyses presented herein, the following improvements are recommended to be performed as part of the Jessie Commons development:

Jessie Drive Extension:

- Construct Jessie Drive Extension as a four-lane, median-divided roadway through the site

NC 55:

- Provide an additional northbound through lane on NC 55 along the project's frontage, terminating as a right-turn lane at Site Access A

NC 55 at Site Access A:

- Construct Site Access A as a right-in/right-out site access with one ingress lane and one egress lane

Jessie Drive Extension at Site Access B:

- Construct Site Access B as a right-in/right-out access to each retail pod, with one ingress lane and one egress lane

Jessie Drive Extension at Site Access C:

- Construct Site Access C as a full-movement site access to each retail pod, with one ingress lane and two egress lanes (exclusive left-turn lane and a shared through/right lane) on each minor street approach
- Provide an exclusive eastbound left-turn lane with 100 feet of storage on Jessie Drive Extension
- Provide an exclusive westbound left-turn lane with 100 feet of storage on Jessie Drive Extension

Jessie Drive Extension at Site Access D:

- Construct Site Access D as a right-in/right-out access to the north Industrial pod , with one ingress lane and one egress lane

Jessie Drive Extension at Site Access E:

- Construct Site Access E as a full-movement site access to each side of the Industrial pod, with one ingress lane and one egress lane on each minor street approach
- Provide an exclusive eastbound left-turn lane with 50 feet of storage on Jessie Drive Extension

The following improvements are also recommended to be performed at the intersection of NC 55 at Jessie Drive Extension based on Access Scenario 1:

NC 55 at Jessie Drive Extension:

- Provide dual westbound left-turn lanes and an exclusive right-turn lane on Jessie Drive Extension, with 350 feet of storage provided for the inside left-turn lane
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the full-movement intersection configuration

The following improvements were identified at the intersection of NC 55 at Jessie Drive Extension and the associated U-turn to the north based on Access Scenario 2:

NC 55 at Jessie Drive Extension:

- Provide dual westbound right-turn lanes on Jessie Drive Extension
- Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of storage and appropriate tapers
- Construct dual southbound left-turn lanes on NC 55, each with 250 feet of storage and appropriate tapers
- Install a traffic signal to accommodate the RCI configuration

NC 55 at U-Turn North of Jessie Drive Extension:

- Construct a U-turn bulb on NC 55 north of Jessie Drive Extension
- Provide dual northbound U-turn lanes on NC 55, each with 200 feet of storage
- Install a traffic signal

Conclusions

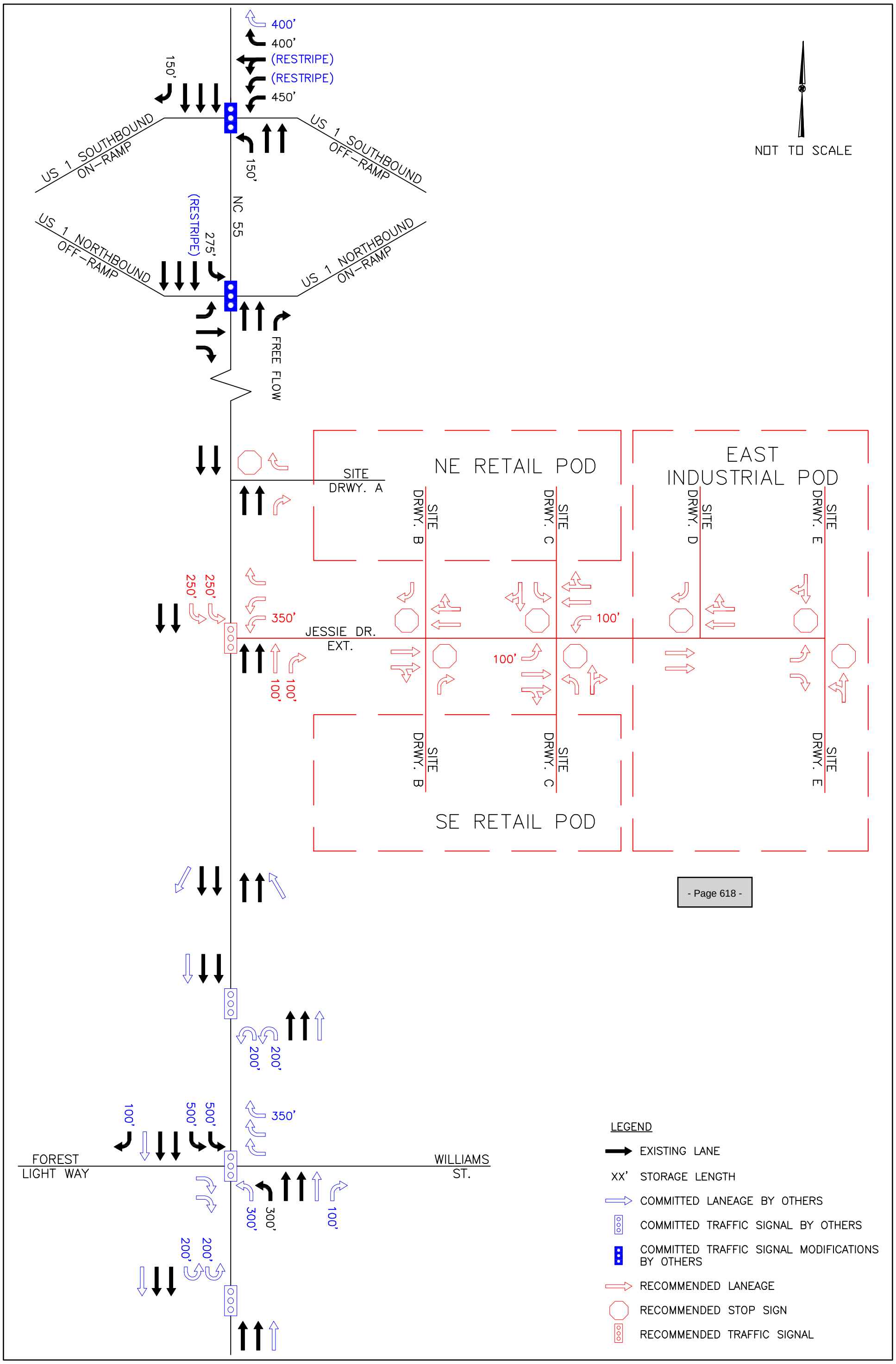
Analyses indicate that all of the study intersections will operate acceptably at project build-out except for the signalized intersection of NC 55 at Jessie Drive Extension (and the associated U-turn, as applicable) and the unsignalized intersections of NC 55 at Site Access A and Jessie Drive Extension at Site Access C.

In Access Scenario 1, the signalized intersection of NC 55 at Jessie Drive Extension is expected to operate at LOS C in the AM peak hour and LOS F in the PM peak hour. Similarly, cumulative delays in each peak hour at this intersection pair in Access Scenario 2 (accounting for combined delays at the Jessie Drive Extension intersection and the north U-turn) also result in overall LOS C in the AM peak hour and LOS F in the PM peak hour but with 50% longer (cumulative) delays than the full-movement scenario. Since the resulting dual-lane U-turn bulb north of Jessie Drive Extension can likely not be accommodated within existing right-of-way and without significant impact to existing property access and operations and due to the shorter delays, Access Scenario 1 is recommended to be implemented as part of this project.

The unsignalized intersection of NC 55 at Site Access A is expected to operate with long delays on the minor street approach (Site Access A) in both peak hours at project build-out. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Therefore, no additional improvements are recommended to be performed at this intersection.

Synchro indicates that the unsignalized intersection of Jessie Drive Extension at Site Access C is expected to operate with long delays on the northbound minor street approach (Site Access C) in the PM peak hour at project build-out. However, it is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. SimTraffic simulations indicate that minor-street approach delays are expected to be less than 20 seconds, and no queuing issues on the minor street approaches at this intersection (or along Jessie Drive Extension from NC 55) are anticipated.

The committed and recommended roadway laneage in Access Scenario 1 is shown on **Figure 7.1**, and the committed and identified roadway laneage in Access Scenario 2 is shown on **Figure 7.2.**



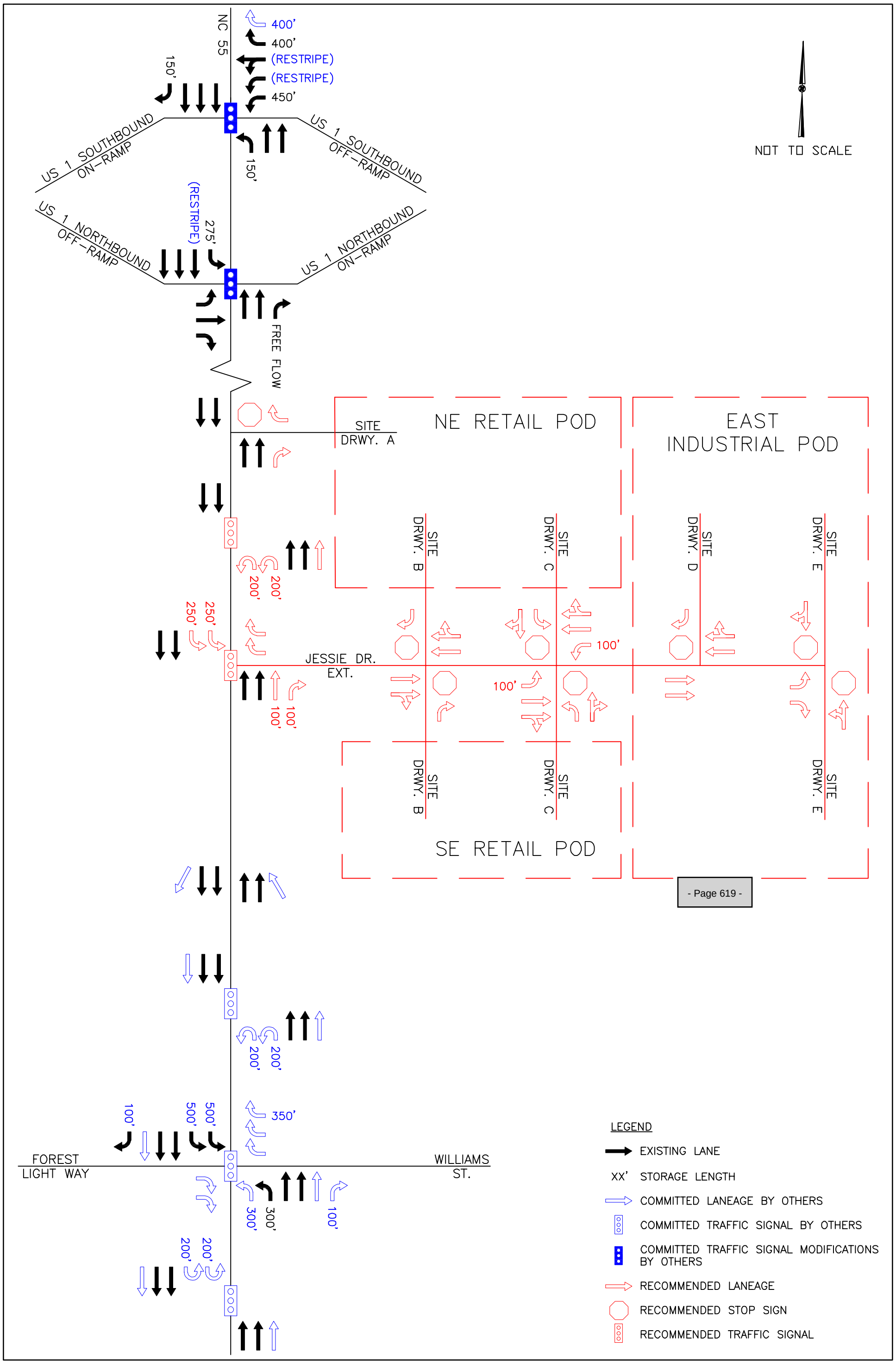
Kimley»Horn

JESSIE COMMONS
APEX, NC
TRAFFIC IMPACT ANALYSIS

COMMITTED & RECOMMENDED
ROADWAY LANEAGE: SCENARIO 1

FIGURE
7.1

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JESSIE COMMONS
APEX, NC
TRAFFIC IMPACT ANALYSIS

COMMITTED & RECOMMENDED
ROADWAY LANEAGE: SCENARIO 2

FIGURE
7.2

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Appendix

Appendix A:
Memorandum of Understanding

Kimley»Horn

MEMORANDUM OF UNDERSTANDING (MOU)

To:	Russell Dalton, P.E., Town of Apex Daniel Boulware, P.E., NCDOT
From:	Kevin Dean, P.E., Kimley-Horn
Date:	February 2, 2026 (*Revised March 3, 2026)*
Subject:	Jessie Commons – Apex, NC – Traffic Impact Analysis Assumptions

Introduction

The Jessie Commons development is proposed to be constructed east of NC 55 and south of the existing Town of Apex Public Safety Station #4 in Apex, North Carolina. As currently envisioned this development will include approximately 300,000 square feet (SF) of light industrial space, 106,000 SF of retail space (including a supermarket), and 6 outparcels along NC 55. As part of this development, Jessie Drive will be constructed from NC 55 through the site frontage but will not connect to the existing terminus at Horton Park Drive. Site access is proposed via multiple driveways on the Jessie Drive Extension as well as a right-in/right-out access on NC 55 north of Jessie Drive Extension, and the development is anticipated to be built-out by the year 2030.

Based on discussions with the applicant, Town, and NCDOT, the following access scenarios will be evaluated for the intersection of NC 55 at Jessie Drive Extension:

- Access Scenario #1: Full-Movement
- Access Scenario #2: Reduced Conflict Intersection (RCI or "Superstreet")

The conceptual site plan and an exhibit detailing site location/site access are attached.

Study Intersections

The study area will consist of the following intersections:

NC 55 at US 1 Southbound Ramps	*(Signalized)*
NC 55 at US 1 Northbound Ramps	*(Signalized)*
NC 55 at U-Turn North of Williams Street/Forest Light Way*	*(Signalized)*
NC 55 at Williams Street/Forest Light Way*	*(Signalized)*
NC 55 at U-Turn South of Williams Street/Forest Light Way*	*(Signalized)*
NC 55 at Jessie Drive Extension**	*(Mult. Access Scenarios)*
NC 55 at Site Access A**	*(Right-in/Right-out)*
Jessie Drive Extension at Site Access B**	*(Right-in/Right-out)*
Jessie Drive Extension at Site Access C**	*(Full-Movement)*
Jessie Drive Extension at Site Access D**	*(Right-out Only)*
Jessie Drive Extension at Site Access E**	*(Full-Movement)*

**To be analyzed for future traffic conditions only as existing traffic volumes onto/off of Forest Light Way are impacted by construction traffic associated with the Veridea East Village development and traffic patterns at that location are expected to change with the completion of the NCDOT HL-0007 project.*

*** To be analyzed for future Build-out conditions only.*

Study Scenarios

The study shall consist of the following scenarios:

1. Existing Year (2026)
2. Background Year (2030)
3. Build-out (2030) – Access Scenario #1
4. Build-out (2030) – Access Scenario #2

Volume Development Methodology

1) Traffic Data Collection: AM and PM peak hour turning movement counts collected in May 2025 while Wake County schools were in session will be used in this analysis to represent existing year (2026) volumes with no adjustments proposed.

2) Background Growth Rate: Based on typical Town guidelines, a 3% annual growth rate will be applied to existing volumes up to the study year 2030.

3) NCDOT Project HL-0007: NCDOT proposes to convert the existing intersection of NC 55 at Williams Street/Forest Light Way (Technology Drive) to a reduced conflict intersection (RCI) with U-turn bulb-outs to the north and south of the intersection. Improvements associated with that project will be included in each of the future traffic conditions.

4) Approved Developments: Portion of three developments in the study were identified for inclusion as background traffic and will be included in each of the future traffic conditions. The attached table details the project name, location, and anticipated occupancy assumptions for the year 2030.

5) Trip Generation
   a) Trip generation will be based on data for the General Urban/Suburban setting from the 12th Edition of the ITE *Trip Generation Manual*.
   b) Trip generation will be prepared for each of the development "pods", though some site trips from each pod will be assigned to other pods within development to account for trip capture between uses.
   c) While the specific uses for the outparcels along NC 55 and an additional retail parcel are unknown, the following uses will be assumed in this TIA:
      i) **Northeast Retail Pod**: 71,000 SF shopping plaza with supermarket, 3,000 SF drive-in bank, 3,000 SF coffee/donut shop with drive-through window, and 6,100 SF convenience store with 16 fueling positions
      ii) **Southeast Retail Pod**: 35,000 SF strip retail plaza, 5,000 SF tire store, 6,000 SF fast-casual restaurant, and 5,000 SF fast-food restaurant with drive-through window
      iii) **East Industrial Pod**: 300,000 SF general light industrial space

Trip Distribution / Assignment

Projected net new site traffic will be assigned to the study network based on a review of the surrounding roadway network and land uses.

The following overall distribution will be used for new site trips for the East Industrial Pod:

- 35% to/from the south on NC 55
- 25% to/from the east on US 1
- 15% to/from the west on US 1
- 10% to/from the north on NC 55
- 10% to/from the southeast on Williams Street
- 5% to/from the west on Forest Light Way

The following overall distribution was used for net new external trips for the Northeast Retail Pod:

- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Southeast Retail Pod
- 3% to/from East Industrial Pod

The following overall distribution was used for net new external trips for the Southeast Retail:

- 25% to/from the south on NC 55
- 20% to/from the southeast on Williams Street
- 15% to/from the north on NC 55
- 12% to/from the west on Forest Light Way
- 10% to/from development between the site and the US 1 interchange
- 5% to/from the east on US 1
- 5% to/from the west on US 1
- 5% to/from the Northeast Retail Pod
- 3% to/from East Industrial Pod

Peak hour pass-by trips will be assigned based on a review of existing traffic patterns.

Other Analysis Assumptions

The following additional assumptions will be used for the analysis:

- Existing peak hour factors (PHF) will be used at all intersections, and a PHF of 0.90 will be used for turning movements at new intersections.
- Where U-turn volumes are less than 10 vehicles, those trips will be analyzed as left-turns.
- A minimum volume of 4 vehicles will be analyzed on study intersection movements even when existing or projected volumes are lower.
- Right-turns on red (RTOR) and permitted + protected left-turn phasing will be permitted in the analysis where currently permitted or planned to be.
- Signal timings will be obtained from NCDOT and will be optimized in each traffic condition.

Attachments

Conceptual Site Plan
Study Area and Site Trip Distribution
Trip Generation
Approved Development Summary



PEAK
Engineering & Design
1125 Apex Peakway | Apex, NC 27502
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www.PeakEngineering.com

JESSIE COMMONS
E. WILLIAMS STREET
APEX, NC
WAKE COUNTY

DATE	PROJECT NO.
08.20.25 (REV. 11/24/2025)	240202B
	SHEET NO. SP-3

CONCEPTUAL SITE PLAN

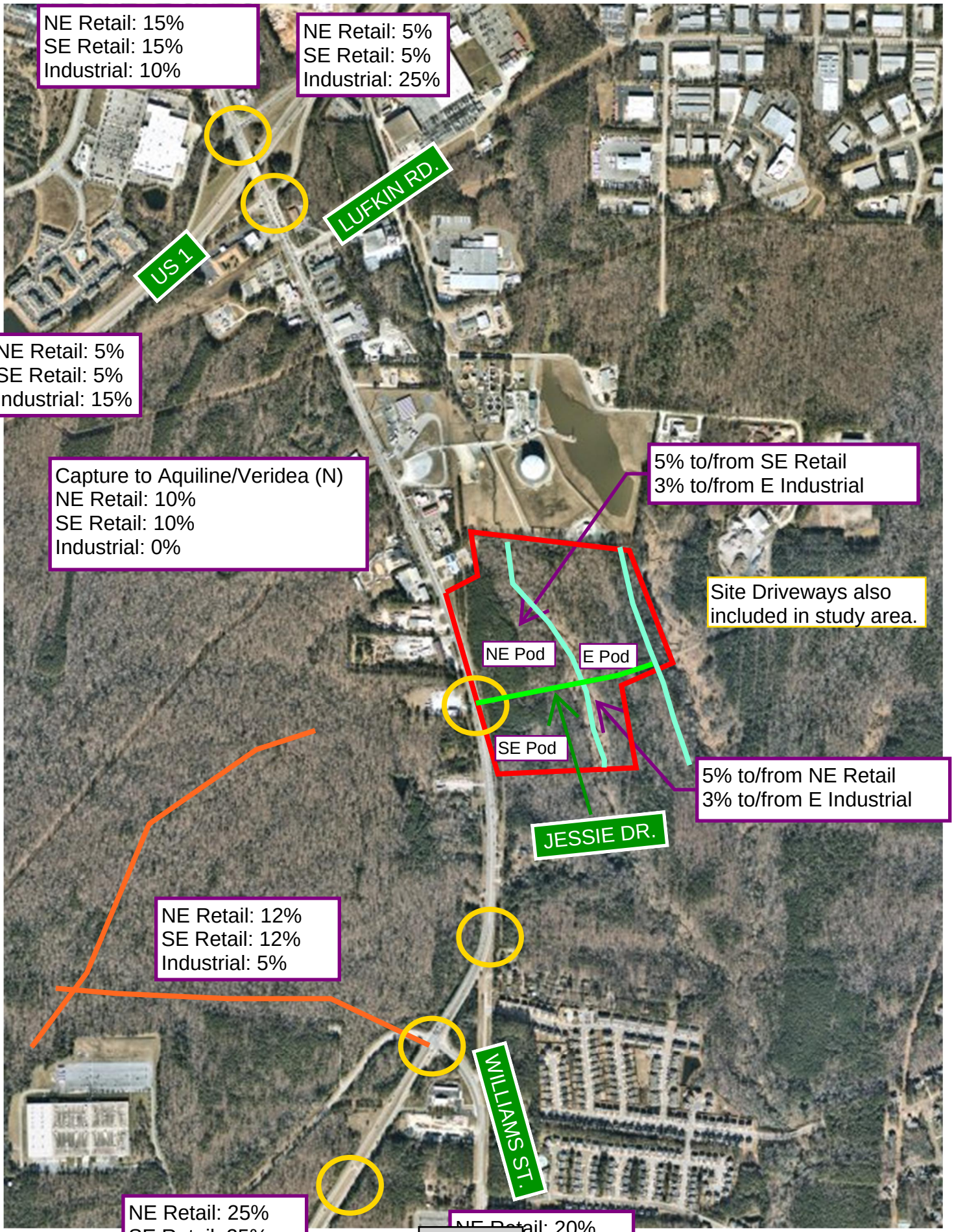
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Jessie Commons



Jessie Commons

Table 1 - Trip Generation (12th Edition): NE Retail Pod

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
821 Shopping Plaza (40K-150K) w/ supermarket	71,000	s.f.	7,006	3,503	3,503	247	148	99	597	293	304
912 Drive-In Bank	3,000	s.f.	298	149	149	30	17	13	63	32	31
937 Coffee/Donut Shop with Drive-Through Window	3,000	s.f.	1,802	901	901	256	131	125	117	59	58
945 Convenience Store/Gas Station (5.5-10k SF Market)	16	f.p.	3,254	1,627	1,627	371	186	185	337	169	168
Subtotal			**12,360**	**6,180**	**6,180**	**904**	**482**	**422**	**1,113**	**551**	**562**
Internal Capture											
821 Shopping Plaza (40K-150K) w/ supermarket			400	164	236	20	7	13	24	14	10
912 Drive-In Bank			17	7	10	3	1	2	3	2	1
937 Coffee/Donut Shop with Drive-Through Window			604	356	248	57	39	18	41	17	24
945 Convenience Store/Gas Station (5.5-10k SF Market)			187	77	110	34	10	24	14	8	6
	AM Peak	**PM Peak**									
Internal Capture Total	12.61%	7.37%	*1,208*	*604*	*604*	*114*	*57*	*57*	*82*	*41*	*41*
Total External Trips			**11,152**	**5,576**	**5,576**	**790**	**425**	**365**	**1,031**	**510**	**521**
Pass-By Capture	AM	PM									
821 Shopping Plaza (40K-150K)	0%	40%	1,322	661	661	0	0	0	230	112	118
912 Drive-In Bank	29%	35%	90	45	45	8	5	3	22	11	11
937 Coffee/Donut Shop with Drive-Through Window	83%	81%	982	491	491	165	76	89	62	34	28
945 Convenience Store/Gas Station	76%	75%	2,316	1158	1,158	256	134	122	243	121	122
	AM Peak	**PM Peak**									
Pass-By Capture Total	*47.46%*	*50.04%*	*4,710*	*2,355*	*2,355*	*429*	*215*	*214*	*557*	*278*	*279*
Total Net New External Trips: NE Pod			**6,442**	**3,221**	**3,221**	**361**	**210**	**151**	**474**	**232**	**242**

K:\HSP_LDEV\013805027 Jessie Commons\T4 - Analysis\[JessieCommons-Scen1-FM-2026TIAData.xlsx]Trip Gen-NEPod-Retail 2/24/26

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**AM Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	821,912,945	74,016	SF	648	351	297
Restaurant	937	3,000	SF	256	131	125
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				904	**482**	**422**

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		42	0	0	0
Restaurant	0	19		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	994	530	464
Internal Capture Percentage	12%	12%	13%
External Vehicle-Trips[5]	794	427	367
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	5%	13%
Restaurant	29%	14%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).
4Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
5Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D) Entering Trips			Table 7-A (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	351	386	1.1	297	327
Restaurant	1.1	131	144	1.1	125	138
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	95		42	0	46	0
Restaurant	43	19		0	6	4
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		124	33	0	0	0
Retail	0		72	0	0	0
Restaurant	0	31		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	66	29	0		0
Hotel	0	15	9	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	19	367	386	334	0	0
Restaurant	42	102	144	93	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	42	285	327	259	0	0
Restaurant	19	119	138	108	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

1Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**PM Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	821,912,945	74,016	SF	996	492	504
Restaurant	937	3,000	SF	117	59	58
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				1,113	**551**	**562**

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		19	0	0	0
Restaurant	0	26		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	1,224	606	618
Internal Capture Percentage	7%	7%	7%
External Vehicle-Trips[5]	1,031	510	521
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	5%	3%
Restaurant	29%	41%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual).*
[4]Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D) Entering Trips			Table 7-P (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	492	541	1.1	504	554
Restaurant	1.1	59	65	1.1	58	64
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	11		161	22	144	28
Restaurant	2	26		5	11	4
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		43	1	0	0	0
Retail	0		19	0	0	0
Restaurant	0	271		0	0	0
Cinema/Entertainment	0	22	2		0	0
Residential	0	54	9	0		0
Hotel	0	11	3	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	26	515	541	468	0	0
Restaurant	19	46	65	42	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	19	535	554	486	0	0
Restaurant	26	38	64	35	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	5,279	5,279	351	297	492	504
Restaurant	901	901	131	125	59	58
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	6,180	6,180	482	422	551	562

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	248	356	18	39	24	17
Restaurant	356	248	39	18	17	24
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	604	604	57	57	41	41
% Reduction	9.8%		12.6%		7.4%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	5,031	4,923	333	258	468	487
Restaurant	545	653	92	107	42	34
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	5,576	5,576	425	365	510	521

Jessie Commons

Table 2 - Trip Generation (12th Edition): SE Retail Pod

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
822 Strip Retail Plaza (<40K) - South	35,000	s.f.	1,708	854	854	138	76	62	179	89	90
848 Tire Store	5,000	s.f.	144	72	72	14	9	5	19	8	11
930 Fast Casual Restaurant	6,000	s.f.	1,356	678	678	9	6	3	86	46	40
934 Fast-Food Restaurant with Drive-Through Window	5,000	s.f.	2,242	1,121	1,121	166	85	81	158	82	76
Subtotal			**5,450**	**2,725**	**2,725**	**327**	**176**	**151**	**442**	**224**	**218**
Internal Capture											
822 Strip Retail Plaza (<40K) - South			427	248	179	14	6	8	50	31	19
848 Tire Store			36	21	15	2	1	1	5	3	2
930 Fast Casual Restaurant			174	73	101	2	1	1	19	8	11
934 Fast-Food Restaurant with Drive-Through Window			289	121	168	14	8	6	36	13	23
	AM Peak	**PM Peak**									
Internal Capture Total	9.79%	25.00%	*926*	*463*	*463*	*32*	*16*	*16*	*111*	*55*	*55*
Total External Trips			**4,524**	**2,262**	**2,262**	**295**	**160**	**135**	**332**	**169**	**163**
Pass-By Capture	AM	PM									
822 Strip Retail Plaza (<40K) - South	0%	40%	256	128	128	0	0	0	51	23	28
848 Tire Store	0%	25%	14	7	7	0	0	0	3	1	2
934 Fast-Food Restaurant with Drive-Through Window	50%	55%	1,026	513	513	77	39	38	67	38	29
	AM Peak	**PM Peak**									
Pass-By Capture Total	*23.55%*	*27.38%*	*1,296*	*648*	*648*	*77*	*39*	*38*	*121*	*62*	*59*
Total Net New External Trips: SE Pod			**3,228**	**1,614**	**1,614**	**218**	**121**	**97**	**211**	**107**	**104**

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**AM Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	822,848	40,000	SF	152	85	67
Restaurant	930,934	11,000	SF	175	91	84
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				327	**176**	**151**

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		10	0	0	0
Restaurant	0	7		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	360	194	166
Internal Capture Percentage	9%	9%	10%
External Vehicle-Trips[5]	296	161	135
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	7%	14%
Restaurant	10%	8%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).
4Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
5Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D) Entering Trips			Table 7-A (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	85	94	1.1	67	74
Restaurant	1.1	91	100	1.1	84	92
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	21		10	0	10	0
Restaurant	29	13		0	4	3
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		30	23	0	0	0
Retail	0		50	0	0	0
Restaurant	0	7		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	16	20	0		0
Hotel	0	4	6	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	7	87	94	79	0	0
Restaurant	10	90	100	82	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	10	64	74	58	0	0
Restaurant	7	85	92	77	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

1Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**PM Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	822,848	40,000	SF	198	96	102
Restaurant	930,934	11,000	SF	244	128	116
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				442	**224**	**218**

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		33	0	0	0
Restaurant	0	52		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	486	246	240
Internal Capture Percentage	35%	35%	35%
External Vehicle-Trips[5]	288	147	141
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	49%	29%
Restaurant	23%	41%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual).*
[4]Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D) Entering Trips			Table 7-P (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	96	106	1.1	102	112
Restaurant	1.1	128	141	1.1	116	128
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	2		33	4	29	6
Restaurant	4	52		10	23	9
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		8	3	0	0	0
Retail	0		41	0	0	0
Restaurant	0	53		0	0	0
Cinema/Entertainment	0	4	4		0	0
Residential	0	11	20	0		0
Hotel	0	2	7	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	52	54	106	49	0	0
Restaurant	33	108	141	98	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	33	79	112	72	0	0
Restaurant	52	76	128	69	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	926	926	85	67	96	102
Restaurant	1,799	1,799	91	84	128	116
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	2,725	2,725	176	151	224	218

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	269	194	7	9	48	30
Restaurant	194	269	9	7	30	48
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	463	463	16	16	78	78
% Reduction	17.0%		9.8%		35.3%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	657	732	78	58	48	72
Restaurant	1,605	1,530	82	77	98	68
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	2,262	2,262	160	135	146	140

Jessie Commons

Table 3 - Trip Generation (12th Edition): E Pod Industrial

Land Use	Intensity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
110 General Light Industrial	300,000 s.f.	1,080	540	540	144	124	20	147	35	112
Total Net New External Trips: East Pod		**1,080**	**540**	**540**	**144**	**124**	**20**	**147**	**35**	**112**

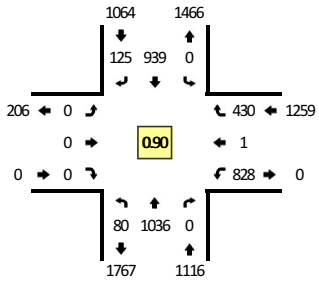
Jessie Commons TIA Area Approved Development Assumptions					
Adjacent Project Name	Location	Uses	Committed Improvements at Study Intersections	Occupancy Assumptions	
				Existing Occupancy	2030 Study Year Occupancy
Aqualine	West of NC 55 at Pristine Water Drive	280 mid-rise apts., 50k SF movie theater, 50k SF fitness club, 35k SF supermarket, 15k SF parmacy	None at study intersections	0%	100%
Veridea East Village	Along NC 55 north of NC 55 Business/Technology Drive	320 single-family, 770 low-rise, 1,500 mid-rise, ~166k SF retail, 18k SF office, 2,400-student community college	Imps. at US 1/NC 55 Ramps	0%	100%
NCC Phase 1	Northwest of NC 540 at Veridea Parkway	504-bed hospital, 75-bed behvioral health, 210k SF POB, 350k SF MOB, 150-room Ronald McDonald House	None at study intersections	0%	50%

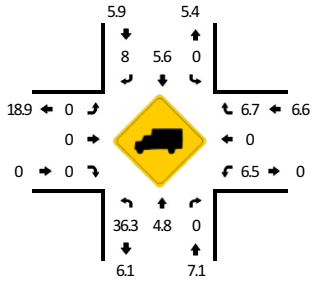
Appendix B:
Traffic Count Data

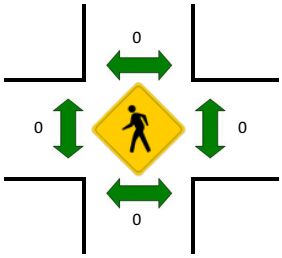
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

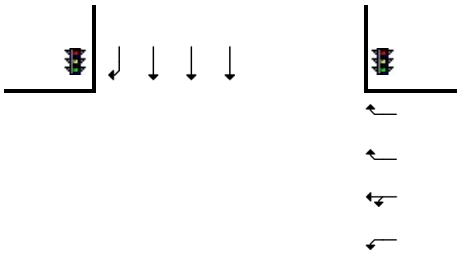
LOCATION: NC 55 -- US 1 SB Ramps | **QC JOB #:** 17434801
CITY/STATE: Apex, NC | **DATE:** Tue, May 20 2025

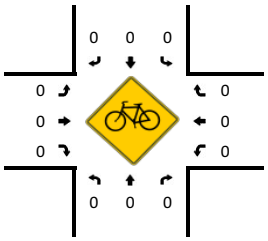
Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

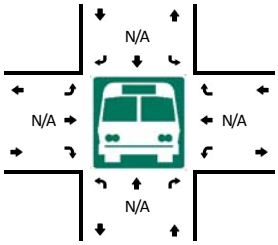


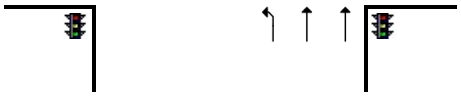


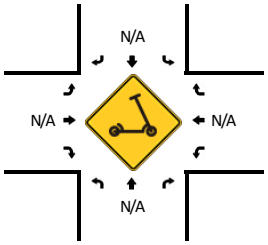












15-Min Count Period Beginning At	NC 55 (Northbound)				NC 55 (Southbound)				US 1 SB Ramps (Eastbound)				US 1 SB Ramps (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	15	273	0	0	0	208	31	0	0	0	0	0	167	0	73	0	767	
7:15 AM	17	231	0	0	0	215	36	0	0	0	0	0	228	1	99	0	827	
7:30 AM	20	261	0	0	0	257	24	0	0	0	0	0	204	0	109	0	875	
7:45 AM	21	280	0	0	0	245	41	0	0	0	0	0	242	0	122	0	951	3420
8:00 AM	22	264	0	0	0	222	24	0	0	0	0	0	154	0	100	0	786	3439
8:15 AM	23	202	0	0	0	215	34	0	0	0	0	0	193	0	88	0	755	3367
8:30 AM	23	256	0	0	0	195	32	0	0	0	0	0	170	1	94	0	771	3263
8:45 AM	21	265	0	0	0	217	23	0	0	0	0	0	200	1	117	0	844	3156

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	84	1120	0	0	0	980	164	0	0	0	0	0	968	0	488	0	3804
Heavy Trucks	8	76	0		0	72	20		0	0	0		48	0	28		252
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

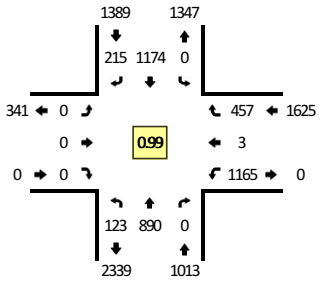
Comments:

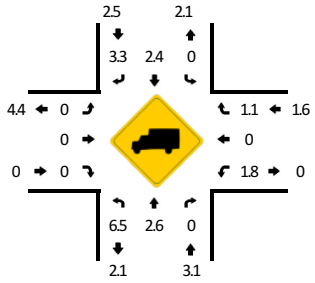
Report generated on 1/30/2026 9:50 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

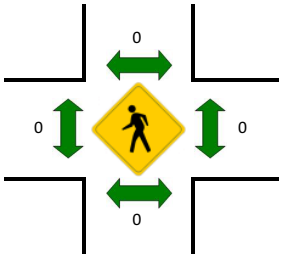
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

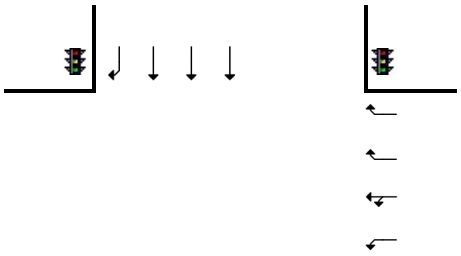
LOCATION: NC 55 -- US 1 SB Ramps | **QC JOB #:** 17434802
CITY/STATE: Apex, NC | **DATE:** Tue, May 20 2025

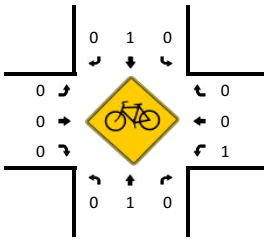
Peak-Hour: 4:45 PM -- 5:45 PM
Peak 15-Min: 5:15 PM -- 5:30 PM

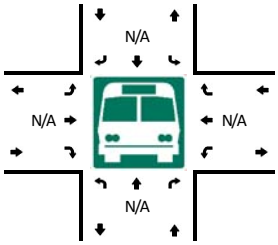


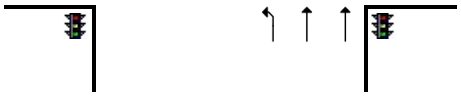


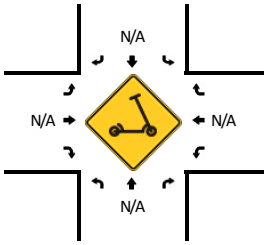












15-Min Count Period Beginning At	NC 55 (Northbound)				NC 55 (Southbound)				US 1 SB Ramps (Eastbound)				US 1 SB Ramps (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	27	191	0	0	0	268	45	0	0	0	0	0	307	0	116	0	954	
4:15 PM	23	194	0	0	0	282	48	0	0	0	0	0	287	0	106	0	940	
4:30 PM	28	190	0	1	0	307	44	0	0	0	0	0	311	0	95	0	976	
4:45 PM	28	194	0	0	0	313	57	0	0	0	0	0	297	0	129	0	1018	3888
5:00 PM	31	227	0	0	0	289	48	0	0	0	0	0	304	0	103	0	1002	3936
5:15 PM	37	257	0	0	0	280	59	0	0	0	0	0	272	1	113	0	1019	4015
5:30 PM	27	212	0	0	0	292	51	0	0	0	0	0	292	2	112	0	988	4027
5:45 PM	25	184	0	2	0	272	42	0	0	0	0	0	278	0	120	0	923	3932

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	148	1028	0	0	0	1120	236	0	0	0	0	0	1088	4	452	0	4076
Heavy Trucks	8	52	0		0	16	8		0	0	0		20	0	8		112
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	4	0		0	0	0		0	0	0		4
Scooters																	

Comments:

Report generated on 1/30/2026 9:50 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

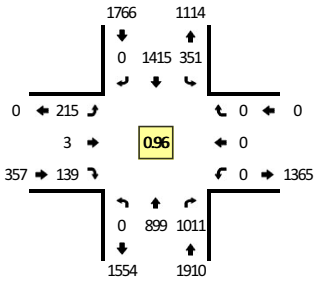
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

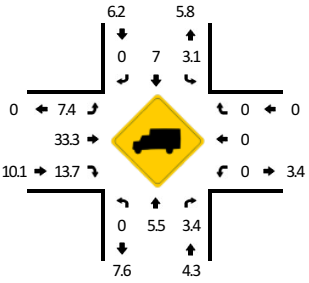
LOCATION: NC 55 -- US 1 NB Ramps
CITY/STATE: Apex, NC

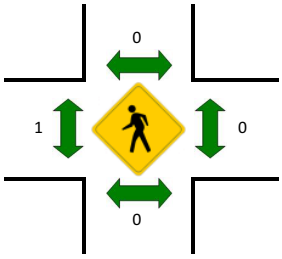
QC JOB #: 17434803
DATE: Tue, May 20 2025

Peak-Hour: 7:00 AM -- 8:00 AM
Peak 15-Min: 7:30 AM -- 7:45 AM

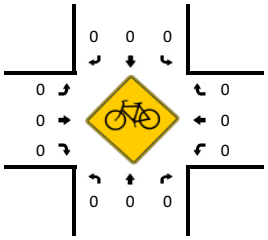


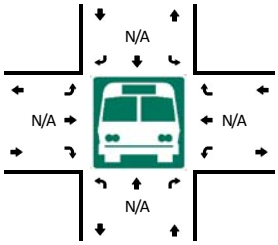


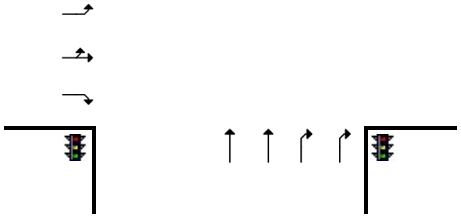


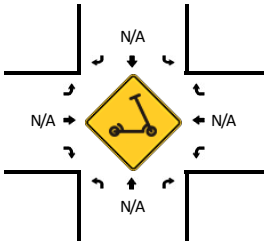












15-Min Count Period Beginning At	NC 55 (Northbound)				NC 55 (Southbound)				US 1 NB Ramps (Eastbound)				US 1 NB Ramps (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	241	298	0	76	294	0	0	41	1	34	0	0	0	0	0	985	
7:15 AM	0	208	270	0	100	349	0	0	44	0	28	0	0	0	0	0	999	
7:30 AM	0	227	257	0	99	371	0	0	49	2	41	0	0	0	0	0	1046	
7:45 AM	0	223	186	0	76	401	0	0	81	0	36	0	0	0	0	0	1003	4033
8:00 AM	0	229	198	0	76	303	0	0	48	1	42	0	0	0	0	0	897	3945
8:15 AM	0	194	233	0	108	301	0	0	44	0	30	0	0	0	0	0	910	3856
8:30 AM	0	247	276	0	54	317	0	0	28	0	30	0	0	0	0	0	952	3762
8:45 AM	0	264	239	0	96	330	0	0	36	0	32	0	0	0	0	0	997	3756

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	908	1028	0	396	1484	0	0	196	8	164	0	0	0	0	0	4184
Heavy Trucks	0	36	32		8	116	0		8	0	16		0	0	0		216
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 1/30/2026 9:50 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

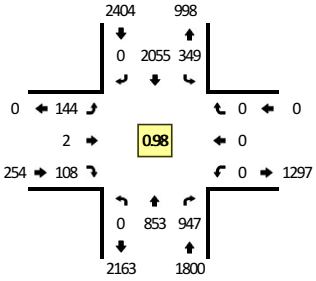
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

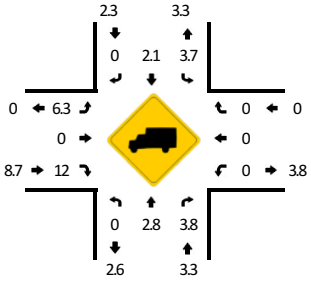
LOCATION: NC 55 -- US 1 NB Ramps
CITY/STATE: Apex, NC

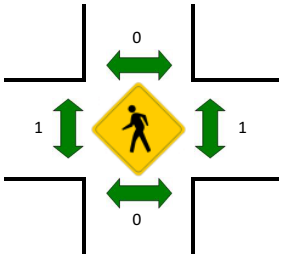
QC JOB #: 17434804
DATE: Tue, May 20 2025

Peak-Hour: 4:30 PM -- 5:30 PM
Peak 15-Min: 4:45 PM -- 5:00 PM

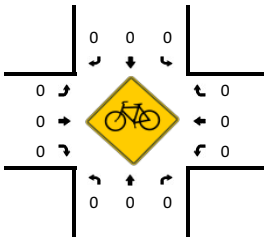


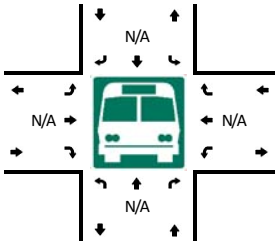


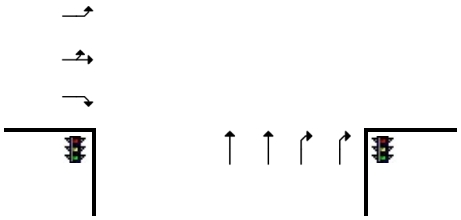


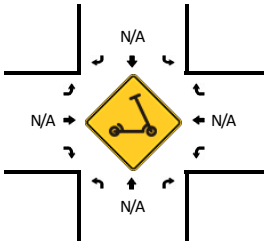












15-Min Count Period Beginning At	NC 55 (Northbound)				NC 55 (Southbound)				US 1 NB Ramps (Eastbound)				US 1 NB Ramps (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	189	245	0	82	497	0	0	27	0	16	0	0	0	0	0	1056	
4:15 PM	0	193	230	0	66	515	0	0	26	0	24	0	0	0	0	0	1054	
4:30 PM	0	187	245	0	86	547	0	0	34	0	29	0	0	0	0	0	1128	
4:45 PM	0	201	248	0	88	537	0	0	29	1	30	0	0	0	0	0	1134	4372
5:00 PM	0	228	194	0	90	501	0	1	44	1	16	0	0	0	0	0	1075	4391
5:15 PM	0	237	260	0	84	470	0	0	37	0	33	0	0	0	0	0	1121	4458
5:30 PM	0	201	255	0	94	491	0	0	26	2	22	0	0	0	0	0	1091	4421
5:45 PM	0	193	253	0	99	470	0	0	28	0	26	0	0	0	0	0	1069	4356

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	804	992	0	352	2148	0	0	116	4	120	0	0	0	0	0	4536
Heavy Trucks	0	12	36		16	52	0		0	0	20		0	0	0		136
Buses																	
Pedestrians		0				0				0				4			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 1/30/2026 9:50 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Appendix C:
Approved Development Data

Traffic Impact Analysis

Aquiline

Apex, NC

Prepared for:

Aquiline Apex Owner, LLC

Kimley»Horn

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Traffic Impact Analysis for

Aquiline

Apex, North Carolina

Prepared for:

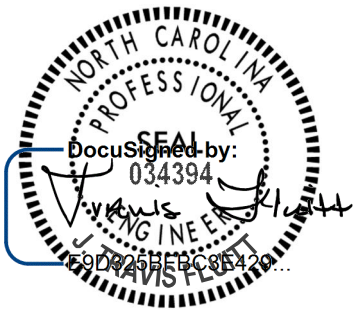
Aquiline Apex Owner LLC

New York, NY

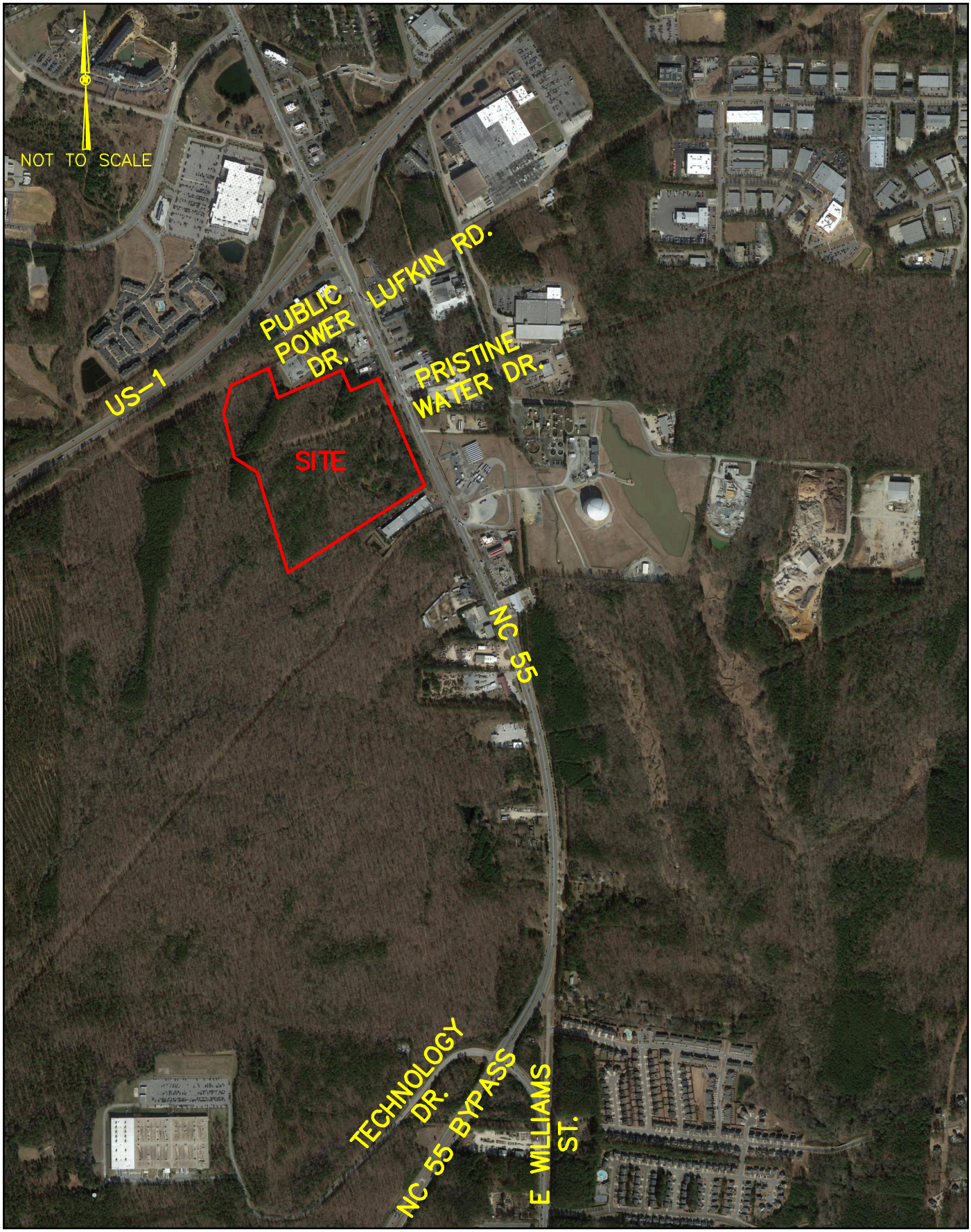
Prepared by:

Kimley-Horn and Associates, Inc.

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Raleigh, NC 27601
(919) 677-2000

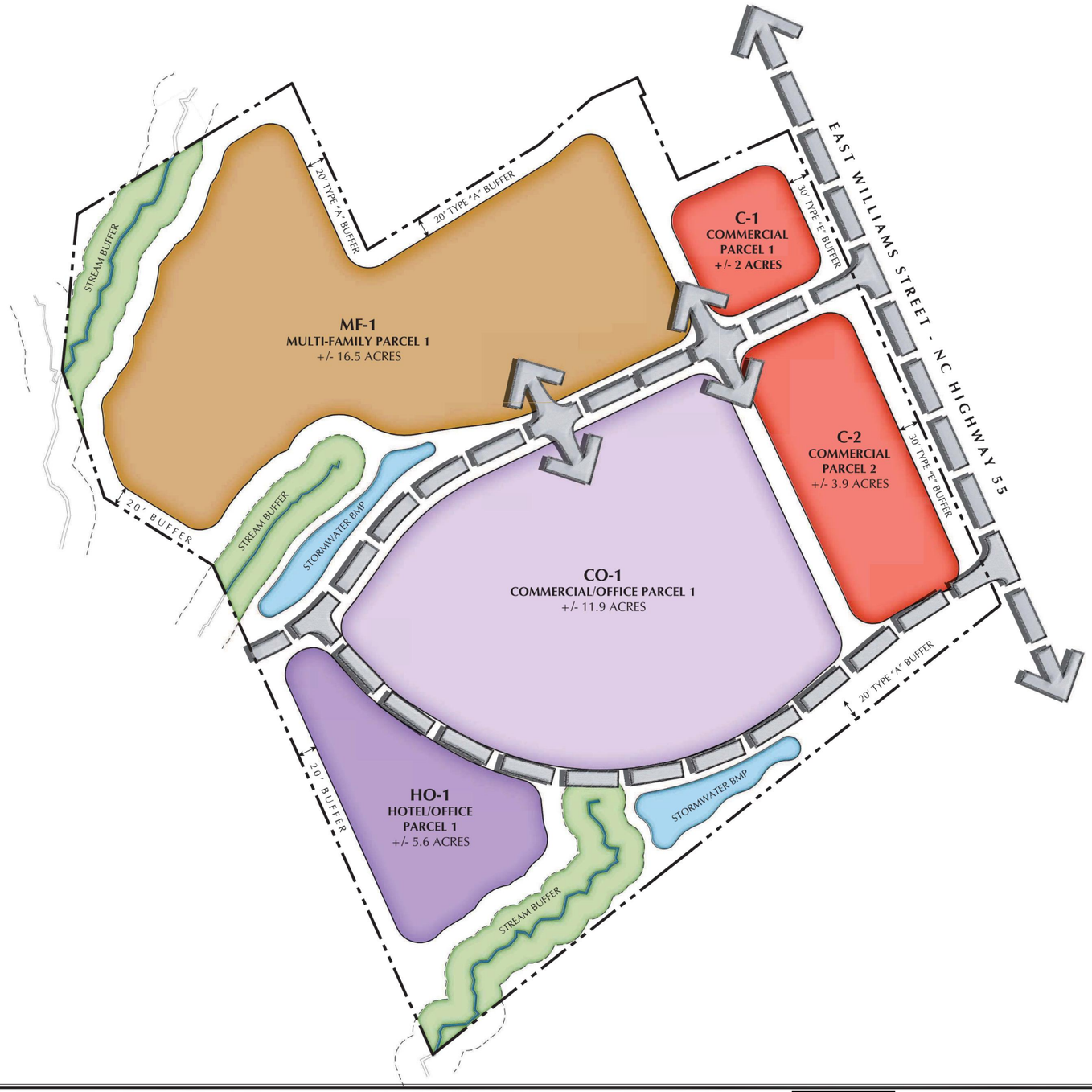


March 2020
014124000



Kimley»Horn	AQUILINE DEVELOPMENT APEX, NC TRAFFIC IMPACT ANALYSIS	SITE LOCATION	FIGURE 2.1

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LEGEND

- COMMERCIAL (-/- 5.9 ACRES)
- MULTI-FAMILY RESIDENTIAL (+/- 16.5 ACRES)
- COMMERICAL/OFFICE (+/- 11.9 ACRES)
- HOTEL/OFFICE (+/- 5.6 ACRES)
- OPEN SPACE/BMP AREA (+/- 4.2 ACRES)

NOTES:

- THERE SHALL BE A MINIMUM 10' TYPE C BUFFER BETWEEN INTERNAL USES.

- FINAL WETLAND AND BUFFER DETERMINATIONS SHALL BE COMPLETED PRIOR TO THE SUBMITTAL OF THE FIRST SITE OR SUBDIVISION PLAN.

- WATER SERVICE SHALL BE MADE BY CONNECTION TO THE EXISTING MAIN IN NC - 55. A 12" MAIN SHALL BE EXTENDED ALONG THE CENTRAL SPINE ROAD TO THE WEST.

- SEWER SERVICE SHALL BE PROVIDED BY A SINGLE TEMPORARY PUMP STATION THAT CAN BE REMOVED WITH DEVELOPMENT TO THE WEST. FINAL LOCATION SHALL ENSURE NO DEEP GRAVITY SEWER ON-SITE. FINAL FORCE MAIN ROUTING SHALL BE DETERMINED WITH THE FIRST SITE PLAN SUBMITTAL.

WITHERS & RAVENEL
ENGINEERS | PLANNERS | SURVEYORS
111 MacKenan Drive, Cary, North Carolina 27511 tel: 919-469-3340 www.withersravenel.com License No. C-0832

PRELIMINARY LAYOUT PLAN

AQUILINE PROPERTY
Wake County
Town of Apex
North Carolina

Designer	Scale
W&R	1" = 100'
Drawn By	Date
CJL	08/04/14
Checked By	Project No.
W&R	009005A1

No.	Revision	Date	By

Sheet No.
2

FIGURE
2.2

CONCEPTUAL SITE PLAN

AQUILINE DEVELOPMENT
APEX, NC
TRAFFIC IMPACT ANALYSIS

Kimley»Horn

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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K:\09_09-0580\090584-Aquiline - Apex Town\Planning\PUD\CAD\PUD_BASE_20090584-01.dwg - Thursday, December 04, 2014 3:04:22 PM - LEGARE, GEOFFREY

3.0 Traffic Generation

The traffic generation potential of the proposed development was determined using the traffic generation rates published in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition, 2017) and confirmed with NCDOT and the Town of Apex. The project is proposed to be constructed in two phases.

Phase 1 of the development is planned on the northern portion of the site and was assumed to include approximately 280 apartments and a 15,000 SF pharmacy with drive-through window.

As shown in Table 3.1, Phase 1 of the proposed development has the potential to generate 150 new trips during the AM peak hour and 155 new trips during the PM peak hour on a typical weekday.

Table 3.1
ITE Traffic Generation (Vehicles) – Phase 1

Land Use Code	Land Use	Intensity		AM Peak Hour		PM Peak Hour	
				In	Out	In	Out
221	Multifamily Housing (Mid-Rise)	280	d.u.	24	70	73	46
881	Pharmacy/Drugstore with Drive-Through Window	15,000	s.f.	31	27	77	77
Subtotal				**55**	**97**	**150**	**123**
Internal Capture				***1***	***1***	***28***	***28***
Pass-by Capture				***0***	***0***	***34***	***28***
Net New External Trips – Phase 1				**54**	**96**	**88**	**67**

Full build-out of the development is envisioned to include additional commercial space on the southern portion of the site and was assumed to include a 50,000 SF multiplex movie theater, a 50,000 SF health/fitness club, and a 35,000 SF supermarket in addition to uses assumed in Phase 1.

As shown in Table 3.2, at Full build-out the proposed development has the potential to generate 350 new trips during the AM peak hour and 708 new trips during the PM peak hour on a typical weekday.

Table 3.2
ITE Traffic Generation (Vehicles) – Full Build-out

Land Use Code	Land Use	Intensity		AM Peak Hour		PM Peak Hour	
				In	Out	In	Out
221	Multifamily Housing (Mid-Rise)	280	d.u.	24	70	73	46
445	Multiplex Movie Theater	50,000	s.f.	-	-	153	93
492	Health/Fitness Club	50,000	s.f.	34	32	90	68
850	Supermarket	35,000	s.f.	80	54	182	175
881	Pharmacy/Drugstore with Drive-Through Window	15,000	s.f.	31	27	77	77
Subtotal				**169**	**183**	**575**	**459**
Internal Capture				***1***	***1***	***76***	***76***
Pass-by Capture				***0***	***0***	***91***	***83***
Net New External Trips – Full Build-out				**168**	**182**	**408**	**300**

Internally captured trips are trips that begin and end on the project site and do not access the external roadway network. Pass-by trips are trips already on the roadway network that will make a trip to the site as they pass by on the adjacent street and are assigned based on existing traffic patterns. ITE methodology was used to determine internal capture and pass-by capture for both Phase 1 and Full build-out for this site and confirmed with the Town and NCDOT.

Detailed trip generation calculations are included in the Appendix of this report.

4.0 Site Traffic Distribution

The projected site-generated trips were assigned to the surrounding roadway network. The directional distribution and assignment for this development were based on a review of surrounding land uses and existing traffic patterns. Since additional site access is proposed with each phase, separate trip assignments were developed for the residential uses, the commercial portion of Phase 1, and the commercial portion at Full build-out.

