



AGENDA | REGULAR TOWN COUNCIL MEETING

June 28, 2022 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Audra Killingworth

Council Members: Brett D. Gantt; Cheryl F. Stallings; Terry Mahaffey; Edward Gray

Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone

Town Clerk: Allen Coleman, CMC, NCCCC | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

All Consent Agenda items are considered routine, to be enacted by one motion with the adoption of the Consent Agenda, and without discussion. If a Council Member requests discussion of an item, the item may be removed from the Consent Agenda and considered separately. The Mayor will present the Consent Agenda to be set prior to taking action on the following items:

CN1 Appointment - Apex Public Art Committee

Taylor Wray, Special Events Coordinator

CN2 Budget Ordinance Amendment No. 22 - Electric

Vance Holloman, Finance Director

CN3 Capital Project Ordinance Amendment - Ten Ten at Jessie Dr Turn Lane Project

Russell Dalton, PE, Traffic Engineering Manager

CN4 Contract Multi-Year - Greenscape Inc. - Landscaping - July 1, 2022 thru June 30, 2024

Patrick Lechner, Facilities & Grounds Manager

CN5 Contract Multi-Year - Siemens Industry Inc. - HVAC Services - July 1, 2022 thru June 30, 2025

Patrick Lechner, Facilities & Grounds Manager

CN6 Contract Multi-Year - Worrie Free Cleaning Services LLC - July 1, 2022 thru June 30, 2025

Patrick Lechner, Facilities & Grounds Manager

CN7 Contract Multi-Year - Zencity - July 1, 2022 thru June 30, 2025

Stacie Galloway, Communications Manager

CN8 Construction Contract Award - 2022 Road Rehab

Adam Stephenson, Transportation Engineering Manager

CN9 Encroachment Agreement - 3589 Lovage Drive Lot 3

Marty Stone, Assistant Town Manager

CN10 Encroachment Agreement - 3501 Johnson Grant Drive Lot 145

Marty Stone, Assistant Town Manager

CN11 North Chatham VFD - Pro Rata Debt Payment Agreement

Vance Holloman, Finance Director

CN12 Ordinance Amend Section 20-171(a) Removal of Illegally Parked Vehicles

Russell Dalton, PE, Traffic Engineering Manager

CN13 Rezoning Case No. 22CZ05 Morris Tract PUD - Set Public Hearing

Sarah Van Every, Senior Planner

CN14 Rezoning Case No. 22CZ06 Yellowbridge PUD - Set Public Hearing

Lauren Staudenmaier, Planner II

CN15 Rezoning Case No. 22CZ07 Chapel Ridge North PUD - Set Public Hearing

Shelly Mayo, Planner II

CN16 Rezoning Case No. 22CZ11 1522 Salem Church Road - Set Public Hearing

Amanda Bunce, Current Planning Manager

PRESENTATIONS

PR1 Proclamation - National Parks and Recreation Month 2022

Craig Setzer, Director of Parks, Recreation, and Cultural Resources Department

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

PUBLIC HEARINGS

PH1 2022 Annual Hazard Mitigation Plan Update

Shelly Mayo, Planner II

PH2 2045 Land Use Map Amendment - New Classification

Shannon Cox, Long Range Planning Manager

PH3 Annexation No. 728 - Westchester Commercial LLC - Apex Professional Square

Dianne Khin, Director of Planning and Community Development

PH4 June 2022 Unified Development Ordinance (UDO) Amendments

Amanda Bunce, Current Planning Manager

NEW BUSINESS

UPDATES BY TOWN MANAGER

CLOSED SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Taylor Wray, Special Event Specialist

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to reappoint Ewan Pritchard as a voting member in the Apex Public Art Committee.

Approval Recommended?

Yes

Item Details

Staff is recommending that Mr. Pritchard be reappointed for another three-year term (July 2022 - June 2025). He has a wealth of knowledge about the committee's current projects, has been dedicated to the committee, and has a passion for the development of public art within the Town of Apex.

Attachments

- Cognito Interest Form - Ewan Pritchard



Date Submitted: 5/16/2022 7:27 PM

Applications are held by the [Town Clerk](#) until such time that a vacancy occurs. Please note, your completed form is subject to public inspection upon request.

[Learn more](#) about each of the committees listed below.

Original Submittal

I'm interested in serving on...

Public Art Committee

How did you hear about this opportunity to serve?

I am on the board

Candidate Contact Information

Legal Name	Preferred First Name	
Ewan Pritchard		
Address		
Do you live within the Apex town limits?	Do you live within the town's extra-territorial jurisdiction (ETJ)?	
Yes	Yes	
Email	Mobile Phone	Alternate Phone (work/home)

Background Information

Current Employer	Current Job Title
Pritchard Engineering	Owner
Tell us why you would like to serve?	
I am passionate about making Apex an amazing place and see public art as a great way to do that.	

Please list any education, special skills, or experience you have that would be useful while considering this form.

I am an engineer

If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.

June 2019 Public Art Committee

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to approve Budget Ordinance Amendment No. 22 which appropriates additional funds for electric power purchases.

Approval Recommended?

Yes

Item Details

Budget Amendment No. 22 appropriates an additional \$1 million for electric power purchases. The amendment would increase the budget for power purchases from \$28.9 million to \$29.9 million, approximately a 3.4% increase. The source of the appropriation will be additional revenues from electric power sales.

Attachments

- Budget Ordinance Amendment No. 22





Town of Apex

Budget Ordinance Amendment No. 22

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2021-2022 Budget Ordinance be adopted:

ELECTRIC FUND

Section 1. Revenues:

Charges for Service	\$1,000,000
Total Revenues	\$1,000,000

Section 2. Expenditures:

Electric Operations-Power Purchases	\$1,000,000
Total Expenditures	\$1,000,000

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 28th day of June, 2022

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Russell Dalton, PE, Traffic Engineering Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to approve Capital Project Ordinance Amendment 2022-12 transferring \$350,000 from the General Fund to the Ten Ten at Jessie Drive Turn Lane project.

Approval Recommended?

Yes

Item Details

During design development of the Town's Jessie Drive Phase 1 Final Design, NCDOT required a longer westbound left turn lane on Ten Ten Road at Jessie Drive than was required for the offsite roadway improvements required in the development approval for Horton Park. Town staff identified the opportunity to extend that lane with the Horton Park roadway plans in advance of the Town's project, anticipating a later cost savings in construction and avoid a future second traffic and roadway frontage disruption due to that left turn lane extension. This will require a developer's cost-share agreement based on actual bid quantities to be approved prior to construction, expected this summer/fall.

Attachments

- Capital Project Ordinance Amendment 2022-12





Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2022-12

63 - Street Improvement Capital Project Fund

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

Section 1. The revenues anticipated for the projects are:

Transfer from General Fund	350,000
Total Revenues	\$350,000

Section 2. The expenditures anticipated are:

Ten Ten at Jesse Drive Turn Lane	350,000
Total Expenditures	\$350,000

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 28th day of June, 2022.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, CMC, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Patrick Lechner, Facilities & Grounds Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to approve a standard services agreement with Greenscape Inc, to provide landscaping services and authorize the Town Manager to execute the agreement.

Approval Recommended?

Yes

Item Details

Provide landscaping services according to proposed bid and Town contract conditions. The term of the contract is 2 years (July 1, 2022 thru June 30, 2024) with the option for two additional one-year renewals; (Extension One (1) - July 1, 2024 through June 30, 2025 and Extension Two (2) - July 1, 2025 through June 30, 2025).

Attachments

- Signed Standard Service Agreement
- Exhibit- Landscaping Areas
- Landscape Maintenance Pricing



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # [Click here to PO #](#)
STANDARD SERVICES AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2022 by and between, Greenscape, Inc., a North Carolina Corporation with its principal business offices located at 412 Woodburn Rd. #002, Raleigh, NC 27605 (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:

- Contractor shall furnish all supervision, quality control, labor, material, and equipment required to maintain and perform landscaping services at the locations designated in Exhibits 1 through 42 attached hereto and hereby incorporated into this Agreement. The landscaping services that will be provided are detailed in Section 2 of this Agreement.

2. SPECIFICATIONS.

The following plans and specifications shall govern the above referenced services at all locations and facilities designated by this Agreement to be provided by the Contractor. Sections A through R below shall apply to all locations contemplated by this Agreement and are collectively referred to as “General Maintenance” in this Agreement. Contractor will contact the Town’s representative identified in this Agreement with any questions regarding specifications, locations, or details of services to be provided. In the event of any need for further specification or explanation of services Contractor and Town shall proceed in good faith to mutually agree to those details.

- A. Mowing:** All grassed areas & road shoulders subject to this Agreement will be mowed and kept during the contract period such as to maintain a neat and uniformly finished appearance. Mowing during the growing period, as defined by this Agreement, for all Facility Sites (Exhibits 14 – 20, 24 & 25) shall be conducted on a weekly basis. All other site locations (Exhibits 1 – 13, 21 – 23 & 26 - 42) shall be conducted at least twice per month. For the purposes of this Agreement, the “growing period” is defined as March 1st through November 15th. Notwithstanding the prior sentence, additional mowing at high profile and high visibility areas, as determined by the Town, including, but not necessarily limited to, Apex Cemetery, Town Hall Campus, Apex Police Station, downtown area and Apex Peakway shall be performed within 3 days of the start of major events regardless of how recently the last mowing occurred. These events include Peak Week (~ May), Peak Pig Festival (~June), July 4th Festival (~July), Music Festival (~September), Veterans Day (~November), and Christmas Parade (~December). It is the responsibility of the Contractor to determine the specific dates for each of these festivals listed above and perform in accordance with this Section. Weekend or after hours cutting and/or edging will be required at the following locations: the Town Campus including Town Hall, Senior Center, Community Center, and Mason Street Municipal Building all as shown on Exhibit 15; Public Works Operations & EMS/Fire Admin as shown on Exhibits 16a and 16b; and the Electrical Facility & Substation as shown on Exhibit 25. More specifically, the

areas required to be maintained after hours are only to be cut on weekends or after 5pm on weekdays to minimize liability and damages on employee personal vehicles. All other maintenance work can be done during normal operation hours on weekdays given proper notice of scheduled maintenance work. The cemetery as shown on Exhibit 16b is to be cut on Thursdays.

B. Pruning:

- Except as indicated in Item “F” below, *Maintenance of Trees and Shrubs*, Crape Myrtles shall be left to grow in their natural form and shall not be aggressively pruned by topping, heading back or “hat racking.”
- Remove suckers and watersprouts from all trees, including crape myrtles and magnolias.
- No topping is to be done on any trees. If requested, trees shall be lightly pruned to elevate canopies for clearance along walkways, parking areas, drives and similar areas.
- See also Item “F” below, *Maintenance of Trees and Shrubs*.

C. Trimming: All fixed and immovable objects (with particular attention given to cemetery headstones and monuments) and sidewalks shall be trimmed around and/or edged each time the grass is mowed or as otherwise specified.

D. Blowing and Policing: The grounds will be policed (i.e., trash picked up) at each cutting during the Agreement term and litter will be deposited in Town-furnished containers. All sidewalks, benches and concrete pads shall be blown off at the time of each cutting to remove clippings and grass debris. Attention shall also be given to items such as broken glass which shall also be removed by the Contractor.

E. Removal of Debris: All tree and plant debris less than 2 inches in diameter shall be removed from the site by the Contractor during the term of this Agreement. Debris greater than 2 inches in diameter shall be moved to the roadside by the Contractor in a condition consistent with Town requirements for debris pickup. The Contractor is responsible for scheduling such pick up with the Town.

F. Maintenance of Trees and Shrubs: All landscape shrubs and trees shall be inspected annually and properly pruned to remove dead, diseased, or damaged growth, sprouts from the roots or low on the stem, branches offering competition to the main “leader,” and branches that are in contact with or crossing one another. Pruning shall also be done sparingly to promote proper uniform shape. However, no topping shall be performed. All trees and shrubs shall be fertilized to promote growth and a neat appearance throughout the term of this Agreement. Pruning shall be completed in November of each year.

G. Insects and Disease: All landscape shrubs and trees shall be inspected throughout the term of this Agreement for signs of disease and insect pests. Upon detection, the Contractor shall notify the Public Works & Transportation Director or designee.

H. Fire Ant Control: The initial process regarding fire ant control at all sites will include the following: 1) initial location of all mounds located on the site(s), 2) treatment, and documentation of all chemical treatment(s), to remove any fire ant mound or infestation, and 3) monthly visits / follow-up of each site(s) to confirm eradication of fire ants or perform further control if fire ants remain. Any additional mounds located by the Town shall be communicated to the Contractor and shall be addressed at the next visit to the site in accordance with this Agreement.

- I. **Weed Control:** All annual/perennial beds and mulched areas shall be weeded by hand throughout the term of the Agreement to maintain a neat and uniform appearance. Other areas may be controlled with chemical herbicides provided that the herbicide is a selective type listed for use among the specific plants planted within the treated areas. Weeding of these aforementioned areas shall be performed along with the regular mowing schedule to maintain a neat appearance. During the non-growing season, all facilities shall be inspected at least monthly for weeds and controlled as needed. Grassed areas at facilities so designated by the Agreement for such treatment shall be treated with a pre- and post-emergent herbicide to control and/or eliminate all non-grass weeds.
- J. **Mulching:** The Contractor shall provide the materials and labor to replenish mulching materials consistent with those now existing in and around plants, trees and shrub beds at all areas covered by this Agreement. Delivery of mulch shall be coordinated so that it is not dumped on natural or turf areas. Mulch should be maintained to a depth of approximately 2-4 inches. Replacement mulch may be added to existing materials so long as the total mulch layer does not exceed approximately 4 inches. Where there are drainage problems or wetter soil conditions, a thinner layer of mulch shall be used. Mulch shall be pulled away from the base of trees and shrubs to expose the stem and root-flare and not contribute to plant damage. Mulch shall be placed so that smaller plants, perennials, and groundcovers are not completely covered by mulch.

This replenishment shall be accomplished twice per year, once in February and once in October while this Agreement is in effect. Mulching shall be done in a manner consistent with the standards found in the Town's *Design and Development Manual*.

Acceptable Mulch Types and Descriptions:

- **Hardwood Mulch** – Triple shredded hardwood mulch.
- **Long-Leaf Pine Straw Mulch** – Clean and free of twigs, branches, pine cones, and inert material. Use should be limited to areas planted with acid-loving plants.

- K. **Plantings:** The Contractor shall install flowering and/or other colorful seasonal plantings in the two large existing flower beds located on each side of the Hunter Street entrance to the Apex Town Hall, in front of the signs designating the Apex Town Hall, within the foundation plantings adjacent to the front and back entrance canopy/porch area of the Apex Town Hall, within the butterfly garden at the Apex Community Center, and within existing containers and seasonal plant beds located at the Apex Union Depot, as shown in Exhibit 14 & 15. Contractor shall maintain plantings on a weekly schedule which includes watering, weeding, and deadheading to keep plants attractive and blooming during their growing season.
- L. **Fertilization and Overseeding:** The Contractor will fertilize, lime and over seed all Town facilities included in the scope of this Agreement except pump stations, power substations, and roadway rights-of-way. Treatment will be done in a manner that will maintain and promote continued growth and a good quality of turf, except as specifically stated herein. Where fertilization is done by a sub-contractor, documentation will be submitted to the Town detailing the day, time, and type of fertilizer used. For purposes of fertilization of trees and shrubs, the fertilizer used shall be a formula adequate to promote growth, either pelletized or liquid. All areas shall receive either 18-24-12 or 10-20-20, depending on the season. Fertilization of all lawns of inhabited facilities shall be performed three times per year during the term of this Agreement (September, November, & March). Application rate for fertilization shall be 250 lbs. per acre distributed to promote even and uniform growth. Lime will be applied at rates specified by soil tests conducted in April and July. Fertilization of non-inhabited facilities, such as pump stations, power substations, or similar, and roadway ROW's shall not need to be fertilized.

COOL SEASON FESCUE TURF GRASS PROGRAM

The treatment schedule to be performed on cool season fescue turf is outlined below. Chemicals listed below are generally name brands. Equivalent chemicals may be approved in writing by the Public Works and Transportation Director or designee.

Time	Description	Product
Late February / Early March	Pre-emergent	19-3-6 Fertilizer w/ Team Pro 20% PCSCU
Mid-April	Pre-emergent	4-4-25 Fertilizer w/ Team Pro 40% PCSCU
Spring	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus or Trimec 992
Summer	Brown Patch	Cleary's 3336
Mid-Summer	Summer Green-Up	Low Nitro Fertilizer 5-10-31 20% w/ 10%
Sept-October	Aerate and Seed	18-24-12 Fertilizer w/ 48% SCU Starter
Fall	Spot Spray as needed for weed control	Trimec Classic, Trimec Plus Trimec 992
Nov-Dec	Winterize	24-5-11 Fertilizer w/ 50% SCU

The Contractor shall abide by all rules and regulations governing the application of fertilizers as outlined in the State of North Carolina's Jordan Lake Nutrient Management Strategy (Jordan Rules) as well as all federal, state, and local laws and regulations and must have and provide copies of current certifications to the Town.

Fescue over seeding shall occur in early September at a rate of 7 lbs. per 1,000 square feet in areas where complete renovation is needed and at a rate of 5 lbs. per 1,000 square feet in lightly worn areas, as determined by the Public Works and Transportation Director or designee. Areas shall be aerated a minimum of once annually as dictated by the above schedule with consideration of pre-emergent and post emergent applications.

- M. Central Business District:** The Central Business District ("CBD" or Exhibit 14) is defined as along Salem Street from Salem Heritage Plaza and the Apex Car & Truck Sales lot on the North end to Apex Family Medicine and Yadkin Bank on the South end and includes the area immediately around the Caboose adjoining the Depot property. Services outlined in this Agreement in the CBD shall be provided four times per month (leaving no more than seven days between services) throughout the year including litter pickup outside of the growing season. Maintenance of the hanging baskets, including watering, is the responsibility of the Contractor (if more watering/maintenance is needed to keep flowers in baskets healthy, a planned maintenance schedule will be discussed and the Parties may amend this Agreement as provided for in the Agreement to reflect new services and costs of those services).
- N. Leaf Clean-Up and Collection:** Once annually, after leaves have substantially fallen but not before November 1st and no later than December 1st, the Contractor will collect leaves at all locations included in the scope of this Agreement. The Contractor shall place the collected leaves along the curb in an easily accessible place for removal by the Town, consistent with the Town's regulations. Notwithstanding the prior sentence, leaf collection at the Apex Town Hall Campus will be

completed as needed and be considered “routine maintenance” to promote a well-maintained and groomed appearance at all times. No other facility other than Town Hall shall require routine maintenance in regards to leaf collection.

- O. **Watering of Trees and Shrubs:** If requested by the Town, the Contractor will provide labor and materials to water the trees & shrubs located at the Town Hall Campus at a rate not to exceed \$50.00 per hour. This work shall be in addition to and invoiced separately from this Agreement. Water shall be provided by the Town either through external spigots located on the campus or through bulk water fill up of the Contractor’s water truck / tank.
- P. **Per Tree / Shrub Planting:**
- i. Per gallon (shrub) installed: \$12.50
 - ii. Per foot (tree) installed: \$15.00
- Q. **Additional Services / Deletion of Services/ Reduction of Contract Prices:** The Contractor shall consult with, and bring to the Town’s attention, situations that may require grounds maintenance services not authorized by this Agreement. The Contractor shall not be compensated for any services not specifically authorized herein or authorized in writing by the Public Works & Transportation Director or designee. **In the Town’s sole discretion, payment of invoices may be reduced for any services invoiced but not provided. In the event invoices are paid but it is discovered that services were not performed, in the Town’s sole discretion, Town may reduce future invoices by the amount incorrectly invoiced. In the event no further amount is invoiced or this Agreement is terminated, Contractor shall reimburse Town for those payments. Failure to enforce this Section shall not be deemed a waiver by the Town and 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.**
- R. **Natural Areas:** Natural Areas are to be defined as those areas not intended to be maintained such as those within forested areas. Any disagreement in what constitutes a natural area is subject to final determination by the Public Works & Transportation Director or designee. Areas within the locations shown on the attached Exhibits shall be maintained by keeping the areas clean of noxious weeds such as poison oak/ivy and briars. New woody growth and underbrush less than one inch in caliper shall be removed during the growing season in a manner so as to keep the area open but retain a natural look. These areas shall be mulched with hardwood mulch for those areas containing mostly hardwood trees, or pine straw for areas containing mostly pines. The decision as to which mulch will be used shall be made by the Public Works and Transportation Director or designee. Delivery of the mulch must be coordinated with the Town so that the mulch is dumped in an adjacent parking lot prior to placement in the natural area. Mulch will be placed in the area by hand. Trucks and heavy equipment shall not be used in these areas. The areas to be mulched extend 15’ from dripline towards the natural area (i.e. the entire natural area is not required to be mulched under this contract, just the outer 15’ starting at the exterior drip line). If there is a strong natural coverage by pine, then mulch would not be needed, but volunteer groundcover should be removed along with poisonous plants as described above.

SITE SPECIFIC INSTRUCTIONS FOR ALL AREAS

The Contractor agrees to provide landscape maintenance services for the sites listed below and to provide all labor, materials, equipment, apparatus, etc., that are required for the performance of these services and for the specific compensation as listed below. Items listed under each site below are to be completed in addition to Specifications A-R above and other services specifically referenced herein. Aerial photos for each area are shown in Exhibits 1-42, attached to this Agreement. All landscaped areas within the areas shown on the Exhibits shall be serviced. Natural areas shall not be addressed cut/trimmed unless requested.

a. All roadways shown in the Exhibits require the following services:

1. Mowing
 - 20' on either side of the paved road
 - Center Islands
 - Around landscaped trees
 - Around and under all guard rails
2. Edging
 - Both sides of sidewalks
 - Curbs along roadside
 - Curbs around center island
3. Blowing
 - All roadway edges
 - Sidewalks
 - Curbs
4. Plants and Beds
 - General Maintenance of individual trees and shrubs and beds planted along rights-of-way.
 - In addition to General Maintenance, mow and trim around landscaped beds within the medians twice per month (no less than two weeks apart) from May to September, and once during April and October (mow from the beds to the road/curb edge). Also weed beds during these times.

b. Apex Barbecue Rd (Exhibits 1a-b)

- General Maintenance Gen. Maint cost per service: \$ 288.00
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 18.00
- Annual Cost: \$ 5,760.00

c. Apex Peakway (Exhibits 2-8)

- General Maintenance Gen. Maint cost per service: \$ 1,174.08
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 42.00
- Annual Cost: \$ 29,352.00

d. NC 55 & US 1 Interchange (Exhibit 9)

- General Maintenance Gen. Maint cost per service: \$ 364.80
 - Trash and litter shall be removed from the site
twice per month, no less than two weeks apart,
year around Trash/Litter cost per service: \$ 38.00
- Annual Cost: \$ 9,120.00

e. **NC55 & US64 Interchange (Exhibit 10)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 345.60

Trash/Litter cost per service: \$ 38.00

Annual Cost: \$ 8,640.00

f. **US 1 & 1010 Lufkin Interchange (Exhibit 11)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 421.92

Trash/Litter cost per service: \$ 38.00

Annual Cost: \$ 10,548.00

g. **Beaver Creek Commons (Exhibit 12)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, year around

Gen. Maint cost per service: \$ 333.91

Trash/Litter cost per service: \$ 18.00

Annual Cost: \$ 7,680.00

h. **Olive Chapel Southern Sidewalk (Exhibit 13)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, year around

Gen. Maint cost per service: \$ 288.00

Trash/Litter cost per service: \$ 18.00

Annual Cost: \$ 5,760.00

i. **Downtown Area and Caboose (Exhibit 14)**

- General Maintenance
- Mow, trim and remove weeds from sidewalks.
- Trash and litter shall be removed from the parking lot along Seaboard Street and east of Saunders Street twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 643.76

Sidewalk cost per service: \$ 50.00

Trash/Litter cost per service: \$ 38.00

Annual Cost: \$ 32,832.00

j. **Town Campus, 320 N. Mason St. & Stroll way (Exhibit 15)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around
- Landscaped areas adjacent to the railroad are a part of this Agreement and services to these areas includes mulching.
- The natural area along the south side of the access drive to the Tunstall House shall be

Gen. Maint cost per service: \$ 1,099.29

Trash/Litter cost per service: \$ 44.00

Landscaped cost per service: \$ 448.00

Natural Area cost per service: \$ 168.00

treated in accordance with subsection R of this Section but in addition, the drive shall be kept clear of overhanging branches and underbrush. The area should be kept clear from the drive to the established ditch line.

- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.
- **Interior Plants** – plants within the Community Center, Town Hall, Senior Center and Halle Cultural Arts Center will receive routine maintenance weekly including watering, cleaning, and fertilization to help with the plant growth. Personal plants (those that are owned by Town staff) are not the responsibility of the Contractor. In the event the Contractor is unsure of the maintenance required for a particular plant the Contractor will contact the Public Works, Facilities & Grounds Manager for clarification. All plants will receive fresh moss yearly during the month of March. Any plants that die or are no longer growing as intended will be replaced at no cost. Replacement plants will be the same species and similar size or an approved alternative by the Town.

Watering cost per service: \$ 65.00

Interior plants cost per service: \$ 428.00

Annual Cost: \$ 56,064.00

k. **PW Operations, Cemetery, and Fire Admin (Exhibits 16 a-b)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around
- Sod of a similar type as surrounding areas shall be placed in the cemetery on a quarterly basis for all disturbed areas or bare areas. 24 plots/graves shall be sodded per year (and incidental areas due to bare spots). Unless otherwise instructed, the same plots shall not be sodded in consecutive years. Note, that a plot is generally 5'x10' but could vary due to individual internments. The parties may agree in writing to the sodding of additional plots at a separate cost.

Gen. Maint cost per service: \$ 663.76

Sidewalk cost per service: \$ 76.00

Sod itemized cost not needed

Annual Cost: \$ 33,852.00

l. **Fire Station 2 (Exhibit 17)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 157.18

Sidewalk cost per service: \$ 11.00

Annual Cost: \$ 8,016.00

m. **Fire Station 3 (Exhibit 18)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 155.76

Sidewalk cost per service: \$ 25.00

Annual Cost: \$ 7,944.00

n. **Public Safety Station 4 (Exhibit 19)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 182.12

Sidewalk cost per service: \$ 27.00

Annual Cost: \$ 9,288.00

o. **Fire Station 5 (Exhibit 20)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 193.88

Sidewalk cost per service: \$ 27.00

Annual Cost: \$ 9,888.00

p. **East Williams Substation (Exhibit 21)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 125.22

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 2,880.00

q. **Laura Duncan Substation (Exhibit 22)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal, year around

Gen. Maint cost per service: \$ 104.35

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 2,400.00

r. **Elm St & East Moore RR closing (Exhibit 23)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 124.20

Sidewalk cost per service: \$ 13.00

Annual Cost: \$ 2,484.00

s. **Waste Water Treatment Plant (Exhibit 24)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.

Gen. Maint cost per service: \$ 336.71

Sidewalk cost per service: \$ 37.00

Annual Cost: \$ 17,172.00

t. **2850 Milano Ave. Electrical Facility & Substation (Exhibit 25)**

- General Maintenance
- Trash and litter shall be removed from the site once per month, no less than two weeks after prior trash removal.
- Exterior trees and shrubs shall be watered during the growing season as part of the General Maintenance.

Gen. Maint cost per service: \$ 570.12

Sidewalk cost per service: \$ 50.00

Watering cost per service: \$ 130.00

Annual Cost: \$ 29,076.00

u. **Highway 64 (Exhibits 26a-g)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 1,690.67

Sidewalk cost per service: \$ 800.00

Annual Cost: \$ 88,224.00

v. **Highway 55/Salem to Old Smithfield Rd. (Exhibits 27a-c)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 812.47

Sidewalk cost per service: \$ 420.00

Annual Cost: \$ 41,436.00

w. **Wake Med/Zeno Rd. (Exhibit 28)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 184.62

Sidewalk cost per service: \$ 20.00

Annual Cost: \$ 4,800.00

x. **Old Raleigh Rd. (Exhibits 29 a & b)**

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 647.40

Sidewalk cost per service: \$ 128.00

Annual Cost: \$ 12,948.00

y. **Newly added ROW's (Exhibit 30 - 41)**

For all areas:

- General Maintenance
- Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around

Gen. Maint cost per service: \$ 165.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,300

i. **Schieffelin Rd.**

Gen. Maint cost per service: \$ 148.20

Sidewalk cost per service: \$ 30.00

Annual Cost: \$2,964

ii. **Classic Rd. to Burma Dr.**

Gen. Maint cost per service: \$ 199.80

Sidewalk cost per service: \$ 40.00

Annual Cost: \$3,996

iii. **Morris Acres Rd/Jenks Rd.**

Gen. Maint cost per service: \$ 122.40

Sidewalk cost per service: \$ 25.00

Annual Cost: \$2,448

iv. **Perry Rd/ Hughes St.**

Gen. Maint cost per service: \$ 153.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060

v. **Apex Peakway and S Salem St**

Gen. Maint cost per service: \$ 106.20

Sidewalk cost per service: \$ 20.00

Annual Cost: \$2,124

vi. **S Elm St. at Center St**

Gen. Maint cost per service: \$ 195.60

Sidewalk cost per service: \$ 40.00

Annual Cost: \$3,912

vii. **Salem St (Doggie Day care to 410 Salem St)**

Gen. Maint cost per service: \$ 153.00

Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060

viii. **Corner of Ambergate Station and Peakway**

Gen. Maint cost per service: \$ 207.00

Sidewalk cost per service: \$ 40.00

Annual Cost: \$4,140

- | | | |
|------|--|---|
| ix. | Laura Duncan and Pine Plaza Dr | Gen. Maint cost per service: \$ 160.20
Sidewalk cost per service: \$ 35.00

Annual Cost: \$3,204 |
| x. | Shepherds Vineyard to Pine Plaza Dr | Gen. Maint cost per service: \$ 153.00
Sidewalk cost per service: \$ 30.00

Annual Cost: \$3,060 |
| xi. | Tingen Rd to Harwood St | Gen. Maint cost per service: \$ 247.20
Sidewalk cost per service: \$ 50.00

Annual Cost: \$4,944 |
| xii. | Town Hall Area/Corner | |
| | <ul style="list-style-type: none"> • General Maintenance
Trash and litter shall be removed from the site twice per month, no less than two weeks apart, year around | Gen. Maint cost per service: \$ 100.00
Sidewalk cost per service: \$ 20.00 |
| z. | Lake Pine Dr at US 64 | |
| | <ul style="list-style-type: none"> • General Maintenance • Trash and litter shall be removed from the site twice per month, no less than two weeks apart year around • Maintain flower beds at intersection | Annual Cost: \$ 2,000.00 |

Total Annual Cost for ALL Exhibits (Adding only the total annual cost) **Total Annual Cost: \$ 478,376.00**

In the event of a conflict between the above "Cost per service" items times the number of services in the scope versus the "Annual Cost" provided, the "Annual Cost" above governs.

3. TIME OF COMMENCEMENT AND COMPLETION.

The initial term of this Agreement shall be for two years and begin on July 1, 2022, and shall run through and include June 30, 2024. The Town reserves the right to extend this Agreement for two separate one-year extensions (Extension One (1) – July 1, 2024 through and including June 30, 2025 & Extension Two (2) – July 1, 2025 through and including June 30, 2026). If extended, the cost for year 3 will increase, per Exhibit location cost (as shown in Section 2), at a rate of 3% above year 2. If extended for a second time, the cost for year 4 will increase, per Exhibit location cost (as shown in Section 2), at a rate of 3% above year 3. Any additional areas that are added to the scope of this Agreement shall be added by written amendment agreed to by the Parties. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor. The Public Works & Transportation Director,

Assistant Town Manager, or Town Manager are the only authorized entities to agree to any modification of the Agreement specifications. If the Town elects to extend the Agreement as provided in this Section Town shall provide written notice to Contractor no later than thirty (30) days prior to the expiration of the Agreement or any extension term. The parties agree that written notice may be provided by way of electronic mail.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor a total sum not to exceed **\$478,376.00** for the first year of this Agreement, with the first year ending June 30, 2023. In year two of this Agreement, beginning July 1, 2023 and running through the end of the initial term (June 30, 2024), the cost will increase by 3% per Exhibit location cost, as shown in Section 2. If the Agreement is extended, subsequent years will be priced as described in Section 3. Additional costs not included in this amount may be incurred for on-call services only upon prior quotation to, and acceptance by, the Town. Said services shall be performed pursuant to the terms of this Agreement and will reference this Agreement in the quote. The total sum is broken down per location as indicated in the Site Specific Instructions above. On the first of each month Contractor shall invoice the Town the amount applicable to the services performed the prior month. Invoices shall include specific information outlining exactly what services were performed the prior month and the amount being billed for each. Town shall pay invoices within 30 days from receipt of invoice. 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 contract and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-VERIFY COMPLIANCE.

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

8. QUALITY AND WORKMANSHIP.

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

9. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

10. PRE-PROJECT SAFETY REVIEW MEETING.

INTENTIONALLY DELETED.