The following overall distribution was used for the residential portion of the development:

- 30% to/from the northeast on US 1
- 25% to/from the south on NC 55
- 20% to/from the southwest on US 1
- 15% to/from the north on E. Williams Street
- 10% to/from the southeast on E. Williams Street

The following distribution was used for the commercial uses in Phase 1:

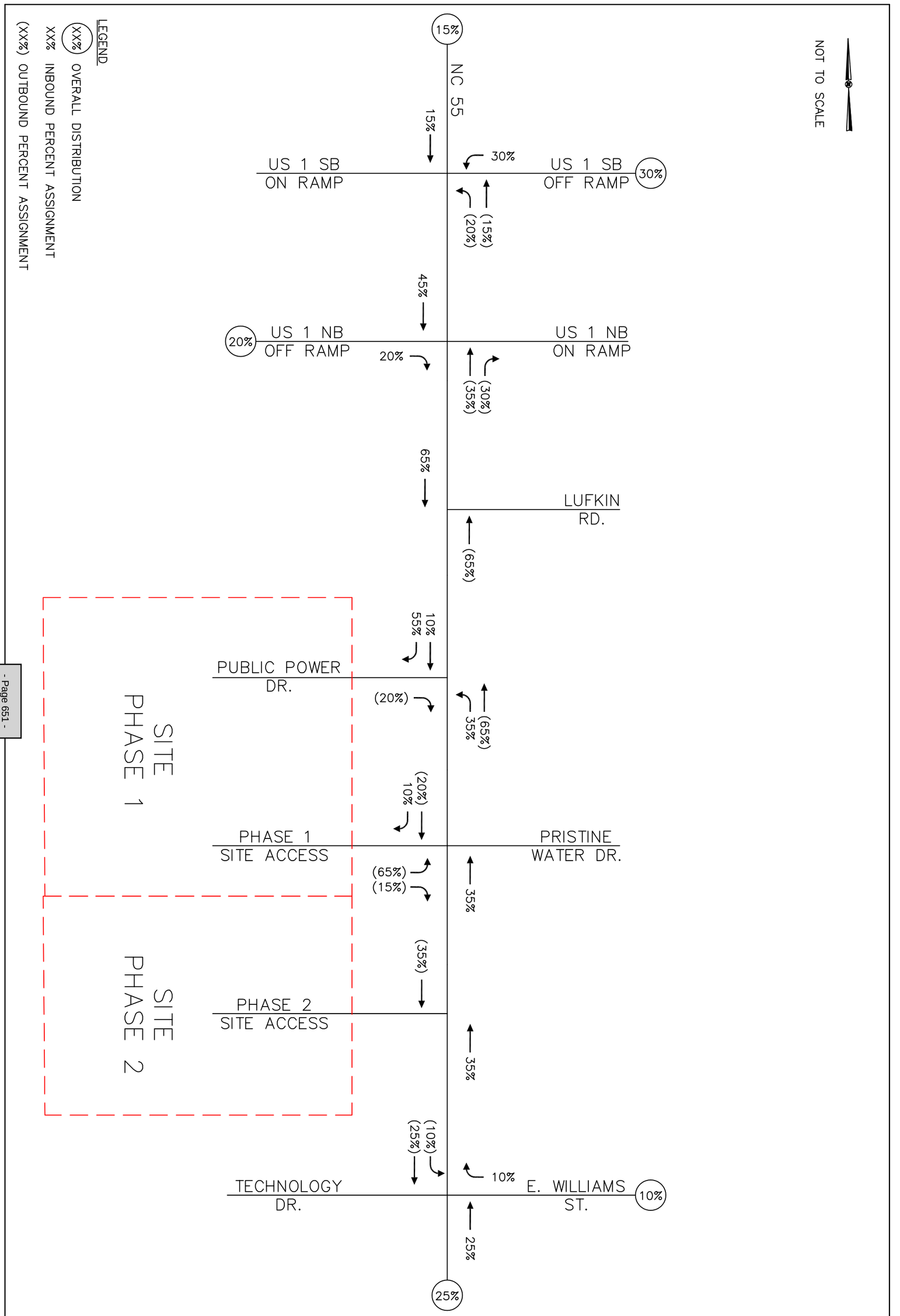
- 35% to/from the southeast on E. Williams Street
- 20% to/from the north on E. Williams Street
- 20% to/from the northeast on US 1
- 15% to/from the south on NC 55
- 10% to/from the southwest on US 1

The following distribution was used for the commercial uses at Full build-out (including the pharmacy constructed in Phase 1):

- 25% to/from the southeast on E. Williams Street
- 25% to/from the south on NC 55
- 20% to/from the northeast on US 1
- 20% to/from the north on E. Williams Street
- 10% to/from the southwest on US 1

Figure 4.1 shows the residential site traffic distribution and percent assignment, while **Figures 4.2** and **4.3** show the commercial site traffic distribution and percent assignment for Phase 1 and Full build-out, respectively.

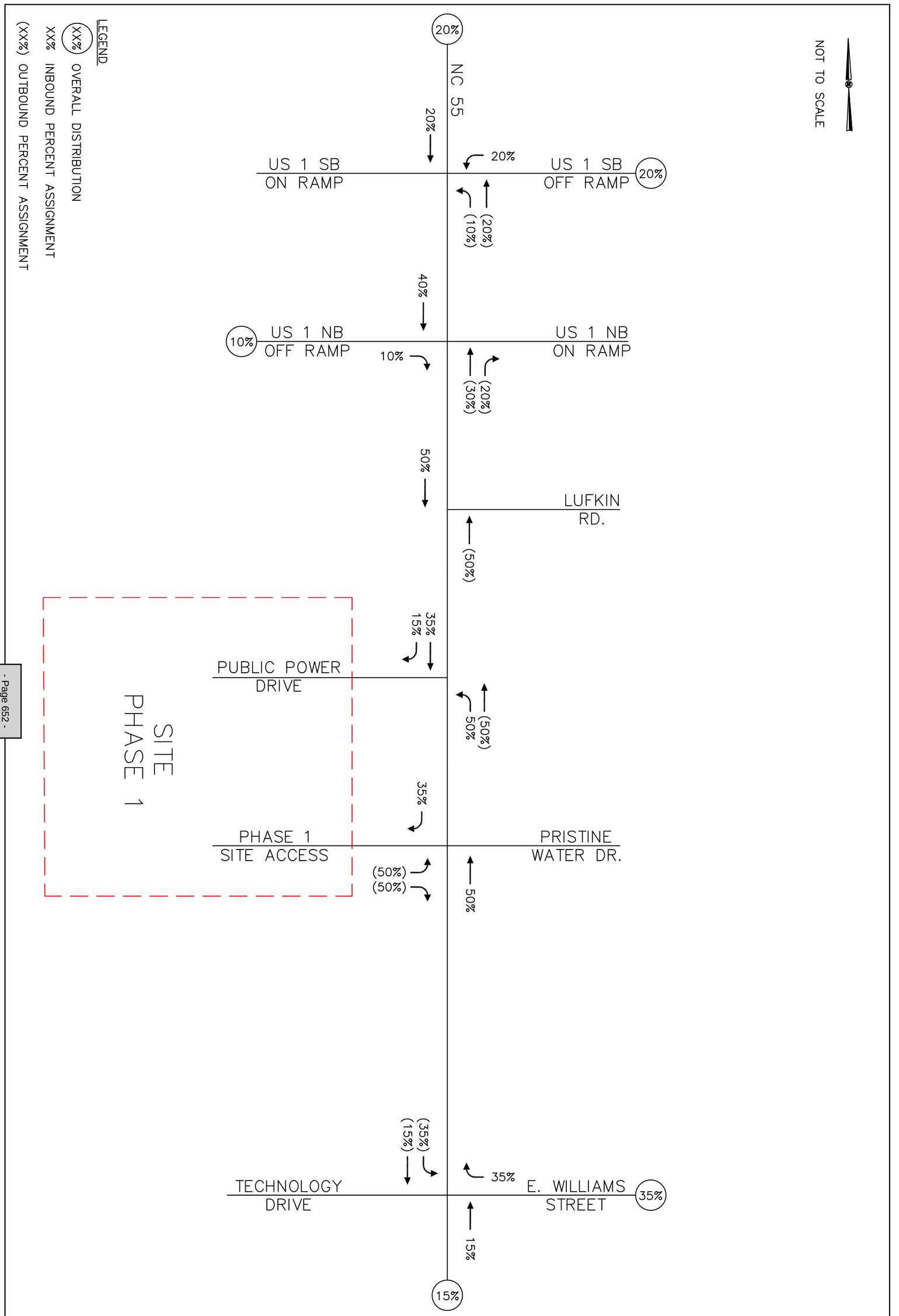
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Kimley»Horn	AQUILINE DEVELOPMENT APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION AND PERCENT ASSIGNMENT – RESIDENTIAL SITE TRAFFIC (PH. 1 & 2)	FIGURE 4.1

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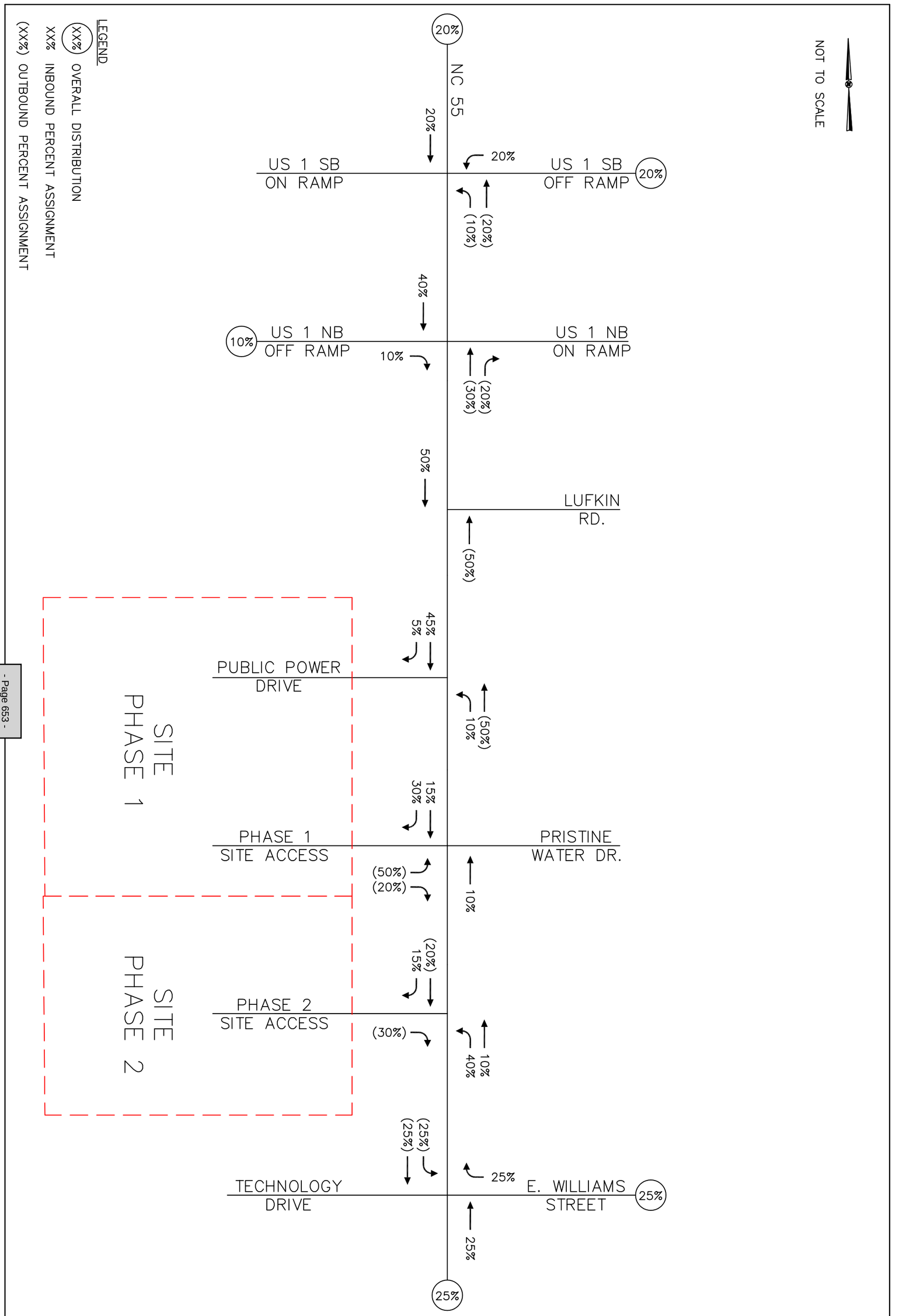
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Kimley»Horn	AQUILINE DEVELOPMENT APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION AND PERCENT ASSIGNMENT – PHASE 1 COMMERCIAL SITE TRAFFIC	FIGURE 4.2

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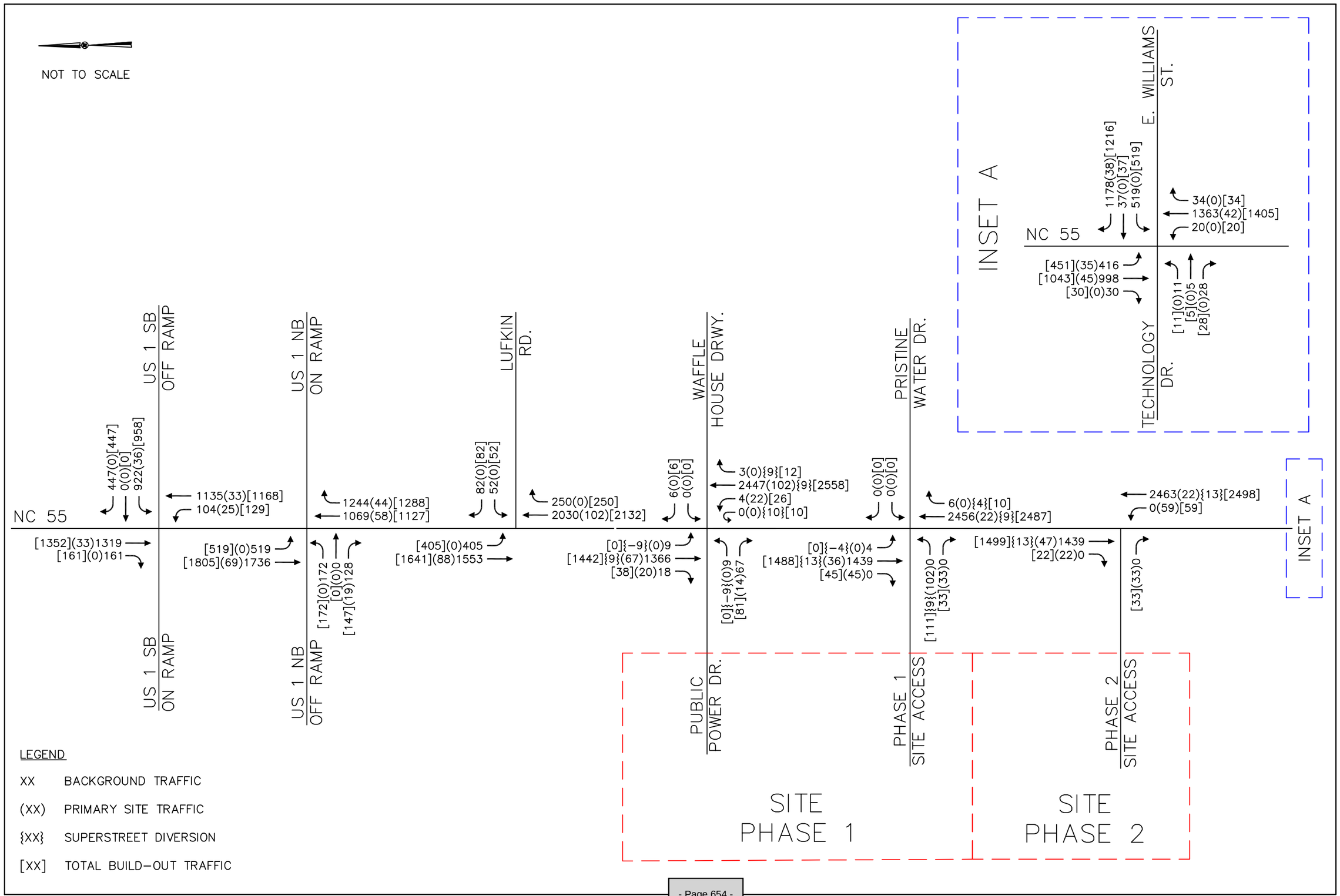
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Kimley»Horn	AQUILINE DEVELOPMENT APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION AND PERCENT ASSIGNMENT – FULL BUILD-OUT COMMERCIAL SITE TRAFFIC	FIGURE 4.3

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NOT TO SCALE



LEGEND

XX BACKGROUND TRAFFIC

(XX) PRIMARY SITE TRAFFIC

{XX} SUPERSTREET DIVERSION

[XX] TOTAL BUILD-OUT TRAFFIC

PROJECTED (2025) FULL BUILD
BUILD-OUT AM PEAK HOUR
TRAFFIC VOLUMES

FIGURE
5.4

AQUILINE DEVELOPMENT
APEX, NC
TRAFFIC IMPACT ANALYSIS

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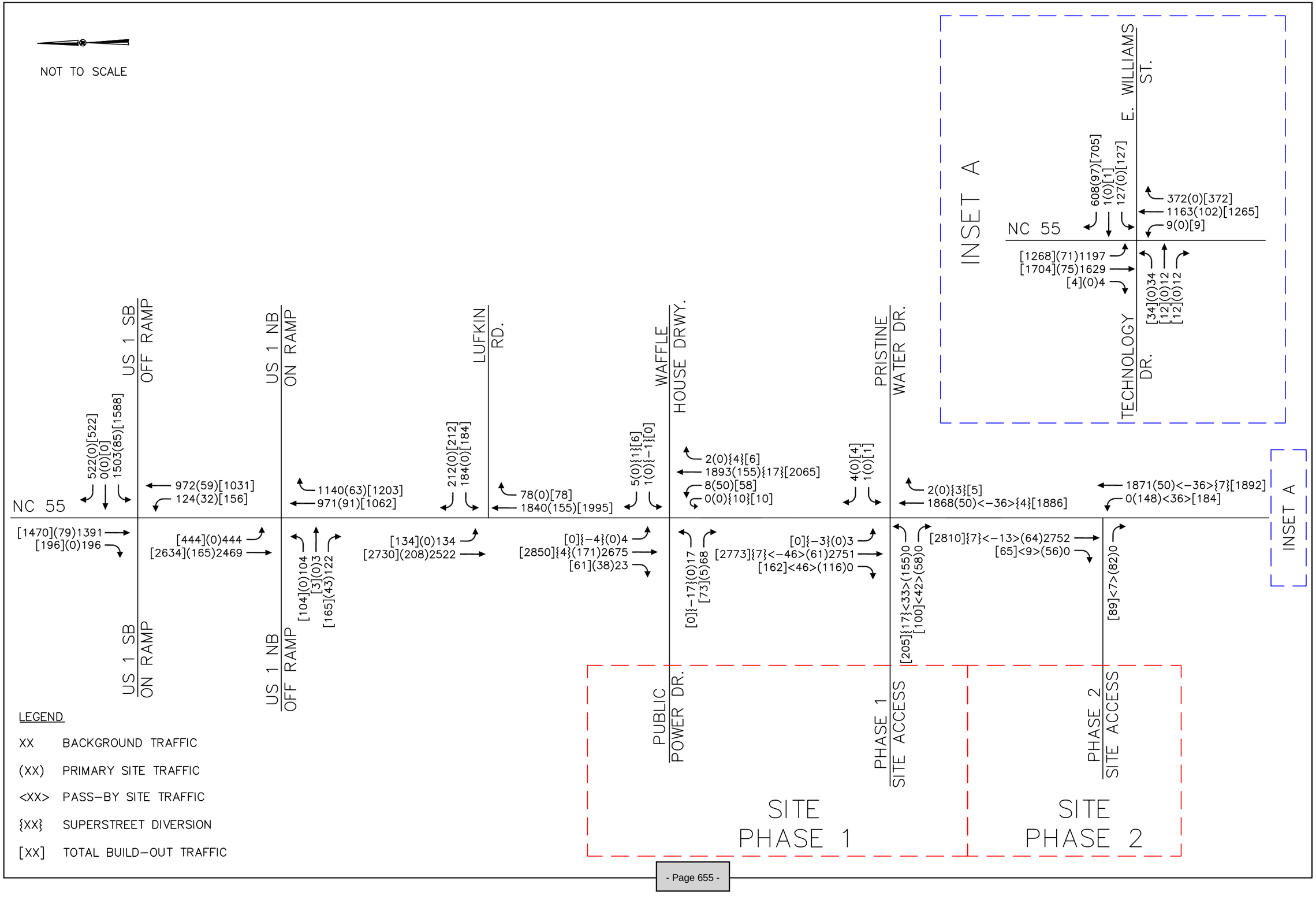


FIGURE 5.5

PROJECTED (2025) FULL BUILD
BUILD-OUT PM PEAK HOUR
TRAFFIC VOLUMES

AQUILINE DEVELOPMENT
APEX, NC
TRAFFIC IMPACT ANALYSIS

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Veridea Phase 1 - East Village

Table 1 - Trip Generation: Full Build

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
210 Single Family Detached Housing	320	d.u.	2,942	1,471	1,471	215	56	159	297	187	110
220 Multifamily Housing (Low-Rise, Not Close to Rail)	770	d.u.	5,012	2,506	2,506	262	63	199	352	222	130
221 Multifamily Housing (Mid-Rise, Not Close to Rail)	1,500	d.u.	7,110	3,555	3,555	648	149	499	585	357	228
540 Community College	2,400	students	4,840	2,420	2,420	494	400	94	447	250	197
710 General Office Building	18,000	s.f.	262	131	131	38	33	5	40	6	34
820 Shopping Plaza (>150k)	165,860	s.f.	10,194	5,097	5,097	231	143	88	812	390	422
Subtotal			**30,360**	**15,180**	**15,180**	**1,888**	**844**	**1,044**	**2,533**	**1,412**	**1,121**
Internal Capture											
210 Single Family Detached Housing			341	199	142	3	1	2	37	27	10
220 Multifamily Housing (Low-Rise, Not Close to Rail)			582	340	242	3	1	2	44	32	12
221 Multifamily Housing (Mid-Rise, Not Close to Rail)			826	483	343	9	3	6	71	51	20
710 General Office Building			95	62	33	3	2	1	13	5	8
820 Shopping Plaza (>150k)			1,761	719	1,042	16	10	6	158	46	112
Internal Capture Total			*3,605*	*1,803*	*1,802*	*34*	*17*	*17*	*323*	*161*	*162*
Total External Trips			**26,755**	**13,377**	**13,378**	**1,854**	**827**	**1,027**	**2,210**	**1,251**	**959**
Pass-By Traffic (ITE)	AM	PM									
820 Shopping Plaza (>150k)	0%	29%	*2,386*	*1,193*	*1,193*	*0*	*0*	*0*	*190*	*100*	*90*
Total Net New External Trips			**24,369**	**12,184**	**12,185**	**1,854**	**827**	**1,027**	**2,020**	**1,151**	**869**

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INTERSECTION ANALYSIS SHEET

Project:	**Veridea Phase 1 - East Village**
Location:	**Apex, NC**
Ct. Date	**March 29, 2022**
Ct. Peaks	**AM: 7:30-8:30; PM: 4:45-5:45**
N/S Street:	**NC 55**
E/W Street:	**Forest Light Way/Williams Street**

	AM In	AM Out	PM In	PM Out
Residential Net New Trips:	263	847	656	426
Commercial Net New Trips:	164	86	245	246
Commercial Pass-by Trips:	0	0	100	90
Comm. College Net New Trips:	400	94	250	197
Annual Growth Rate:	0.0%	**Existing Year:**		2022
Growth Factor:	0	**Buildout Year:**		2030

AM PEAK HOUR
AM PHF = 0.95

Description	Forest Light Way **Eastbound**			Williams Street **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	30%	10%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	13	79	26	0	0	0	0
Percent Assignment Outbound	0%	0%	30%	0%	0%	0%	0%	15%	5%	0%	30%	0%
Outbound Project Traffic	0	0	254	0	0	0	0	127	42	0	254	0
Residential Project Traffic	0	0	254	0	0	13	79	153	42	0	254	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	20%	20%	10%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	33	33	16	0	0	0	16
Percent Assignment Outbound	0%	0%	15%	0%	0%	0%	0%	30%	0%	10%	45%	0%
Outbound Project Traffic	0	0	13	0	0	0	0	26	0	9	39	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Project Traffic	0	0	13	0	0	33	33	42	0	9	39	16
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	10%	35%	0%	0%	0%	0%	40%
Inbound Project Traffic	0	0	0	0	0	40	140	0	0	0	0	160
Percent Assignment Outbound	0%	0%	75%	0%	0%	0%	0%	30%	10%	0%	0%	0%
Outbound Project Traffic	0	0	71	0	0	0	0	28	9	0	0	0
Comm. College Project Traffic	0	0	71	0	0	40	140	28	9	0	0	160
Total Project Traffic	0	0	338	0	0	86	252	223	51	9	293	176

PM PEAK HOUR

Description	Forest Light Way **Eastbound**			Williams Street **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	30%	10%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	33	197	66	0	0	0	0
Percent Assignment Outbound	0%	0%	30%	0%	0%	0%	0%	15%	5%	0%	30%	0%
Outbound Project Traffic	0	0	128	0	0	0	0	64	21	0	128	0
Residential Project Traffic	0	0	128	0	0	33	197	130	1		128	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	20%	20%	10%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	49	49	25	0	0	0	25
Percent Assignment Outbound	0%	0%	15%	0%	0%	0%	0%	30%	0%	10%	45%	0%
Outbound Project Traffic	0	0	37	0	0	0	0	74	0	25	111	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	-40	0	0	-60	0
Pass-By Capture Assignment	0	0	27	0	0	0	25	51	0	0	63	0
Total Pass-By Traffic	0	0	27	0	0	0	25	11	0	0	3	0
Commercial Project Traffic	0	0	64	0	0	49	74	110	0	25	114	25
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	10%	35%	0%	0%	0%	0%	40%
Inbound Project Traffic	0	0	0	0	0	25	88	0	0	0	0	100
Percent Assignment Outbound	0%	0%	75%	0%	0%	0%	0%	30%	10%	0%	0%	0%
Outbound Project Traffic	0	0	148	0	0	0	0	59	20	0	0	0
Comm. College Project Traffic	0	0	148	0	0	25	88	59	20	0	0	100
Total Project Traffic	0	0	340	0	0	107	359	299	41	25	242	125

Docusign Envelope ID: DFDAAE9E-E327-494D-9513-B02DF3DFCA31

INTERSECTION ANALYSIS SHEET

Project:	**Veridea Phase 1 - East Village**
Location:	**Apex, NC**
Ct. Date	**March 29, 2022**
Ct. Peaks	**AM: 7:30-8:30; PM: 4:45-5:45**
N/S Street:	**NC 55**
E/W Street:	**U-Turn North of Williams**

	AM In	AM Out	PM In	PM Out
Residential Net New Trips:	263	847	656	426
Commercial Net New Trips:	164	86	245	246
Commercial Pass-by Trips:	0	0	100	90
Comm. College Net New Trips:	400	94	250	197
Annual Growth Rate:	0.0%	**Existing Year:**		2022
Growth Factor:	0	**Buildout Year:**		2030

AM PEAK HOUR
AM PHF = 0.95

Description	U-Turn North of Williams **Eastbound**			U-Turn North of Williams **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right	Left	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	39	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	30%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	127	0	0	254	0
Residential Project Traffic	0	0	0	0	0	0	0	166	0	0	254	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	10%	20%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	16	33	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	65%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	26	0	0	56	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Project Traffic	0	0	0	0	0	0	16	59	0	0	56	0
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	30%	0%
Inbound Project Traffic	0	0	0	0	0	0	40	0	0	0	120	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	28	0	0	0	0
Comm. College Project Traffic	0	0	0	0	0	0	40	28	0	0	120	0
Total Project Traffic	0	0	0	0	0	0	56	253	0	0	430	0

PM PEAK HOUR

Description	U-Turn North of Williams **Eastbound**			U-Turn North of Williams **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	98	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	30%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	64	0	0	128	0
Residential Project Traffic	0	0	0	0	0	0	0	162			128	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	10%	20%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	25	49	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	65%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	74	0	0	160	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	-40	0	0	-60	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	51	0	0	63	0
Total Pass-By Traffic	0	0	0	0	0	0	0	11	0	0	3	0
Commercial Project Traffic	0	0	0	0	0	0	25	134	0	0	163	0
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	30%	0%
Inbound Project Traffic	0	0	0	0	0	0	25	0	0	0	75	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	59	0	0	0	0
Comm. College Project Traffic	0	0	0	0	0	0	25	59	0	0	75	0
Total Project Traffic	0	0	0	0	0	0	50	355	0	0	366	0

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INTERSECTION ANALYSIS SHEET

Project:	**Veridea Phase 1 - East Village**
Location:	**Apex, NC**
Ct. Date	**March 29, 2022**
Ct. Peaks	**AM: 7:30-8:30; PM: 4:45-5:45**
N/S Street:	**NC 55**
E/W Street:	**U-Turn South of Technology**

	AM In	AM Out	PM In	PM Out
Residential Net New Trips:	263	847	656	426
Commercial Net New Trips:	164	86	245	246
Commercial Pass-by Trips:	0	0	100	90
Comm. College Net New Trips:	400	94	250	197
Annual Growth Rate:	0.0%	**Existing Year:**		2022
Growth Factor:	0	**Buildout Year:**		2030

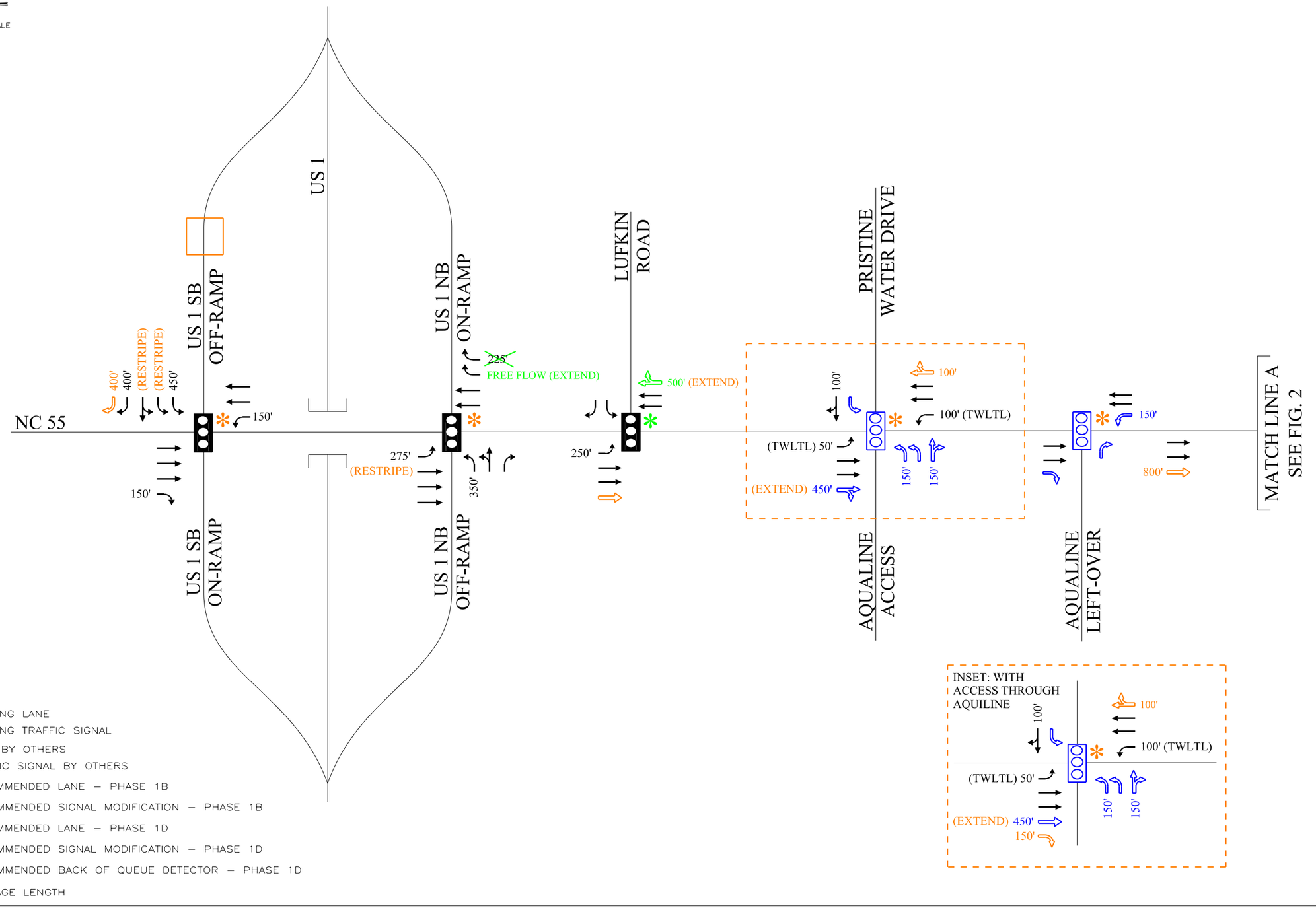
AM PEAK HOUR
AM PHF = 0.95

Description	U-Turn South of Technology **Eastbound**			U-Turn South of Technology **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	105	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	40%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	169	339	0
Residential Project Traffic	0	0	0	0	0	0	0	105	0	169	339	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	49	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	30%	30%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	26	26	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0
Total Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Project Traffic	0	0	0	0	0	0	0	49	0	26	26	0
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	160	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	35%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	38	33	0
Comm. College Project Traffic	0	0	0	0	0	0	0	160	0	38	33	0
Total Project Traffic	0	0	0	0	0	0	0	314	0	233	398	0

PM PEAK HOUR

Description	U-Turn South of Technology **Eastbound**			U-Turn South of Technology **Westbound**			NC 55 **Northbound**			NC 55 **Southbound**		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right
Residential Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	262	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	40%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	85	170	0
Residential Project Traffic	0	0	0	0	0	0	0	262			170	0
Commercial Project Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	74	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	30%	30%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	74	74	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	-40	0	0	-60	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	40	0	36	54	0
Total Pass-By Traffic	0	0	0	0	0	0	0	0	0	36	-6	0
Commercial Project Traffic	0	0	0	0	0	0	0	74	0	110	68	0
Community College Traffic												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	100	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	35%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	79	69	0
Comm. College Project Traffic	0	0	0	0	0	0	0	100	0	79	69	0
Total Project Traffic	0	0	0	0	0	0	0	436	0	274	307	0

NOT TO SCALE



LEGEND

- EXISTING LANE
- EXISTING TRAFFIC SIGNAL
- LANE BY OTHERS
- TRAFFIC SIGNAL BY OTHERS
- RECOMMENDED LANE – PHASE 1B
- RECOMMENDED SIGNAL MODIFICATION – PHASE 1B
- RECOMMENDED LANE – PHASE 1D
- RECOMMENDED SIGNAL MODIFICATION – PHASE 1D
- RECOMMENDED BACK OF QUEUE DETECTOR – PHASE 1D
- XX' STORAGE LENGTH

FIGURE 1

PHASING ANALYSIS
COMMITTED AND RECOMMENDED ROADWAY LANEAGE
(STUDY AREA NORTH)

VERIDEA PHASE 1
APEX, NC
TRAFFIC IMPACT ANALYSIS

Kimley»Horn

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Updated Traffic Impact Analysis

NC Children's Hospital Phase 1

Apex, NC

Prepared for:

NC Children's

Kimley»Horn

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Updated Traffic Impact Analysis

NC Children's Hospital – Phase 1

Apex, North Carolina

Prepared for:

NC Children's

Apex, NC

Prepared by:

Kimley-Horn and Associates, Inc.

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NORTH CAROLINA PROFESSIONAL SEAL 034394 ENGINEER J. TRAVIS FLUITT

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E9D825BFBC3E429...

12/11/2025

December 2025

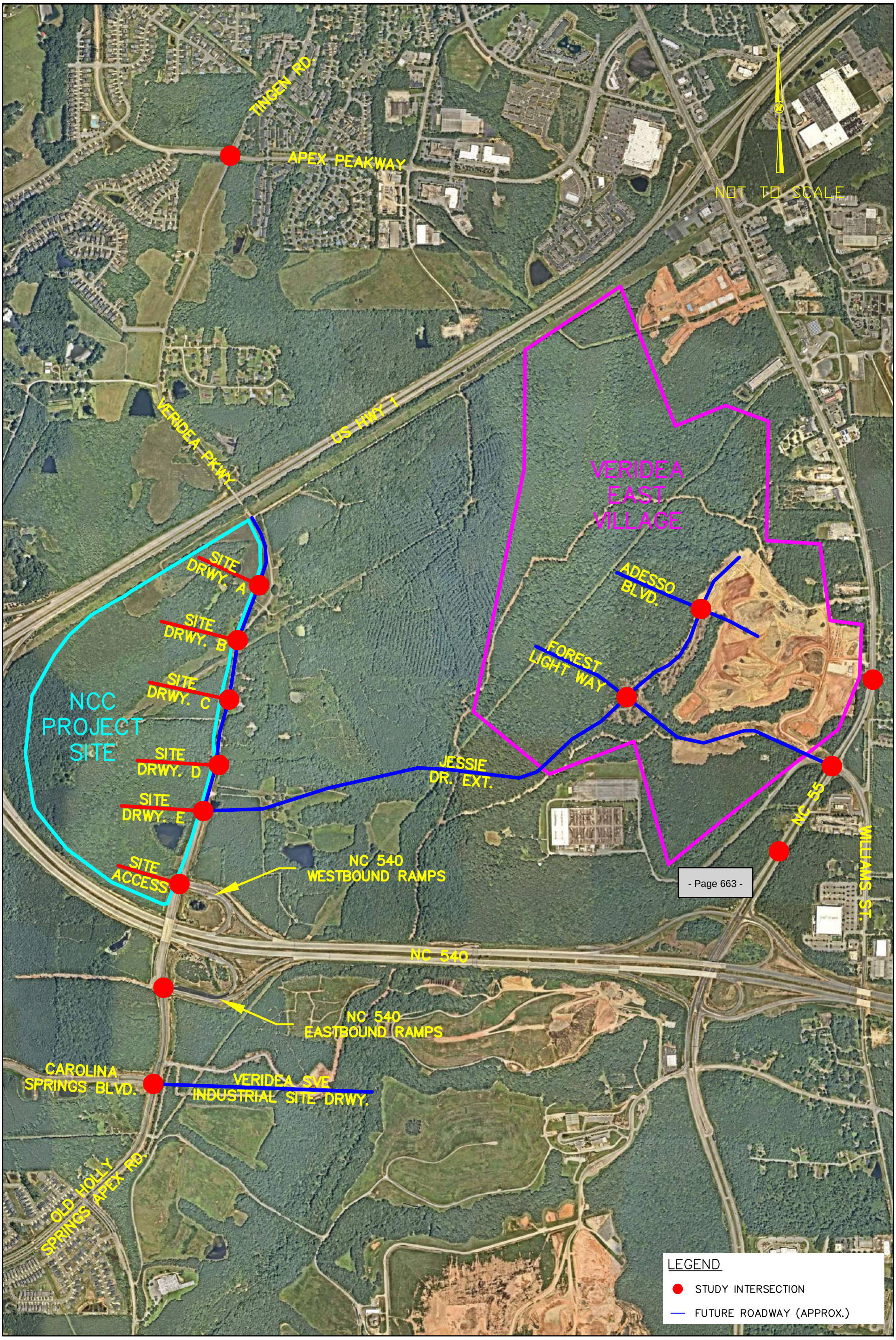
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Kevin Dean
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12/11/2025

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Kimley»Horn	NORTH CAROLINA CHILDREN'S HOSPITAL APEX, NC TRAFFIC IMPACT ANALYSIS	SITE LOCATION	FIGURE 2.1

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FIGURE 2.2

CONCEPTUAL SITE PLAN

NORTH CAROLINA CHILDREN'S HOSPITAL
APEX, NC
TRAFFIC IMPACT ANALYSIS

Kimley»Horn

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3.0 Traffic Generation

Trip generation calculations for this development were performed using a combination of data from the ITE *Trip Generation Manual* (Eleventh Edition, 2021) as well as alternative trip generation rates based on data collected at large medical office building facilities. For this study, traffic for the physician's office building (POB) was generated using data for the hospital land use since that space is for hospital staff and physician use only with no patients being seen in that building.

Trip generation calculations for the site are summarized below in Table 3.1.

Table 3.1
Traffic Generation (Vehicles)

Land Use Code	Land Use	Intensity		Daily	AM Peak Hour		PM Peak Hour	
				Total	In	Out	In	Out
310	Hotel: Ronald McDonald House	150	rooms	1,202	38	30	42	41
610	Hospital: Main Building	504	beds	9,296	649	253	281	571
610	Hospital: Behavioral Health	75	beds	4,020	96	38	42	85
610	Hospital: POB/Admin.	210,000	SF	4,580	206	101	104	193
720	Medical Office Building – within Hospital Campus	350,000	SF	12,330	770	180	158	472
Total New Net External Trips				**31,428**	**1,759**	**602**	**627**	**1,362**

As shown in Table 3.1, the development has the potential to generate 31,428 net new trips on a typical weekday, with 2,361 new trips during the AM peak hour and 1,989 new trips during the PM peak hour.

Detailed trip generation calculations are included in the Appendix of this report.

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4.0 Site Traffic Distribution

The projected site-generated trips were assigned to the surrounding roadway network based on a review of surrounding land uses and discussions with the Town and NCDOT. Based on the surrounding roadway network and access configurations surrounding the site, separate distributions were developed for the hospital/behavioral health/MOB uses and the Ronald McDonald House use.

The following distribution was used for hospital/behavioral health/MOB space site trips:

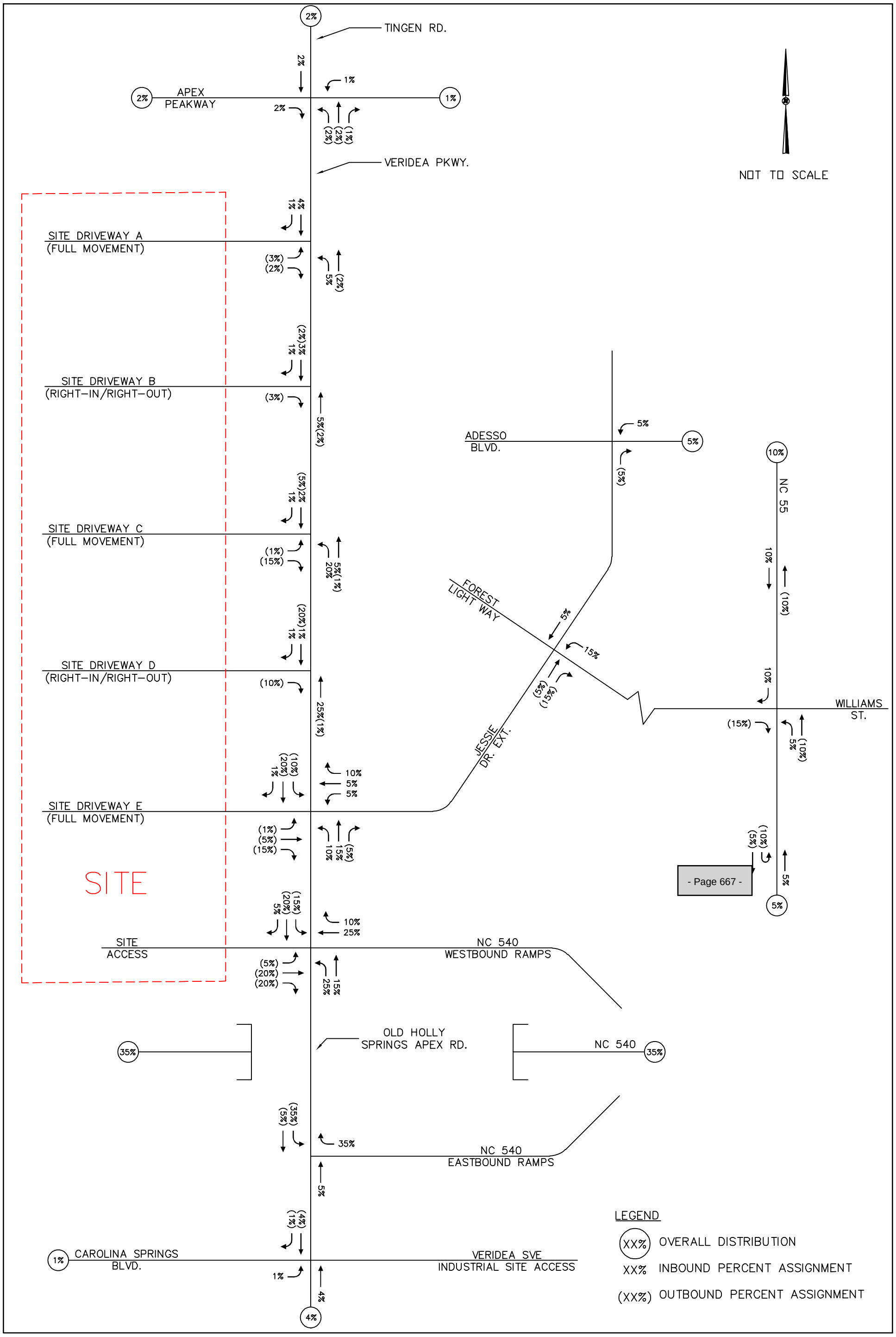
- 35% to/from the east on NC 540
- 35% to/from the west on NC 540
- 10% to/from the north on NC 55
- 5% to/from the south on NC 55
- 5% to/from the east on Adesso Boulevard
- 4% to/from the south on Old Holly Springs Apex Road
- 2% to/from the west on Apex Peakway
- 2% to/from the north on Tingen Road
- 1% to/from the east on Apex Peakway
- 1% to/from the west on Carolina Springs Boulevard

The site traffic distribution and percent assignment for the hospital/behavioral health/MOB space is depicted on **Figure 4.1.** While no changes were made to overall site traffic distribution from the original TIA, adjustments were made to the percent assignment of site traffic based on the updated site access configuration.

The following distribution was used for Ronald McDonald House site trips:

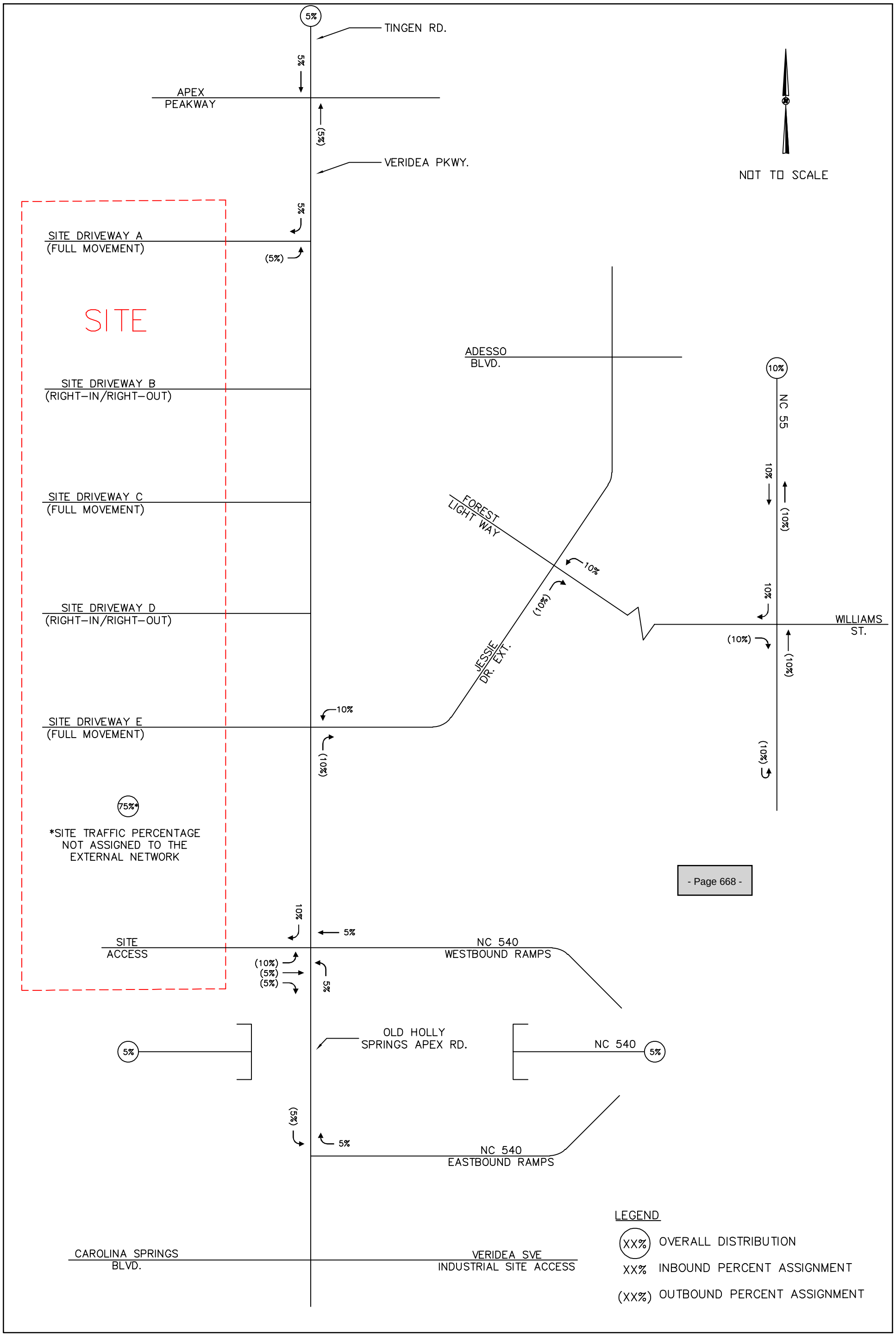
- 75% to/from the hospital (not assigned to the external network)
- 10% to/from the north on NC 55
- 5% to/from the north on Veridea Parkway
- 5% to/from the east on NC 540
- 5% to/from the west on NC 540

The site traffic distribution and percent assignment for the Ronald McDonald House is depicted on **Figure 4.2.**



Kimley»Horn	NORTH CAROLINA CHILDREN'S HOSPITAL APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION & PERCENT ASSIGNMENT (HOSPITAL/BEHAVIORAL HEALTH/MOB)	FIGURE 4.1

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Kimley»Horn	NORTH CAROLINA CHILDREN'S HOSPITAL APEX, NC TRAFFIC IMPACT ANALYSIS	SITE TRAFFIC DISTRIBUTION & PERCENT ASSIGNMENT (RONALD MCDONALD HOUSE)	FIGURE 4.2

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INTERSECTION ANALYSIS SHEET

Project:	**NCC @ Veridea - Phase 1**
Location:	**Apex, NC**
Ct. Date	**2030 Forecast Traffic From Veridea Phase 1 TIA**
N/S Street:	**NC 55**
E/W Street:	**Forest Light Way/Williams Street**

	AM In	AM Out	PM In	PM Out
Ronald McDonald House:	38	30	42	41
Hospital+AC/MOB+POB Trips:	1,721	572	585	1,321
Annual Growth Rate:	1.0%	**Forecast Year:**		2030
Growth Factor:	0.030301	**Buildout Year:**		2033

*Note: growth from 2030 since using 2030 forecast vols

AM PEAK HOUR
AM PHF = 0.90

Description	Forest Light Way Eastbound			Williams Street Westbound			NC 55 Northbound			NC 55 Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	37	0	0	1156	38	1589	127	308	1527	36
Growth Factor (0.01 per year)	0.000	0.000	0.000	0.030	0.000	0.030	0.000	0.030	0.030	0.030	0.030	0.000
2033 Background Growth	0	0	0	0	0	35	0	48	4	9	46	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	338	0	0	86	252	223	51	9	293	176
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	338	0	0	86	252	223	51	9	293	176
2033 Background Traffic	0	0	375	0	0	1277	290	1860	182	326	1866	212
2033 Background PHF	#DIV/0!	#DIV/0!	0.90	#DIV/0!	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	4
Percent Assignment Outbound	0%	0%	10%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	3	0	0	0	0	3	0	0	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	86	0	0	0	0	172
Percent Assignment Outbound	0%	0%	15%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	86	0	0	0	0	57	0	0	0	0
Total Project Traffic	0	0	89	0	0	0	86	60	0	0	0	176
2033 Buildout Total	0	0	464	0	0	1277	376	1920	182	326	1866	388
2033 Build-out PHF	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Impact (Approach)		19.2%			0.0%			5.9%			6.8%	

Overall Percent Impact 6.0%

PM PEAK HOUR
PM PHF = 0.90

Description	Forest Light Way Eastbound			Williams Street Westbound			NC 55 Northbound			NC 55 Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	74	0	0	615	23	1436	287	965	1970	25
Growth Factor (0.01 per year)	0.000	0.000	0.000	0.030	0.000	0.030	0.000	0.030	0.030	0.030	0.030	0.000
2033 Background Growth	0	0	0	0	0	19	0	44	9	29	60	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	340	0	0	107	359	299	41	25	242	125
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	340	0	0	107	359	299	41	25	242	125
2033 Background Traffic	0	0	414	0	0	741	382	1779	337	1019	2272	150
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	4
Percent Assignment Outbound	0%	0%	10%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	4	0	0	0	0	4	0	0	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	10%
Inbound Project Traffic	0	0	0	0	0	0	29	0	0	0	0	59
Percent Assignment Outbound	0%	0%	15%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	198	0	0	0	0	132	0	0	0	0
Total Project Traffic	0	0	202	0	0	0	29	136	0	0	0	63
2033 Buildout Total	0	0	616	0	0	741	411	1915	337	1019	2272	213
Percent Impact (Approach)		32.8%			0.0%			6.2%			1.8%	

Overall Percent Impact 5.7%

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INTERSECTION ANALYSIS SHEET

Project:	**NCC @ Veridea - Phase 1**
Location:	**Apex, NC**
Ct. Date	**2030 Forecast Traffic From Veridea Phase 1 TIA**
N/S Street:	**NC 55**
E/W Street:	**U-Turn North of Williams Street**

	AM In	AM Out	PM In	PM Out
Ronald McDonald House:	38	30	42	41
Hospital+AC/MOB+POB Trips:	1,721	572	585	1,321
Annual Growth Rate:	1.0%	**Forecast Year:**		2030
Growth Factor:	0.030301	**Buildout Year:**		2033

*Note: growth from 2030 since using 2030 forecast vols

AM PEAK HOUR
AM PHF =

Description	- Eastbound			U-Turn North of Williams Street Westbound			NC 55 Northbound			NC 55 Southbound		
	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right	Left	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	0	0	0	0	301	2453	0	0	1570	0
Growth Factor (0.01 per year)	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030
2033 Background Growth	0	0	0	0	0	0	9	74	0	0	48	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	0	0	0	0	56	253	0	0	430	0
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	56	253	0	0	430	0
2033 Background Traffic	0	0	0	0	0	0	366	2780	0	0	2048	0
2033 Background PHF	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	#DIV/0!
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	4	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	3	0	0	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	172	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	57	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	60	0	0	176	0
2033 Buildout Total	0	0	0	0	0	0	366	2840	0	0	2224	0
2033 Build-out PHF	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	#DIV/0!
Percent Impact (Approach)		-			-			1.9%			7.9%	

Overall Percent Impact 4.3%

PM PEAK HOUR
PM PHF =

Description	- Eastbound			U-Turn North of Williams Street Westbound			NC 55 Northbound			NC 55 Southbound		
	Left	Through	Right	Left	Through	Right	U-Turn	Through	Right	Left	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	0	0	0	0	154	1897	0	0	2806	0
Growth Factor (0.01 per year)	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030
2033 Background Growth	0	0	0	0	0	0	5	57	0	0	85	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	0	0	0	0	50	355	0	0	366	0
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	50	355	0	0	366	0
2033 Background Traffic	0	0	0	0	0	0	209	2309	0	0	3257	0
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	4	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	4	0	0	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	59	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	132	0	0	0	0
Total Project Traffic	0	0	0	0	0	0	0	136	0	0	63	0
2033 Buildout Total	0	0	0	0	0	0	209	2445	0	0	3320	0
Percent Impact (Approach)		-			-			5.1%			1.9%	

Overall Percent Impact 3.3%

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INTERSECTION ANALYSIS SHEET

Project:	**NCC @ Veridea - Phase 1**
Location:	**Apex, NC**
Ct. Date	**2030 Forecast Traffic From Veridea Phase 1 TIA**
N/S Street:	**NC 55**
E/W Street:	**U-Turn South of Forest Light Way**

	AM In	AM Out	PM In	PM Out
Ronald McDonald House:	38	30	42	41
Hospital+AC/MOB+POB Trips:	1,721	572	585	1,321
Annual Growth Rate:	1.0%	**Forecast Year:**		2030
Growth Factor:	0.030301	**Buildout Year:**		2033

*Note: growth from 2030 since using 2030 forecast vols

AM PEAK HOUR
AM PHF =

Description	U-Turn South of Forest Light Way Eastbound Left	Through	Right	- Westbound Left	Through	Right	NC 55 Northbound Left	Through	Right	NC 55 Southbound U-Turn	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	0	0	0	0	0	1745	0	18	1546	0
Growth Factor (0.01 per year)	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.000	0.030	0.030
2033 Background Growth	0	0	0	0	0	0	0	53	0	0	47	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	0	0	0	0	0	314	0	233	398	0
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	314	0	233	398	0
2033 Background Traffic	0	0	0	0	0	0	0	2112	0	251	1991	0
2033 Background PHF	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	#DIV/0!
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	3	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	86	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	5%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	57	29	0
Total Project Traffic	0	0	0	0	0	0	0	86	0	60	29	0
2033 Buildout Total	0	0	0	0	0	0	0	2198	0	311	2020	0
2033 Build-out PHF	#DIV/0!	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	#DIV/0!
Percent Impact (Approach)		-			-			3.9%			3.8%	

Overall Percent Impact 3.9%

PM PEAK HOUR
PM PHF =

Description	U-Turn South of Forest Light Way Eastbound Left	Through	Right	- Westbound Left	Through	Right	NC 55 Northbound Left	Through	Right	NC 55 Southbound U-Turn	Through	Right
2030 Traffic Count	0	0	0	0	0	0	0	0	0	0	0	0
Count Balancing	0	0	0	0	0	0	0	0	0	0	0	0
2030 Forecast Traffic w/ HL-007 Reconfig.	0	0	0	0	0	0	0	1709	0	37	2007	0
Growth Factor (0.01 per year)	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.030	0.000	0.030	0.030
2033 Background Growth	0	0	0	0	0	0	0	52	0	0	61	0
Committed Projects (See App. For Breakouts)												
Veridea SVE Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Veridea East Village	0	0	0	0	0	0	0	436	0	274	307	0
Duke Ops Center/Town Fire	0	0	0	0	0	0	0	0	0	0	0	0
Carolina Springs	0	0	0	0	0	0	0	0	0	0	0	0
Goodwin (Yield North) - Ph. 1 + Ph. 2	0	0	0	0	0	0	0	0	0	0	0	0
Friendship Dev Master Plan - Ph. 1 & 2	0	0	0	0	0	0	0	0	0	0	0	0
Hopson Gateway	0	0	0	0	0	0	0	0	0	0	0	0
GRACE Christian School ("Option A")	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	436	0	274	307	0
2033 Background Traffic	0	0	0	0	0	0	0	2197	0	311	2375	0
Project Traffic												
RMH												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	4	0	0
Hospital, Behav., MOB/ASC, POB												
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%
Inbound Project Traffic	0	0	0	0	0	0	0	29	0	0	0	0
Percent Assignment Outbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	5%	0%
Outbound Project Traffic	0	0	0	0	0	0	0	0	0	132	66	0
Total Project Traffic	0	0	0	0	0	0	0	29	0	136	66	0
2033 Buildout Total	0	0	0	0	0	0	0	2226	0	447	2441	0
Percent Impact (Approach)		-			-			1.3%			7.0%	

Overall Percent Impact 4.5%

Appendix D:
Trip Generation

Jessie Commons

Table 1 - Trip Generation (12th Edition): NE Retail Pod

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
821 Shopping Plaza (40K-150K) w/ supermarket	71,000	s.f.	7,006	3,503	3,503	247	148	99	597	293	304
912 Drive-In Bank	3,000	s.f.	298	149	149	30	17	13	63	32	31
937 Coffee/Donut Shop with Drive-Through Window	3,000	s.f.	1,802	901	901	256	131	125	117	59	58
945 Convenience Store/Gas Station (5.5-10k SF Market)	16	f.p.	3,254	1,627	1,627	371	186	185	337	169	168
Subtotal			**12,360**	**6,180**	**6,180**	**904**	**482**	**422**	**1,113**	**551**	**562**
Internal Capture											
821 Shopping Plaza (40K-150K) w/ supermarket			400	164	236	20	7	13	24	14	10
912 Drive-In Bank			17	7	10	3	1	2	3	2	1
937 Coffee/Donut Shop with Drive-Through Window			604	356	248	57	39	18	41	17	24
945 Convenience Store/Gas Station (5.5-10k SF Market)			187	77	110	34	10	24	14	8	6
	AM Peak	**PM Peak**									
Internal Capture Total	12.61%	7.37%	*1,208*	*604*	*604*	*114*	*57*	*57*	*82*	*41*	*41*
Total External Trips			**11,152**	**5,576**	**5,576**	**790**	**425**	**365**	**1,031**	**510**	**521**
Pass-By Capture	AM	PM									
821 Shopping Plaza (40K-150K)	0%	40%	1,322	661	661	0	0	0	230	112	118
912 Drive-In Bank	29%	35%	90	45	45	8	5	3	22	11	11
937 Coffee/Donut Shop with Drive-Through Window	83%	81%	982	491	491	165	76	89	62	34	28
945 Convenience Store/Gas Station	76%	75%	2,316	1158	1,158	256	134	122	243	121	122
	AM Peak	**PM Peak**									
Pass-By Capture Total	*47.46%*	*50.04%*	*4,710*	*2,355*	*2,355*	*429*	*215*	*214*	*557*	*278*	*279*
Total Net New External Trips: NE Pod			**6,442**	**3,221**	**3,221**	**361**	**210**	**151**	**474**	**232**	**242**

K:\HSP_LDEV\013805027 Jessie Commons\T4 - Analysis\[JessieCommons-Scen1-FM-2026TIAData.xlsx]Trip Gen-NEPod-Retail 2/24/26

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**AM Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	821,912,945	74,016	SF	648	351	297
Restaurant	937	3,000	SF	256	131	125
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				904	**482**	**422**

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		42	0	0	0
Restaurant	0	19		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	994	530	464
Internal Capture Percentage	12%	12%	13%
External Vehicle-Trips[5]	794	427	367
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	5%	13%
Restaurant	29%	14%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).
4Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
5Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D) Entering Trips			Table 7-A (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	351	386	1.1	297	327
Restaurant	1.1	131	144	1.1	125	138
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	95		42	0	46	0
Restaurant	43	19		0	6	4
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		124	33	0	0	0
Retail	0		72	0	0	0
Restaurant	0	31		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	66	29	0		0
Hotel	0	15	9	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	19	367	386	334	0	0
Restaurant	42	102	144	93	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	42	285	327	259	0	0
Restaurant	19	119	138	108	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

1Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**PM Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	821,912,945	74,016	SF	996	492	504
Restaurant	937	3,000	SF	117	59	58
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				1,113	**551**	**562**

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		19	0	0	0
Restaurant	0	26		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	1,224	606	618
Internal Capture Percentage	7%	7%	7%
External Vehicle-Trips[5]	1,031	510	521
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	5%	3%
Restaurant	29%	41%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual).*
[4]Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D) Entering Trips			Table 7-P (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	492	541	1.1	504	554
Restaurant	1.1	59	65	1.1	58	64
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	11		161	22	144	28
Restaurant	2	26		5	11	4
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		43	1	0	0	0
Retail	0		19	0	0	0
Restaurant	0	271		0	0	0
Cinema/Entertainment	0	22	2		0	0
Residential	0	54	9	0		0
Hotel	0	11	3	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	26	515	541	468	0	0
Restaurant	19	46	65	42	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	19	535	554	486	0	0
Restaurant	26	38	64	35	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	5,279	5,279	351	297	492	504
Restaurant	901	901	131	125	59	58
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	6,180	6,180	482	422	551	562

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	248	356	18	39	24	17
Restaurant	356	248	39	18	17	24
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	604	604	57	57	41	41
% Reduction	9.8%		12.6%		7.4%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	5,031	4,923	333	258	468	487
Restaurant	545	653	92	107	42	34
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	5,576	5,576	425	365	510	521

Jessie Commons

Table 2 - Trip Generation (12th Edition): SE Retail Pod

Land Use	Intensity		Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
822 Strip Retail Plaza (<40K) - South	35,000	s.f.	1,708	854	854	138	76	62	179	89	90
848 Tire Store	5,000	s.f.	144	72	72	14	9	5	19	8	11
930 Fast Casual Restaurant	6,000	s.f.	1,356	678	678	9	6	3	86	46	40
934 Fast-Food Restaurant with Drive-Through Window	5,000	s.f.	2,242	1,121	1,121	166	85	81	158	82	76
Subtotal			**5,450**	**2,725**	**2,725**	**327**	**176**	**151**	**442**	**224**	**218**
Internal Capture											
822 Strip Retail Plaza (<40K) - South			427	248	179	14	6	8	50	31	19
848 Tire Store			36	21	15	2	1	1	5	3	2
930 Fast Casual Restaurant			174	73	101	2	1	1	19	8	11
934 Fast-Food Restaurant with Drive-Through Window			289	121	168	14	8	6	36	13	23
	AM Peak	**PM Peak**									
Internal Capture Total	9.79%	25.00%	*926*	*463*	*463*	*32*	*16*	*16*	*111*	*55*	*55*
Total External Trips			**4,524**	**2,262**	**2,262**	**295**	**160**	**135**	**332**	**169**	**163**
Pass-By Capture	AM	PM									
822 Strip Retail Plaza (<40K) - South	0%	40%	256	128	128	0	0	0	51	23	28
848 Tire Store	0%	25%	14	7	7	0	0	0	3	1	2
934 Fast-Food Restaurant with Drive-Through Window	50%	55%	1,026	513	513	77	39	38	67	38	29
	AM Peak	**PM Peak**									
Pass-By Capture Total	*23.55%*	*27.38%*	*1,296*	*648*	*648*	*77*	*39*	*38*	*121*	*62*	*59*
Total Net New External Trips: SE Pod			**3,228**	**1,614**	**1,614**	**218**	**121**	**97**	**211**	**107**	**104**

K:\HSP_LDEV\013805027 Jessie Commons\T4 - Analysis\[JessieCommons-Scen1-FM-2026TIAData.xlsx]Trip Gen-SEPod-Retail 2/24/26

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**AM Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	822,848	40,000	SF	152	85	67
Restaurant	930,934	11,000	SF	175	91	84
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				327	**176**	**151**

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		10	0	0	0
Restaurant	0	7		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	360	194	166
Internal Capture Percentage	9%	9%	10%
External Vehicle-Trips[5]	296	161	135
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	7%	14%
Restaurant	10%	8%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).
4Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
5Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D) Entering Trips			Table 7-A (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	85	94	1.1	67	74
Restaurant	1.1	91	100	1.1	84	92
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	21		10	0	10	0
Restaurant	29	13		0	4	3
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		30	23	0	0	0
Retail	0		50	0	0	0
Restaurant	0	7		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	16	20	0		0
Hotel	0	4	6	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	7	87	94	79	0	0
Restaurant	10	90	100	82	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	10	64	74	58	0	0
Restaurant	7	85	92	77	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

1Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Jessie Commons	**Organization:**	Kimley-Horn
Project Location:	Apex, NC	**Perormed By:**	
Scenario Description:	Jessie Dr Ext. Full-Mvmt.	**Date:**	
Analysis Year:	2030	**Checked By:**	
Analysis Period:	**PM Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office		0	SF	0	0	0
Retail	822,848	40,000	SF	198	96	102
Restaurant	930,934	11,000	SF	244	128	116
Cinema/Entertainment		0	SF	0	0	0
Residential		0	units	0	0	0
Hotel		0	rooms	0	0	0
All Other Land Uses[2]		0	SF	0	0	0
				442	**224**	**218**

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office	1.1	0%	0%	1.1	0%	0%
Retail	1.1	0%	0%	1.1	0%	0%
Restaurant	1.1	0%	0%	1.1	0%	0%
Cinema/Entertainment	1.1	0%	0%	1.1	0%	0%
Residential	1.1	0%	0%	1.1	0%	0%
Hotel	1.1	0%	0%	1.1	0%	0%
All Other Land Uses[2]	1.1	0%	0%	1.1	0%	0%

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		33	0	0	0
Restaurant	0	52		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	486	246	240
Internal Capture Percentage	35%	35%	35%
External Vehicle-Trips[5]	288	147	141
External Transit-Trips[6]	0	0	0
External Non-Motorized Trips[6]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	0%	0%
Retail	49%	29%
Restaurant	23%	41%
Cinema/Entertainment	0%	0%
Residential	0%	0%
Hotel	0%	0%

[1]Land Use Codes (LUCs) from *Trip Generation Manual* , published by the Institute of Transportation Engineers (ITE).
[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.
[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual).*
[4]Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mized-use project, manual adjustments must be made
[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[6]Person-Trips
*Indicates computaton that has been rounded to the nearest whole number.
Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D) Entering Trips			Table 7-P (O) Exiting Trips		
	Veh. Occ.[4]	Vehicle Trips	Person-Trips*	Veh. Occ.[4]	Vehicle Trips	Person-Trips*
Office	1.1	0	0	1.1	0	0
Retail	1.1	96	106	1.1	102	112
Restaurant	1.1	128	141	1.1	116	128
Cinema/Entertainment	1.1	0	0	1.1	0	0
Residential	1.1	0	0	1.1	0	0
Hotel	1.1	0	0	1.1	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	2		33	4	29	6
Restaurant	4	52		10	23	9
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		8	3	0	0	0
Retail	0		41	0	0	0
Restaurant	0	53		0	0	0
Cinema/Entertainment	0	4	4		0	0
Residential	0	11	20	0		0
Hotel	0	2	7	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	52	54	106	49	0	0
Restaurant	33	108	141	98	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	% Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	33	79	112	72	0	0
Restaurant	52	76	128	69	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[2]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.
[2]Person-Trips
[3]Total estimate for all other land uses at mixed use development site is not subject to internal capture computations in this estimator.
*Indicates computation that has been rounded to the nearest whole number.

Internal Capture Reduction Calculations

Methodology for A.M. Peak Hour and P.M. Peak Hour
based on the *Trip Generation Handbook* , 3rd Edition, published by the Institute of Transportation Engineers

Methodology for Daily
based on the average of the Unconstrained Rates for the A.M. Peak Hour and P.M. Peak Hour

SUMMARY

GROSS TRIP GENERATION

INPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	926	926	85	67	96	102
Restaurant	1,799	1,799	91	84	128	116
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	2,725	2,725	176	151	224	218

INTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	269	194	7	9	48	30
Restaurant	194	269	9	7	30	48
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	463	463	16	16	78	78
% Reduction	17.0%		9.8%		35.3%	

EXTERNAL TRIPS

OUTPUT

Land Use	Daily		A.M. Peak Hour		P.M. Peak Hour	
	Enter	Exit	Enter	Exit	Enter	Exit
Office	0	0	0	0	0	0
Retail	657	732	78	58	48	72
Restaurant	1,605	1,530	82	77	98	68
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	0	0	0	0	0
Hotel	0	0	0	0	0	0
	2,262	2,262	160	135	146	140

Jessie Commons

Table 3 - Trip Generation (12th Edition): E Pod Industrial

Land Use	Intensity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
110 General Light Industrial	300,000 s.f.	1,080	540	540	144	124	20	147	35	112
Total Net New External Trips: East Pod		**1,080**	**540**	**540**	**144**	**124**	**20**	**147**	**35**	**112**

Appendix E:
Intersection Spreadsheets –
Access Scenario 1

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	5/20/2025
Ct. Peaks	7:15 - 8:15 AM; 4:45 - 5:45 PM
E/W Street:	US 1 SB On-Ramp/US 1 SB Off-Ramp
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR

PHF = 0.90

Description	US 1 SB On-Ramp Eastbound U-Turn	Left	Through	Right	US 1 SB Off-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	0	0	0	0	828	1	430	0	80	1036	0	0	0	939	125
3% Growth to 2026	0	0	0	0	0	25	0	13	0	2	31	0	0	0	28	4
2026 Existing Traffic	0	0	0	0	0	853	1	443	0	82	1067	0	0	0	967	129
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	0	0	0	0	107	0	56	0	10	134	0	0	0	121	16
Committed Projects																
Aqualine (Assume 100% Built-out)	0	0	0	0	0	36	0	0	0	25	33	0	0	0	33	0
Veridina East Village (Assume 100% Bu	0	0	0	0	0	179	0	0	0	0	77	0	0	0	74	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	70	0	0	0	0	6	0	0	0	18	0
Total Committed Traffic	0	0	0	0	0	285	0	0	0	25	116	0	0	0	125	0
2030 Background Traffic	0	0	0	0	0	1245	1	499	0	117	1317	0	0	0	1213	145
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(10%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	31	0	0	0	3	2	0	0	0	12	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	11	0	0	0	8	23	0	0	0	32	0
Total NE Pod Project Traffic	0	0	0	0	0	11	0	0	0	8	23	0	0	0	32	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	6	0	0	0	5	15	0	0	0	18	0
Total SE Pod Project Traffic	0	0	0	0	0	6	0	0	0	5	15	0	0	0	18	0
Total Project Traffic	0	0	0	0	0	48	0	0	0	16	40	0	0	0	62	0
2030 Buildout Total	0	0	0	0	0	1293	1	499	0	133	1357	0	0	0	1275	145
Approach Percent Impact	-				2.68%				3.76%				4.37%			

Overall Percent Impact (vs. Buildout) 3.5%

PM PEAK HOUR

PHF = 0.99

Description	US 1 SB On-Ramp Eastbound U-Turn	Left	Through	Right	US 1 SB Off-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	0	0	0	0	1165	0	457	0	123	890	0	0	0	1174	215
3% Growth to 2026	0	0	0	0	0	35	0	14	0	4	27	0	0	0	35	6
2026 Existing Traffic	0	0	0	0	0	1200	0	471	0	127	917	0	0	0	1209	221
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	0	0	0	0	151	0	59	0	16	115	0	0	0	152	28
Committed Projects																
Aqualine (Assume 100% Built-out)	0	0	0	0	0	85	0	0	0	32	59	0	0	0	79	0
Veridina East Village (Assume 100% Bu	0	0	0	0	0	263	0	0	0	0	75	0	0	0	96	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	25	0	0	0	0	14	0	0	0	6	0
Total Committed Traffic	0	0	0	0	0	373	0	0	0	32	148	0	0	0	181	0
2030 Background Traffic	0	0	0	0	0	1724	0	530	0	175	1180	0	0	0	1542	249
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(10%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	9	0	0	0	17	11	0	0	0	4	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	12	0	0	0	12	36	0	0	0	35	0
Total NE Pod Project Traffic	0	0	0	0	0	12	0	0	0	12	36	0	0	0	35	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	5	0	0	0	5	16	0	0	0	16	0
Total SE Pod Project Traffic	0	0	0	0	0	5	0	0	0	5	16	0	0	0	16	0
Total Project Traffic	0	0	0	0	0	26	0	0	0	34	63	0	0	0	55	0
2030 Buildout Total	0	0	0	0	0	1750	0	530	0	209	1243	0	0	0	1597	249
Approach Percent Impact	-				1.14%				6.68%				2.98%			

Overall Percent Impact (vs. Buildout) 3.2%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	5/20/2025
Ct. Peaks	7:00 - 8:00 AM; 4:30 - 5:30 PM
E/W Street:	US 1 NB Off-Ramp/US 1 NB On-Ramp
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR

PHF = 0.96

Description	US 1 NB Off-Ramp Eastbound U-Turn	Left	Through	Right	US 1 NB On-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	215	3	139	0	0	0	0	0	0	899	1011	0	351	1415	0
3% Growth to 2026	0	6	0	4	0	0	0	0	0	0	27	30	0	11	42	0
2026 Existing Traffic	0	221	3	143	0	0	0	0	0	0	926	1041	0	362	1457	0
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	28	0	18	0	0	0	0	0	0	116	131	0	45	183	0
Committed Projects																
Aqualine	0	0	0	19	0	0	0	0	0	0	58	44	0	0	69	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	77	248	0	0	253	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	6	24	0	0	88	0
Total Committed Traffic	0	0	0	19	0	0	0	0	0	0	141	316	0	0	410	0
2030 Background Traffic	0	249	3	180	0	0	0	0	0	0	1183	1488	0	407	2050	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(25%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	19	0	0	0	0	0	0	5	5	0	0	43	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	11	0	0	0	0	0	0	30	8	0	0	42	0
Total NE Pod Project Traffic	0	0	0	11	0	0	0	0	0	0	30	8	0	0	42	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	6	0	0	0	0	0	0	19	5	0	0	24	0
Total SE Pod Project Traffic	0	0	0	6	0	0	0	0	0	0	19	5	0	0	24	0
Total Project Traffic	0	0	0	36	0	0	0	0	0	0	54	18	0	0	109	0
2030 Buildout Total	0	249	3	216	0	0	0	0	0	0	1237	1506	0	407	2159	0
Approach Percent Impact		7.69%				-				2.62%				4.25%		

Overall Percent Impact (vs. Buildout) 3.8%

PM PEAK HOUR

PHF = 0.98

Description	US 1 NB Off-Ramp Eastbound U-Turn	Left	Through	Right	US 1 NB On-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	144	2	108	0	0	0	0	0	0	853	947	0	349	2055	0
3% Growth to 2026	0	4	0	3	0	0	0	0	0	0	26	28	0	10	62	0
2026 Existing Traffic	0	148	2	111	0	0	0	0	0	0	879	975	0	359	2117	0
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	19	0	14	0	0	0	0	0	0	110	122	0	45	266	0
Committed Projects																
Aqualine	0	0	0	43	0	0	0	0	0	0	91	63	0	0	165	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	75	195	0	0	359	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	14	54	0	0	32	0
Total Committed Traffic	0	0	0	43	0	0	0	0	0	0	180	312	0	0	556	0
2030 Background Traffic	0	167	2	168	0	0	0	0	0	0	1169	1409	0	404	2939	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(25%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	5	0	0	0	0	0	0	28	28	0	0	12	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	12	0	0	0	0	0	0	48	12	0	0	46	0
Total NE Pod Project Traffic	0	0	0	12	0	0	0	0	0	0	48	12	0	0	46	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	5	0	0	0	0	0	0	21	5	0	0	21	0
Total SE Pod Project Traffic	0	0	0	5	0	0	0	0	0	0	21	5	0	0	21	0
Total Project Traffic	0	0	0	22	0	0	0	0	0	0	97	45	0	0	79	0
2030 Buildout Total	0	167	2	190	0	0	0	0	0	0	1266	1454	0	404	3018	0
Approach Percent Impact		6.13%				-				5.22%				2.31%		

Overall Percent Impact (vs. Buildout) 3.7%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/U-Turn North of Williams Street
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	- Eastbound				U-Turn North of Williams Street Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	301	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	56	0	253	0	0	0	430	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	56	0	363	0	0	0	598	0
2030 Background Traffic	0	0	0	0	0	0	0	0	357	0	2816	0	0	0	2168	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	62	0	0	0	10	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	120	0	0	0	86	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	120	0	0	0	86	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	69	0	0	0	55	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	69	0	0	0	55	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	251	0	0	0	151	0
2030 Buildout Total	0	0	0	0	0	0	0	0	357	0	3067	0	0	0	2319	0
Approach Percent Impact		-				-				7.33%				6.51%		

Overall Percent Impact (vs. Buildout) 7.0%

PM PEAK HOUR
PHF =

Description	- Eastbound				U-Turn North of Williams Street Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	154	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	50	0	355	0	0	0	366	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	50	0	622	0	0	0	544	0
2030 Background Traffic	0	0	0	0	0	0	0	0	204	0	2519	0	0	0	3350	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	18	0	0	0	56	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	132	0	0	0	138	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	132	0	0	0	138	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	61	0	0	0	59	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	61	0	0	0	59	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	211	0	0	0	253	0
2030 Buildout Total	0	0	0	0	0	0	0	0	204	0	2730	0	0	0	3603	0
Approach Percent Impact		-				-				7.19%				7.02%		

Overall Percent Impact (vs. Buildout) 7.1%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Forest Light Way/Williams Street
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate: 3.0% **Existing Year:** 2026 0
Growth Factor: 0.126 **Buildout Year:** 2030 0

AM PEAK HOUR
PHF =

Description	Forest Light Way Eastbound U-Turn	Left	Through	Right	Williams Street Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	37	0	0	0	1156	0	38	1589	127	0	308	1527	36
Committed Projects																
Aqualine	0	0	0	0	0	0	0	38	0	0	42	0	0	35	45	0
Veridina East Village	0	0	0	338	0	0	0	86	0	252	223	51	0	9	293	176
NCC Phase 1 (Assume 50% Built-out)	0	0	0	45	0	0	0	0	0	43	30	0	0	0	0	88
Total Committed Traffic	0	0	0	383	0	0	0	124	0	295	295	51	0	44	338	264
2030 Background Traffic	0	0	0	420	0	0	0	1280	0	333	1884	178	0	352	1865	300
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	10%	0%	0%	40%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(10%)	(35%)	(5%)
Industrial Project Traffic	0	0	0	6	0	0	0	12	0	0	50	0	0	2	7	1
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
NE Retail Pod Project Traffic	0	0	0	25	0	0	0	42	0	0	78	0	0	30	38	18
Total NE Pod Project Traffic	0	0	0	25	0	0	0	42	0	0	78	0	0	30	38	18
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
SE Retail Pod Project Traffic	0	0	0	15	0	0	0	24	0	0	45	0	0	19	24	12
Total SE Pod Project Traffic	0	0	0	15	0	0	0	24	0	0	45	0	0	19	24	12
Total Project Traffic	0	0	0	46	0	0	0	78	0	0	173	0	0	51	69	31
2030 Buildout Total	0	0	0	466	0	0	0	1358	0	333	2057	178	0	403	1934	331
Approach Percent Impact		9.88%				5.74%				6.74%				5.66%		

Overall Percent Impact (vs. Buildout) 6.3%

PM PEAK HOUR
PHF =

Description	Forest Light Way Eastbound U-Turn	Left	Through	Right	Williams Street Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	74	0	0	0	615	0	23	1436	287	0	965	1970	25
Committed Projects																
Aqualine	0	0	0	0	0	0	0	97	0	0	102	0	0	71	75	0
Veridina East Village	0	0	0	340	0	0	0	107	0	359	299	41	0	25	242	125
NCC Phase 1 (Assume 50% Built-out)	0	0	0	101	0	0	0	0	0	15	68	0	0	0	0	32
Total Committed Traffic	0	0	0	441	0	0	0	204	0	374	469	41	0	96	317	157
2030 Background Traffic	0	0	0	515	0	0	0	819	0	397	1905	328	0	1061	2287	182
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	10%	0%	0%	40%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(10%)	(35%)	(5%)
Industrial Project Traffic	0	0	0	2	0	0	0	4	0	0	14	0	0	11	39	6
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
NE Retail Pod Project Traffic	0	0	0	28	0	0	0	46	0	0	86	0	0	48	61	29
Total NE Pod Project Traffic	0	0	0	28	0	0	0	46	0	0	86	0	0	48	61	29
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
SE Retail Pod Project Traffic	0	0	0	13	0	0	0	21	0	0	39	0	0	21	26	12
Total SE Pod Project Traffic	0	0	0	13	0	0	0	21	0	0	39	0	0	21	26	12
Total Project Traffic	0	0	0	43	0	0	0	71	0	0	139	0	0	80	126	47
2030 Buildout Total	0	0	0	558	0	0	0	890	0	397	2044	328	0	1141	2413	229
Approach Percent Impact		7.71%				7.98%				5.02%				6.69%		

Overall Percent Impact (vs. Buildout) 6.3%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	U-Turn South of Forest Light Way/-
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	U-Turn South of Forest Light Way Eastbound U-Turn	Left	Through	Right	- Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1745	0	18	0	1546	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	42	0	0	0	45	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	314	0	233	0	398	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	43	0	30	0	15	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	399	0	263	0	458	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2144	0	281	0	2004	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	5%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	43	0	6	0	7	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	53	0	25	0	38	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	53	0	25	0	38	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	30	0	15	0	24	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	30	0	15	0	24	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	126	0	46	0	69	0
2030 Buildout Total	0	0	0	0	0	0	0	0	0	0	2270	0	327	0	2073	0
Approach Percent Impact		-				-				5.55%				4.79%		

Overall Percent Impact (vs. Buildout) 5.2%

PM PEAK HOUR
PHF =

Description	U-Turn South of Forest Light Way Eastbound U-Turn	Left	Through	Right	- Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1709	0	37	0	2007	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	102	0	0	0	75	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	436	0	274		307	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	15	0	68	0	33	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	553	0	342	0	415	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2262	0	379	0	2422	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	5%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	12	0	2	0	39	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	58	0	28	0	61	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	58	0	28	0	61	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	27	0	13	0	26	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	27	0	13	0	26	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	97	0	43	0	126	0
2030 Buildout Total	0	0	0	0	0	0	0	0	0	0	2359	0	422	0	2548	0
Approach Percent Impact		-				-				4.11%				5.69%		

Overall Percent Impact (vs. Buildout) 5.0%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/Jessie Drive Extension
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59
Annual Growth Rate:	3.0%	**Existing Year:**	2026	0
Growth Factor:	0.126	**Buildout Year:**	2030	0

AM PEAK HOUR
PHF =

Description	- Eastbound				Jessie Drive Extension Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	266	0	0	0	277	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	376	0	0	0	445	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2829	0	0	0	2015	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	50%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	10	0	10	0	0	0	62	0	62	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	35%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	86	0	30	0	0	46	74	0	74	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-129	0	0	0	-86	0
Pass-By Capture Assignment	0	0	0	0	0	86	0	21	0	0	108	22	0	86	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	86	0	21	0	0	-21	22	0	86	-86	0
Total NE Pod Project Traffic	0	0	0	0	0	172	0	51	0	0	25	96	0	160	-86	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	55	0	34	0	0	0	69	0	42	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-23	0	0	0	-16	0
Pass-By Capture Assignment	0	0	0	0	0	15	0	23	0	0	0	23	0	16	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	15	0	23	0	0	-23	23	0	16	-16	0
Total SE Pod Project Traffic	0	0	0	0	0	70	0	57	0	0	-23	92	0	58	-16	0
Total Project Traffic	0	0	0	0	0	252	0	118	0	0	2	250	0	280	-102	0
2030 Buildout Total	0	0	0	0	0	252	0	118	0	0	2831	250	0	280	1913	0
Approach Percent Impact		-				100.00%				8.18%				8.12%		

Overall Percent Impact (vs. Buildout) 14.2%

PM PEAK HOUR
PHF =

Description	- Eastbound				Jessie Drive Extension Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	236	0	0	0	333	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	503	0	0	0	511	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2400	0	0	0	3317	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	50%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	56	0	56	0	0	0	18	0	18	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	35%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	138	0	48	0	0	51	81	0	81	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-111	0	0	0	-167	0
Pass-By Capture Assignment	0	0	0	0	0	167	0	28	0	0	83	28	0	167	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	167	0	28	0	0	-28	28	0	167	-167	0
Total NE Pod Project Traffic	0	0	0	0	0	305	0	76	0	0	23	109	0	248	-167	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	59	0	36	0	0	0	61	0	37	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-25	0	0	0	-37	0
Pass-By Capture Assignment	0	0	0	0	0	35	0	24	0	0	0	25	0	37	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	35	0	24	0	0	-25	25	0	37	-37	0
Total SE Pod Project Traffic	0	0	0	0	0	94	0	60	0	0	-25	86	0	74	-37	0
Total Project Traffic	0	0	0	0	0	455	0	192	0	0	-2	213	0	340	-204	0
2030 Buildout Total	0	0	0	0	0	455	0	192	0	0	2398	213	0	340	3113	0
Approach Percent Impact		-				100.00%				8.08%				3.94%		

Overall Percent Impact (vs. Buildout) 14.8%

k:\hsp_ldev\013805027 jessie commons\t4 - analysis\[jessiecommons-scen1-fm-2026tiadata.xlsx]int7-nc55@jessiedrext *3/4/26*

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/Site Access A (RIRO)
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	- Eastbound				Site Access A (RIRO) Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	266	0	0	0	277	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	376	0	0	0	445	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2829	0	0	0	2015	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	10	0	0	0	62	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(0%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	23	0	0	30	46	0	0	74	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-129	0	0	0	-86	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	107	0	0	21	108	0	0	86	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	107	0	0	-108	108	0	0	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	130	0	0	-78	154	0	0	74	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	34	0	0	0	42	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	34	0	0	0	42	0
Total Project Traffic	0	0	0	0	0	0	0	130	0	0	-34	154	0	0	178	0
2030 Buildout Total	0	0	0	0	0	0	0	130	0	0	2795	154	0	0	2193	0
Approach Percent Impact	-				100.00%				4.07%				8.12%			

Overall Percent Impact (vs. Buildout) 8.1%

PM PEAK HOUR
PHF =

Description	- Eastbound				Site Access A (RIRO) Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	236	0	0	0	333	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	503	0	0	0	511	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2400	0	0	0	3317	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	56	0	0	0	18	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(0%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	36	0	0	48	51	0	0	81	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-111	0	0	0	-167	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	84	0	0	28	83	0	0	167	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	84	0	0	-83	83	0	0	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	120	0	0	-35	134	0	0	81	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	36	0	0	0	37	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	36	0	0	0	37	0
Total Project Traffic	0	0	0	0	0	0	0	120	0	0	57	134	0	0	136	0
2030 Buildout Total	0	0	0	0	0	0	0	120	0	0	2457	134	0	0	3453	0
Approach Percent Impact	-				100.00%				7.37%				3.94%			

Overall Percent Impact (vs. Buildout) 7.3%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access B (RIRO)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access B (RIRO) Northbound				Site Access B (RIRO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	124	0	0	0	20	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(47%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(30%)
NE Retail Pod Project Traffic	0	0	147	0	0	0	71	0	0	0	0	0	0	0	0	45
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	108	0	0	0	21	0	0	0	0	0	0	0	0	86
Total NE Pod Pass-By Traffic	0	0	108	0	0	0	21	0	0	0	0	0	0	0	0	86
Total NE Pod Project Traffic	0	0	255	0	0	0	92	0	0	0	0	0	0	0	0	131
SE Retail Pod																
Percent Assignment Inbound	0%	0%	37%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(22%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	45	67	0	0	89	0	0	0	0	21	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	4	35	0	0	38	0	0	0	0	15	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	4	35	0	0	38	0	0	0	0	15	0	0	0	0
Total SE Pod Project Traffic	0	0	49	102	0	0	127	0	0	0	0	36	0	0	0	0
Total Project Traffic	0	0	428	102	0	0	239	0	0	0	0	36	0	0	0	131
2030 Buildout Total	0	0	428	102	0	0	239	0	0	0	0	36	0	0	0	131
Approach Percent Impact			100.00%				100.00%				100.00%				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access B (RIRO) Northbound				Site Access B (RIRO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	35	0	0	0	112	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(47%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(30%)
NE Retail Pod Project Traffic	0	0	162	0	0	0	114	0	0	0	0	0	0	0	0	73
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	195	0	0	0	98	0	0	0	0	0	0	0	0	98
Total NE Pod Pass-By Traffic	0	0	195	0	0	0	98	0	0	0	0	0	0	0	0	98
Total NE Pod Project Traffic	0	0	357	0	0	0	212	0	0	0	0	0	0	0	0	171
SE Retail Pod																
Percent Assignment Inbound	0%	0%	37%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(22%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	39	59	0	0	95	0	0	0	0	23	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	25	37	0	0	59	0	0	0	0	24	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	25	37	0	0	59	0	0	0	0	24	0	0	0	0
Total SE Pod Project Traffic	0	0	64	96	0	0	154	0	0	0	0	47	0	0	0	0
Total Project Traffic	0	0	456	96	0	0	478	0	0	0	0	47	0	0	0	171
2030 Buildout Total	0	0	456	96	0	0	478	0	0	0	0	47	0	0	0	171
Approach Percent Impact			100.00%				100.00%				100.00%				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access C (Full-Movement)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access C (Full-Movement) Northbound				Site Access C (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	124	0	0	0	20	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	70%	0%	0%	0%	0%	0%	3%	0%	0%	5%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(3%)	(5%)	(47%)
NE Retail Pod Project Traffic	0	147	0	0	0	0	0	6	0	0	11	0	0	5	8	71
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Total NE Pod Pass-By Traffic	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Total NE Pod Project Traffic	0	255	0	0	0	0	0	6	0	0	11	0	0	5	8	92
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	37%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%
Percent Assignment Outbound	(22%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(70%)	(5%)	(3%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	21	0	0	45	0	4	0	0	0	68	5	3	0	0	6	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	15	0	0	4	0	0	0	0	0	23	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	15	0	0	4	0	0	0	0	0	23	0	0	0	0	0	0
Total SE Pod Project Traffic	36	0	0	49	0	4	0	0	0	91	5	3	0	0	6	0
Total Project Traffic	36	255	124	49	0	4	20	6	0	91	16	3	0	5	14	92
2030 Buildout Total	36	255	124	49	0	4	20	6	0	91	16	3	0	5	14	92
Approach Percent Impact		100.00%				100.00%				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access C (Full-Movement) Northbound				Site Access C (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	35	0	0	0	112	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	70%	0%	0%	0%	0%	0%	3%	0%	0%	5%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(3%)	(5%)	(47%)
NE Retail Pod Project Traffic	0	162	0	0	0	0	0	7	0	0	12	0	0	7	12	114
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	195	0	0	0	0	0	0	0	0	0	0	0	0	0	98
Total NE Pod Pass-By Traffic	0	195	0	0	0	0	0	0	0	0	0	0	0	0	0	98
Total NE Pod Project Traffic	0	357	0	0	0	0	0	7	0	0	12	0	0	7	12	212
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	37%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%
Percent Assignment Outbound	(22%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(70%)	(5%)	(3%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	23	0	0	39	0	3	0	0	0	73	5	3	0	0	5	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	24	0	0	25	0	0	0	0	0	35	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	24	0	0	25	0	0	0	0	0	35	0	0	0	0	0	0
Total SE Pod Project Traffic	47	0	0	64	0	3	0	0	0	108	5	3	0	0	5	0
Total Project Traffic	47	357	35	64	0	3	112	7	0	108	17	3	0	7	17	212
2030 Buildout Total	47	357	35	64	0	3	112	7	0	108	17	3	0	7	17	212
Approach Percent Impact		100.00%				100.00%				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension /Jessie Drive Extension
N/S Street:	-/Site Access D (RO)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59
Annual Growth Rate:	3.0%	**Existing Year:**	2026	0
Growth Factor:	0.126	**Buildout Year:**	2030	0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				- Northbound				Site Access D (RO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)
Industrial Project Traffic	0	0	124	0	0	0	10	0	0	0	0	0	0	0	0	10
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	5	0	0	0	4	0	0	0	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	0	5	0	0	0	4	0	0	0	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Total Project Traffic	0	0	132	0	0	0	16	0	0	0	0	0	0	0	0	13
2030 Buildout Total	0	0	132	0	0	0	16	0	0	0	0	0	0	0	0	13
Approach Percent Impact			100.00%				100.00%				-				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				- Northbound				Site Access D (RO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)
Industrial Project Traffic	0	0	35	0	0	0	56	0	0	0	0	0	0	0	0	56
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	7	0	0	0	5	0	0	0	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	0	7	0	0	0	5	0	0	0	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Total Project Traffic	0	0	45	0	0	0	63	0	0	0	0	0	0	0	0	59
2030 Buildout Total	0	0	45	0	0	0	63	0	0	0	0	0	0	0	0	59
Approach Percent Impact			100.00%				100.00%				-				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access E (Full-Movement)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access E (Full-Movement) Northbound				Site Access E (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)
Industrial Project Traffic	0	81	0	43	0	0	0	0	0	7	0	0	0	0	0	3
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	3	0	2	0	0	0	0	0	2	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	3	0	2	0	0	0	0	0	2	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Total Project Traffic	0	86	0	46	0	0	0	0	0	10	0	0	0	0	0	6
2030 Buildout Total	0	86	0	46	0	0	0	0	0	10	0	0	0	0	0	6
Approach Percent Impact		100.00%				-				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access E (Full-Movement) Northbound				Site Access E (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)
Industrial Project Traffic	0	23	0	12	0	0	0	0	0	39	0	0	0	0	0	17
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	5	0	2	0	0	0	0	0	2	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	5	0	2	0	0	0	0	0	2	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Total Project Traffic	0	30	0	15	0	0	0	0	0	42	0	0	0	0	0	20
2030 Buildout Total	0	30	0	15	0	0	0	0	0	42	0	0	0	0	0	20
Approach Percent Impact		100.00%				-				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

Appendix F:
Intersection Spreadsheets –
Access Scenario 2

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	5/20/2025
Ct. Peaks	7:15 - 8:15 AM; 4:45 - 5:45 PM
E/W Street:	US 1 SB On-Ramp/US 1 SB Off-Ramp
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR

PHF = 0.90

Description	US 1 SB On-Ramp Eastbound U-Turn	Left	Through	Right	US 1 SB Off-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	0	0	0	0	828	1	430	0	80	1036	0	0	0	939	125
3% Growth to 2026	0	0	0	0	0	25	0	13	0	2	31	0	0	0	28	4
2026 Existing Traffic	0	0	0	0	0	853	1	443	0	82	1067	0	0	0	967	129
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	0	0	0	0	107	0	56	0	10	134	0	0	0	121	16
Committed Projects																
Aqualine (Assume 100% Built-out)	0	0	0	0	0	36	0	0	0	25	33	0	0	0	33	0
Veridina East Village (Assume 100% Bu	0	0	0	0	0	179	0	0	0	0	77	0	0	0	74	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	70	0	0	0	0	6	0	0	0	18	0
Total Committed Traffic	0	0	0	0	0	285	0	0	0	25	116	0	0	0	125	0
2030 Background Traffic	0	0	0	0	0	1245	1	499	0	117	1317	0	0	0	1213	145
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(10%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	31	0	0	0	3	2	0	0	0	12	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	11	0	0	0	8	23	0	0	0	32	0
Total NE Pod Project Traffic	0	0	0	0	0	11	0	0	0	8	23	0	0	0	32	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	6	0	0	0	5	15	0	0	0	18	0
Total SE Pod Project Traffic	0	0	0	0	0	6	0	0	0	5	15	0	0	0	18	0
Total Project Traffic	0	0	0	0	0	48	0	0	0	16	40	0	0	0	62	0
2030 Buildout Total	0	0	0	0	0	1293	1	499	0	133	1357	0	0	0	1275	145
Approach Percent Impact	-				2.68%				3.76%				4.37%			

Overall Percent Impact (vs. Buildout) 3.5%

PM PEAK HOUR

PHF = 0.99

Description	US 1 SB On-Ramp Eastbound U-Turn	Left	Through	Right	US 1 SB Off-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	0	0	0	0	1165	0	457	0	123	890	0	0	0	1174	215
3% Growth to 2026	0	0	0	0	0	35	0	14	0	4	27	0	0	0	35	6
2026 Existing Traffic	0	0	0	0	0	1200	0	471	0	127	917	0	0	0	1209	221
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	0	0	0	0	151	0	59	0	16	115	0	0	0	152	28
Committed Projects																
Aqualine (Assume 100% Built-out)	0	0	0	0	0	85	0	0	0	32	59	0	0	0	79	0
Veridina East Village (Assume 100% Bu	0	0	0	0	0	263	0	0	0	0	75	0	0	0	96	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	25	0	0	0	0	14	0	0	0	6	0
Total Committed Traffic	0	0	0	0	0	373	0	0	0	32	148	0	0	0	181	0
2030 Background Traffic	0	0	0	0	0	1724	0	530	0	175	1180	0	0	0	1542	249
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(10%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	9	0	0	0	17	11	0	0	0	4	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	12	0	0	0	12	36	0	0	0	35	0
Total NE Pod Project Traffic	0	0	0	0	0	12	0	0	0	12	36	0	0	0	35	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(5%)	(15%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	5	0	0	0	5	16	0	0	0	16	0
Total SE Pod Project Traffic	0	0	0	0	0	5	0	0	0	5	16	0	0	0	16	0
Total Project Traffic	0	0	0	0	0	26	0	0	0	34	63	0	0	0	55	0
2030 Buildout Total	0	0	0	0	0	1750	0	530	0	209	1243	0	0	0	1597	249
Approach Percent Impact	-				1.14%				6.68%				2.98%			

Overall Percent Impact (vs. Buildout) 3.2%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	5/20/2025
Ct. Peaks	7:00 - 8:00 AM; 4:30 - 5:30 PM
E/W Street:	US 1 NB Off-Ramp/US 1 NB On-Ramp
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR

PHF = 0.96

Description	US 1 NB Off-Ramp Eastbound U-Turn	Left	Through	Right	US 1 NB On-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	215	3	139	0	0	0	0	0	0	899	1011	0	351	1415	0
3% Growth to 2026	0	6	0	4	0	0	0	0	0	0	27	30	0	11	42	0
2026 Existing Traffic	0	221	3	143	0	0	0	0	0	0	926	1041	0	362	1457	0
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	28	0	18	0	0	0	0	0	0	116	131	0	45	183	0
Committed Projects																
Aqualine	0	0	0	19	0	0	0	0	0	0	58	44	0	0	69	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	77	248	0	0	253	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	6	24	0	0	88	0
Total Committed Traffic	0	0	0	19	0	0	0	0	0	0	141	316	0	0	410	0
2030 Background Traffic	0	249	3	180	0	0	0	0	0	0	1183	1488	0	407	2050	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(25%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	19	0	0	0	0	0	0	5	5	0	0	43	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	11	0	0	0	0	0	0	30	8	0	0	42	0
Total NE Pod Project Traffic	0	0	0	11	0	0	0	0	0	0	30	8	0	0	42	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	6	0	0	0	0	0	0	19	5	0	0	24	0
Total SE Pod Project Traffic	0	0	0	6	0	0	0	0	0	0	19	5	0	0	24	0
Total Project Traffic	0	0	0	36	0	0	0	0	0	0	54	18	0	0	109	0
2030 Buildout Total	0	249	3	216	0	0	0	0	0	0	1237	1506	0	407	2159	0
Approach Percent Impact		7.69%				-				2.62%				4.25%		

Overall Percent Impact (vs. Buildout) 3.8%

PM PEAK HOUR

PHF = 0.98

Description	US 1 NB Off-Ramp Eastbound U-Turn	Left	Through	Right	US 1 NB On-Ramp Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2026 Traffic Count	0	144	2	108	0	0	0	0	0	0	853	947	0	349	2055	0
3% Growth to 2026	0	4	0	3	0	0	0	0	0	0	26	28	0	10	62	0
2026 Existing Traffic	0	148	2	111	0	0	0	0	0	0	879	975	0	359	2117	0
Growth Factor (0.03 per year)	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126	0.126
2030 Background Growth	0	19	0	14	0	0	0	0	0	0	110	122	0	45	266	0
Committed Projects																
Aqualine	0	0	0	43	0	0	0	0	0	0	91	63	0	0	165	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	75	195	0	0	359	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	14	54	0	0	32	0
Total Committed Traffic	0	0	0	43	0	0	0	0	0	0	180	312	0	0	556	0
2030 Background Traffic	0	167	2	168	0	0	0	0	0	0	1169	1409	0	404	2939	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(25%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	5	0	0	0	0	0	0	28	28	0	0	12	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	12	0	0	0	0	0	0	48	12	0	0	46	0
Total NE Pod Project Traffic	0	0	0	12	0	0	0	0	0	0	48	12	0	0	46	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(5%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	5	0	0	0	0	0	0	21	5	0	0	21	0
Total SE Pod Project Traffic	0	0	0	5	0	0	0	0	0	0	21	5	0	0	21	0
Total Project Traffic	0	0	0	22	0	0	0	0	0	0	97	45	0	0	79	0
2030 Buildout Total	0	167	2	190	0	0	0	0	0	0	1266	1454	0	404	3018	0
Approach Percent Impact		6.13%				-				5.22%				2.31%		

Overall Percent Impact (vs. Buildout) 3.7%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/U-Turn North of Williams Street
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	- Eastbound U-Turn	Left	Through	Right	U-Turn North of Williams Street Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	301	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	56	0	253	0	0	0	430	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	56	0	363	0	0	0	598	0
2030 Background Traffic	0	0	0	0	0	0	0	0	357	0	2816	0	0	0	2168	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	62	0	0	0	10	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	120	0	0	0	86	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	120	0	0	0	86	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	69	0	0	0	55	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	69	0	0	0	55	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	251	0	0	0	151	0
2030 Buildout Total	0	0	0	0	0	0	0	0	357	0	3067	0	0	0	2319	0
Approach Percent Impact		-				-				7.33%				6.51%		

Overall Percent Impact (vs. Buildout) 7.0%

PM PEAK HOUR
PHF =

Description	- Eastbound U-Turn	Left	Through	Right	U-Turn North of Williams Street Westbound U-Turn	Left	Through	Right	NC 55 Northbound U-Turn	Left	Through	Right	NC 55 Southbound U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	154	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	50	0	355	0	0	0	366	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	50	0	622	0	0	0	544	0
2030 Background Traffic	0	0	0	0	0	0	0	0	204	0	2519	0	0	0	3350	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	18	0	0	0	56	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	132	0	0	0	138	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	132	0	0	0	138	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	61	0	0	0	59	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	61	0	0	0	59	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	211	0	0	0	253	0
2030 Buildout Total	0	0	0	0	0	0	0	0	204	0	2730	0	0	0	3603	0
Approach Percent Impact		-				-				7.19%				7.02%		

Overall Percent Impact (vs. Buildout) 7.1%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Forest Light Way/Williams Street
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate: 3.0% **Existing Year:** 2026 0
Growth Factor: 0.126 **Buildout Year:** 2030 0

AM PEAK HOUR
PHF =

Description	Forest Light Way Eastbound				Williams Street Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	37	0	0	0	1156	0	38	1589	127	0	308	1527	36
Committed Projects																
Aqualine	0	0	0	0	0	0	0	38	0	0	42	0	0	35	45	0
Veridina East Village	0	0	0	338	0	0	0	86	0	252	223	51	0	9	293	176
NCC Phase 1 (Assume 50% Built-out)	0	0	0	45	0	0	0	0	0	43	30	0	0	0	0	88
Total Committed Traffic	0	0	0	383	0	0	0	124	0	295	295	51	0	44	338	264
2030 Background Traffic	0	0	0	420	0	0	0	1280	0	333	1884	178	0	352	1865	300
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	10%	0%	0%	40%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(10%)	(35%)	(5%)
Industrial Project Traffic	0	0	0	6	0	0	0	12	0	0	50	0	0	2	7	1
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
NE Retail Pod Project Traffic	0	0	0	25	0	0	0	42	0	0	78	0	0	30	38	18
Total NE Pod Project Traffic	0	0	0	25	0	0	0	42	0	0	78	0	0	30	38	18
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
SE Retail Pod Project Traffic	0	0	0	15	0	0	0	24	0	0	45	0	0	19	24	12
Total SE Pod Project Traffic	0	0	0	15	0	0	0	24	0	0	45	0	0	19	24	12
Total Project Traffic	0	0	0	46	0	0	0	78	0	0	173	0	0	51	69	31
2030 Buildout Total	0	0	0	466	0	0	0	1358	0	333	2057	178	0	403	1934	331
Approach Percent Impact	9.88%				5.74%				6.74%				5.66%			

Overall Percent Impact (vs. Buildout) 6.3%

PM PEAK HOUR
PHF =

Description	Forest Light Way Eastbound				Williams Street Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	74	0	0	0	615	0	23	1436	287	0	965	1970	25
Committed Projects																
Aqualine	0	0	0	0	0	0	0	97	0	0	102	0	0	71	75	0
Veridina East Village	0	0	0	340	0	0	0	107	0	359	299	41	0	25	242	125
NCC Phase 1 (Assume 50% Built-out)	0	0	0	101	0	0	0	0	0	15	68	0	0	0	0	32
Total Committed Traffic	0	0	0	441	0	0	0	204	0	374	469	41	0	96	317	157
2030 Background Traffic	0	0	0	515	0	0	0	819	0	397	1905	328	0	1061	2287	182
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	5%	0%	0%	0%	10%	0%	0%	40%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(10%)	(35%)	(5%)
Industrial Project Traffic	0	0	0	2	0	0	0	4	0	0	14	0	0	11	39	6
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
NE Retail Pod Project Traffic	0	0	0	28	0	0	0	46	0	0	86	0	0	48	61	29
Total NE Pod Project Traffic	0	0	0	28	0	0	0	46	0	0	86	0	0	48	61	29
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	12%	0%	0%	0%	20%	0%	0%	37%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(20%)	(25%)	(12%)
SE Retail Pod Project Traffic	0	0	0	13	0	0	0	21	0	0	39	0	0	21	26	12
Total SE Pod Project Traffic	0	0	0	13	0	0	0	21	0	0	39	0	0	21	26	12
Total Project Traffic	0	0	0	43	0	0	0	71	0	0	139	0	0	80	126	47
2030 Buildout Total	0	0	0	558	0	0	0	890	0	397	2044	328	0	1141	2413	229
Approach Percent Impact	7.71%				7.98%				5.02%				6.69%			

Overall Percent Impact (vs. Buildout) 6.3%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	U-Turn South of Forest Light Way/-
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	U-Turn South of Forest Light Way Eastbound U-Turn	Eastbound Left	Eastbound Through	Eastbound Right	- Westbound U-Turn	Westbound Left	Westbound Through	Westbound Right	NC 55 Northbound U-Turn	Northbound Left	Northbound Through	Northbound Right	NC 55 Southbound U-Turn	Southbound Left	Southbound Through	Southbound Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1745	0	18	0	1546	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	42	0	0	0	45	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	314	0	233	0	398	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	43	0	30	0	15	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	399	0	263	0	458	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2144	0	281	0	2004	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	5%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	43	0	6	0	7	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	53	0	25	0	38	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	53	0	25	0	38	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	30	0	15	0	24	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	30	0	15	0	24	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	126	0	46	0	69	0
2030 Buildout Total	0	0	0	0	0	0	0	0	0	0	2270	0	327	0	2073	0
Approach Percent Impact		-				-				5.55%				4.79%		

Overall Percent Impact (vs. Buildout) 5.2%

PM PEAK HOUR
PHF =

Description	U-Turn South of Forest Light Way Eastbound U-Turn	Eastbound Left	Eastbound Through	Eastbound Right	- Westbound U-Turn	Westbound Left	Westbound Through	Westbound Right	NC 55 Northbound U-Turn	Northbound Left	Northbound Through	Northbound Right	NC 55 Southbound U-Turn	Southbound Left	Southbound Through	Southbound Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1709	0	37	0	2007	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	102	0	0	0	75	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	436	0	274		307	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	15	0	68	0	33	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	553	0	342	0	415	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2262	0	379	0	2422	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%	5%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	0	0	12	0	2	0	39	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	58	0	28	0	61	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	58	0	28	0	61	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	12%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(25%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	27	0	13	0	26	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	0	0	27	0	13	0	26	0
Total Project Traffic	0	0	0	0	0	0	0	0	0	0	97	0	43	0	126	0
2030 Buildout Total	0	0	0	0	0	0	0	0	0	0	2359	0	422	0	2548	0
Approach Percent Impact		-				-				4.11%				5.69%		

Overall Percent Impact (vs. Buildout) 5.0%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/Jessie Drive Extension
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59
Annual Growth Rate:	3.0%	**Existing Year:**	2026	0
Growth Factor:	0.126	**Buildout Year:**	2030	0

AM PEAK HOUR
PHF =

Description	- Eastbound				Jessie Drive Extension Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	266	0	0	0	277	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	376	0	0	0	445	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2829	0	0	0	2015	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	50%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	20	0	0	0	62	0	62	10	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	35%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(77%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	116	0	0	46	74	0	74	86	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-129	0	0	0	-86	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	107	0	0	108	22	0	86	86	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	107	0	0	-21	22	0	86	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	223	0	0	25	96	0	160	86	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	89	0	0	0	69	0	42	55	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-23	0	0	0	-16	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	38	0	0	0	23	0	16	15	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	38	0	0	-23	23	0	16	-1	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	127	0	0	-23	92	0	58	54	0
Total Project Traffic	0	0	0	0	0	0	0	370	0	0	2	250	0	280	150	0
2030 Buildout Total	0	0	0	0	0	0	0	370	0	0	2831	250	0	280	2165	0
Approach Percent Impact		-				100.00%				8.18%				17.59%		

Overall Percent Impact (vs. Buildout) 17.8%

PM PEAK HOUR
PHF =

Description	- Eastbound				Jessie Drive Extension Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	236	0	0	0	333	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	503	0	0	0	511	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2400	0	0	0	3317	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%	50%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	112	0	0	0	18	0	18	56	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	35%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(77%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	186	0	0	51	81	0	81	138	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-111	0	0	0	-167	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	195	0	0	83	28	0	167	167	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	195	0	0	-28	28	0	167	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	381	0	0	23	109	0	248	138	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	57%	0%	35%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	95	0	0	0	61	0	37	59	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-25	0	0	0	-37	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	59	0	0	0	25	0	37	35	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	59	0	0	-25	25	0	37	-2	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	154	0	0	-25	86	0	74	57	0
Total Project Traffic	0	0	0	0	0	0	0	647	0	0	-2	213	0	340	251	0
2030 Buildout Total	0	0	0	0	0	0	0	647	0	0	2398	213	0	340	3568	0
Approach Percent Impact		-				100.00%				8.08%				15.12%		

Overall Percent Impact (vs. Buildout) 20.2%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	-/Site Access A (RIRO)
N/S Street:	NC 55

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59
Annual Growth Rate:	3.0%	**Existing Year:**	2026	0
Growth Factor:	0.126	**Buildout Year:**	2030	0

AM PEAK HOUR
PHF =

Description	- Eastbound				Site Access A (RIRO) Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	2453	0	0	0	1570	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	80	0	0	0	80	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	266	0	0	0	277	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	30	0	0	0	88	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	376	0	0	0	445	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2829	0	0	0	2015	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	10	0	10	0	0	0	62	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(57%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	23	86	0	30	46	0	0	74	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-129	0	0	0	-86	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	107	86	0	21	108	0	0	86	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	107	86	0	-108	108	0	0	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	130	172	0	-78	154	0	0	74	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	55	0	34	0	0	0	42	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	70	0	34	0	0	0	42	0
Total Project Traffic	0	0	0	0	0	0	0	130	252	0	-34	154	0	0	178	0
2030 Buildout Total	0	0	0	0	0	0	0	130	252	0	2795	154	0	0	2193	0
Approach Percent Impact		-				100.00%				11.62%				8.12%		

Overall Percent Impact (vs. Buildout) 12.3%

PM PEAK HOUR
PHF =

Description	- Eastbound				Site Access A (RIRO) Westbound				NC 55 Northbound				NC 55 Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	1897	0	0	0	2806	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	199	0	0	0	146	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	236	0	0	0	333	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	68	0	0	0	32	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	503	0	0	0	511	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	2400	0	0	0	3317	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	0	0	0	0	0	0	56	0	56	0	0	0	18	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	22%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)	(57%)	(0%)	(20%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	0	0	0	0	0	36	138	0	48	51	0	0	81	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	-111	0	0	0	-167	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	84	167	0	28	83	0	0	167	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	84	167	0	-83	83	0	0	0	0
Total NE Pod Project Traffic	0	0	0	0	0	0	0	120	305	0	-35	134	0	0	81	0
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(57%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	0	0	0	0	0	0	59	0	36	0	0	0	37	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	0	0	0	0	0	0	94	0	36	0	0	0	37	0
Total Project Traffic	0	0	0	0	0	0	0	120	455	0	57	134	0	0	136	0
2030 Buildout Total	0	0	0	0	0	0	0	120	455	0	2457	134	0	0	3453	0
Approach Percent Impact		-				100.00%				21.21%				3.94%		

Overall Percent Impact (vs. Buildout) 13.6%

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INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access B (RIRO)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access B (RIRO) Northbound				Site Access B (RIRO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	124	0	0	0	20	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(47%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(30%)
NE Retail Pod Project Traffic	0	0	147	0	0	0	71	0	0	0	0	0	0	0	0	45
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	108	0	0	0	21	0	0	0	0	0	0	0	0	86
Total NE Pod Pass-By Traffic	0	0	108	0	0	0	21	0	0	0	0	0	0	0	0	86
Total NE Pod Project Traffic	0	0	255	0	0	0	92	0	0	0	0	0	0	0	0	131
SE Retail Pod																
Percent Assignment Inbound	0%	0%	37%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(22%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	45	67	0	0	89	0	0	0	0	21	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	4	35	0	0	38	0	0	0	0	15	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	4	35	0	0	38	0	0	0	0	15	0	0	0	0
Total SE Pod Project Traffic	0	0	49	102	0	0	127	0	0	0	0	36	0	0	0	0
Total Project Traffic	0	0	428	102	0	0	239	0	0	0	0	36	0	0	0	131
2030 Buildout Total	0	0	428	102	0	0	239	0	0	0	0	36	0	0	0	131
Approach Percent Impact			100.00%				100.00%				100.00%				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access B (RIRO) Northbound				Site Access B (RIRO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	35	0	0	0	112	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	0%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(47%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(30%)
NE Retail Pod Project Traffic	0	0	162	0	0	0	114	0	0	0	0	0	0	0	0	73
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	195	0	0	0	98	0	0	0	0	0	0	0	0	98
Total NE Pod Pass-By Traffic	0	0	195	0	0	0	98	0	0	0	0	0	0	0	0	98
Total NE Pod Project Traffic	0	0	357	0	0	0	212	0	0	0	0	0	0	0	0	171
SE Retail Pod																
Percent Assignment Inbound	0%	0%	37%	55%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(92%)	(0%)	(0%)	(0%)	(0%)	(22%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	39	59	0	0	95	0	0	0	0	23	0	0	0	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	25	37	0	0	59	0	0	0	0	24	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	25	37	0	0	59	0	0	0	0	24	0	0	0	0
Total SE Pod Project Traffic	0	0	64	96	0	0	154	0	0	0	0	47	0	0	0	0
Total Project Traffic	0	0	456	96	0	0	478	0	0	0	0	47	0	0	0	171
2030 Buildout Total	0	0	456	96	0	0	478	0	0	0	0	47	0	0	0	171
Approach Percent Impact			100.00%				100.00%				100.00%				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access C (Full-Movement)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access C (Full-Movement) Northbound				Site Access C (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	124	0	0	0	20	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	70%	0%	0%	0%	0%	0%	3%	0%	0%	5%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(3%)	(5%)	(47%)
NE Retail Pod Project Traffic	0	147	0	0	0	0	0	6	0	0	11	0	0	5	8	71
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Total NE Pod Pass-By Traffic	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	21
Total NE Pod Project Traffic	0	255	0	0	0	0	0	6	0	0	11	0	0	5	8	92
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	37%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%
Percent Assignment Outbound	(22%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(70%)	(5%)	(3%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	21	0	0	45	0	4	0	0	0	68	5	3	0	0	6	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	15	0	0	4	0	0	0	0	0	23	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	15	0	0	4	0	0	0	0	0	23	0	0	0	0	0	0
Total SE Pod Project Traffic	36	0	0	49	0	4	0	0	0	91	5	3	0	0	6	0
Total Project Traffic	36	255	124	49	0	4	20	6	0	91	16	3	0	5	14	92
2030 Buildout Total	36	255	124	49	0	4	20	6	0	91	16	3	0	5	14	92
Approach Percent Impact		100.00%				100.00%				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access C (Full-Movement) Northbound				Site Access C (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(100%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
Industrial Project Traffic	0	0	35	0	0	0	112	0	0	0	0	0	0	0	0	0
NE Retail Pod																
Percent Assignment Inbound	0%	70%	0%	0%	0%	0%	0%	3%	0%	0%	5%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(3%)	(5%)	(47%)
NE Retail Pod Project Traffic	0	162	0	0	0	0	0	7	0	0	12	0	0	7	12	114
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	195	0	0	0	0	0	0	0	0	0	0	0	0	0	98
Total NE Pod Pass-By Traffic	0	195	0	0	0	0	0	0	0	0	0	0	0	0	0	98
Total NE Pod Project Traffic	0	357	0	0	0	0	0	7	0	0	12	0	0	7	12	212
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	37%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%
Percent Assignment Outbound	(22%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(70%)	(5%)	(3%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	23	0	0	39	0	3	0	0	0	73	5	3	0	0	5	0
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	24	0	0	25	0	0	0	0	0	35	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	24	0	0	25	0	0	0	0	0	35	0	0	0	0	0	0
Total SE Pod Project Traffic	47	0	0	64	0	3	0	0	0	108	5	3	0	0	5	0
Total Project Traffic	47	357	35	64	0	3	112	7	0	108	17	3	0	7	17	212
2030 Buildout Total	47	357	35	64	0	3	112	7	0	108	17	3	0	7	17	212
Approach Percent Impact		100.00%				100.00%				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension /Jessie Drive Extension
N/S Street:	-/Site Access D (RO)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59
Annual Growth Rate:	3.0%	**Existing Year:**	2026	0
Growth Factor:	0.126	**Buildout Year:**	2030	0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				- Northbound				Site Access D (RO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)
Industrial Project Traffic	0	0	124	0	0	0	10	0	0	0	0	0	0	0	0	10
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	5	0	0	0	4	0	0	0	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	0	5	0	0	0	4	0	0	0	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Total Project Traffic	0	0	132	0	0	0	16	0	0	0	0	0	0	0	0	13
2030 Buildout Total	0	0	132	0	0	0	16	0	0	0	0	0	0	0	0	13
Approach Percent Impact			100.00%				100.00%				-				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				- Northbound				Site Access D (RO) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(50%)
Industrial Project Traffic	0	0	35	0	0	0	56	0	0	0	0	0	0	0	0	56
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	0	7	0	0	0	5	0	0	0	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	0	7	0	0	0	5	0	0	0	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(0%)	(3%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	0	3	0	0	0	2	0	0	0	0	0	0	0	0	1
Total Project Traffic	0	0	45	0	0	0	63	0	0	0	0	0	0	0	0	59
2030 Buildout Total	0	0	45	0	0	0	63	0	0	0	0	0	0	0	0	59
Approach Percent Impact			100.00%				100.00%				-				100.00%	