11. DEFAULT.

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

12. TERMINATION FOR CONVENIENCE.

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

13. NOTICE.

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

TO CONTRACTOR:

Greenscape Inc.
PO Box 97
Holly Springs NC, 27540
mpoe@greenscapeinc.com

TO TOWN:

Town of Apex
Attention: Patrick M. Lechner
PO Box 250
Apex, NC 27502
Patrick.lechner@apexnc.org

14. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties.

“Forces beyond the control of the parties” shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties’ control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

15. NONWAIVER FOR BREACH.

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

16. CONSTRUCTION.

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

17. NO REPRESENTATIONS.

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

18. SEVERABILITY.

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

19. COUNTERPARTS.

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

20. MODIFICATION.

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

21. BINDING EFFECT.

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

22. ASSIGNMENT.

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

23. INDEPENDENT CONTRACTOR.

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

24. NON-APPROPRIATION.

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

25. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

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

26. ANTI-HUMAN TRAFFICKING

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

27. NONDISCRIMINATION

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

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

28. ELECTRONIC SIGNATURE

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

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2022.

Contractor: Greenscape, Inc.

Name: Chris Pegram
Name of Contractor (type or print)

By: _____
(signature)

Title: Business Development Manager

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest:

Allen L. Coleman, Town Clerk

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

Vance Holloman, Finance Director

Apex Barbecue: Olive Chapel/Salem



Olive Chapel Rd.

Town of Apex
Exhibit: 1a
Drawn by: PL 11/10/20

Legend:

-  Landscaped Areas
-  Uncut Areas

Kelly Rd.

500ft

Apex Barbecue: Olive Chapel to Salem




Legend:

-  Landscaped Areas
-  Uncut Areas

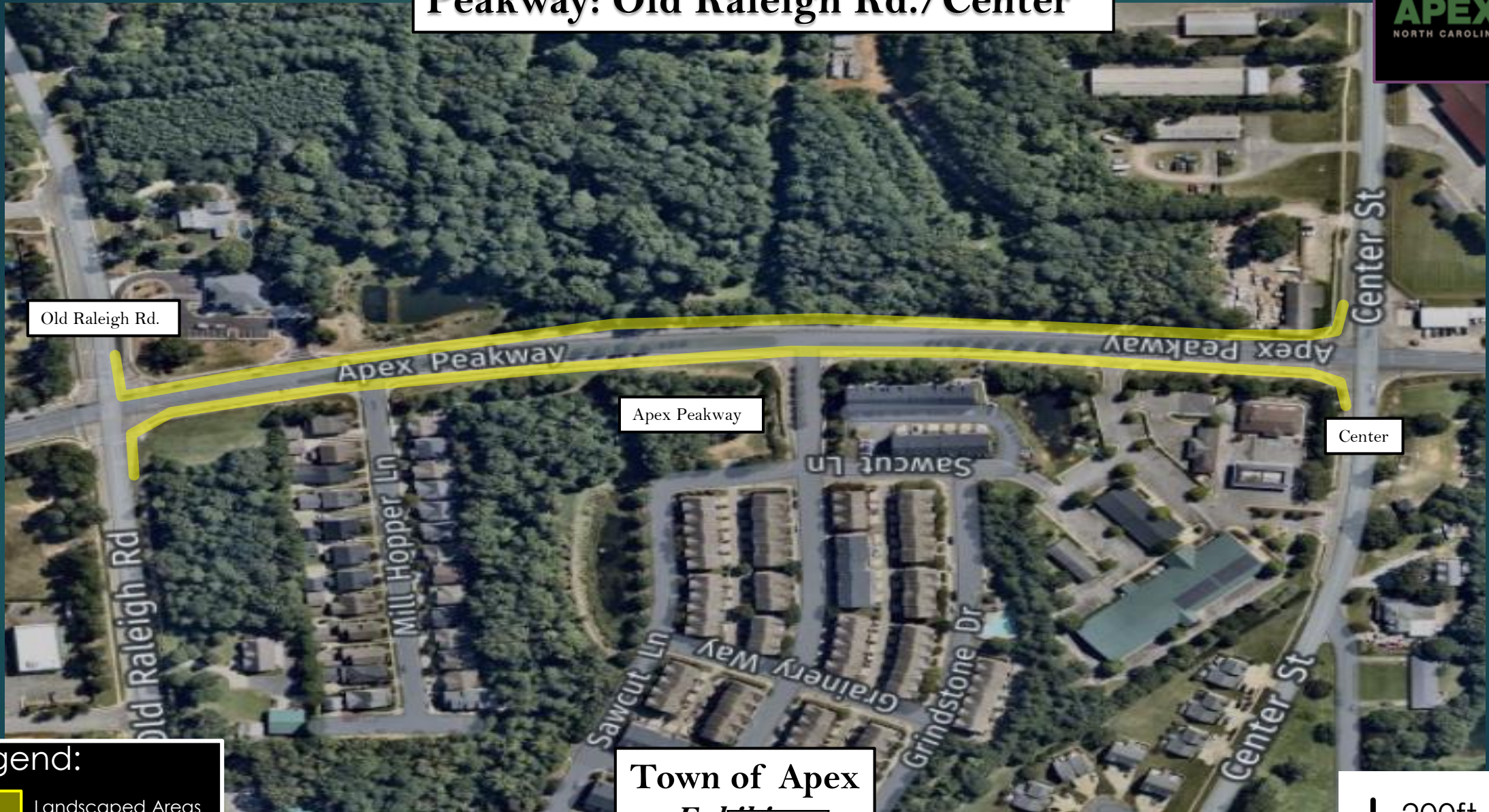
Town of Apex

Exhibit

Drawn by: 

 200ft

Peakway: Old Raleigh Rd./Center



Old Raleigh Rd.

Apex Peakway

Apex Peakway

Center

Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibit

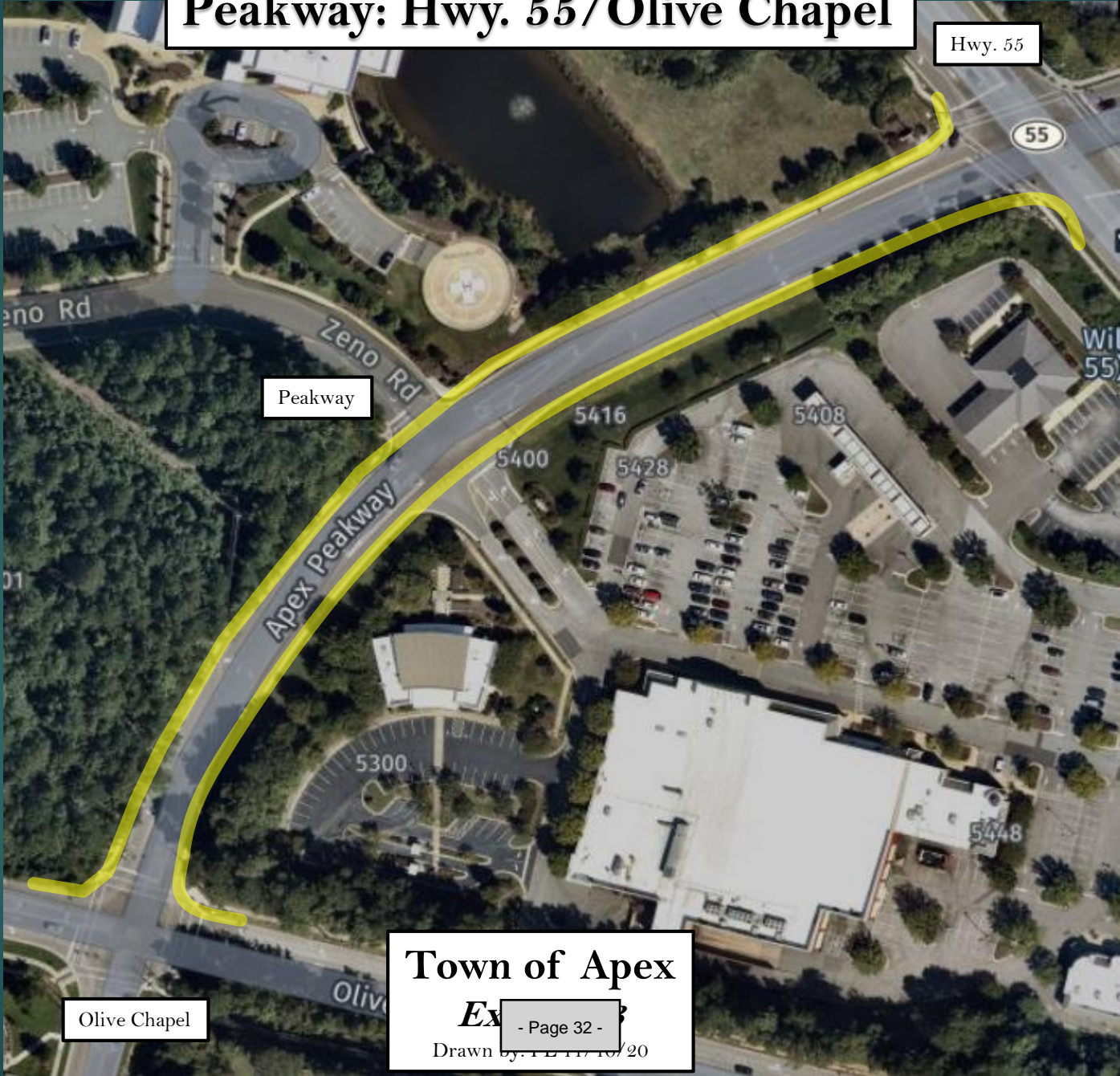
Drawn by

- Page 31 -

200ft

Peakway: Hwy. 55/Olive Chapel

William



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

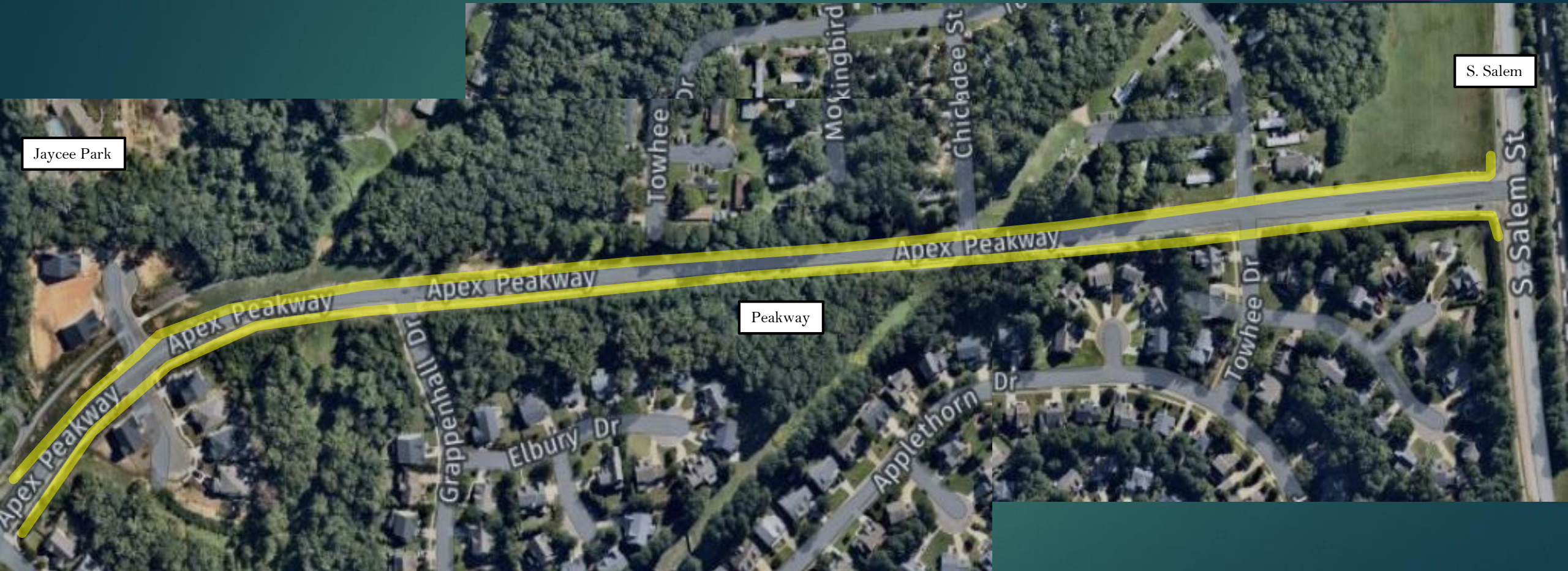
Ex

- Page 32 -

Drawn by: T.E. 11/16/20



Peakway: Jaycee Park/ S. Salem

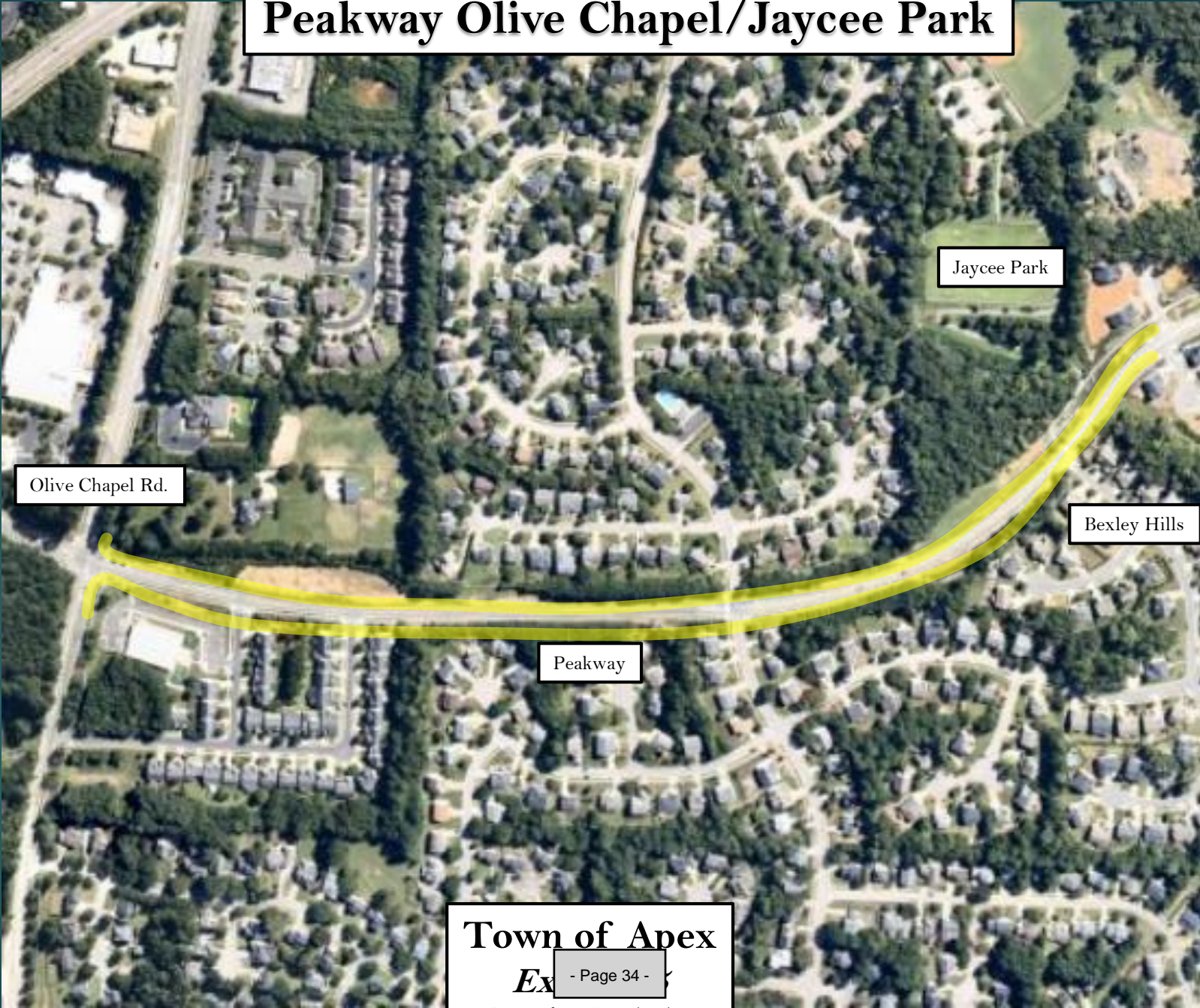


Legend:

-  Landscaped Areas
-  Uncut Areas



Peakway Olive Chapel/Jaycee Park

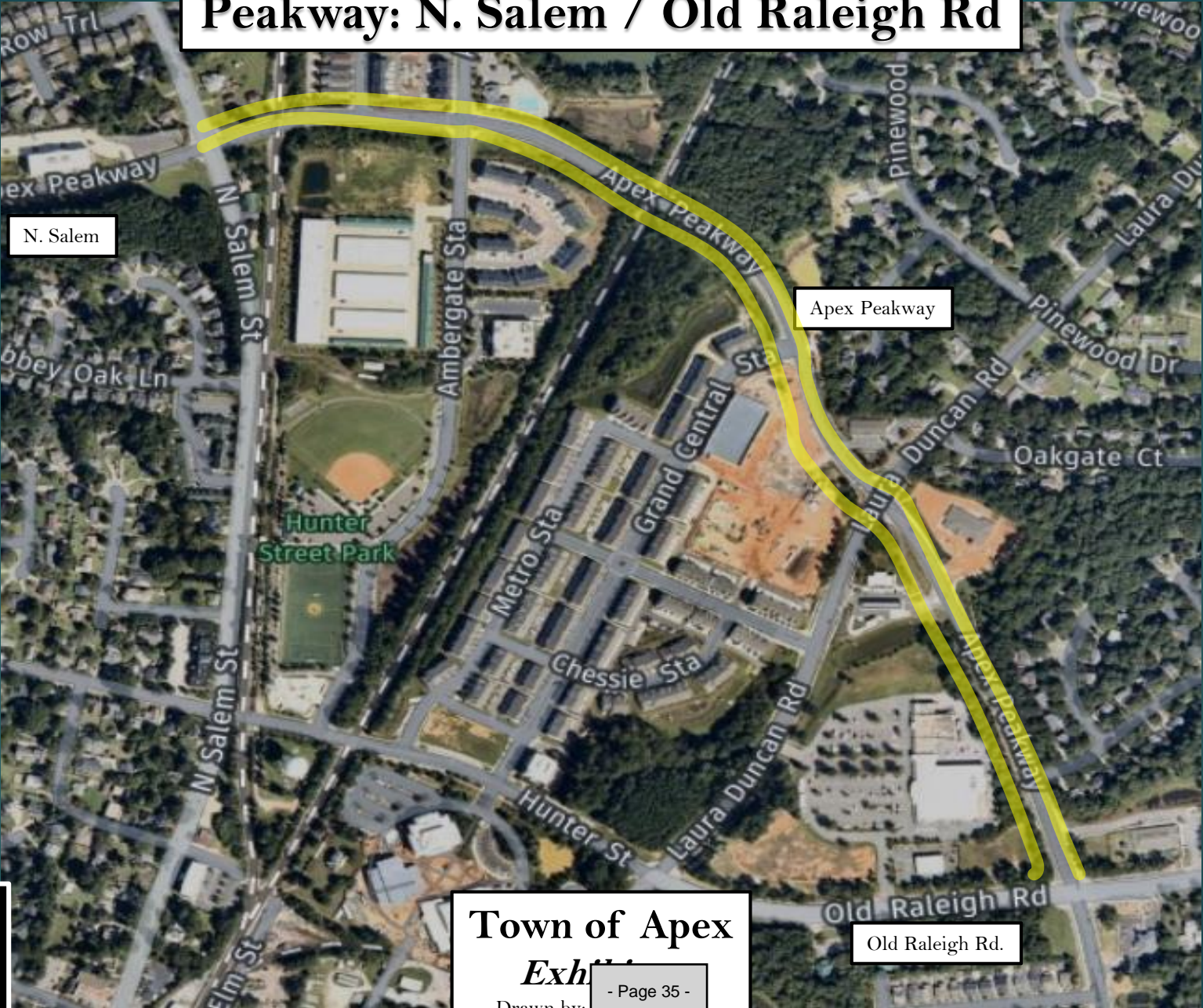


Legend:

-  Landscaped Areas
-  Uncut Areas

500ft

Peakway: N. Salem / Old Raleigh Rd



N. Salem

Apex Peakway


Old Raleigh Rd.

Legend:

-  Landscaped Areas
-  Uncut Areas

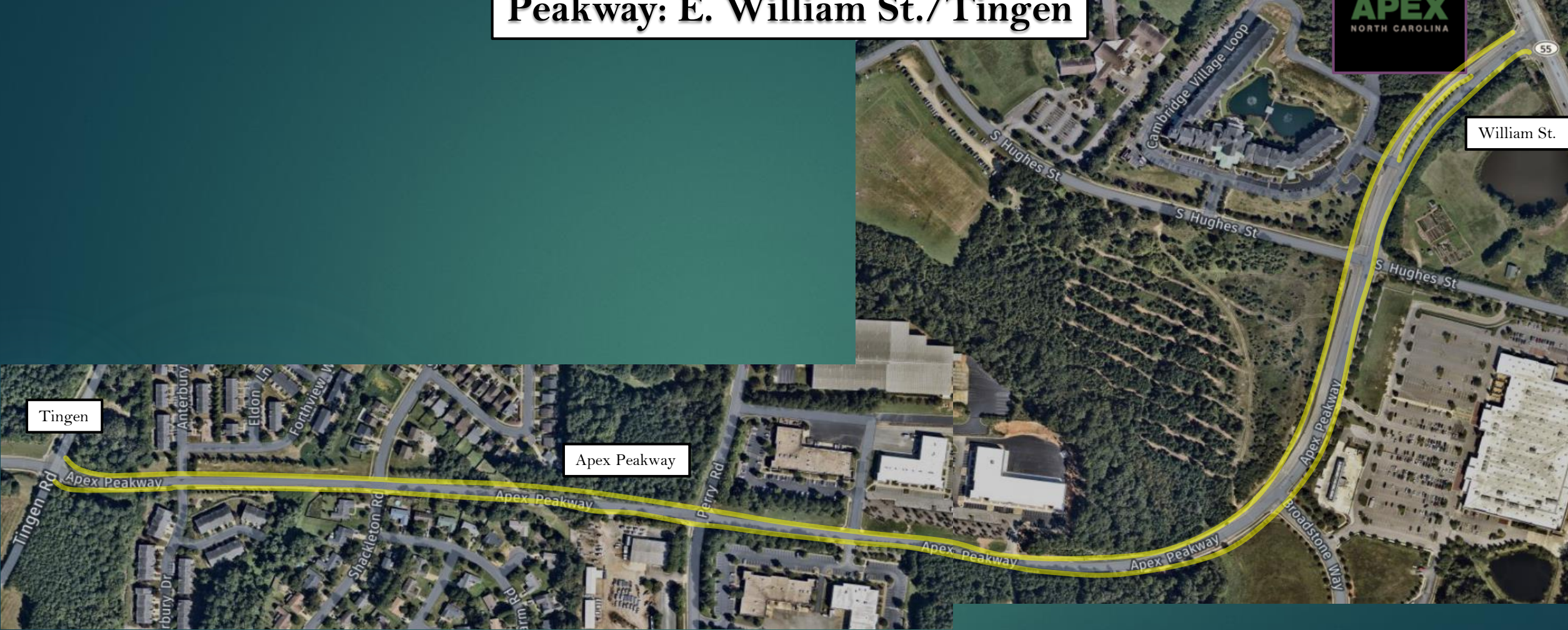
Town of Apex

Exhibit

Drawn by: 

 500ft

Peakway: E. William St./Tingen



Legend:

Landscaped Areas

Uncut Areas



Peakway: W. William St./N. Salem

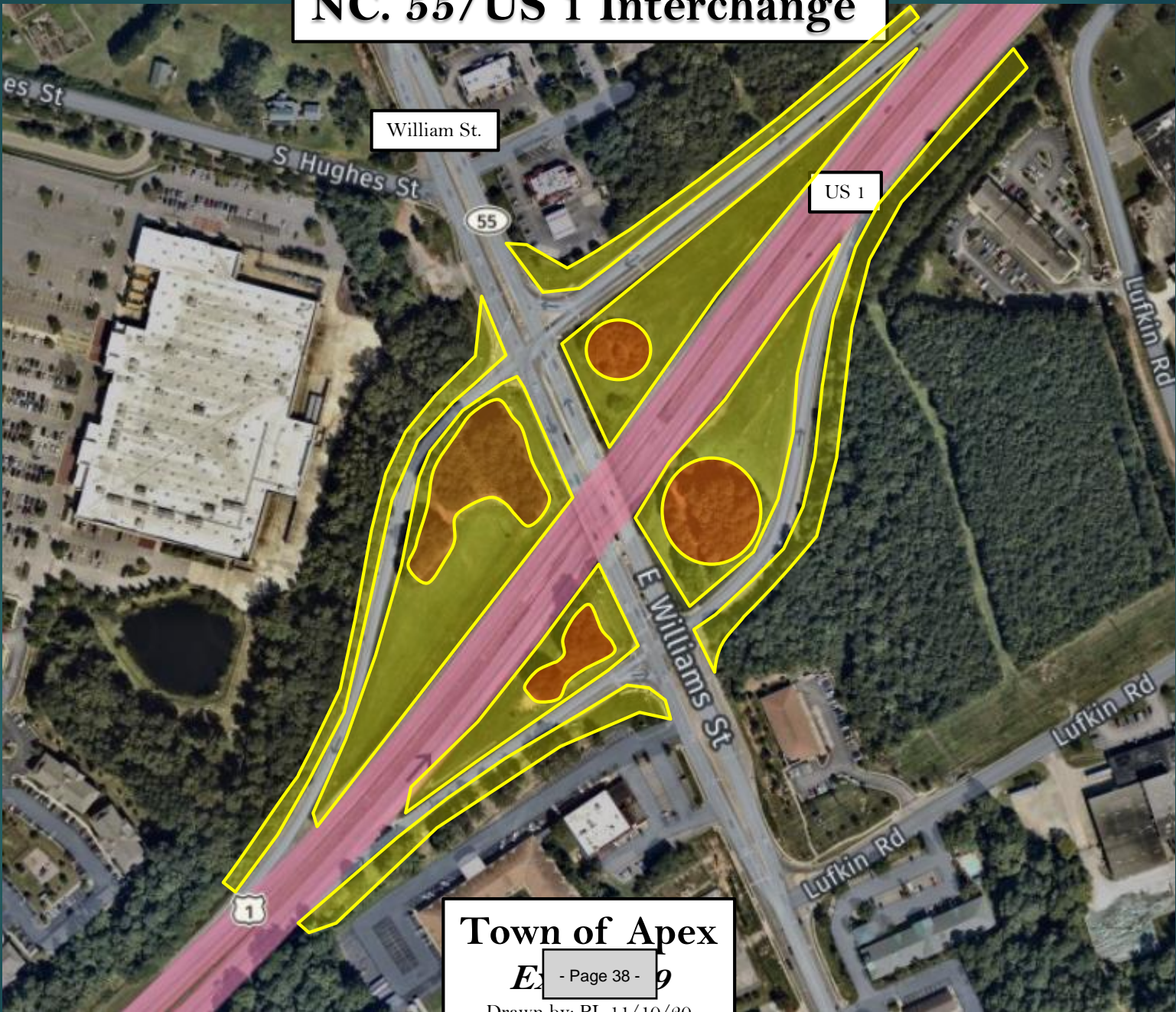


Legend:

-  Landscaped Areas
-  Uncut Areas



NC. 55/US 1 Interchange



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
- Page 38 -
Drawn by: PL 11/10/20

500ft

NC. 55/US 64 Interchange



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

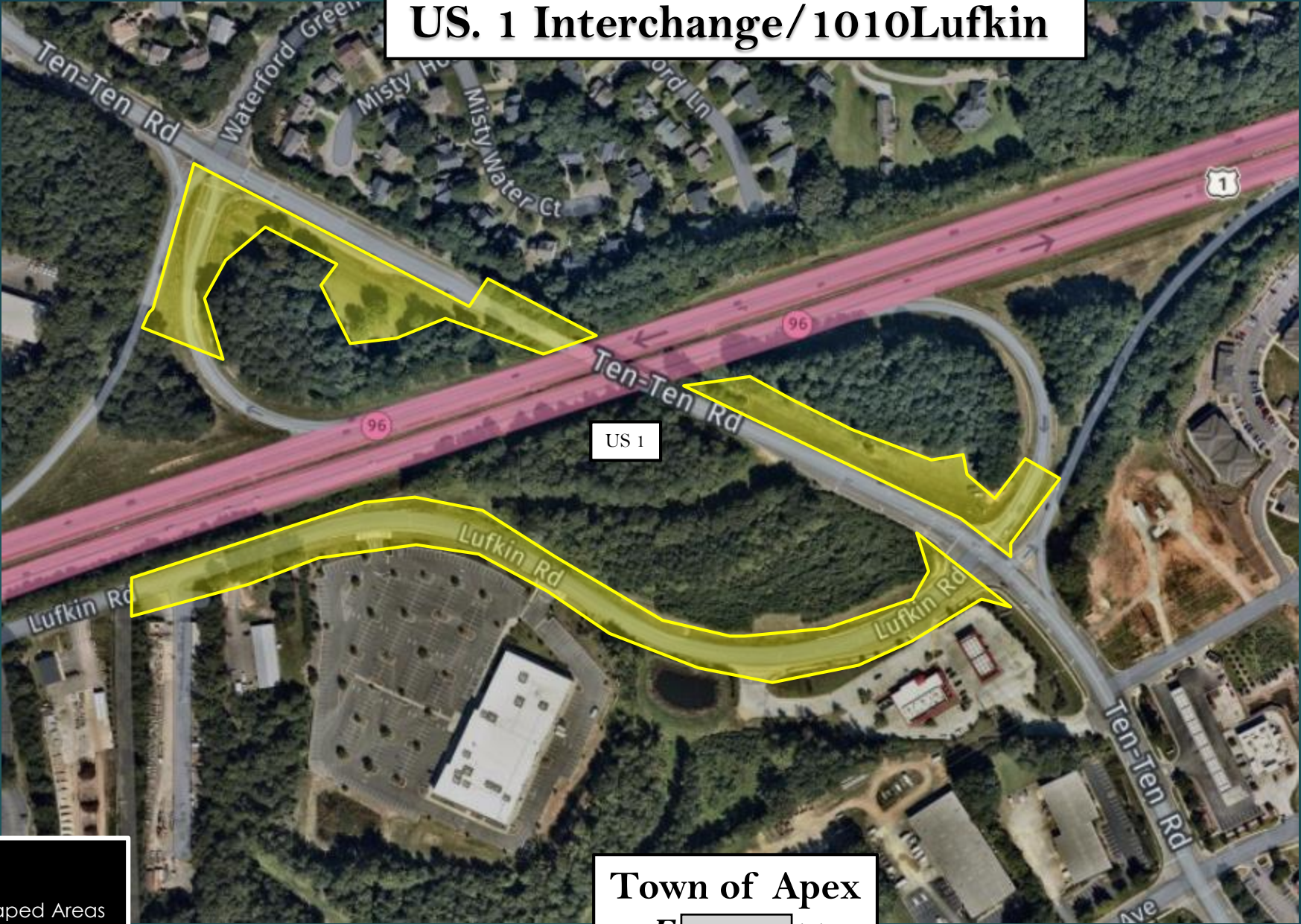
Exhibit

- Page 39 -

Drawn by: PL 11/10/20

 500ft

US. 1 Interchange/ 1010Lufkin



Legend:

-  Landscaped Areas
-  Uncut Areas

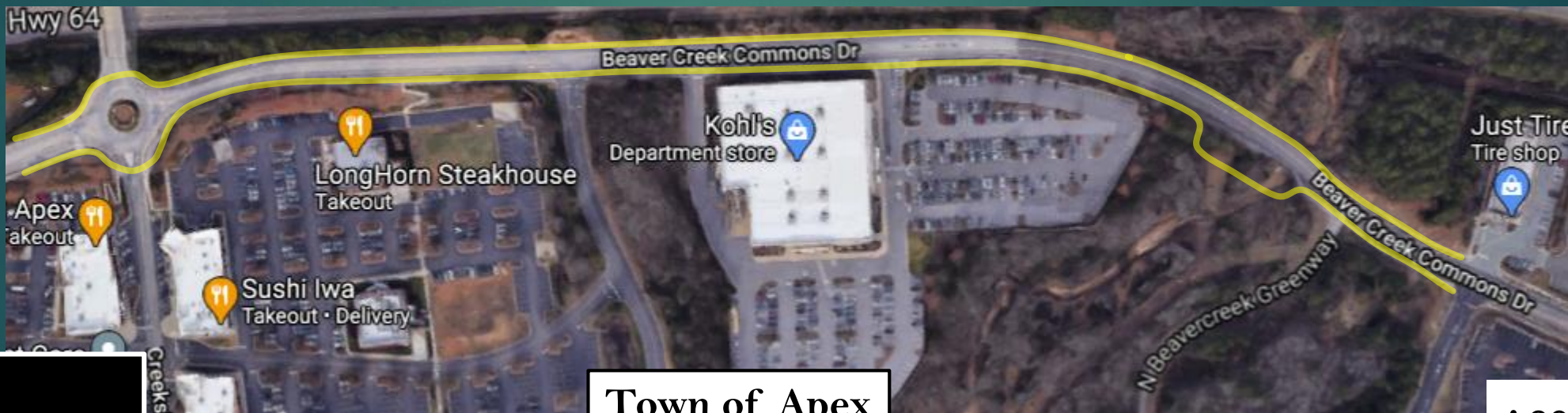
Town of Apex

E2 - Page 40 - *11*



Drawn by: PL 11/10/20



Beaver Creek Commons Dr.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
Exhibit
- Page 41 -
Drawn by: L.L. 11/10/20

 200ft

Olive Chapel/Southern Sidewalk



Legend:

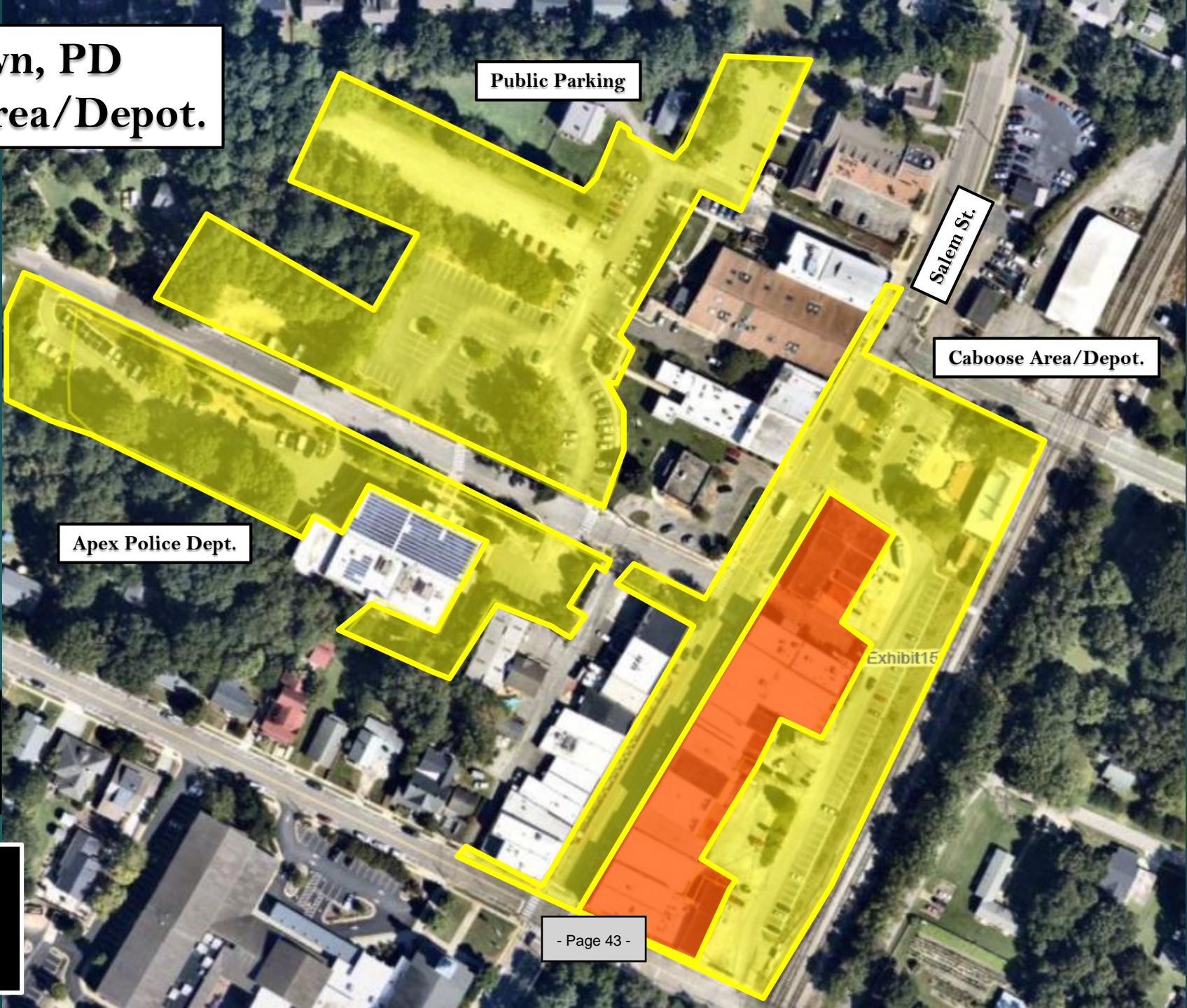
Landscaped Areas

Uncut Areas

Town of Apex
Exhibit
- Page 42 -
Drawn by: PL 11/10/20


200ft

Downtown, PD & Caboose Area/Depot.



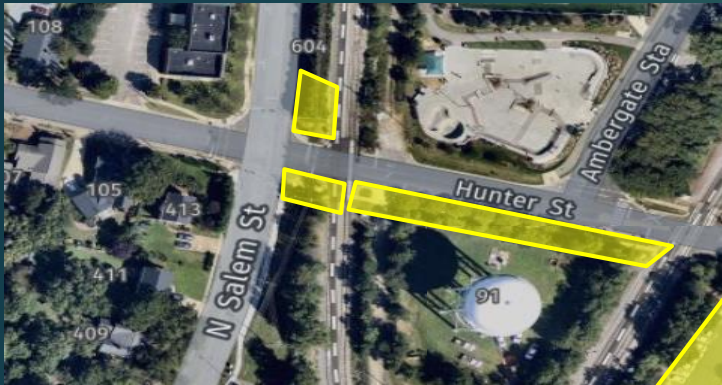
Town of Apex
Exhibit: 14
Drawn by: PL 11/10/20

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-  Uncut Areas

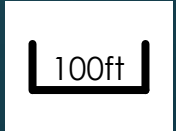


Town Campus, Strollway & 320 N. Mason

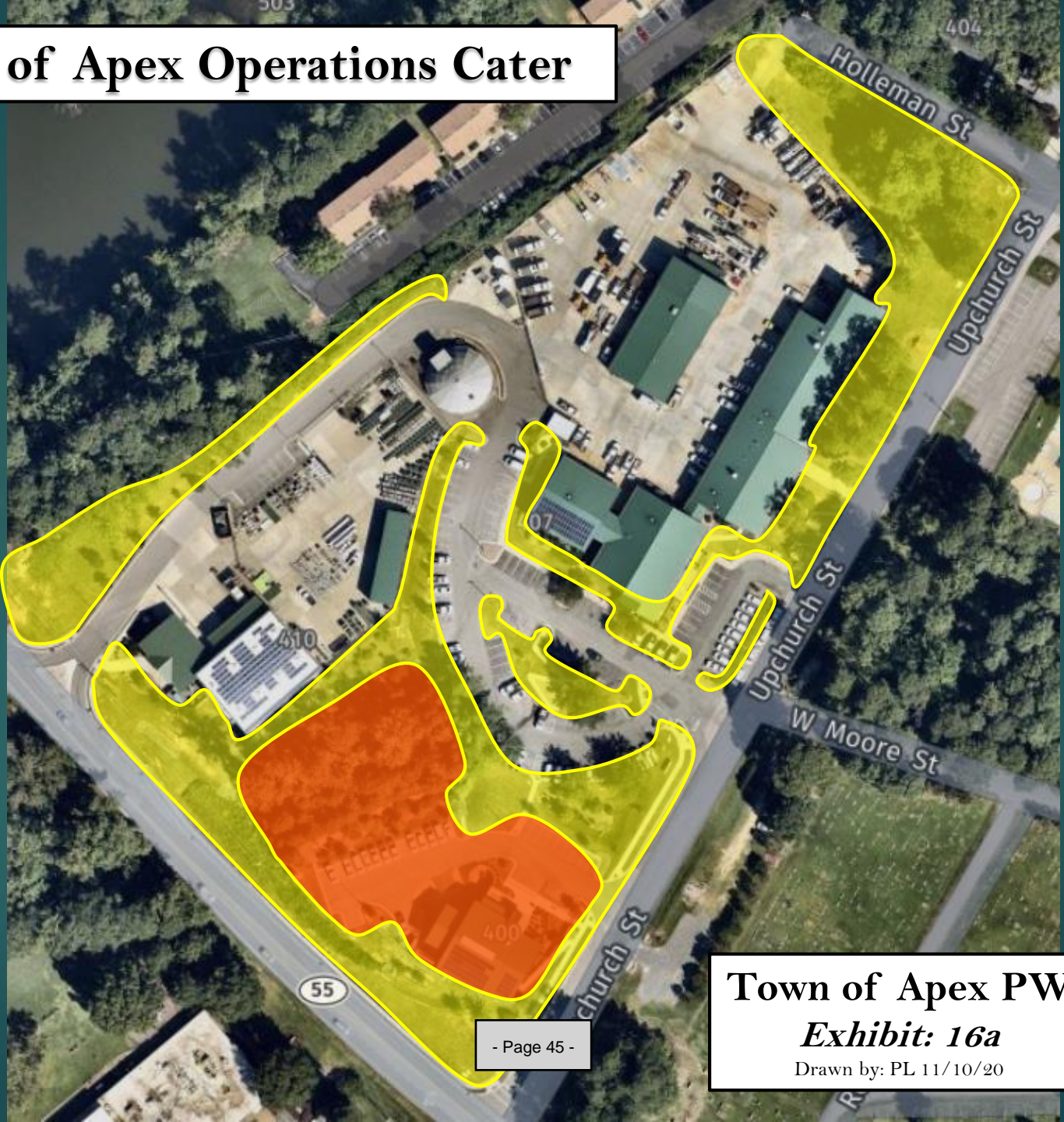


Legend:

- Landscaped Areas
- Uncut Areas



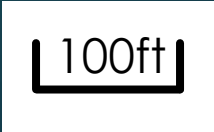
Town of Apex Operations Cater



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex PW
Exhibit: 16a
Drawn by: PL 11/10/20



Town of Apex Cemetery & Fire Admin



Fire Admin.

Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

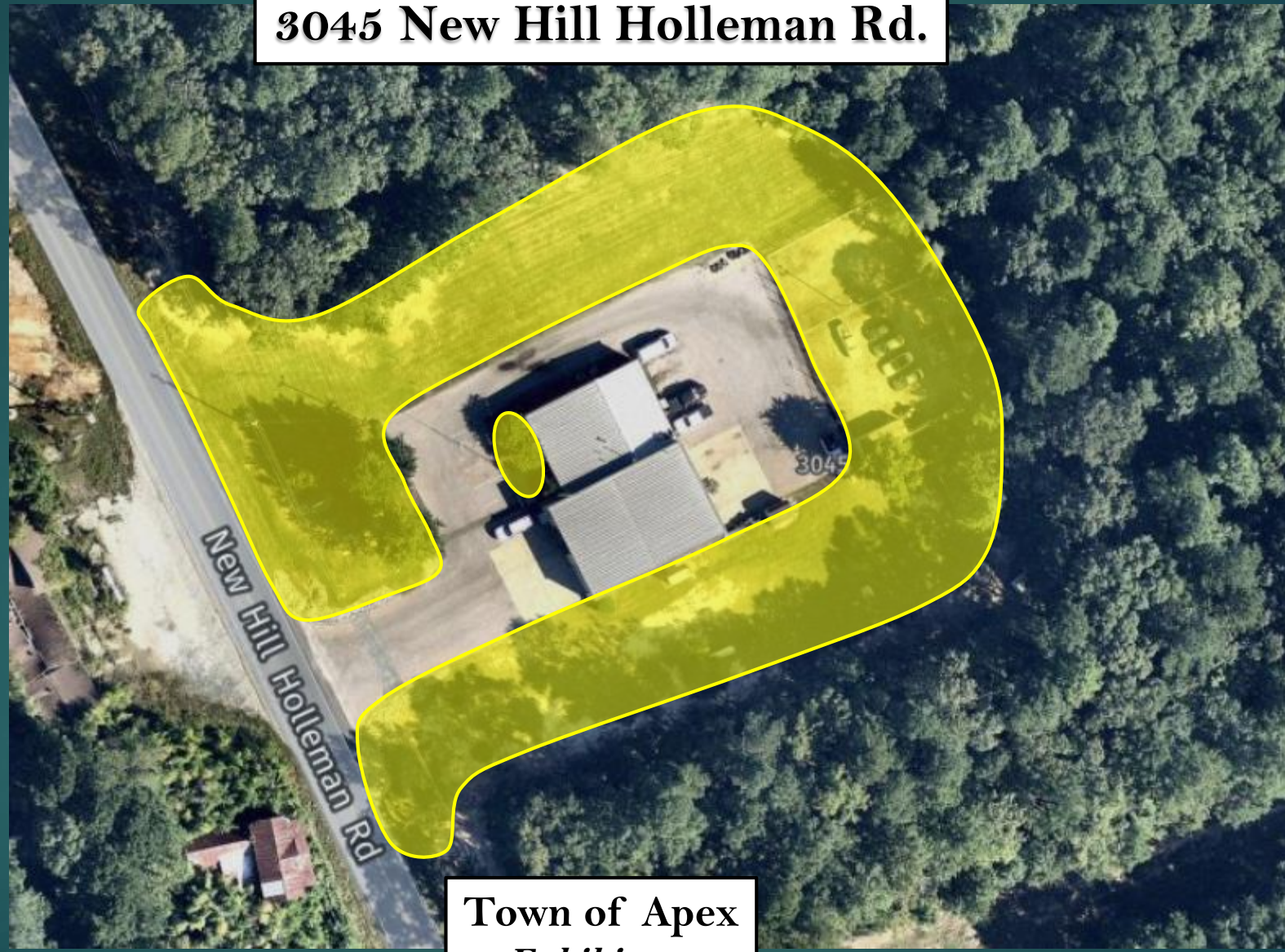
Exhibit

- Page 46 -

Drawn by: TLE 11/10/20

100ft

Fire station 2
3045 New Hill Holleman Rd.



Legend:

	Landscaped Areas
	Uncut Areas

Town of Apex
Exhibit 1
Drawn by: 







Fire Station 3
736 Hunter St.

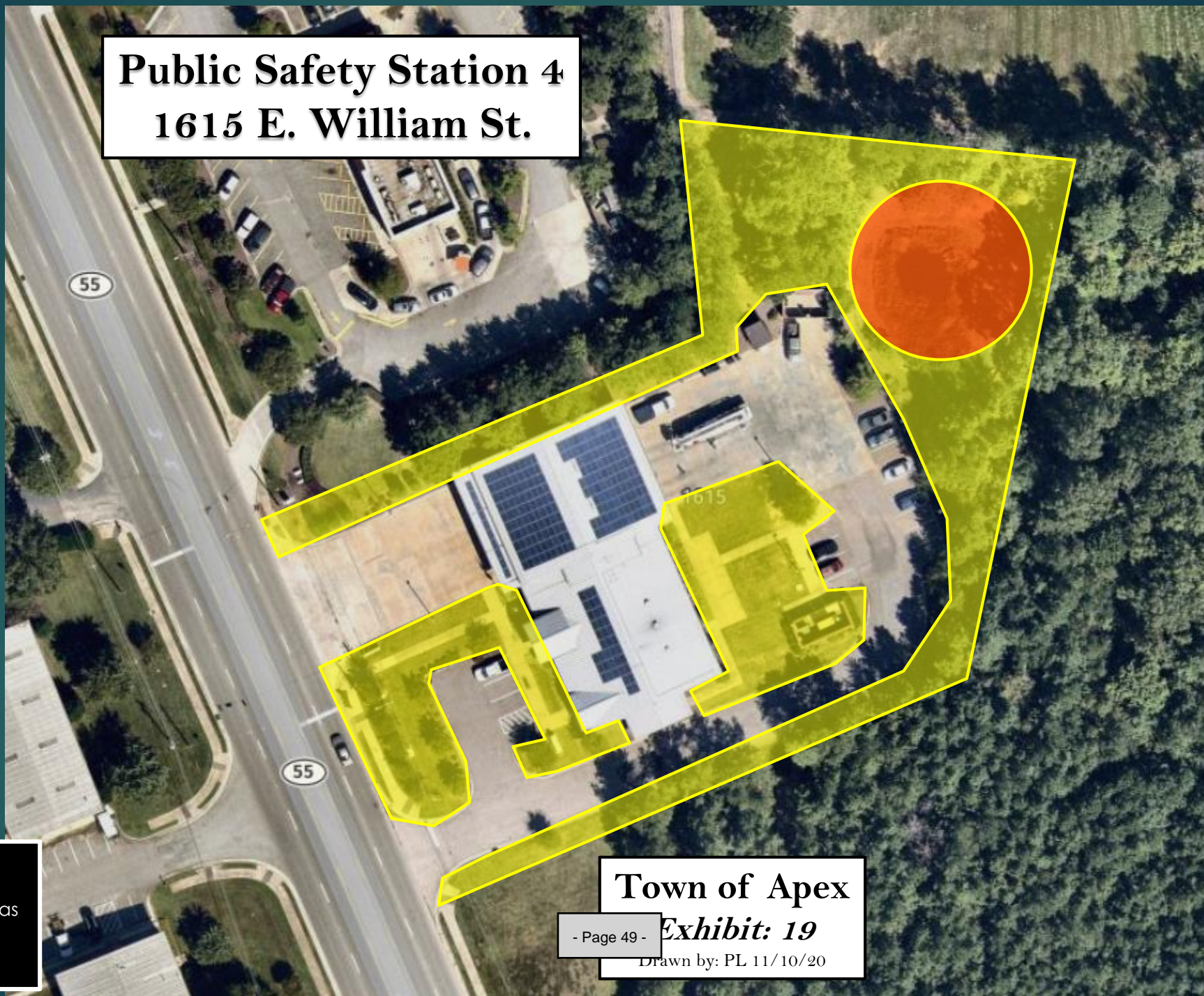


Legend:

	Landscaped Areas
	Uncut Areas

Town of Apex
Exhibit: 18
Drawn by: PL 11/10/20

Public Safety Station 4
1615 E. William St.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
Exhibit: 19
- Page 49 -
Drawn by: PL 11/10/20



Fire station 5
2050 Kelly Rd.



Legend:

-  Landscaped Areas
-  Uncut Areas

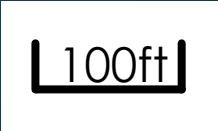


1420 E. William St. Substation



Legend:

	Landscaped Areas
	Uncut Areas





2040 Laura Duncan Rd. Substation

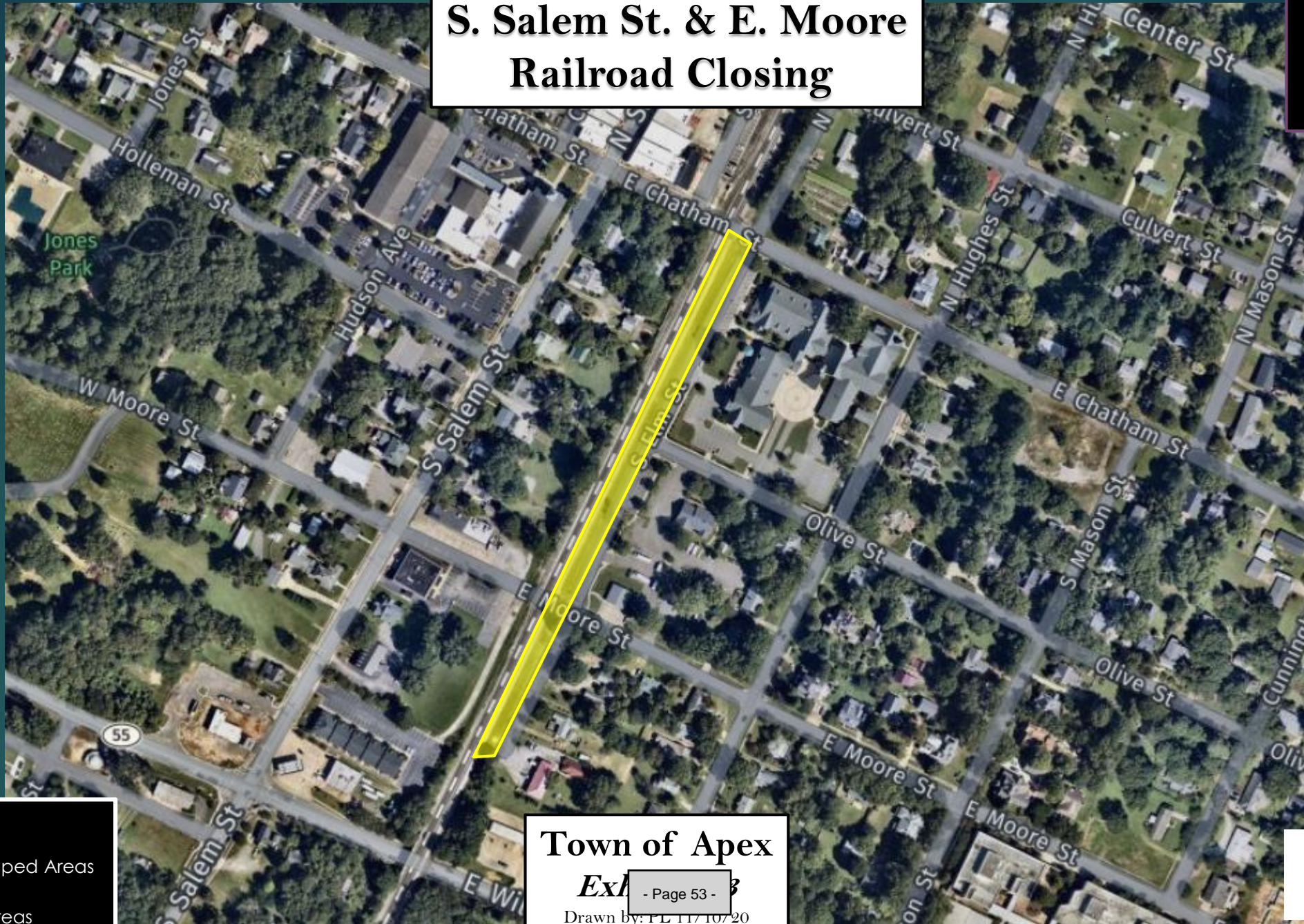


Legend:

-  Landscaped Areas
-  Uncut Areas

100ft

S. Salem St. & E. Moore Railroad Closing



Legend:

-  Landscaped Areas
-  Uncut Areas

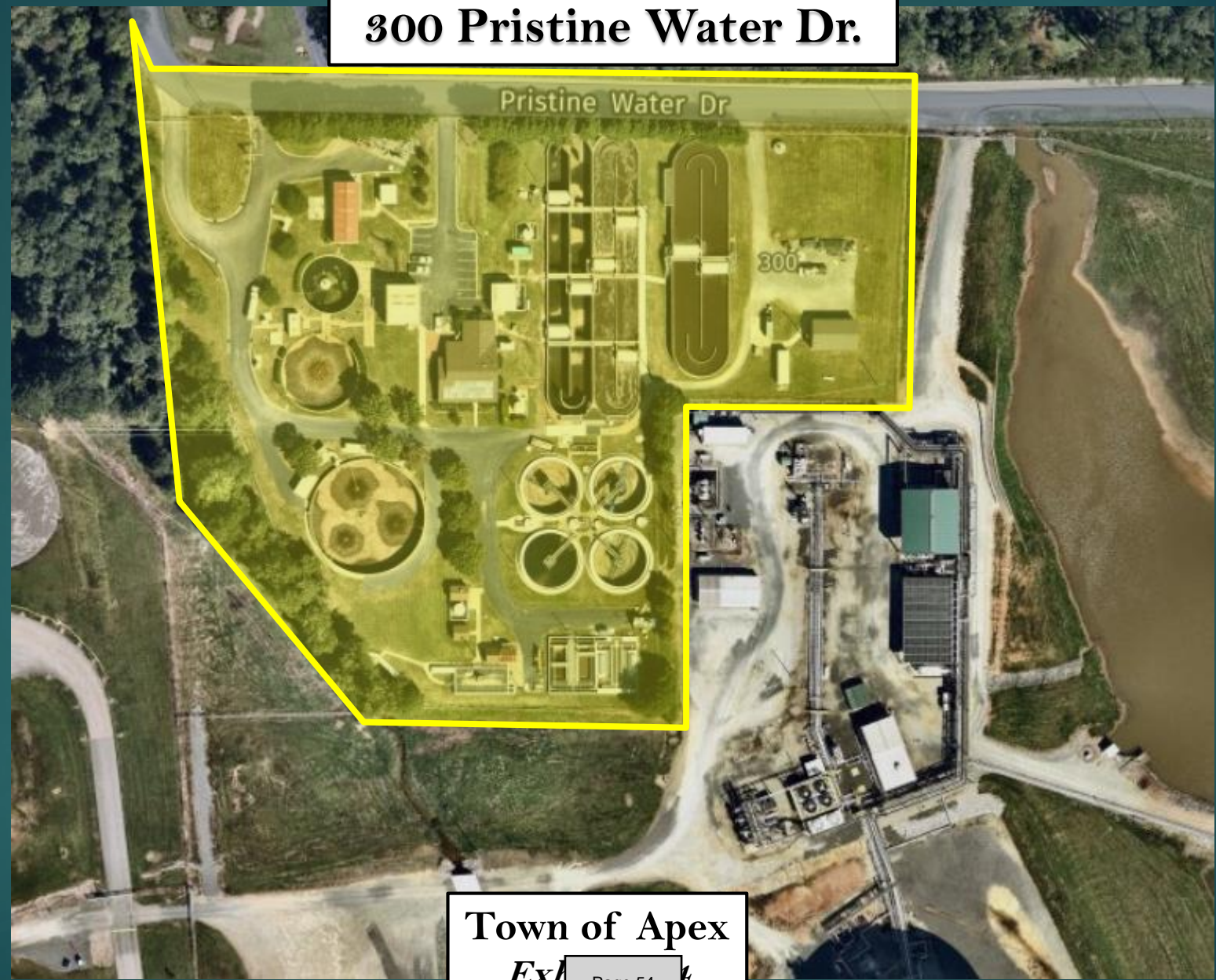
Town of Apex

Exhibit - Page 53 -

Drawn by: PL 11/10/20

200ft

Waste Treatment Plant 300 Pristine Water Dr.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibit - Page 54 - *4*



Drawn by: PL 11/10/20



Electrical Facility & Substation
2850 Milano Ave.



Legend:

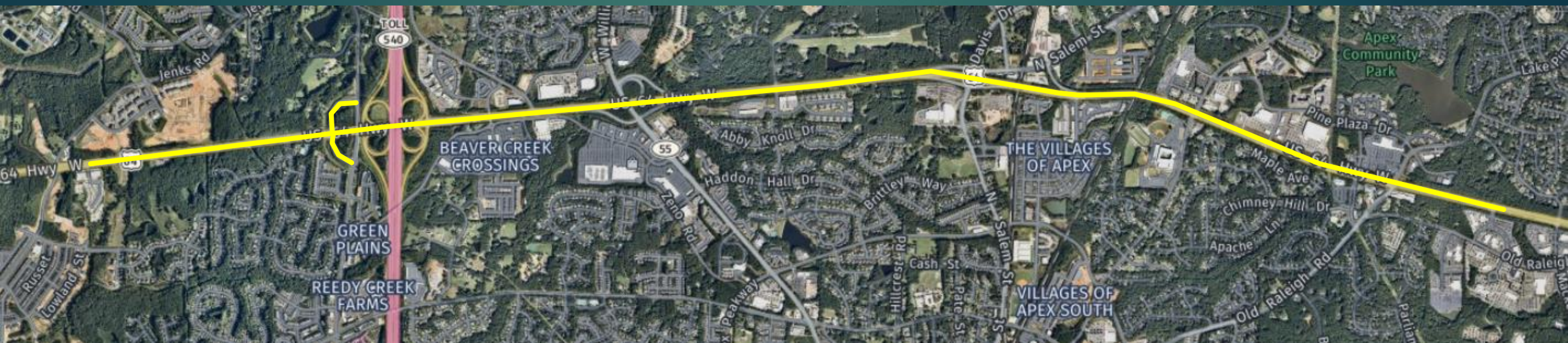
-  Landscaped Areas
-  Uncut Areas

Town of Apex
Exhibit: 25

Drawn by: PL 11/10/20

 100ft

US Hwy 64 W.
Jenks Rd.- Auto Park Blvd.



Legend:

-  Landscaped Areas
-  Uncut Areas

US 64 Hwy W.



Legend:

	Landscaped Areas
	Uncut Areas

Town of Apex

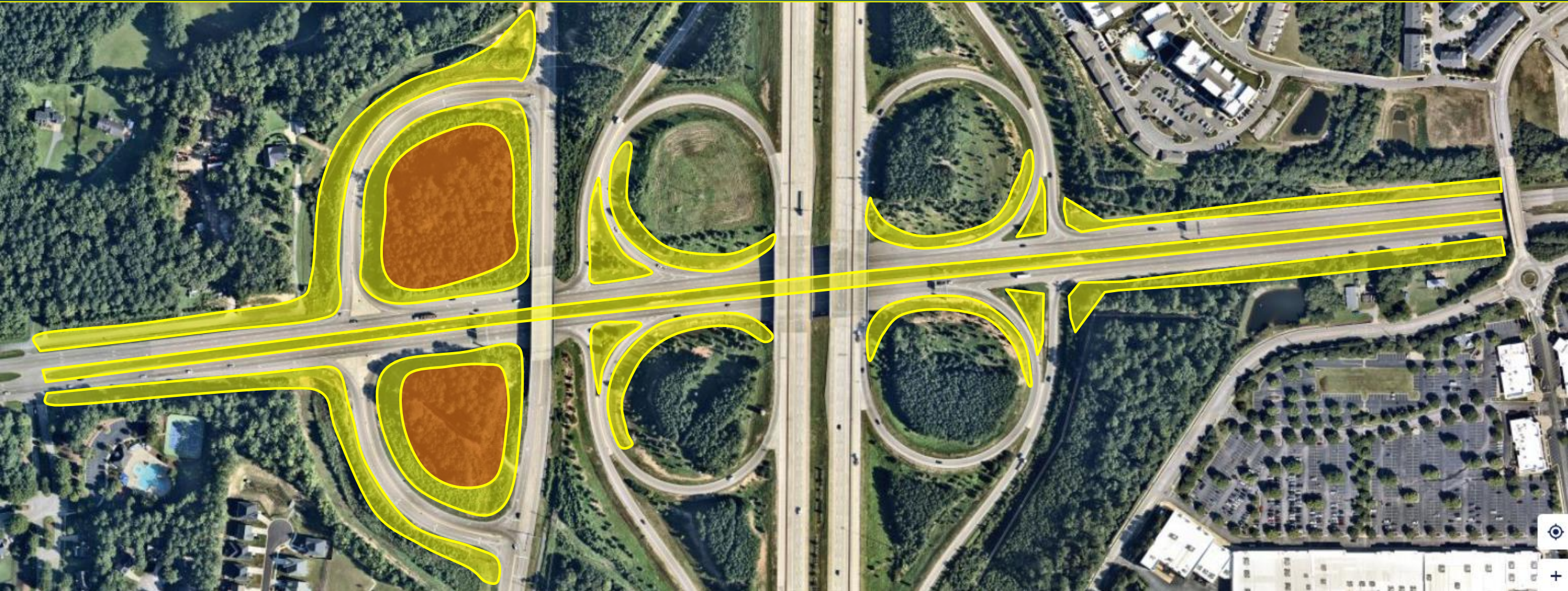
Exhibit 26a

- Page 57 -

Drawn by [redacted] 10/20



US 64 Hwy W.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibit 26b

- Page 58 -


Drawn by 10/20

200ft

US 64 Hwy W.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibit 26c

- Page 59 -

Drawn by 10/20



US 64 Hwy W.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibit 26d

- Page 60 -

Drawn by 10/20

200ft

US 64 Hwy W.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
Exhibit 26e
- Page 61 -
Drawing 10/20

200ft

US 64 Hwy W.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
Ex 26f
- Page 62 -
Drawing 10/20



US 64 Hwy W.