Overall Percent Impact (vs. Buildout) 100.0%

INTERSECTION ANALYSIS SHEET

Project:	Jessie Commons
Location:	Apex, NC
Scenario:	Jessie Dr Ext. Full-Mvmt.
Ct. Date	2030 Forecast Vols with HL-0007
Ct. Peaks	N/A
E/W Street:	Jessie Drive Extension
N/S Street:	Site Access E (Full-Movement)

	AM In	AM Out	PM In	PM Out
Industrial (E Pod) New Trips:	124	20	35	112
NE Retail Pod New Trips:	210	151	232	242
NE Retail Pod Pass-By Trips:	215	214	278	279
SE Retail Pod New Trips:	121	97	107	104
SE Retail Pod Pass-By Trips:	39	38	62	59

Annual Growth Rate:	3.0%	**Existing Year:**	2026 0
Growth Factor:	0.126	**Buildout Year:**	2030 0

AM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access E (Full-Movement) Northbound				Site Access E (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)
Industrial Project Traffic	0	81	0	43	0	0	0	0	0	7	0	0	0	0	0	3
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	3	0	2	0	0	0	0	0	2	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	3	0	2	0	0	0	0	0	2	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Total Project Traffic	0	86	0	46	0	0	0	0	0	10	0	0	0	0	0	6
2030 Buildout Total	0	86	0	46	0	0	0	0	0	10	0	0	0	0	0	6
Approach Percent Impact		100.00%				-				100.00%				100.00%		

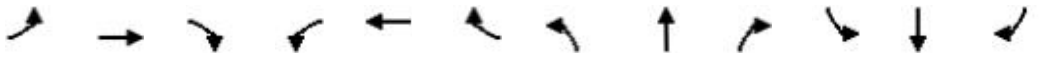
Overall Percent Impact (vs. Buildout) 100.0%

PM PEAK HOUR
PHF =

Description	Jessie Drive Extension Eastbound				Jessie Drive Extension Westbound				Site Access E (Full-Movement) Northbound				Site Access E (Full-Movement) Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
2030 Forecast Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Committed Projects																
Aqualine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veridina East Village	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NCC Phase 1 (Assume 50% Built-out)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Committed Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030 Background Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Traffic																
Industrial (E Pod)																
Percent Assignment Inbound	0%	65%	0%	35%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Percent Assignment Outbound	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(35%)	(0%)	(0%)	(0%)	(0%)	(0%)	(15%)
Industrial Project Traffic	0	23	0	12	0	0	0	0	0	39	0	0	0	0	0	17
NE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
NE Retail Pod Project Traffic	0	5	0	2	0	0	0	0	0	2	0	0	0	0	0	2
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total NE Pod Project Traffic	0	5	0	2	0	0	0	0	0	2	0	0	0	0	0	2
SE Retail Pod																
Percent Assignment Inbound	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	1%
Percent Assignment Outbound	(0%)	(2%)	(0%)	(1%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)	(0%)
SE Retail Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Pass-By Capture Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-By Capture Assignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Pass-By Traffic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total SE Pod Project Traffic	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	1
Total Project Traffic	0	30	0	15	0	0	0	0	0	42	0	0	0	0	0	20
2030 Buildout Total	0	30	0	15	0	0	0	0	0	42	0	0	0	0	0	20
Approach Percent Impact		100.00%				-				100.00%				100.00%		

Overall Percent Impact (vs. Buildout) 100.0%

Appendix G:
Synchro Output:
Existing (2026)



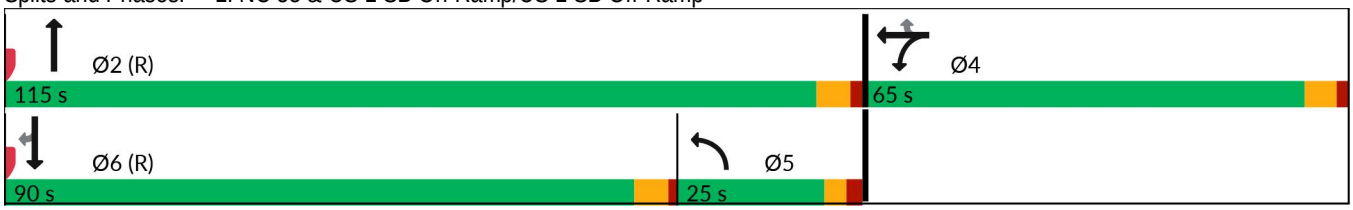
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	853	4	443	82	1067	0	0	967	129
Future Volume (vph)	0	0	0	853	4	443	82	1067	0	0	967	129
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	450		400	150		0	0		150
Storage Lanes	0		0	1		1	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	1571	1575	2603	1687	3374	0	0	4893	1524
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	1571	1575	2603	1687	3374	0	0	4893	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						145						97
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	7%	7%	7%	7%	7%	7%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				50%								
Lane Group Flow (vph)	0	0	0	474	478	492	91	1186	0	0	1074	143
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.1	18.3			17.5	17.5
Total Split (s)				65.0	65.0	65.0	25.0	115.0			90.0	90.0
Total Split (%)				36.1%	36.1%	36.1%	13.9%	63.9%			50.0%	50.0%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lag				Lead	Lead
Lead-Lag Optimize?							Yes				Yes	Yes
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				58.7	58.7	58.7	20.0	111.3			86.3	86.3
Actuated g/C Ratio				0.33	0.33	0.33	0.11	0.62			0.48	0.48
v/c Ratio				0.93	0.93	0.52	0.49	0.57			0.46	0.18
Control Delay (s/veh)				83.2	83.9	35.7	70.5	17.9			32.3	9.9
Queue Delay				0.0	0.0	0.0	0.0	0.3			0.1	0.0
Total Delay (s/veh)				83.2	83.9	35.7	70.5	18.2			32.3	9.9

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				F	F	D	E	B			C	A
Approach Delay (s/veh)					67.3			21.9			29.7	
Approach LOS					E			C			C	
Queue Length 50th (ft)				596	604	198	100	339			326	31
Queue Length 95th (ft)				#840	#849	268	149	348			370	79
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				450		400	150					150
Base Capacity (vph)				523	525	964	187	2085			2345	780
Starvation Cap Reductn				0	0	0	0	322			0	0
Spillback Cap Reductn				0	0	0	0	0			252	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				0.91	0.91	0.51	0.49	0.67			0.51	0.18

Intersection Summary

Area Type: Other
Cycle Length: 180
Actuated Cycle Length: 180
Offset: 128 (71%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.93
Intersection Signal Delay (s/veh): 40.9 Intersection LOS: D
Intersection Capacity Utilization 65.5% ICU Level of Service C
Analysis Period (min) 15
Description: 05-0209
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp



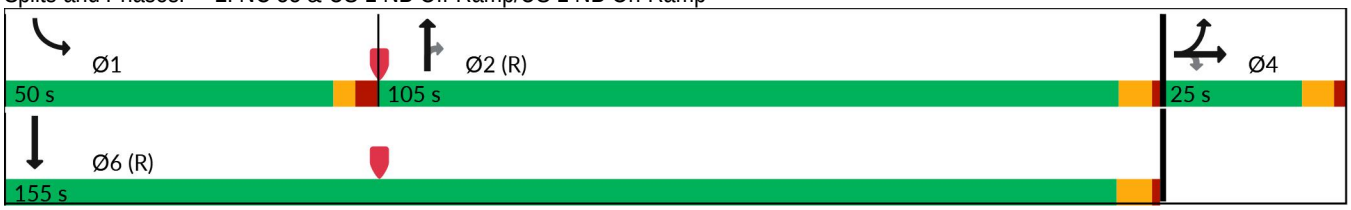
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	221	4	143	0	0	0	0	926	1041	362	1457	0
Future Volume (vph)	221	4	143	0	0	0	0	926	1041	362	1457	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		225	275		0
Storage Lanes	1		1	0		0	0		2	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1543	1550	1454	0	0	0	0	3471	2733	3337	3440	0
Flt Permitted	0.950	0.954								0.950		
Satd. Flow (perm)	1543	1550	1454	0	0	0	0	3471	2733	3337	3440	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			97						737			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1022			597	
Travel Time (s)		12.5			15.1			15.5			9.0	
Confl. Peds. (#/hr)							1					1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	10%	2%	2%	2%	4%	4%	4%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	117	117	149	0	0	0	0	965	1084	377	1518	0
Turn Type	Split	NA	Perm					NA	Perm	Prot	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						2			
Detector Phase	4	4	4					2	2	1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0	12.0	7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5	17.5	12.9	17.8	
Total Split (s)	25.0	25.0	25.0					105.0	105.0	50.0	155.0	
Total Split (%)	13.9%	13.9%	13.9%					58.3%	58.3%	27.8%	86.1%	
Yellow Time (s)	4.3	4.3	4.3					4.5	4.5	3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0	1.0	2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5	-0.5	-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0	5.0	5.0	5.0	
Lead/Lag								Lag	Lag	Lead		
Lead-Lag Optimize?								Yes	Yes	Yes		
Recall Mode	None	None	None					C-Max	C-Max	None	C-Max	
Act Effct Green (s)	17.8	17.8	17.8					121.4	121.4	25.8	152.2	
Actuated g/C Ratio	0.10	0.10	0.10					0.67	0.67	0.14	0.85	
v/c Ratio	0.77	0.76	0.65					0.41	0.52	0.79	0.52	
Control Delay (s/veh)	109.0	108.6	41.7					14.5	5.2	84.9	11.1	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.0	0.6	
Total Delay (s/veh)	109.0	108.6	41.7					14.5	5.2	84.9	11.7	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	F	D					B	A	F	B	
Approach Delay (s/veh)		82.7						9.6			26.3	
Approach LOS		F						A			C	
Queue Length 50th (ft)	154	153	62					274	98	134	609	
Queue Length 95th (ft)	#253	#252	155					357	168	145	703	
Internal Link Dist (ft)		748			918			942			517	
Turn Bay Length (ft)	350		100						225	275		
Base Capacity (vph)	171	172	247					2341	2083	834	2908	
Starvation Cap Reductn	0	0	0					0	0	0	878	
Spillback Cap Reductn	0	0	0					0	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.68	0.68	0.60					0.41	0.52	0.45	0.75	

Intersection Summary

Area Type: Other
Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.79
Intersection Signal Delay (s/veh): 23.4 Intersection LOS: C
Intersection Capacity Utilization 65.5% ICU Level of Service C
Analysis Period (min) 15
Description: 05-0900
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



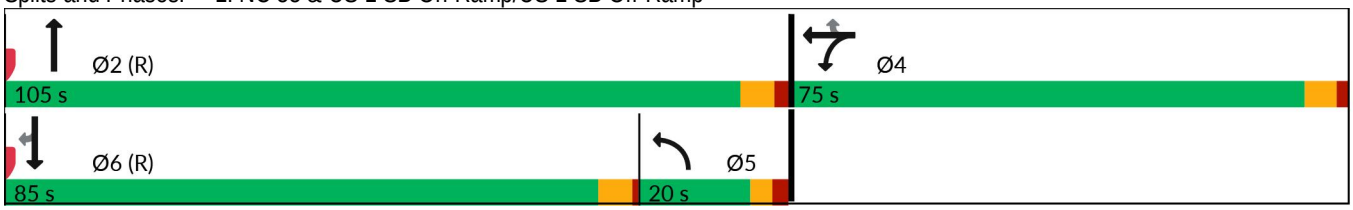
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1200	4	471	127	917	0	0	1209	221
Future Volume (vph)	0	0	0	1200	4	471	127	917	0	0	1209	221
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	450		400	150		0	0		150
Storage Lanes	0		0	1		1	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	1648	1653	2731	1752	3505	0	0	5036	1568
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	1648	1653	2731	1752	3505	0	0	5036	1535
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						212						126
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			1
Peak Hour Factor	0.90	0.90	0.90	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				50%								
Lane Group Flow (vph)	0	0	0	606	610	476	128	926	0	0	1221	223
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.1	18.3			17.5	17.5
Total Split (s)				75.0	75.0	75.0	20.0	105.0			85.0	85.0
Total Split (%)				41.7%	41.7%	41.7%	11.1%	58.3%			47.2%	47.2%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lag				Lead	Lead
Lead-Lag Optimize?							Yes				Yes	Yes
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				69.6	69.6	69.6	15.0	100.4			80.4	80.4
Actuated g/C Ratio				0.39	0.39	0.39	0.08	0.56			0.45	0.45
v/c Ratio				0.95	0.95	0.40	0.88	0.47			0.54	0.30
Control Delay (s/veh)				78.6	79.2	22.2	114.7	24.6			37.6	14.3
Queue Delay				21.6	22.3	0.0	0.0	0.3			0.0	0.0
Total Delay (s/veh)				100.2	101.5	22.2	114.7	24.9			37.6	14.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				F	F	C	F	C			D	B
Approach Delay (s/veh)					78.7			35.8			34.0	
Approach LOS					E			D			C	
Queue Length 50th (ft)				740	747	127	152	405			394	70
Queue Length 95th (ft)				#1013	#1024	184	#269	467			442	138
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				450		400	150					150
Base Capacity (vph)				640	642	1191	146	1954			2249	755
Starvation Cap Reductn				0	0	0	0	402			0	0
Spillback Cap Reductn				58	58	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				1.04	1.04	0.40	0.88	0.60			0.54	0.30

Intersection Summary			
Area Type:	Other		
Cycle Length: 180			
Actuated Cycle Length: 180			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 80			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.95			
Intersection Signal Delay (s/veh): 52.5		Intersection LOS: D	
Intersection Capacity Utilization 103.4%		ICU Level of Service G	
Analysis Period (min) 15			
Description: 05-0209			

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp



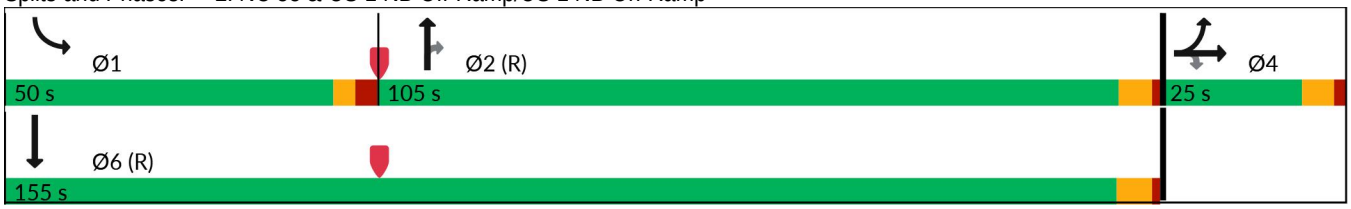
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	148	4	111	0	0	0	0	879	975	359	2117	0
Future Volume (vph)	148	4	111	0	0	0	0	879	975	359	2117	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		225	275		0
Storage Lanes	1		1	0		0	0		2	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1557	1566	1467	0	0	0	0	3505	2760	3467	3575	0
Flt Permitted	0.950	0.955								0.950		
Satd. Flow (perm)	1557	1566	1467	0	0	0	0	3505	2702	3465	3575	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			53						748			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1022			597	
Travel Time (s)		12.5			15.1			15.5			9.0	
Confl. Peds. (#/hr)							1		1	1		1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.98	0.98	0.98	0.90	0.90	0.90	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	9%	9%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	77	78	113	0	0	0	0	897	995	366	2160	0
Turn Type	Split	NA	Perm					NA	Perm	Prot	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						2			
Detector Phase	4	4	4					2	2	1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0	12.0	7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5	17.5	12.9	17.8	
Total Split (s)	25.0	25.0	25.0					105.0	105.0	50.0	155.0	
Total Split (%)	13.9%	13.9%	13.9%					58.3%	58.3%	27.8%	86.1%	
Yellow Time (s)	4.3	4.3	4.3					4.5	4.5	3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0	1.0	2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5	-0.5	-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0	5.0	5.0	5.0	
Lead/Lag								Lag	Lag	Lead		
Lead-Lag Optimize?								Yes	Yes	Yes		
Recall Mode	None	None	None					C-Max	C-Max	None	C-Max	
Act Effct Green (s)	14.7	14.7	14.7					125.9	125.9	24.4	155.3	
Actuated g/C Ratio	0.08	0.08	0.08					0.70	0.70	0.14	0.86	
v/c Ratio	0.61	0.61	0.67					0.37	0.47	0.78	0.70	
Control Delay (s/veh)	98.9	99.2	61.2					12.2	3.6	108.1	7.2	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.0	0.4	
Total Delay (s/veh)	98.9	99.2	61.2					12.2	3.6	108.1	7.5	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	F	E					B	A	F	A	
Approach Delay (s/veh)		83.1						7.7			22.1	
Approach LOS		F						A			C	
Queue Length 50th (ft)	101	102	75					217	52	222	686	
Queue Length 95th (ft)	168	169	152					312	113	258	813	
Internal Link Dist (ft)		748			918			942			517	
Turn Bay Length (ft)	350		100						225	275		
Base Capacity (vph)	173	174	210					2451	2114	866	3084	
Starvation Cap Reductn	0	0	0					0	0	0	363	
Spillback Cap Reductn	0	0	0					0	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.45	0.45	0.54					0.37	0.47	0.42	0.79	

Intersection Summary

Area Type: Other
Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.78
Intersection Signal Delay (s/veh): 19.8 Intersection LOS: B
Intersection Capacity Utilization 103.4% ICU Level of Service G
Analysis Period (min) 15
Description: 05-0900

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



Appendix H:
Synchro Output:
Background (2030)

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1245	4	499	117	1317	0	0	1213	145
Future Volume (vph)	0	0	0	1245	4	499	117	1317	0	0	1213	145
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						70						97
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	7%	7%	7%	7%	7%	7%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	927	460	554	130	1463	0	0	1348	161
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				52.7	52.7	52.7	13.6	67.3			48.7	48.7
Actuated g/C Ratio				0.41	0.41	0.41	0.10	0.52			0.37	0.37
v/c Ratio				0.76	0.75	0.51	0.74	0.84			0.74	0.26
Control Delay (s/veh)				37.7	41.7	26.4	103.2	23.1			38.9	13.7
Queue Delay				0.0	0.0	0.0	0.0	0.5			0.0	0.0
Total Delay (s/veh)				37.7	41.7	26.4	103.2	23.6			38.9	13.7

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				D	D	C	F	C			D	B
Approach Delay (s/veh)					35.4			30.1			36.2	
Approach LOS					D			C			D	
Queue Length 50th (ft)				371	368	174	113	245			392	38
Queue Length 95th (ft)				463	525	235	m156	345			455	96
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1273	638	1141	194	1747			1832	631
Starvation Cap Reductn				0	0	0	0	64			0	0
Spillback Cap Reductn				0	0	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				0.73	0.72	0.49	0.67	0.87			0.74	0.26

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 75
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.84
Intersection Signal Delay (s/veh): 34.0 Intersection LOS: C
Intersection Capacity Utilization 74.8% ICU Level of Service D
Analysis Period (min) 15
Description: 05-0209
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp



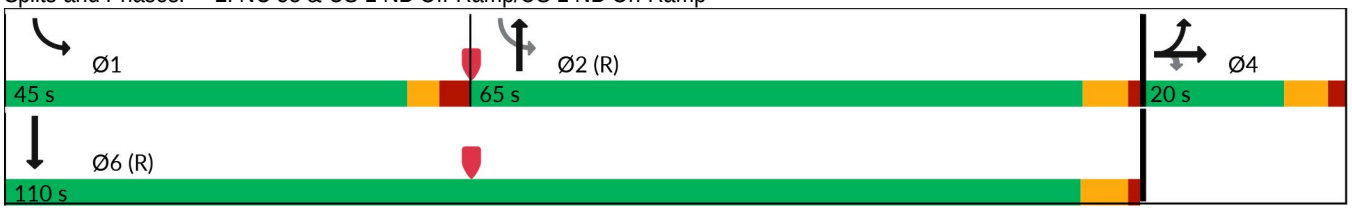
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	249	4	180	0	0	0	0	1183	1488	407	2050	0
Future Volume (vph)	249	4	180	0	0	0	0	1183	1488	407	2050	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1543	1550	1454	0	0	0	0	3471	1553	1720	4942	0
Flt Permitted	0.950	0.954								0.133		
Satd. Flow (perm)	1543	1550	1454	0	0	0	0	3471	1553	241	4942	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						685			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1					1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	10%	2%	2%	2%	4%	4%	4%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	132	131	188	0	0	0	0	1232	1550	424	2135	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	20.0	20.0	20.0					65.0		45.0	110.0	
Total Split (%)	15.4%	15.4%	15.4%					50.0%		34.6%	84.6%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	14.2	14.2	14.2					69.6	130.0	100.8	105.8	
Actuated g/C Ratio	0.11	0.11	0.11					0.54	1.00	0.78	0.81	
v/c Ratio	0.79	0.78	0.84					0.66	1.00	0.78	0.53	
Control Delay (s/veh)	86.3	85.4	64.7					25.4	25.2	63.9	12.1	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.1	0.5	
Total Delay (s/veh)	86.3	85.4	64.7					25.4	25.2	64.0	12.6	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	F	E					C	C	E	B	
Approach Delay (s/veh)		77.1						25.3			21.1	
Approach LOS		E						C			C	
Queue Length 50th (ft)	124	123	104					401	0	320	422	
Queue Length 95th (ft)	#236	#233	#241					554	#269	429	464	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	178	178	232					1857	1553	648	4021	
Starvation Cap Reductn	0	0	0					0	0	11	1257	
Spillback Cap Reductn	0	0	0					0	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.74	0.74	0.81					0.66	1.00	0.67	0.77	

Intersection Summary	
Area Type:	Other
Cycle Length: 130	
Actuated Cycle Length: 130	
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green	
Natural Cycle: 65	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.00	
Intersection Signal Delay (s/veh): 27.5	Intersection LOS: C
Intersection Capacity Utilization 74.8%	ICU Level of Service D
Analysis Period (min) 15	
Description: 05-0900	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



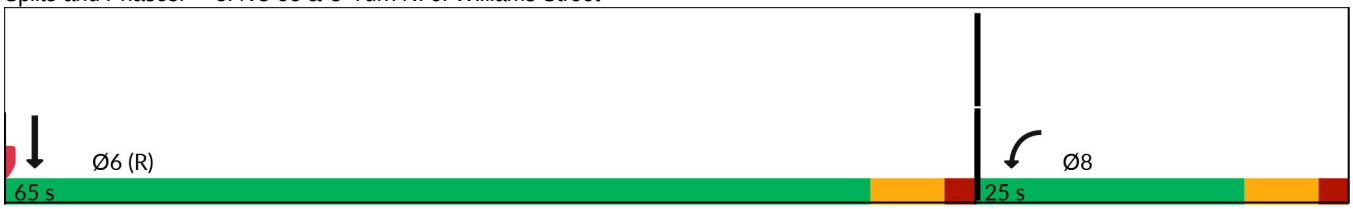
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	357	0	0	0	0	2168
Future Volume (vph)	357	0	0	0	0	2168
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	14					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1055
Travel Time (s)	1.1		6.9			16.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	397	0	0	0	0	2409
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	25.0					65.0
Total Split (%)	27.8%					72.2%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	17.0					63.0
Actuated g/C Ratio	0.19					0.70
v/c Ratio	0.60					0.68
Control Delay (s/veh)	34.7					9.3
Queue Delay	0.0					0.0
Total Delay (s/veh)	34.7					9.3

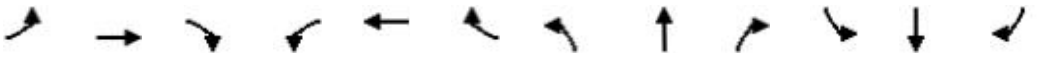
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	C					A
Approach Delay (s/veh)	34.7					9.3
Approach LOS	C					A
Queue Length 50th (ft)	98					252
Queue Length 95th (ft)	m107					337
Internal Link Dist (ft)	1		374			975
Turn Bay Length (ft)						
Base Capacity (vph)	773					3560
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.51					0.68

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.68			
Intersection Signal Delay (s/veh): 12.9		Intersection LOS: B	
Intersection Capacity Utilization 127.2%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street



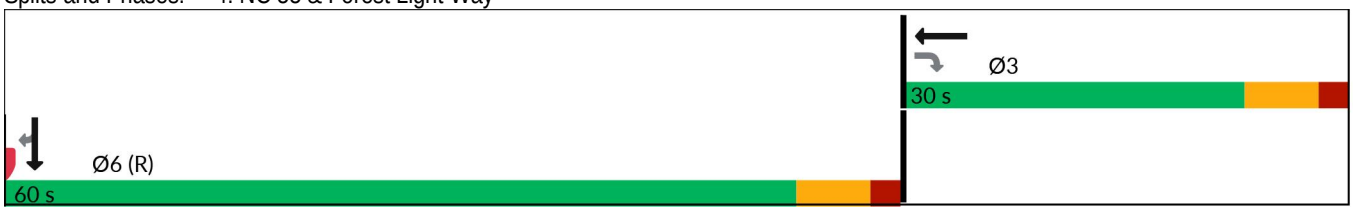


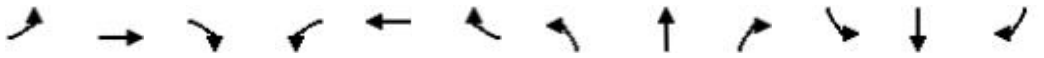
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	420	0	333	0	0	0	0	0	1865	300
Future Volume (vph)	0	0	420	0	333	0	0	0	0	0	1865	300
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									191
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	467	0	370	0	0	0	0	0	2072	333
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			21.2		21.2						58.8	58.8
Actuated g/C Ratio			0.24		0.24						0.65	0.65
v/c Ratio			0.67		0.44						0.62	0.30
Control Delay (s/veh)			32.6		30.5						6.8	2.2
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			32.6		30.5						6.8	2.2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			C		C						A	A
Approach Delay (s/veh)		32.6			30.5						6.2	
Approach LOS		C			C						A	
Queue Length 50th (ft)			124		103						146	9
Queue Length 95th (ft)			173		146						163	28
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3319	1099
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.58		0.38						0.62	0.30

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.67			
Intersection Signal Delay (s/veh): 12.7		Intersection LOS: B	
Intersection Capacity Utilization 97.4%		ICU Level of Service F	
Analysis Period (min) 15			

Splits and Phases: 4: NC 55 & Forest Light Way





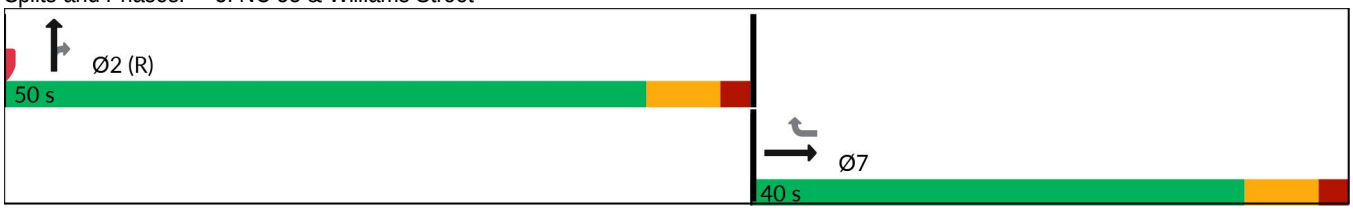
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	352	0	0	0	1280	0	1884	178	0	0	0
Future Volume (vph)	0	352	0	0	0	1280	0	1884	178	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			198			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	391	0	0	0	1422	0	2093	198	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		35.0				35.0		45.0	45.0			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.28				0.99		0.82	0.22			
Control Delay (s/veh)		19.8				49.6		17.1	2.1			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		19.8				49.6		17.1	2.1			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		B				D		B	A			
Approach Delay (s/veh)		19.8			49.6			15.8				
Approach LOS		B			D			B				
Queue Length 50th (ft)		90				342		213	0			
Queue Length 95th (ft)		135				#482		264	m25			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2542	890			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.28				0.99		0.82	0.22			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 70			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.99			
Intersection Signal Delay (s/veh): 27.9		Intersection LOS: C	
Intersection Capacity Utilization 74.6%		ICU Level of Service D	
Analysis Period (min) 15			

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street





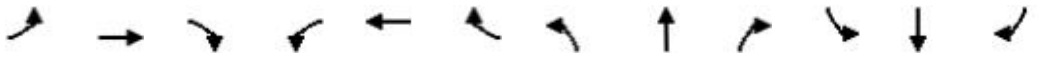
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	281	0	0	2144	0	0
Future Volume (vph)	281	0	0	2144	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	15					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	312	0	0	2382	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	15.1			64.9		
Actuated g/C Ratio	0.17			0.72		
v/c Ratio	0.53			0.65		
Control Delay (s/veh)	35.5			8.0		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	35.5			8.0		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	D			A		
Approach Delay (s/veh)	35.5			8.0		
Approach LOS	D			A		
Queue Length 50th (ft)	90			221		
Queue Length 95th (ft)	130			312		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	774			3669		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.40			0.65		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.65			
Intersection Signal Delay (s/veh): 11.1		Intersection LOS: B	
Intersection Capacity Utilization 71.3%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way





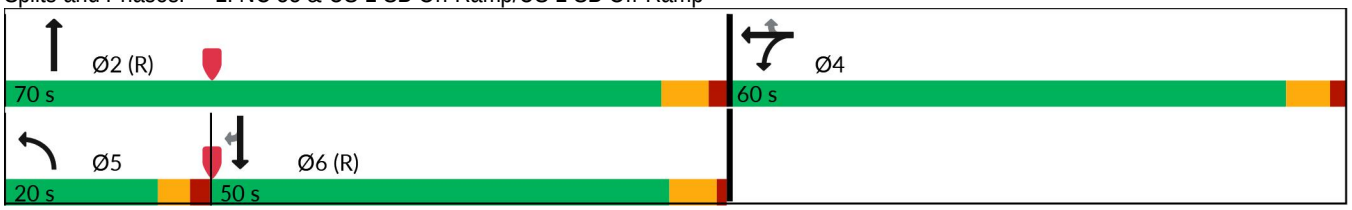
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1724	4	530	175	1180	0	0	1542	249
Future Volume (vph)	0	0	0	1724	4	530	175	1180	0	0	1542	249
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1568
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1535
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						78						131
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			1
Peak Hour Factor	0.90	0.90	0.90	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	1166	579	535	177	1192	0	0	1558	252
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				55.0	55.0	55.0	14.8	65.0			45.2	45.2
Actuated g/C Ratio				0.42	0.42	0.42	0.11	0.50			0.35	0.35
v/c Ratio				0.87	0.87	0.45	0.89	0.68			0.89	0.41
Control Delay (s/veh)				42.9	49.0	23.8	76.7	18.9			47.5	17.1
Queue Delay				9.7	11.2	0.0	0.0	1.2			0.0	0.0
Total Delay (s/veh)				52.6	60.2	23.8	76.7	20.1			47.5	17.1

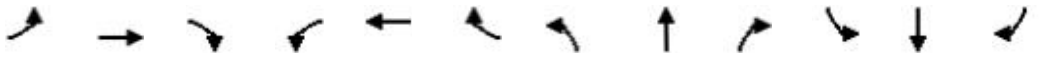
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				D	E	C	E	C			D	B
Approach Delay (s/veh)					47.8			27.4			43.3	
Approach LOS					D			C			D	
Queue Length 50th (ft)				494	489	155	152	455			464	75
Queue Length 95th (ft)				604	#729	210	#274	402			532	152
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1335	669	1200	202	1752			1752	619
Starvation Cap Reductn				0	0	0	0	327			0	0
Spillback Cap Reductn				158	78	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				0.99	0.98	0.45	0.88	0.84			0.89	0.41

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 30 (23%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 90
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.89
Intersection Signal Delay (s/veh): 41.2 Intersection LOS: D
Intersection Capacity Utilization 106.5% ICU Level of Service G
Analysis Period (min) 15
Description: 05-0209
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp





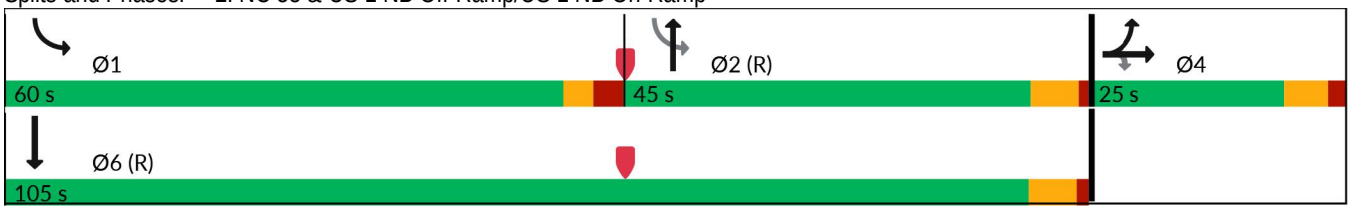
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	167	4	168	0	0	0	0	1169	1409	404	2939	0
Future Volume (vph)	167	4	168	0	0	0	0	1169	1409	404	2939	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1557	1564	1467	0	0	0	0	3505	1568	1787	5136	0
Flt Permitted	0.950	0.954								0.138		
Satd. Flow (perm)	1557	1564	1467	0	0	0	0	3505	1549	260	5136	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						670			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1		1	1		1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.98	0.98	0.98	0.90	0.90	0.90	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	9%	9%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	87	87	171	0	0	0	0	1193	1438	412	2999	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	25.0	25.0	25.0					45.0		60.0	105.0	
Total Split (%)	19.2%	19.2%	19.2%					34.6%		46.2%	80.8%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	14.5	14.5	14.5					67.7	130.0	100.5	105.5	
Actuated g/C Ratio	0.11	0.11	0.11					0.52	1.00	0.77	0.81	
v/c Ratio	0.50	0.50	0.75					0.65	0.93	0.70	0.72	
Control Delay (s/veh)	63.1	62.9	51.0					27.3	12.4	23.3	10.8	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.2	6.5	
Total Delay (s/veh)	63.1	62.9	51.0					27.3	12.4	23.5	17.3	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	E	D					C	B	C	B	
Approach Delay (s/veh)		57.1						19.2			18.0	
Approach LOS		E						B			B	
Queue Length 50th (ft)	78	78	86					384	0	334	384	
Queue Length 95th (ft)	136	136	168					590	#72	m355	639	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	239	240	287					1824	1549	857	4166	
Starvation Cap Reductn	0	0	0					0	0	79	1134	
Spillback Cap Reductn	0	0	0					37	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.36	0.36	0.60					0.67	0.93	0.53	0.99	

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.93
Intersection Signal Delay (s/veh): 20.6 Intersection LOS: C
Intersection Capacity Utilization 106.5% ICU Level of Service G
Analysis Period (min) 15
Description: 05-0900
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



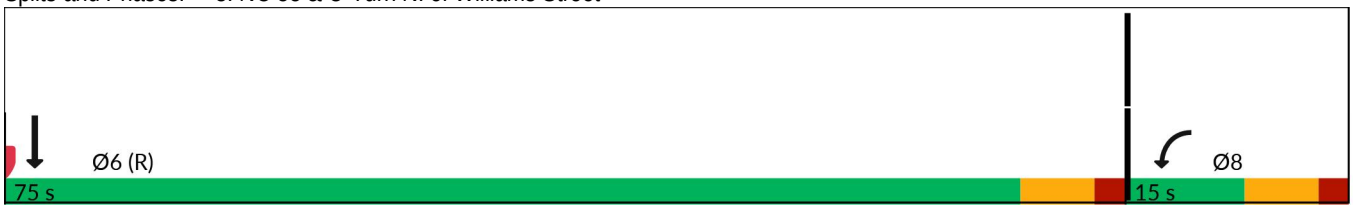
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	204	0	0	0	0	3350
Future Volume (vph)	204	0	0	0	0	3350
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	2					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1055
Travel Time (s)	1.1		6.9			16.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	227	0	0	0	0	3722
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	15.0					75.0
Total Split (%)	16.7%					83.3%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	10.0					70.0
Actuated g/C Ratio	0.11					0.78
v/c Ratio	0.59					0.94
Control Delay (s/veh)	40.6					15.0
Queue Delay	0.0					0.0
Total Delay (s/veh)	40.6					15.0

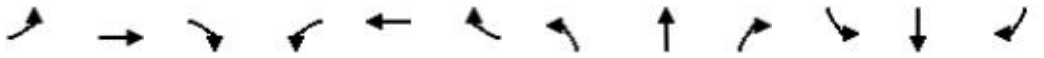
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	D					B
Approach Delay (s/veh)	40.6					15.0
Approach LOS	D					B
Queue Length 50th (ft)	66					504
Queue Length 95th (ft)	m87					622
Internal Link Dist (ft)	1		374			975
Turn Bay Length (ft)						
Base Capacity (vph)	383					3955
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.59					0.94

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 80			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.94			
Intersection Signal Delay (s/veh): 16.5		Intersection LOS: B	
Intersection Capacity Utilization 141.9%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	515	0	397	0	0	0	0	0	2287	182
Future Volume (vph)	0	0	515	0	397	0	0	0	0	0	2287	182
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									112
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	572	0	441	0	0	0	0	0	2541	202
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			23.1		23.1						56.9	56.9
Actuated g/C Ratio			0.26		0.26						0.63	0.63
v/c Ratio			0.76		0.49						0.79	0.19
Control Delay (s/veh)			35.3		30.1						12.0	4.4
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			35.3		30.1						12.0	4.4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			D		C						B	A
Approach Delay (s/veh)		35.3			30.1						11.4	
Approach LOS		D			C						B	
Queue Length 50th (ft)			154		123						234	19
Queue Length 95th (ft)			221		174						m317	m26
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3213	1041
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.71		0.45						0.79	0.19

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.79			
Intersection Signal Delay (s/veh): 17.2		Intersection LOS: B	
Intersection Capacity Utilization 112.2%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: NC 55 & Forest Light Way



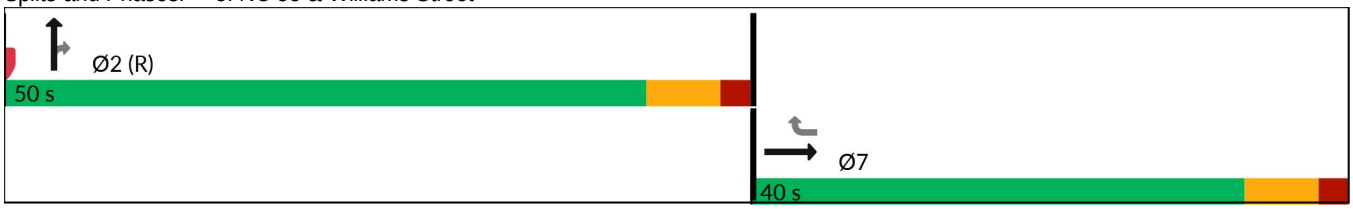
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1061	0	0	0	819	0	1905	328	0	0	0
Future Volume (vph)	0	1061	0	0	0	819	0	1905	328	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			48			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	1179	0	0	0	910	0	2117	364	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		34.8				34.8		45.2	45.2			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.86				0.64		0.83	0.44			
Control Delay (s/veh)		25.0				23.6		17.8	12.6			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		25.0				23.6		17.8	12.6			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		C				C		B	B			
Approach Delay (s/veh)		25.0			23.6			17.1				
Approach LOS		C			C			B				
Queue Length 50th (ft)		341				173		225	84			
Queue Length 95th (ft)		m352				228		300	121			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2553	818			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.86				0.64		0.83	0.44			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 60			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.86			
Intersection Signal Delay (s/veh): 20.4		Intersection LOS: C	
Intersection Capacity Utilization 105.3%		ICU Level of Service G	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street





Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	379	0	0	2262	0	0
Future Volume (vph)	379	0	0	2262	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	11					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	421	0	0	2513	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	17.5			62.5		
Actuated g/C Ratio	0.19			0.69		
v/c Ratio	0.62			0.71		
Control Delay (s/veh)	33.7			10.1		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	33.7			10.1		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	C			B		
Approach Delay (s/veh)	33.7			10.1		
Approach LOS	C			B		
Queue Length 50th (ft)	120			281		
Queue Length 95th (ft)	m161			366		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	771			3532		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.55			0.71		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 50			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.71			
Intersection Signal Delay (s/veh): 13.5		Intersection LOS: B	
Intersection Capacity Utilization 73.5%		ICU Level of Service D	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

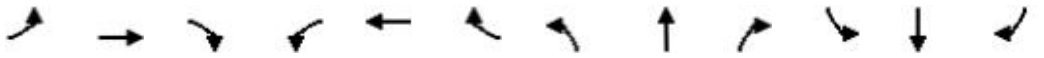
Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way



Appendix I:

Synchro Output:

Build-out (2030) – Access Scenario 1



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1293	4	499	133	1357	0	0	1275	145
Future Volume (vph)	0	0	0	1293	4	499	133	1357	0	0	1275	145
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						70						92
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	7%	7%	7%	7%	7%	7%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	963	478	554	148	1508	0	0	1417	161
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				53.3	53.3	53.3	14.2	66.7			47.5	47.5
Actuated g/C Ratio				0.41	0.41	0.41	0.11	0.51			0.37	0.37
v/c Ratio				0.78	0.77	0.50	0.80	0.87			0.79	0.26
Control Delay (s/veh)				38.4	42.7	26.0	107.1	25.4			41.4	14.6
Queue Delay				0.0	0.0	0.0	0.0	0.9			0.0	0.0
Total Delay (s/veh)				38.4	42.7	26.0	107.1	26.3			41.4	14.6

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				D	D	C	F	C			D	B
Approach Delay (s/veh)					36.0			33.5			38.7	
Approach LOS					D			C			D	
Queue Length 50th (ft)				393	389	174	128	250			420	42
Queue Length 95th (ft)				487	553	235	m167	367			486	99
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1273	638	1141	194	1732			1789	615
Starvation Cap Reductn				0	0	0	0	68			0	0
Spillback Cap Reductn				0	0	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				0.76	0.75	0.49	0.76	0.91			0.79	0.26

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 75
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.87
Intersection Signal Delay (s/veh): 36.0 Intersection LOS: D
Intersection Capacity Utilization 76.2% ICU Level of Service D
Analysis Period (min) 15
Description: 05-0209
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	249	4	216	0	0	0	0	1237	1506	407	2159	0
Future Volume (vph)	249	4	216	0	0	0	0	1237	1506	407	2159	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1543	1550	1454	0	0	0	0	3471	1553	1720	4942	0
Flt Permitted	0.950	0.954								0.113		
Satd. Flow (perm)	1543	1550	1454	0	0	0	0	3471	1553	205	4942	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						694			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1					1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	10%	2%	2%	2%	4%	4%	4%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	132	131	225	0	0	0	0	1289	1569	424	2249	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	20.0	20.0	20.0					65.0		45.0	110.0	
Total Split (%)	15.4%	15.4%	15.4%					50.0%		34.6%	84.6%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	15.0	15.0	15.0					68.1	130.0	100.0	105.0	
Actuated g/C Ratio	0.12	0.12	0.12					0.52	1.00	0.77	0.81	
v/c Ratio	0.74	0.74	0.97					0.71	1.01	0.80	0.56	
Control Delay (s/veh)	80.3	79.7	90.4					27.4	28.6	66.0	12.4	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.0	0.7	
Total Delay (s/veh)	80.3	79.7	90.4					27.4	28.6	66.0	13.0	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	E	F					C	C	E	B	
Approach Delay (s/veh)		84.8						28.1			21.4	
Approach LOS		F						C			C	
Queue Length 50th (ft)	124	123	143					437	~29	333	446	
Queue Length 95th (ft)	#236	#233	#325					594	#304	m437	481	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	178	178	232					1817	1553	629	3991	
Starvation Cap Reductn	0	0	0					0	0	0	1233	
Spillback Cap Reductn	0	0	0					17	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.74	0.74	0.97					0.72	1.01	0.67	0.82	

Intersection Summary

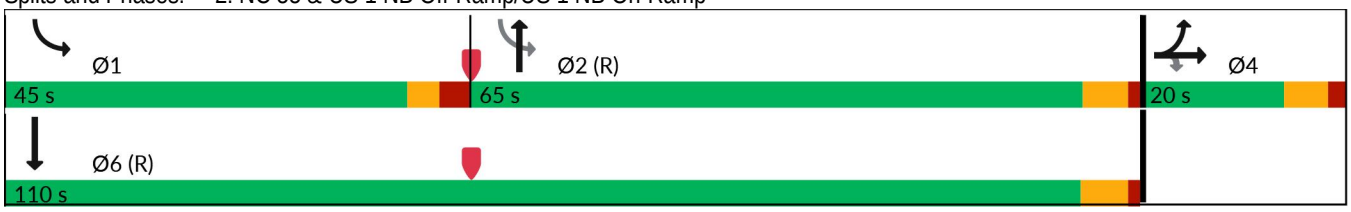
Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green
Natural Cycle: 70
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 1.01
Intersection Signal Delay (s/veh): 29.7 Intersection LOS: C
Intersection Capacity Utilization 76.2% ICU Level of Service D
Analysis Period (min) 15
Description: 05-0900

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



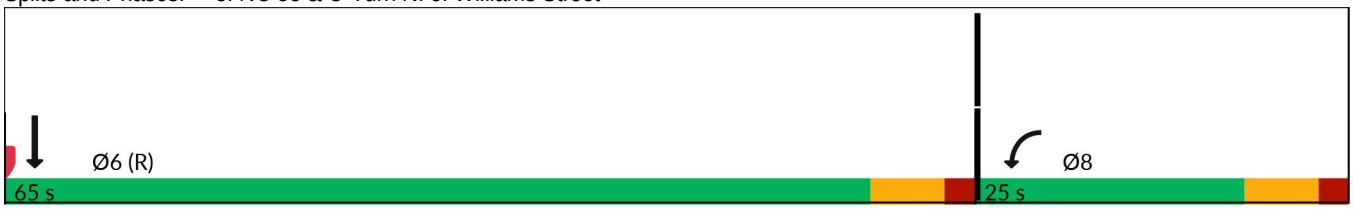
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	357	0	0	0	0	2319
Future Volume (vph)	357	0	0	0	0	2319
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	10					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1055
Travel Time (s)	1.1		6.9			16.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	397	0	0	0	0	2577
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	25.0					65.0
Total Split (%)	27.8%					72.2%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	17.0					63.0
Actuated g/C Ratio	0.19					0.70
v/c Ratio	0.60					0.72
Control Delay (s/veh)	34.2					7.2
Queue Delay	0.0					0.0
Total Delay (s/veh)	34.2					7.2

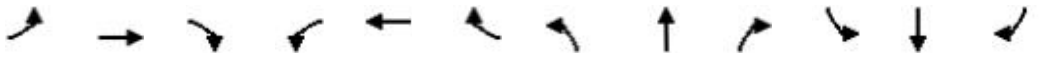
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	C					A
Approach Delay (s/veh)	34.2					7.2
Approach LOS	C					A
Queue Length 50th (ft)	100					215
Queue Length 95th (ft)	m101					243
Internal Link Dist (ft)	1		374			975
Turn Bay Length (ft)						
Base Capacity (vph)	770					3557
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.52					0.72

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.72			
Intersection Signal Delay (s/veh): 10.8		Intersection LOS: B	
Intersection Capacity Utilization 137.1%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	466	0	333	0	0	0	0	0	1934	331
Future Volume (vph)	0	0	466	0	333	0	0	0	0	0	1934	331
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									191
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	518	0	370	0	0	0	0	0	2149	368
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			22.2		22.2						57.8	57.8
Actuated g/C Ratio			0.25		0.25						0.64	0.64
v/c Ratio			0.72		0.42						0.66	0.34
Control Delay (s/veh)			33.8		29.4						7.5	3.0
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			33.8		29.4						7.5	3.0

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			C		C						A	A
Approach Delay (s/veh)		33.8			29.4						6.9	
Approach LOS		C			C						A	
Queue Length 50th (ft)			139		103						147	11
Queue Length 95th (ft)			196		146						189	m51
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3266	1085
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.64		0.38						0.66	0.34

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.72			
Intersection Signal Delay (s/veh): 13.4		Intersection LOS: B	
Intersection Capacity Utilization 103.7%		ICU Level of Service G	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: NC 55 & Forest Light Way



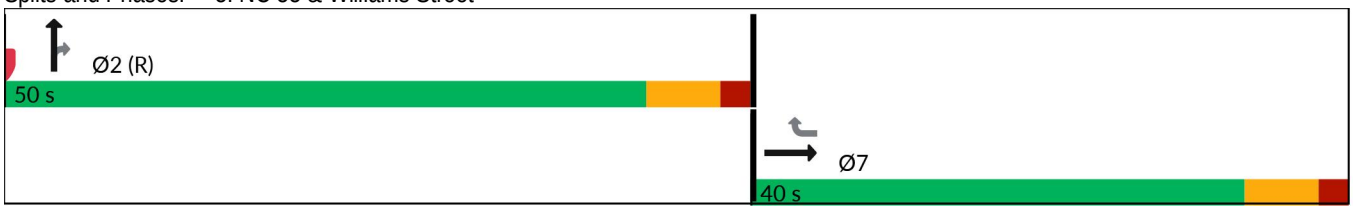
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	403	0	0	0	1358	0	2057	178	0	0	0
Future Volume (vph)	0	403	0	0	0	1358	0	2057	178	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			198			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	448	0	0	0	1509	0	2286	198	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		35.0				35.0		45.0	45.0			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.33				1.05		0.90	0.22			
Control Delay (s/veh)		19.1				66.6		20.8	2.8			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		19.1				66.6		20.8	2.8			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		B				E		C	A			
Approach Delay (s/veh)		19.1			66.6			19.3				
Approach LOS		B			E			B				
Queue Length 50th (ft)		104				~414		237	0			
Queue Length 95th (ft)		145				#530		324	m29			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2542	890			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.33				1.05		0.90	0.22			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.05			
Intersection Signal Delay (s/veh): 35.4		Intersection LOS: D	
Intersection Capacity Utilization 79.7%		ICU Level of Service D	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street





Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	327	0	0	2270	0	0
Future Volume (vph)	327	0	0	2270	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	11					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	363	0	0	2522	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	16.4			63.6		
Actuated g/C Ratio	0.18			0.71		
v/c Ratio	0.57			0.70		
Control Delay (s/veh)	35.3			9.4		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	35.3			9.4		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	D			A		
Approach Delay (s/veh)	35.3			9.4		
Approach LOS	D			A		
Queue Length 50th (ft)	103			264		
Queue Length 95th (ft)	148			368		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	771			3595		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.47			0.70		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.70			
Intersection Signal Delay (s/veh): 12.7		Intersection LOS: B	
Intersection Capacity Utilization 73.7%		ICU Level of Service D	
Analysis Period (min) 15			

Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way





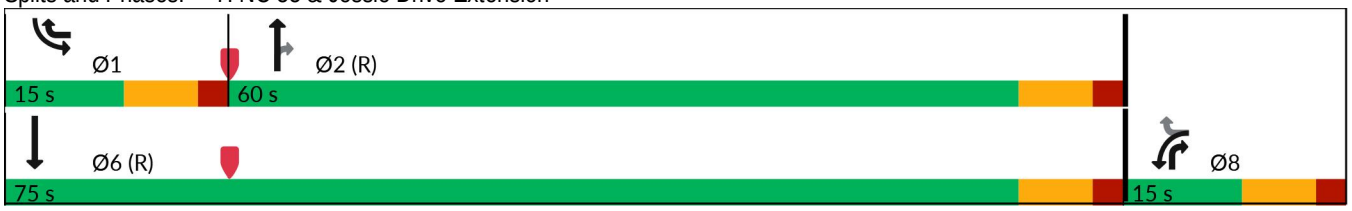
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	252	118	2831	250	280	1913
Future Volume (vph)	252	118	2831	250	280	1913
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	350	0		100	250	
Storage Lanes	1	1		2	2	
Taper Length (ft)	100				200	
Satd. Flow (prot)	3433	1583	5085	1583	3433	3539
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3433	1583	5085	1583	3433	3539
Right Turn on Red		No		No		
Satd. Flow (RTOR)						
Link Speed (mph)	35		45			45
Link Distance (ft)	467		604			851
Travel Time (s)	9.1		9.2			12.9
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	280	131	3146	278	311	2126
Turn Type	Prot	pm+ov	NA	pm+ov	Prot	NA
Protected Phases	8	1	2	8	1	6
Permitted Phases		8		2		
Detector Phase	8	1	2	8	1	6
Switch Phase						
Minimum Initial (s)	7.0	7.0	12.0	7.0	7.0	12.0
Minimum Split (s)	14.0	14.0	19.0	14.0	14.0	19.0
Total Split (s)	15.0	15.0	60.0	15.0	15.0	75.0
Total Split (%)	16.7%	16.7%	66.7%	16.7%	16.7%	83.3%
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lag		Lead	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	C-Max	None	None	C-Max
Act Effct Green (s)	10.0	25.0	55.0	70.0	10.0	70.0
Actuated g/C Ratio	0.11	0.28	0.61	0.78	0.11	0.78
v/c Ratio	0.73	0.30	1.01	0.23	0.82	0.77
Control Delay (s/veh)	51.8	28.9	32.8	3.0	57.5	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	51.8	28.9	32.8	3.0	57.5	8.1

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	D	C	C	A	E	A
Approach Delay (s/veh)	44.5		30.4			14.4
Approach LOS	D		C			B
Queue Length 50th (ft)	82	60	~606	35	92	277
Queue Length 95th (ft)	m#135	m109	m#731	m45	#159	362
Internal Link Dist (ft)	387		524			771
Turn Bay Length (ft)	350			100	250	
Base Capacity (vph)	381	439	3107	1231	381	2752
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.73	0.30	1.01	0.23	0.82	0.77

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 25.1		Intersection LOS: C	
Intersection Capacity Utilization 82.4%		ICU Level of Service E	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: NC 55 & Jessie Drive Extension





Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	0	130	2795	154	0	2193
Future Volume (vph)	0	130	2795	154	0	2193
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	0	1		1	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	1611	3539	1583	0	3539
Flt Permitted						
Satd. Flow (perm)	0	1611	3539	1583	0	3539
Link Speed (mph)	25		45			45
Link Distance (ft)	1291		851			776
Travel Time (s)	35.2		12.9			11.8
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	144	3106	171	0	2437
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 92.0%		ICU Level of Service F	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	7.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	130	2795	154	0	2193
Future Vol, veh/h	0	130	2795	154	0	2193
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	144	3106	171	0	2437

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	1553	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	~ 102	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	~ 102	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	$ 309.22	0	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	102	-
HCM Lane V/C Ratio	-	-	1.413	-
HCM Ctrl Dly (s/v)	-	-	-$ 309.2	-
HCM Lane LOS	-	-	F	-
HCM 95th %tile Q(veh)	-	-	10.5	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	428	102	0	239	4	0	0	36	0	0	131
Future Volume (vph)	0	428	102	0	239	4	0	0	36	0	0	131
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3437	0	0	3532	0	0	0	1611	0	0	1611
Flt Permitted												
Satd. Flow (perm)	0	3437	0	0	3532	0	0	0	1611	0	0	1611
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		467			283			423			536	
Travel Time (s)		9.1			5.5			11.5			14.6	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	589	0	0	270	0	0	0	40	0	0	146
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 25.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	428	102	0	239	4	0	0	36	0	0	131
Future Vol, veh/h	0	428	102	0	239	4	0	0	36	0	0	131
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	476	113	0	266	4	0	0	40	0	0	146

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	-	-	0	-	-	294	-	-	135
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	-	-	0	0	702	0	0	889
Stage 1	0	-	-	0	-	-	0	0	-	0	0	-
Stage 2	0	-	-	0	-	-	0	0	-	0	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	-	-	-	-	-	-	-	-	702	-	-	889
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	10.44	9.84
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT	WBR	SBLn1
Capacity (veh/h)	702	-	-	-	-	889
HCM Lane V/C Ratio	0.057	-	-	-	-	0.164
HCM Ctrl Dly (s/v)	10.4	-	-	-	-	9.8
HCM Lane LOS	B	-	-	-	-	A
HCM 95th %tile Q(veh)	0.2	-	-	-	-	0.6

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	36	255	124	49	4	20	6	91	16	4	5	14
Future Volume (vph)	36	255	124	49	4	20	6	91	16	4	5	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)			0%			0%			0%			0%
Storage Length (ft)		100		0	100		0	0		0	0	
Storage Lanes		1		0	1		0	1		0	1	
Taper Length (ft)		100			100			25			25	
Satd. Flow (prot)	0	1770	3391	0	1770	3412	0	1770	1812	0	1770	1621
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	3391	0	1770	3412	0	1770	1812	0	1770	1621
Link Speed (mph)			35			35			25			25
Link Distance (ft)			283			343			462			530
Travel Time (s)			5.5			6.7			12.6			14.5
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)			0%			0%			0%			0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	323	192	0	4	29	0	101	22	0	6	118
Sign Control			Free			Free			Stop			Stop

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.2%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	92
Future Volume (vph)	92
Ideal Flow (vphpl)	1900
Lane Width (ft)	12
Grade (%)	
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	
Peak Hour Factor	0.90
Growth Factor	100%
Heavy Vehicles (%)	2%
Bus Blockages (#/hr)	0
Parking (#/hr)	
Mid-Block Traffic (%)	
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Sign Control	

Intersection Summary

Intersection	
Int Delay, s/veh	12.1

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	36	255	124	49	4	20	6	91	16	4	5	14	92
Future Vol, veh/h	36	255	124	49	4	20	6	91	16	4	5	14	92
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	100	-	-	100	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	283	138	54	4	22	7	101	18	4	6	16	102

Major/Minor	Major1				Major2			Minor1			Minor2		
Conflicting Flow All	29	29	0	0	192	0	0	839	849	96	759	873	14
Stage 1	-	-	-	-	-	-	-	812	812	-	34	34	-
Stage 2	-	-	-	-	-	-	-	28	38	-	724	839	-
Critical Hdwy	6.44	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1370	1583	-	-	1379	-	-	258	296	941	296	287	1062
Stage 1	-	-	-	-	-	-	-	339	391	-	977	866	-
Stage 2	-	-	-	-	-	-	-	986	863	-	383	379	-
Platoon blocked, %			-	-		-	-						
Mov Cap-1 Maneuver	1530	1530	-	-	1379	-	-	173	233	941	217	226	1062
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	173	233	-	217	226	-
Stage 1	-	-	-	-	-	-	-	267	308	-	974	863	-
Stage 2	-	-	-	-	-	-	-	872	860	-	283	299	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	5.01	1.02	45.51	11.54
HCM LOS			E	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	173	274	1530	-	-	1379	-	-	217	713
HCM Lane V/C Ratio	0.583	0.081	0.211	-	-	0.003	-	-	0.026	0.165
HCM Ctrl Dly (s/v)	51.3	19.3	8	-	-	7.6	-	-	22	11
HCM Lane LOS	F	C	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	3.1	0.3	0.8	-	-	0	-	-	0.1	0.6



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	132	16	4	0	13
Future Volume (vph)	0	132	16	4	0	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	0	1
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	3539	3444	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3444	0	0	1611
Link Speed (mph)		35	35		25	
Link Distance (ft)		343	287		403	
Travel Time (s)		6.7	5.6		11.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	147	22	0	0	14
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 13.3%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	132	16	4	0	13
Future Vol, veh/h	0	132	16	4	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	147	18	4	0	14

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	11
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	-	0	1067
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	1067
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	8.42
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	1067
HCM Lane V/C Ratio	-	-	-	0.014
HCM Ctrl Dly (s/v)	-	-	-	8.4
HCM Lane LOS	-	-	-	A
HCM 95th %tile Q(veh)	-	-	-	0



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	86	46	10	4	4	6
Future Volume (vph)	86	46	10	4	4	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	50		25			
Satd. Flow (prot)	1770	1583	0	1798	1703	0
Flt Permitted	0.950			0.965		
Satd. Flow (perm)	1770	1583	0	1798	1703	0
Link Speed (mph)	35			25	25	
Link Distance (ft)	287			596	493	
Travel Time (s)	5.6			16.3	13.4	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	96	51	0	15	11	0
Sign Control	Free			Stop	Stop	

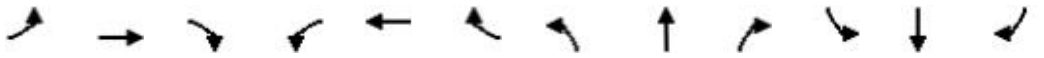
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 18.9%		ICU Level of Service A	
Analysis Period (min) 15			



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	86	46	10	4	4	6
Future Volume (Veh/h)	86	46	10	4	4	6
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	96	51	11	4	4	7
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		201	192	243	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		201	192	243	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	94		98	99	99	99
cM capacity (veh/h)	1623		715	661	620	1085