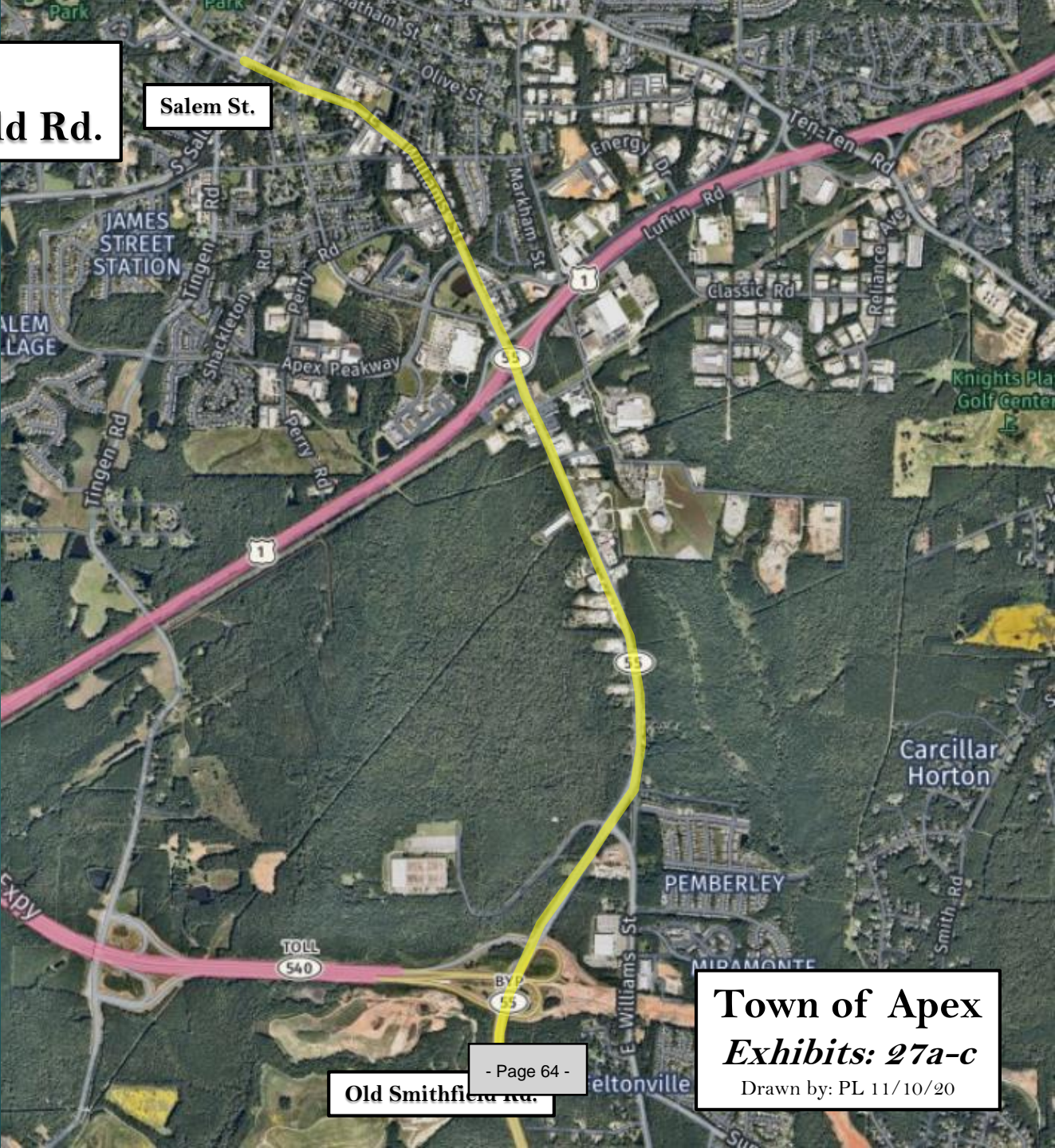
Legend:

-  Landscaped Areas
-  Uncut Areas



Town of Apex
Exhibit 26g
- Page 63 -
Drawing 10/20



US Hwy 55
Salem to Old Smithfield Rd.



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex
Exhibits: 27a-c
Drawn by: PL 11/10/20

US Hwy 55



Old Smithfield Rd



Legend:

-  Landscaped Areas
-  Uncut Areas

Town of Apex

Exhibits 27a

Draw - Page 65 - 10/20





US Hwy 55

Town of Apex
Exhibits: 27b
Drawn by: PL 11/10/20

Legend:

	Landscaped Areas
	Uncut Areas



US Hwy 55



Town of Apex *Exhibits: 27c*

Drawn by: PL 11/10/20

Legend:

-  Landscaped Areas
-  Uncut Areas

500ft





Zeno Rd./Wake Med



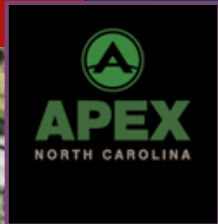
Town of Apex
Exhibits: 28
Drawn by: PL 11/10/20

Legend:

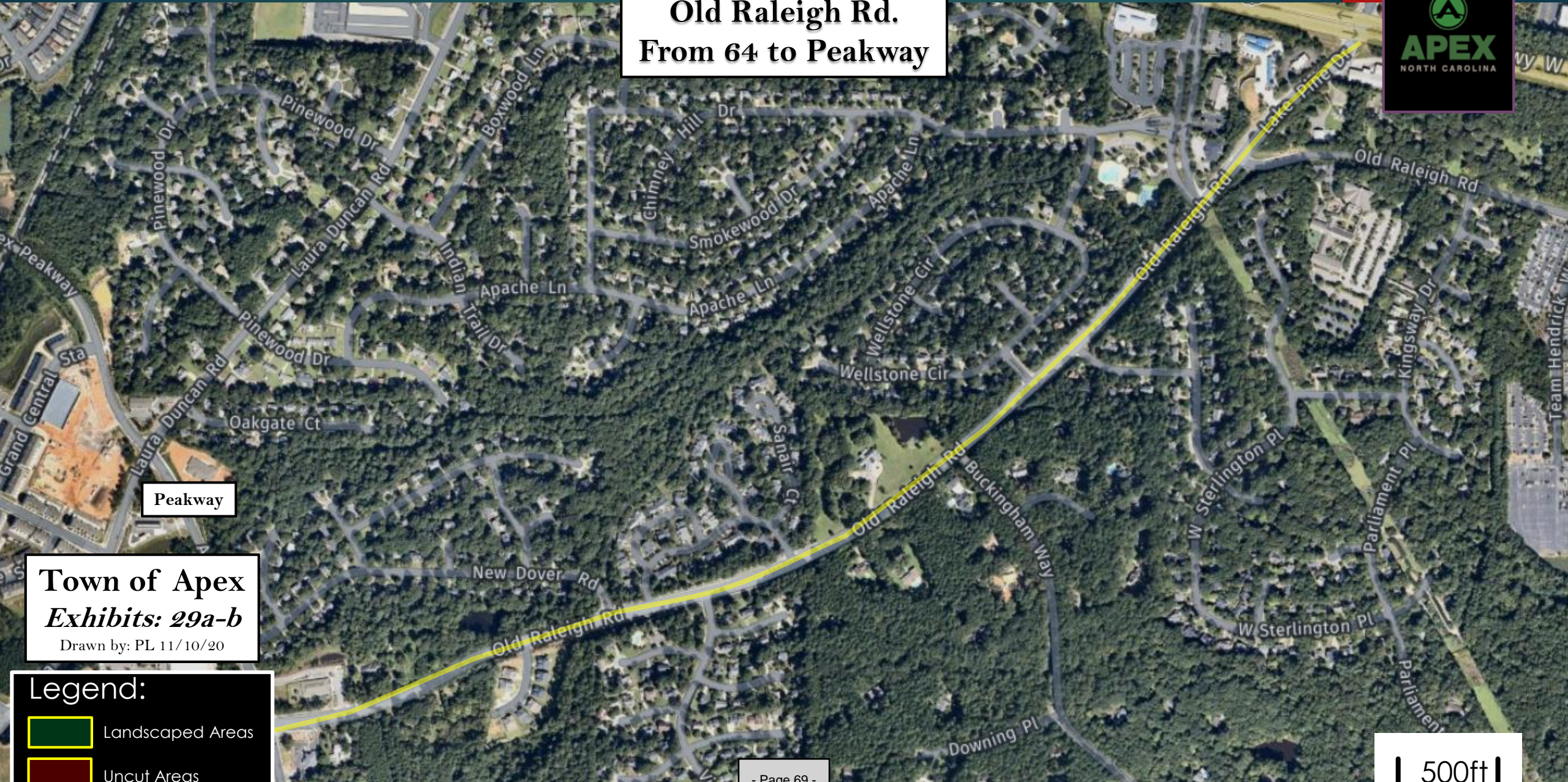
Landscaped Areas

Uncut Areas





**Old Raleigh Rd.
From 64 to Peakway**



Town of Apex
Exhibits: 29a-b
Drawn by: PL 11/10/20

Legend:

	Landscaped Areas
	Uncut Areas

500ft

**Old Raleigh Rd.
From 64 to Peakway**



Town of Apex

Exhibits: 29a

Drawn by: PL 11/10/20

Legend:



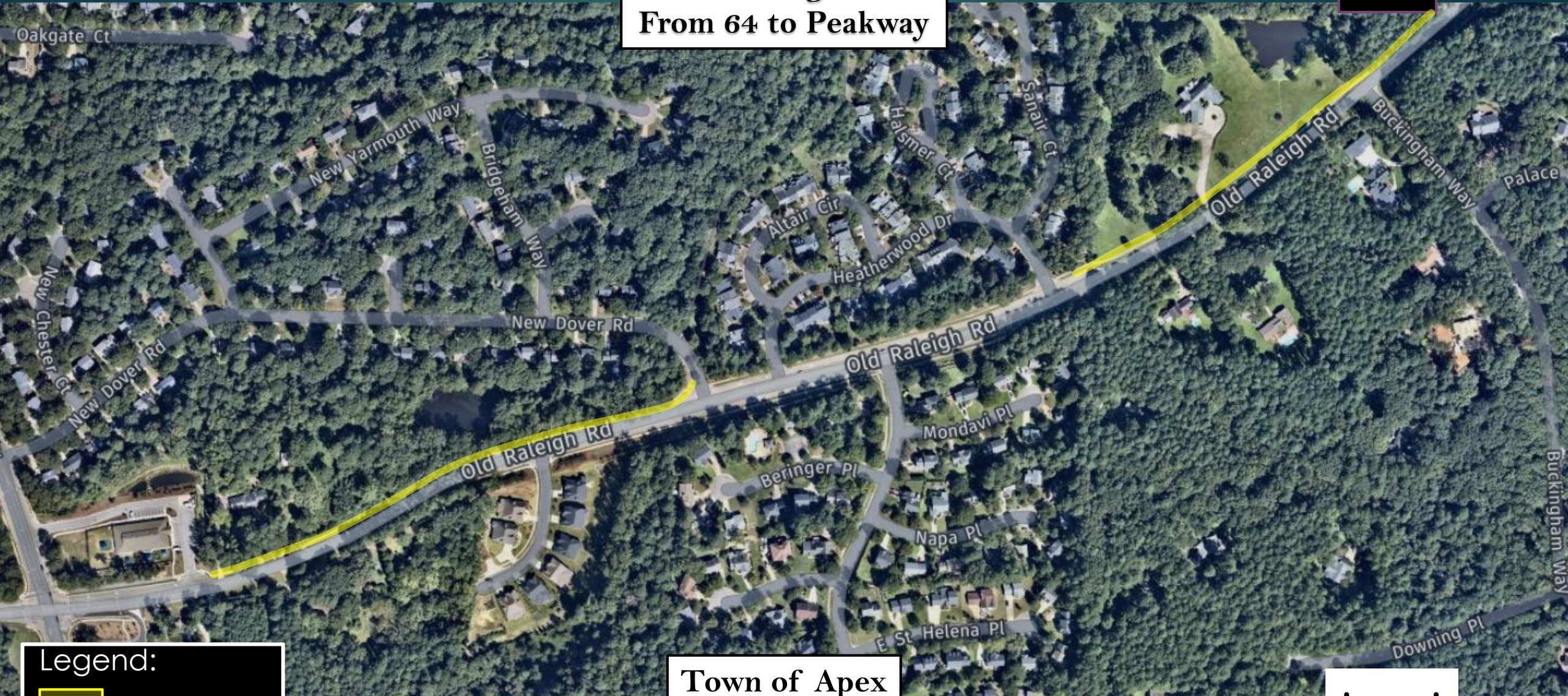
Landscaped Areas



Uncut Areas

200ft

Old Raleigh Rd.
From 64 to Peakway

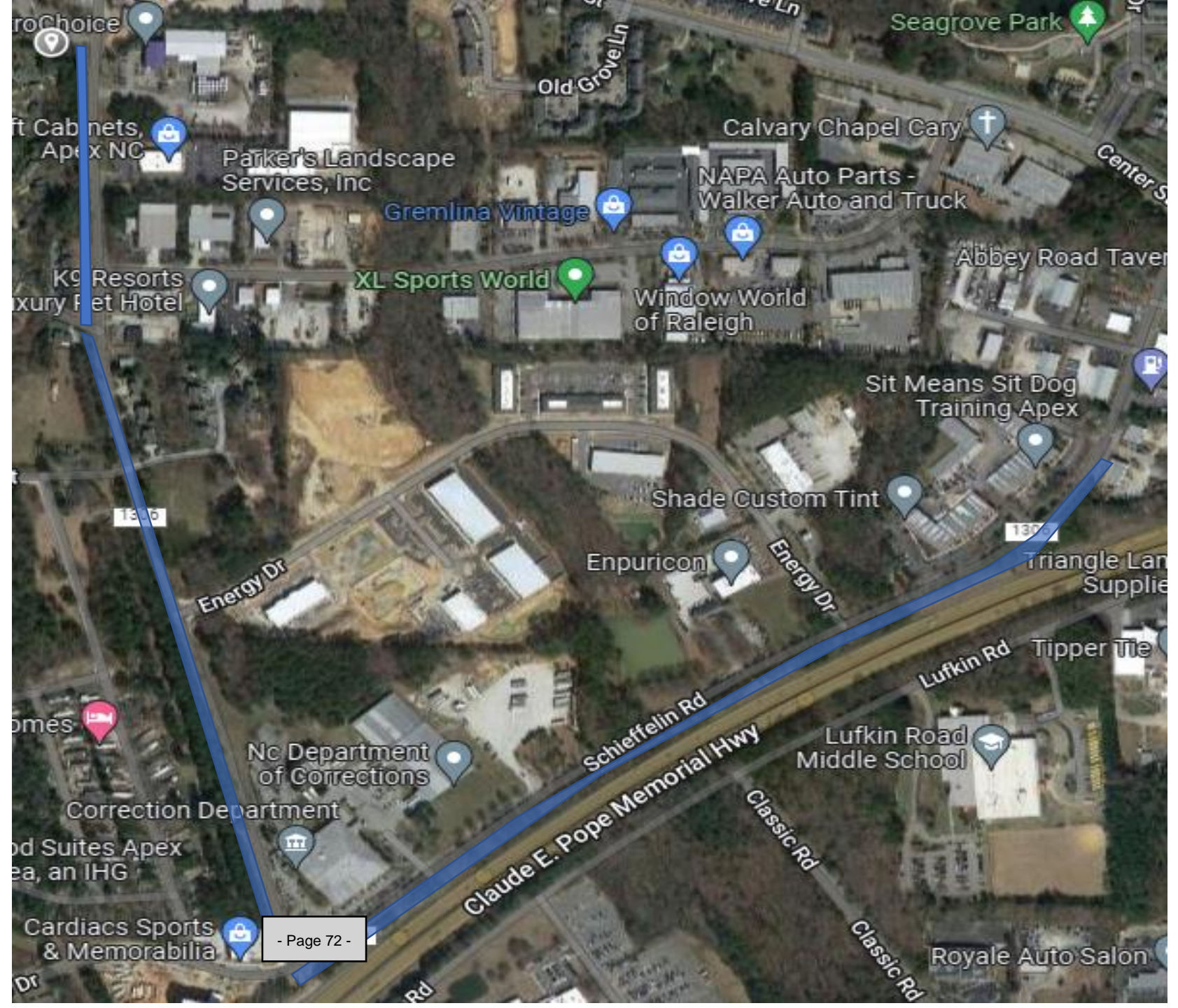


Legend:

-  Landscaped Areas
-  Uncut Areas

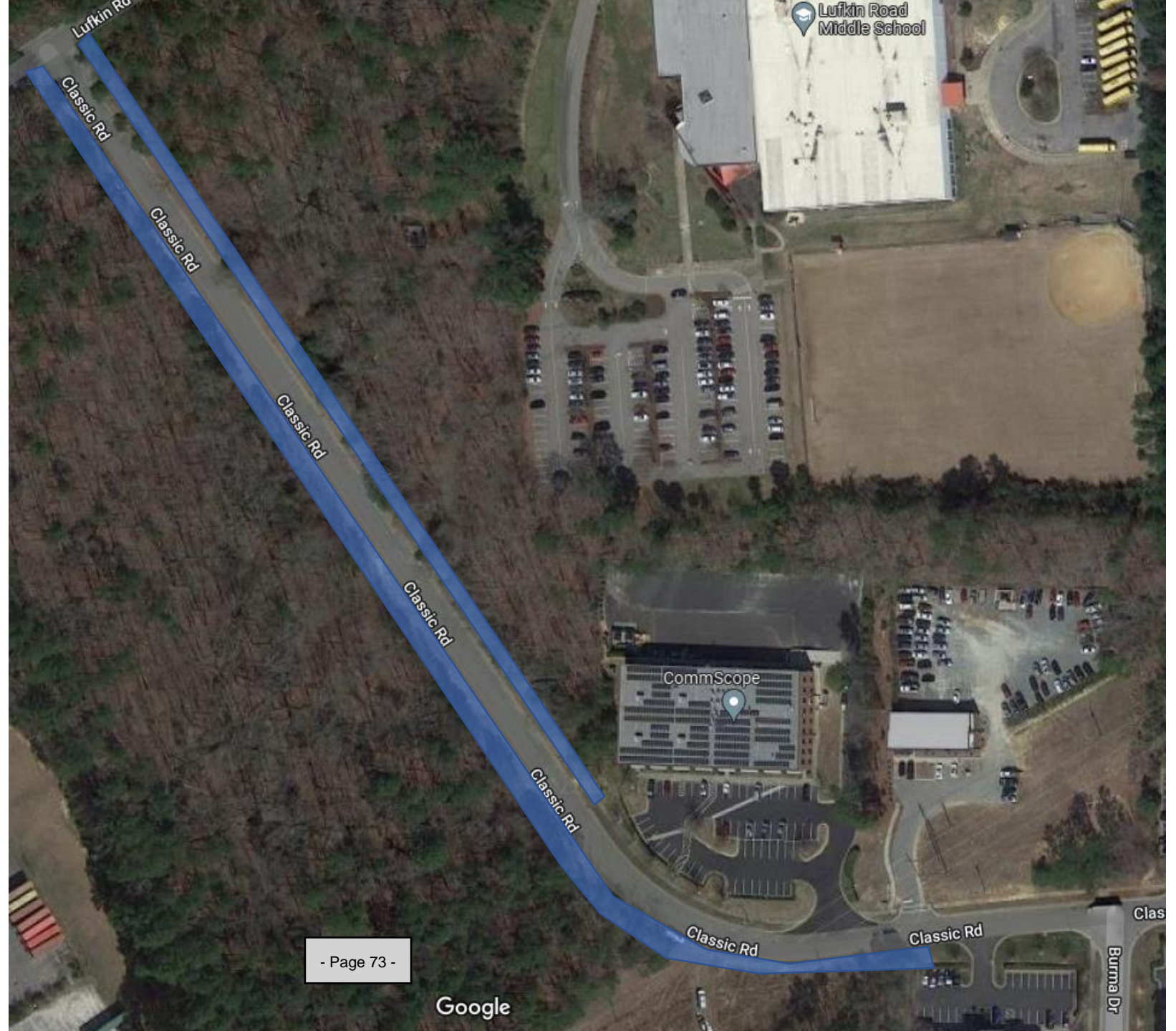
Schieffelin Rd.

Roughly 1.5 miles. Just maintaining the right side of the road from Apex peakway through stop sign continuing back around to Apex Sales towards Center St.



Classic Rd. to Burma Dr.

Roughly 1,700ft from
Lufkin Rd. to Burma Dr.
on the right side of
roadway from Lufkin Rd.
On the left side of
Classic Rd. roughly
1100ft to maintain.
Maintain from road to
wood line on both sides
of roadway



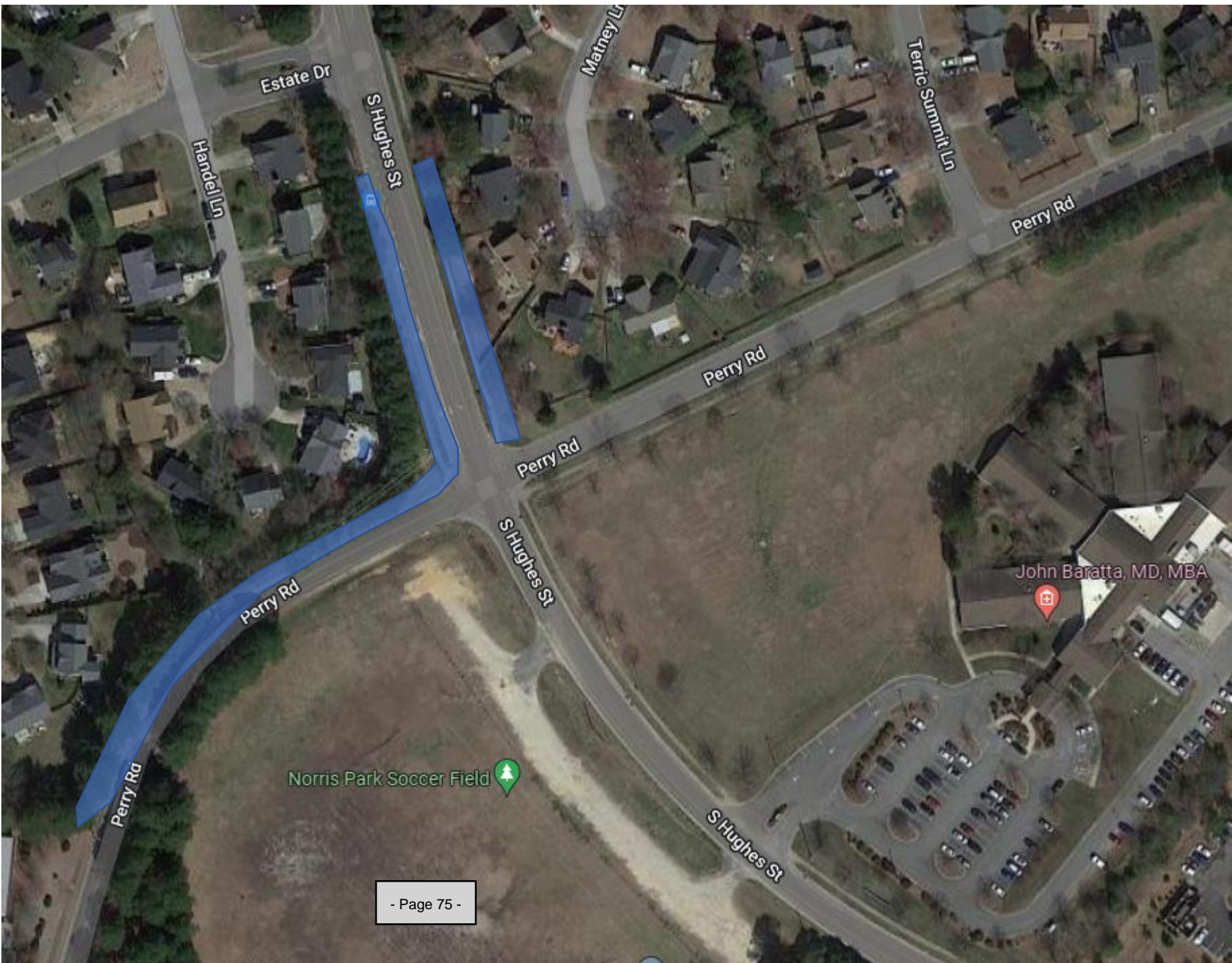
Morris Acres Rd/Jenks Rd

Maintain all four
graudrails and side walks
on Jenks Rd at NC540.
Roughly 2000 ft of grass
and sidewalk. Keep
guardrails clear of
vegetation. Maintain
2700ft of ROW on both
sides of Morris Acres Rd.
appox. 20ft ROW



Perry Rd/ Hughes St.

Maintian approx. 1100ft of ROW on at the intersection of Hughes and Perry.



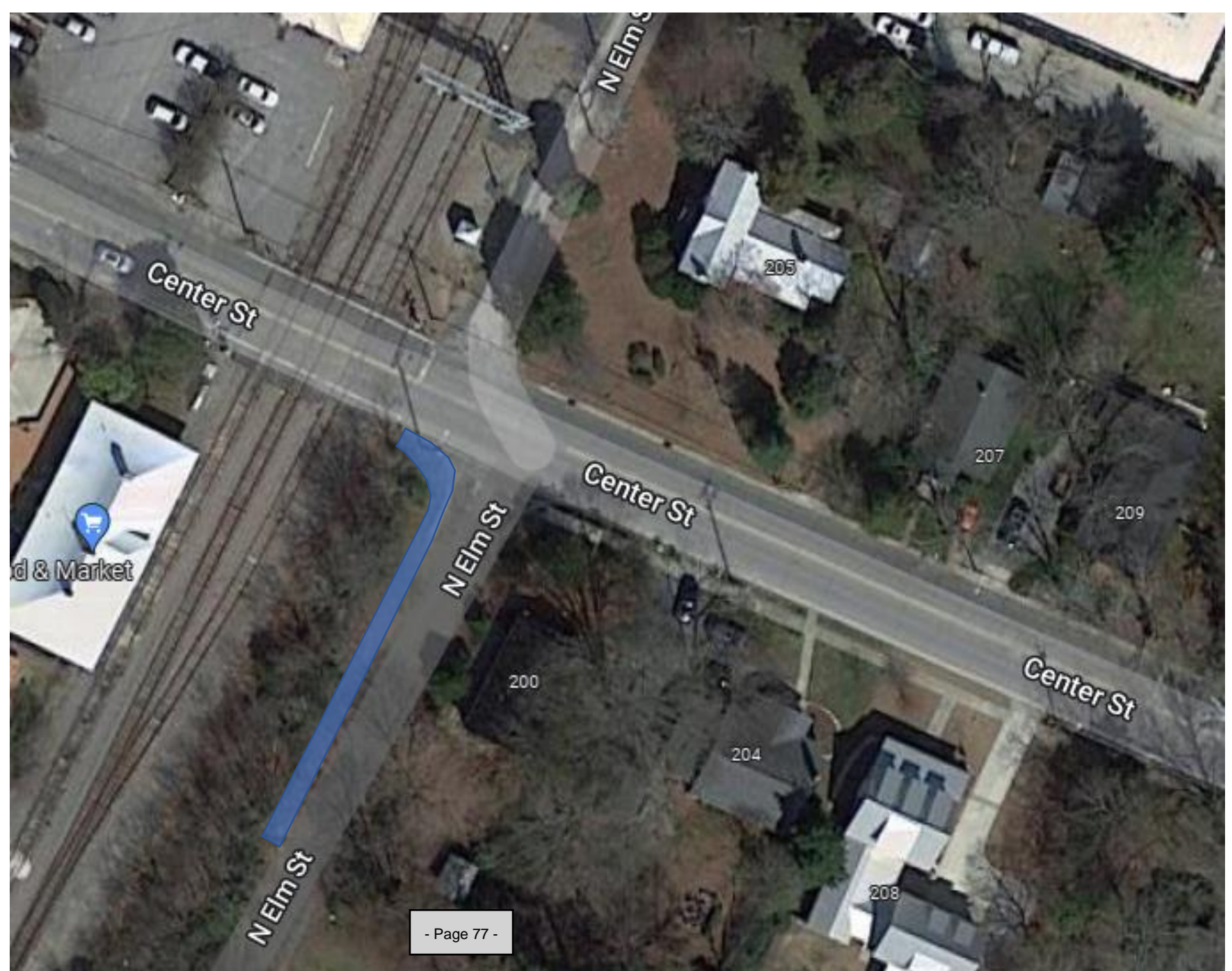
Apex Peakway and S Salem St

Maintain Island on Apex Peakway at intersection of Peakway and Salem St.
Maintian appox. 2.6 acre field at corner of Peakway and Salem. Maintain appox
3500ft of ROW along S Salem st. from Water tower to Peakway.



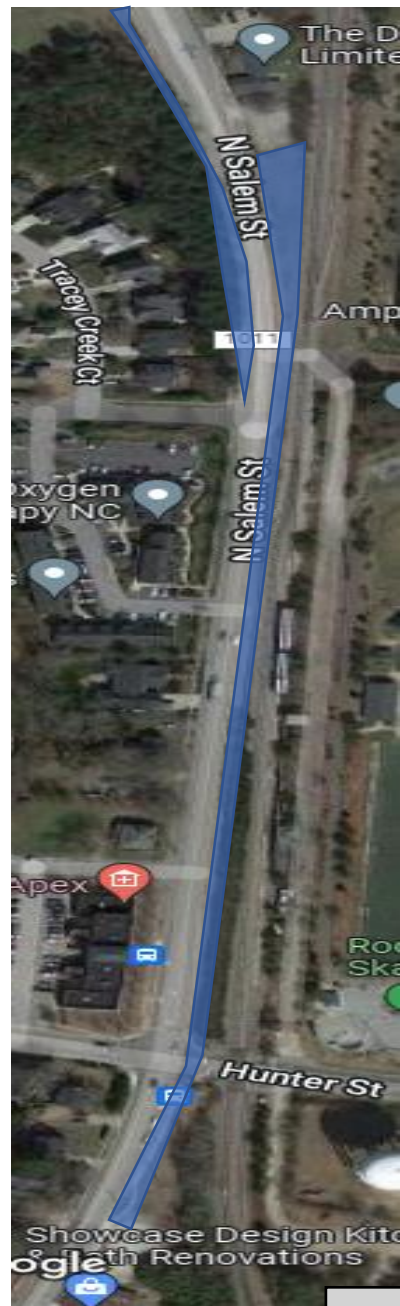
S Elm St. at Center st

Maintian Row at corner,
approx. 200ft



**Salem St (Doggie Day
care to 410 Salem
st.)**

Maintain approx.
2100 ft of Row along
Salem St.



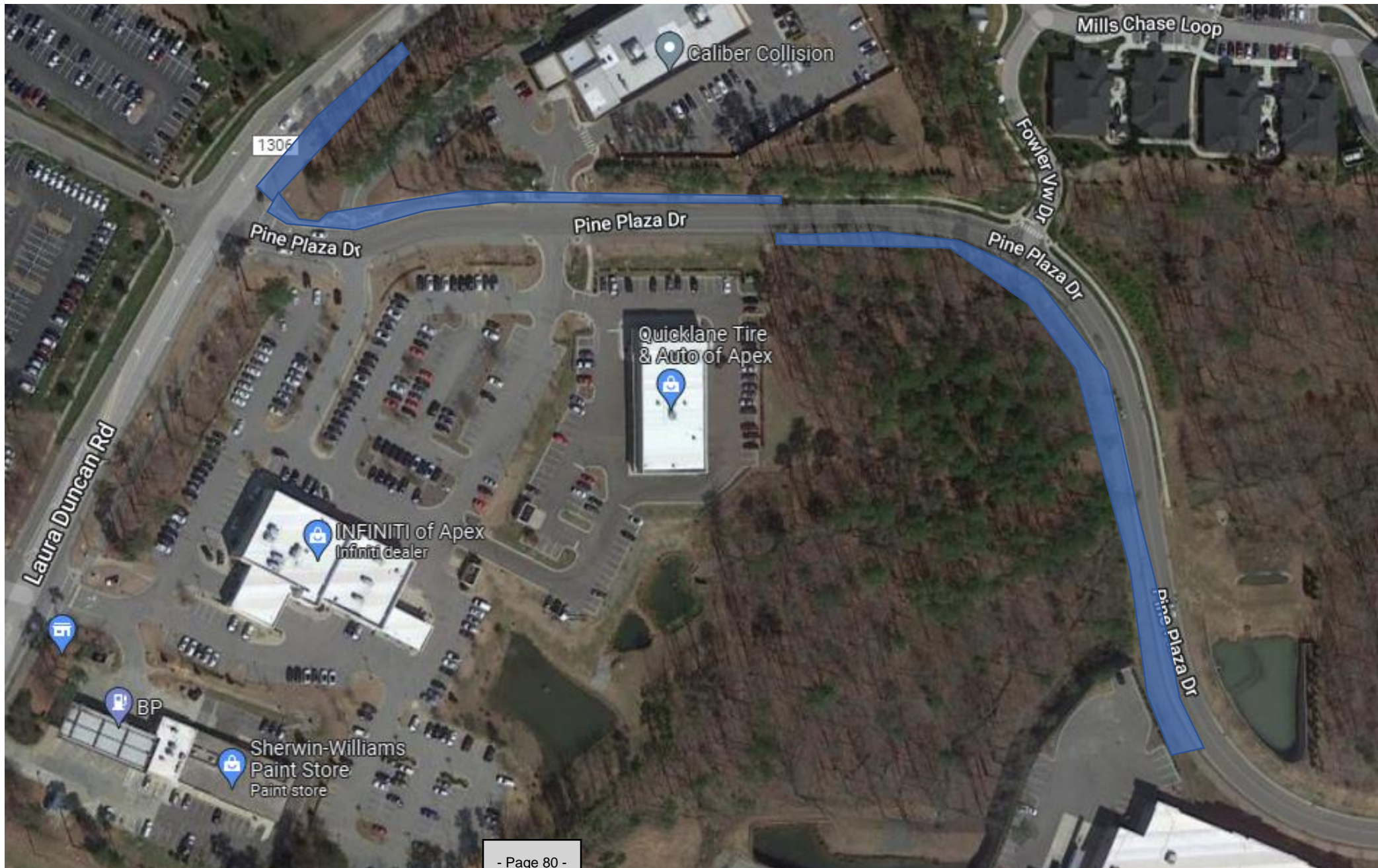
Corner of Ambergate Station and Peakway

Maintain ROW on the corner in both directions from Ambergate Station, approx. 500ft.



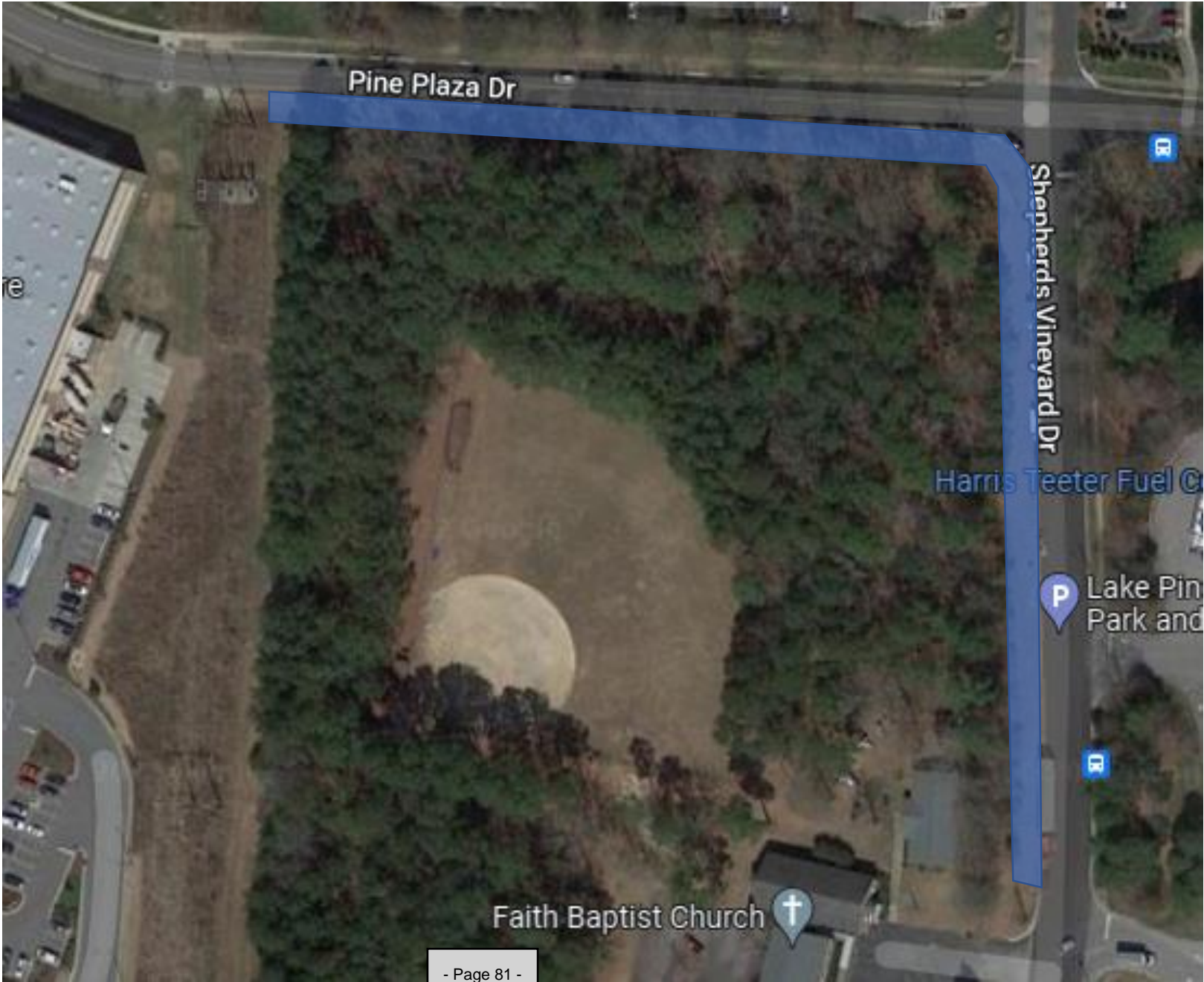
**Laura Duncan and
Pine Plaza Dr**

Maintian approx.
1500ft of ROW



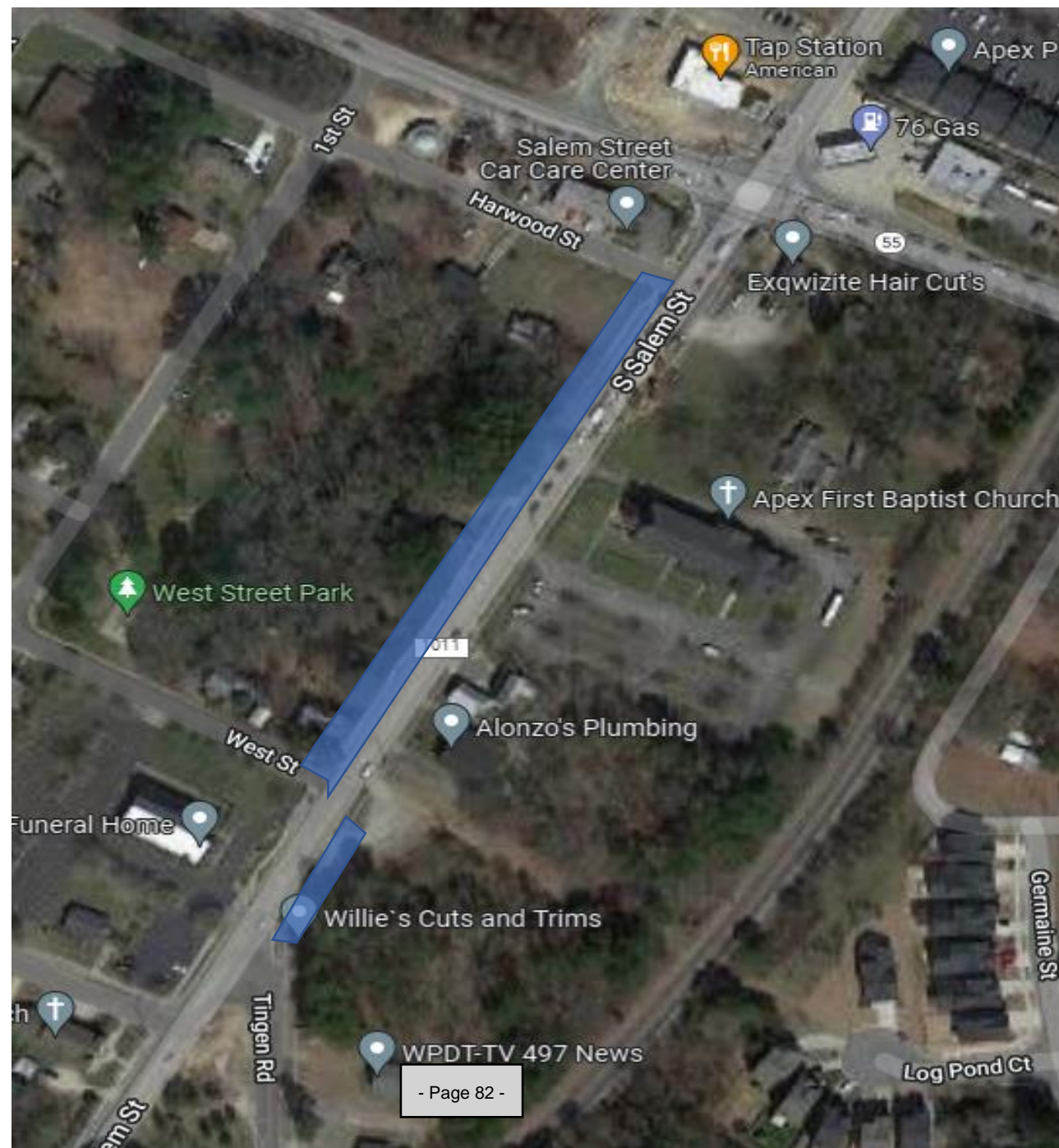
**Shepards Vineyard to Pine
Plaza dr.**

Maintain approx. 1100ft of
ROW



**Tingen Rd to
Harwood St.**

Maintain ROW
approx. 650ft



Town Hall
Area/Corner

Maintain ROW on all
four corners to wood
line or 20ft from
roadway
Approx. 2750ft



Lake Pine Dr at US 64

Maintian flower beds
at intersection



Property Name	Annual Cost
Apex Barbecue Rd	\$ 5,760.00
Apex Peakway	\$ 29,352.00
NC 55 & US 1 Interchange	\$ 9,120.00
NC55 & US 64 Interchange	\$ 8,640.00
US 1 & 1010 Lufkin Interchange	\$ 10,548.00
Beaver Creek Commons	\$ 7,680.00
Olive Chapel Southern Sidewalk	\$ 5,760.00
Downtown Area and Caboose	\$ 32,832.00
Town Campus, 320 N. MasonSt & Strollway	\$ 56,064.00
PW Operations, Cemetery and Fire Admin	\$ 33,852.00
Fire Station 2	\$ 8,016.00
Fire Station 3	\$ 7,944.00
Fire Station 4	\$ 9,288.00
Fire Station 5	\$ 9,888.00
East Williams Substation	\$ 2,880.00
Laura Duncan Substation	\$ 2,400.00
Elm St & East Moore RR closing	\$ 2,484.00
Waste Water Treament Plant	\$ 17,172.00
2850 Milano Ave. Electrical Facility & Substation	\$ 29,076.00
Highway 64 *with new beds at Lake Pines*	\$ 88,224.00
Highway 55/ Salem to Old Smithfield Rd.	\$ 41,436.00
Schieffelin Rd	\$ 3,300.00
Classic Rd to Burma Dr	\$ 2,964.00
Morris Acres Rd/Jenks Rd	\$ 3,996.00
Perry Rd/Hughes St.	\$ 2,448.00
Apex Peakway and S Salem St	\$ 3,060.00
S Elm St at Center St	\$ 2,124.00
Salem St (Doggie Day Care to Salem St	\$ 3,912.00
Corner of Ambergate Station and Peakway	\$ 3,060.00
Laura Duncan and Pine Plaza Drive	\$ 4,140.00
Shepards Vineyard to Pine Plaza Drive	\$ 3,204.00
Tingen Rd to Harwood St	\$ 3,060.00
Town Hall Area/Corner	\$ 4,944.00
Wake Med/ Zeno Rd.	\$ 4,800.00
Lake Pine Dr. @ US 64	\$ 2,000.00
Old Raleigh Rd	\$ 12,948.00
Total	\$ 478,376.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alera Group 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Johnna Moore	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: johnna@bagwellinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Co.	
	INSURER B : Builders Mutual Insurance	
INSURED Greenscape, Inc. 412 Woodburn Road Ste. 002 Raleigh, NC 27605	NAIC #	
	10677	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

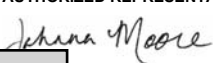
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0599910	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EBA 0599913	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EPP 0599910	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WCP107664902	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/rented equip			EPP 0599910	1/1/2022	1/1/2023	Limit 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Apex is named as additional insured to the general liability and auto liability. Coverage is primary and non-contributory. A waiver of subrogation applies.;

CERTIFICATE HOLDER

CANCELLATION

Town of Apex PO Box 250 Apex, NC 27502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Patrick Lechner, Facilities & Grounds Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to approve a standard services agreement with Siemens Industry, Inc. to provide technical support services for facilities and authorize the Town Manager to execute the agreement.

Approval Recommended?

Yes

Item Details

Siemens Industry, Inc. has provided services to the town and is familiar with our systems. This agreement extends our relationship for a minimum of 3 years starting July 1, 2022. Siemens will provide Building Automated System (BAS) services for Town of Apex Facilities according to attached proposal titled Proven Outcomes, Service Agreement for Town of Apex, May 17, 2022, Proposal # JAL2202006 and Town contract conditions.

Total cost is as outlined in Section 4.1 of attached Proposal # JAL2202006.

Attachments

- Signed Standard Service Agreement
- Proposal # JAL2202006



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # [Click here to PO #](#)
STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this ____ day of _____, 2022 by and between, **Siemens Industry, Inc.**, a North Carolina corporation with its principal business offices located at **215 Southport Drive, Suite 900 Morrisville, NC 27560** (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: **remote specialist support, business protection and recovery, systems health analytic reports, operator coaching / training, system improvement, technical support, annual proven outcomes review** all as outlined in attached Proven Outcomes Service Agreement for Town of Apex, Proposal # JAL2202006 dated May 17, 2022 (hereinafter “Proposal”).

In the event of a conflict between the terms of the attached Proposal and this Agreement, this Agreement shall control. Specifically, the Terms and Conditions referenced in the Proposal, both by language in the Proposal and by reference to an online document, do not apply to the services contemplated by this Agreement.

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 **2** days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2025. Contractor shall also comply with all timelines and deadlines documented in the Proposal. 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 yearly sums as follows:
Year 1 (July 1, 2022 – June 30, 2023): \$37,920.00

Year 2 (July 1, 2023 – June 30, 2024): \$39,058.00

Year 3 (July 1, 2024 – June 30, 2025): \$40,229.00

Upon completion of yearly services Contractor will invoice the Town. Invoices will be paid by the Town within 30 days from receipt of invoice. 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, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

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:

Attn: Joseph Latore

Contractor: Siemens

Address: 215 Southport, Dr. Suite 900,

Morrisville, NC 27560

Email: joseph.latore@siemens.com

TO TOWN: Town of Apex

Attention: [Patrick Lechner](#)

PO Box 250

Apex, NC 27502

Patrick.lechner@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

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 ____ day of _____, 2022.

Contractor

Name: _____

Name of Contractor (type or print)

By: _____

(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest:

Town Clerk

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

Vance Holloman, Finance Director

The Siemens logo, consisting of the word "SIEMENS" in a bold, teal, sans-serif font.

SIEMENS

Ingenuity for life

Proven Outcomes

Service Agreement for Town of Apex

May 17, 2022

Proposal # JAL2202006

Restricted © Siemens AG 2017

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1 Overview

1.1 Executive Summary

The Outcome Based Service Offering proposed in this agreement is specifically designed for Town of Apex in order to meet the mutually agreed upon specific business needs below:

- **System Efficiency:** Maintain the health of the building management system to ensure efficient building operation. Work with Town of Apex to address current control improvement initiatives.
- **Environment:** Assist the Town of Apex in providing a safe, quality, and comfortable environment for building occupants.
- **Team Proficiency:** Assist the Town of Apex team with training and support needed to give them the tools to provide exceptional service in their day-to-day responsibilities.

Vision

This agreement will serve as the cornerstone of a relationship whereby Siemens Industry, Inc. assists Town of Apex in operating an exceptionally quality and energy efficient facilities.

You have made a significant investment in your facilities and their complex technical systems which are critical to the safety, quality of service and cost effectiveness of the facilities. This proposed service solution, our Service Agreement, will proactively serve to optimize that substantial investment through an integrated program of services by our highly trained technical staff. By Benchmarking and measuring throughout the process, Siemens will provide the Town of Apex with real data to help direct decisions regarding the building systems.

Our Proven Outcomes Service Framework has three primary components:

Define

We work with you to understand your goals and strategies, and ultimately Key Performance Indicators (KPI's). By establishing KPI's, we ensure that a service program is designed with them in mind, so the expected results will be achieved and measured.

Deliver

We deliver services that are directly aligned with the expected outcomes (KPI's). This helps to ensure that the services and tasks are aligned with your goals. In addition, we provide transparency to the services as they are performed

Demonstrate

We quantify performance against your KPI's and review this performance with you on a *quarterly* basis. We also review any recommendations for improvement and establish next steps with you. This keeps the services we provide relevant to your needs. The Proven Outcomes Service Framework is a collaborative approach which ensures that we work together and ultimately help you achieve organizational outcomes.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Service Summary Overview

- Remote Specialist Support Services – 8 hours
- Business Protection & Recovery Services
- Systems Health Analytic Reports
 - Semi-Annual Automation Health Reports
 - Semi-Annual Zone RX Report
- Operator Coaching / Training
 - Quarterly Training sessions to re-enforce controls strategies and operation
- Systems Improvement Services
 - Monthly Onsite System Improvement Initiative Support
- Technical Support Services
 - Siemens Software Subscription Updates – Desigo CC
- Annual Proven Outcomes Review
- Buildings covered include – Town Hall, Community Center, Cultural Arts Center, Public Works Operations, Public Safety #4, Police Station, Public Works P&I & Admin, Nature Park, Electric Ops Center (Added in 2021), Senior Center (Added in 2021)

1.3 Goal Alignment

Goal Alignment

Town of Apex has a multitude of facility goals. Siemens can have a direct impact on many of these, which are measurable. The Proven Outcomes based service plan herein is written with these goals as the drivers. The primary focus of the Town of Apex is to provide a safe, quality, and comfortable environment for the facility occupants.

1.) System Efficiency – using our Automation Health Reports and collaboration between Town of Apex and Siemens, we will identify and take action on system improvement measures discovered.

2.) Zone Comfort – Siemens will use the ZoneRx analytics reporting to identify, investigate, resolve and report zone deficiencies/repairs.

3.) Training – Siemens will discuss topics of focus with Town of Apex to set-up and provide training for the Apex team to further their understanding and comfortability with building systems and operation.

1.4 Key Performance Indicators (KPI's)

Key performance indicators to measure goal alignment

- **# Point in Operator, Unique Alarms, Failed Points identified and addressed**
- **# of Spaces that meet +/- 3 degrees of Setpoint**
- **% of team members trained and show of proficiency based on the material presented**

1.5 Current Situation

Siemens Industry, Inc. has been providing services to the Town of Apex for several years. This long-standing relationship has allowed the Town of Apex to provide a safe, quality, comfortable environment, stay current with technology and manage utility costs to a degree. The intent of this outcome-based agreement is to continue down the path to better measure the impact of these services and provide information for the Town of Apex to make informed decisions about their facilities.

1.6 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

		
<h4>Manage System Operation & Compliance</h4>	<h4>Optimize Performance & Productivity</h4>	<h4>Protect Lifecycle Investment</h4>
<p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> • Optimized comfort, safety, and security • Fulfilled regulatory requirements • Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p>	<p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> • Enhanced system performance • Streamlined operational processes • Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p>	<p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> • Extended system life • Maximized return on investment • Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p>

Performance Reporting • Quality Assurance Meetings

2.1 HVAC CONTROL SERVICES – Automation

Emergency Online/Phone Response:

To provide faster response to emergency service requests and to reduce the costs and disruptions of downtime, we will use our Powerful Online Support Technologies (POST), and respond online within 2 hours of receiving notification for emergency service during the hours of Monday through Friday, 8 a.m. to 5 p.m. Emergencies will be determined by the Apex Town Campus staff and Siemens Industry Inc.

Emergency Onsite Response: Monday through Friday, 8 a.m. to 5 p.m.

To reduce the costs and disruptions of downtime when an unexpected problem does occur, we will provide Emergency Onsite Response within the next business day upon your notification. We will provide this service between scheduled service calls, Monday through Friday, 8 a.m. to 5 p.m., to minimize downtime. Non-emergency calls, as determined by your staff and Siemens will be incorporated into the next scheduled service call. **(Performed on a Time & Material basis)**

Business Protection & Recovery Services

Through this service we help protect your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform scheduled database back-ups of your Insight workstation database & graphics and field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we can respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible.

Remote Specialist Support Services –8 hours per year

System software troubleshooting and diagnostics will be provided by remote technicians to provide faster response to emergency service requests and to reduce the costs and disruptions of downtime. We will provide this service Monday through Friday, 8 a.m. to 5 p.m. Online service technology enables us to remotely dial into your Building Management System, through a dedicated connection provided by the Town of Apex. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

2.1.1 Automation Services for Indoor Environmental Performance

Proven Outcomes Data Generation

Under this agreement we shall generate and organize data to drive our services. The following tools will be used to generate and report this data: Automation Health Report and ZoneRx. The results will drive the resolution tasks and feed the annual KPI reporting.

Definitions of these services are below.

System Reporting – via Automation Health Report

Automation Health is a report-based Digital Service which provides customers with an assessment of their building automation system. It includes—among many other items—a panel summary for lifecycle planning, a table of generated alarms over a defined period of time (30/60/90 days), and a detailed listing of failed points and points in operator override.

Siemens will create an Automation Health Report for the Town of Apex Siemens System on a semi-annual basis and will be provided to the Town and service technician to be used to investigate and take corrective action through the Task-Based Services listed below. Siemens will provide feedback during our annual Proven Outcome meeting with the details in the report and resolutions taken to address issues.

Building Zone Reporting – via ZoneRx

ZoneRx is a report-based Energy Service that allows customers to evaluate the performance of their standard-application Siemens zone controllers (P1 or BACnet TECs and DXRs). This report will identify basic faults (failed terminal unit controller, room temperature deviation, VAV airflow deviation, valve control issues, etc.), prescribe recommended repairs and corrective actions for each identified fault, estimate energy and operational impact if identified issues are corrected, and track identified faults and resolutions from previous report iterations. Siemens will create a ZoneRx Report for the Town of Apex Siemens System on a semi-annual basis and will be provided to the Town and service technician to be used to investigate and take corrective action through the Task-Based Services listed below. Siemens will provide feedback during our annual Proven Outcome meeting with the details in the report and resolutions taken to address issues.

Monthly Task-Based Services

Under this agreement we shall provide services specifically scoped to help your team accomplish your facility goals. These services are defined below and will be conducted on normal business days and hours, during scheduled visits or may be performed remotely.

Definitions of these services are below.

Monthly System Improvement Support (1 day/month or 12 days/yr) – from AHR and ZoneRx Reports and Customer Directed Requests

Siemens will utilize an onsite technician to address and resolve faults identified through the semi-annual reports. The intent is to ensure that the Town of Apex building automation system is operating at optimal conditions.

Technical Support Services

Under this agreement we shall provide services specifically scoped to help your team accomplish your facility goals. These services are defined below.

Siemens Software Support Services – Desigo CC

A Software Support Agreement is a vital component of your comprehensive security support plan. On an annual basis, the latest Desigo CC software revision will be installed to provide the most advanced security features and functionality. Software patches will be installed when available and incorporated into new releases to enhance performance and maximize uptime. You will have peace of mind knowing that your system software is at the most current release.

Siemens will provide you with an annual revision upgrade to your existing Siemens Desigo CC graphical software. We will provide corresponding support documentation outlining the features of the releases. Included is onsite training to familiarize you with the new features along with their associated benefits. This update delivers the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. (Upgrades to PC's and related workstation hardware are excluded.)

2.2 Proven Outcomes Meetings

Proven Outcomes Meeting – Annual KPI Performance Review

Through implementation of our Proven Outcomes agreement, Siemens will ensure that our delivered services are of the highest quality. Siemens will meet with the Town of Apex on an annual basis to track our KPIs. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your agreement. We will discuss the performance of your systems, your facilities, and make recommendations for improvement.

Siemens will provide this Proven Outcomes review to directly addresses the KPIs we agreed upon and are listed in section 1.4 of this agreement. Along with highlighting the KPIs, Siemens will include detailed supporting documentation. This annual KPI review presentation is the cornerstone of the Proven Outcomes methodology.

3 Service Implementation Plan

3.1 HVAC Control Services – Automation On-site Response Time and Call Windows

Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	Next Day
Response time - onsite for non-emergency	Next scheduled service visit
Hours of Service	Monday – Friday, 8 a.m. to 5 p.m.
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

List of Maintained Equipment, Software, Firmware and Control Loops

Qty	Equipment	Manufacturer	Serial/Model No.	Size	R&R Coverage See Code Key
2	PXCM – Ethernet Modular Building Controller	Siemens Industry, Inc.	Town Hall		D
91	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
1	FLNC – Floor Level Network Controller	Siemens Industry, Inc.			D
1	Apogee Desigo Software	Siemens Industry, Inc.	Community Center		A
5	PXCM – Ethernet Modular Building Controller	Siemens Industry, Inc.			D
22	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
1	PXCM – Ethernet Modular Building Controller	Siemens Industry, Inc.	Cultural Arts Center		D
1	PXCM BACnet MS/TP Ethernet Gateway	Siemens Industry, Inc.			D
18	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
1	Ethernet PXCM – Programmable Controller	Siemens Industry, Inc.	Public Works Operations		D
11	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
1	Ethernet PXC-C Programmable Controller	Siemens Industry, Inc.	Public Safety #4		D
6	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
2	Ethernet PXCM – Programmable Controller	Siemens Industry, Inc.	Police Station		D
38	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
4	Ethernet PXC-C Programmable Controller	Siemens Industry, Inc.	Public Works P&I & Admin		D
3	TEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
2	PPM – Point Pickup Module	Siemens Industry, Inc.			D

1	Ethernet PXC-C Programmable Controller	Siemens Industry, Inc.	Nature Park		D
6	ATEC's – Terminal Equipment Controllers	Siemens Industry, Inc.			D
1	TEC's – Terminal Equipment Controller	Siemens Industry, Inc.			D
2	Ethernet PXC-C Programmable Controller	Siemens Industry, Inc.	Apex Senior Center		D
1	PXCM – Ethernet Modular Building Controller	Siemens Industry, Inc.			D
12	Variable Frequency Drives (VFD)	Siemens Industry, Inc.			D
24	DXR's – Room Automation Application Controller	Siemens Industry, Inc.			D
1	PXCM – Ethernet Modular Building Controller	Siemens Industry, Inc.	Apex Electrical Operations Center		D
19	DXR's – Room Automation Application Controller	Siemens Industry, Inc.			D

Repair & Replacement Coverage Code Key:

- A = Labor & Materials Included
- B = Labor Included & Materials Not Included
- C = Labor Not Included & Materials Included
- D = Labor Not Included & Materials Not Included

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a Remote Services Specialist. Siemens is looking to move to a more digital workspace hour than a physical workspace hour. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Joe Latore - Sales Account Representatives

manage the overall strategic service plan based upon your current and future service requirements.

Jason Lambert – Client Services Manager

is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Christian Anderson - Primary Service Specialist is responsible for performing the ongoing service of your system.

Drew Tysinger - Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Digital Service Center – Remote Services

Specialist is responsible for remote services including report generation and backups.

Craig Martin - Service Operations Manager

is responsible for managing the delivery of your entire support program and service requirements.

Vonda Harrison - Service Coordinator is responsible for scheduling your planned maintenance visits and handling your emergency situations by taking the appropriate action.

Allyson Okin - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
215 Southport Drive, Suite 900
Morrisville, NC 27560

Town Of Apex
P.O. Box 250
Apex, NC, NC 27502

Services shall be provided at Town Hall, Community Center, Cultural Arts Center, Public Works Operations, Public Safety #4, Police Station, Public Works P&I & Admin, Nature Park, Electric Ops Center, and Senior Center.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 5/17/22 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 7/01/2022 and from year to year thereafter.

Initial Term Investments:

	3 Year Agreement Pricing		
	ANNUAL	SEMI-ANNUAL	QUARTERLY
Year 1	\$37,920	\$38,299	\$38,678
Year 2	\$39,058	\$39,448	\$39,839
Year 3	\$40,229	\$40,632	\$41,034
TOTAL INVESTMENT	\$117,207	\$118,379	\$119,551
Billing Terms Accepted (please initial or sign under one option)			

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the terms and conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

Proposal accepted by:
Town of Apex Representative

Proposal submitted by:
Joe Latore
Siemens Industry, Inc.

Signature _____ Date _____

Signature _____ Date _____

P.O.# _____

- ☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

- ☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Craig Martin
Service Operations Manager

Signature _____ Date _____

Siemens Industry, Inc.
Building Technologies Division

5/17/2022

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5 Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(<https://www.siemens.com/download?A6V11628573>)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)

[SI Online Backup and Data Protection](#)

(<http://www.siemens.com/download?A6V10946174>)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Patrick Lechner, Facilities & Grounds Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to approve a standard services agreement with Worrie Free Cleaning Services, LLC to provide janitorial services for town owned facilities and authorize the Town Manager to execute the agreement.

Approval Recommended?

Yes

Item Details

A Request for Proposals to provide janitorial services and specialty cleaning services for a 3-year period was issued via Apex bidding site on March 14, 2022. A pre-proposal meeting and site visit was held on March 28, 2022. A total of five janitorial contractors bid on the RFP. The contractors are as follows: A&B services, American Facility services, Blink, Worrie Free Cleaning Services, and Service Master.

After reviewing all submissions and conducting reference checks, Worrie Free Cleaning Services was chosen as our vendor for janitorial services. Worrie Free Cleaning Services is based out of Raleigh, NC, and is minority owned and operated. The owner provides QA/QC of work performed.

The cost for services is as shown in Exhibit B.

Attachments

- Signed Standard Service Agreement
- Exhibit A- Building Information
- Exhibit B- Cost



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # [Click here to PO #](#)
STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, [2022](#) by and between, Worrie Free Cleaning Service, LLC , a North Carolina limited liability company with its principal business offices located at 6300 Creedmoor Rd. Suite 170-111 Raleigh NC, 27612 (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: [Provide custodial and specialty cleaning services as described in the attached exhibit "A" at the locations and frequencies as outlined in exhibit "A" which is hereby incorporated by reference into this agreement. The Contractor acknowledges that it has been made aware of the street addresses of each of the locations described in the cost of this agreement as described in exhibit "B", attached hereto and hereby made part of this Agreement.](#)

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 [2](#) days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2025. 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 sum of \$[25,459.92](#) for Daily Services each full month through June 30, 2023 (or an appropriately reduced portion of the monthly sum if services were not rendered fully for the initial [month](#)). The monthly cost is broken down as detailed in the

attached Exhibit “B” Daily Services. The Town will also pay for Specialty Services as shown on Exhibit B2 “Specialty Services” which is hereby incorporated by reference into this Agreement. The Parties hereby recognize and agree that the total cost for the first full year of services as shown on Exhibit “B” Daily Services & “B2” Specialty Services” is \$374,596.04 and the amount invoiced will not exceed this amount for the first year. The Parties agree that this sum will be used for the purpose of calculating the cost increase for year 2 of the Agreement (July 1, 2023 – June 30, 2024) as shown on Exhibits B and B2 but that this sum is not owed by the Town prior to July 1, 2023 as a full year of services will not have been provided by the Contractor. The cost increase provided for in this Agreement shall begin on July 1, 2023 based on a prior yearly cost of \$374,596.04. Increases for future years will be as detailed in Exhibit B and B2. Contractor shall invoice the Town monthly (no earlier than the first of the month for work performed for the previous month). Additional Services identified in Exhibit B1 “Day Porter Services” are included in the total sum of the annual contract. Invoices to be paid according to the following schedule: 30 days from receipt of invoice. 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, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

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:

Attn: Rudolph Forte

Contractor: Worrie Free Cleaning Services

Address: 6300 Creedmoor Rd. Suite 170-
111 Raleigh NC, 27612

Email: noworries@worriefreecleaningservices.com

TO TOWN: Town of Apex

Attention: [Patrick Lechner](#)

PO Box 250

Apex, NC 27502

patrick.lechner@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

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 ____ day of _____, 2022.

Contractor

Name: _____

Name of Contractor (type or print)

By: _____

(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest:

Town Clerk

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

Vance Holloman, Finance Director



CUSTODIAL SERVICES INTERNAL OPERATIONS

EXHIBIT "A"

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TOWN OF APEX
FACILITIES

Section 1 – Buildings Serviced and Daily Service Cycle

1.1 Town Hall

- ~44,465 sf
- 11 Restrooms
- 4 Stairwells (6 flights total)
- 5 days/week (Monday - Friday)

1.2 Public Works Administration Building

- ~10,529 sf
- 4 Restrooms
- 1 Stairwell (1 flight total)
- 5 days/week (Monday - Friday)

1.3 Public Works Operations Building

- ~7,700 sf
- 8 Restrooms
- 1 Stairwell (1 flight total)
- 5 days/week (Monday -Friday)

1.4 Public Works Purchasing Building

- ~1,952 sf
- 2 Restrooms
- 0 Stairwells
- 5 days/week (Monday - Friday)

1.5 Waste Water Treatment Plant

- ~3,511 sf
- 3 Restrooms
- 0 Stairwells
- 5 days/week (Monday -Friday)

1.6 Halle Cultural Arts Center

- ~10,354 sf
- 5 Restrooms
- 1 Stairwell (1 flight total)
- 7 days/week

1.7 Community Center

- ~44,147 SF
- 6 Restrooms
- 0 Stairwells

- 6 days/week from June 1st through September 8th (Monday - Saturday)
- 7 days/week from September 9th through May 31st

1.8 Apex Police Department

- ~34,645 sf
- 11 Restrooms
- 4 Stairwells (4 flights total)
- 3 days/week (Mon, Wed & Fri)

1.9 Public Safety Station 4 (Only Police portions. Fire is not a part of contract)

- 3 days/week (Mon, Wed & Fri)

1.10 Public Safety Station 5 (Only Police portions. Fire is not a part of contract)

- 3 days/week (Mon, Wed & Fri)

1.11 Depot (Excluding storage area)

- ~1,800 sf
- 2 Restrooms
- 0 stairwells
- 5 days/week (Monday -Friday)

1.12 Electrical (Excluding storage and bays)

- ~20,978 sf
- 6 Restrooms
- 2 Stairwells
- 5 days/week (Monday –Friday)

1.13 Senior Center

- ~29,085 sf
- 6 Restrooms
- 2 Stairwells
- 7 days/week (day/time may vary)

Note: The above schedule will be affected by certain Town holidays, events, meetings or hazardous weather days when Town Buildings are closed. In such instances, the Janitorial Supervisor shall adjust their cleaning schedule accordingly.