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total	96	51	15	11
Volume Left	96	0	11	0
Volume Right	0	51	0	7
cSH	1623	1700	700	852
Volume to Capacity	0.06	0.03	0.02	0.01
Queue Length 95th (ft)	5	0	2	1
Control Delay (s/veh)	7.4	0.0	10.3	9.3
Lane LOS	A		B	A
Approach Delay (s/veh)	4.8		10.3	9.3
Approach LOS			B	A

Intersection Summary			
Average Delay	5.6		
Intersection Capacity Utilization	18.9%	ICU Level of Service	A
Analysis Period (min)	15		



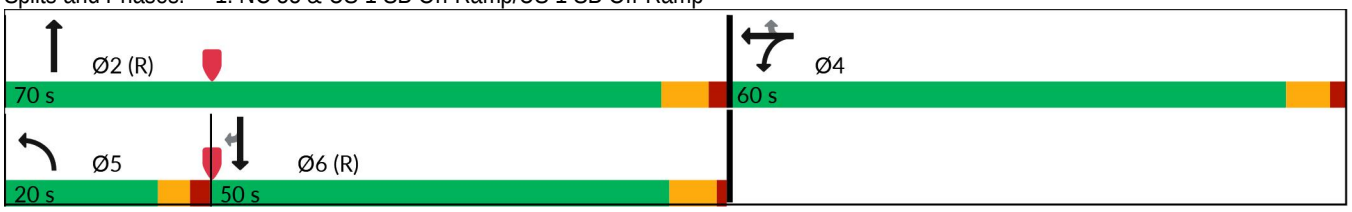
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1750	4	530	209	1243	0	0	1597	249
Future Volume (vph)	0	0	0	1750	4	530	209	1243	0	0	1597	249
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1568
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1535
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						70						126
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			1
Peak Hour Factor	0.90	0.90	0.90	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	1185	587	535	211	1256	0	0	1613	252
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				55.0	55.0	55.0	15.0	65.0			45.0	45.0
Actuated g/C Ratio				0.42	0.42	0.42	0.12	0.50			0.35	0.35
v/c Ratio				0.89	0.88	0.45	1.04	0.72			0.93	0.41
Control Delay (s/veh)				44.2	50.4	24.3	108.0	18.8			51.0	17.8
Queue Delay				35.7	33.5	0.0	0.0	2.0			0.0	0.0
Total Delay (s/veh)				79.8	83.9	24.3	108.0	20.8			51.0	17.8

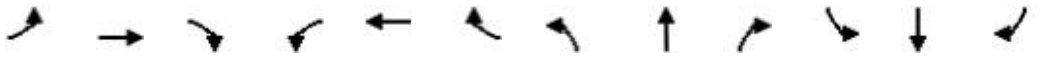
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				E	F	C	F	C			D	B
Approach Delay (s/veh)					68.0			33.3			46.5	
Approach LOS					E			C			D	
Queue Length 50th (ft)				507	500	157	~193	498			488	78
Queue Length 95th (ft)				618	#747	214	m#327	584			#570	156
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1335	669	1195	202	1752			1743	613
Starvation Cap Reductn				0	0	0	0	330			0	0
Spillback Cap Reductn				230	115	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				1.07	1.06	0.45	1.04	0.88			0.93	0.41

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 30 (23%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 90
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 1.04
Intersection Signal Delay (s/veh): 51.9 Intersection LOS: D
Intersection Capacity Utilization 111.7% ICU Level of Service H
Analysis Period (min) 15
Description: 05-0209
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp





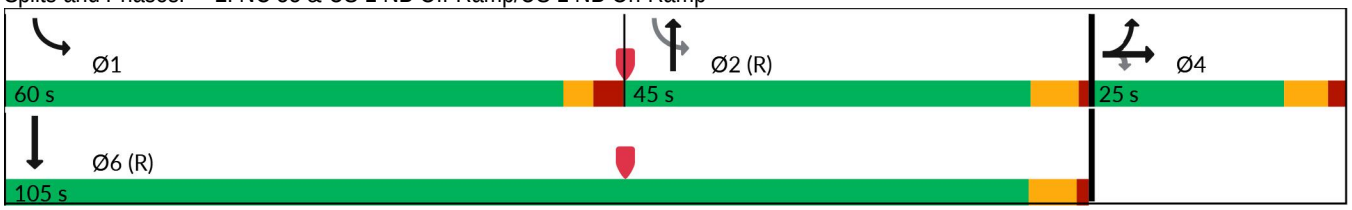
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	167	4	190	0	0	0	0	1266	1454	404	3018	0
Future Volume (vph)	167	4	190	0	0	0	0	1266	1454	404	3018	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1557	1564	1467	0	0	0	0	3505	1568	1787	5136	0
Flt Permitted	0.950	0.954								0.106		
Satd. Flow (perm)	1557	1564	1467	0	0	0	0	3505	1549	199	5136	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						678			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1		1	1		1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.98	0.98	0.98	0.90	0.90	0.90	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	9%	9%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	87	87	194	0	0	0	0	1292	1484	412	3080	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	25.0	25.0	25.0					45.0		60.0	105.0	
Total Split (%)	19.2%	19.2%	19.2%					34.6%		46.2%	80.8%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	15.8	15.8	15.8					66.4	130.0	99.2	104.2	
Actuated g/C Ratio	0.12	0.12	0.12					0.51	1.00	0.76	0.80	
v/c Ratio	0.46	0.46	0.80					0.72	0.96	0.75	0.75	
Control Delay (s/veh)	59.8	59.7	57.5					30.0	16.8	25.0	12.8	
Queue Delay	0.0	0.0	0.0					0.1	0.0	0.0	18.0	
Total Delay (s/veh)	59.8	59.7	57.5					30.1	16.8	25.1	30.9	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	E	E					C	B	C	C	
Approach Delay (s/veh)		58.6						23.0			30.2	
Approach LOS		E						C			C	
Queue Length 50th (ft)	76	76	107					452	0	339	741	
Queue Length 95th (ft)	136	136	199					#705	#154	m349	749	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	239	240	287					1789	1549	831	4115	
Starvation Cap Reductn	0	0	0					0	0	10	1127	
Spillback Cap Reductn	0	0	0					62	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.36	0.36	0.68					0.75	0.96	0.50	1.03	

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.96
Intersection Signal Delay (s/veh): 28.7 Intersection LOS: C
Intersection Capacity Utilization 111.7% ICU Level of Service H
Analysis Period (min) 15
Description: 05-0900
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp





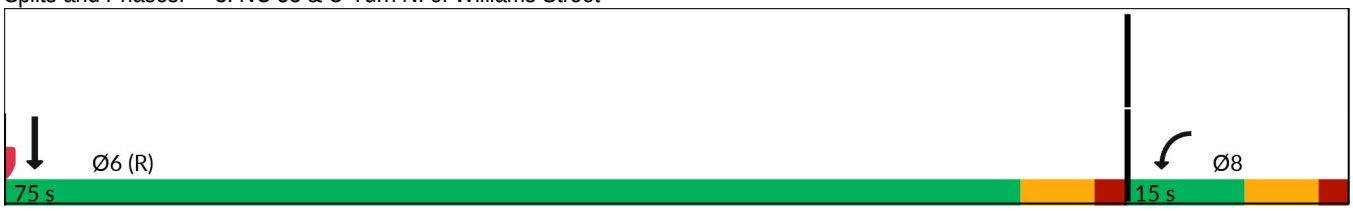
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	204	0	0	0	0	3603
Future Volume (vph)	204	0	0	0	0	3603
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	1					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1055
Travel Time (s)	1.1		6.9			16.0
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	227	0	0	0	0	4003
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	15.0					75.0
Total Split (%)	16.7%					83.3%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	10.0					70.0
Actuated g/C Ratio	0.11					0.78
v/c Ratio	0.59					1.01
Control Delay (s/veh)	40.1					28.7
Queue Delay	0.0					0.0
Total Delay (s/veh)	40.1					28.7

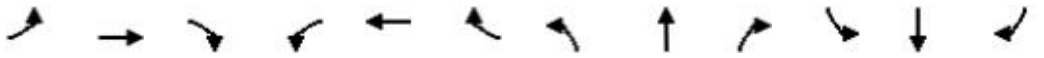
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	D					C
Approach Delay (s/veh)	40.1					28.7
Approach LOS	D					C
Queue Length 50th (ft)	65					~723
Queue Length 95th (ft)	m81					#986
Internal Link Dist (ft)	1		374			975
Turn Bay Length (ft)						
Base Capacity (vph)	382					3955
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.59					1.01

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 29.3		Intersection LOS: C	
Intersection Capacity Utilization 152.6%		ICU Level of Service H	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	558	0	397	0	0	0	0	0	2413	229
Future Volume (vph)	0	0	558	0	397	0	0	0	0	0	2413	229
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									133
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	620	0	441	0	0	0	0	0	2681	254
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			24.0		24.0						56.0	56.0
Actuated g/C Ratio			0.27		0.27						0.62	0.62
v/c Ratio			0.80		0.47						0.85	0.25
Control Delay (s/veh)			36.8		29.2						13.6	4.9
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			36.8		29.2						13.6	4.9

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			D		C						B	A
Approach Delay (s/veh)		36.8			29.2						12.8	
Approach LOS		D			C						B	
Queue Length 50th (ft)			172		123						305	30
Queue Length 95th (ft)			243		m172						m300	m31
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3162	1035
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.77		0.45						0.85	0.25

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 60			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.85			
Intersection Signal Delay (s/veh): 18.3		Intersection LOS: B	
Intersection Capacity Utilization 118.8%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: NC 55 & Forest Light Way



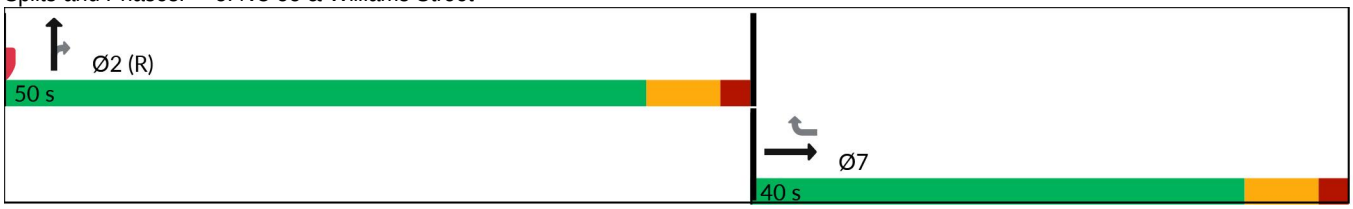
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1141	0	0	0	890	0	2044	328	0	0	0
Future Volume (vph)	0	1141	0	0	0	890	0	2044	328	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			48			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	1268	0	0	0	989	0	2271	364	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		35.0				35.0		45.0	45.0			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.92				0.69		0.89	0.45			
Control Delay (s/veh)		25.8				24.8		20.9	13.3			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		25.8				24.8		20.9	13.3			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		C				C		C	B			
Approach Delay (s/veh)		25.8			24.8			19.9				
Approach LOS		C			C			B				
Queue Length 50th (ft)		356				195		260	90			
Queue Length 95th (ft)		m355				255		371	m120			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2542	815			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.92				0.69		0.89	0.45			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 75			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.92			
Intersection Signal Delay (s/veh): 22.4		Intersection LOS: C	
Intersection Capacity Utilization 113.0%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street





Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	422	0	0	2359	0	0
Future Volume (vph)	422	0	0	2359	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	9					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	469	0	0	2621	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	18.3			61.7		
Actuated g/C Ratio	0.20			0.69		
v/c Ratio	0.67			0.75		
Control Delay (s/veh)	33.6			11.2		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	33.6			11.2		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	C			B		
Approach Delay (s/veh)	33.6			11.2		
Approach LOS	C			B		
Queue Length 50th (ft)	136			324		
Queue Length 95th (ft)	m170			399		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	769			3488		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.61			0.75		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.75			
Intersection Signal Delay (s/veh): 14.6		Intersection LOS: B	
Intersection Capacity Utilization 75.4%		ICU Level of Service D	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way





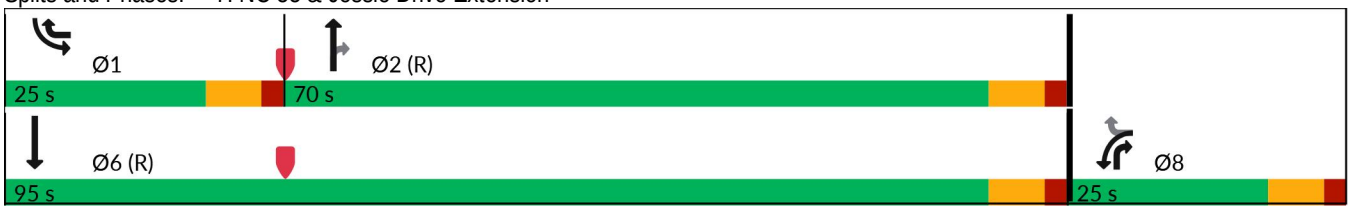
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	455	192	2398	213	340	3113
Future Volume (vph)	455	192	2398	213	340	3113
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	350	0		100	250	
Storage Lanes	1	1		2	2	
Taper Length (ft)	100				200	
Satd. Flow (prot)	3433	1583	5085	1583	3433	3539
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	3433	1583	5085	1583	3433	3539
Right Turn on Red		No		No		
Satd. Flow (RTOR)						
Link Speed (mph)	35		45			45
Link Distance (ft)	469		575			844
Travel Time (s)	9.1		8.7			12.8
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	506	213	2664	237	378	3459
Turn Type	Prot	pm+ov	NA	pm+ov	Prot	NA
Protected Phases	8	1	2	8	1	6
Permitted Phases		8		2		
Detector Phase	8	1	2	8	1	6
Switch Phase						
Minimum Initial (s)	7.0	7.0	12.0	7.0	7.0	12.0
Minimum Split (s)	14.0	14.0	19.0	14.0	14.0	19.0
Total Split (s)	25.0	25.0	70.0	25.0	25.0	95.0
Total Split (%)	20.8%	20.8%	58.3%	20.8%	20.8%	79.2%
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	-2.0	-2.0	-2.0	-2.0	-2.0	-2.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag		Lead	Lag		Lead	
Lead-Lag Optimize?		Yes	Yes		Yes	
Recall Mode	None	None	C-Max	None	None	C-Max
Act Effct Green (s)	20.0	43.8	66.2	91.2	18.8	90.0
Actuated g/C Ratio	0.17	0.37	0.55	0.76	0.16	0.75
v/c Ratio	0.88	0.37	0.95	0.20	0.70	1.30
Control Delay (s/veh)	67.9	31.4	34.7	4.7	55.4	158.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	67.9	31.4	34.7	4.7	55.4	158.9

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	E	C	C	A	E	F
Approach Delay (s/veh)	57.1		32.3			148.7
Approach LOS	E		C			F
Queue Length 50th (ft)	203	122	709	47	145	~1837
Queue Length 95th (ft)	#298	192	#863	73	198	#1950
Internal Link Dist (ft)	389		495			764
Turn Bay Length (ft)	350			100	250	
Base Capacity (vph)	572	593	2804	1202	572	2654
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.88	0.36	0.95	0.20	0.66	1.30

Intersection Summary			
Area Type:	Other		
Cycle Length: 120			
Actuated Cycle Length: 120			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green			
Natural Cycle: 140			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.30			
Intersection Signal Delay (s/veh): 94.6		Intersection LOS: F	
Intersection Capacity Utilization 107.4%		ICU Level of Service G	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 7: NC 55 & Jessie Drive Extension





Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	0	120	2457	134	0	3453
Future Volume (vph)	0	120	2457	134	0	3453
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	0	1		1	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	1611	3539	1583	0	3539
Flt Permitted						
Satd. Flow (perm)	0	1611	3539	1583	0	3539
Link Speed (mph)	25		45			45
Link Distance (ft)	954		844			825
Travel Time (s)	26.0		12.8			12.5
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	133	2730	149	0	3837
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 98.8%		ICU Level of Service F	
Analysis Period (min) 15			

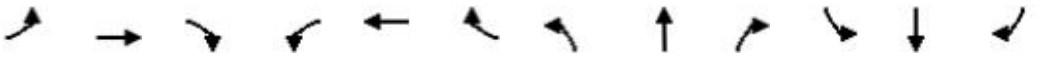
Intersection	
Int Delay, s/veh	2.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	120	2457	134	0	3453
Future Vol, veh/h	0	120	2457	134	0	3453
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	133	2730	149	0	3837

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	-	1365	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	137	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	-	137	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	132.17	0	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBT
Capacity (veh/h)	-	-	137	-
HCM Lane V/C Ratio	-	-	0.972	-
HCM Ctrl Dly (s/v)	-	-	132.2	-
HCM Lane LOS	-	-	F	-
HCM 95th %tile Q(veh)	-	-	6.8	-



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	456	96	0	478	4	0	0	47	0	0	171
Future Volume (vph)	0	456	96	0	478	4	0	0	47	0	0	171
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3447	0	0	3536	0	0	0	1611	0	0	1611
Flt Permitted												
Satd. Flow (perm)	0	3447	0	0	3536	0	0	0	1611	0	0	1611
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		469			270			464			592	
Travel Time (s)		9.1			5.3			12.7			16.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	614	0	0	535	0	0	0	52	0	0	190
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.6%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	456	96	0	478	4	0	0	47	0	0	171
Future Vol, veh/h	0	456	96	0	478	4	0	0	47	0	0	171
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	507	107	0	531	4	0	0	52	0	0	190

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	-	-	0	-	-	307	-	-	268
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	-	-	0	0	689	0	0	730
Stage 1	0	-	-	0	-	-	0	0	-	0	0	-
Stage 2	0	-	-	0	-	-	0	0	-	0	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	-	-	-	-	-	-	-	-	689	-	-	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	10.65	11.65
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT	WBR	SBLn1
Capacity (veh/h)	689	-	-	-	-	730
HCM Lane V/C Ratio	0.076	-	-	-	-	0.26
HCM Ctrl Dly (s/v)	10.7	-	-	-	-	11.7
HCM Lane LOS	B	-	-	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	-	1

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	47	357	35	64	4	112	7	108	17	4	7	17
Future Volume (vph)	47	357	35	64	4	112	7	108	17	4	7	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)			0%			0%			0%			0%
Storage Length (ft)		100		0	100		0	0		0	0	
Storage Lanes		1		0	1		0	1		0	1	
Taper Length (ft)		100			100			25			25	
Satd. Flow (prot)	0	1770	3196	0	1770	3507	0	1770	1814	0	1770	1604
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	3196	0	1770	3507	0	1770	1814	0	1770	1604
Link Speed (mph)			35			35			25			25
Link Distance (ft)			270			343			515			582
Travel Time (s)			5.3			6.7			14.0			15.9
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)			0%			0%			0%			0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	449	110	0	4	132	0	120	23	0	8	255
Sign Control			Free			Free			Stop			Stop

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.0%		ICU Level of Service B	
Analysis Period (min) 15			



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	212
Future Volume (vph)	212
Ideal Flow (vphpl)	1900
Lane Width (ft)	12
Grade (%)	
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	
Peak Hour Factor	0.90
Growth Factor	100%
Heavy Vehicles (%)	2%
Bus Blockages (#/hr)	0
Parking (#/hr)	
Mid-Block Traffic (%)	
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Sign Control	

Intersection Summary

Intersection	
Int Delay, s/veh	45.9

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	47	357	35	64	4	112	7	108	17	4	7	17	212
Future Vol, veh/h	47	357	35	64	4	112	7	108	17	4	7	17	212
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	100	-	-	100	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	52	397	39	71	4	124	8	120	19	4	8	19	236

Major/Minor	Major1				Major2			Minor1			Minor2		
Conflicting Flow All	132	132	0	0	110	0	0	1053	1113	55	1064	1145	66
Stage 1	-	-	-	-	-	-	-	972	972	-	137	137	-
Stage 2	-	-	-	-	-	-	-	81	141	-	927	1008	-
Critical Hdwy	6.44	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1181	1450	-	-	1478	-	-	181	207	1000	177	198	984
Stage 1	-	-	-	-	-	-	-	271	329	-	852	782	-
Stage 2	-	-	-	-	-	-	-	919	779	-	289	316	-
Platoon blocked, %			-	-		-	-						
Mov Cap-1 Maneuver	1354	1354	-	-	1478	-	-	~ 82	138	1000	106	132	984
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 82	138	-	106	132	-
Stage 1	-	-	-	-	-	-	-	181	220	-	849	780	-
Stage 2	-	-	-	-	-	-	-	680	777	-	176	211	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	7.21	0.24	297.6	14.54
HCM LOS			F	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	82	165	1354	-	-	1478	-	-	106	665
HCM Lane V/C Ratio	1.457	0.141	0.332	-	-	0.003	-	-	0.073	0.382
HCM Ctrl Dly (s/v)	$ 349.6	30.4	9	-	-	7.4	-	-	41.5	13.7
HCM Lane LOS	F	D	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	9.5	0.5	1.5	-	-	0	-	-	0.2	1.8

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	45	63	0	0	59
Future Volume (vph)	0	45	63	0	0	59
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	0	1
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	3539	3539	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3539	0	0	1611
Link Speed (mph)		35	35		25	
Link Distance (ft)		343	284		459	
Travel Time (s)		6.7	5.5		12.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	50	70	0	0	66
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 13.7%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	45	63	0	0	59
Future Vol, veh/h	0	45	63	0	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	50	70	0	0	66

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	35
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	0	1030
Stage 1	0	-	-	0	0	-
Stage 2	0	-	-	0	0	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	-	1030
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	8.73
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	1030
HCM Lane V/C Ratio	-	-	0.064
HCM Ctrl Dly (s/v)	-	-	8.7
HCM Lane LOS	-	-	A
HCM 95th %tile Q(veh)	-	-	0.2



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	30	15	42	4	4	20
Future Volume (vph)	30	15	42	4	4	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	50		25			
Satd. Flow (prot)	1770	1583	0	1781	1650	0
Flt Permitted	0.950			0.956		
Satd. Flow (perm)	1770	1583	0	1781	1650	0
Link Speed (mph)	35			25	25	
Link Distance (ft)	284			570	373	
Travel Time (s)	5.5			15.5	10.2	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	33	17	0	51	26	0
Sign Control	Free			Stop	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 19.2%		ICU Level of Service A	
Analysis Period (min) 15			



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	30	15	42	4	4	20
Future Volume (Veh/h)	30	15	42	4	4	20
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	33	17	47	4	4	22
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		90	66	83	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		90	66	83	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	98		95	100	99	98
cM capacity (veh/h)	1623		860	808	791	1085

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total	33	17	51	26
Volume Left	33	0	47	0
Volume Right	0	17	0	22
cSH	1623	1700	855	1026
Volume to Capacity	0.02	0.01	0.06	0.03
Queue Length 95th (ft)	2	0	5	2
Control Delay (s/veh)	7.3	0.0	9.5	8.6
Lane LOS	A		A	A
Approach Delay (s/veh)	4.8		9.5	8.6
Approach LOS			A	A

Intersection Summary			
Average Delay	7.5		
Intersection Capacity Utilization	19.2%	ICU Level of Service	A
Analysis Period (min)	15		

7: NC 55 & Jessie Drive Extension Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0
Total Del/Veh (s)	51.7	37.2	16.9	29.8

9: Site Access B (RI/RO) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.2	0.0
Total Del/Veh (s)	1.2	0.7	4.6	3.6	1.5

10: Site Access C (FM) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.2	0.1	0.0
Total Del/Veh (s)	1.5	0.7	10.9	4.7	3.5

11: Jessie Drive Extension & Site Access D (RO Only) Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.1	0.6	2.8	0.4

12: Site Access E (FM) & Jessie Drive Extension Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1	0.0
Total Del/Veh (s)	0.2	4.6	4.0	0.9

Total Zone Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	1761.3

Intersection: 7: NC 55 & Jessie Drive Extension

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	T	T	T	R	L	L	T	T
Maximum Queue (ft)	164	174	151	623	609	200	150	254	236	205	208
Average Queue (ft)	99	110	53	592	585	199	97	138	118	112	97
95th Queue (ft)	152	170	113	619	621	207	186	208	215	169	175
Link Distance (ft)		365	365	527	527					787	787
Upstream Blk Time (%)				29	25						
Queuing Penalty (veh)				456	395						
Storage Bay Dist (ft)	350					100	100	250	250		
Storage Blk Time (%)					33	22	1	0	0		
Queuing Penalty (veh)					400	209	5	1	0		

Intersection: 9: Site Access B (RI/RO) & Jessie Drive Extension

Movement	EB	NB	SB
Directions Served	TR	R	R
Maximum Queue (ft)	38	68	75
Average Queue (ft)	1	20	38
95th Queue (ft)	12	50	57
Link Distance (ft)	365	376	489
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 10: Site Access C (FM) & Jessie Drive Extension

Movement	EB	WB	NB	NB	SB
Directions Served	UL	L	L	TR	TR
Maximum Queue (ft)	52	30	110	52	55
Average Queue (ft)	8	1	46	14	39
95th Queue (ft)	35	10	84	41	57
Link Distance (ft)			416	416	483
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	100	100			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 11: Jessie Drive Extension & Site Access D (RO Only)

Movement	SB
Directions Served	R
Maximum Queue (ft)	31
Average Queue (ft)	10
95th Queue (ft)	34
Link Distance (ft)	357
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 12: Site Access E (FM) & Jessie Drive Extension

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	32	32
Average Queue (ft)	14	8
95th Queue (ft)	40	31
Link Distance (ft)	562	447
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 1465

7: NC 55 & Jessie Drive Extension Performance by approach

Approach	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0
Total Del/Veh (s)	51.9	41.8	45.3	44.6

9: Site Access B (RI/RO) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	1.5	0.8	5.3	5.7	1.9

10: Site Access C (FM) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.2	0.2	0.1
Total Del/Veh (s)	2.7	0.8	15.6	8.8	5.8

11: Jessie Drive Extension & Site Access D (RO Only) Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.2	0.6	3.2	1.4

12: Site Access E (FM) & Jessie Drive Extension Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1	0.1
Total Del/Veh (s)	0.1	4.7	3.0	2.5

Total Zone Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	2021.0

Intersection: 7: NC 55 & Jessie Drive Extension

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	T	T	T	R	L	L	T	T
Maximum Queue (ft)	282	310	214	606	589	200	150	202	450	791	782
Average Queue (ft)	164	171	73	549	550	198	61	100	253	706	665
95th Queue (ft)	246	254	154	625	632	204	159	162	562	907	862
Link Distance (ft)		366	366	498	498					782	782
Upstream Blk Time (%)				34	32					1	0
Queuing Penalty (veh)				447	421					17	6
Storage Bay Dist (ft)	350					100	100	250	250		
Storage Blk Time (%)					39	28	0			25	
Queuing Penalty (veh)					410	227	0			76	

Intersection: 9: Site Access B (RI/RO) & Jessie Drive Extension

Movement	EB	NB	SB
Directions Served	T	R	R
Maximum Queue (ft)	17	68	75
Average Queue (ft)	1	29	45
95th Queue (ft)	6	58	71
Link Distance (ft)	366	417	546
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 10: Site Access C (FM) & Jessie Drive Extension

Movement	EB	NB	NB	SB	SB
Directions Served	UL	L	TR	L	TR
Maximum Queue (ft)	145	134	53	31	160
Average Queue (ft)	46	57	20	7	55
95th Queue (ft)	105	109	46	28	104
Link Distance (ft)		468	468	535	535
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	100				
Storage Blk Time (%)	1				
Queuing Penalty (veh)	0				

Intersection: 11: Jessie Drive Extension & Site Access D (RO Only)

Movement	SB
Directions Served	R
Maximum Queue (ft)	54
Average Queue (ft)	30
95th Queue (ft)	49
Link Distance (ft)	412
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 12: Site Access E (FM) & Jessie Drive Extension

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	67	31
Average Queue (ft)	28	20
95th Queue (ft)	53	44
Link Distance (ft)	535	327
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

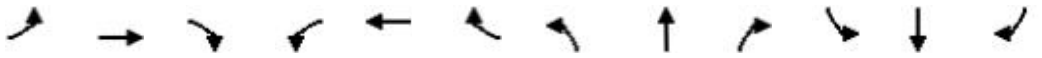
Zone Summary

Zone wide Queuing Penalty: 1604

Appendix J:

Synchro Output:

Build-out (2030) – Access Scenario 2



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1293	4	499	133	1357	0	0	1275	145
Future Volume (vph)	0	0	0	1293	4	499	133	1357	0	0	1275	145
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3009	1509	2603	1687	3374	0	0	4893	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						70						92
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	7%	7%	7%	7%	7%	7%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	963	478	554	148	1508	0	0	1417	161
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				53.3	53.3	53.3	14.2	66.7			47.5	47.5
Actuated g/C Ratio				0.41	0.41	0.41	0.11	0.51			0.37	0.37
v/c Ratio				0.78	0.77	0.50	0.80	0.87			0.79	0.26
Control Delay (s/veh)				38.4	42.7	26.0	107.1	25.4			41.4	14.6
Queue Delay				0.0	0.0	0.0	0.0	0.9			0.0	0.0
Total Delay (s/veh)				38.4	42.7	26.0	107.1	26.3			41.4	14.6

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				D	D	C	F	C			D	B
Approach Delay (s/veh)					36.0			33.5			38.7	
Approach LOS					D			C			D	
Queue Length 50th (ft)				393	389	174	128	250			420	42
Queue Length 95th (ft)				487	553	235	m167	367			486	99
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1273	638	1141	194	1732			1789	615
Starvation Cap Reductn				0	0	0	0	68			0	0
Spillback Cap Reductn				0	0	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				0.76	0.75	0.49	0.76	0.91			0.79	0.26

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green
Natural Cycle: 75
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.87
Intersection Signal Delay (s/veh): 36.0 Intersection LOS: D
Intersection Capacity Utilization 76.2% ICU Level of Service D
Analysis Period (min) 15
Description: 05-0209
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	249	4	216	0	0	0	0	1237	1506	407	2159	0
Future Volume (vph)	249	4	216	0	0	0	0	1237	1506	407	2159	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1543	1550	1454	0	0	0	0	3471	1553	1720	4942	0
Flt Permitted	0.950	0.954								0.113		
Satd. Flow (perm)	1543	1550	1454	0	0	0	0	3471	1553	205	4942	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						694			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1					1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.96	0.96	0.96	0.96	0.96	0.96
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	10%	10%	10%	2%	2%	2%	4%	4%	4%	6%	6%	6%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	132	131	225	0	0	0	0	1289	1569	424	2249	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	20.0	20.0	20.0					65.0		45.0	110.0	
Total Split (%)	15.4%	15.4%	15.4%					50.0%		34.6%	84.6%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	15.0	15.0	15.0					68.1	130.0	100.0	105.0	
Actuated g/C Ratio	0.12	0.12	0.12					0.52	1.00	0.77	0.81	
v/c Ratio	0.74	0.74	0.97					0.71	1.01	0.80	0.56	
Control Delay (s/veh)	80.3	79.7	90.4					27.4	28.6	66.0	12.4	
Queue Delay	0.0	0.0	0.0					0.0	0.0	0.0	0.7	
Total Delay (s/veh)	80.3	79.7	90.4					27.4	28.6	66.0	13.0	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	E	F					C	C	E	B	
Approach Delay (s/veh)		84.8						28.1			21.4	
Approach LOS		F						C			C	
Queue Length 50th (ft)	124	123	143					437	~29	333	446	
Queue Length 95th (ft)	#236	#233	#325					594	#304	m437	481	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	178	178	232					1817	1553	629	3991	
Starvation Cap Reductn	0	0	0					0	0	0	1233	
Spillback Cap Reductn	0	0	0					17	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.74	0.74	0.97					0.72	1.01	0.67	0.82	

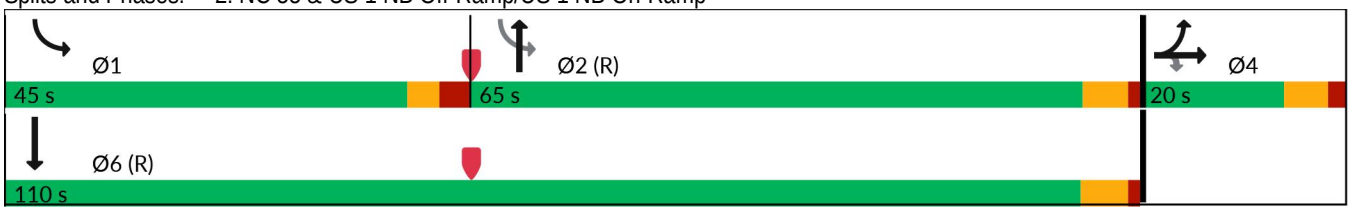
Intersection Summary			
Area Type:	Other		
Cycle Length: 130			
Actuated Cycle Length: 130			
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green			
Natural Cycle: 70			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 29.7		Intersection LOS: C	
Intersection Capacity Utilization 76.2%		ICU Level of Service D	
Analysis Period (min) 15			
Description: 05-0900			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp



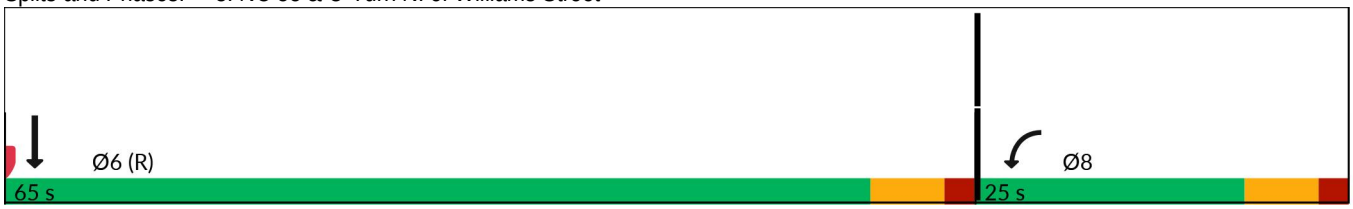
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	357	0	0	0	0	2319
Future Volume (vph)	357	0	0	0	0	2319
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	10					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1068
Travel Time (s)	1.1		6.9			16.2
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	397	0	0	0	0	2577
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	25.0					65.0
Total Split (%)	27.8%					72.2%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	17.0					63.0
Actuated g/C Ratio	0.19					0.70
v/c Ratio	0.60					0.72
Control Delay (s/veh)	34.2					13.5
Queue Delay	0.0					0.0
Total Delay (s/veh)	34.2					13.5

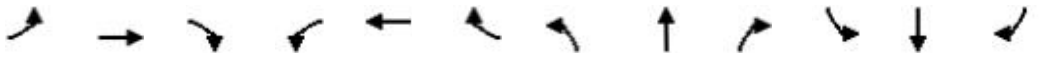
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	C					B
Approach Delay (s/veh)	34.2					13.5
Approach LOS	C					B
Queue Length 50th (ft)	100					391
Queue Length 95th (ft)	m101					m494
Internal Link Dist (ft)	1		374			988
Turn Bay Length (ft)						
Base Capacity (vph)	770					3557
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.52					0.72

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.72			
Intersection Signal Delay (s/veh): 16.3		Intersection LOS: B	
Intersection Capacity Utilization 137.1%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	466	0	333	0	0	0	0	0	1934	331
Future Volume (vph)	0	0	466	0	333	0	0	0	0	0	1934	331
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									191
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	518	0	370	0	0	0	0	0	2149	368
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			22.2		22.2						57.8	57.8
Actuated g/C Ratio			0.25		0.25						0.64	0.64
v/c Ratio			0.72		0.42						0.66	0.34
Control Delay (s/veh)			33.8		29.4						8.3	3.3
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			33.8		29.4						8.3	3.3

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			C		C						A	A
Approach Delay (s/veh)		33.8			29.4						7.5	
Approach LOS		C			C						A	
Queue Length 50th (ft)			139		103						169	19
Queue Length 95th (ft)			196		146						168	m37
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3266	1085
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.64		0.38						0.66	0.34

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.72			
Intersection Signal Delay (s/veh): 13.9		Intersection LOS: B	
Intersection Capacity Utilization 103.7%		ICU Level of Service G	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: NC 55 & Forest Light Way



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	403	0	0	0	1358	0	2057	178	0	0	0
Future Volume (vph)	0	403	0	0	0	1358	0	2057	178	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			198			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	448	0	0	0	1509	0	2286	198	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		35.0				35.0		45.0	45.0			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.33				1.05		0.90	0.22			
Control Delay (s/veh)		19.7				66.6		20.8	2.8			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		19.7				66.6		20.8	2.8			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		B				E		C	A			
Approach Delay (s/veh)		19.7			66.6			19.3				
Approach LOS		B			E			B				
Queue Length 50th (ft)		104				~414		237	0			
Queue Length 95th (ft)		154				#530		324	m29			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2542	890			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.33				1.05		0.90	0.22			

Intersection Summary

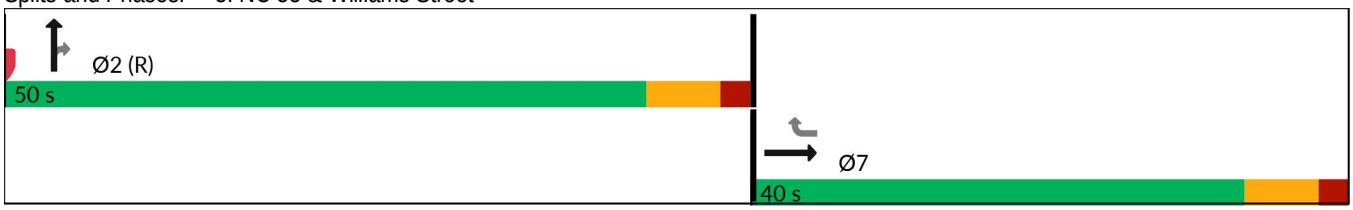
Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green
Natural Cycle: 90
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 1.05
Intersection Signal Delay (s/veh): 35.4 Intersection LOS: D
Intersection Capacity Utilization 79.7% ICU Level of Service D
Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street





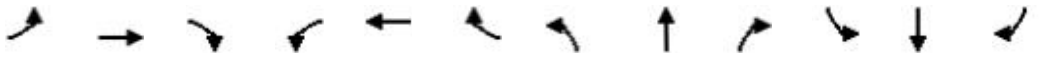
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	327	0	0	2270	0	0
Future Volume (vph)	327	0	0	2270	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	11					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	363	0	0	2522	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	16.4			63.6		
Actuated g/C Ratio	0.18			0.71		
v/c Ratio	0.57			0.70		
Control Delay (s/veh)	36.8			9.4		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	36.8			9.4		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	D			A		
Approach Delay (s/veh)	36.8			9.4		
Approach LOS	D			A		
Queue Length 50th (ft)	111			264		
Queue Length 95th (ft)	146			368		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	771			3595		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.47			0.70		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 45			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.70			
Intersection Signal Delay (s/veh): 12.9		Intersection LOS: B	
Intersection Capacity Utilization 73.7%		ICU Level of Service D	
Analysis Period (min) 15			

Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	280	0	0	0	370	0	2831	250	0	0	0
Future Volume (vph)	0	280	0	0	0	370	0	2831	250	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		100	0		0
Storage Lanes	0		0	0		2	0		2	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	2787	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	2787	0	5085	1583	0	0	0
Right Turn on Red	No		No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		206			452			471			657	
Travel Time (s)		4.0			8.8			7.1			10.0	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	311	0	0	0	411	0	3146	278	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		25.0				25.0		25.0	25.0			
Total Split (s)		35.0				35.0		55.0	55.0			
Total Split (%)		38.9%				38.9%		61.1%	61.1%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		21.2				21.2		58.8	58.8			
Actuated g/C Ratio		0.24				0.24		0.65	0.65			
v/c Ratio		0.37				0.63		0.95	0.27			
Control Delay (s/veh)		25.4				36.1		20.5	8.2			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		25.4				36.1		20.5	8.2			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		C				D		C	A			
Approach Delay (s/veh)		25.4			36.1			19.5				
Approach LOS		C			D			B				
Queue Length 50th (ft)		83				122		557	74			
Queue Length 95th (ft)		m80				162		m#773	m87			
Internal Link Dist (ft)		126			372			391			577	
Turn Bay Length (ft)									100			
Base Capacity (vph)		1179				929		3324	1034			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.26				0.44		0.95	0.27			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 80			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.95			
Intersection Signal Delay (s/veh): 21.6		Intersection LOS: C	
Intersection Capacity Utilization 132.5%		ICU Level of Service H	
Analysis Period (min) 15			

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: NC 55 & Jessie Drive Extension





Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	0	130	2795	154	0	0
Future Volume (vph)	0	130	2795	154	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	0	1		1	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	1611	3539	1583	0	0
Flt Permitted						
Satd. Flow (perm)	0	1611	3539	1583	0	0
Link Speed (mph)	25		45			45
Link Distance (ft)	954		188			825
Travel Time (s)	26.0		2.8			12.5
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	144	3106	171	0	0
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 92.0%		ICU Level of Service F	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	13.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	130	2795	154	0	0
Future Vol, veh/h	0	130	2795	154	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	144	3106	171	0	0

Major/Minor	Minor1		Major1	
Conflicting Flow All	-	1553	0	0
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.94	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.32	-	-
Pot Cap-1 Maneuver	0	~ 102	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-
Platoon blocked, %			-	-
Mov Cap-1 Maneuver	-	~ 102	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	WB	NB
HCM Ctrl Dly, s/v	$ 309.22	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBR	WBLn1
Capacity (veh/h)	-	-	102
HCM Lane V/C Ratio	-	-	1.413
HCM Ctrl Dly (s/v)	-	-	-$ 309.2
HCM Lane LOS	-	-	F
HCM 95th %tile Q(veh)	-	-	10.5

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	428	102	0	239	4	0	0	36	0	0	131
Future Volume (vph)	0	428	102	0	239	4	0	0	36	0	0	131
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3437	0	0	3532	0	0	0	1611	0	0	1611
Flt Permitted												
Satd. Flow (perm)	0	3437	0	0	3532	0	0	0	1611	0	0	1611
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		452			270			464			592	
Travel Time (s)		8.8			5.3			12.7			16.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	589	0	0	270	0	0	0	40	0	0	146
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 25.1%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	428	102	0	239	4	0	0	36	0	0	131
Future Vol, veh/h	0	428	102	0	239	4	0	0	36	0	0	131
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	476	113	0	266	4	0	0	40	0	0	146

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	-	-	0	-	-	294	-	-	135
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	-	-	0	0	702	0	0	889
Stage 1	0	-	-	0	-	-	0	0	-	0	0	-
Stage 2	0	-	-	0	-	-	0	0	-	0	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	-	-	-	-	-	-	-	-	702	-	-	889
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	10.44	9.84
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT	WBR	SBLn1
Capacity (veh/h)	702	-	-	-	-	889
HCM Lane V/C Ratio	0.057	-	-	-	-	0.164
HCM Ctrl Dly (s/v)	10.4	-	-	-	-	9.8
HCM Lane LOS	B	-	-	-	-	A
HCM 95th %tile Q(veh)	0.2	-	-	-	-	0.6

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	36	255	124	49	4	20	6	91	16	4	5	14
Future Volume (vph)	36	255	124	49	4	20	6	91	16	4	5	14
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)			0%			0%			0%			0%
Storage Length (ft)		100		0	100		0	0		0	0	
Storage Lanes		1		0	1		0	1		0	1	
Taper Length (ft)		100			100			25			25	
Satd. Flow (prot)	0	1770	3391	0	1770	3412	0	1770	1812	0	1770	1621
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	3391	0	1770	3412	0	1770	1812	0	1770	1621
Link Speed (mph)			35			35			25			25
Link Distance (ft)			270			343			515			582
Travel Time (s)			5.3			6.7			14.0			15.9
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)			0%			0%			0%			0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	323	192	0	4	29	0	101	22	0	6	118
Sign Control			Free			Free			Stop			Stop

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.2%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	92
Future Volume (vph)	92
Ideal Flow (vphpl)	1900
Lane Width (ft)	12
Grade (%)	
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	
Peak Hour Factor	0.90
Growth Factor	100%
Heavy Vehicles (%)	2%
Bus Blockages (#/hr)	0
Parking (#/hr)	
Mid-Block Traffic (%)	
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Sign Control	

Intersection Summary

Intersection	
Int Delay, s/veh	12.1

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	36	255	124	49	4	20	6	91	16	4	5	14	92
Future Vol, veh/h	36	255	124	49	4	20	6	91	16	4	5	14	92
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	100	-	-	100	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	283	138	54	4	22	7	101	18	4	6	16	102

Major/Minor	Major1				Major2			Minor1			Minor2		
Conflicting Flow All	29	29	0	0	192	0	0	839	849	96	759	873	14
Stage 1	-	-	-	-	-	-	-	812	812	-	34	34	-
Stage 2	-	-	-	-	-	-	-	28	38	-	724	839	-
Critical Hdwy	6.44	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1370	1583	-	-	1379	-	-	258	296	941	296	287	1062
Stage 1	-	-	-	-	-	-	-	339	391	-	977	866	-
Stage 2	-	-	-	-	-	-	-	986	863	-	383	379	-
Platoon blocked, %			-	-		-	-						
Mov Cap-1 Maneuver	1530	1530	-	-	1379	-	-	173	233	941	217	226	1062
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	173	233	-	217	226	-
Stage 1	-	-	-	-	-	-	-	267	308	-	974	863	-
Stage 2	-	-	-	-	-	-	-	872	860	-	283	299	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	5.01	1.02	45.51	11.54
HCM LOS			E	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	173	274	1530	-	-	1379	-	-	217	713
HCM Lane V/C Ratio	0.583	0.081	0.211	-	-	0.003	-	-	0.026	0.165
HCM Ctrl Dly (s/v)	51.3	19.3	8	-	-	7.6	-	-	22	11
HCM Lane LOS	F	C	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	3.1	0.3	0.8	-	-	0	-	-	0.1	0.6



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	132	16	0	0	13
Future Volume (vph)	0	132	16	0	0	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	0	1
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	3539	3539	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3539	0	0	1611
Link Speed (mph)		35	35		25	
Link Distance (ft)		343	284		459	
Travel Time (s)		6.7	5.5		12.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	147	18	0	0	14
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 13.3%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↱
Traffic Vol, veh/h	0	132	16	0	0	13
Future Vol, veh/h	0	132	16	0	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	147	18	0	0	14

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	9
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	0	1070
Stage 1	0	-	-	0	0	-
Stage 2	0	-	-	0	0	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	-	1070
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	8.41
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	1070
HCM Lane V/C Ratio	-	-	0.013
HCM Ctrl Dly (s/v)	-	-	8.4
HCM Lane LOS	-	-	A
HCM 95th %tile Q(veh)	-	-	0



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	86	46	10	4	4	6
Future Volume (vph)	86	46	10	4	4	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	50		25			
Satd. Flow (prot)	1770	1583	0	1798	1703	0
Flt Permitted	0.950			0.965		
Satd. Flow (perm)	1770	1583	0	1798	1703	0
Link Speed (mph)	35			25	25	
Link Distance (ft)	284			570	373	
Travel Time (s)	5.5			15.5	10.2	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	96	51	0	15	11	0
Sign Control	Free			Stop	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 18.9%		ICU Level of Service A	
Analysis Period (min) 15			



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	86	46	10	4	4	6
Future Volume (Veh/h)	86	46	10	4	4	6
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	96	51	11	4	4	7
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		201	192	243	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		201	192	243	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	94		98	99	99	99
cM capacity (veh/h)	1623		715	661	620	1085

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total	96	51	15	11
Volume Left	96	0	11	0
Volume Right	0	51	0	7
cSH	1623	1700	700	852
Volume to Capacity	0.06	0.03	0.02	0.01
Queue Length 95th (ft)	5	0	2	1
Control Delay (s/veh)	7.4	0.0	10.3	9.3
Lane LOS	A		B	A
Approach Delay (s/veh)	4.8		10.3	9.3
Approach LOS			B	A

Intersection Summary			
Average Delay	5.6		
Intersection Capacity Utilization	18.9%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	252	0	0	0	0	2193
Future Volume (vph)	252	0	0	0	0	2193
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	3539
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	3539
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	14					
Link Speed (mph)	45		30			45
Link Distance (ft)	143		578			838
Travel Time (s)	2.2		13.1			12.7
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	280	0	0	0	0	2437
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	25.0					25.0
Total Split (s)	25.0					65.0
Total Split (%)	27.8%					72.2%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	14.3					65.7
Actuated g/C Ratio	0.16					0.73
v/c Ratio	0.50					0.94
Control Delay (s/veh)	33.3					20.9
Queue Delay	0.0					0.0
Total Delay (s/veh)	33.3					20.9

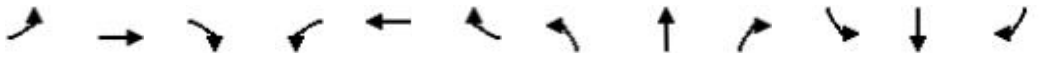
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	C					C
Approach Delay (s/veh)	33.3					20.9
Approach LOS	C					C
Queue Length 50th (ft)	78					532
Queue Length 95th (ft)	m87					#914
Internal Link Dist (ft)	63		498			758
Turn Bay Length (ft)						
Base Capacity (vph)	773					2585
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.36					0.94

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.94			
Intersection Signal Delay (s/veh): 22.2		Intersection LOS: C	
Intersection Capacity Utilization 125.1%		ICU Level of Service H	
Analysis Period (min) 15			

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 71: NC 55/NC 55 SB & U-Turn North of Jessie Dr. Ext.





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	0	1750	4	530	209	1243	0	0	1597	249
Future Volume (vph)	0	0	0	1750	4	530	209	1243	0	0	1597	249
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			4%			0%			0%	
Storage Length (ft)	0		0	425		400	150		0	0		150
Storage Lanes	0		0	1		2	1		0	0		1
Taper Length (ft)	25			225			75			25		
Satd. Flow (prot)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1568
Flt Permitted				0.950	0.953		0.950					
Satd. Flow (perm)	0	0	0	3156	1583	2731	1752	3505	0	0	5036	1535
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						70						126
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		1164			1095			597			1074	
Travel Time (s)		17.6			16.6			9.0			16.3	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)									1			1
Peak Hour Factor	0.90	0.90	0.90	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	3%	3%	3%	3%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)				33%								
Lane Group Flow (vph)	0	0	0	1185	587	535	211	1256	0	0	1613	252
Turn Type				Split	NA	Perm	Prot	NA			NA	Perm
Protected Phases				4	4		5	2			6	
Permitted Phases						4						6
Detector Phase				4	4	4	5	2			6	6
Switch Phase												
Minimum Initial (s)				7.0	7.0	7.0	7.0	12.0			12.0	12.0
Minimum Split (s)				12.8	12.8	12.8	12.5	18.4			18.4	18.4
Total Split (s)				60.0	60.0	60.0	20.0	70.0			50.0	50.0
Total Split (%)				46.2%	46.2%	46.2%	15.4%	53.8%			38.5%	38.5%
Yellow Time (s)				4.2	4.2	4.2	3.0	4.5			4.5	4.5
All-Red Time (s)				1.6	1.6	1.6	2.1	1.8			1.0	1.0
Lost Time Adjust (s)				-0.8	-0.8	-0.8	-0.1	-1.3			-0.5	-0.5
Total Lost Time (s)				5.0	5.0	5.0	5.0	5.0			5.0	5.0
Lead/Lag							Lead				Lag	Lag
Lead-Lag Optimize?												
Recall Mode				None	None	None	None	C-Max			C-Max	C-Max
Act Effct Green (s)				55.0	55.0	55.0	15.0	65.0			45.0	45.0
Actuated g/C Ratio				0.42	0.42	0.42	0.12	0.50			0.35	0.35
v/c Ratio				0.89	0.88	0.45	1.04	0.72			0.93	0.41
Control Delay (s/veh)				44.2	50.4	24.3	108.0	18.8			51.0	17.8
Queue Delay				35.7	33.5	0.0	0.0	2.0			0.0	0.0
Total Delay (s/veh)				79.8	83.9	24.3	108.0	20.8			51.0	17.8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS				E	F	C	F	C			D	B
Approach Delay (s/veh)					68.0			33.3			46.5	
Approach LOS					E			C			D	
Queue Length 50th (ft)				507	500	157	~193	498			488	78
Queue Length 95th (ft)				618	#747	214	m#327	584			#570	156
Internal Link Dist (ft)		1084			1015			517			994	
Turn Bay Length (ft)				425		400	150					150
Base Capacity (vph)				1335	669	1195	202	1752			1743	613
Starvation Cap Reductn				0	0	0	0	330			0	0
Spillback Cap Reductn				230	115	0	0	0			0	0
Storage Cap Reductn				0	0	0	0	0			0	0
Reduced v/c Ratio				1.07	1.06	0.45	1.04	0.88			0.93	0.41

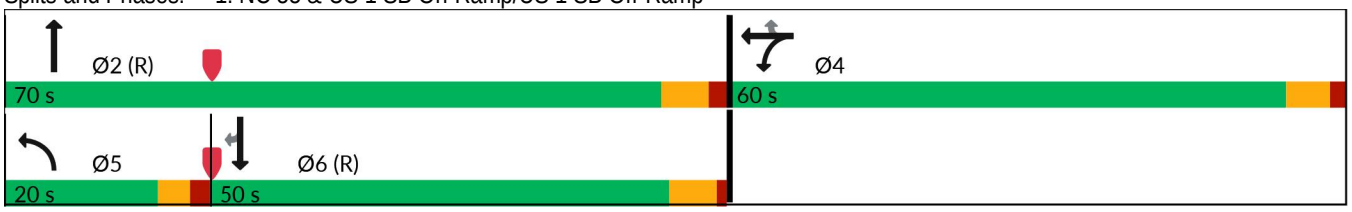
Intersection Summary	
Area Type:	Other
Cycle Length: 130	
Actuated Cycle Length: 130	
Offset: 30 (23%), Referenced to phase 2:NBT and 6:SBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.04	
Intersection Signal Delay (s/veh): 51.9	Intersection LOS: D
Intersection Capacity Utilization 111.7%	ICU Level of Service H
Analysis Period (min) 15	
Description: 05-0209	

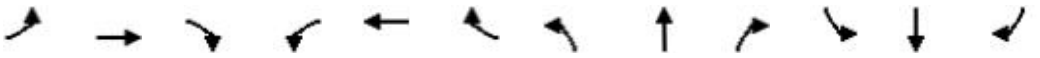
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: NC 55 & US 1 SB On-Ramp/US 1 SB Off-Ramp





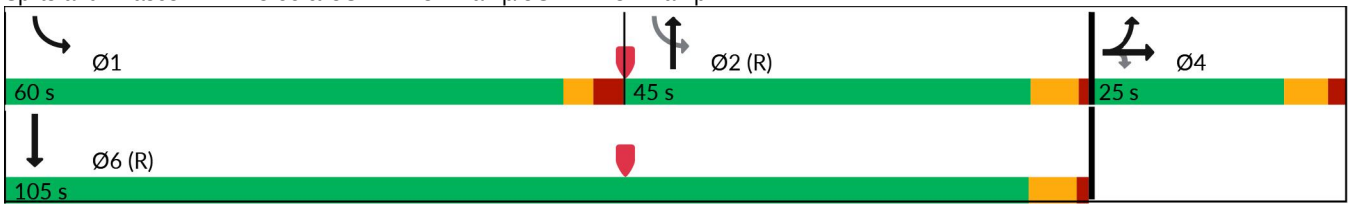
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	167	4	190	0	0	0	0	1266	1454	404	3018	0
Future Volume (vph)	167	4	190	0	0	0	0	1266	1454	404	3018	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		2%			0%			0%			-2%	
Storage Length (ft)	350		100	0		0	0		1000	275		0
Storage Lanes	1		1	0		0	0		1	1		0
Taper Length (ft)	200			25			25			75		
Satd. Flow (prot)	1557	1564	1467	0	0	0	0	3505	1568	1787	5136	0
Flt Permitted	0.950	0.954								0.106		
Satd. Flow (perm)	1557	1564	1467	0	0	0	0	3505	1549	199	5136	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			73						678			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		828			998			1424			597	
Travel Time (s)		12.5			15.1			21.6			9.0	
Confl. Peds. (#/hr)							1		1	1		1
Confl. Bikes (#/hr)												
Peak Hour Factor	0.98	0.98	0.98	0.90	0.90	0.90	0.98	0.98	0.98	0.98	0.98	0.98
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	9%	9%	9%	2%	2%	2%	3%	3%	3%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)	49%											
Lane Group Flow (vph)	87	87	194	0	0	0	0	1292	1484	412	3080	0
Turn Type	Split	NA	Perm					NA	Free	D.P+P	NA	
Protected Phases	4	4						2		1	6	
Permitted Phases			4						Free	2		
Detector Phase	4	4	4					2		1	6	
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0					12.0		7.0	12.0	
Minimum Split (s)	13.0	13.0	13.0					17.5		12.9	17.8	
Total Split (s)	25.0	25.0	25.0					45.0		60.0	105.0	
Total Split (%)	19.2%	19.2%	19.2%					34.6%		46.2%	80.8%	
Yellow Time (s)	4.3	4.3	4.3					4.5		3.0	4.7	
All-Red Time (s)	1.7	1.7	1.7					1.0		2.9	1.1	
Lost Time Adjust (s)	-1.0	-1.0	-1.0					-0.5		-0.9	-0.8	
Total Lost Time (s)	5.0	5.0	5.0					5.0		5.0	5.0	
Lead/Lag								Lag		Lead		
Lead-Lag Optimize?												
Recall Mode	None	None	None					C-Max		None	C-Max	
Act Effct Green (s)	15.8	15.8	15.8					66.4	130.0	99.2	104.2	
Actuated g/C Ratio	0.12	0.12	0.12					0.51	1.00	0.76	0.80	
v/c Ratio	0.46	0.46	0.80					0.72	0.96	0.75	0.75	
Control Delay (s/veh)	59.8	59.7	57.5					30.0	16.8	25.0	12.8	
Queue Delay	0.0	0.0	0.0					0.1	0.0	0.0	18.0	
Total Delay (s/veh)	59.8	59.7	57.5					30.1	16.8	25.1	30.9	

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	E	E	E					C	B	C	C	
Approach Delay (s/veh)		58.6						23.0			30.2	
Approach LOS		E						C			C	
Queue Length 50th (ft)	76	76	107					452	0	339	741	
Queue Length 95th (ft)	136	136	199					#705	#154	m349	749	
Internal Link Dist (ft)		748			918			1344			517	
Turn Bay Length (ft)	350		100						1000	275		
Base Capacity (vph)	239	240	287					1789	1549	831	4115	
Starvation Cap Reductn	0	0	0					0	0	10	1127	
Spillback Cap Reductn	0	0	0					62	0	0	0	
Storage Cap Reductn	0	0	0					0	0	0	0	
Reduced v/c Ratio	0.36	0.36	0.68					0.75	0.96	0.50	1.03	

Intersection Summary

Area Type: Other
Cycle Length: 130
Actuated Cycle Length: 130
Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.96
Intersection Signal Delay (s/veh): 28.7 Intersection LOS: C
Intersection Capacity Utilization 111.7% ICU Level of Service H
Analysis Period (min) 15
Description: 05-0900
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 55 & US 1 NB Off-Ramp/US 1 NB On-Ramp





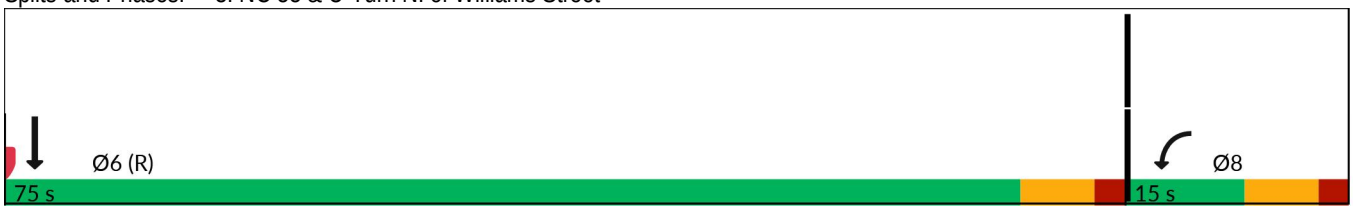
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	204	0	0	0	0	3603
Future Volume (vph)	204	0	0	0	0	3603
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	5085
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	5085
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	1					
Link Speed (mph)	45		45			45
Link Distance (ft)	70		454			1067
Travel Time (s)	1.1		6.9			16.2
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	227	0	0	0	0	4003
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	14.0					21.0
Total Split (s)	15.0					75.0
Total Split (%)	16.7%					83.3%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	10.0					70.0
Actuated g/C Ratio	0.11					0.78
v/c Ratio	0.59					1.01
Control Delay (s/veh)	40.1					21.9
Queue Delay	0.0					0.0
Total Delay (s/veh)	40.1					21.9