TOWN OF APEX

FACILITIES

Section 2 – Quality Assurance / Quality Control (QA/QC) Measures

It is the responsibility of the Contractor to provide QA/QC measures for the Town. Contractor will, at a minimum, provide the following measures:

- Provide a weekly checklist of all required items completed and those that were not completed due to circumstances outside of the Contractor's control.
- For those items not completed, a time-stamped photograph showing the circumstance will be included in the checklist.
- Any items that cannot be cleaned due to damage or similar, shall be reported to the Facilities & Grounds Manager. As stated in RFP section 22.0
- Checklist will be audited by the Contractor, signed, and sent digitally to the Town on a weekly basis.
- Checklist can be of any format of the Contractor's choosing but must be sent digitally to the Town and must be viewable by the Town without any additional software purchases.
- Contractor may also include (and are encouraged to do so) in their proposal additional measures.
- Items deemed by the Facilities and Grounds Manager to not have been performed at the required level may have partial payment withheld until either satisfactory completion of deficiency or payment may be permanently withheld.

Section 3 – Daily Services

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Services in this section will be provided in accordance with each visit as listed in Section 1.

3.1 – Commonly touched items (CoVID Mitigation)

- All areas shall be wiped down and disinfected with approved disinfectant such as but not limited to: Light switches, Door knobs/Push bars, Elevator buttons, Stair railing, Drinking fountains, Appliance handles, Restroom handles, Vending machine buttons, etc....

3.2 – Floors

- **Hard Surfaces:** Sweep and/or Mopped leaving clean and free of dirt. Scuff marks are to be removed as needed.
- **Carpets/Mats:** Vacuum all carpets from Wall to wall and spot clean as necessary.
- **Stairwells:** Sweep, Mop, or Vacuum as described above.
- **Spillage:** Remove as necessary.

3.3 – Restrooms, Locker Rooms, Showers

- **Mirrors:** Clean with a glass cleaner to leave a streak free appearance.
- **Fixtures & Countertops:** Clean/wipe down and sanitize.
- **Floors:** Mop daily with disinfectant cleaner and rinse with clean, fresh water leaving floor sanitized and odor free. Special attention should be given to edges where floors and walls meet corners and around toilet.



TOWN OF APEX

FACILITIES

- **Doors, Partitions and Walls:** Clean and sanitize.
- **Paper Towels, Tissues, and Paper Seat Covers:** Refill as necessary. For stalls that have multiple spots for toilet paper, those shall be refilled when one of the toilet paper rolls is empty.
- **Soap Dispensers:** The style that has pre-packaged refills shall be refilled as necessary. The style that requires soap to be poured into the dispenser shall be topped off for each service. Dispensers themselves will be wiped down to remove stains or smudges.

3.4 – Trash and Recycling

- **Note:** Trash and Recycling shall be collected for each service and shall not be intermixed. Trash and Recycling shall be serviced at all accessible locations in the buildings that are serviced.
- **Recycling:** Recycling items shall be removed and recycled as directed by customer.
- **Refuse:** Empty all receptacles into a plastic trash bag and dispose of as wet trash. Replace liners.
- **Exterior Ashtrays:** Empty all receptacles into a plastic trash bag and dispose of as wet trash.

3.5 – Common Areas (meeting rooms, break rooms, etc...)

- **Counter Tops, Tables, and Chairs:** Damp wipe with prescribed cleaner/disinfectant. Straighten Chairs.
- **Sinks:** Clean and disinfect if free of dishes.
- **Drinking Fountains:** Clean and Sanitize.
- **Entrance Areas:** Sweep and pick up trash within 10 feet.
- **Hand sanitizer stations:** To be inspected and refilled as needed. The style that has pre-packaged refills shall be refilled as necessary. The style that requires sanitizer to be poured into the dispenser shall be topped off for each service.

3.6 – Glass

- **Entrances (Doors and Walls):** Wipe clean, remove fingerprints, glue residue and leftover tape. (Care should be given to not damage plastic/vinyl lettering or sun control film).
- **Trophy/Award Cases:** Wipe clean and remove fingerprints.
- **Glass Partitions/Walls and Sneeze Guards:** Wipe clean and remove fingerprints.
- **Glass Desk and Table Tops:** Clean and dry polish.

3.7 – Restocking

- All toiletries, Hand sanitizer and consumable goods at all locations.



TOWN OF APEX
FACILITIES

Section 4 – Exclusions

4.1 - Town Hall

- Fourth Floor Storage Room excluded
- Services shall NOT be performed during council meetings.
- No cleaning/service exclusions outside of section 4.11

4.2 - Public Works Administration Building

- No cleaning/service exclusions outside of section 4.11

4.3 - Public Works Operations Building

- Fleet Shop (Office space (including hallway), restrooms, break room and stairs to offices are included, garage bays and storage is excluded).
- Fleet shop restrooms, break rooms, meeting room, office spaces (including enclosed hallway between front and rear bays), bathrooms, and trash collection (from standard bins) is Included.
- Outside Shelters excluded

4.4 - Public Works Purchasing Building

- Warehouse area excluded

4.5 - Waste Water Treatment Plant

- No cleaning/service exclusions outside of section 4.11

4.6 - Halle Cultural Arts Center

- No cleaning/service exclusions outside of section 4.11

4.7 - Community Center

- No cleaning/service exclusions outside of section 4.11

4.8 - Apex Police Department

- The Apex Police Department (APD) will complete criminal background checks on employees of contractor for access to APD facilities. The APD has the right to refuse any employee of the contractor not approved or does not meet APD criminal background check criteria. Contractor may NOT substitute personnel without informing the APD ahead of time so that the APD can perform additional background checks.
- Arrange with APD to verify which areas are restricted and will not be serviced.



TOWN OF APEX

FACILITIES

4.9 - Public Safety Station 4

- Contract is only for the portions used/occupied by the Apex Police Department. Apex Fire Department cleans their portions of the facility. Contractor should visit site to get an accurate scope of work and Sq. Ft.

4.10 - Public Safety Station 5

- Contract is only for the portions used/occupied by the Apex Police Department. Apex Fire Department cleans their portions of the facility. Contractor should visit site to get an accurate scope of work and Sq. Ft.

4.11- Common Areas Excluded

- Mechanical rooms
- Electrical rooms
- LAN/Server rooms & IT Storage Area Closets
- Storage Closets

Section 5 – Day Porter Services

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Only locations outlined in **Exhibit “B1”** will request day porter services.

5.1 – Disinfecting:

- Wiping down and disinfecting with approved disinfectant commonly touched areas as stated in **Section 3.1**

5.2 – Restocking:

- All toiletries, Hand sanitizer and consumable goods.

5.3 – Inspecting:

- If a day porter notices anything that might need maintenance attention the contractor shall report repairs as needed as outlined in the **RFP section 22.0**

5.4 – Trash removal:

- Shall only be done if office attendant permits Day Porter to enter of leaves cans outside of office.

5.5 – Vacuuming & Mopping:

- Vacuuming & mopping shall only be done for one of two instances:
 1. If instructed by designated site representative. – OR –
 2. An emergency spill/clean up. After area has been cleaned and properly “coned off” (spills only) it is up to the Day Porter to notify the site representative.



TOWN OF APEX

FACILITIES

Section 6 – Monthly Services

- **Note:** All consumables and cleaning supplies are to be provided by contractor.
- Services in this section will be provided in the last 7 calendar days of each month.

6.1 – HVAC Vents and Returns:

Vacuum/dust and clean by reach with extended duster no higher than six feet.

6.2 – Dusting

- **Woodwork and Walls:** Fingerprints removed from around wall switches
- **Desk, filing cabinets, bookcases, chairs, tables, and other office furniture:** Only to be serviced if clear of papers, awards, display items, etc.
- **Window blinds**
- **Window Sills, Ledges, Moldings, Picture Frames, etc.**
- **Ledges, Moldings, etc. over six feet high:** Use high/extendable duster, dust all surfaces.

6.3 – Kitchen & Breakroom appliances: Clean on the outside.

6.4 – Restrooms, Locker Rooms, Showers: Clean and Polish pipes, fitting & floor scrubbing.

6.5 – Common Area upholstered furniture: Vacuum Monthly. Spot clean if necessary.

Section 7 – Special Services

- **Note:** It is up to the contractor to schedule the special services dates/times and frequencies after expectations have been established to awarded bidder
- **Note:** If at any time confirmed dates/time need to be rescheduled it is up to the contractor to give two weeks advance notice. This is important not to interfere with scheduled programs and events that the TOA may have scheduled.

7.1 - Town Hall

- 1st Floor lobby and (staircase leading to 2nd floor clean only) strip, wax and buff.

7.2 - Public Works Administration Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaning.

7.3- Public Works Operations Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.



TOWN OF APEX

FACILITIES

7.4 - Public Works Purchasing Building

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.

7.5- Waste Water Treatment Plant

- Non-carpeted floors strip, wax and buff.
- Carpeted areas deep cleaned.

7.6- Halle Cultural Arts Center

- Cleaning Times will be as follows
 - Monday – Saturday before 9:00am
 - For Sunday's cleaning, between 9:00pm (Saturday night) to 6:30am (Sunday morning).
 - Private reservations on Saturday Night at the Halle Center may postpone available times until 11:00pm. For these instances, two weeks' notice will be given to the contractor to adjust their schedule.
- Floor to be strip, wax and buff. (excludes 2nd floor stage – see attachment "Halle floor care")
- Stage floor – Reference attachment for proper floor care.
- Carpeted areas to be deep cleaned.

7.7 - Community Center

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned
- Window cleaning outside of *section 3.6 of the daily services requirement (all the way to the top of internal windows)*

7.8 – Senior Center

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned
- Window cleaning outside of *section 3.6 of the daily services requirement (all the way to the top of internal windows)*

7.9 - Apex Police Department

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned



TOWN OF APEX

FACILITIES

7.10 - Public Safety Station 4

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

7.11 - Public Safety Station 5

- Strip, wax and buff floors
- Carpeted areas to be deep cleaned

7.12 – Electrical Facility

- Strip, wax and buff floors
- Window cleaning outside of section 3.6 of the daily services requirement (all the way to the top of internal windows)

7.11 – The Depot

- Carpeted areas to be deep cleaned
- Window cleaning outside of section 3.6 of the daily services requirement (all the way to the top of internal windows)

Section 8 – Monthly & Special Services Request Scheduling

8.1 – All Specified Locations Listed In Sections 6 & 7

- Schedules will be discussed and set with awarded contractor, TOA account manager and building representative.

Section 9 – Security, Access and Assignments

9.1 - Access Times

- Access times may vary from location based on events/meetings scheduled.
 - Areas of consistency are as follows: Public Works Ops, Public Work Admin, Purchasing, Electrical, Water Treatment, Public safety Stations 4&5

9.2 - Access Personnel

- Access is limited to Contractor and/or subcontractor employees that have been approved for access. Personnel assigned keys will be responsible for assuring that no unauthorized personnel enter the building. **NO person under the age of 18 years are allowed building access.**
- **Apex Police Department may require additional vetting of employees for entrance to building (see section 4.8)**



TOWN OF APEX
FACILITIES

9.3 - Key Control

- Access keys are to be issued by the Building Manager and signed for upon receipt by the person(s) requiring building access. Keys are the sole responsibility of the individual assigned the key. Lost keys must be immediately reported to the Contractor and to the Town of Apex. Upon termination of employment or termination of contract, all service keys **MUST** be returned to the Building Manager. Failure to return keys shall result in locks being re-keyed at Contractor's expense. Should a key or keys be lost by a Contractor's employee, the Contractor will be responsible for the cost of having all door locks associated with the lost key or keys re-keyed. The Town will have the work done and bill the Contractor for all costs or subtract the cost from that month's invoice. Should any badge or key become lost by a Contractor's employee, the contractor must contact the Public Works & Transportation Director immediately. The Contractor will be responsible for the cost of the replacement badge.

Section 10 – Additional Specifications/Requirements

10.1 - Familiarity with the work

- Prior to submitting a bid, each bidder should visit the premises to examine the buildings and all areas to be cleaned and familiarize himself or herself with the full nature and extent of the work to be done. Bidders should obtain all information they feel may be necessary for the satisfactory performance of the contract work required per these specifications.
- Reference RFP for dates and times for meeting facility walkthrough

10.2 - Hour Rates & Emergency/Additional Cleaning Request

- Contractor shall submit with their bid specification a statement of hourly rates for each class of employee to be used in the performance of each type of work in the contract.
- Any additional cleaning requests outside of the daily/monthly services shall be billed at this hourly rate unless a task is specified in the Exhibit B3 hourly rates.

**TOWN OF APEX**
FACILITIES**CUSTODIAL SERVICES CONTRACT****EXHIBIT "B" DAILY SERVICES****this is to include Monthly services as well****Bid Sheet**

Bidding sheet below is for FY 22/23 (July 1, 2022 – June 30, 2023). Cost will be automatically increased by 3% for FY 23/24, 3% for FY 24/25 (if extended), and 3% for FY 25/26 (if extended).

1.1 Town Hall	Monthly Cost:	\$5,335.80
1.2 Public Works Administration Building.....	Monthly Cost:	\$1,263.48
1.3 Public Works Operations Building	Monthly Cost:	\$924.00
1.4 Public Works Purchasing Building.....	Monthly Cost:	\$234.24
1.5 Waste Water Treatment Plant	Monthly Cost:	\$421.32
1.6 Halle Cultural Arts Center	Monthly Cost:	\$1,242.48
1.7 Community Center	Monthly Cost:	\$5,297.64
1.8 Apex Police Department	Monthly Cost:	\$4,157.40
1.9 Public Safety Station #4	Monthly Cost:	\$180.00
1.10 Public Safety Station #5	Monthly Cost:	\$180.00
1.11 Electrical Facility	Monthly Cost:	\$2,517.36
1.12 Senior Center	Monthly Cost:	\$3,490.20
1.13 The Depot	Monthly Cost:	\$216.00

Total Monthly Cost: \$25,459.92**Total Yearly Cost: \$305,519.04*****ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT "A" ATTACHMENT******SECTION 3 & 6 – DAILY/MONTHLY SERVICES***



TOWN OF APEX
FACILITIES

CUSTODIAL SERVICES CONTRACT

EXHIBIT “B1” Day Porter Services

Four hours a day / five days a week

Bid Sheet

Bidding sheet below is for FY 22/23 (July 1, 2022 – June 30, 2023). Cost will be automatically increased by 3% for FY 23/24, 3% for FY 24/25 (if extended), and 3% for FY 25/26 (if extended).

1.1 Town Hall	Monthly Cost:	N/A
1.2 Community Center	Monthly Cost:	N/A
1.3 Apex Police Department	Monthly Cost:	N/A
1.4 Public Safety Station #4	Monthly Cost:	N/A
1.5 Public Safety Station #5	Monthly Cost:	N/A
1.6 Senior Center	Monthly Cost:	N/A
1.7 Halle Building	Monthly Cost:	N/A
1.8 The Depot	Monthly Cost:	N/A

Total Monthly Cost: N/A

Total Yearly Cost: N/A

ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT “A” ATTACHMENT

SECTION 5 – DAY PORTER SERVICES

**TOWN OF APEX**
FACILITIES**CUSTODIAL SERVICES CONTRACT****EXHIBIT "B2" Special Services****Bid Sheet**

Bidding sheet below is for FY 22/23 (July 1, 2022 – June 30, 2023). Cost will be automatically increased by 3% for FY 23/24, 3% for FY 24/25 (if extended), and 3% for FY 25/26 (if extended).

PER SERVICE COST	Stripping/Waxing	Carpet Deep Cleaning	Total
<i>Town Hall</i>	\$1,668	\$11,340	\$13,008
<i>PW Admin</i>	\$659	\$1,185	\$1,844
<i>PW Ops</i>	\$963	\$1,156	\$2,119
<i>PW Purchasing</i>	\$195	\$176	\$371
<i>Waste Water</i>	\$264	\$369	\$633
<i>Halle Bldg.</i>	N/A	\$312	\$312
<i>JB Community Center</i>	\$17,660	\$2,650	\$20,310
<i>Senior Center</i>	\$11,634	\$1,746	\$13,380
<i>Apex PD</i>	\$1,733	\$4,158	\$5,891
<i>PS Station #4</i>	\$188	\$113	\$301
<i>PS Station #5</i>	\$188	\$113	\$301
<i>Electrical Facility</i>	\$9,440	\$630	\$10,070
<i>The Depot</i>	\$23	\$514	\$537

Total one time per service cost: \$69,077

Exhibits	Services	Annual Cost
Exhibit "B"	Daily Services	\$305,519.04
Exhibit "B1"	Day Porter Services	\$0 No day porter requested
Exhibit "B2"	Special Services	\$69,077

Total Cost: \$374,596.04

Standard Hr. Rate For Special Services "B2" only: \$12.00 hr.

ALL SERVICES ARE TO BE REFERENCED ON EXHIBIT "A" ATTACHMENT

SECTION 7 – Special Services

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Stacie Galloway, Communications Manager

Department(s): Administration

Requested Motion

Motion to approve a 3-year contract with Zencity and to authorize the Town Manager to execute the agreement on behalf of the Town.

.Approval Recommended?

Yes

Item Details

Zencity is a web-based platform that uses AI to analyze resident feedback and deliver actionable insights that help governments prioritize resources, track performance and connect with their communities. Apex began using the tool in December of 2021. The multi-year contract beginning July 2022 will allow the town to lock in the current rate, and eliminate the need to process renewal paperwork through 2025.

Attachments

- Contract Document



Order Form Amendment

This Amendment (the "**Amendment**") to Order Form no. 112810 by and between the Town of Apex, NC ("**Customer**" or "**Town**") and Zencity Technologies Ltd. ("**Zencity**"), dated as of December 1, 2021 (the "Order Form") is entered into as of July 1, 2022 (the "**Amendment Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form.

Whereas, the Parties wish to amend certain terms of the Order Form as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the Order Form as set forth below.

1. **Term.** The Term of the Order Form is hereby extended for a 36 months period commencing as of July 1, 2022, and ending on June 30, 2025 (the "**Renewal Term**").
2. **Recurring Fees.** Unless different term is indicated in the Recurring Fees table, during the Renewal Term, the Recurring Fees table included in the Order Form shall be amended and replaced in its entirety as follows:

RECURRING FEES							
Product Name	SKU	Product Description	Unit Price	QTY (units)	Gross Price	Special Discount	Net Price
Zencity Organic	ZC-ORG	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for cities and counties with up to 150,000.	\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the first year)
			\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the second year)
			\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the third year)
Total Gross Price							\$108,000
Total Special Discounts							\$36,000
Total Fees							\$72,000

The Fees shall be payable upfront on an annual basis for each year of the Renewal Term within 30 days of the receipt of an invoice.

3. **General.** This Amendment shall form an integral part of the Order Form. Unless expressly specified herein, all other provisions, terms and conditions in the Order Form shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Amendment to those of the Order Form, with respect to matters described herein, the terms of this Amendment shall prevail.
4. Paragraph 4 of the Appendix A to Order Form no. 112810 is amended to clarify that the original Order Form no. 112810 and this amendment are not Confidential Information as defined in the Order Form.
5. Paragraph 10 of the Appendix A to Order Form no. 112810 is amended to clarify that this Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions and the competent courts of Wake County shall have exclusive jurisdiction to hear any disputes arising hereunder.
6. Zencity shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Zencity shall require all of Zencity's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
7. Zencity warrants and agrees that no labor supplied by Zencity or the Zencity'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.
8. 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.
9. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Zencity hereby warrants and agrees that Zencity 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.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the parties have executed this Amendment, effective as of the Amendment Date.

Eyal Feder

Zencity

Customer

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

Vance Holloman, Finance Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Adam Stephenson, Transportation Engineering Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to award a construction contract for 2022 Road Rehabilitation (R-22-06) project to Turner Asphalt GC, LLC, and authorize the Town Manager to execute the contract on behalf of the Town.

.Approval Recommended?

Yes

Item Details

The scope of work includes milling and repaving, and includes the streets in Carriage Downs, Cameron Park, and Abbington (Windsor & Hadley) subdivisions. Map selection is based on Pavement Condition Index values from the most recent Pavement Condition Survey (conducted in 2020).

Sealed bids for construction and furnishing of all materials were received and opened on Thursday, June 16, 2022. It is the recommendation of staff that the contract be awarded to Turner Asphalt GC, LLC as the lowest responsive bidder. Funding for the scope of work includes the remaining department operating budget.

BID SUMMARY:

TURNER ASPHALT GC	\$ 2,568,189
FRED SMITH COMPANY	\$ 2,686,558
BARNHILL CONTRACTING	\$ 2,763,556
S T WOOTEN CORP	\$ 2,930,808

Attachments

- Standard Construction Contract
- Bid Tabulation
- Map



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER #
STANDARD CONSTRUCTION CONTRACT**

THIS AGREEMENT is entered into this ____ day of _____, 2022 by and between, Turner Asphalt GC, a North Carolina Limited Liability Corporation with its principal business offices located at 5805 Lease Lane, Raleigh, NC 27617-4708 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor shall furnish all labor, material, and equipment necessary to perform and complete the work as identified in the attached “2022 Road Rehabilitation” at the locations and to the specifications outlined in attached documents identified in Sections 2 and 29 of this Agreement. In the event of a conflict between any of the attached documents and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall perform the services in accordance with the attached documents specified below which are hereby incorporated into this Agreement:

1. Plan sheets
2. Town of Apex Standard Specifications and Standard Details
3. NCDOT 2018 Standard Specifications for Roads and Structures
4. NCDOT 2018 Roadway Standard Drawings
5. US DOT Manual on Uniform Traffic Control Devices, including any NC Supplement

3. TIME OF COMMENCEMENT AND COMPLETION.

The date of availability for this contract is the date established by the Notice to Proceed. Work shall be completed by May 30, 2023. Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds. The liquidated damages for this contract are one thousand dollars (\$1,000) per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor based on the price and quantities reflected on the “2022 Road Rehabilitation Bid Tabulation” as those numbers pertain to the Turner Asphalt GC bid. The total bid, which is not to be exceeded, is in the amount of \$2,568,188.68. Contractor shall submit a monthly invoice for partial payments based on the components that have been completed.

Town has the right to require the Contractor to produce for inspection all of Contractor's records and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices within thirty (30) days of invoice unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. CHANGE ORDERS.

No changes in work may proceed unless a Change Order is approved by the Town. In the event a change in work is requested, Contractor shall provide a complete breakdown of all labor and material costs with the Change Order request. The breakdown shall include the Contractor's allowance for overhead and profit not to exceed 10% of the net cost of the change with work provided directly by the Contractor. All Change Order approvals shall be in writing.

6. INDEMNIFICATION.

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

7. APPLICABILITY OF LAWS AND REGULATIONS.

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

8. E-VERIFY COMPLIANCE.

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

9. ANTI-HUMAN TRAFFICKING.

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

10. QUALITY AND WORKMANSHIP.

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

11. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates

of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of \$1,000,000. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. PRE-PROJECT SAFETY REVIEW MEETING.

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

13. DEFAULT.

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

14. TERMINATION FOR CONVENIENCE.

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

15. NOTICE.

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

TO CONTRACTOR:

Turner Asphalt GC, LLC
Attn: Jo Snyder
5805 Lease Lane
Raleigh, NC 27617-4708
jo@turnerasphalt.com

TO TOWN:

Town of Apex
Attn: Adam Stephenson
PO Box 250
Apex, NC 27502
adam.stephenson@apexnc.org

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

17. NONWAIVER FOR BREACH.

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

18. CONSTRUCTION.

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

19. NO REPRESENTATIONS.

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

20. SEVERABILITY.

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

21. COUNTERPARTS.

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

22. MODIFICATION.

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

23. BINDING EFFECT.

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

24. ASSIGNMENT.

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

25. INDEPENDENT CONTRACTOR.

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

26. NON-APPROPRIATION.

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

27. IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.60

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

28. NONDISCRIMINATION.

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

29. ELECTRONIC SIGNATURE.

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

30. CONTRACTOR'S WARRANTIES

The Contractor hereby warrants and represents that it will be responsible for the maintenance and correction of any work completed pursuant to this Agreement that is defective at construction or may become defective due to negligence or faulty workmanship or materials for a period of one (1) year after final acceptance by the Town of the work performed.

31. BOND REQUIREMENTS

Contractor agrees to provide the Town of Apex with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the Agreement. All bonds shall be in accordance with N.C.G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina. Failure to provide acceptable bonds shall be just cause for rescinding the award of the Agreement and forfeiture of the bid bond or bid deposit.

32. INCORPORATION OF DOCUMENTS

The following attached documents are hereby incorporate by reference into this Agreement as if fully set forth herein:

- A. Bid Advertisement
- B. Bid Form
- C. Bid Form Submission
- D. Notice of Award
- E. Notice to Proceed
- F. Special Provisions/Specifications
- G. Plan Sheets/Maps
- H. Addenda
- I. Certificate of Insurance

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2022.

Contractor

Name: _____
Name of Contractor (type or print)

By: _____
(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine H. Crosby, Town Manager

Attest:

Allen L. Coleman, Town Clerk
*This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.*

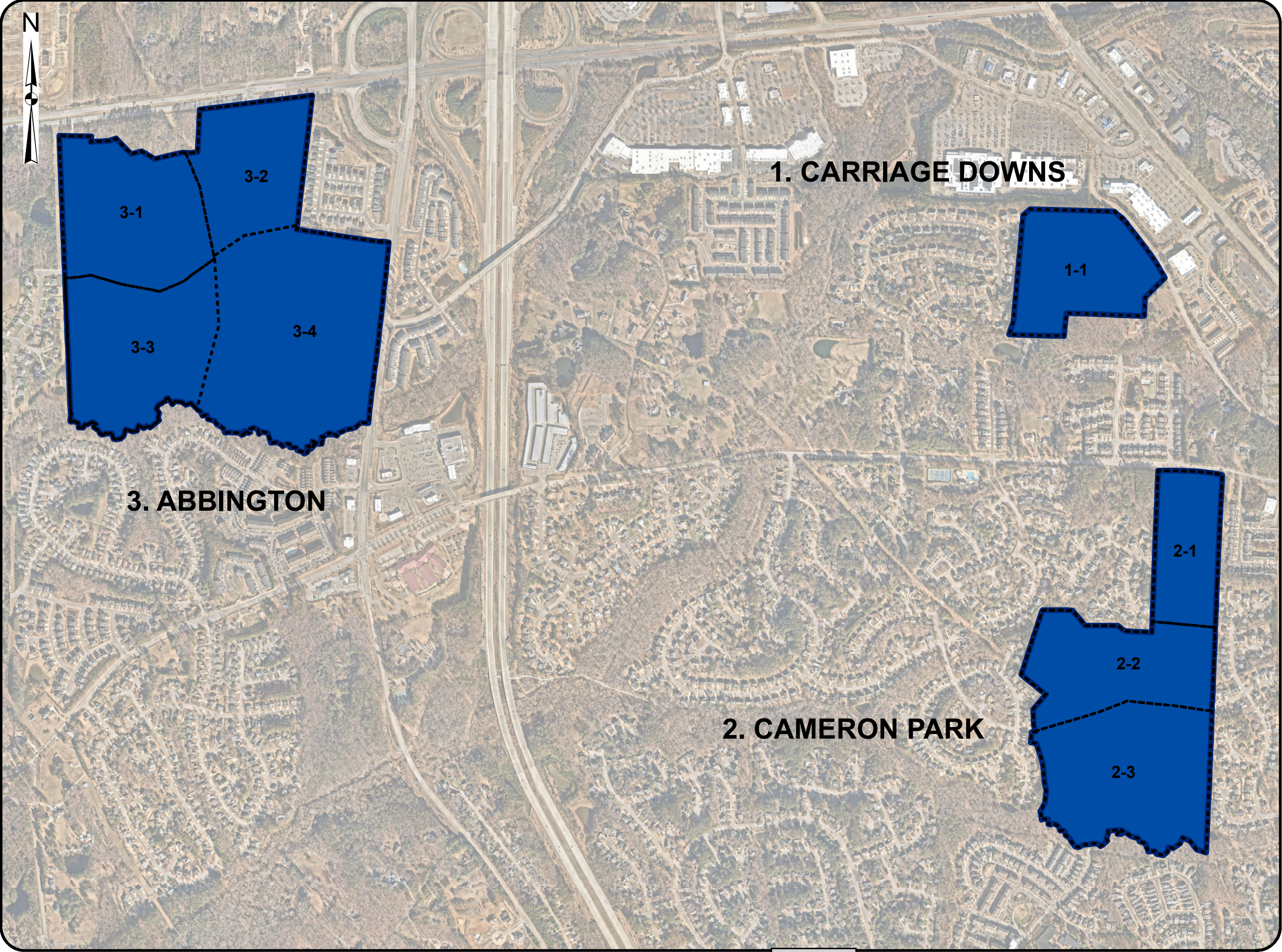
Vance Holloman, Finance Director

ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	TURNER ASPHALT GC	
					UNIT COST	EXTENSION
1	800	MOBILIZATION	1	LS	\$ 40,000.00	\$ 40,000.00
2	607	MILLING, 0 TO 2.5-INCH DEPTH	104,579	SY	\$ 3.85	\$ 402,629.15
3	607	MILLING, 3-INCH DEPTH	3,938	SY	\$ 4.50	\$ 17,721.00
4	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	6,077	TN	\$ 78.51	\$ 477,105.27
5	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	9,226	TN	\$ 78.51	\$ 724,333.26
6	620	ASPHALT BINDER FOR PLANT MIX	872	TN	\$ 715.00	\$ 623,480.00
7	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	223	LF	\$ 35.00	\$ 7,805.00
8	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	44	SY	\$ 108.00	\$ 4,752.00
9	802/849	CONCRETE CURB RAMP - REMOVE & REPLACE	7	EA	\$ 3,450.00	\$ 24,150.00
10	848	CONCRETE CURB RAMP - RETROFIT DOMES	73	EA	\$ 1,285.00	\$ 93,805.00
11	1101	TRAFFIC CONTROL	1	LS	\$ 65,000.00	\$ 65,000.00
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 120 MIL	515	FT	\$ 4.00	\$ 2,060.00
13	SP	PATCHING EXISTING PAVEMENT	232	TN	\$ 189.00	\$ 43,848.00
14	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	10	EA	\$ 350.00	\$ 3,500.00
15	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	10	EA	\$ 550.00	\$ 5,500.00
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	10	EA	\$ 450.00	\$ 4,500.00
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	10	EA	\$ 700.00	\$ 7,000.00
18	SP	REPLACEMENT OF VALVE BOXES (INCLUDES ADJUSTMENT)	10	EA	\$ 700.00	\$ 7,000.00
19	SP	SPEED HUMPS	2	EA	\$ 7,000.00	\$ 14,000.00
						\$ 2,568,188.68

ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	FRED SMITH COMPANY	
					UNIT COST	EXTENSION
1	800	MOBILIZATION	1	LS	\$ 134,000.00	\$ 134,000.00
2	607	MILLING, 0 TO 2.5-INCH DEPTH	104,579	SY	\$ 3.25	\$ 339,881.75
3	607	MILLING, 3-INCH DEPTH	3,938	SY	\$ 3.50	\$ 13,783.00
4	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	6,077	TN	\$ 66.00	\$ 401,082.00
5	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	9,226	TN	\$ 65.00	\$ 599,690.00
6	620	ASPHALT BINDER FOR PLANT MIX	872	TN	\$ 840.00	\$ 732,480.00
7	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	223	LF	\$ 57.00	\$ 12,711.00
8	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	44	SY	\$ 95.00	\$ 4,180.00
9	802/849	CONCRETE CURB RAMP - REMOVE & REPLACE	7	EA	\$ 2,500.00	\$ 17,500.00
10	848	CONCRETE CURB RAMP - RETROFIT DOMES	73	EA	\$ 450.00	\$ 32,850.00
11	1101	TRAFFIC CONTROL	1	LS	\$ 276,000.00	\$ 276,000.00
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 120 MIL	515	FT	\$ 18.00	\$ 9,270.00
13	SP	PATCHING EXISTING PAVEMENT	232	TN	\$ 340.00	\$ 78,880.00
14	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	10	EA	\$ 200.00	\$ 2,000.00
15	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	10	EA	\$ 450.00	\$ 4,500.00
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	10	EA	\$ 275.00	\$ 2,750.00
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	10	EA	\$ 550.00	\$ 5,500.00
18	SP	REPLACEMENT OF VALVE BOXES (INCLUDES ADJUSTMENT)	10	EA	\$ 550.00	\$ 5,500.00
19	SP	SPEED HUMPS	2	EA	\$ 7,000.00	\$ 14,000.00
						\$ 2,686,557.75

						BARNHILL CONTRACTING	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT		UNIT COST	EXTENSION
1	800	MOBILIZATION	1	LS		\$ 110,000.00	\$ 110,000.00
2	607	MILLING, 0 TO 2.5-INCH DEPTH	104,579	SY		\$ 5.75	\$ 601,329.25
3	607	MILLING, 3-INCH DEPTH	3,938	SY		\$ 6.75	\$ 26,581.50
4	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	6,077	TN		\$ 70.30	\$ 427,213.10
5	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	9,226	TN		\$ 70.10	\$ 646,742.60
6	620	ASPHALT BINDER FOR PLANT MIX	872	TN		\$ 715.00	\$ 623,480.00
7	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	223	LF		\$ 70.00	\$ 15,610.00
8	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	44	SY		\$ 120.00	\$ 5,280.00
9	802/849	CONCRETE CURB RAMP - REMOVE & REPLACE	7	EA		\$ 3,500.00	\$ 24,500.00
10	848	CONCRETE CURB RAMP - RETROFIT DOMES	73	EA		\$ 700.00	\$ 51,100.00
11	1101	TRAFFIC CONTROL	1	LS		\$ 135,000.00	\$ 135,000.00
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 120 MIL	515	FT		\$ 18.00	\$ 9,270.00
13	SP	PATCHING EXISTING PAVEMENT	232	TN		\$ 175.00	\$ 40,600.00
14	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	10	EA		\$ 165.00	\$ 1,650.00
15	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	10	EA		\$ 790.00	\$ 7,900.00
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	10	EA		\$ 430.00	\$ 4,300.00
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	10	EA		\$ 975.00	\$ 9,750.00
18	SP	REPLACEMENT OF VALVE BOXES (INCLUDES ADJUSTMENT)	10	EA		\$ 990.00	\$ 9,900.00
19	SP	SPEED HUMPS	2	EA		\$ 6,675.00	\$ 13,350.00
							\$ 2,763,556.45

					S T WOOTEN CORP	
ITEM #	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
1	800	MOBILIZATION	1	LS	\$ 60,000.00	\$ 60,000.00
2	607	MILLING, 0 TO 2.5-INCH DEPTH	104,579	SY	\$ 4.75	\$ 496,750.25
3	607	MILLING, 3-INCH DEPTH	3,938	SY	\$ 5.25	\$ 20,674.50
4	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	6,077	TN	\$ 83.75	\$ 508,948.75
5	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	9,226	TN	\$ 88.25	\$ 814,194.50
6	620	ASPHALT BINDER FOR PLANT MIX	872	TN	\$ 875.00	\$ 763,000.00
7	802/846	CURB & GUTTER, STANDARD (30") - REMOVE & REPLACE	223	LF	\$ 57.00	\$ 12,711.00
8	802/848	CONCRETE SIDEWALK - REMOVE & REPLACE	44	SY	\$ 95.00	\$ 4,180.00
9	802/849	CONCRETE CURB RAMP - REMOVE & REPLACE	7	EA	\$ 2,500.00	\$ 17,500.00
10	848	CONCRETE CURB RAMP - RETROFIT DOMES	73	EA	\$ 450.00	\$ 32,850.00
11	1101	TRAFFIC CONTROL	1	LS	\$ 101,878.90	\$ 101,878.90
12	1205	THERMOPLASTIC PAVEMENT MARKING LINES 24" 120 MIL	515	FT	\$ 18.00	\$ 9,270.00
13	SP	PATCHING EXISTING PAVEMENT	232	TN	\$ 250.00	\$ 58,000.00
14	SP	ADJUSTMENT OF VALVE BOXES W/ RINGS	10	EA	\$ 200.00	\$ 2,000.00
15	SP	ADJUSTMENT OF VALVE BOXES, MANUAL	10	EA	\$ 450.00	\$ 4,500.00
16	SP	ADJUSTMENT OF MANHOLES W/ RINGS	10	EA	\$ 275.00	\$ 2,750.00
17	SP	ADJUSTMENT OF MANHOLES, MANUAL	10	EA	\$ 550.00	\$ 5,500.00
18	SP	REPLACEMENT OF VALVE BOXES (INCLUDES ADJUSTMENT)	10	EA	\$ 550.00	\$ 5,500.00
19	SP	SPEED HUMPS	2	EA	\$ 5,300.00	\$ 10,600.00
						\$ 2,930,807.90



PROJECT AREA:	SUBDIVISION	MILLING, 0-2.5"	MILLING, 3"	CURB AND GUTTER	CONCRETE SIDEWALK	CURB RAMPS	DOMESTIC RETROFIT	SPEED HUMPS	PATCH AREA	ADJUST GRATE
1	CARRIAGE DOWNS	7,689	3,938	52	43	3	17	2	73	0
2	CAMERON PARK	39,168	0	15	0	2	27	0	400	1
3	ABBINGTON	57,722	0	156	0	2	29	0	544	0
PROJECT TOTAL:		104,579	3,938	223	43	7	73	2	1,017	1

TOWN OF APEX
R-22-06 ROAD REHABILITATION PROJECT
WAKE COUNTY, NORTH CAROLINA

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owner Puneet Soni and spouse Tarandeep Kaur to install a fence that will encroach 412 square feet onto the Public Drainage Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Puneet Soni and spouse Tarandeep Kaur (Grantees) for the property described as a residential lot known as Wake County PIN #0712-53-6826, Book of Maps 2020, Page 00940, lot is also known as 3589 Lovage Drive, Apex, NC 27502. Grantees wish to install certain improvements, more particularly described as a fence that will encroach 412 square feet onto the Public Drainage Easement.

Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To: Development Services
Town of Apex
PO Box 250
Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this ____ day of _____, 2022, by and between Puneet Soni and spouse Tarandeep Kaur, hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owners of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0712-53-6826** by the Wake County Revenue Department and more particularly described as **Lot 3** of the subdivision known as **Deer Creek Phase 3** as shown on that certain plat recorded in **Book of Maps 2020, Page 00940**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **3589 Lovage Drive, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **New 20' TOA Public Drainage Easement** BM 2020 PG 00940 as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Drainage Easement**."

WHEREAS, Grantees wish to install certain improvements, more particularly described as a new fence that will encroach 412 square feet onto the Public Drainage Easement, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**," all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantees: Puneet Soni and spouse Tarandeep Kaur
3589 Lovage Drive
Apex, NC 27502

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement** and the Town may terminate this Encroachment Agreement by giving Grantees ninety (90) days written notice of termination. Prior to the termination date, Grantees shall remove, at their own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantees notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then no notice shall be required and the Town may remove the Encroachment from the **Public Drainage Easement** without cost, risk or liability to the Town.

11. Grantees agree to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in Paragraph 10 or if Grantees fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of \$500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of homeowner's insurance with personal liability coverage in a minimum amount of at least \$300,000. Grantees shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

13. Notwithstanding Section 14 below, Grantees shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **Wake County PIN #0712-53-6826, 3589 Lovage Drive, Apex, NC 27502**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees' obligations possesses adequate financial resources and ownership interest, and Grantees' delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantees' duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantees and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In testimony whereof, said Grantees and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEES

By: [Signature]
Puneet Soni

By: [Signature]
Tarandeep Kaur

STATE OF NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Puneet Soni, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3 day of June, 2022.

[Signature]
[Signature of Notary Public]

My Commission Expires: 05/08/2027

State of: North Carolina
County of: Wake
The foregoing document was acknowledged
before me 3 day of June, 2022
[Signature]
James Q. Johnson, Notary Public
My Commission Expires: 05/08/2027

James Q. Johnson
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 05/08/2027

STATE OF NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Tarandeep Kaur, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3 day of June, 2022.

[Signature]
[Signature of Notary Public]

My Commission Expires: 05/08/2027

State of: North Carolina
County of: Wake
The foregoing document was acknowledged
before me 3 day of June, 2022
[Signature]
James Q. Johnson, Notary Public
My Commission Expires: 05/08/2027

James Q. Johnson
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires 05/08/2027

TOWN OF APEX

Catherine Crosby
Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

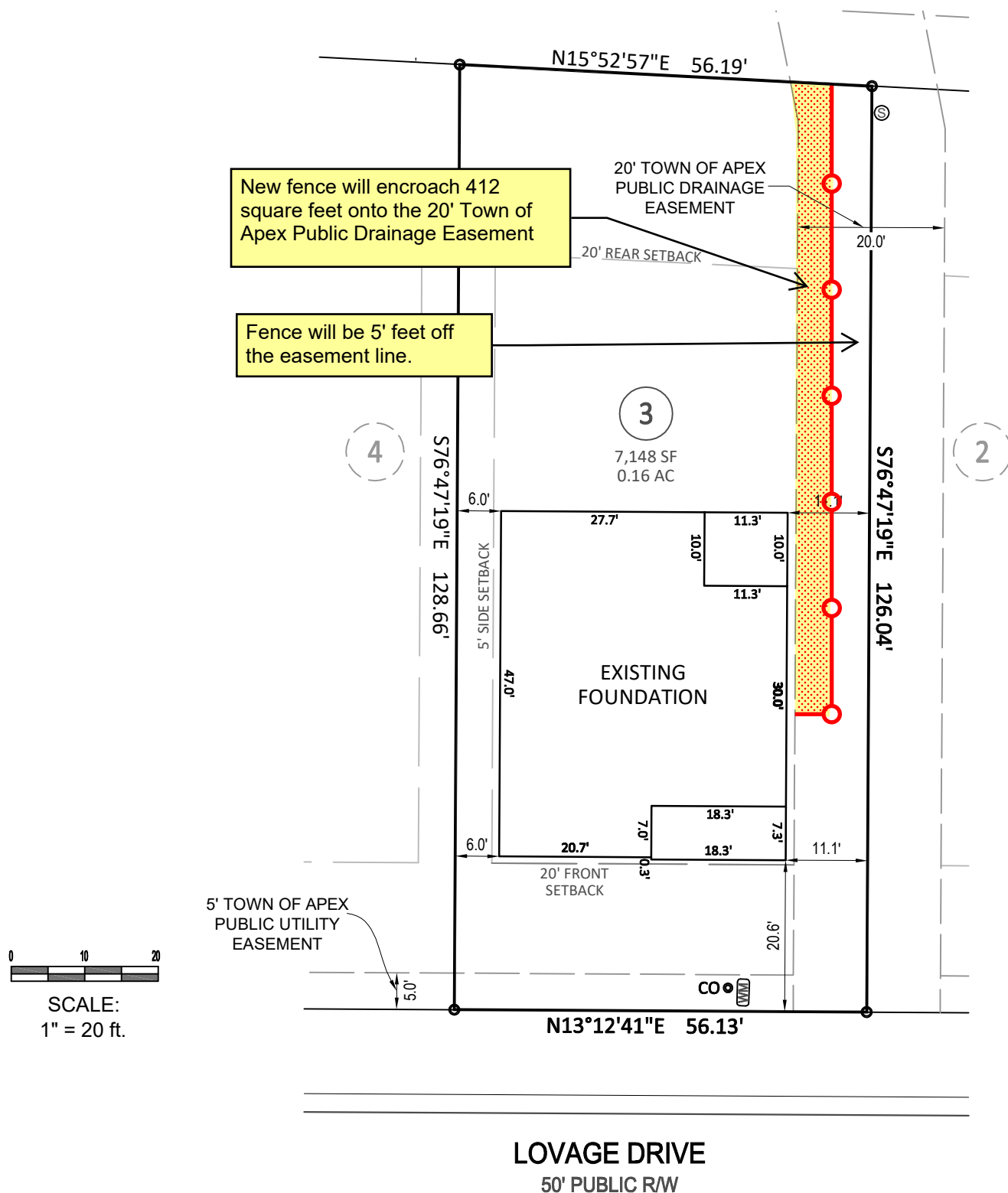
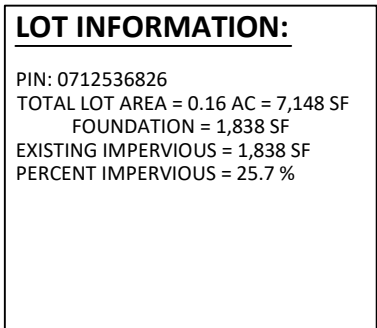
I, _____, a Notary Public of _____ County, North Carolina, certify that Allen Coleman personally came before me this day and acknowledged that he is Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by him as its Town Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

[Signature of Notary Public]

(Seal)

My Commission Expires: _____



NOTE:
THIS MAP MAY NOT BE A CERTIFIED
SURVEY AND HAS NOT BEEN REVIEWED
BY A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS AND
HAS NOT BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.



Bateman Civil • Survey Company, PC
Engineers • Surveyors • Planners
2524 Reliance Ave., Apex, NC 27539
(919) 577-1080
NCBELS C 2378

- Page 150 -

FOUNDATION SURVEY
EXCLUSIVELY FOR: MERITAGE HOMES
DEER CREEK PHASE 3 - LOT 3
3589 LOVAGE DRIVE, APEX, NC
WHITE OAK TOWNSHIP, WAKE COUNTY
DATE: 1/5/21 DRAWN BY: BMN CHECKED BY: SPC
REFERENCE: BM 2020. PGS 938-943 SCALE: 1" = 20'

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owner Daniel Strandh and spouse Marla Strandh to install a fence that will encroach 587 square feet onto the Public Drainage Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Daniel Strandh and spouse Marla Strandh (Grantees) for the property described as a residential lot known as Wake County PIN #0710-63-3452, Book of Maps 2016, Page 01940, lot is also known as 3501 Johnson Grant Drive, New Hill, NC 27562. Grantees wish to install certain improvements, more particularly described as a fence that will encroach 587 square feet onto the Public Drainage Easement.

Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To: Development Services
 Town of Apex
 PO Box 250
 Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2022, by and between Daniel Strandh and spouse Marla Strandh, hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owners of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0710-63-3452** by the Wake County Revenue Department and more particularly described as **Lot 145** of the subdivision known as **Jordan Pointe Phase 1D** as shown on that certain plat recorded in **Book of Maps 2016, Page 01940**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **3501 Johnson Grant Drive, New Hill, NC 27562**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **20' Public Drainage Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Drainage Easement**."

WHEREAS, Grantees wish to install certain improvements, more particularly described as a **fence that will encroach 587 square feet onto the Public Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**," all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Drainage Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantees and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantees, and Grantees' successors and assigns at Grantees' sole risk and expense, to encroach into the **Public Drainage Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in the **Exhibit A** and described in this Encroachment Agreement. Grantees are responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment.

3. Grantees are to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantees agree to and do hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantees: Daniel Strandh and Marla Strandh
3501 Johnson Grant Drive
New Hill, NC 27562

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement** and the Town may terminate this Encroachment Agreement by giving Grantees ninety (90) days written notice of termination. Prior to the termination date, Grantees shall remove, at their own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantees notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then no notice shall be required and the Town may remove the Encroachment from the **Public Drainage Easement** without cost, risk or liability to the Town.

11. Grantees agree to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in Paragraph 10 or if Grantees fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of \$500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of homeowner's insurance with personal liability coverage in a minimum amount of at least \$300,000. Grantees shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

13. Notwithstanding Section 14 below, Grantees shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **Wake County PIN #0710-63-3452, 3501 Johnson Grant Drive, New Hill, NC 27502**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees obligations possesses adequate financial resources and ownership interest, and Grantees delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantees duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantees and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEES

By: [Signature]
Daniel Strandh

By: [Signature]
Marla Strandh

STATE OF NORTH CAROLINA

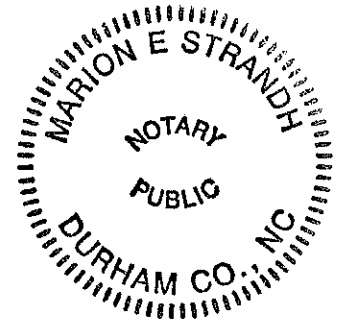
COUNTY OF Durham [county in which acknowledgement taken]

I, do hereby certify that Daniel Strandh, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of June, 2022.

[Signature]
[Signature of Notary Public]

My Commission Expires: November 18, 2025



STATE OF NORTH CAROLINA

COUNTY OF Durham [county in which acknowledgement taken]

I, do hereby certify that Marla Strandh, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of June, 2022.

[Signature]
[Signature of Notary Public]

My Commission Expires: November 18, 2025



TOWN OF APEX

Catherine Crosby
Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ *[county in which acknowledgement taken]*

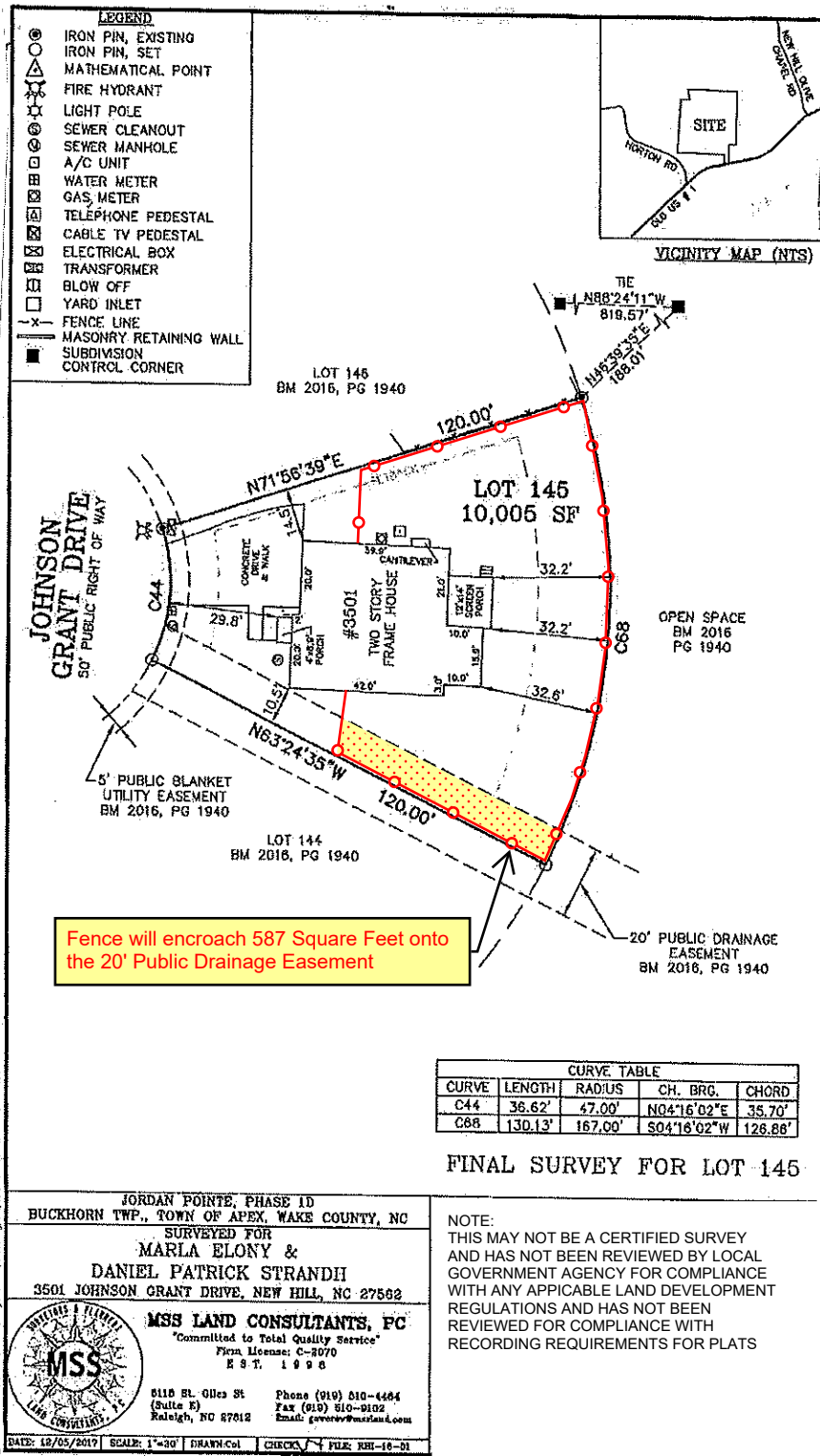
I, _____, a Notary Public of _____ County, North Carolina, certify that Allen Coleman personally came before me this day and acknowledged that he is the Town Clerk for the Town of Apex, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attested by him as Town Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2022.

[Signature of Notary Public]

(Seal)

My Commission Expires: _____



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Motion to approve an agreement with the North Chatham Volunteer Fire Department related to the Town's annexation of an area formerly served by the Department and to authorize the Town Manager to execute the agreement.

Approval Recommended?

Yes

Item Details

North Carolina General Statute 160A-31.1 requires that a municipality annexing an area served by a volunteer fire department pay a pro rata share of the department's debt outstanding as of the annexation date. The Town and the North Chatham Volunteer Fire Department have agreed to a lump sum payment of \$1,004.17 following Apex Annexation 726 of an area served by the Department which was effective March 23, 2022. The agreement and payment have received the required approval of the Local Government Commission (LGC) at its June 7, 2022 meeting. .

Attachments

- Pro Rata Debt Payment Agreement Chatham Co. Annexation
- Notification of LGC Approval



VOLUNTARY ANNEXATION AGREEMENT
CONCERNING ASSUMPTION OF DEBT OF RURAL FIRE PROTECTION DISTRICT

This agreement made this ____ day of _____, 2022, by and between the Town of Apex, hereinafter referred to as "**Town**" and North Chatham Volunteer Fire Department, a rural fire protection district under Article 3A of Chapter 69 of the General Statutes, hereinafter referred to as "**Department**".

WHEREAS, the Town Council of the Town of Apex has adopted an ordinance annexing those areas ("**Areas**") described on Exhibit A (attached hereto and incorporated herein by reference), into the corporate limits of the Town pursuant to a petition ("**Petition**") of the owners in accordance with the provisions of Article 6A, Part 2 of Chapter 160A of the General Statutes; and

WHEREAS, the Department, prior to annexation, provides or provided fire service in the Areas; and

WHEREAS, pursuant to N.C.G.S. Section 160A-31.1, if the Department meets certain conditions, beginning with the effective date of annexation, Town is required to pay annually a proportionate share of interest and principal payments due on debt for facilities or equipment that existed at the time of submission of the petition for annexation; and

WHEREAS, the Department has met its conditions precedent under the Statute, and the parties hereto desire to agree to a payment schedule.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The parties agree:
 - a) The petition for annexation of Areas was submitted to Town on the 1st day of January 2022 ("**Petition Date**").
 - b) The effective date for annexation of Areas is the 23rd day of March 2022 ("**Effective Date**").
2. The Department has made the following representations and warranties, upon which the Town has relied:
 - a) The assessed value of the entire fire district served by the Department as of January 1 of the calendar year of the Effective Date is:

\$6,488,950,000_____
("**Assessed value of Fire District**")

b) The assessed value of the Areas annexed as of the Effective Date is:

\$780,079_____
("Assessed value of Areas")

c) The percentage, calculated in accordance with N.C.G.S. Section 160A- 31.1, that the assessed value of Areas bears to the assessed value of District is:

____.012_____%

d) The total debt related to facilities and equipment ("**Debt**") of the Department as of the Petition Date is:

\$____8,201,280_____
with annual payment of:

\$____962,490_____

e) The promissory notes, security agreements, deeds of trust, and amortization schedules attached in this agreement are true copies of documents representing existing valid obligations pertaining to the Debt.

3. Town agrees to prepay that percentage set forth in 2-c above of the total Debt of Department. Such payment shall be made in one lump sum payment ("**Lump Sum Payment**") that shall be made by Town to Department within 90 days of receipt by Town of approval of this Agreement by the Local Government Commission. The amount of this payment is \$_985.93_____ in principle and \$18.24_____ in interest for a total of \$1,004.17_____.
4. Department agrees that the total Lump Sum Payment shall be applied in prepayment of Debt. Such prepayment shall be made within 90 days of receipt of Lump Sum Payment by Department.
5. The parties agree that this Agreement is conditioned upon written approval of Agreement by the Local Government Commission ("**LGC**"). Upon execution of this Agreement by both parties, Town shall submit a copy of the Agreement to the LGC for review and approval.
6. Verification of Work Authorization; Iran Divestment Act Certification. Department, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. Department hereby certifies that Department, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written above.

TOWN OF APEX

By: _____
Catherine H. Crosby, Town Manager

ATTEST:

Julie Reid, Interim Town Clerk

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

By: _____
T. Vance Holloman, Apex Finance Director

Rural Fire Protection District

By: _____
(Signature)

(Print name)

Title: _____



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

Dale R. Folwell, CPA

**STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION**

SHARON EDMUNDSON
DEPUTY TREASURER

June 10, 2022

Mr. Vance Holloman
Finance Officer
Town of Apex
PO. Box 250
Apex, NC 27502

Re: City of Apex
(Voluntary Fire Department)

Dear Mr. Holloman:

On June 7, 2022, the N.C. Local Government Commission formally approved the above-referenced item pursuant to G.S. 160A-31.1, whereby the City will make lump sum payment for the City's proportionate share of outstanding debt as follows:

<u>Volunteer Fire Department</u>	<u>Annexation Effective Date</u>	<u>Payment Period</u>	<u>Reimbursement Due</u>
North Chatham Volunteer	3/23/2022	2022	\$ 1,004.17
Rural Fire Protection District			

We are pleased to have had this opportunity to serve you.

Sincerely,

Sharon Edmundson, Secretary
Local Government Commission

GCG/ac

Cc: Charles Hall Quinlan, President Board of Directors
Rural Fire Protection District
Julie Reid, Interim Town Clerk
Catherine H. Crosby, Town Manager
Town of Apex

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Russell Dalton, PE, Traffic Engineering Manager

Department(s): Public Works & Transportation

Requested Motion

Motion to approve an Ordinance amending Section 20-171 subsection (a) authorizing a police officer to order immediate removal of an illegally parked vehicle from a reserved parking zone established by Section 20-163.

Approval Recommended?

Yes

Item Details

Currently, there is a 24-hour waiting period before a police officer can authorize removal of an illegally parked vehicle from a reserved parking zone except in the case of a publicly sanctioned event or emergency. The recently approved reserved parking zone for the bus layover and bus stop on the south side of Hunter Street in the first 10 parking spaces east of the Town Campus Driveway would not be able to accommodate the bus if a vehicle was illegally parked in that zone during the reserved hours. The ability to immediately remove an illegally parked vehicle is critical to operation of that bus stop. Signs for the reserved parking zone will be installed prior to bus operations planned to begin service in July. The only other reserved parking zone currently established by Sec. 20-163 includes two parking spaces in the parking lot of the Apex Chamber of Commerce. If vehicles are illegally parked in those spaces an officer may still seek to locate the owner(s) of the vehicle(s) prior to removal.

Attachments

- Ordinance 2022-_____



TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2022-_____ - _____

**AN ORDINANCE AMENDING SECTION 20-171 “REMOVAL OF
CERTAIN ILLEGALLY PARKED VEHICLES”
OF THE APEX TOWN CODE OF ORDINANCES**

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. That Section 20-171 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with additions as bold underlined text and deletions shown as struck-through text:

Sec. 20-171. – Removal of certain illegally parked vehicles.

- (a) Any vehicle found parked in a time limiting area, loading zone or other prohibited zone for a period of 24 hours shall be removed to a place of storage and safety; ~~However, except~~ **in the case of publicly sanctioned events, or emergencies, or vehicles parked in a reserved parking zone as defined by Sec. 20-163,** a police officer may order immediate removal of such vehicle.
- (b) Any vehicle parked in a position or location so as to cause a danger to other users of the public streets shall be removed to a place of storage and safety.
- (c) Removal of vehicles for any of the above-listed reasons shall be at the registered owner’s expense as well as whatever storage fee there might be incurred.

Section 2. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 3. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

Section 4. **Severability, Conflict of Laws.** If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. **Effective Date.** This ordinance shall be effective upon adoption.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2022.

TOWN OF APEX, NORTH CAROLINA

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning and Community Development

Requested Motion

Motion to set Public Hearing for the July 26, 2022 Town Council meeting regarding Rezoning Application #22CZ05 Morris Tract PUD. The applicant, Brendie Vega, WithersRavenel, seeks to rezone approximately 17.09 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0, 7208, 7208-B, & 7304 Morris Acres Road.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0732295017, 0732289587, 0732382530, & 07323827.

Attachments

- Vicinity Map
- Application





Rezoning #22CZ05

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 #:	22CZ05	Submittal Date:	2/1/2022
Fee Paid	\$	Check #	

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Morris Tract PUD
Address(es): 7208-B, 7208, and 0 Morris Acres Rd
PIN(s) 0732289587, 0732382530, and 0732382709

Acreage: 16.955
Current Zoning: Rural Residential (RR) Proposed Zoning: PUD-CZ
Current 2045 LUM Designation: Medium-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:	n/a
Area proposed as non-residential development:	Acreage:	n/a
Percent of mixed use area proposed as non-residential:	Percent:	n/a

Applicant Information

Name: WithersRavenel
Address: 137 S Wilmington St., Suite 200
City: Raleigh State: NC Zip: 27601
Phone: (919) 535-5212 E-mail: bvega@withersravenel.com

Owner Information

Name: Edith Morris
Address: 7208 Morris Acres Rd.
City: Apex State: NC Zip: 27532
Phone: E-mail:

Agent Information

Name: WithersRavenel
Address: 137 S Wilmington St, Suite 200
City: Raleigh State: NC Zip: 27601
Phone: (919) 535-5212 E-mail: bvega@withersravenel.com
Other contacts: etang@withersravenel.com

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 #:	22CZ05	Submittal Date:	2/1/2022
Fee Paid	\$	Check #	

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Morris Tract PUD

Address(es): 7304 Morris Acres Rd.

PIN(s) 0732295017

Acreage: 0.142

Current Zoning: Rural Residential (RR) Proposed Zoning: PUD-CZ

Current 2045 LUM Designation: Medium-density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No ☐

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

Area classified as mixed use:	Acreage:	<u>n/a</u>
Area proposed as non-residential development:	Acreage:	<u>n/a</u>
Percent of mixed use area proposed as non-residential:	Percent:	<u>n/a</u>

Applicant Information

Name: WithersRavenel

Address: 137 S Wilmington St., Suite 200

City: Raleigh State: NC Zip: 27601

Phone: (919) 535-5212 E-mail: bvega@withersravenel.com

Owner Information

Name: North Carolina Department of Transportation Turnpike Authority

Address: 1505 Mail Service Center

City: Raleigh State: NC Zip: 27699-1505

Phone: _____ E-mail: _____

Agent Information

Name: WithersRavenel, Brendie Vega

Address: 137 S Wilmington St., Suite 200

City: Raleigh State: NC Zip: 27601

Phone: (919) 535-5201 E-mail: bvega@withersravenel.com

Other contacts: etang@withersravenel.com

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 22CZ05

Submittal Date: 2/1/22

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met by the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposal is consistent with the 2045 Land Use Map. Planned Unit Development is an allowable zoning district in the Medium Density Residential land use map classification and the proposed conditions maintain the density within the 3-7 dwelling units per acre range.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed uses for Morris Tract PUD are limited to single-family homes and townhouses which are primary uses in the Medium Density Residential future land classification. There is an existing single-family neighborhood to the northeast; however, the southwest has a high-density residential/commercial services/ office employment future land classification. The PUD would soften the transition between the existing single-family neighborhood and future development.

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

There are no supplemental standards listed for single-family detached homes and attached townhouse units.

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 development will minimize adverse impact. It will have landscaped buffers on all sides which will ameliorate any disturbance to neighbors and visually screen the development. Limiting the permitted uses to single-family dwellings and townhouse units will significantly reduce any impacts to surrounding property. SCMs will be sized to the 100-year storm event.

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 development minimizes environmental impact. The design avoids disturbing wetlands and streams, and the much of the remainder of the site is currently cleared. SCMs will be sized to the 100 year storm event, and the applicant will work with the neighbors to understand their experience with stormwater and their concerns.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The site will have minimal impact on public facilities. Based on conversations with the Town of Apex staff, it is the applicant's understanding that a development of this nature will neither overwhelm public facilities nor detract from service availability. Further evaluation of public facilities will be required at the Construction Drawing Stage.

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 development will not harm the health, safety, or welfare of residents of the Town or the ETJ. It will add quality housing stock to the community. There is no reason to believe that the presence of additional housing will pose a threat to the Town of Apex or its ETJ.

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

The development will not be detrimental to adjacent properties. Like the proposed neighborhood, the adjacent properties contain residential uses. In addition, appropriate perimeter buffers will be installed to alleviate any disturbance to existing properties. The new development will be carefully designed to blend with adjacent

PETITION PROCESS INFORMATION

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

Single-family dwellings and townhouses are generally regarded as low-intensity uses. They produce fewer impacts than other land uses. In addition, the numerous points of ingress and egress provided will provide for connectivity and disperse traffic. Stubs are provided to the north for future connectivity.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed district, associated uses, layout, and general development characteristics comply with the applicable requirements of the Unified Development Ordinance.

Application #: 22CZ05Submittal Date: 2/1/22

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

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

7208, 0, and 0 Morris Acres Rd.

(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.

Edith S. Morris, 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: Edith S. Morris

TOWN OF APEX

BY: Edith S. Morris
Authorized AgentBY: _____
Authorized AgentDATE: 1-31-2022

DATE: _____

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ05

Submittal Date: 2/1/22

The undersigned, Brendie Vega (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

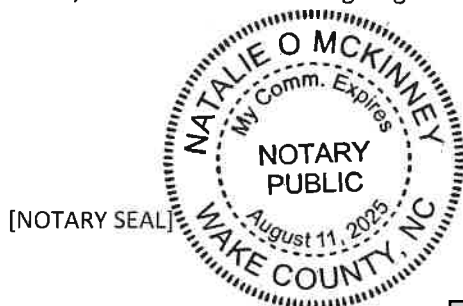
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0, 7208, 7208-B, 7304 Morris Acres Rd and legally described in **Exhibit "A"** attached hereto and incorporated herein (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 _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 31st day of May, 2022
Brendie Vega (seal)
Brendie Vega
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 Brendie Vega, 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.