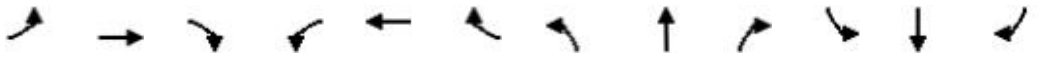
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	D					C
Approach Delay (s/veh)	40.1					21.9
Approach LOS	D					C
Queue Length 50th (ft)	65					~678
Queue Length 95th (ft)	m81					m398
Internal Link Dist (ft)	1		374			987
Turn Bay Length (ft)						
Base Capacity (vph)	382					3955
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.59					1.01

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 22.9		Intersection LOS: C	
Intersection Capacity Utilization 152.6%		ICU Level of Service H	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: NC 55 & U-Turn N. of Williams Street





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	0	558	0	397	0	0	0	0	0	2413	229
Future Volume (vph)	0	0	558	0	397	0	0	0	0	0	2413	229
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		100
Storage Lanes	0		2	0		0	0		0	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Flt Permitted												
Satd. Flow (perm)	0	0	2787	0	3539	0	0	0	0	0	5085	1583
Right Turn on Red			Yes	Yes		Yes			Yes			Yes
Satd. Flow (RTOR)			48									133
Link Speed (mph)		35			45			45			45	
Link Distance (ft)		885			193			656			387	
Travel Time (s)		17.2			2.9			9.9			5.9	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	0	620	0	441	0	0	0	0	0	2681	254
Turn Type			Perm		NA						NA	Perm
Protected Phases					3						6	
Permitted Phases			3									6
Detector Phase			3		3						6	6
Switch Phase												
Minimum Initial (s)			7.0		7.0						14.0	14.0
Minimum Split (s)			14.0		14.0						21.0	21.0
Total Split (s)			30.0		30.0						60.0	60.0
Total Split (%)			33.3%		33.3%						66.7%	66.7%
Yellow Time (s)			5.0		5.0						5.0	5.0
All-Red Time (s)			2.0		2.0						2.0	2.0
Lost Time Adjust (s)			-2.0		-2.0						-2.0	-2.0
Total Lost Time (s)			5.0		5.0						5.0	5.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode			None		None						C-Max	C-Max
Act Effct Green (s)			24.0		24.0						56.0	56.0
Actuated g/C Ratio			0.27		0.27						0.62	0.62
v/c Ratio			0.80		0.47						0.85	0.25
Control Delay (s/veh)			36.8		29.2						13.4	4.8
Queue Delay			0.0		0.0						0.0	0.0
Total Delay (s/veh)			36.8		29.2						13.4	4.8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS			D		C						B	A
Approach Delay (s/veh)		36.8			29.2						12.7	
Approach LOS		D			C						B	
Queue Length 50th (ft)			172		123						305	30
Queue Length 95th (ft)			243		m172						m300	m31
Internal Link Dist (ft)		805			113			576			307	
Turn Bay Length (ft)												100
Base Capacity (vph)			808		983						3162	1035
Starvation Cap Reductn			0		0						0	0
Spillback Cap Reductn			0		0						0	0
Storage Cap Reductn			0		0						0	0
Reduced v/c Ratio			0.77		0.45						0.85	0.25

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 60			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.85			
Intersection Signal Delay (s/veh): 18.2		Intersection LOS: B	
Intersection Capacity Utilization 118.8%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 4: NC 55 & Forest Light Way



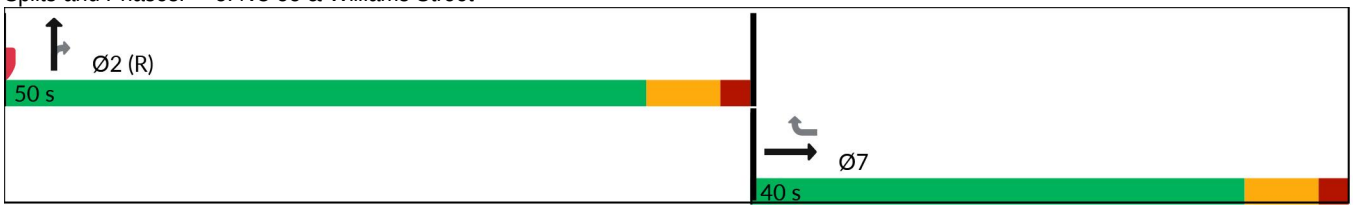
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	1141	0	0	0	890	0	2044	328	0	0	0
Future Volume (vph)	0	1141	0	0	0	890	0	2044	328	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		3	0		1	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	3610	0	5085	1583	0	0	0
Right Turn on Red	Yes		Yes			Yes			Yes			Yes
Satd. Flow (RTOR)						48			48			
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		395			800			177			816	
Travel Time (s)		6.0			12.1			2.7			12.4	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	1268	0	0	0	989	0	2271	364	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		14.0				14.0		21.0	21.0			
Total Split (s)		40.0				40.0		50.0	50.0			
Total Split (%)		44.4%				44.4%		55.6%	55.6%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		35.0				35.0		45.0	45.0			
Actuated g/C Ratio		0.39				0.39		0.50	0.50			
v/c Ratio		0.92				0.69		0.89	0.45			
Control Delay (s/veh)		25.7				24.8		20.9	13.3			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		25.7				24.8		20.9	13.3			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		C				C		C	B			
Approach Delay (s/veh)		25.7			24.8			19.9				
Approach LOS		C			C			B				
Queue Length 50th (ft)		356				195		260	90			
Queue Length 95th (ft)		m355				255		371	m120			
Internal Link Dist (ft)		315			720			97			736	
Turn Bay Length (ft)												
Base Capacity (vph)		1376				1433		2542	815			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.92				0.69		0.89	0.45			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 75			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.92			
Intersection Signal Delay (s/veh): 22.4		Intersection LOS: C	
Intersection Capacity Utilization 113.0%		ICU Level of Service H	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 5: NC 55 & Williams Street



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	422	0	0	2359	0	0
Future Volume (vph)	422	0	0	2359	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	2	0	0			0
Taper Length (ft)	25		25			
Satd. Flow (prot)	3433	0	0	5085	0	0
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	5085	0	0
Right Turn on Red	Yes	Yes				Yes
Satd. Flow (RTOR)	9					
Link Speed (mph)	45			45	45	
Link Distance (ft)	62			939	526	
Travel Time (s)	0.9			14.2	8.0	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	469	0	0	2621	0	0
Turn Type	Prot			NA		
Protected Phases	4			2		
Permitted Phases						
Detector Phase	4			2		
Switch Phase						
Minimum Initial (s)	7.0			14.0		
Minimum Split (s)	14.0			21.0		
Total Split (s)	25.0			65.0		
Total Split (%)	27.8%			72.2%		
Yellow Time (s)	5.0			5.0		
All-Red Time (s)	2.0			2.0		
Lost Time Adjust (s)	-2.0			-2.0		
Total Lost Time (s)	5.0			5.0		
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None			C-Max		
Act Effct Green (s)	18.3			61.7		
Actuated g/C Ratio	0.20			0.69		
v/c Ratio	0.67			0.75		
Control Delay (s/veh)	33.6			11.2		
Queue Delay	0.0			0.0		
Total Delay (s/veh)	33.6			11.2		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
LOS	C			B		
Approach Delay (s/veh)	33.6			11.2		
Approach LOS	C			B		
Queue Length 50th (ft)	136			324		
Queue Length 95th (ft)	m170			399		
Internal Link Dist (ft)	1			859	446	
Turn Bay Length (ft)						
Base Capacity (vph)	769			3488		
Starvation Cap Reductn	0			0		
Spillback Cap Reductn	0			0		
Storage Cap Reductn	0			0		
Reduced v/c Ratio	0.61			0.75		

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 55			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.75			
Intersection Signal Delay (s/veh): 14.6		Intersection LOS: B	
Intersection Capacity Utilization 75.4%		ICU Level of Service D	
Analysis Period (min) 15			

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 6: NC 55 & U-Turn S. of Forest Light Way



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	340	0	0	0	647	0	2398	213	0	0	0
Future Volume (vph)	0	340	0	0	0	647	0	2398	213	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		100	0		0
Storage Lanes	0		0	0		2	0		2	0		0
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3539	0	0	0	2787	0	5085	1583	0	0	0
Flt Permitted												
Satd. Flow (perm)	0	3539	0	0	0	2787	0	5085	1583	0	0	0
Right Turn on Red	No		No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		206			452			471			657	
Travel Time (s)		4.0			8.8			7.1			10.0	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	378	0	0	0	719	0	2664	237	0	0	0
Turn Type		NA				Perm		NA	Perm			
Protected Phases		7						2				
Permitted Phases						7			2			
Detector Phase		7				7		2	2			
Switch Phase												
Minimum Initial (s)		7.0				7.0		14.0	14.0			
Minimum Split (s)		25.0				25.0		25.0	25.0			
Total Split (s)		35.0				35.0		55.0	55.0			
Total Split (%)		38.9%				38.9%		61.1%	61.1%			
Yellow Time (s)		5.0				5.0		5.0	5.0			
All-Red Time (s)		2.0				2.0		2.0	2.0			
Lost Time Adjust (s)		-2.0				-2.0		-2.0	-2.0			
Total Lost Time (s)		5.0				5.0		5.0	5.0			
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode		None				None		C-Max	C-Max			
Act Effct Green (s)		28.6				28.6		51.4	51.4			
Actuated g/C Ratio		0.32				0.32		0.57	0.57			
v/c Ratio		0.34				0.81		0.92	0.26			
Control Delay (s/veh)		20.6				37.5		29.1	15.8			
Queue Delay		0.0				0.0		0.0	0.0			
Total Delay (s/veh)		20.6				37.5		29.1	15.8			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS		C				D		C	B			
Approach Delay (s/veh)		20.6			37.5			28.0				
Approach LOS		C			D			C				
Queue Length 50th (ft)		85				210		532	86			
Queue Length 95th (ft)		m59				286		#606	m110			
Internal Link Dist (ft)		126			372			391			577	
Turn Bay Length (ft)									100			
Base Capacity (vph)		1179				929		2903	903			
Starvation Cap Reductn		0				0		0	0			
Spillback Cap Reductn		0				0		0	0			
Storage Cap Reductn		0				0		0	0			
Reduced v/c Ratio		0.32				0.77		0.92	0.26			

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2:NBT and 6:, Start of Green			
Natural Cycle: 70			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.92			
Intersection Signal Delay (s/veh): 29.0		Intersection LOS: C	
Intersection Capacity Utilization 172.6%		ICU Level of Service H	
Analysis Period (min) 15			

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 7: NC 55 & Jessie Drive Extension





Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	0	120	2457	134	0	0
Future Volume (vph)	0	120	2457	134	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	0	1		1	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	1611	3539	1583	0	0
Flt Permitted						
Satd. Flow (perm)	0	1611	3539	1583	0	0
Link Speed (mph)	25		45			45
Link Distance (ft)	954		188			825
Travel Time (s)	26.0		2.8			12.5
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	133	2730	149	0	0
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 82.0%		ICU Level of Service E	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	5.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	120	2457	134	0	0
Future Vol, veh/h	0	120	2457	134	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	0	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	133	2730	149	0	0

Major/Minor	Minor1		Major1	
Conflicting Flow All	-	1365	0	0
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.94	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.32	-	-
Pot Cap-1 Maneuver	0	137	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-
Platoon blocked, %			-	-
Mov Cap-1 Maneuver	-	137	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	WB	NB
HCM Ctrl Dly, s/v	132.17	0
HCM LOS	F	

Minor Lane/Major Mvmt	NBT	NBR	WBLn1
Capacity (veh/h)	-	-	137
HCM Lane V/C Ratio	-	-	0.972
HCM Ctrl Dly (s/v)	-	-	132.2
HCM Lane LOS	-	-	F
HCM 95th %tile Q(veh)	-	-	6.8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	456	96	0	478	4	0	0	47	0	0	171
Future Volume (vph)	0	456	96	0	478	4	0	0	47	0	0	171
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		0
Storage Lanes	0		0	0		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	3447	0	0	3536	0	0	0	1611	0	0	1611
Flt Permitted												
Satd. Flow (perm)	0	3447	0	0	3536	0	0	0	1611	0	0	1611
Link Speed (mph)		35			35			25			25	
Link Distance (ft)		452			270			464			592	
Travel Time (s)		8.8			5.3			12.7			16.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	614	0	0	535	0	0	0	52	0	0	190
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.6%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	456	96	0	478	4	0	0	47	0	0	171
Future Vol, veh/h	0	456	96	0	478	4	0	0	47	0	0	171
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	507	107	0	531	4	0	0	52	0	0	190

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	-	-	0	-	-	307	-	-	268
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	-	-	0	0	689	0	0	730
Stage 1	0	-	-	0	-	-	0	0	-	0	0	-
Stage 2	0	-	-	0	-	-	0	0	-	0	0	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	-	-	-	-	-	-	-	-	689	-	-	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	10.65	11.65
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBT	WBR	SBLn1
Capacity (veh/h)	689	-	-	-	-	730
HCM Lane V/C Ratio	0.076	-	-	-	-	0.26
HCM Ctrl Dly (s/v)	10.7	-	-	-	-	11.7
HCM Lane LOS	B	-	-	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	-	1

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	47	357	35	64	4	112	7	108	17	4	7	17
Future Volume (vph)	47	357	35	64	4	112	7	108	17	4	7	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)			0%			0%			0%			0%
Storage Length (ft)		100		0	100		0	0		0	0	
Storage Lanes		1		0	1		0	1		0	1	
Taper Length (ft)		100			100			25			25	
Satd. Flow (prot)	0	1770	3196	0	1770	3507	0	1770	1814	0	1770	1604
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1770	3196	0	1770	3507	0	1770	1814	0	1770	1604
Link Speed (mph)			35			35			25			25
Link Distance (ft)			270			343			515			582
Travel Time (s)			5.3			6.7			14.0			15.9
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)			0%			0%			0%			0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	449	110	0	4	132	0	120	23	0	8	255
Sign Control			Free			Free			Stop			Stop

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.0%		ICU Level of Service B	
Analysis Period (min) 15			



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	212
Future Volume (vph)	212
Ideal Flow (vphpl)	1900
Lane Width (ft)	12
Grade (%)	
Storage Length (ft)	0
Storage Lanes	0
Taper Length (ft)	
Satd. Flow (prot)	0
Flt Permitted	
Satd. Flow (perm)	0
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	
Peak Hour Factor	0.90
Growth Factor	100%
Heavy Vehicles (%)	2%
Bus Blockages (#/hr)	0
Parking (#/hr)	
Mid-Block Traffic (%)	
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Sign Control	

Intersection Summary

Intersection	
Int Delay, s/veh	45.9

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	47	357	35	64	4	112	7	108	17	4	7	17	212
Future Vol, veh/h	47	357	35	64	4	112	7	108	17	4	7	17	212
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	100	-	-	100	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	52	397	39	71	4	124	8	120	19	4	8	19	236

Major/Minor	Major1				Major2			Minor1			Minor2		
Conflicting Flow All	132	132	0	0	110	0	0	1053	1113	55	1064	1145	66
Stage 1	-	-	-	-	-	-	-	972	972	-	137	137	-
Stage 2	-	-	-	-	-	-	-	81	141	-	927	1008	-
Critical Hdwy	6.44	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1181	1450	-	-	1478	-	-	181	207	1000	177	198	984
Stage 1	-	-	-	-	-	-	-	271	329	-	852	782	-
Stage 2	-	-	-	-	-	-	-	919	779	-	289	316	-
Platoon blocked, %			-	-		-	-						
Mov Cap-1 Maneuver	1354	1354	-	-	1478	-	-	~ 82	138	1000	106	132	984
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 82	138	-	106	132	-
Stage 1	-	-	-	-	-	-	-	181	220	-	849	780	-
Stage 2	-	-	-	-	-	-	-	680	777	-	176	211	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	7.21	0.24	297.6	14.54
HCM LOS			F	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	82	165	1354	-	-	1478	-	-	106	665
HCM Lane V/C Ratio	1.457	0.141	0.332	-	-	0.003	-	-	0.073	0.382
HCM Ctrl Dly (s/v)	$ 349.6	30.4	9	-	-	7.4	-	-	41.5	13.7
HCM Lane LOS	F	D	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	9.5	0.5	1.5	-	-	0	-	-	0.2	1.8

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	45	63	0	0	59
Future Volume (vph)	0	45	63	0	0	59
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			0	0	0
Storage Lanes	0			0	0	1
Taper Length (ft)	25				25	
Satd. Flow (prot)	0	3539	3539	0	0	1611
Flt Permitted						
Satd. Flow (perm)	0	3539	3539	0	0	1611
Link Speed (mph)		35	35		25	
Link Distance (ft)		343	284		459	
Travel Time (s)		6.7	5.5		12.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	50	70	0	0	66
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 13.7%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Vol, veh/h	0	45	63	0	0	59
Future Vol, veh/h	0	45	63	0	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	50	70	0	0	66

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	35
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	0	0	1030
Stage 1	0	-	-	0	0	-
Stage 2	0	-	-	0	0	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	-	1030
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	8.73
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	1030
HCM Lane V/C Ratio	-	-	0.064
HCM Ctrl Dly (s/v)	-	-	8.7
HCM Lane LOS	-	-	A
HCM 95th %tile Q(veh)	-	-	0.2



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	30	15	42	4	4	20
Future Volume (vph)	30	15	42	4	4	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	1	0			0
Taper Length (ft)	50		25			
Satd. Flow (prot)	1770	1583	0	1781	1650	0
Flt Permitted	0.950			0.956		
Satd. Flow (perm)	1770	1583	0	1781	1650	0
Link Speed (mph)	35			25	25	
Link Distance (ft)	284			570	373	
Travel Time (s)	5.5			15.5	10.2	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						
Lane Group Flow (vph)	33	17	0	51	26	0
Sign Control	Free			Stop	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 19.2%		ICU Level of Service A	
Analysis Period (min) 15			



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	30	15	42	4	4	20
Future Volume (Veh/h)	30	15	42	4	4	20
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	33	17	47	4	4	22
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		90	66	83	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		90	66	83	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	98		95	100	99	98
cM capacity (veh/h)	1623		860	808	791	1085

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total	33	17	51	26
Volume Left	33	0	47	0
Volume Right	0	17	0	22
cSH	1623	1700	855	1026
Volume to Capacity	0.02	0.01	0.06	0.03
Queue Length 95th (ft)	2	0	5	2
Control Delay (s/veh)	7.3	0.0	9.5	8.6
Lane LOS	A		A	A
Approach Delay (s/veh)	4.8		9.5	8.6
Approach LOS			A	A

Intersection Summary			
Average Delay	7.5		
Intersection Capacity Utilization	19.2%	ICU Level of Service	A
Analysis Period (min)	15		



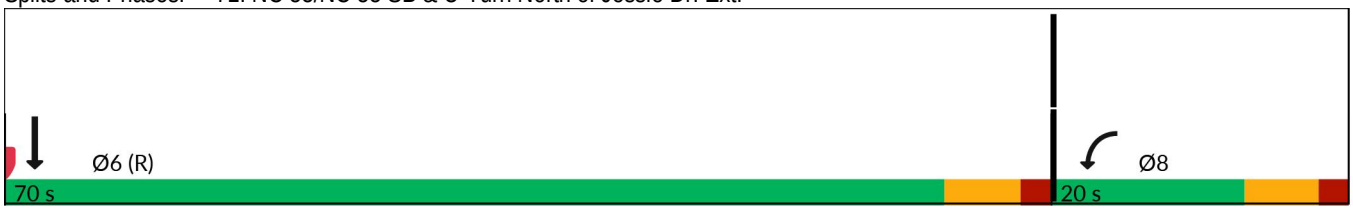
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	455	0	0	0	0	3453
Future Volume (vph)	455	0	0	0	0	3453
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	0	0		0	0	
Storage Lanes	2	0		0	0	
Taper Length (ft)	25				25	
Satd. Flow (prot)	3433	0	0	0	0	3539
Flt Permitted	0.950					
Satd. Flow (perm)	3433	0	0	0	0	3539
Right Turn on Red	Yes	Yes		Yes		
Satd. Flow (RTOR)	1					
Link Speed (mph)	45		30			45
Link Distance (ft)	143		578			838
Travel Time (s)	2.2		13.1			12.7
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Shared Lane Traffic (%)						
Lane Group Flow (vph)	506	0	0	0	0	3837
Turn Type	Prot					NA
Protected Phases	8					6
Permitted Phases						
Detector Phase	8					6
Switch Phase						
Minimum Initial (s)	7.0					14.0
Minimum Split (s)	25.0					25.0
Total Split (s)	20.0					70.0
Total Split (%)	22.2%					77.8%
Yellow Time (s)	5.0					5.0
All-Red Time (s)	2.0					2.0
Lost Time Adjust (s)	-2.0					-2.0
Total Lost Time (s)	5.0					5.0
Lead/Lag						
Lead-Lag Optimize?						
Recall Mode	None					C-Max
Act Effct Green (s)	15.0					65.0
Actuated g/C Ratio	0.17					0.72
v/c Ratio	0.88					1.50
Control Delay (s/veh)	46.7					246.8
Queue Delay	0.0					0.0
Total Delay (s/veh)	46.7					246.8

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
LOS	D					F
Approach Delay (s/veh)	46.7					246.8
Approach LOS	D					F
Queue Length 50th (ft)	138					~1635
Queue Length 95th (ft)	m166					#1760
Internal Link Dist (ft)	63		498			758
Turn Bay Length (ft)						
Base Capacity (vph)	573					2555
Starvation Cap Reductn	0					0
Spillback Cap Reductn	0					0
Storage Cap Reductn	0					0
Reduced v/c Ratio	0.88					1.50

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 90			
Offset: 0 (0%), Referenced to phase 2: and 6:SBT, Start of Green			
Natural Cycle: 150			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 1.50			
Intersection Signal Delay (s/veh): 223.5		Intersection LOS: F	
Intersection Capacity Utilization 153.0%		ICU Level of Service H	
Analysis Period (min) 15			

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 71: NC 55/NC 55 SB & U-Turn North of Jessie Dr. Ext.



7: NC 55 & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	5.7	4.7
Total Del/Veh (s)	24.7	27.8	27.3	27.2

9: Site Access B (RI/RO) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	1.8	0.6	4.4	3.8	1.9

10: Site Access C (FM) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	1.5	0.3	8.7	5.1	3.2

11: Jessie Drive Extension & Site Access D (RO Only) Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.2	0.6	2.6	0.4

12: Site Access E (FM) & Jessie Drive Extension Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1	0.0
Total Del/Veh (s)	0.1	4.9	4.3	0.9

Total Zone Performance

Denied Del/Veh (s)	37.3
Total Del/Veh (s)	1508.0

Intersection: 7: NC 55 & Jessie Drive Extension

Movement	EB	EB	WB	WB	NB	NB	NB	NB	B23	B23
Directions Served	T	T	R	R	T	T	T	R	T	T
Maximum Queue (ft)	131	121	186	130	501	498	200	150	1382	1409
Average Queue (ft)	73	56	98	79	458	417	195	96	980	988
95th Queue (ft)	122	102	162	137	559	577	226	178	1674	1699
Link Distance (ft)	121	121	349	349	405	405			1431	1431
Upstream Blk Time (%)	1	1			26	17				
Queuing Penalty (veh)	1	1			406	256				
Storage Bay Dist (ft)							100	100		
Storage Blk Time (%)						30	16	3		
Queuing Penalty (veh)						367	154	29		

Intersection: 9: Site Access B (RI/RO) & Jessie Drive Extension

Movement	EB	NB	SB
Directions Served	TR	R	R
Maximum Queue (ft)	38	79	78
Average Queue (ft)	1	25	38
95th Queue (ft)	12	56	57
Link Distance (ft)	349	418	546
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 10: Site Access C (FM) & Jessie Drive Extension

Movement	EB	NB	NB	SB	SB
Directions Served	UL	L	TR	L	TR
Maximum Queue (ft)	55	99	31	30	54
Average Queue (ft)	7	37	13	5	34
95th Queue (ft)	33	71	37	24	46
Link Distance (ft)		468	468	535	535
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	100				
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 11: Jessie Drive Extension & Site Access D (RO Only)

Movement	SB
Directions Served	R
Maximum Queue (ft)	31
Average Queue (ft)	9
95th Queue (ft)	31
Link Distance (ft)	412
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 12: Site Access E (FM) & Jessie Drive Extension

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	31	31
Average Queue (ft)	10	10
95th Queue (ft)	34	32
Link Distance (ft)	535	327
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 1214

7: NC 55 & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0
Total Del/Veh (s)	23.0	28.3	30.3	29.5

9: Site Access B (RI/RO) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.2	0.0
Total Del/Veh (s)	1.9	0.7	5.0	5.2	2.0

10: Site Access C (FM) & Jessie Drive Extension Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.2	0.1
Total Del/Veh (s)	2.4	0.8	12.2	6.0	4.4

11: Jessie Drive Extension & Site Access D (RO Only) Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.0
Total Del/Veh (s)	0.2	0.6	3.0	1.4

12: Site Access E (FM) & Jessie Drive Extension Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.1	0.1
Total Del/Veh (s)	0.1	4.4	3.3	2.6

Total Zone Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	560.7

Intersection: 7: NC 55 & Jessie Drive Extension

Movement	EB	EB	WB	WB	NB	NB	NB	NB	B23	B23
Directions Served	T	T	R	R	T	T	T	R	T	T
Maximum Queue (ft)	114	88	260	211	514	498	200	150	917	947
Average Queue (ft)	67	48	159	138	459	442	194	111	502	451
95th Queue (ft)	106	84	230	196	568	572	238	185	1015	957
Link Distance (ft)	121	121	349	349	405	405			1461	1461
Upstream Blk Time (%)	0				28	17				
Queuing Penalty (veh)	0				389	237				
Storage Bay Dist (ft)							100	100		
Storage Blk Time (%)						35	22	5		
Queuing Penalty (veh)						366	173	39		

Intersection: 9: Site Access B (RI/RO) & Jessie Drive Extension

Movement	EB	EB	NB	SB
Directions Served	T	TR	R	R
Maximum Queue (ft)	16	22	79	143
Average Queue (ft)	1	1	27	43
95th Queue (ft)	5	7	58	79
Link Distance (ft)	349	349	418	546
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 10: Site Access C (FM) & Jessie Drive Extension

Movement	EB	WB	NB	NB	SB	SB
Directions Served	UL	TR	L	TR	L	TR
Maximum Queue (ft)	80	20	78	31	30	74
Average Queue (ft)	32	1	45	14	6	52
95th Queue (ft)	66	7	71	39	25	74
Link Distance (ft)		281	468	468	535	535
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	100					
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 11: Jessie Drive Extension & Site Access D (RO Only)

Movement	SB
Directions Served	R
Maximum Queue (ft)	56
Average Queue (ft)	28
95th Queue (ft)	48
Link Distance (ft)	412
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 12: Site Access E (FM) & Jessie Drive Extension

Movement	NB	SB
Directions Served	LT	TR
Maximum Queue (ft)	53	31
Average Queue (ft)	28	20
95th Queue (ft)	48	44
Link Distance (ft)	535	327
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

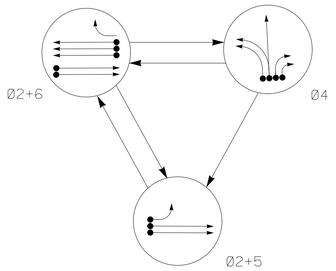
Zone wide Queuing Penalty: 1205

Appendix K:
Signal Plans

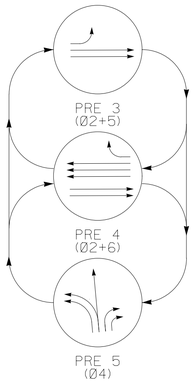
PROJECT REFERENCE NO.	SHEET NO.
Apex EVP GPS	Sig.6.0

3 Phase
w/ EV Preemption
Fully Actuated
Apex NC 55 CLS
Signal System #:D05-23_Apex

PHASING DIAGRAM



EV PREEMPT PHASES
(Medium Priority)



PHASING DIAGRAM DETECTION LEGEND

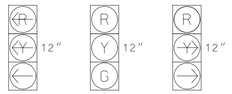
- DETECTED MOVEMENT
- UNDETECTED MOVEMENT (OVERLAP)
- UNSIGNALIZED MOVEMENT
- PEDESTRIAN MOVEMENT

TABLE OF OPERATION

SIGNAL FACE	PHASE						
	Ø2+5	Ø2+6	Ø4	PRE3	PRE4	PRE5	FLASH
21,22	G	G	R	G	G	R	Y
41,42	R	R	G	R	R	G	R
43,44	R	R	→	R	R	→	R
51	←	~~R~~	~~R~~	←	~~R~~	~~R~~	~~R~~
61,62,63	R	G	R	R	G	R	Y

SIGNAL FACE I.D.

All Heads L.E.D.



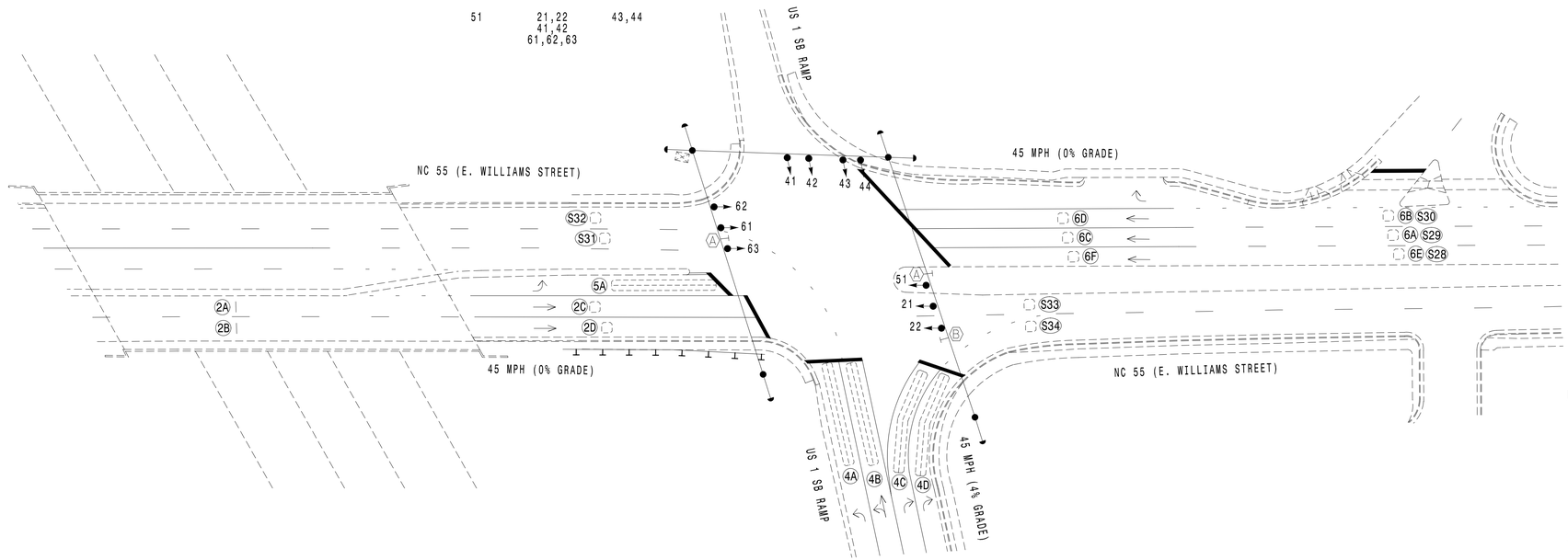
2070 LOOP & DETECTOR INSTALLATION

INDUCTIVE LOOPS					DETECTOR PROGRAMMING						
LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	PHASE	CALLING	EXTENSION	FULL TIME DELAY	STRETCH TIME	DELAY TIME	SYSTEM LOOP	NEW CARD
2A,2B	6X6	300	%	%	2	Y	Y	-	1.6	-	-	%
2C,2D	6X6	90	EXIST.	-	2	Y	Y	-	-	-	-	-
4A	6X60	0	EXIST.	-	4	Y	Y	-	-	-	-	-
4B	6X60	0	EXIST.	-	4	Y	Y	-	-	-	-	-
4C	6X60	0	EXIST.	-	4	Y	Y	-	-	15	-	-
4D	6X60	0	EXIST.	-	4	Y	Y	-	-	15	-	-
5A	6X60	0	EXIST.	-	5	Y	Y	-	-	-	-	-
6A/S29	6X6	300	EXIST.	-	6	Y	Y	-	1.6	-	Y	-
6B/S30	6X6	300	EXIST.	-	6	Y	Y	-	1.6	-	Y	-
6C	6X6	90	EXIST.	-	6	Y	Y	-	-	-	-	-
6D	6X6	90	EXIST.	-	6	Y	Y	-	-	-	-	-
6E/S28	6X6	300	EXIST.	-	6	Y	Y	-	1.6	-	Y	-
6F	6X6	90	EXIST.	-	6	Y	Y	-	-	-	-	-
S31	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-
S32	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-
S33	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-
S34	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-

% Mulitzone microwave detection

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024 and "Standard Specifications for Roads and Structures" dated January 2024.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 5 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing.
6. This intersection features a GPS + Cellular preemption system.
7. Maximum times show in timing chart are for free-run operation only. Coordinated signal system timing values shall supersede these values.
8. Closed loop system data:
   Master Asset #: 10523.
   Controller Asset #: 0209.



LEGEND

PROPOSED		EXISTING
○→	Traffic Signal Head	●→
◐→	Modified Signal Head	N/A
⊣	Sign	⊣
⊣	Pedestrian Signal Head With Push Button & Sign	■
○	Signal Pole with Guy	●
○	Signal Pole with Sidewalk Guy	●
▭	Inductive Loop Detector	▭
⊠	Controller & Cabinet	⊠
□	Junction Box	■
----------	2-in Underground Conduit	----------
N/A	Right of Way	----------
→	Directional Arrow	→
———	Loop Emulator Detection Area	———
N/A	Guardrail	⊥⊥
Ⓐ	No U-Turn/ No Left Turn Sign (R3-18)	Ⓐ
Ⓑ	No Right Turn Sign (R3-1)	Ⓑ

OASIS 2070 TIMING CHART

FEATURE	PHASE 2	4	5	6
Min Green 1 *	12	7	7	12
Extension 1 *	2.0	1.0	1.0	2.0
Max Green 1 *	60	30	30	60
Yellow Clearance	4.5	4.2	4.5	4.5
Red Clearance	1.9	1.4	1.0	1.9
Walk 1 *	-	-	-	-
Don't Walk 1	-	-	-	-
Seconds Per Actuation *	-	-	-	-
Max Variable Initial *	-	-	-	-
Time Before Reduction *	-	-	-	-
Time To Reduce *	-	-	-	-
Minimum Gap	-	-	-	-
Recall Mode	MIN RECALL	-	-	MIN RECALL
Vehicle Call Memory	YELLOW	-	-	YELLOW
Dual Entry	-	-	-	-
Simultaneous Gap	ON	ON	ON	ON

* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

OASIS 2070 EV PREEMPT

FUNCTION	PRE 3	PRE 4	PRE 5
Interval 1 – Dwell Green	255	255	255
Interval 1 – Dwell Yellow	0.0*	0.0*	0.0*
Interval 1 – Dwell Red	0.0*	0.0*	0.0*
Interval 5 – Exit Green	1	1	1
Interval 5 – Yellow	0.0	0.0	0.0
Interval 5 – Red	0.0	0.0	0.0
Exit Phase(s)	2+6	2+6	4
Priority	MED	MED	MED
Delay Time	0.0	0.0	0.0
Min Green Before Pre	1	1	1
Ped Clear Before Pre	0*	0*	0*
Yellow Clear Before Pre	0.0*	0.0*	0.0*
Red Clear Before Pre	0.0*	0.0*	0.0*
Dwell Min Time	7	7	7
Enable Backup Protection	N	N	N
Ped Clear Through Yellow	N	N	N
Omit Overlaps	-	-	-
Preempt Extend**	2	2	2

* Time defaults to time used for phase during normal operation
** Program Timing on Optical Detection Unit

$FILE$
$USER$
$TIME$
$DATE$

NC Dept of Transportation
Division of Highways
Final Drawing Date: 07/16/2024
DocuSigned by: Darryl Davis
ITS & Signals Unit

VHB Engineering NC, P.C. (C-3705)
940 Main Campus Drive, Suite 500
Raleigh, NC 27606
919.829.0328

SIGNAL UPGRADE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Prepared for the Offices of:
Transportation Mobility and Safety Division
STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Signal Design Section
750 N.Greenfield Pkwy,Garner,NC 27529

NC 55 (E. WILLIAMS STREET)
AT
US 1 SB RAMP

DIVISION 5 WAKE COUNTY APEX

PLAN DATE: May 2024 REVIEWED BY: J. L. Lewis
PREPARED BY: M. L. Stygles REVIEWED BY: L. Gottlieb

REVISIONS	INIT.	DATE

SCALE 0 40 1"=40'

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 046057 ENGINEER MATTHEW L. STYGLES
REGISTERED ENGINEER
DocuSigned by: Matthew L. Stygles
5/31/2024
DATE
SIG. INVENTORY NO. 05-0209

Docusign Envelope ID: CF700F45-41D4-4F60-A715-F8ED54EA1AA3

PROJECT REFERENCE NO.	SHEET NO.
36249.4757	Sig. 9.0

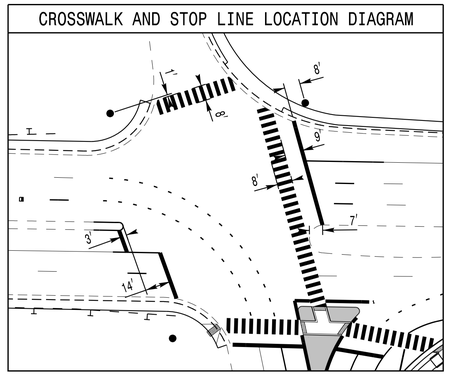
3 Phase
Fully Actuated
NC 55 (Williams St) Apex CLS
Signal System #:D05-23_Apex

MAXTIME DETECTOR INSTALLATION CHART

DETECTOR / ZONE					PROGRAMMING								
LOOP/ ZONE	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP / ZONE	CALL PHASE	DELAY TIME	EXTEND TIME	QUEUE LIMIT	EXTEND	ADDED INITIAL	CALL	DELAY DURING GREEN	NEW CARD
2A	6X6	300	*	-	2	-	-	-	X	X	X	-	-
2B	6X6	300	*	-	2	-	-	-	X	X	X	-	-
4A	6X40	0	*	-	4	-	-	-	X	-	X	-	-
4B	6X40	0	*	-	4	-	-	-	X	-	X	-	-
4C	6X40	0	*	-	4	-	-	-	X	-	X	-	-
4D	6X40	0	*	-	4	15.0	-	-	X	-	X	-	-
4E	6X40	0	*	-	4	15.0	-	-	X	-	X	-	-
5A	6X60	0	2-4-2	-	5	15.0@	-	-	X	-	X	-	-
					2#	3.0	-	-	X	-	X	X	-
6A	6X6	300	EXIST	-	6	-	-	-	X	X	X	-	-
6B	6X6	300	EXIST	-	6	-	-	-	X	X	X	-	-
6C	6X6	300	EXIST	-	6	-	-	-	X	X	X	-	-
Q1	*	300	*	-	**	**	-	-	X	-	X	-	-
Q2	*	300	*	-	**	**	-	-	X	-	X	-	-
Q3	*	300	*	-	**	**	-	-	X	-	X	-	-
Q4	*	300	*	-	**	**	-	-	X	-	X	-	-
Q5	*	300	*	-	**	**	-	-	X	-	X	-	-

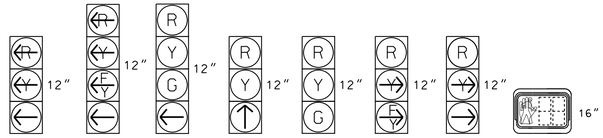
@ Disable Delay during Alternate Phasing operation.
Disable Phase call for loop during Alternate Phasing opeartion.
* Multizone Microwave Detection
** Queue Detection. See Note 9.

CROSSWALK AND STOP LINE LOCATION DIAGRAM



SIGNAL FACE I.D.

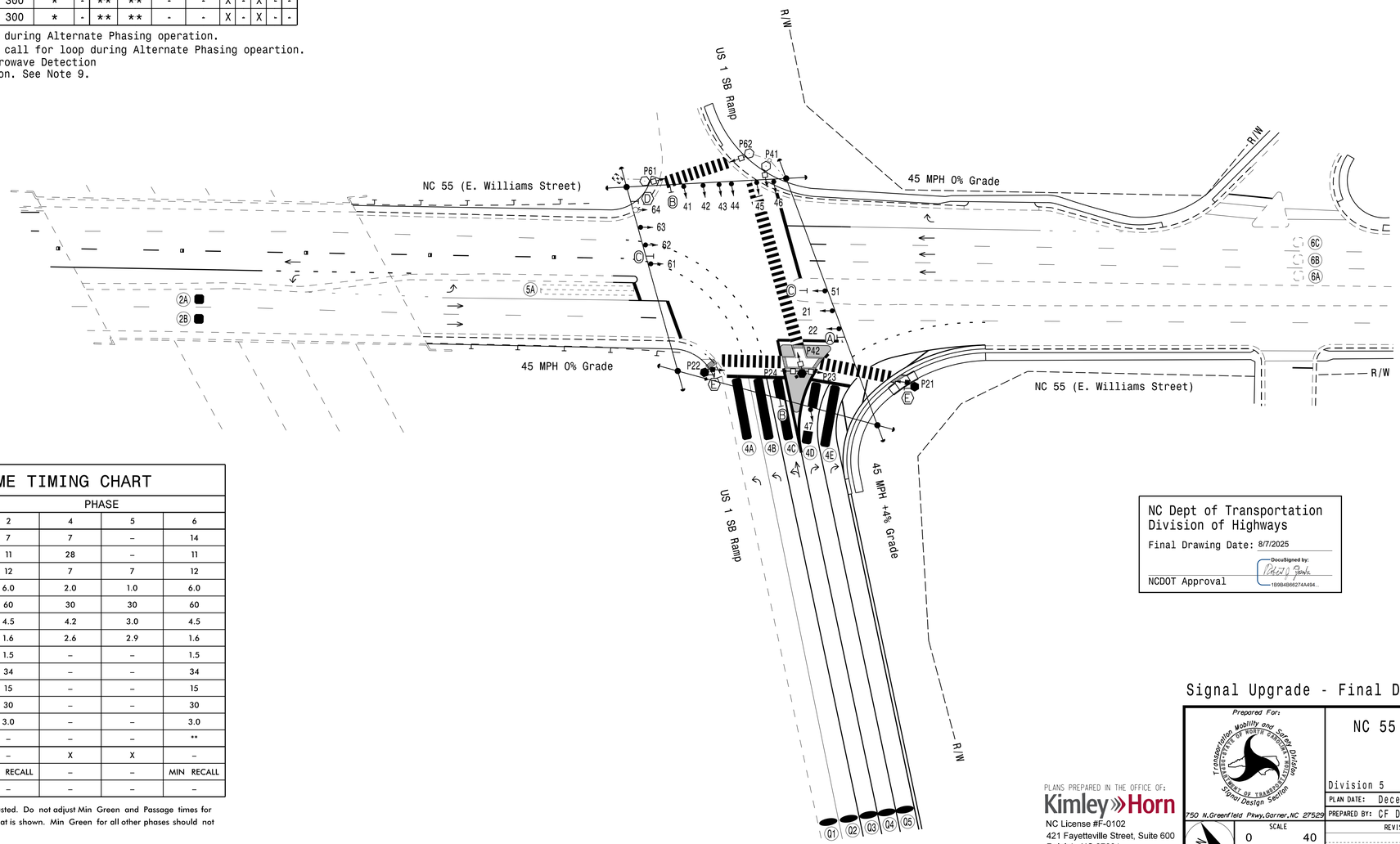
All Heads L.E.D.



41,42 | 51 | 43 | 22, 61 | 21, 44, 62,63 | 64 | 45,46,47 | P21,P22, P23,P24, P41,P42, P61,P62

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024, "Standard Specifications for Roads and Structures" dated January 2024, and all applicable sections of the latest version of the generic Project Special Provisions. The PSP can be accessed at the following website: https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 5 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing unless otherwise shown.
6. Omit "WALK" and flashing "DON'T WALK" with no pedestrian calls.
7. Program pedestrian heads to countdown the flashing "Don't Walk" time only.
8. This intersection features a GPS + Cellular preemption system.
9. Zones Q1, Q2, Q3, Q4, & Q5 serve as queue backup detectors. After 5 seconds of constant actuation, the detector unit places a call to the controller, forces off any phase in the cycle, and goes to phase 4 to clear out the storage lanes to prevent the backup of vehicles on US 1.
10. The Division Traffic Engineer will determine the Dwell Green Time for the queue preemption timing, and may field adjust delay timing for queue backup loop.
11. This intersection uses multi-zone microwave detection. Install detectors according to the manufacturer's instructions to achieve the desired detection.
12. The Division Traffic Engineer will determine the hours of use for each phasing plan.
13. Maximum times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.
14. To provide a leading pedestrian interval on Phase 6, program FYA heads 51 & 64 to delay for 7 seconds after the start of the phase 6 Walk interval. See electrical details.
15. Phase 2 pedestrian timing is designed as a 2 stage crossing. The FDW time shown is only intended to get a pedestrian to/from the median during a single crossing.



LEGEND

PROPOSED		EXISTING
	Traffic Signal Head	
	Modified Signal Head	N/A
	Sign	
	Pedestrian Signal Head With Push Button & Sign	
	Type II Signal Pedestal	
	Signal Pole with Guy	
	Signal Pole with Sidewalk Guy	
	Inductive Loop Detector	
	Non-intrusive Detection Zone	
	Controller & Cabinet	
	Junction Box	
	2-in Underground Conduit	
N/A	Right of Way	
	Directional Arrow	
N/A	Guardrail	
A	No Right Turn Sign (R3-1)	A
B	Street Name Sign	B
C	No U-Turn/No Left Turn Sign (R3-18)	C
D	"RIGHT TURN SIGNAL" Sign (R10-10R)	D
E	Pedestrian Crossing to Median Push Button Sign (R10-3d)	E

MAXTIME TIMING CHART

FEATURE	PHASE			
	2	4	5	6
Walk *	7	7	–	14
Ped Clear	11	28	–	11
Min Green *	12	7	7	12
Passage *	6.0	2.0	1.0	6.0
Max 1 *	60	30	30	60
Yellow Change	4.5	4.2	3.0	4.5
Red Clear	1.6	2.6	2.9	1.6
Added Initial *	1.5	–	–	1.5
Maximum Initial *	34	–	–	34
Time Before Reduction *	15	–	–	15
Time To Reduce *	30	–	–	30
Minimum Gap	3.0	–	–	3.0
Advance Walk	–	–	–	**
Non Lock Detector	–	X	X	–
Vehicle Recall	MIN RECALL	–	–	MIN RECALL
Dual Entry	–	–	–	–

* These values may be field adjusted. Do not adjust Min Green and Passage times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

** See Note 14.

NC Dept of Transportation
Division of Highways
Final Drawing Date: 8/7/2025
DocuSigned by:
NCDOT Approval
189B4B6827A494...

Signal Upgrade - Final Design - Sheet 1 of 2

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PLANS PREPARED IN THE OFFICE OF:
Kimley»Horn
NC License #F-0102
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
(919) 677-2000

Prepared For:
Transportation Mobility and Safety Division
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Signal Design Section
750 N.Greenfield Pkwy,Garner,NC 27529

NC 55 (E. Williams Street)
at
US 1 SB Ramps

Division 5 | Wake County | Apex

PLAN DATE: December 2024 | REVIEWED BY: SL Phillips
PREPARED BY: CF Davis | REVIEWED BY:

SCALE 0 40 1"=40'

REVISIONS	INIT.	DATE

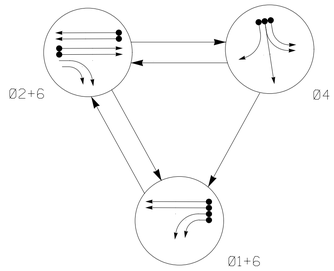
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SIG. INVENTORY NO. 05-0209

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PROJECT REFERENCE NO.	SHEET NO.
Apex EVP GPS	Sig.7.0

3 Phase
w/ EV Preemption
Fully Actuated
(Apex NC 55 CLS)
Signal System #: D05-23_Apex

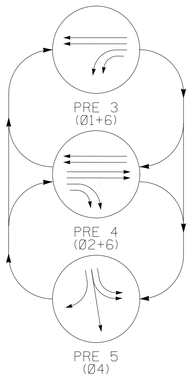
PHASING DIAGRAM



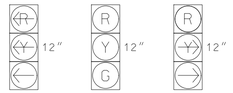
PHASING DIAGRAM DETECTION LEGEND

- DETECTED MOVEMENT
- UNDETECTED MOVEMENT (OVERLAP)
- UNSIGNALIZED MOVEMENT
- PEDESTRIAN MOVEMENT

EV PREEMPT PHASES
(Medium Priority)



SIGNAL FACE I.D.



11,12 — 21,22 41,42 61,62 — 23,24

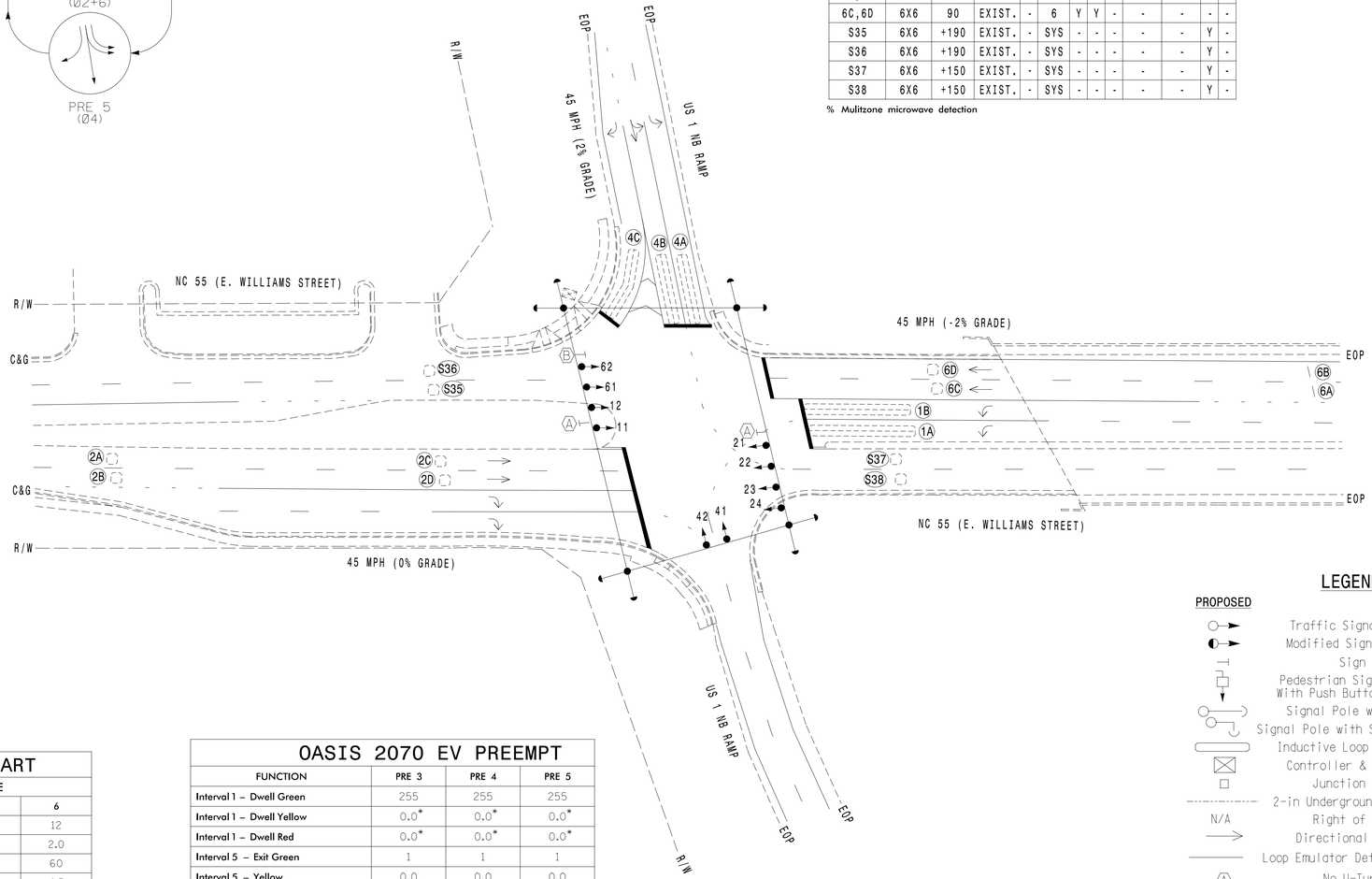
2070 LOOP & DETECTOR INSTALLATION

INDUCTIVE LOOPS					DETECTOR PROGRAMMING							
LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	PHASE	CALLING	EXTENSION	FULL TIME DELAY	STRETCH TIME	DELAY TIME	SYSTEM LOOP	NEW CARD
1A	6X60	0	EXIST.	-	1	Y	Y	-	-	-	-	-
1B	6X60	0	EXIST.	-	1	Y	Y	-	-	-	-	-
2A,2B	6X6	300	EXIST.	-	2	Y	Y	-	1.6	-	-	-
2C,2D	6X6	90	EXIST.	-	2	Y	Y	-	-	-	-	-
4A	6X40	0	2-4-2	-	4	Y	Y	-	-	-	-	-
4B	6X40	0	2-4-2	-	4	Y	Y	-	-	-	-	-
4C	6X40	0	2-4-2	-	4	Y	Y	-	-	15	-	-
6A,6B	6X6	300	%	%	6	Y	Y	-	1.6	-	-	%
6C,6D	6X6	90	EXIST.	-	6	Y	Y	-	-	-	-	-
S35	6X6	+190	EXIST.	-	SYS	-	-	-	-	-	Y	-
S36	6X6	+190	EXIST.	-	SYS	-	-	-	-	-	Y	-
S37	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-
S38	6X6	+150	EXIST.	-	SYS	-	-	-	-	-	Y	-

% Mulitzone microwave detection

TABLE OF OPERATION

SIGNAL FACE	PHASE						
	Ø1+6	Ø2+6	Ø4	PRE3	PRE4	PRE5	FLASH
11,12	←~~R~~	←~~R~~	←~~R~~	←~~R~~	←~~R~~	←~~R~~	←~~R~~
21,22	R	G	R	R	G	R	Y
23,24	R	→	R	R	→	R	~~Y~~
41,42	R	R	G	R	R	G	R
61,62	G	G	R	G	G	R	Y



LEGEND

PROPOSED		EXISTING
○→	Traffic Signal Head	●→
◐→	Modified Signal Head	N/A
⊣	Sign	⊣
□↓	Pedestrian Signal Head With Push Button & Sign	■↓
○	Signal Pole with Guy	●
○	Signal Pole with Sidewalk Guy	●
▭	Inductive Loop Detector	▭
⊠	Controller & Cabinet	⊠
□	Junction Box	■
----	2-in Underground Conduit	----
N/A	Right of Way	— — —
→	Directional Arrow	→
———	Loop Emulator Detection Area	———
Ⓐ	No U-Turn/ No Left Turn Sign (R3-18)	Ⓐ
Ⓑ	No Right Turn Sign (R3-1)	Ⓑ

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024 and "Standard Specifications for Roads and Structures" dated January 2024.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 1 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing.
6. This intersection features a GPS + Cellular preemption system.
7. Maximum times show in timing chart are for free-run operation only. Coordinated signal system timing values shall supersede these values.
8. Closed loop system data: Controller Asset #: 0900.

OASIS 2070 TIMING CHART

FEATURE	PHASE			
	1	2	4	6
Min Green 1 *	7	12	7	12
Extension 1 *	1.0	2.0	2.0	2.0
Max Green 1 *	20	60	30	60
Yellow Clearance	3.3	4.5	4.3	4.5
Red Clearance	2.4	1.0	1.7	1.0
Walk 1 *	-	-	-	-
Don't Walk 1	-	-	-	-
Seconds Per Actuation *	-	-	-	-
Max Variable Initial *	-	-	-	-
Time Before Reduction *	-	-	-	-
Time To Reduce *	-	-	-	-
Minimum Gap	-	-	-	-
Recall Mode	-	MIN RECALL	-	MIN RECALL
Vehicle Call Memory	-	YELLOW	-	YELLOW
Dual Entry	-	-	-	-
Simultaneous Gap	ON	ON	ON	ON

* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

OASIS 2070 EV PREEMPT

FUNCTION	PRE 3	PRE 4	PRE 5
Interval 1 – Dwell Green	255	255	255
Interval 1 – Dwell Yellow	0.0*	0.0*	0.0*
Interval 1 – Dwell Red	0.0*	0.0*	0.0*
Interval 5 – Exit Green	1	1	1
Interval 5 – Yellow	0.0	0.0	0.0
Interval 5 – Red	0.0	0.0	0.0
Exit Phase(s)	2+6	2+6	4
Priority	MED	MED	MED
Delay Time	0.0	0.0	0.0
Min Green Before Pre	1	1	1
Ped Clear Before Pre	0*	0*	0*
Yellow Clear Before Pre	0.0*	0.0*	0.0*
Red Clear Before Pre	0.0*	0.0*	0.0*
Dwell Min Time	7	7	7
Enable Backup Protection	N	N	N
Ped Clear Through Yellow	N	N	N
Omit Overlaps	-	-	-
Preempt Extend**	2	2	2

* Time defaults to time used for phase during normal operation
** Program Timing on Optical Detection Unit

VHB Engineering NC, P.C. (C-3705)
940 Main Campus Drive, Suite 500
Raleigh, NC 27606
919.829.0328

$FILE$
$USER$
$TIME$
$DATE$

NC Dept of Transportation
Division of Highways
Final Drawing Date: 07/16/2024
DocuSigned by: Robert J. Fonk
ITS & Signals Unit

SIGNAL UPGRADE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Prepared for the Offices of:
Transportation Mobility and Safety Division
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Signal Design Section
750 N.Greenfield Pkwy,Garner,NC 27529

NC 55 (E. WILLIAMS STREET)
AT
US 1 NB RAMP

DIVISION 5 WAKE COUNTY APEX

PLAN DATE: May 2024 REVIEWED BY: J. L. Lewis
PREPARED BY: M. L. Styles REVIEWED BY: L. Gottlieb

REVISIONS	INIT.	DATE

SCALE 0 40 1"=40'

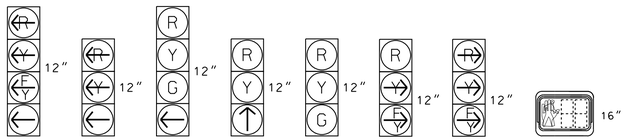
SEAL
NORTH CAROLINA PROFESSIONAL SEAL 046057 ENGINEER MATTHEW L. STYGLES
DocuSigned by: Matthew Styles 5/31/2024
SIGNATURE DATE
SIG. INVENTORY NO. 05-0900

Docusign Envelope ID: CF700F45-41D4-4F60-A715-F8ED54EA1AA3

PROJECT REFERENCE NO.	SHEET NO.
36249.4757	Sig. 6.0

SIGNAL FACE I.D.

All Heads L.E.D.



11 | 41 | 42 | 21, 63 | 22, 43, 61,62 | 44 | 23,24 | P21,P22, P23,P24, P41,P42, P61,P62

MAXTIME DETECTOR INSTALLATION CHART

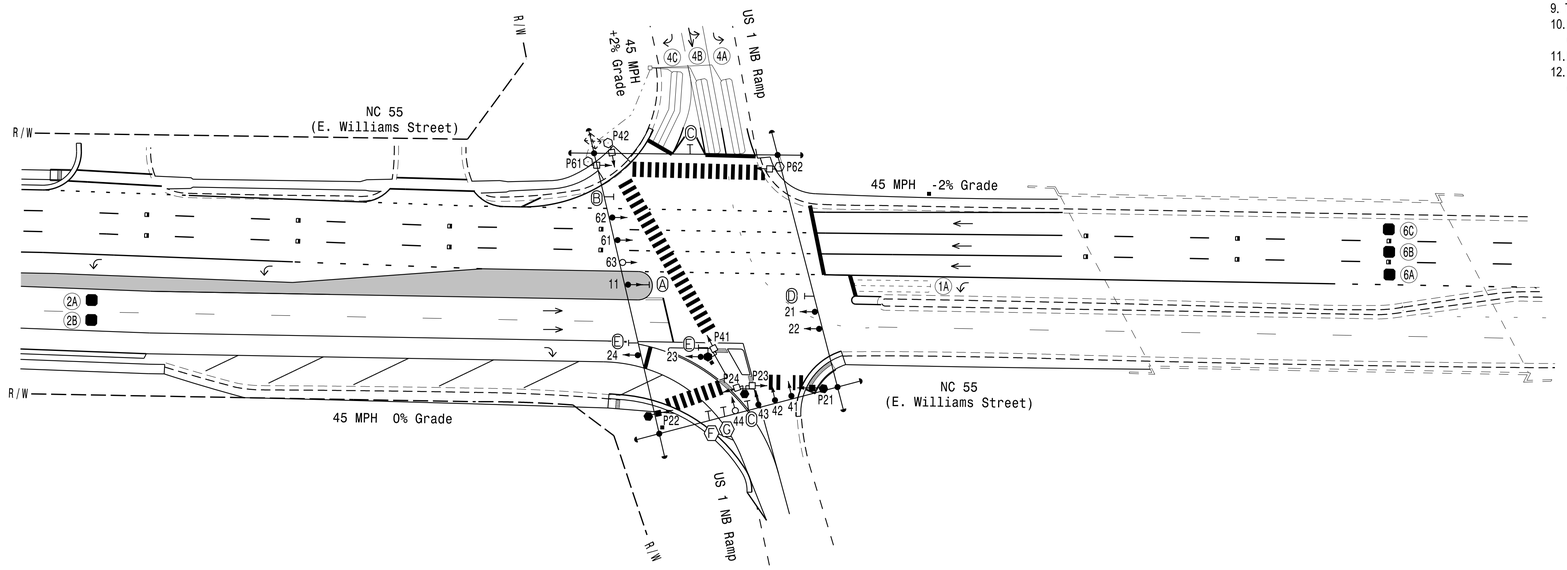
DETECTOR / ZONE					PROGRAMMING							
LOOP / ZONE	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP / ZONE	CALL PHASE	DELAY TIME	EXTEND TIME	EXTEND	ADDED INITIAL	CALL	DELAY DURING GREEN	NEW CARD
1A	6X40	0	2-4-2	-	1	15.0@	-	X	-	X	-	-
					6#	3.0	-	X	-	X	X	-
2A	6X6	300	*	-	2	-	-	X	X	X	-	-
2B	6X6	300	*	-	2	-	-	X	X	X	-	-
4A	6X40	0	2-4-2	-	4	-	-	X	-	X	-	-
4B	6X40	0	2-4-2	-	4	-	-	X	-	X	-	-
4C	6X40	0	2-4-2	-	4	15.0	-	X	-	X	-	-
6A	6X6	300	*	-	6	-	-	X	X	X	-	-
6B	6X6	300	*	-	6	-	-	X	X	X	-	-
6C	6X6	300	*	X	6	-	-	X	X	X	-	X

@ Disable Delay during Alternate Phasing operation.
Disable Phase call for loop during Alternate Phasing operation.
* Multizone Microwave Detection

3 Phase
Fully Actuated
NC 55 (Williams CLS) Apex CLS
Signal System #: D05-23_Apex

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024, "Standard Specifications for Roads and Structures" dated January 2024, and all applicable sections of the latest version of the generic Project Special Provisions. The PSP can be accessed at the following website: https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 1 may be lagged.
4. Set all detector units to presence mode.
5. Pavement markings are existing unless otherwise shown.
6. Omit "WALK" and flashing "DON'T WALK" with no pedestrian calls.
7. Program pedestrian heads to countdown the flashing "Don't Walk" time only.
8. This intersection uses multizone microwave detection. Install detectors according to the manufacturer's instructions to achieve the desired detection.
9. This intersection features a GPS + Cellular preemption system.
10. Maximum times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.
11. Reposition existing signal head 43.
12. The Division Traffic Engineer will determine the hours of use for each phasing plan.



LEGEND

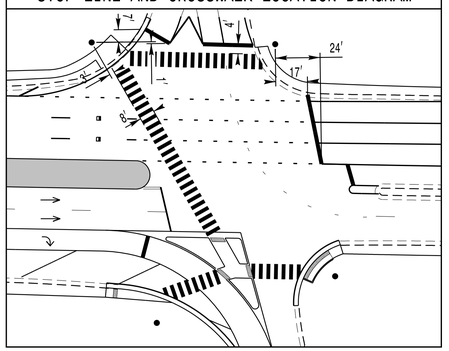
PROPOSED		EXISTING
	Traffic Signal Head	
	Modified Signal Head	N/A
	Sign	
	Pedestrian Signal Head With Push Button & Sign	
	Signal Pole with Guy	
	Signal Pole with Sidewalk Guy	
	Type II Signal Pedestal	
	Inductive Loop Detector	
	Non-intrusive Detection Area	
	Controller & Cabinet	
	Junction Box	
	2-in Underground Conduit	
DD	Directional Drill	N/A
N/A	Right of Way	
	Directional Arrow	
N/A	Curb Ramp	
A	No U-Turn Sign (R3-4)	A
B	No Right Turn Sign (R3-1)	B
C	Street Name Sign	C
D	No U-Turn/No Left Turn Sign (R3-18)	D
E	"NO TURN ON RED" Sign (R10-11)	E
F	"RIGHT TURN SIGNAL" Sign (R10-10R)	F
G	"NO TURN ON RED" L.E.D. Blankout Sign	G

MAXTIME TIMING CHART

FEATURE	PHASE			
	1	2	4	6
Walk *	–	7	13	7
Ped Clear	–	6	27	18
Min Green *	7	12	7	12
Passage *	2.0	6.0	2.0	6.0
Max 1 *	20	60	20	60
Yellow Change	3.0	4.7	4.3	4.7
Red Clear	2.4	1.7	2.0	1.7
Added Initial *	–	1.5	–	1.5
Maximum Initial *	–	34	–	34
Time Before Reduction *	–	15	–	15
Time To Reduce *	–	30	–	30
Minimum Gap	–	3.0	–	3.0
Advance Walk	–	–	–	–
Non Lock Detector	X	–	X	–
Vehicle Recall	–	MIN RECALL	–	MIN RECALL
Dual Entry	–	–	–	–

* These values may be field adjusted. Do not adjust Min Green and Passage times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

STOP LINE AND CROSSWALK LOCATION DIAGRAM



NC Dept of Transportation
Division of Highways
Final Drawing Date: 8/7/2025
DocuSigned by:
1B9B4B66274A494...
NCDOT Approval

Signal Upgrade - Final Design
Sheet 1 of 2
(TMP Phase 2)

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PLANS PREPARED IN THE OFFICE OF:
Kimley»Horn
NC License #F-0102
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
(919) 677-2000

Prepared For:
Transportation Mobility and Safety Division
STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Signal Design Section
750 N.Greenfield Pkwy,Garner,NC 27529

NC 55 (E. Williams Street)
at
US 1 NB Ramps

Division 5 | Wake County | Apex
PLAN DATE: November 2024 | REVIEWED BY: SL Phillips
PREPARED BY: CF Davis | REVIEWED BY:

SCALE 0 40 1"=40'

REVISIONS	INIT.	DATE

NORTH CAROLINA PROFESSIONAL SEAL 032607 ENGINEER STACE L. PHILLIPS
DocuSigned by:
DC87A59ED60B437...
8/1/2025
SIGNATURE DATE
SIG. INVENTORY NO. 05-0900

K:\NCDOT_TPTO_SIGNALS\D01326009 - Project Verification\54 - Signal Design\US1 NB Ramp\D05900g.dgn
7/31/2025 11:13:03 AM Craig.Davis

PROJECT REFERENCE NO.	SHEET NO.
C-5600R	Sig 25.0

PHASING DIAGRAM

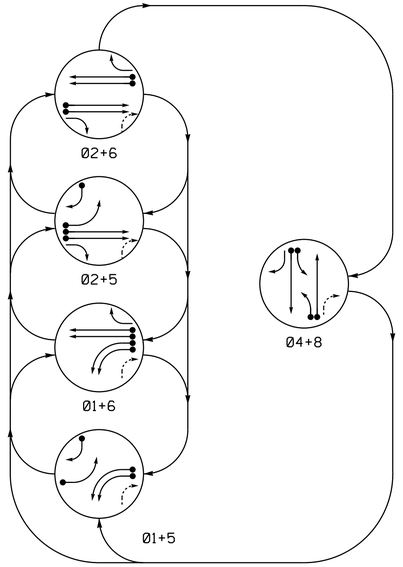
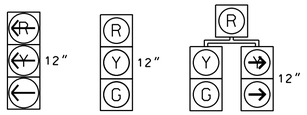


TABLE OF OPERATION

SIGNAL FACE	PHASE 01+5	01+6	02+5	02+6	04+8	FLASH
11, 12	←	←	~~R~~	~~R~~	~~R~~	~~R~~
21, 22	R	R	G	G	R	Y
41, 43	R	R	R	R	G	R
42	R/←	R	R/→	R	G	R
51	←	~~R~~	←	~~R~~	~~R~~	~~R~~
61, 62	R	G	R	G	R	Y
81, 82	R	R	R	R	G	R

SIGNAL FACE I.D.

All Heads L.E.D.



11, 12
51

21, 22
41, 43
61, 62
81, 82

42

MAXTIME DETECTOR INSTALLATION CHART

DETECTOR					PROGRAMMING							
LOOP	SIZE (FT)	DISTANCE FROM STOPBAR (FT)	TURNS	NEW LOOP	CALL PHASE	DELAY TIME	EXTEND TIME	EXTEND	ADDED INITIAL	CALL	DELAY DURING GREEN	NEW CARD
1A	6X60	0	2-4-2	-	1	-	-	X	-	X	-	-
1B	6X40	0	2-4-2	-	1	-	-	X	-	X	-	-
2A	6X6	420	5	-	2	-	-	X	X	X	-	-
2B	6X6	420	5	-	2	-	-	X	X	X	-	-
4A	6X60	0	2-4-2	-	4	-	-	X	-	X	-	-
4B	6X60	0	2-4-2	-	4	-	-	X	-	X	-	-
5A	6X60	0	2-4-2	-	5	15.0	-	X	-	X	-	-
5B	6X60	0	2-4-2	-	5	15.0	-	X	-	X	-	-
5C	6X6	0	5	-	5	20.0	-	X	-	X	-	-
6A	6X6	420	5	-	6	-	-	X	X	X	-	-
6B	6X6	420	5	-	6	-	-	X	X	X	-	-
8A	6X60	0	2-4-2	-	8	-	-	X	-	X	-	-
8B	6X60	0	2-4-2	-	8	-	-	X	-	X	-	-

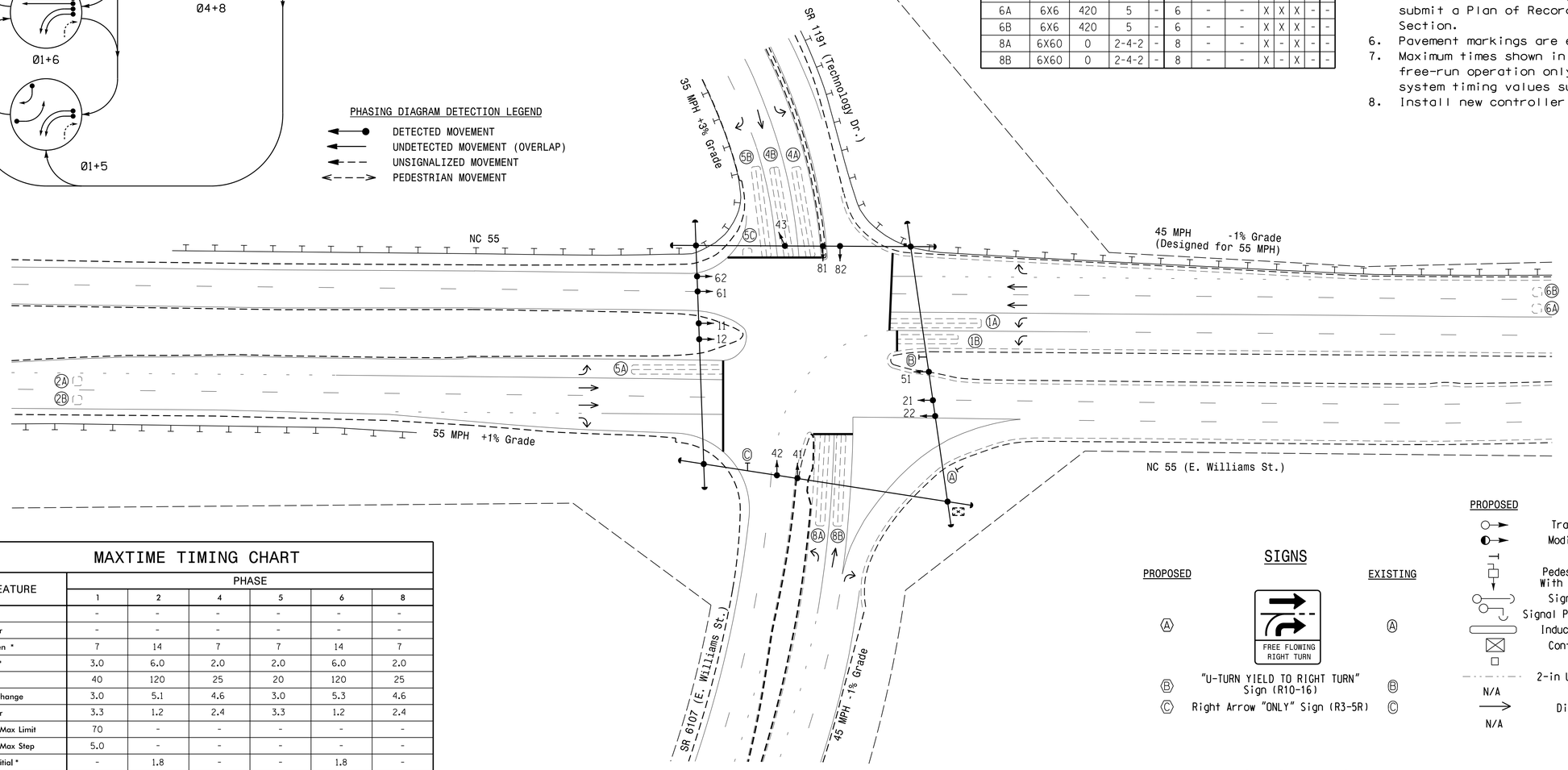
5 Phase
Fully Actuated
(Holly Springs System)

NOTES

1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024 and "Standard Specifications for Roads and Structures" dated January 2024.
2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
3. Phase 1 and/or phase 5 may be lagged.
4. Set all detector units to presence mode.
5. In the event of loop replacement, refer to the current ITS and Signals Design Manual and submit a Plan of Record to the Signal Design Section.
6. Pavement markings are existing.
7. Maximum times shown in timing chart are for free-run operation only. Coordinated signal system timing values supersede these values.
8. Install new controller in existing cabinet.

PHASING DIAGRAM DETECTION LEGEND

- DETECTED MOVEMENT
- UNDETECTED MOVEMENT (OVERLAP)
- UNSIGNALIZED MOVEMENT
- PEDESTRIAN MOVEMENT



MAXTIME TIMING CHART

FEATURE	PHASE 1	2	4	5	6	8
Walk *	-	-	-	-	-	-
Ped Clear	-	-	-	-	-	-
Min Green *	7	14	7	7	14	7
Passage *	3.0	6.0	2.0	2.0	6.0	2.0
Max 1 *	40	120	25	20	120	25
Yellow Change	3.0	5.1	4.6	3.0	5.3	4.6
Red Clear	3.3	1.2	2.4	3.3	1.2	2.4
Dynamic Max Limit	70	-	-	-	-	-
Dynamic Max Step	5.0	-	-	-	-	-
Added Initial *	-	1.8	-	-	1.8	-
Maximum Initial *	-	46	-	-	46	-
Time Before Reduction *	-	20	-	-	20	-
Time To Reduce *	-	30	-	-	30	-
Minimum Gap	-	3.4	-	-	3.4	-
Advance Walk	-	-	-	-	-	-
Non Lock Detector	X	-	X	X	-	X
Vehicle Recall	-	MIN RECALL	-	-	MIN RECALL	-
Dual Entry	-	-	X	-	-	X

* These values may be field adjusted. Do not adjust Min Green and Extension times for phases 2 and 6 lower than what is shown. Min Green for all other phases should not be lower than 4 seconds.

SIGNS

PROPOSED		EXISTING
A	FREE FLOWING RIGHT TURN	A
B	"U-TURN YIELD TO RIGHT TURN" Sign (R10-16)	B
C	Right Arrow "ONLY" Sign (R3-5R)	C

LEGEND

PROPOSED		EXISTING
	Traffic Signal Head	
	Modified Signal Head	N/A
	Sign	
	Pedestrian Signal Head With Push Button & Sign	
	Signal Pole with Guy	
	Signal Pole with Sidewalk Guy	
	Inductive Loop Detector	
	Controller & Cabinet	
	Junction Box	
	2-in Underground Conduit	
N/A	Right of Way	
	Directional Arrow	
N/A	Guardrail	

Signal Upgrade

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Prepared In the Offices of:
Transportation Mobility and Safety Division
Signal Design Section
750 N.Greenfield Pkwy.Garner,NC 27529

NC 55
at
SR 6107 (E. Williams Street)
and SR 1191 (Technology Drive)
Division 5 Wake County Apex

PLAN DATE: February 2024 REVIEWED BY:
PREPARED BY: J.A. Lohr REVIEWED BY:

SCALE 0 40 1"=40"

REVISIONS	INIT.	DATE

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 026486 ENGINEER ROBERT J. ZIEMBA
DocuSigned by: Robert J. Ziemba 04/10/2024
SIG. INVENTORY NO. 05-1999

09-APR-2024 15:02
#M:\Offices\2016\Groups-TECC#ITSASU#ITS Signals#Signal Design Section#Central Region#Div 5#C-5600R Holly Springs#051999_sig_dsn_2024mmsd.dgn
JALohr

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ02
Jessie Commons PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Paxton Hollar, Strategic Real Estate Partners
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Property Addresses: 1701, 0, 0, and (a portion of) 1615 E. Williams Street
Acreage: ±64.37 acres
Property Identification Numbers (PINs): 0751003311, 0751011288, 0741915068 & 0741911743 (portion of)
2045 Land Use Map Designation: Commercial Services & Office Employment/Industrial Employment
Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

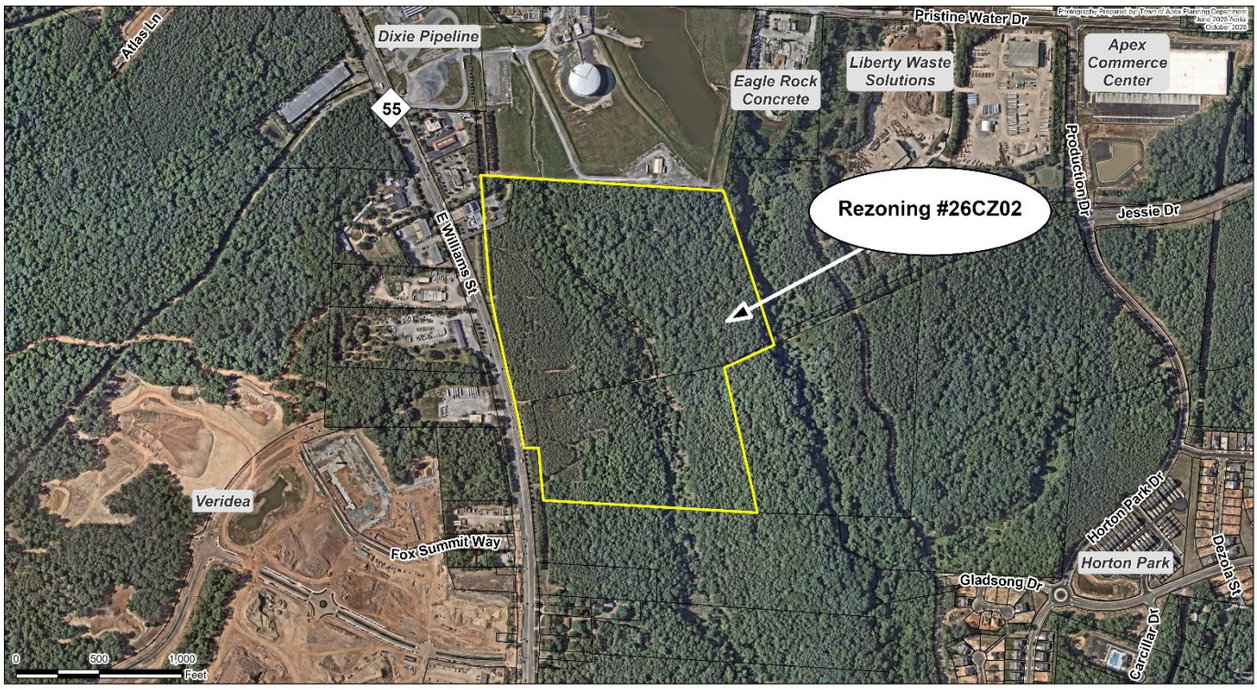
Planning Board Public Hearing Date and Time: October 12, 2026 4:30 PM

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 (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 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/53678.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2- October 12, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ02
Jessie Commons PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Paxton Hollar, Strategic Real Estate Partners
Agente autorizado: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Dirección de las propiedades: 1701, 0, 0, and (parte de) 1615 E. Williams Street
Superficie: ±64.37 acres
Números de identificación de las propiedades: 0751003311, 0751011288, 0741915068 & 0741911743 (parte de)
Designación actual en el Mapa de Uso Territorial para 2045: Commercial Services and Office Employment/Industrial Employment
Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

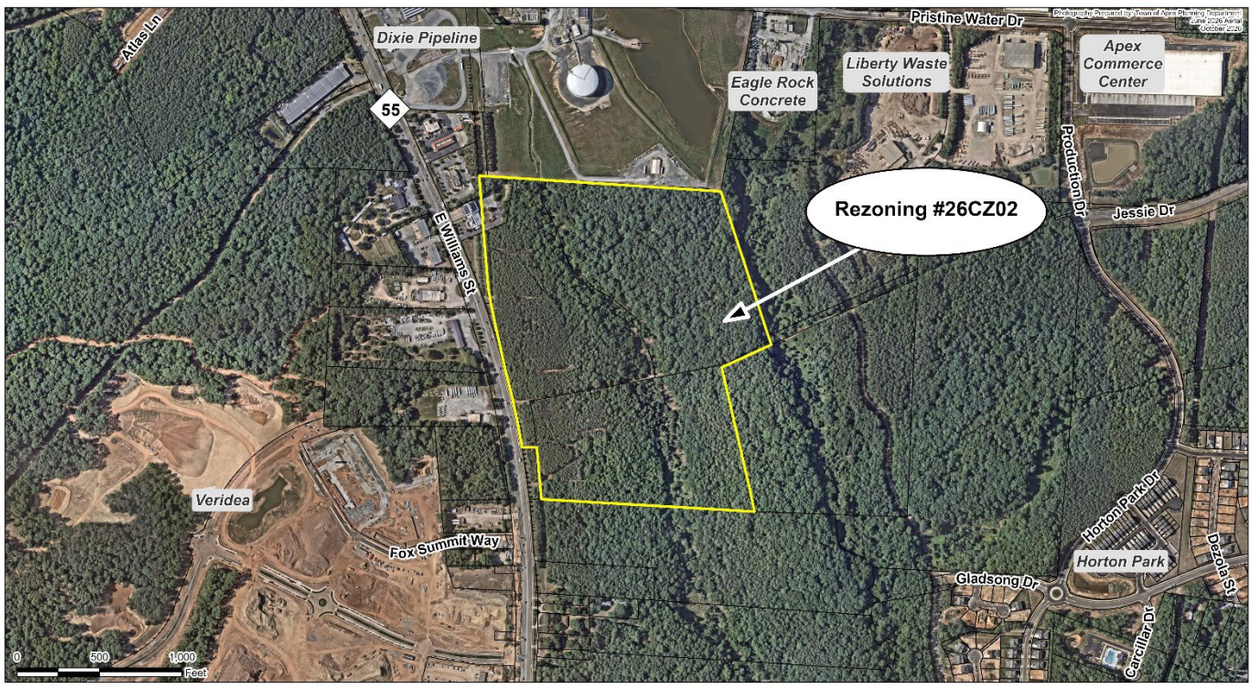
Fecha y hora de la audiencia pública de la Junta de Planificación: 12 de octubre de 2026 4:30 P.M.

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 (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 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/53678.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre – 12 de octubre de 2026

AGENDA

https://www.apexnc.org/DocumentCenter/View/56612/26CZ02-PB-Public-Notice-Combined?bidl...

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm...

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 #26CZ02
Jessie Commons PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Paxton Hollar, Strategic Real Estate Partners
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Property Addresses: 1701, 0, 0, and (a portion of) 1615 E. Williams Street
Acreage: ±64.37 acres
Property Identification Numbers (PINs): 0751003311, 0751011288, 0741915068 & 0741911743 (portion of)
2045 Land Use Map Designation: Commercial Services & Office Employment/Industrial Employment
Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Planning Board Public Hearing Date and Time: October 12, 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 (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 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/53678.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2- October 12, 2026

MIN - NSH
Video highlight

10:39 AM
10/2/2026

AGENDA

https://www.apexnc.org/DocumentCenter/View/56612/26CZ02-PB-Public-Notice-Combined?bidI...

Maps/GIS | Team Apex Landin... | SharePoint Folders | Planning Tools | GeoCivix Home | Unified Developm...

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 #26CZ02
Jessie Commons PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Paxton Hollar, Strategic Real Estate Partners
Agente autorizado: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Dirección de las propiedades: 1701, 0, 0, and (parte de) 1615 E. Williams Street
Superficie: ±64.37 acres
Números de identificación de las propiedades: 0751003311, 0751011288, 0741915068 & 0741911743 (parte de)
Designación actual en el Mapa de Uso Territorial para 2045: Commercial Services and Office Employment/Industrial Employment
Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Fecha y hora de la audiencia pública de la Junta de Planificación: 12 de octubre 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 (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

De conformidad con los requisitos estatales de notificaciones públicas, se enviará por correo y se publicará por separado una notificación de la audiencia pública del Consejo Municipal sobre este proyecto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 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/53678.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre – 12 de octubre de 2026

MIN - NSH
Video highlight

10:40 AM
10/2/2026

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 #26CZ02 Jessie Commons PUD Amendment
Project Location:	1701, 0, 0, and (a portion of) 1615 E. Williams Street
Applicant and Authorized Agent(s):	Paxton Hollar, Strategic Real Estate Partners Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Planning Board Public Hearing Date:	October 12, 2026
Project Planner:	June Cowles, Senior Planner

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 October 2, 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.

10/5/2026
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 5th day of OCTOBER, 2026.

Notary Public

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

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 #26CZ02
Jessie Commons PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Paxton Hollar, Strategic Real Estate Partners
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group**;** Jeff Roach, Peak Engineering and Design; Town of Apex
Property Addresses: 1701, 0, 0, and (a portion of) 1615 E. Williams Street
Acreage: ±64.37 acres
Property Identification Numbers (PINs): 0751003311, 0751011288, 0741915068, & 0741911743 (portion of)
2045 Land Use Map Designation: Commercial Services and Office Employment/Industrial Employment
Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

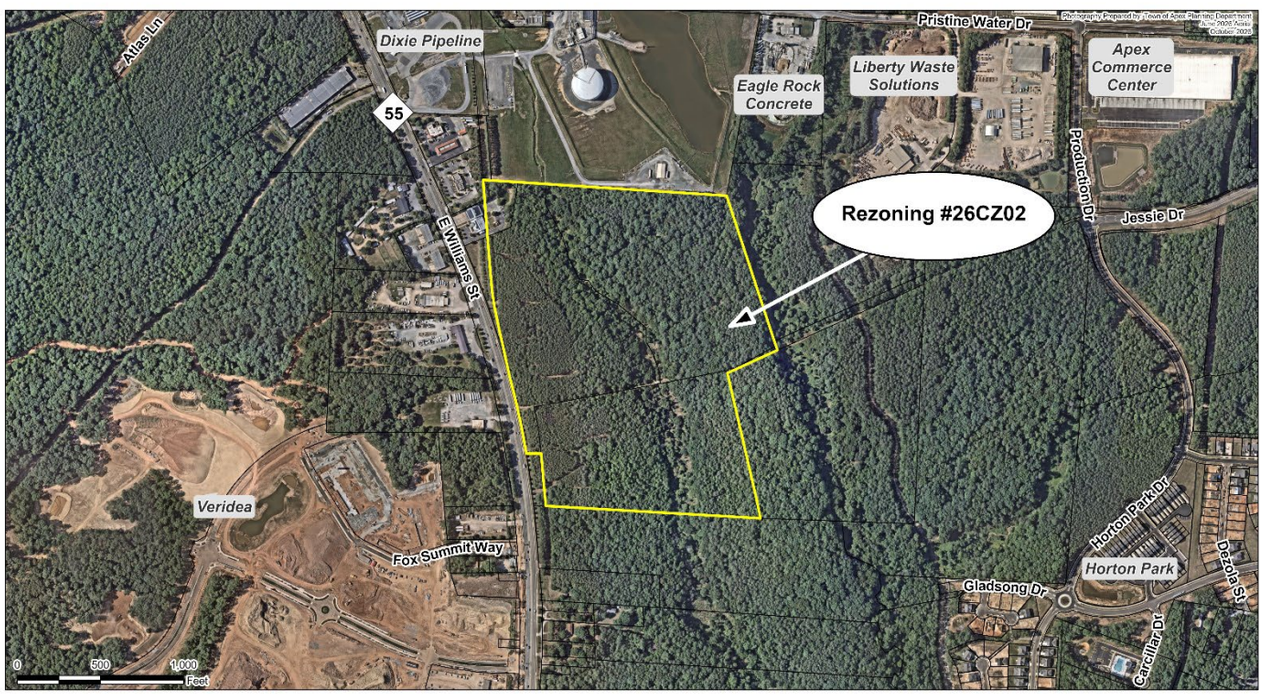
Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: October 27, 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/53678.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 5– October 27, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ02
Jessie Commons PUD Amendment

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: Paxton Hollar, Strategic Real Estate Partners
Agente autorizado: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Dirección de las propiedades: 1701, 0, 0, and (parte de) 1615 E. Williams Street
Superficie: ±64.37 acres
Números de identificación de las propiedades: 0751003311; 0751011288; 0741915068 & 0741911743 (parte de)
Designación actual en el Mapa de Uso Territorial para 2045: Commercial Services and Office Employment/Industrial Employment
Ordenamiento territorial existente de las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/53678.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 5 de octubre- 27 de octubre de 20

Legal Notice of Public Hearings / C
AGENDA
https://www.apexnc.org/DocumentCenter/View/56649/26CZ02-TC-Publi...
Update
Maps/GIS
Team Apex Landin...
SharePoint Folders
Planning Tools
GeoCivix Home
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 #26CZ02
Jessie Commons PUD Amendment

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: Paxton Hollar, Strategic Real Estate Partners
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
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Existing Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)
Proposed Zoning of Properties: Planned Unit Development-Conditional Zoning (PUD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Comments received prior to the Planning Board public hearing will not be provided to the Town Council. Separate comments for the Town Council public hearing must be provided by the deadline specified below.

Town Council Public Hearing Date and Time: October 27, 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.

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Dianne F. Khin, AICP
Planning Director

Published Dates: October 5– October 27, 2026

64°F Cloudy
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10/5/2026

Legal Notice of Public Hearings / C
AGENDA
https://www.apexnc.org/DocumentCenter/View/56649/26CZ02-TC-Publi...
Update
Maps/GIS
Team Apex Landin...
SharePoint Folders
Planning Tools
GeoCivix Home
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 #26CZ02
Jessie Commons PUD Amendment

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Solicitante: Paxton Hollar, Strategic Real Estate Partners
Agente autorizado: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
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Ordenamiento territorial propuesto para las propiedades: Planned Unit Development-Conditional Zoning (PUD-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/53678.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 5 de octubre- 27 de octubre de 2026

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12:44 PM
10/5/2026

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 #26CZ02 Jessie Commons PUD Amendment
Project Location:	1701, 0, 0, and (a portion of) 1615 E. Williams Street
Applicant or Authorized Agent:	Paxton Hollar, Strategic Real Estate Partners Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design; Town of Apex
Town Council Public Hearing Date:	October 27, 2026
Project Planner:	June Cowles, Senior Planner

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 October 5, 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.

10/5/2026
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 5th day of OCTOBER, 2026.

Notary Public

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

My Commission Expires: 10/3/2027



Public Hearing Sign Posted By:

Signature

3/18/26

Date

Attachment 1: Applicant's Proposed Conditions Compared to Staff's Requested Conditions

Jessie Commons Condition Comparison (Difference)	
Applicant's Proposed Conditions:	**Apex TID Proposed Conditions**
NC 55 at Jessie Drive Extension: • Construct the new intersection as a full-movement configuration and designed to allow for future conversion of this intersection (by others) to RCI. • Terminate one of the westbound lanes of Jessie Drive Extension as a right-turn lane and the other westbound lane as a left-turn lane. Construct a second westbound left-turn lane with 350 feet of full width storage and appropriate tapers, subject to NCDOT approval. • Construct an exclusive northbound right-turn lane on NC 55 with 100 feet of full width storage, 50 feet of deceleration, and 100 feet of taper. • Construct dual southbound left-turn lanes on NC 55, each with 250 feet of full width storage, 50 feet of deceleration, and 100 feet of taper. • Install a traffic signal for the full-movement intersection configuration.	**NC 55 at Jessie Drive Extension:** • Developer shall construct the intersection of NC 55 (E. Williams St) and Jessie Drive as a Reduced Conflict Intersection (RCI) allowing left-in/right-in/right-out movements paired with a northern U-turn location meeting NCDOT standards. a. The intersection configuration of NC 55 at Jessie Drive shall consist of: i. Dual westbound right-turn lanes on Jessie Drive. ii. An exclusive northbound right-turn lane with 100 feet of full width storage, 50 feet of deceleration and 100 feet of taper. iii. An additional (third) northbound through lane from the southern property line terminating as a right-turn lane at Site Access A. iv. An additional (third) southbound through lane from approximately 1,200 feet north of Site Access A (where previously approved frontage widening planned for Veridea terminates) to the approved frontage widening planned for Veridea to the south of the site. v. Dual southbound left-turn lanes each with 250 feet of full width storage, 50 feet of deceleration and 100 feet of taper. vi. Dual northbound left-turn lanes each with 200 feet of full width storage, 50 feet of deceleration and 100 feet of taper at the U-turn location. vii. Installation of traffic signals.

	b. If Offsite ROW cannot be obtained for construction of the northern dual lane U-turn to serve the RCI according to the process in Condition 6, then Developer shall pay the applicable fee in lieu and construct a full movement signalized intersection as described below and designed to allow for future conversion to a RCI. ~~o~~ Terminate one of the westbound lanes of Jessie Drive Extension as a right-turn lane and the other westbound lane as a left-turn lane. Construct a second westbound left-turn lane with 350 feet of full width storage plus 50 feet of deceleration and 100 feet of taper. ~~o~~ Construct an additional (third) northbound through lane from the southern property line terminating as a right-turn lane at Site Access A. o Construct northbound right-turn lane on NC 55 with 100 feet of full width storage plus 50 feet of deceleration and 100 feet of taper~~s~~. o Construct an additional (third) southbound through lane from Site Access A to the approved frontage widening planned for Veridea to the south of the site subject to the ability to acquire Offsite ROW according to the process in Condition 6. o Construct dual southbound left-turn lanes on NC 55, each with 250 feet of full width storage, 50 feet of deceleration and 100 feet of taper~~s~~. o Install a traffic signal. • If any of the committed transportation improvements require acquisition of offsite rights of way, easements, or other property interests (the "Offsite ROW"), Developer shall make good faith efforts to acquire the Offsite ROW. If Developer is unable to acquire any Offsite ROW through private negotiation

	and the Town is unwilling or unable to assist in the acquisition, Developer shall pay a fee in lieu for the transportation improvement that cannot be completed, including estimated cost of acquisition, permitting fees, and construction, subject to Town review and approval of an engineer's estimate provided by the Developer.
Jessie Drive Extension at Site Access C: • Construct Site Access C approximately 700 feet east of NC 55 with full-movement access accommodations to both parcels subject to NCDOT approval. - Construct the northern and southern legs of the intersection with one ingress lane and two egress lanes (exclusive left-turn lane and a shared through/right lane). - Provide 100 feet of IPS on both approaches. • Provide an exclusive eastbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension. • Provide an exclusive westbound left-turn lane with 150 feet of storage and appropriate tapers, subject to NCDOT approval on Jessie Drive Extension.	**Jessie Drive Extension at Site Access C** • Developer shall construct Jesse Drive Extension at Site Access C as a directional crossover restricting the northbound approach to right turn only. Southbound left turns and through movements would be accommodated subject to NCDOT design approval. Roadway design plans for all portions of Jessie Drive including private driveway access are required to be reviewed and approved by both Apex and NCDOT to be eligible for future state maintenance when ultimately accepted by NCDOT as a state route.
Jessie Drive Extension at Site Access E: • Construct the easternmost site driveway on the north and south side of Jessie Drive (Site Access E), approximately 1,300 feet east of NC 55, as a full movement intersection with 100 feet of IPS.	**Jessie Drive Extension at Site Access E** • Developer shall provide an eastbound left-turn lane with a minimum of 150 feet of full-width storage plus appropriate taper. • The intersection shall be designed to accommodate

• Provide an exclusive eastbound left-turn lane on Jessie Drive with 100 feet of full width storage plus 50 feet of deceleration and 100 feet of taper. • Provide a westbound left-turn lane on Jessie Drive to the extent possible until Jessie Drive terminates in advance of the property boundary.	eastbound U-turns based on a minimum BUS-40 design vehicle subject to NCDOT design approval.

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #26CZ02 Jessie Commons PUD Amendment

Planning Board Meeting Date: October 12, 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: +/-64.37

PIN(s): 075100331, 0741915068, 0741915068, 0741911743 (portion of)

Current Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ #06CZ26)

Proposed Zoning: Planned Unit Development-Conditional Zoning (PUD-CZ)

2045 Land Use Map: Commercial Services and Office Employment/Industrial Employment

Town Limits: ETJ and 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: Approve as presented by the applicant with the conditions as indicated below.

Introduced by Planning Board member: Kristy Yule

Seconded by Planning Board member: Mary Peterson

☐ *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:

Planning Board recommended approval of road improvements indicated in Scenario 1 and recommended that the applicant share with staff communications from property owners affected by off-site road improvements. They further recommended that the applicant work with staff on the conditions shown with an asterisk in the staff report prior to the Town Council hearing.

☐ *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 12th day of October 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.10.12 18:10:40 -04'00'

Amanda Bunce, Assistant Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: October 27, 2026

Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 26CZ10 Veridea Expansion V. The applicants, Todd Rechler, RXR Realty and Edward C. Ritenour, Jr., seek to rezone approximately ±23.09 acres to Sustainable Development Conditional Zoning (SD-CZ). The proposed rezoning is located at 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.

Approval Recommended?

The Planning Department recommends approval with the conditions proposed by the applicant.

The Planning Board held a Public Hearing on October 12, 2026 and by a vote of 8 to 0 recommended approval of the proposed rezoning. Board Member Alyssa Bryd was recused.

Item Details

The properties to be rezoned are identified as PINs 740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259

Attachments

- PH4-A1: Staff Report - Rezoning Case No. 26CZ10 - Veridea Expansion V
  - Vicinity Map
  - Application
- PH4-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ10 - Veridea Expansion V
- PH4-A3: EAB Report to Town Council and Planning Board - Rezoning Case No. 26CZ10 - Veridea Expansion V

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 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.

Applicant/Owner: Todd Rechler, RXR Realty/Edward C. Ritenour, Jr.

PROJECT DESCRIPTION:

Acreage: ±23.09

PINs: 740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259

Current Zoning: Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)

Proposed Zoning: Sustainable Development-Conditional Zoning (SD-CZ) for Veridea

2045 Land Use Map: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment

Town Limits: Within corporate limits and ETJ.

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Sustainable Development-Conditional Zoning (SD-CZ #25CZ18); Residential Agricultural (RA); Rural Residential; Planned Unit Development (PUD-CZ #07CZ01);	Future road (under construction); Single-family; School; Vacant
South:	Sustainable Development-Conditional Zoning (SD-CZ #25CZ18); Light Industrial (LI); Rural Residential (RR)	Vacant; NC 55 & NC 540 Hwy
East:	Planned Unit Development-Conditional Zoning (PUD-CZ #16CZ32); Sustainable Development-Conditional Zoning (SD-CZ #25CZ18); Light Industrial (LI); Planned Unit Development (PUD-CZ 07CZ01); Rural Residential (RR); Planned Unit Development (PUD-CZ #07CZ01)	E Williams St; Single-family; Vacant; Gas and fuel, wholesale; Vacant; NC 540 Hwy, Single-family
West:	Sustainable Development-Conditional Zoning (SD-CZ #25CZ18); Residential Agricultural (RA); Light Industrial (LI)	Vacant; Office, business or professional

Existing Conditions:

The properties proposed to be rezoned total ±23.09 acres and are located west of E. Williams Street/Hwy 55, south of US Hwy 1, and east of Veridea Pkwy. Several of the properties contain a single-family home while other parcels are heavily wooded and vacant.

Neighborhood Meetings:

The applicant conducted neighborhood meetings on July 29, 2026, and September 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.

Proposed Uses and Zoning Conditions:
Sec. 2.3.16.D of the Unified Development Ordinance (UDO) states in part:

> "…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 2,000 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 Secs. 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."

If the proposed rezoning is approved, the Veridea SD Plan, Environmental Enhancement Plan, and Pattern Book will be applicable to the subject properties. This is why no additional zoning conditions have been offered for this rezoning.

The applicant has indicated that no increase in the number of residential units or square footage for retail, office, and industrial is desired with the addition of these properties. If approved, the development densities will remain as follows:

- Residential dwelling units: 8,000 (no change)
- Retail: 4,122,424.55 sq ft (no change)
- Office/Industrial: 14,131,483 sq ft (no change)

ENVIRONMENTAL ADVISORY BOARD:
This rezoning was presented to the Apex Environmental Advisory Board (EAB) on August 20, 2026. The Board voted 9–1 to recommend approval based on Legislative Condition #5, *"Design minimizes environmental impact."* The vote outcome and comments from the dissenting member are included in the Environmental Advisory Board Report to Town Council and the Planning Board contained within this packet.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #26CZ10 with the conditions as offered by the applicant.

PLANNING BOARD RECOMMENDATION:
At their October 12, 2026, meeting the Planning Board voted unanimously to recommend approval of the proposed rezoning.

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 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.

The proposed rezoning is reasonable and in the public interest because it will encourage more efficient and compatible development of the property, provide for the same development standards as applicable to the undeveloped adjacent properties, and allow for uses that will generate jobs and increase the tax base.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find 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.

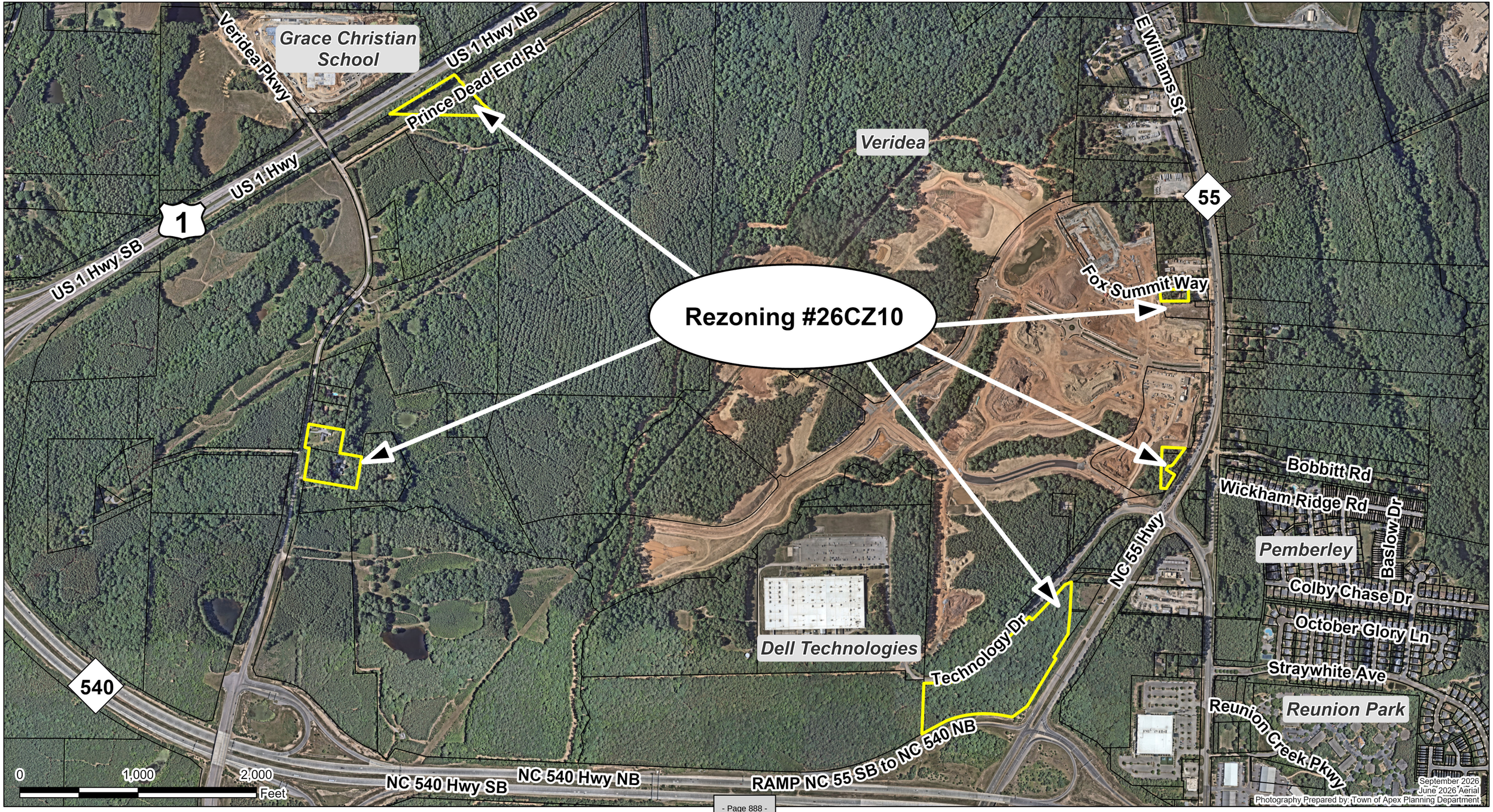
6) *Impact on public facilities.* The proposed Conditional Zoning District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

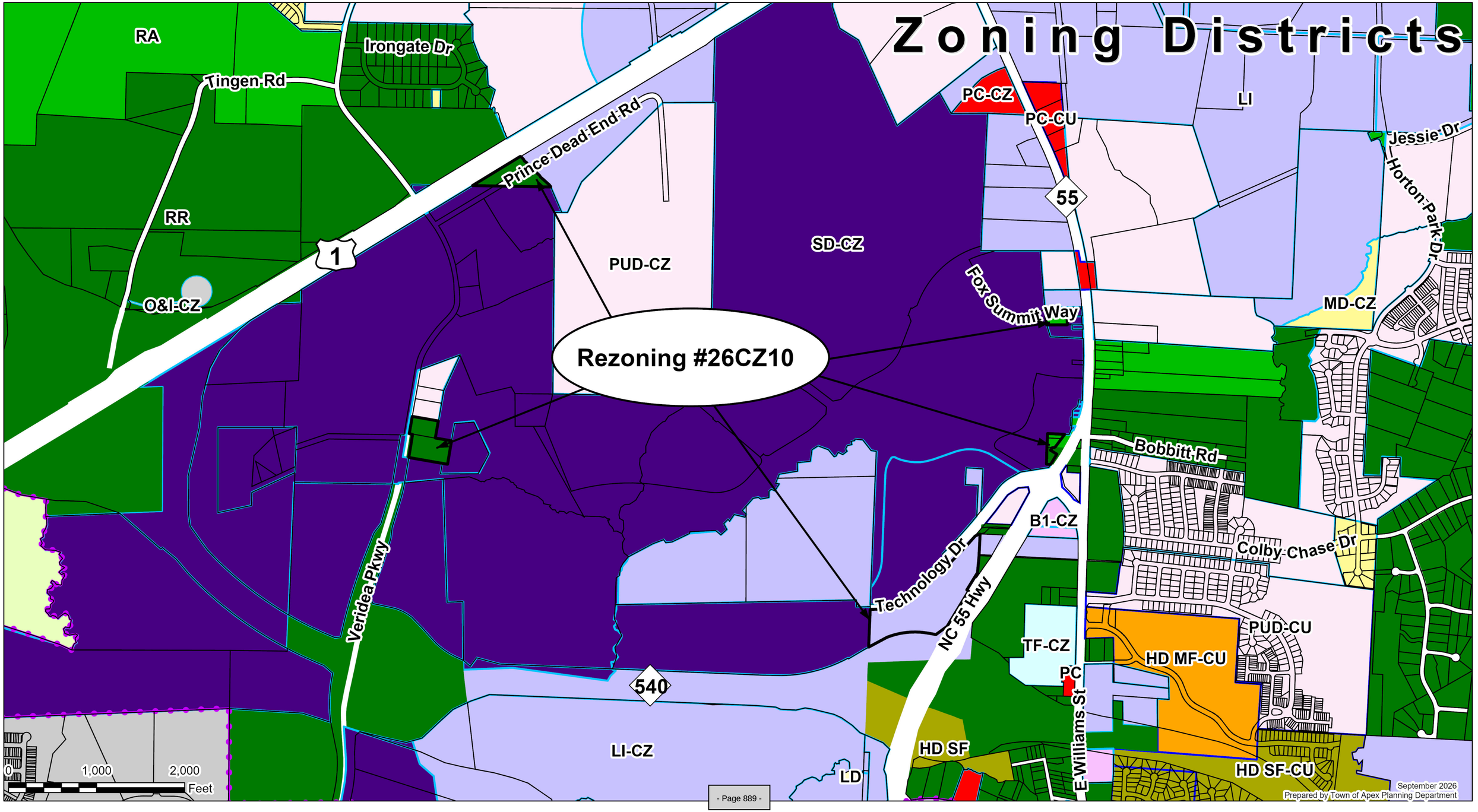
7) *Health, safety, and welfare.* The proposed Conditional Zoning District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

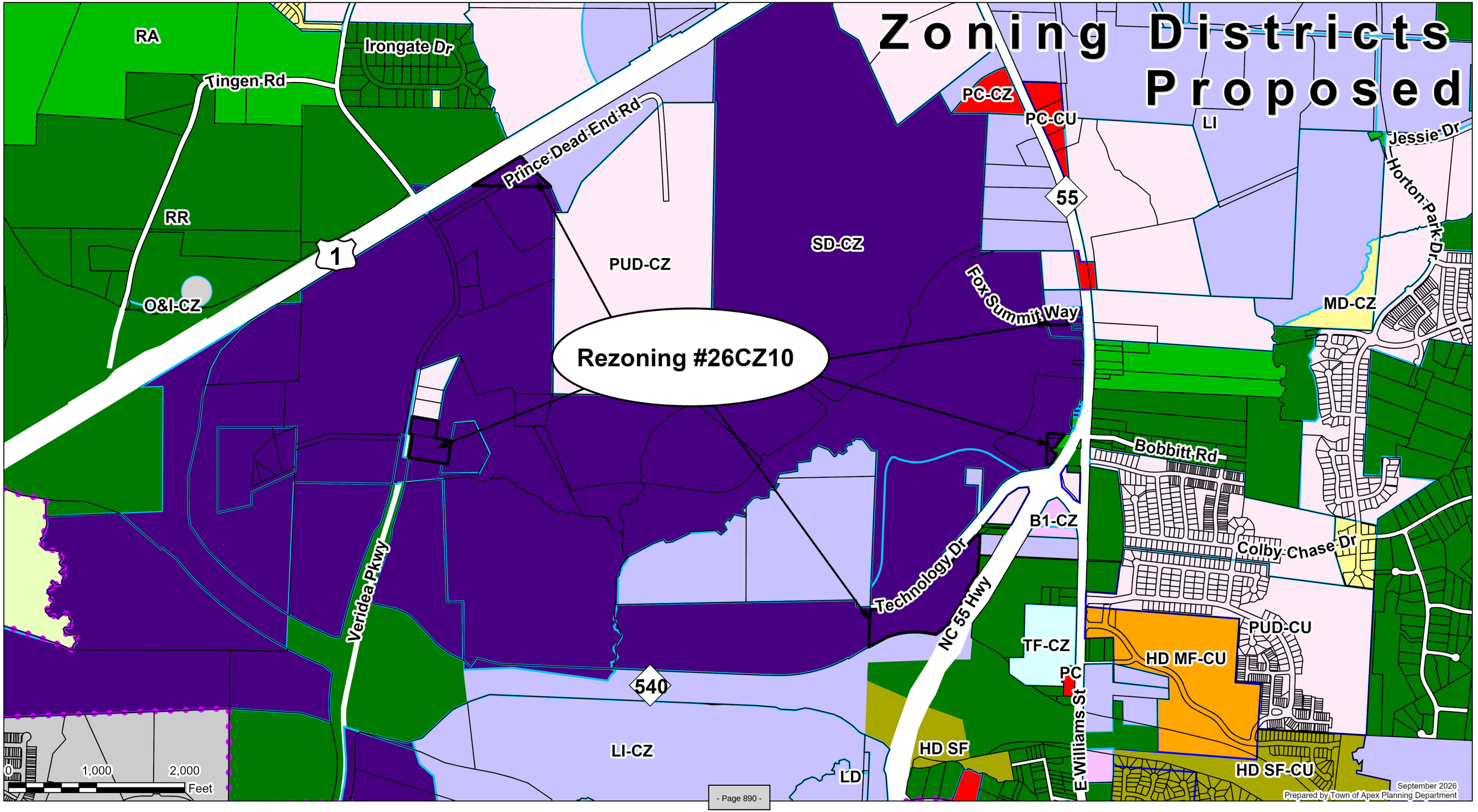
8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning District use is substantially detrimental to adjacent properties.

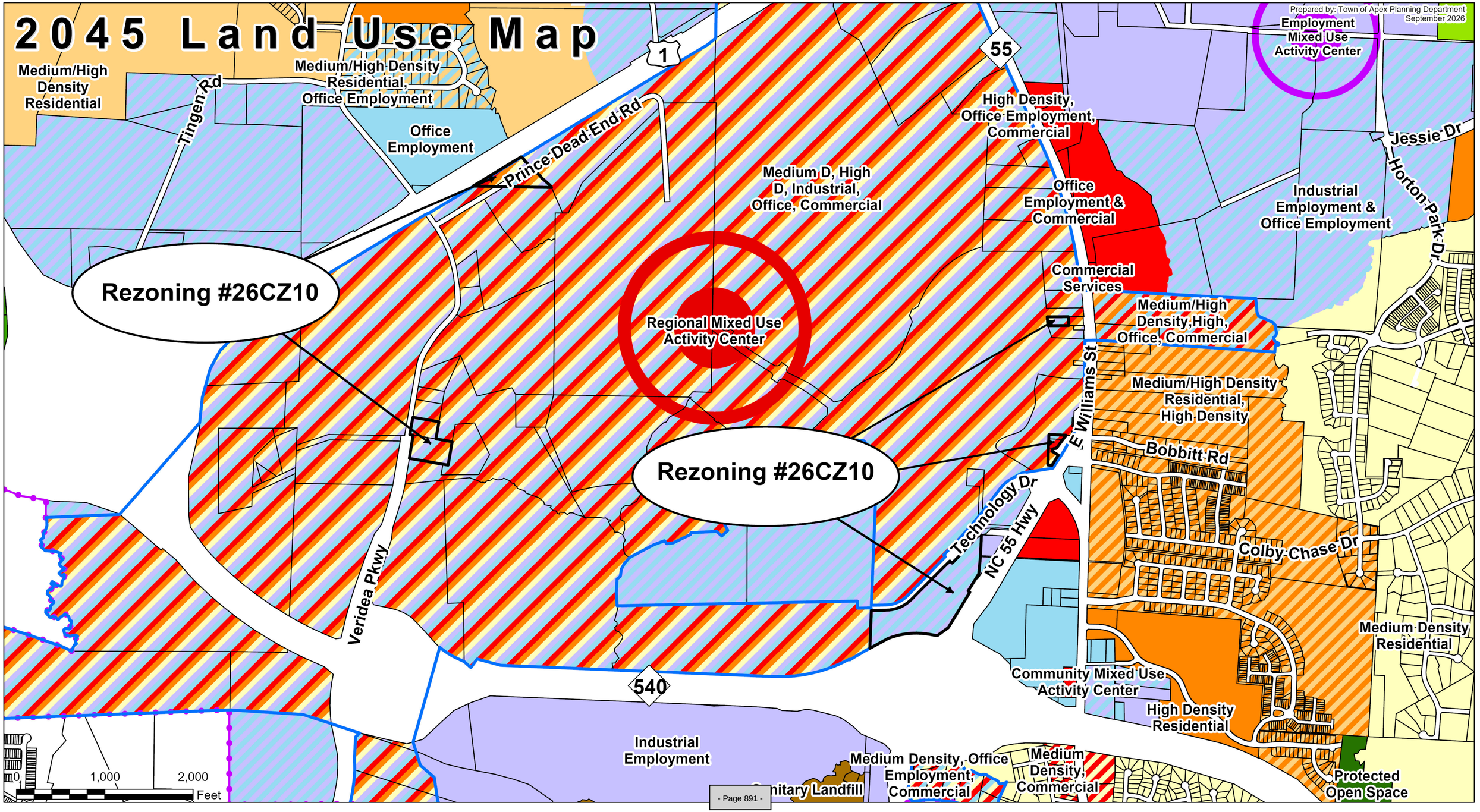
9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

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 #26CZ10
Grace Christian School
Veridea Pkwy
US 1 Hwy NB
Prince Dead End Rd
US 1 Hwy
US 1 Hwy SB
1
Veridea
E Williams St
55
Fox Summit Way
Bobbitt Rd
Wickham Ridge Rd
Baslow Dr
Pemberley
NC 55 Hwy
Colby Chase Dr
October Glory Ln
Straywhite Ave
Reunion Park
Reunion Creek Pkwy
Dell Technologies
Technology Dr
540
NC 540 Hwy SB
NC 540 Hwy NB
RAMP NC 55 SB to NC 540 NB
0
1,000
2,000
Feet
September 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department


Zoning Districts
RA
Irongate Dr
Tingen Rd
Prince Dead End Rd
PC-CZ
PC-CU
LI
Jessie Dr
Horton Park Dr
55
RR
1
SD-CZ
PUD-CZ
Fox Summit Way
MD-CZ
O&I-CZ
Rezoning #26CZ10
Bobbitt Rd
B1-CZ
Colby Chase Dr
Technology Dr
NC 55 Hwy
Veridea Pkwy
PUD-CU
TF-CZ
HD MF-CU
PC
E Williams St
540
HD SF
HD SF-CU
LI-CZ
LD
0
1,000
2,000
Feet
September 2026
Prepared by Town of Apex Planning Department


Zoning Districts Proposed
Rezoning #26CZ10
RA
RR
O&I-CZ
PUD-CZ
SD-CZ
PC-CZ
PC-CU
LI
MD-CZ
B1-CZ
TF-CZ
PC
PUD-CU
HD MF-CU
HD SF
HD SF-CU
LD
LI-CZ
Irongate Dr
Tingen Rd
Prince Dead End Rd
Fox Summit Way
Jessie Dr
Horton Park Dr
Bobbitt Rd
Colby Chase Dr
Technology Dr
Veridea Pkwy
NC 55 Hwy
E Williams St
1
55
540
0
1,000
2,000
Feet
September 2026
Prepared by Town of Apex Planning Department


2045 Land Use Map
Prepared by: Town of Apex Planning Department
September 2026
Medium/High Density Residential
Medium/High Density Residential, Office Employment
Office Employment
Tingen Rd
Prince Dead End Rd
1
55
High Density, Office Employment, Commercial
Employment Mixed Use Activity Center
Jessie Dr
Horton Park Dr
Industrial Employment & Office Employment
Office Employment & Commercial
Medium D, High D, Industrial, Office, Commercial
Rezoning #26CZ10
Regional Mixed Use Activity Center
Commercial Services
Medium/High Density, High, Office, Commercial
E Williams St
Medium/High Density Residential, High Density
Bobbitt Rd
Rezoning #26CZ10
Technology Dr
NC 55 Hwy
Colby Chase Dr
Veridea Pkwy
Medium Density Residential
Community Mixed Use Activity Center
High Density Residential
540
Industrial Employment
Medium Density, Office Employment, Commercial
Medium Density, Commercial
Protected Open Space
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): For all applications submitted on or after July 1, 2026, the EAB shall make a recommendation to Town Council regarding approval or denial based on the project's ability to comply with UDO Sec. 2.3.3.F.5 *Legislative Considerations, Design minimizes environmental impact*. Applicants that agree to incorporate the EAB's recommended zoning conditions and receive a recommendation of approval at the first meeting do not have to attend a second EAB meeting.

If an applicant needs additional time to consider zoning conditions that can be added, then the applicant can request that the EAB delay making a recommendation until a later date. The applicant must then request to be scheduled for a second EAB meeting as a recommendation from the EAB is required before the rezoning can be scheduled for public hearing.

The EAB recommendation must occur no later than the month prior to the scheduled public hearing date in order to maintain the published schedule. This allows time for staff to review the wording of all proposed zoning conditions.

To request placement 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 each month unless otherwise noted.

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 #: _____ Submittal Date: _____

Fee Paid: _____

Project Information

Project Name: Veridea Expansion V

Address(es): See Attachment A

PIN(s): See Attachment A

Acreage: 23.09

Current Zoning: See Attachment A Proposed Zoning: SD-CZ

Current 2045 LUM Classification(s): Regional Mixed Use

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: 23.09

Area proposed as non-residential development: Acreage: TBD

Percent of mixed use area proposed as non-residential: Percent: TBD

Applicant Information

Name: Todd Rechler, RXR Realty

Address: 625 RXR Plaza

City: Uniondale State: NY Zip: 11556

Phone: 516-506-6000 E-mail: trechler@rxr.com

Owner Information

Name: See Attachment A

Address:

City: State: Zip:

Phone: E-mail:

Agent Information

Name: Jason Barron, Morningstar Law Group

Address: 434 Fayetteville St., Suite 2200

City: Raleigh State: NC Zip: 27601

Phone: 919-590-0371 E-mail: jbarron@morningstarlawgroup.com

Other contacts: Leticia Shapiro, Morningstar Law Group

434 Fayetteville St., Suite 2200

Raleigh, NC 27601

919-590-0366, tshapiro@morningstarlawgroup.com

PETITION INFORMATION

Application #: _____ Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from See Attachment A 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 existing	21	
2	Veridea SD Plan.	22	
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PETITION INFORMATION

Application #: _____ Submittal Date: _____

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

Consistent with UDO Section 2.3.16(D), these parcels are being added to an existing SD-CZ district known as Veridea. The existing SD-CZ Plan for the SD-CZ district shall be applicable to these parcels. The applicant is not requesting a pro-rata increase in the residential units, retail or or office/industrial square feet as otherwise allowed under the Veridea SD Plan. All other provisions contained in the Veridea SD Plan will be applicable to these parcels.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

These parcels are designated Regional Mixed Use (RMU) on the 2045 Land Use Map. SD zoning is allowable in all mixed use centers including RMU. As such, this rezoning 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 purpose of this proposed conditional zoning is to include these parcels into the existing Veridea Sustainable Development ("Veridea SD"). The Veridea SD surrounds these parcels which will become part of the existing Veridea SD Plan and as such, will be consistent with 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.

These parcels shall become part of the Veridea SD Plan and all uses will be consistent with the standards provided in the Town of Apex UDO, including any applicable supplemental standards in 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 design of the proposed conditional zoning district will be compatible with surrounding uses as the purpose of this rezoning is to add these parcels to the Veridea SD which is adjacent to these parcels. The parcels will become part of the Veridea SD Plan and the overall scheme of the Veridea SD Plan.

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 of the Veridea SD Plan put coexistence with nature and environmental sustainability first place, minimizing environmental impacts and emphasizing 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.

To the applicant's knowledge, there are sufficient public facilities and services to serve the development of these parcels consistent with the proposed rezoning and the Veridea SD Plan.

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 Veridea SD Plan provides a health sustainable mixed use community for Apex residents. A guiding principle is to create a community where humanity and nature co-exist in a healthy, supportive, diverse and sustainable condition.

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

These parcels will become part of the existing Veridea SD Plan and will not be 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.

The proposed rezoning will not create a nuisance or hazard due to traffic or noise. Development of the property shall be provided by the Veridea SD Plan and will be similar in size, scale, and quality of the surrounding uses in the area.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The conditional zoning district will comply with all standards imposed on it by all other applicable provisions of the Apex UDO.

Attachment A

VERIDEA EXPANSION V REZONING PROPERTY LIST

#	ADDRESS/PIN	OWNER	CURRENT ZONING	PROPOSED ZONING	ACRES	DEED BOOK	DEED PAGE	DEED/RECODATION DATE
1	0 Prince Dead End Road 0741217259	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	3.48	020095	01779	12/3/2025; 12/15/2025
2	0 Technology Drive 0740765322	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	LI	SD-CZ	14.09	020009	01511	9/9/2025; 9/10/2025
3	0 E Willams Street 0740981239	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.20	020197	00275	4/10/2026
4	0 E Williams Street 0740980243	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.28	020197	00275	4/10/2026
5	3137 Veridea Pkwy 0740188176	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	2.77	020329	01522	9/3/2026
6	3125 Veridea Pkwy 0740188440	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	1.38	020332	02507	9/9/2026
7	1714 E. Williams St. 0740990631	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	0.54	001107	00549	8/24/2026; 8/25/2026
8	1860 E. Williams St. 0740889089	RITENOUR, EDWARD C JR 108 TORTOISE LN MORRISVILLE NC 27560-7295	RR	SD-CZ	0.35	006453	00736	2/28/1995; 3/1/1995
				Total Acres	23.090			

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: _____

RXR LEN APEX OWNER 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: See attached "RXR Property List"

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group

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

Agent Name: Jason Barron and Leticia Shapiro - Morningstar Law Group

Address: 434 Fayetteville St., Suite 2200, Raleigh, NC 27601

Telephone Number: 919-590-0371, 919-590-0366

E-Mail Address: jbarron@morningstarlawgroup.com, tshapiro@morningstarlawgroup.com

Signature(s) of Owner(s)* RXR Len Apex Owner LLC

By: _____

Todd Rechler, Authorized Person — Type or print name

September 24, 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 #: _____ Submittal Date: _____

The undersigned, Todd Rechler c/o RXR LEN APEX OWNER LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at See RXR Property List 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 See RXR Property List, and recorded in the Wake County Register of Deeds Office on See RXR Property List, in Book See RXR Property List Page See RXR Property List.

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 See RXR Property List, 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 See RXR Property List, 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 24th day of September, 20 26.

RXR Len Apex Owner LLC

By: _____ (seal)

Todd Rechler, Authorized Person

Type or print name

STATE OF NEW YORK
COUNTY OF New York

I, the undersigned, a Notary Public in and for the County of New York, hereby certify that Todd Rechler, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Authorized Person, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]

JOSEPH B. RABINOW
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Nassau County
01RA6441857
MY COMMISSION EXPIRES 10/03/2026

_____
Notary Public Joseph B. Rabinow
State of New York
My Commission Expires: 10/03/2026

VERIDEA EXPANSION V REZONING - RXR PROPERTY LIST								
#	ADDRESS/PIN	OWNER	CURRENT ZONING	PROPOSED ZONING	ACRES	DEED BOOK	DEED PAGE	DEED/RECODATION DATE
1	0 Prince Dead End Road 0741217259	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	3.48	020095	01779	12/3/2025; 12/15/2025
2	0 Technology Drive 0740765322	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	LI	SD-CZ	14.09	020009	01511	9/9/2025; 9/10/2025
3	0 E Willams Street 0740981239	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.20	020197	00275	4/10/2026
4	0 E Williams Street 0740980243	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.28	020197	00275	4/10/2026
5	1714 E. Williams St. 0740990631	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	0.54	001107	00549	8/24/2026; 8/25/2026
6	3137 Veridea Pkwy 0740188176	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	2.77	020329	01522	9/3/2026
7	3125 Veridea Pkwy 0740188440	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	1.38	020332	02507	9/9/2026

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0741217259 (0 Prince Dead End Road)

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20095, page 1779 and further shown as Tract 3 on Book of Maps 2015, page 14 in the Wake County Register of Deeds; being more particularly described as:

Beginning at 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 19947, page 487 and further shown as Tract 2 on Book of Maps 1978, page 731 in the Wake County Register of Deeds, being also on the southern 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 southern right of way line of U.S. Highway 1, North 58°38'27" East a distance of 637.23 feet to a point in the centerline of a creek, being referenced by an existing iron pipe 15.00 feet before the end of the line; thence leaving the southern right of way line of U.S. Highway 1 and with the centerline of the creek, South 62°56'30" East a distance of 7.57 feet to a point; thence South 51°14'55" East a distance of 3.81 feet to a point; thence South 41°45'21" East a distance of 20.08 feet to a point; thence South 45°39'44" East a distance of 19.48 feet to a point; thence South 21°07'42" East a distance of 15.79 feet to a point; thence South 35°28'59" East a distance of 4.60 feet to a point; thence South 53°54'09" East a distance of 13.56 feet to a point; thence South 54°15'40" East a distance of 12.15 feet to a point; thence South 46°16'38" East a distance of 3.99 feet to a point; thence South 34°32'07" East a distance of 23.63 feet to a point; thence South 33°00'12" East a distance of 10.57 feet to a point; thence South 68°34'25" East a distance of 14.16 feet to a point; thence South 46°51'32" East a distance of 46.39 feet to a point; thence South 42°45'23" East a distance of 21.99 feet to a point; thence South 45°05'03" East a distance of 30.70 feet to a point; thence South 44°29'49" East a distance of 26.49 feet to a point; thence South 48°46'53" East a distance of 32.44 feet to a point; thence South 33°44'54" East a distance of 28.72 feet to a point; thence South 49°58'16" East a distance of 42.31 feet to a point; thence South 47°29'35" East a distance of 50.03 feet to a point; thence South 48°30'55" East a distance of 39.38 feet to a point; thence South 33°54'17" East a distance of 27.24 feet to a point, being the northeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19947, page 487 and further shown as a portion of Tract 3 on Book of Maps 1978, page 731; thence leaving the centerline of the creek and with said common line, North 88°58'01" West a distance of 584.55 feet to an existing iron pipe 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, passing through an existing iron pipe 570.12 feet before the end of the line; thence leaving the center of Prince Dead End Road and continuing with said common line, North 88°58'01" West a distance of 304.56 feet to the point and place of beginning; containing an area of 151,718 square feet or 3.48 acres.

Application #: _____ Submittal Date: _____

Insert Legal Description below:

PIN 0740765322 (0 Technology Dr)

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20009, page 1511 in the Wake County Register of Deeds, and also being described as:

Beginning at an existing iron pipe at the northwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, being on the southern right of way line of Technology Drive, a variable width public right of way as shown on Highway Map 3, page 174, being referenced by an existing concrete monument 2.11' northeast of the corner, the point of beginning; thence from the beginning and with the southern right of way line of Technology Drive, North 88°53'52" East a distance of 168.81 feet to an existing iron pipe; thence with a curve to the left a radius of 411.98 feet, an arc length of 314.04 feet, a chord bearing of North 67°03'44" East, a chord length of 306.49 feet to an existing iron pipe; thence North 44°56'53" East a distance of 463.60 feet to an existing concrete monument; thence North 45°12'15" East a distance of 156.84 feet to an existing iron pipe; thence South 45°56'03" East a distance of 35.56 feet to an existing concrete monument; thence with a curve to the left a radius of 5971.12 feet, an arc length of 405.86 feet, a chord bearing of North 43°02'27" East, a chord length of 405.79 feet to an existing iron pipe, being the southwest corner of lands now or formerly owned by Apex-Williams Street Holdings, LLC, as described in Deed Book 20180, page 763; thence leaving the southern right of way line of Technology Drive and with said common line, with a curve to the right a radius of 372.69 feet, an arc length of 59.94 feet, a chord bearing of North 67°34'41" East, a chord length of 59.88 feet to an existing iron pipe, being the northwest corner of lands now or formerly owned by Apex-Williams Street Holdings, LLC, as described in Deed Book 16421, page 1964; thence with said common line, South 02°45'29" West a distance of 234.46 feet to an existing iron pipe with a pinched top, being the northwest corner of a 12-foot roadway easement, as shown on Book of Maps 1989, page 1393, being referenced by a bent existing iron pipe 0.22' west of the corner; thence with the western line of said easement, South 01°26'47" West a distance of 12.22 feet to an existing iron pipe with a pinched top, being the northwest corner of lands now or formerly owned by Lee Chu Yang, as described in Deed Book 19413, page 367; thence with said common line, South 05°19'02" West a distance of 193.34 feet to an existing iron pipe on the western right of way line of N.C. Highway 55, a variable width controlled access right of way, as described in Deed Book 19794, page 1125 and shown on Highway Map 3, page 174; thence with the western right of way line of N.C. Highway 55, South 31° 41'56" West a distance of 230.95 feet to an existing iron pipe; thence South 58°18'04" East a distance of 23.82 feet to an existing iron pipe; thence South 31°17'46" West a distance of 469.83 feet to an existing right of way disk; thence South 53°46'53" West a distance of 156.49 feet to an existing right of way disk at the intersection of the western right of way line of N.C. Highway 55 and the northern right of way line of N.C. Highway 540, a variable width controlled access right of way as shown on Highway Map 4, page 241; thence with the northern right of way line of N.C. Highway 540, North 80°00'41" West a distance of 90.23 feet to an existing right of way disk; thence with a curve to the left a radius of 865.00 feet, an arc length of 475.17 feet, a chord bearing of South 84°16'29" West, a chord length of 469.21 feet to an existing right of way disk; thence South 61°42'52" West a distance of 236.34 feet to an existing iron pipe, being the southeast corner of lands now or formerly owned by Greenway Waste Solutions of Apex, LLC, as described in Deed Book 9099, page 1045; thence leaving the northern right of way line of N.C. Highway 540 and with said common line, North 02°16'38" East a distance of 429.35 feet to the point and place of beginning, containing an area of 613,741 square feet or 14.09 acres.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740981239 (0 E Williams St.)

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20197, page 275 and further shown on Book of Maps 1948, page 18 in the Wake County Register of Deeds, being more particularly described as:

Commencing from an existing rebar with cap, having local site coordinates, Northing: 707,827.75 feet and Easting: 2,048,980.82 feet; thence North 20°17'43" West a distance of 172.11 feet to an existing iron pipe; thence North 01°23'44" East a distance of 198.75 feet to a point, being referenced by an existing iron pipe 0.34 feet west of the corner; thence North 01° 23'44" East a distance of 100.12 feet to a point, being referenced by an existing iron pipe 1.09 feet west of the corner, the point of beginning; thence from the beginning, North 01°23'44" East a distance of 48.92 feet to an existing iron pipe; thence South 87°21'16" East a distance of 193.06 feet to a point; thence South 36°36'03" West a distance of 58.63 feet to a point; thence North 87°27'13" West a distance of 159.24 feet to the point and place of beginning; containing an area of 8,589 square feet or 0.20 acres.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740980243 (0 E Williams St.)

Being all of the land now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20197, page 275 and further shown on Book of Maps 1948, page 18 in the Wake County Register of Deeds, being more particularly described as:

Commencing from an existing rebar with cap, having local site coordinates, Northing: 707,827.75 feet and Easting: 2,048,980.82 feet; thence North 20°17'43" West a distance of 172.11 feet to an existing iron pipe; thence North 01°23'44" East a distance of 198.75 feet to a point, being referenced by an existing iron pipe 0.34 feet west of the corner, the point of beginning; thence from the beginning, North 01°23'44" East a distance of 100.12 feet to a point, being referenced by an existing iron pipe 1.09 feet west of the corner; thence South 87°27'13" East a distance of 159.24 feet to a point; thence South 36°36'03" West a distance of 120.43 feet to a point; thence North 87°39'31" West a distance of 89.79 feet to the point and place of beginning; containing an area of 12,438 square feet or 0.28 acres.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740990631 (1714 E Williams St)

Being all of the land now or formerly owned by David E. Page, Heirs, as described in Deed Book 1107, page 549 in the Wake County Register of Deeds, being more particularly described as:

Commencing from a set iron pipe 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, being the northeast corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19821, page 1026; thence leaving the western right of way line of N.C. Highway 55 and with said common line, South 89°36'58" West a distance of 166.91 feet to an existing iron pipe, the point of beginning; thence from the beginning and continuing with said common line, South 02°22'35" East a distance of 99.98 feet to a set iron pipe on the northern line of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19789, page 32; thence with said common line, South 89°41'49" West a distance of 235.12 feet to a set iron pipe, being an eastern corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 and further shown as New Tract 4 on Book of Maps 2024, page 630; thence with said common line, North 05°37'02" West a distance of 100.00 feet to a set iron pipe; thence North 89°36'58" East a distance of 240.77 feet to the point and place of beginning, containing an area of 23,734 square feet or 0.54 acres.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740188176 (3137 Veridea Pkwy)

Being all of the land now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197 less and except that land described in Deed Book 16358, page 754, being further shown on Book of Maps 1989, page 252 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 variable width public right of way, as described in Deed Book 16358, page 74, being also on the southern line of lands now or formerly owned by William Junior Fields and wife, Catherine Adams Fields as described in Deed Book 1876, page 667 and Deed Book 3138, page 93 and further shown on Book of Maps 1983, page 625, the point of beginning; thence from the beginning and with said common line, South 80°03'12" East a distance of 262.84 feet to a point being referenced by an existing iron pipe 0.80 feet east of the corner, being a southwest corner of lands now or formerly owned by RXR Len Apex Owner LLC, as described in Deed Book 19263, page 2335 and further shown on Book of Maps 2025, page 2368; thence with said common line, South 80°09'19" East a distance of 185.05 feet to 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 19737, page 1859 and further shown on Book of Maps 1998, page 1052; thence with said common line, South 09°39'36" West a distance of 270.00 feet to an existing iron pipe; thence North 80°06'44" West a distance of 60.00 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 2335 and further shown on Book of Maps 2025, page 2368; thence with said common line, North 80°05'31" West a distance of 386.35 feet to a set iron pipe on the eastern right of way line of Veridea Parkway, a variable width public right of way as described in Deed Book 16358, page 754; thence with the eastern right of way line of Veridea Parkway, North 09°19'59" East a distance of 8.02 feet to a set iron pipe; thence North 09° 19'59" East a distance of 10.18 feet to a point; thence North 09°19'59" East a distance of 1.17 feet to a point, passing through an existing rebar with cap 0.41 feet before the end of the line; thence North 09°19'59" East a distance of 250.63 feet to the point and place of beginning; containing an area of 120,679 square feet or 2.77 acres.
The property constitutes the same property described in that deed dated and recorded in the Office of the Register of Deeds Wake County, North Carolina, in Deed Book 4691, page 197 less and except that property conveyed in Deed Book 16358, page 754.

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740188176 (3137 Veridea Pkwy)

Being all of the land now or formerly owned by Roger W. and Glenda K. Bushee, as described in Deed Book 4691, page 197 less and except that land described in Deed Book 16358, page 754, being further shown on Book of Maps 1989, page 252 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 variable width public right of way, as described in Deed Book 16358, page 74, being also on the southern line of lands now or formerly owned by William Junior Fields and wife, Catherine Adams Fields as described in Deed Book 1876, page 667 and Deed Book 3138, page 93 and further shown on Book of Maps 1983, page 625, the point of beginning; thence from the beginning and with said common line, South 80°03'12" East a distance of 262.84 feet to a point being referenced by an existing iron pipe 0.80 feet east of the corner, being a southwest corner of lands now or formerly owned by RXR Len Apex Owner LLC, as described in Deed Book 19263, page 2335 and further shown on Book of Maps 2025, page 2368; thence with said common line, South 80°09'19" East a distance of 185.05 feet to 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 19737, page 1859 and further shown on Book of Maps 1998, page 1052; thence with said common line, South 09°39'36" West a distance of 270.00 feet to an existing iron pipe; thence North 80°06'44" West a distance of 60.00 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 2335 and further shown on Book of Maps 2025, page 2368; thence with said common line, North 80°05'31" West a distance of 386.35 feet to a set iron pipe on the eastern right of way line of Veridea Parkway, a variable width public right of way as described in Deed Book 16358, page 754; thence with the eastern right of way line of Veridea Parkway, North 09°19'59" East a distance of 8.02 feet to a set iron pipe; thence North 09° 19'59" East a distance of 10.18 feet to a point; thence North 09°19'59" East a distance of 1.17 feet to a point, passing through an existing rebar with cap 0.41 feet before the end of the line; thence North 09°19'59" East a distance of 250.63 feet to the point and place of beginning; containing an area of 120,679 square feet or 2.77 acres.
The property constitutes the same property described in that deed dated and recorded in the Office of the Register of Deeds Wake County, North Carolina, in Deed Book 4691, page 197 less and except that property conveyed in Deed Book 16358, page 754.

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: _____

RITENOUR, EDWARD C JR is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1860 E. Williams St., Apex, NC 27539

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group

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

Agent Name: Jason Barron and Leticia Shapiro - Morningstar Law Group

Address: 434 Fayetteville St., Suite 2200 Raleigh, NC 27601

Telephone Number: 919-590-0371, 919-590-0366

E-Mail Address: jbarron@morningstarlawgroup.com, tshapiro@morningstarlawgroup.com

Signature(s) of Owner(s)*

Edward C. Ritenour — 7/28/2024

Type or print name — Date

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: _____

RITENOUR, EDWARD C JR is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1860 E. Williams St., Apex, NC 27539

The agent for this project is: Todd Rechler, Authorized Person c/o RXR LEN Apex Owner LLC General Counsel

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

Agent Name: Todd Rechler, Authorized Person c/o RXR LEN Apex Owner LLC General Counse

Address: 625 RXR Plaza., Uniondale, NY 11556

Telephone Number: 516-506-600

E-Mail Address: trechler@rxr.com

Signature(s) of Owner(s)*

Edward C. Ritenour — 7/28/2024

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, RITENOUR, EDWARD C JR (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1860 E Williams St and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2-28-1995, and recorded in the Wake County Register of Deeds Office on 3-1-1995, in Book 6453 Page 0736.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2-28-1995, 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 3-1-1995, 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 28 day of July, 2024.

Edward C. Ritenour (seal)

Edward C. Ritenour

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that EDWARD RITENOUR, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's DRIVERS LICENSE, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

RUSSELL STEWART NOTARY My Comm. Exp. 2-15-2029 PUBLIC WAKE COUNTY, NC
[NOTARY SEAL]

Notary Public
State of North Carolina
My Commission Expires: 2/15/2029

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____ Submittal Date: _____

Insert legal description below.

PIN 0740889089 (1860 E Williams St.)

Being all of the land now or formerly owned by Edward C. Ritenour, Jr., as described in Deed Book 6453, page 736 (less and except land conveyed to the North Carolina Department of Transportation recorded in Deed Book 20006, page 1415), being more particularly described as:

Beginning at a set iron pipe on the western right of way of line of N.C. Highway 55, a variable width public right of way as shown on Book of Maps 2024, page 630, being a southern corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 19263, page 2403 and further shown as New Tract 5 on Book of Maps 2024, page 630, the point of beginning; thence from the beginning, leaving the western right of way of N.C. Highway 55 and with said common line, North 86°24'46" West a distance of 46.54 feet to an existing iron pipe; thence North 01°23'44" East a distance of 198.75 feet to a point being referenced by an existing iron pipe 0.34 feet west of the corner, being the southwest corner of lands now or formerly owned by RXR Len Apex Owner, LLC, as described in Deed Book 20197, page 275; thence with said common line, South 87°39'31" East a distance of 89.79 feet to a point 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; thence with the western right of way line of N.C. Highway 55, South 36°36'03" West a distance of 7.37 feet to a point; thence South 84°36'46" West a distance of 25.00 feet to a point; thence South 35°34'06" West a distance of 35.09 feet to a point; thence South 58°31'02" East a distance of 85.50 feet to a point; thence South 31°28'58" West a distance of 136.58 feet to the point and place of beginning, containing an area of 15,130 square feet or 0.35 acres.

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*	
Company Phone *Number*	
Developer Representative *Name*	
Developer Representative *Phone Number*	
Developer Representative *Email*	

New Residential Subdivision *Information*	
Date of Application for Subdivision	
City, Town or Wake County Jurisdiction	
Name of Subdivision	
Address of Subdivision (if unknown enter nearest cross streets)	
REID(s)	
PIN(s)	

Projected Dates *Information*	
Subdivision *Completion Date*	
Subdivision *Projected First Occupancy Date*	

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments																	
Other																	

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 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.

July 14, 2026
Date

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

See Attachment A — Address(es)

See Attachment A — PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. 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 applicant seeks to rezone the property to Sustainable Development Conditional Zoning (SD-CZ) in order to add these parcels to the Veridea Sustainable Development.

Estimated submittal date: Aug. 3, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	See Attachment A
Applicant(s):	RXR LEN APEX OWNER LLC c/o Leticia Shapiro, Morningstar Law Group
Contact information (email/phone):	Leticia Shapiro; tshapiro@morningstarlawgroup.com/919-590-0366
Meeting Address:	https://morningstarlaw.group/07292026
Date/Time of meeting**:	July 29, 2026 5:30pm-6:30pm

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 Expansion V Zoning: See Attachment A

Location: See Attachment A

Property PIN(s): See Attachment A Acreage/Square Feet: See Attachment A

Property Owner: See Attachment A

Address: See Attachment A

City: See Attachment A State: _____ Zip: _____

Phone: _____ Email: _____

Developer: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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.

How to Participate in the July 29, 2026 Neighborhood Meeting

To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/07292026 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:

Dial one of the following numbers:

- +1 301 715 8592
- +1 305 224 1968
- +1 309 205 3325
- +1 312 626 6799
- +1 646 931 3860
- +1 929 436 2866
- +1 253 205 0468
- +1 253 215 8782
- +1 346 248 7799
- +1 360 209 5623
- +1 386 347 5053
- +1 507 473 4847
- +1 564 217 2000
- +1 669 444 9171
- +1 669 900 6833
- +1 689 278 1000

REGISTRATION QR

Webinar ID: 880 1214 2191
Passcode: 436318

- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you may call Leticia Shapiro at **(919) 590-0353** or email **bshapiro@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email **bshapiro@morningstarlawgroup.com** and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **bshapiro@morningstarlawgroup.com**.

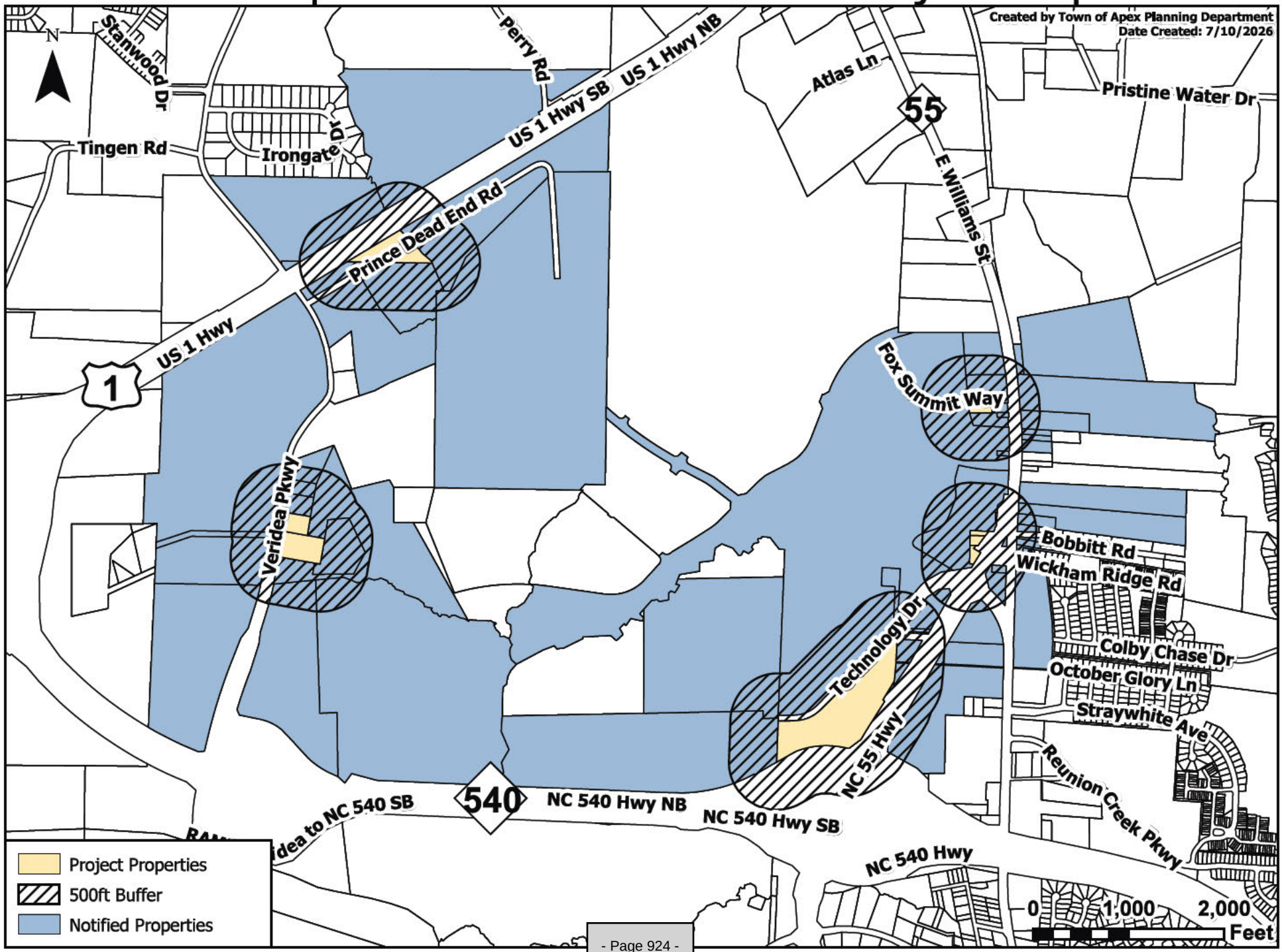
Attachment A

VERIDEA EXPANSION V REZONING

PROPERTY LIST

#	ADDRESS/PIN	OWNER	CURRENT ZONING	PROPOSED ZONING	ACRES	DEED BOOK	DEED PAGE
1	O Prince Dead End Road 0741217259	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	2.92	020095	01779
2	0 Technology Drive 0740765322	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	LI	SD-CZ	14.19	020009	01511
3	0 E Willams Street 0740981239	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.20	020197	00275
4	0 E Williams Street 0740980243	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.28	020197	00275
5	3137 Veridea Pkwy 0740188176	BUSHEE, ROGER W BUSHEE, GLENDA K 3137 VERIDEA PKWY APEX NC 27539-9202	RR	SD-CZ	2.77	004691	00197
6	3125 Veridea Pkwy 0740188440	FIELDS, W J FIELDS, CATHERINE A 3125 VERIDEA PKWY APEX NC 27539-9202	RR	SD-CZ	1.38	003138	00093
7	1714 E William St. 0740990631	PAGE, DAVID E HEIRS ERIN WADE 751 GATEWAY PARK DR APT 310 RALEIGH NC 27601-2160	RA	SD-CZ	0.50	001107	00549
8	1860 E. Williams St. 0740889089	RITENOUR, EDWARD C JR 108 TORTOISE LN MORRISVILLE NC 27560-7295	RR	SD-CZ	0.32	006453	00736
				Total Acres	22.56		

Notified Properties within 500ft of the Project Properties



Registration Report					
Report generated time	7/31/2026 11:36				
Topic	ID	Scheduled Time	Duration (minutes)	# Registrants	# Cancelled registrants
RXR/Veridea Expansion V, Neighborhood Meeting	880 1214 2191	7/29/2026 17:30	60	1	0
Attendee Details					
First Name	Last Name	Email	Registration Time	Approval Status	
Ivory	Barksdale	[redacted]	7/25/2026 12:41	approved	

Neighborhood Meeting Summary – Veridea Expansion V

July 29, 2026 – 5:30pm – 6:30pm

Meeting Overview

Applicant opened the meeting with introduction and an explanation of the purpose of the neighborhood meeting which was to inform nearby property owners of the proposed rezoning and to gather public input prior to submission of the rezoning application.

The presentation explained that the proposal seeks to rezone seven parcels to Sustainable Development Conditional District (SD-CZ). The applicant provided a visual zoning map demonstrating where the seven properties sit in relation to what has already been zoned Sustainable Development District and explained that these seven parcels are being incorporated into the overall Veridea Sustainable Development.

Topics Presented

- Location of the seven subject parcels.
- Existing zoning classifications (Rural Residential, Residential Agricultural, and Light Industrial).
- Proposed rezoning to Sustainable Development Conditional District.
- Relationship of the parcels to the larger Viridia master-planned community.
- Overview of the anticipated development pattern

Rezoning Process

- Explanation of the rezoning process including:
    - Completion of the first neighborhood meeting;
    - Submission of the rezoning application (anticipated August 3);
    - Town staff review;
    - Environmental Advisory Board review;
    - Second neighborhood meeting;
    - Planning Board public hearing;
    - Town Council public hearing and final decision.

Specific Question and Answer Session

1. **Q: The attendee explained that residents of the Pemberley neighborhood are generally concerned about the increasing activity associated with development in the area, particularly the potential for additional noise, traffic, and overall construction impacts, specifically the blasting and dust.**

A.: Thank you for bringing this to my attention. Please take my contact information and provide me with specific concerns and I will forward them to the developer.

2. **Q: What will these properties be zoned for?**

   A: The seven parcels are proposed to be rezoned to Sustainable Development Conditional District (SD-CZ) and incorporated into the Veridea Sustainable Development.

3. **Q: What is planned directly across NC 55 from the Pemberley neighborhood?**

   A: Veridea is a mixed-use development and while I cannot say with certainty what will be directly across from the Pemberley neighborhood, the current master plan shows retail & office, residential and the new Wake Tech Campus on the west side of Hwy 55 in this general area.

4. **Q: Will there be any additional neighborhood meetings?**

   A: Yes. A second neighborhood meeting will be held after Town staff completes its review of the rezoning application, likely within approximately two to three months.

5. **Q: Will this meeting be recorded?**

   A: No; however, the discussion and meeting notes will be included as part of the rezoning application.

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

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

I, Leticia Shapiro, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, 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 Platform (location/address) on July 29, 2026 (date) from 5:30pm (start time) to 6:30pm (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.

August 3, 2026
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Leticia Shapiro, a Notary Public for the above State and County, on this the 3rd day of August, 2026.

SEAL

PAULA H. ZORIO
NOTARY PUBLIC
WAKE COUNTY, N.C.

Paula H. Zorio
Notary Public

Paula H. Zorio
Print Name

My Commission Expires: 3/26/29

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.

	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.

	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:
The guiding principles of the Veridea SD Plan put coexistence with nature and environmental sustainability first place, minimizing environmental impacts and emphasizing protection from significant deterioration of water and air resources, wildlife habitat, scenic resources and other natural resources.

Additional Board Recommendations:

NOTICE OF NEIGHBORHOOD MEETING

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

August 27, 2026
Date

Dear Neighbor:

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

See Attachment A (Address(es)) See Attachment A (PIN(s))

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. 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 applicant seeks to rezone the property to Sustainable Development Conditional Zoning (SD-CZ) in order to add these parcels to the Veridea Sustainable Development.

Estimated submittal date: Submitted Aug. 3, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	See Attachment A
Applicant(s):	RXR LEN APEX OWNER LLC c/o Leticia Shapiro, Morningstar Law Group
Contact information (email/phone):	Leticia Shapiro; tshapiro@morningstarlawgroup.com/919-590-0366
Meeting Address:	https://morningstarlaw.group/09102026
Date/Time of meeting**:	September 10, 2026 5:00pm-6:00pm

Welcome: 5:00pm-5:05pm Project Presentation: 5:05pm-5:20pm Question & Answer: 5:20pm-6pm

**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 Expansion V Zoning: See Attachment A

Location: See Attachment A

Property PIN(s): See Attachment A Acreage/Square Feet: See Attachment A

Property Owner: See Attachment A

Address: See Attachment A

City: See Attachment A State: _____ Zip: _____

Phone: _____ Email: _____

Developer: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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.

How to Participate in the September 10, 2026 Neighborhood Meeting

To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/09102026 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:

Dial one of the following numbers:

- +1 301 715 8592
- +1 305 224 1968
- +1 309 205 3325
- +1 312 626 6799
- +1 646 931 3860
- +1 929 436 2866
- +1 253 205 0468
- +1 253 215 8782
- +1 346 248 7799
- +1 360 209 5623
- +1 386 347 5053
- +1 507 473 4847
- +1 564 217 2000
- +1 669 444 9171
- +1 669 900 6833
- +1 689 278 1000

REGISTRATION QR

Webinar ID: 860 6399 3796
Passcode: 359360

- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you may call Leticia Shapiro at **(919) 590-0353** or email **jogden@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email **jogden@morningstarlawgroup.com** and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

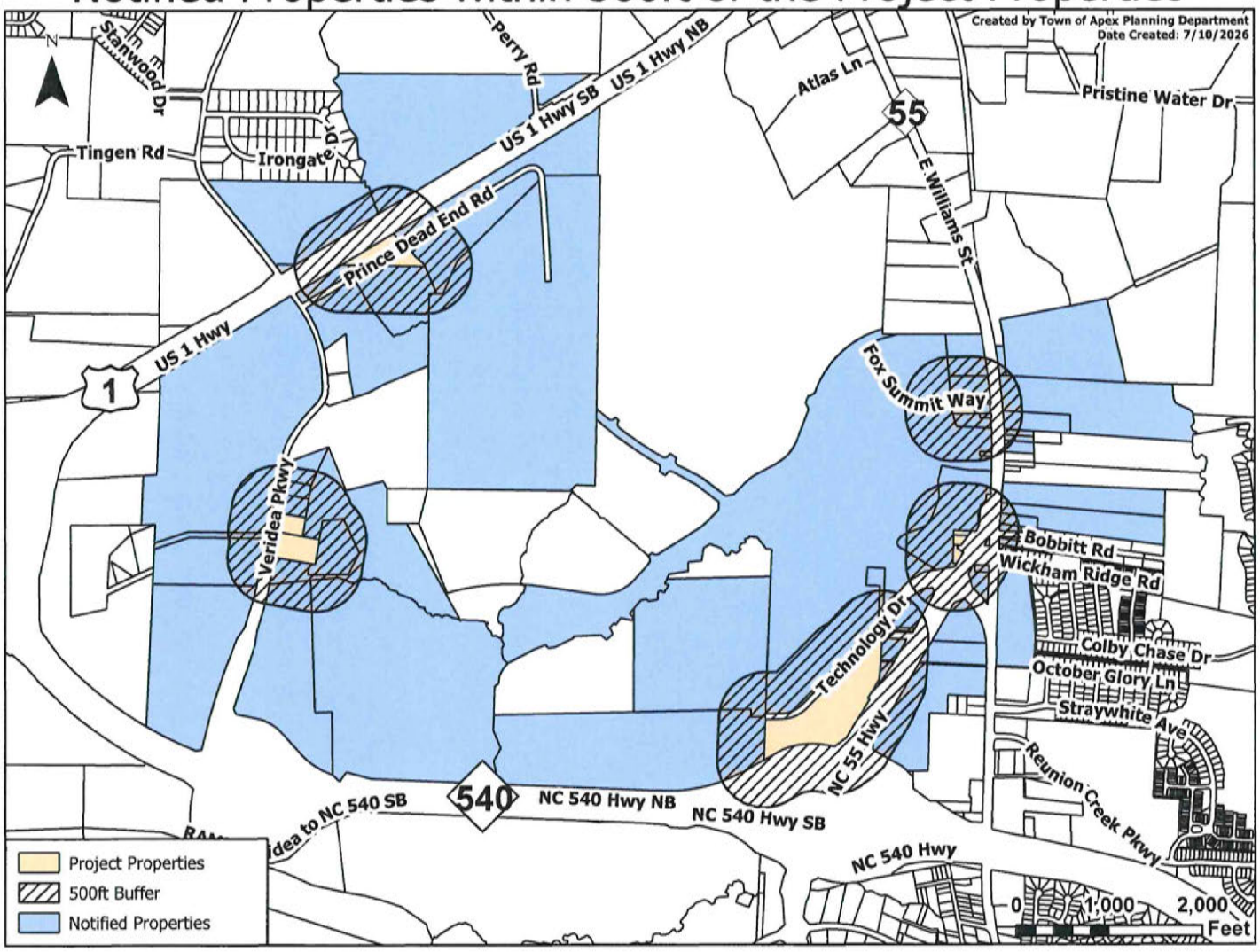
If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **jogden@morningstarlawgroup.com**.

Attachment A
VERIDEA EXPANSION V REZONING
PROPERTY LIST

#	ADDRESS/PIN	OWNER	CURRENT ZONING	PROPOSED ZONING	ACRES	DEED BOOK	DEED PAGE
1	O Prince Dead End Road 0741217259	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RR	SD-CZ	2.92	020095	01779
2	0 Technology Drive 0740765322	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	LI	SD-CZ	14.19	020009	01511
3	0 E Willams Street 0740981239	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.20	020197	00275
4	0 E Williams Street 0740980243	RXR LEN APEX OWNER LLC 625 RXR PLZ UNIONDALE NY 11556-3815	RA	SD-CZ	0.28	020197	00275
5	3137 Veridea Pkwy 0740188176	BUSHEE, ROGER W BUSHEE, GLENDA K 3137 VERIDEA PKWY APEX NC 27539-9202	RR	SD-CZ	2.77	004691	00197
6	3125 Veridea Pkwy 0740188440	FIELDS, W J FIELDS, CATHERINE A 3125 VERIDEA PKWY APEX NC 27539-9202	RR	SD-CZ	1.38	003138	00093
7	1714 E William St. 0740990631	PAGE, DAVID E HEIRS ERIN WADE 751 GATEWAY PARK DR APT 310 RALEIGH NC 27601-2160	RA	SD-CZ	0.50	001107	00549
8	1860 E. Williams St. 0740889089	RITENOUR, EDWARD C JR 108 TORTOISE LN MORRISVILLE NC 27560-7295	RR	SD-CZ	0.32	006453	00736
				Total Acres	22.56		

Notified Properties within 500ft of the Project Properties



NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Virtual - Zoom Platform - https://morningstarlaw.group/09102026

Date of meeting: September 10, 2026 Time of meeting: 5pm-6pm

Property Owner(s) name(s): See Attachment A

Applicant(s): RXR Realty

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.	No attendees				☐
2.					☐
3.					☐
4.					☐
5.					☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): See Attachment A

Applicant(s): RXR Realty

Contact information (email/phone): tshapiro@morningstarlawgroup.com/919-590-0366

Meeting Address: Virtual - Zoom Platform - https://morningstarlaw.group/09102026

Date of meeting: September 10, 2026 Time of meeting: 5pm-6pm

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:

No attendees

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, Leticia L. Shapiro, 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 Platform - https://morningstarlaw.group/09102026 (location/address) on September 10, 2026 (date) from 5pm (start time) to 6pm (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.

September 16, 2026
Date

By: _____
Leticia L. Shapiro

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Julia Ogden, a Notary Public for the above State and County, on this the 16 day of September, 2026.

SEAL

JULIA OGDEN
NOTARY PUBLIC
WAKE COUNTY, N.C.

_____
Notary Public

Julia Ogden
Print Name

My Commission Expires: June 23, 2029

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ10
Veridea Expansion V

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:

Applicants: Todd Rechler, RXR Realty and Edward C. Ritenour, Jr.
Authorized Agents: Jason Barron and Letisha Shapiro, Morningstar Law Group
Property Addresses: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
Acreage: ±22.56 acres
Property Identification Numbers (PINs): 0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
2045 Land Use Map Designations Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Existing Zoning of Properties Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Proposed Zoning of Properties: Sustainable Development-Conditional Zoning (SD-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

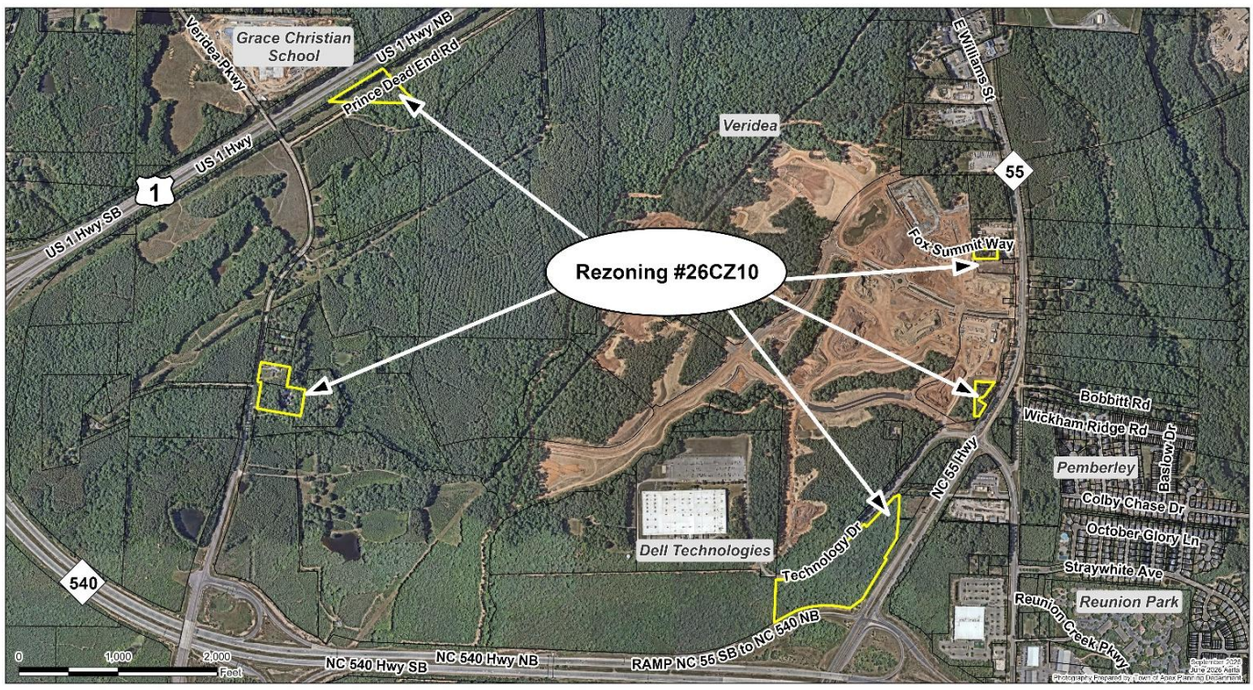
A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Planning Board Public Hearing Date and Time: October 12, 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/55858.

Dianne F. Khin, AICP
Planning Director

Published Dates: September 28 – October 12, 2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ10
Veridea Expansion V

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 and Edward C. Ritenour, Jr.
Agente autorizado: Jason Barron and Letisha Shapiro, Morningstar Law Group
Dirección de las propiedades: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St
Superficie: ± 22.56 acres
Números de identificación de las propiedades: 0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
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 las propiedades: Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Ordenamiento territorial propuesto para las propiedades: 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: 12 de octubre 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/55858.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 28 de septiembre - 12 de octubre 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 #26CZ10 Veridea Expansion V
Project Location:	0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St
Applicant or Authorized Agent:	Jason Barron and Leticia Shapiro
Firm:	Morning Star Law Group
Planning Board Public Hearing Date:	October 12, 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 September 28, 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.

9/28/2026
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 28th day of SEPTEMBER, 2026.

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

Notary Public

My Commission Expires: 10 / 3 / 2027

https://www.apexnc.org/DocumentCenter/View/56540/26CZ10-Veridea-Exapansion-V-PB-Public-Notices---Combined?bidId=

Update

Team Apex Landin... | Town of Apex, Nor... | Planning Departm... | 2045LUM_0409202... | Development in A... | iMAPS | Home | Books! Online Rec... | PL Team - Internal... | Design and Develo... | Watershed Protecti... | Other favorites

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 #26CZ10
Veridea Expansion V

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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Public Hearing Location: Apex Town Hall
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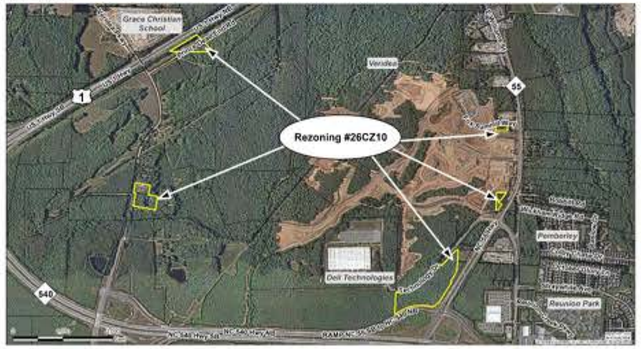
A separate notice of the Town Council public hearing on this project will be mailed and posted in order to comply with State public notice requirements.

Planning Board Public Hearing Date and Time: October 12, 2026, 4:30 PM

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Dianne F. Khin, AICP
Planning Director

Powered by Adobe Acrobat

66°F Sunny | Search | 10:18 AM 9/28/2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ10
Veridea Expansion V

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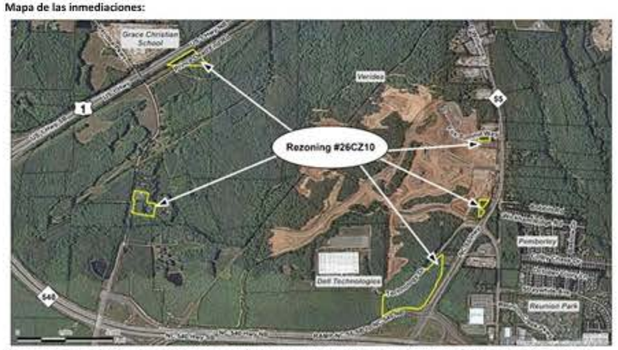
Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

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: 12 de octubre 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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Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 28 de septiembre - 12 de octubre de 2026

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Search
10:18 AM 9/28/2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ10
Veridea Expansion V

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Property Address: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
Acreage: ± 23.09 acres
Property Identification Numbers (PINs): 0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
2045 Land Use Map Designations: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Existing Zoning of Properties: Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Proposed Zoning of Properties: 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: October 27, 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/55858.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2 – October 27, 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 Expansión V

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 and Edward C. Ritenour, Jr.
Agente autorizado: Jason Barron and Letisha Shapiro, Morningstar Law Group
Dirección de las propiedades: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
Superficie: ± 23.09 acres
Números de identificación de las propiedades: 0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
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 las propiedades: Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Ordenamiento territorial propuesto para las propiedades: 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

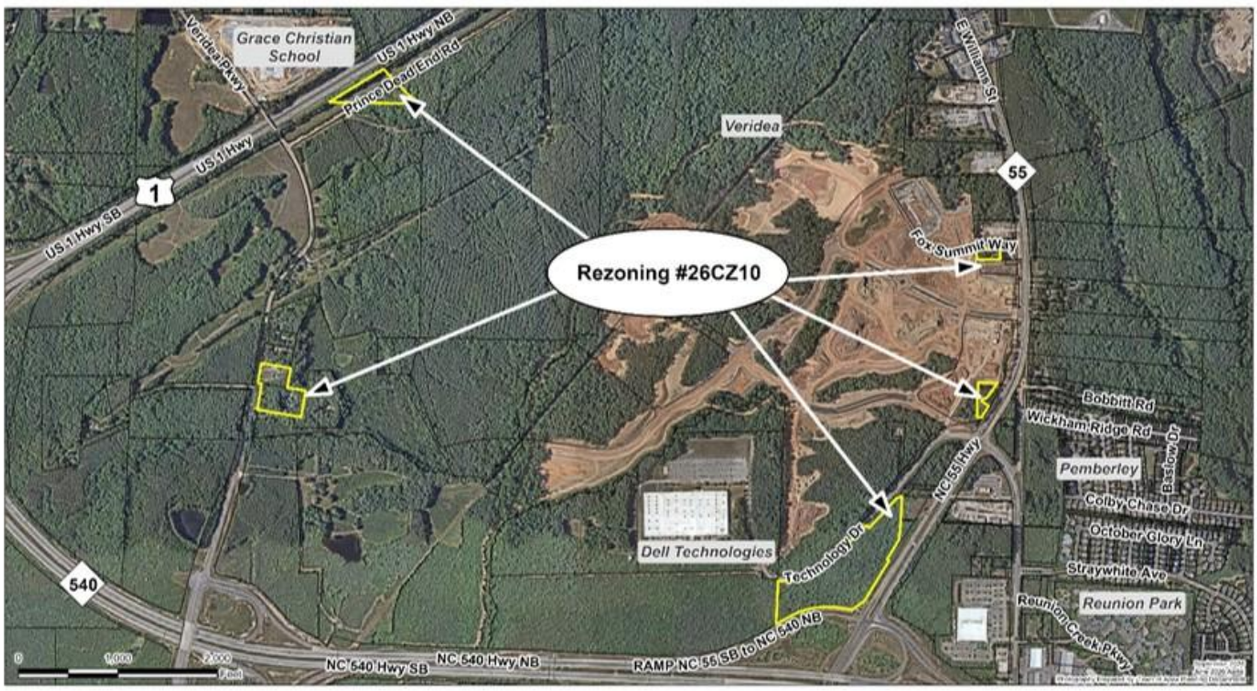
Los comentarios recibidos antes de la audiencia pública de la Junta de Planificación no se proporcionarán al Consejo Municipal. Los comentarios para la audiencia pública del Consejo Municipal deben presentarse por separado en el plazo especificado a continuación.

Fecha y hora de la audiencia pública del Consejo Municipal: 27 de octubre 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/55858.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre - 27 de octubre 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 #26CZ10 Veridea Expansion V
Project Location:	0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
Applicant or Authorized Agent:	Jason Barron and Letisha Shapiro
Firm:	Morningstar Law Group
Town Council Public Hearing Date:	October 27, 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 October 2, 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.

10/2/2026
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 2nd day of OCTOBER, 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 #26CZ10
Veridea Expansion V

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:

Applicants: Todd Rechler, RXR Realty and Edward C. Ritenour, Jr.
Authorized Agents: Jason Barron and Letisha Shapiro, Morningstar Law Group
Property Address: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
Acreage: ± 23.09 acres
Property Identification Numbers (PINs): 0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
2045 Land Use Map Designations: Regional Mixed Use: Medium Density Residential/High Density Residential/Office Employment/Commercial Services/Industrial Employment
Existing Zoning of Properties: Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Proposed Zoning of Properties: 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: October 27, 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/55858.

Dianne F. Khin, AICP
Planning Director

Published Dates: October 2 – October 27, 2026

75°F
Mostly sunny
Search
10:20 AM
10/2/2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ03
Veridea Expansión V

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 and Edward C. Ritenour, Jr.
Agente autorizado: Jason Barron and Letisha Shapiro, Morningstar Law Group
Dirección de las propiedades: 0 Prince Dead End Rd; 0 Technology Dr; 3125 & 3137 Veridea Pkwy; 0, 1714, & 1860 E. Williams St.
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Ordenamiento territorial propuesto para las propiedades: 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: 27 de octubre 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:

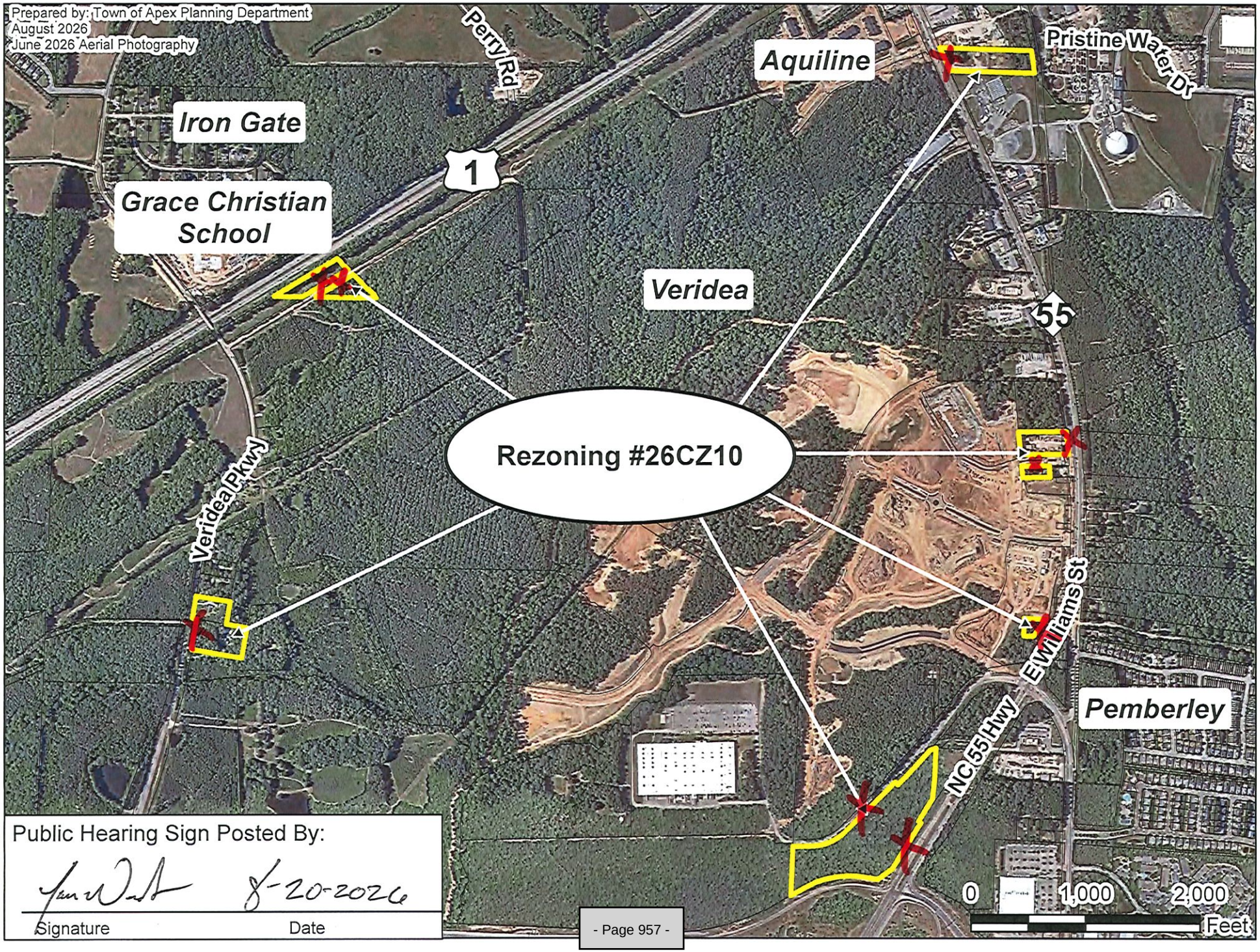


Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps.
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Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 2 de octubre - 27 de octubre de 2026

75°F Mostly sunny
Search
10:20 AM 10/2/2026



Public Hearing Sign Posted By:

Signature

8-20-2026

Date

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: 26CZ10 Veridea Expansion V

Planning Board Meeting Date: October 12, 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:	+/- 23.09
PIN(s):	0740889089, 0740990631, 0740188440, 0740188176, 0740980243, 0740981239, 0740765322, and 0741217259
Current Zoning:	Rural Residential (RR), Light Industrial (LI), and Residential Agricultural (RA)
Proposed Zoning:	Sustainable Development-Conditional Zoning (SD-CZ) for Veridea
2045 Land Use Map:	Regional Mixed Use: Medium Density Residential/High Density Residential/ Office Employment/Commercial Services/Industrial Employment
Town Limits:	Within corporate limits and 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

Introduced by Planning Board member: Jeff Hastings

Seconded by Planning Board member: Mark Spanioli

☑ *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 12th day of October 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.10.12 18:45:58 -04'00'

Amanda Bunce, Assistant Planning Director

ENVIRONMENTAL ADVISORY BOARD REPORT TO TOWN COUNCIL AND PLANNING BOARD

Rezoning Case: 26CZ10 Veridea Expansion V

Environmental Advisory Board Meeting Date: August 20, 2026

PROJECT DESCRIPTION:

Acreage: 22.066

PIN(s): 0741217259, 0740765322, 0740981239, 0740980243, 0740188176, 0740188440, 0740889089

Current Zoning: RR, LI, RA, RA, RR, RR, RR

Proposed Zoning: SD-CZ

Environmental Advisory Board (EAB) Recommendation:

The EAB shall make a recommendation regarding approval or denial of the proposed rezoning based on the project's ability to comply with the following legislative consideration (UDO Sec. 2.3.3.F.5):

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.

Motion: Recommend approval with conditions as proposed by the applicant.

Introduced by EAB member: Courtney Landoll

Seconded by EAB member: Kimberly Pierson

☑ Approval - The project is consistent with the legislative consideration

☐ Approval with conditions - The project is not consistent the legislative consideration, 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 the legislative considerations

With 9 member(s) voting "aye"

With 1 member(s) voting "no"

This report reflects the recommendation of the EAB, this the 20th day of August 2026.

Attest:

Daniel Valle, Environmental Advisory Board Chair

Nora Skinner, Environmental Programs Coordinator

ENVIRONMENTAL ADVISORY BOARD (EAB) REPORT TO TOWN COUNCIL AND PLANNING BOARD

Dissenting Member Comments

EAB Member Name: William Jensen

Meeting Date: 8/20/2026

☑ **Rezoning #:** 26CZ10 Veridea

☐ **UDO Amendment(s):** _____

Reason(s) for dissenting vote:

I disagree with the way the SD plan overrules the UDO. I realize the EAB does not have the ability to deny any thing presented by Veridea staff, but I could not bring myself to vote in approval.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: October 27, 2026

Item Details

Presenter(s): Steve Adams, Real Estate and Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: October 27, 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: October 27, 2026

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

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