Natalie O. McKinney
Notary Public
State of North Carolina
My Commission Expires: 8/11/2025

AFFIDAVIT OF OWNERSHIP

Application #: 22CZ05

Submittal Date: 2/1/22

The undersigned, Brendie Vega (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 7304, 7208, and 0 Morris Acres 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 10/15/2013, and recorded in the Wake County Register of Deeds Office on 03/20/2018, in Book 2018 Page 528.
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 10/15/2013, 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 10/15/2013, 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 27th day of January, 2022.

Brendie Vega (seal)

Brendie Vega

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 Brendie Vega, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

[NOTARY SEAL]



Abriel Spittel
Notary Public

State of North Carolina

My Commission Expires: October 26, 2026

AGENT AUTHORIZATION FORM

Application #: 22CZ05

Submittal Date: 2/1/22

Edith Morris is the owner* of the property for which the attached application is being submitted:

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

The property address is: ~~7304~~, 7208, and 0 Morris Acres Rd.

The agent for this project is: WithersRavenel, Ed Tang and Brendie Vega

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

Agent Name: WithersRavenel

Address: 137 S Wilmington St., Suite 200, Raleigh, NC 27601

Telephone Number: (919) 535-5212

E-Mail Address: bvega@withersravenel.com

Signature(s) of Owner(s)*

Edith S. Morris

Edith S. Morris

Type or print name

1-31-2022

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 #: 22CZ05

Submittal Date: 2/1/22

_____ 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: _____

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)*

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: EXHIBIT A – LEGAL DESCRIPTION

Application #: 22CZ05

Submittal Date: 2/1/22

Insert legal description below.

See attached.

Legal description for Tract 1 "Edith Morris"

Beginning at an Existing Axle located at the Southwest corner of a tract of land owned by Wilma Lee Morris, PIN No. 0732298556, Recorded at Book of Maps 2001, Page 291, Wake County Registry. Said Existing Axle having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 729,123.48', E: 2,032,670.88' Thence, South 88°52'12" East a distance of 904.77' to an Existing Iron Pipe; Thence North 89°57'34" East a distance of 36.59' to an Existing Iron Rebar; Thence North 89°44'31" East a distance of 62.17' to an Existing Iron Pipe; Thence South 02°27'02" West a distance of 119.42' to an Existing Iron Rebar; Thence South 02°22'53" West a distance of 111.43' to an Existing Iron Rebar; Thence South 02°18'02" West a distance of 92.88' to an Existing Iron Rebar; Thence South 02°21'36" West a distance of 208.96' to an Existing Iron Rebar; Thence South 02°22'28" West a distance of 428.91' to a New Iron Pipe located on the Northern Right of Way of Morris Acres Road; Thence continuing along said Right of Way, North 62°20'05" West a distance of 374.12' to a Point; Thence leaving said Right of Way, North 11°17'51" East a distance of 318.24' to a Point; Thence North 83°39'21" West a distance of 217.02' to a Point; Thence North 05°16'39" East a distance of 54.78' to a Point; Thence North 88°49'51" West a distance of 125.97' to a Point; Thence South 02°21'09" West a distance of 48.00' to a Point; Thence North 89°50'51" West a distance of 48.48' to a Point; Thence North 62°23'51" West a distance of 165.92' to a Point; Thence South 27°36'09" West a distance of 122.99' to a Point; Thence with a curve to the right having a radius of 783.00', an arc length of 399.10', a chord bearing of North 37°42'52" West, and distance of 394.79', to a New Iron Pipe; Thence North 02°05'21" East a distance of 182.00' to an Existing Iron Rebar; Thence South 88°46'47" East a distance of 131.45' to an Existing Axle, Being the Point and Place of **Beginning**, and having an area of 14.129 Acres (615,464 Square Feet), More or Less.

Legal description for Tract 2 "Edith Morris"

Beginning at a Point located on the Northern Right of Way of Morris Acres Road, said Point also being the Southeast corner of a tract of land owned by Edith Morris, PIN No. 0732289587, Recorded at Deed Book 2450, Page 555, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 728,411.08', E: 2,033,127.17', Thence North 05°16'39" East a distance of 244.89' to a Point; Thence South 83°39'21" East a distance of 217.02' to a Point; Thence South 11°17'51" West a distance of 318.24' to a Point; Thence North 62°20'05" West a distance of 198.57' to a Point, Being the Point and Place of **Beginning**, and having an area of 1.306 Acres (56,885 Square Feet), More or Less.

Legal description for Tract 3 "Edith Morris"

Beginning at a Point located on the Northern Right of Way of Morris Acres Road, said Point also being the Southeast corner of a tract of land owned by Edith Morris, PIN No. 0732289587, Recorded at Deed Book 2450, Page 555, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 728,411.08', E: 2,033,127.17', Thence, North 62°20'05" West a distance of 121.61' to an Existing NCDOT Right of Way Disc; Thence North 26°40'56" East a distance of 20.62' to an Existing NCDOT Right of Way Disc; Thence North 62°34'09" West a distance of 156.03' to a Point; Thence with a curve to the right having a radius of 783.00', an arc length of 137.84', a chord bearing of North 57°21'34" West, and distance of 137.66', to a Point; Thence North 27°36'09" East a distance of 122.99' to a Point; Thence South 62°23'51" East a distance of 165.92' to a Point; Thence South 89°50'51" East a distance of 48.48' to a Point; Thence North 02°21'09" East a distance of 48.00' to a Point; Thence South 88°49'51"

Attachment A

East a distance of 125.97' to a Point; Thence South 05°16'39" West a distance of 54.78' to a Point; Thence South 05°16'39" West a distance of 244.89' to a Point, Being the Point and Place of **Beginning**, and having an area of 1.520 Acres (66,198 Square Feet), More or Less.

Legal description for PIN No. 0732295017 – NCDOT Parcel

Beginning at an Existing Iron Rebar, said Rebar being located N 88°46'47" West a distance of 131.45' from an existing Axle located at the Southwest corner of a tract of land owned by Wilma Lee Morris, PIN No. 0732298556, Recorded at Book of Maps 2001, Page 291, Wake County Registry. Said Existing Axle having North Carolina Geodetic Coordinates (NAD 83; 2011) N: 729,123.48', E: 2,032,670.88'; Thence South 02°05'21" West a distance of 182.00' to a New Iron Pipe; Thence with a curve to the right having a radius of 783.00', an arc length of 190.70', a chord bearing of North 16°13'03" West, and distance of 190.22', to an Existing Iron Pipe; Thence South 89°15'20" East a distance of 59.77' to an Existing Iron Rebar, being the point and place of Beginning, and having an area of 0.142 Acres (6,173 SF), More or Less.



Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:
studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	Pulte Home Company, LLC
Company Phone Number	(919)369-4602
Developer Representative Name	WithersRavenel
Developer Representative Phone Number	(919) 535-5212
Developer Representative Email	bvega@withersravenel.com

New Residential Subdivision Information	
Date of Application for Subdivision	02/01/2022
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Morris Acres
Address of Subdivision (if unknown enter nearest cross streets)	7304, 7208, and 0 Morris Acres Rd.
REID(s)	0181252, 0205072, 0099535, and 0456020
PIN(s)	0732295017, 0732382709, 0732289587, and 0732382530

Projected Dates Information	
Subdivision Completion Date	Dec 2025
Subdivision Projected First Occupancy Date	June 2024

Lot by Lot Development Information																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family	8					60	2	2400	2900	500000	600000	2024	4	2025	4		
Townhomes	100					80	20	2100	2500	400000	500000	2024	50	2025	50		
Condos																	
Apartments																	
Other																	

Revised 08/10/2018

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, Brendie Vega, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at on WebEx (location/address)
on 01/26/2022 (date) from 6pm (start time) to 8pm (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.

Jan 27, 2022
Date

By: Brendie Vega

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Abriel Spittel, a Notary Public for the above State and County, on this the 27 day of January, 2022.

SEAL



Abriel Spittel
Notary Public
Abriel Spittel
Print Name

My Commission Expires: October 26, 2026

20220201 Morris Acres PUD Notification List

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	MAILING ADDRESS 3
800 TUNISIAN DR	0732380119	540 TOWNES HOA, INC	1225 CRESCENT GRN STE 250	CARY NC 27518-8119	
2516 WALDEN WOODS DR	0732398073	ADDEN, NICOLE	2516 WALDEN WOODS DR	APEX NC 27523-6245	
7120 MORRIS ACRES RD	0732387152	ALPS LP	1143 EXECUTIVE CIR STE B	CARY NC 27511-4571	
0 WALDEN WOODS DR	0732397559	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
9001 REEDYBROOK CRSG	0732286392	BEAVER CREEK CROSSING LLC	TODD COPELAND	168 BUSINESS PARK DR STE 200	VIRGINIA BEACH VA 23462-6532
2505 FLINTS POND CIR	0732389017	BECKER, GARY A BECKER, BARBARA J	2505 FLINTS POND CIR	APEX NC 27523-4813	
2412 WALDEN CREEK DR	0732480456	CARNER, CHRISTOPHER DAVID CARNER, BRIDGET MARIE	2412 WALDEN CREEK DR	APEX NC 27523-4844	
2521 WALDEN WOODS DR	0732396202	CAUTHEN, JOHNSON JR CAUTHEN, DEBORAH	2521 WALDEN WOODS DR	APEX NC 27523-6245	
829 TUNISIAN DR	0732382191	CHEN, WANLING	829 TUNISIAN DR	APEX NC 27523-7537	
2507 FLINTS POND CIR	0732388153	CHENEY, BRADEN D MACKIE, HEATHER ANN	2507 FLINTS POND CIR	APEX NC 27523-4813	
2100 PEAKSIDE DR	0732382024	CHO, EUNA K CHO, REX H	2100 PEAKSIDE DR	APEX NC 27523-7540	
0 QUEEN CITY CRES	0732377766	CITISIDE AT BEAVER CREEK CROSSING HOA INC	CHARLESTON MGMT	PO BOX 97243	RALEIGH NC 27624-7243
803 TUNISIAN DR	0732380249	DIAZ, CYNTHIA I COLON CADENA, ARGYL I RAMIREZ	803 TUNISIAN DR	APEX NC 27523-7537	
814 TUNISIAN DR	0732381102	DUSUNG ENTERPRISE INC	5050 HIGHCROFT DR	CARY NC 27519-8830	
2517 WALDEN WOODS DR	0732397014	FALKANGER, JEFFREY J FALKANGER, KERRY C	2517 WALDEN WOODS DR	APEX NC 27523-6245	
805 TUNISIAN DR	0732380268	GAYLES, ANTHONY DARON	805 TUNISIAN DR	APEX NC 27523-7537	
7305 JENKS RD	0732393853	GREEN ACRES OF APEX LLC	7328 JENKS RD	APEX NC 27523-7811	
2503 WALDEN WOODS DR	0732389588	GROSSER, DONALD B JR GROSSER, CYNTHIA S	2503 WALDEN WOODS DR	APEX NC 27523-6245	
815 TUNISIAN DR	0732381272	GUPTA, SAURABH MITTAL, SONAL	815 TUNISIAN DR	APEX NC 27523-7537	
2519 WALDEN WOODS DR	0732396197	HARPER, PAUL MARK HARPER, RENAE KEY	2519 WALDEN WOODS DR	APEX NC 27523-6245	
818 TUNISIAN DR	0732381049	HONG, GIN JONG DAVIS	102 BRASS RING CT	CARY NC 27513-3616	
801 TUNISIAN DR	0732380310	HOUSTON, MICHAEL J HOUSTON, KRISTIN A	231 CANDIA LN	CARY NC 27519-8810	
2502 WALDEN WOODS DR	0732480708	ISAACS, DANIEL J	2502 WALDEN WOODS DR	APEX NC 27523-6245	
2524 WALDEN WOODS DR	0732397472	KAPLAN, PETER KAPLAN, ERIN B	2524 WALDEN WOODS DR	APEX NC 27523-6245	
2505 WALDEN WOODS DR	0732389603	KOESTER, JOHN D KOESTER, JOHANNA P	2505 WALDEN WOODS DR	APEX NC 27523-6245	
841 TUNISIAN DR	0732383044	LAO, TERENCE LAO, CATHERINE	1301 MAGNOLIA BEND LOOP	CARY NC 27519-0121	
8008 REEDYBROOK CRSG	0732289185	LAXMANA, RAJINEESH KUMAR VUMMIDISINGH LAXMANA, SREE HARSHITHA VUMMIDISINGH	13225 LAXMANA DR APT 1611	JERSEY CITY NJ 07302-5557	
812 TUNISIAN DR	0732380174	LIN, SEN	812 TUNISIAN DR	APEX NC 27523-7537	
819 TUNISIAN DR	0732382119	LIU, XINGJUN XING, JUN	112 WYNSTONE CT	COLMAR PA 18915-3104	
817 TUNISIAN DR	0732381281	LUO, JING OUYANG, WEN	817 TUNISIAN DR	APEX NC 27523-7537	
845 TUNISIAN DR	0732373978	MADHVANI, VIRAT K MADHVANI, KAJAL V	317 MILLICENT WAY	MORRISVILLE NC 27560-7299	
853 TUNISIAN DR	0732374900	MAGNOLIA PROPERTY MANAGEMENT LLC	203 SAGERVIEW WAY	DURHAM NC 27713-6191	
813 TUNISIAN DR	0732381244	MIDOLO, ANDREA	813 TUNISIAN DR	APEX NC 27523-7537	
2104 PEAKSIDE DR	0732381071	MISTRY, DHANSUKH MISTRY, SHILA D	2104 PEAKSIDE DR	APEX NC 27523-7540	
7208 MORRIS ACRES RD	0732289587	MORRIS, EDITH S	7208 MORRIS ACRES RD	APEX NC 27523-5822	
0 JENKS RD	0732298556	MORRIS, WILMA LEE	7328 JENKS RD	APEX NC 27523-7811	
2526 WALDEN WOODS DR	0732396483	MULCAHY, JOHN M MULCAHY, MICHELE A	2526 WALDEN WOODS DR	APEX NC 27523-6245	
7304 MORRIS ACRES RD	0732295017	NC DEPT OF TRANSPORTATION TURNPIKE AUTHORITY	TRANSPORTATION SECTION	1505 MAIL SERVICE CTR	RALEIGH NC 27699-1505
0 MORRIS ACRES RD	0732284334	NC DOT TRNPK AUTHORITY	MARTIN T MCCracken	1505 MAIL SERVICE CTR	RALEIGH NC 27699-1500
2509 WALDEN WOODS DR	0732387613	PARKER, DAVID PARKER, ROBYN	2509 WALDEN WOODS DR	APEX NC 27523-6245	
2522 WALDEN WOODS DR	0732398344	PETERSON, DAVID R PETERSON, GAIL C	2522 WALDEN WOODS DR	APEX NC 27523-6245	
843 TUNISIAN DR	0732383061	PULLJALA, DHEERAJ KUMAR PULLJALA, CHAITANYA	843 TUNISIAN DR	APEX NC 27523-7537	
2528 WALDEN WOODS DR	0732396402	PYNE, CRAIG A GALIEN, KIMBERLY L	2528 WALDEN WOODS DR	APEX NC 27523-6245	
809 TUNISIAN DR	0732381216	RAJARAM, NARAYAN K UTHAMARAJAN, ARTHI	2774 WILLOW ROCK LN	APEX NC 27523-8515	
823 TUNISIAN DR	0732382147	RAMSEY, FRANCES B	823 TUNISIAN DR	APEX NC 27523-7537	
2506 FLINTS POND CIR	0732388289	SAFIAN, DAVID SAFIAN, MICHELLE	2506 FLINTS POND CIR	APEX NC 27523-4813	
8006 REEDYBROOK CRSG	0732289182	SARTORI, JEANETTE	8006 REEDYBROOK KING	APEX NC 27523-7542	
2508 FLINTS POND CIR	0732387292	SIMMONS, RYAN KENNETH SIMMONS, KRYSTAL MARIE	2508 FLINTS POND CIR	APEX NC 27523-4813	
2102 PEAKSIDE DR	0732381092	SINGH, ISHA	2102 PEAKSIDE DR	APEX NC 27523-7540	
2504 FLINTS POND CIR	0732389347	SIT, ANITA YIN CHING LEUNG	2504 FLINTS POND CIR	APEX NC 27523-4813	
825 TUNISIAN DR	0732382164	SMITH, DERMOT J SMITH, JENNIFER R	825 TUNISIAN DR	APEX NC 27523-7537	
2515 WALDEN WOODS DR	0732387923	STEVENS, GREGORY W STEVENS, YOKO FUSE	2515 WALDEN WOODS DR	APEX NC 27523-6245	
847 TUNISIAN DR	0732373866	V & V PROPERTY GROUP LLC	317 MILLICENT WAY	MORRISVILLE NC 27560-7299	
816 TUNISIAN DR	0732381121	VACCA, STACY ELLEN	816 TUNISIAN DR	APEX NC 27523-7537	
2511 WALDEN WOODS DR	0732387723	VOJTICEK, BRANDON M VOJTICEK, LEIGH ANN	2511 WALDEN WOODS DR	APEX NC 27523-6245	
2513 WALDEN WOODS DR	0732387823	WEISS, GEOFFREY L	2513 WALDEN WOODS DR	APEX NC 27523-6245	
807 TUNISIAN DR	0732380287	WEST, DONALD EUGENE II	807 TUNISIAN DR	APEX NC 27523-7537	
2518 WALDEN WOODS DR	0732398164	WILLIAMS, STACEY D WILLIAMS, JOHN C	2518 WALDEN WOODS DR	APEX NC 27523-6245	
2520 WALDEN WOODS DR	0732398254	WOODIE, KEITH AUSTIN, HOLLY	2520 WALDEN WOODS DR	APEX NC 27523-6245	
831 TUNISIAN DR	0732383018	WRIGHT, STEVEN C	831 TUNISIAN DR	APEX NC 27523-7537	
849 TUNISIAN DR	0732373993	ZENG, XIAOMING ZHOU, FAN	128 VALLEY VIEW DR	CHAPEL HILL NC 27516-6260	
827 TUNISIAN DR	0732382173	ZHANG, DONG	2134 CRIGAN BLUFF DR	CARY NC 27513-8356	
		RS FINCHER & COMPANY, LLC	PO BOX 1117	APEX NC 27502	
Current Tenant			7409 Jeniks RD	APEX NC 27523	
Current Tenant			7208B Morris Acres RD	APEX NC 27523	
Current Tenant			3101 Reedybrook KING	APEX NC 27523	
Current Tenant			3103 Reedybrook KING	APEX NC 27523	
Current Tenant			3105 Reedybrook KING	APEX NC 27523	
Current Tenant			3107 Reedybrook KING	APEX NC 27523	
Current Tenant			3109 Reedybrook KING	APEX NC 27523	
Current Tenant			3111 Reedybrook KING	APEX NC 27523	
Current Tenant			3113 Reedybrook KING	APEX NC 27523	
Current Tenant			3115 Reedybrook KING	APEX NC 27523	
Current Tenant			3117 Reedybrook KING	APEX NC 27523	
Current Tenant			3119 Reedybrook KING	APEX NC 27523	
Current Tenant			3121 Reedybrook KING	APEX NC 27523	
Current Tenant			3201 Reedybrook KING	APEX NC 27523	
Current Tenant			3203 Reedybrook KING	APEX NC 27523	
Current Tenant			3205 Reedybrook KING	APEX NC 27523	
Current Tenant			3207 Reedybrook KING	APEX NC 27523	
Current Tenant			3209 Reedybrook KING	APEX NC 27523	
Current Tenant			3211 Reedybrook KING	APEX NC 27523	
Current Tenant			3213 Reedybrook KING	APEX NC 27523	
Current Tenant			3215 Reedybrook KING	APEX NC 27523	
Current Tenant			3217 Reedybrook KING	APEX NC 27523	
Current Tenant			3219 Reedybrook KING	APEX NC 27523	
Current Tenant			3221 Reedybrook KING	APEX NC 27523	
Current Tenant			3301 Reedybrook KING	APEX NC 27523	
Current Tenant			3303 Reedybrook KING	APEX NC 27523	
Current Tenant			3305 Reedybrook KING	APEX NC 27523	
Current Tenant			3307 Reedybrook KING	APEX NC 27523	
Current Tenant			3309 Reedybrook KING	APEX NC 27523	
Current Tenant			3311 Reedybrook KING	APEX NC 27523	
Current Tenant			3313 Reedybrook KING	APEX NC 27523	
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Current Tenant			k KING	APEX NC 27523	

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January 12, 2022

RE: Morris Tract PUD

Dear Resident or Property Owner:

Please find enclosed an invitation for a neighborhood meeting for the proposed rezoning of 17.09 acres at 7304 and 7208 Morris Acres Rd. (Wake County PINs 0732295017, 0732382709, 0732289587, and 0732382530) from Rural Residential (RR) to Planned Unit Development – Conditional Zoning (PUD-CZ). The proposal would limit the permitted uses to single-family detached residential dwellings and townhouses.

The meeting will take place virtually on Wednesday, January 26th, 2022 from 6 pm to 8 pm on WebEx. You can join by computer, smartphone, tablet, or other internet-enabled device by using the meeting link.

Register in advance at <https://bit.ly/3EYyb2r>. You can also access the registration page using the camera on your smartphone to scan the code below.



There are several ways to access the virtual meeting. To join by phone, use +1-415-655-0001 US Toll, access code: 2421 385 3483. You can also use the event link, <https://bit.ly/3eTO53G>, or use the camera on your smartphone to scan the code below.



Future meetings will include a Planning Board meeting and a legislative hearing before Town Council. If you are unable to attend the meeting, would like to talk outside of the meeting, or have any other questions or concerns, please email bvega@withersravenel.com or call 919-535-5212. If you have questions for the Town, the Planner on the rezoning case is Liz Loftin: Liz.Loftin@apexnc.org or 919-249-3439.

Sincerely,
WithersRavenel



Brendie Vega, ACIP, CNU-A
Director of Planning

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Morris Tract PUD Zoning: Rural Residential (RR)

Location: 7304 and 7208 Morris Acres Rd.

Property PIN(s): 0732295017, 0732382709, Acreage/Square Feet: 17.09 acres
0732289587, and 0732382530

Property Owner: Edith Morris

Address: 7208 Morris Acres Rd.

City: Apex State: NC Zip: 27523-5822

Phone: _____ Email: _____

Property Owner: North Carolina Department of Transportation Turnpike Authority

Address: Transportation Section, 1505 Mail Service Center

City: Raleigh State: NC Zip: 27699-1505

Phone: _____ Fax: _____ Email: _____

Engineer: WithersRavenel

Address: 115 MacKenan Dr.

City: Cary State: NC Zip: 27511

Phone: (919) 469-3340 Fax: _____ Email: bvega@withersravenel.com

Builder (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning and Community Development Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 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
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Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	James Misciagno	919-372-7470
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

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

Dirt in the Road:	James Misciagno	919-372-7470
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
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Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	James Misciagno	919-372-7470
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	James Misciagno	919-372-7470
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	James Misciagno	919-372-7470
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	Jessica Bolin	919-249-3537
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

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

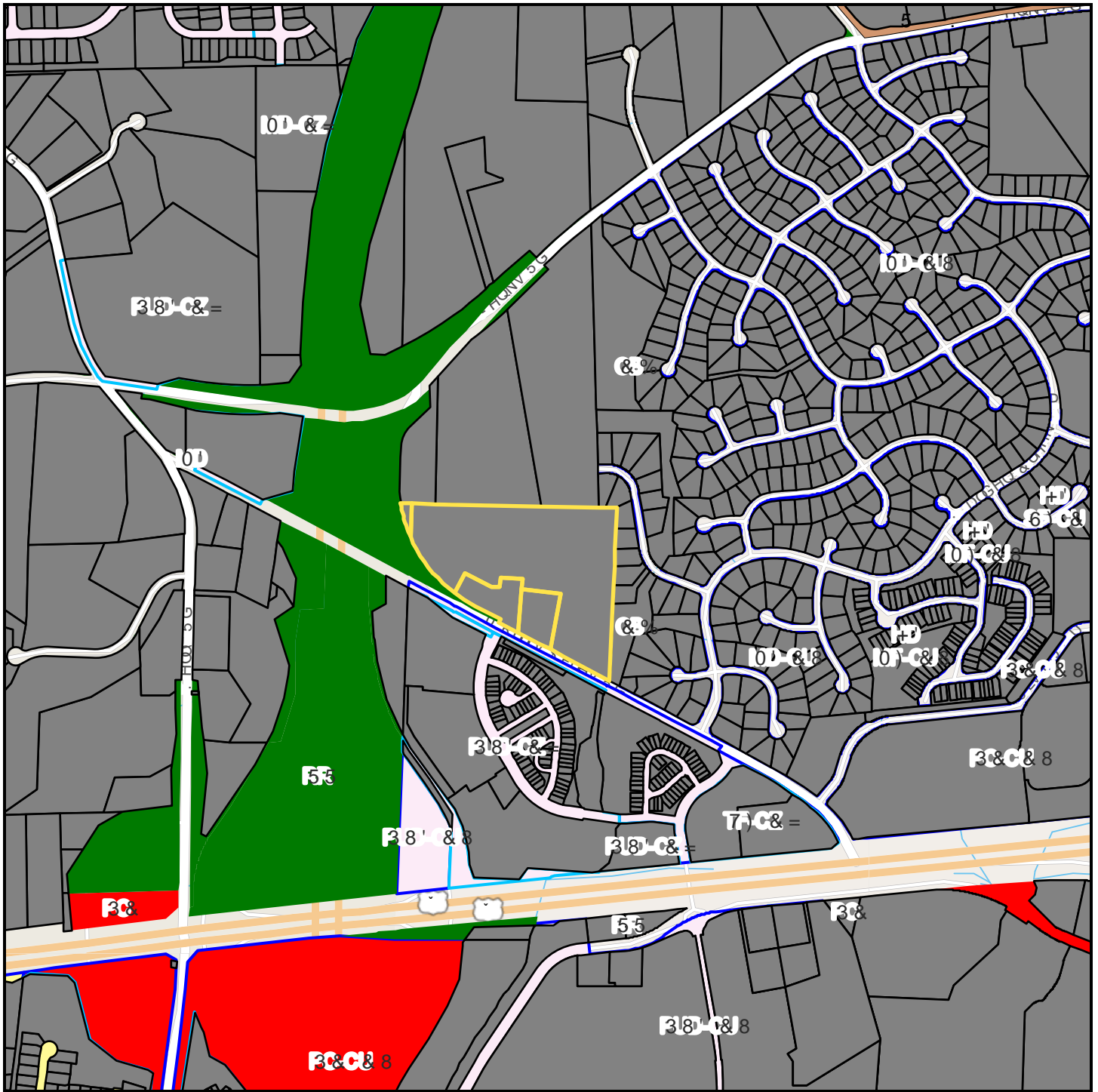


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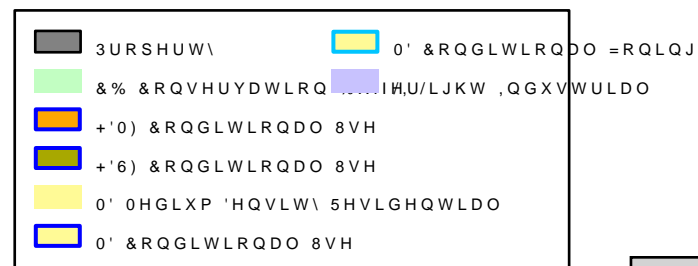


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WKH PRVW FXUUHQW DQG DFFXUDWH LQIR
+RZHYHU WKH PDSV DUH SURGXFHG IRU L
DQG DZHVXUYH\ 1R ZDUUDQWLHV H[SUH
DUH SURYLGHG IRU WKH GDWD WKHUHLQ



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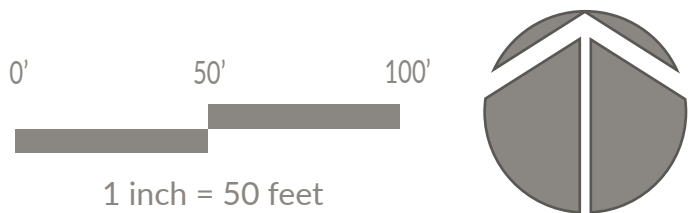


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 DQG 127HVXUYH\ 1R ZDUUDQWLHV H[SUH
 DUH SURYLGHG IRU WKH GDWD WKHUHLQ



LEGEND

- TOWNHOMES
- SINGLE FAMILY DETACHED
- SCM
- STREAM BUFFER/ PONDS
- PERIMETER BUFFER
- WETLAND
- OPEN SPACE
- ACCESS POINTS
- ROAD CROSSING



MORRIS TRACT PUD

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 - Webex
Date of meeting: 1/26/2022 Time of meeting: 6 - 8 p.m.
Property Owner(s) name(s): Edith Morris and NCDOT
Applicant(s): WithersRavenel

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.	See attached.				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

20220126 Morris Acres PUD Neighborhood Meeting Attendance List

Name	Email Address	When Registered	Address 1	Address 2	City	State	ZIP	Phone
Gail Peterson		1/26/2022 18:11	2522 Walden Woods Drive		Apex	Nc	27523	
Donald Grosser		1/26/2022 18:03	2503 Walden Woods Drive		Apex	North Carolina	27523	
Ryan Simmons		1/26/2022 17:58	2508 Flints Pond Cir		Apex	NC	27523	
Randy King		1/26/2022 17:48						
PAUL HARPER		1/24/2022 19:54	2519 Walden Woods Dr		Apex	NC	27523	
Keith Woodie		1/21/2022 11:16	2520 Walden Woods Dr		Apex	NC	27523	
David Parker		1/21/2022 10:01	2509 Walden Woods Dr		Apex	NC	27523	
Brandon Vojticek		1/18/2022 8:53	2511 Walden Woods Dr		Apex	NC	27523	
braden cheney		1/16/2022 8:31	2507 Flints Pond Circle		Apex	NC	27523	
Deborah Cauthen		1/14/2022 13:12	2521 Walden Woods Drive		Apex	NC	27523	
Caroline Richardson		1/6/2022 9:03	137 S Wilmington St.	Suite 200	Raleigh	NC	27601	
Ed Tang		1/6/2022 9:03	137 S Wilmington St.	Suite 200	Raleigh	NC	27601	
Brian Lussier		1/6/2022 9:03	137 S Wilmington St.	Suite 200	Raleigh	NC	27601	
Brendy Vega		1/6/2022 9:03	137 S Wilmington St.	Suite 200	Raleigh	NC	27601	

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): Edith Morris and NCDOT

Applicant(s): WithersRavenel

Contact information (email/phone): Brendie Vega, bvega@withersravenel.com

Meeting Address: Virtual (Webex)

Date of meeting: January 26, 2022

Time of meeting: 6:00 to 8:00 p.m.

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:

Stormwater. Attendees asked about plans for stormwater management on the site.

Applicant's Response:

The project team understands that there are existing stormwater concerns in the area, specifically at Flint's Pond and along Walden Woods Drive. The team shared that its priority is to divert as much water from the subdivision as possible. The project will be engineered to withstand a 100-year flood event, which is above and beyond Town standards. The rate of discharge will be less than or equal to current conditions.

Question/Concern #2:

Buffers. Neighbors had questions regarding buffering along the eastern boundary of the property. Several neighbors expressed interest in installing a wooden fence.

Applicant's Response:

The applicant showed the location of the 20-foot Type A buffer on the bubble diagram.

The team explained that existing trees will not be disturbed in the buffer and that

further surveying is needed to determine if a fence would be useful with the topography.

Question/Concern #3:

Sanitary Sewer. Neighbors asked about the placement of the sewer in relationship to the stream.

Applicant's Response:

At this time, the applicant does not have a definite answer; however, the sewer line may run under the stream. The team will be conducting extensive field research to determine the appropriate path.

Question/Concern #4:

Units, Location, and Construction Timeline. Neighbors asked about the number of units and the construction timeline.

Applicant's Response:

The applicant responded that there will be at most eight single-family detached units to the northeast and 102 townhouse units to the southwest. Once approved by Council, the applicant cannot make significant changes to the PUD and will be bound to the layout shown on the bubble diagram. Land construction will likely begin in summer 2023, and home construction will start in summer 2024.

MORRIS TRACT

PLANNED UNIT DEVELOPMENT

Apex, North Carolina

June 14, 2022

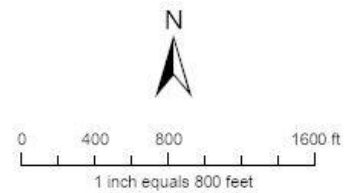
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I. VICINITY MAP



Morris Tract PUD



II. PROJECT INFORMATION

Project	Morris Tract PUD
PINs	0732295017, 0732382709, 0732289587, and 0732382530
Preparer Information	WithersRavenel 115 MacKenan Drive Cary, NC 27511 Brendie Vega, AICP, CNU-A Ed Tang, PE P: 919.469.3340 F: 919.467.6008 bvega@withersravenel.com etang@withersravenel.com
Traffic Consultant	Kimley-Horn
Current Zoning Designation	Rural Residential (RR)
Proposed Zoning Designation	Planned Unit Development (PUD-CZ)
Current 2045 Land Use Map Designation	Medium Density Residential
Area of Tracts	17.09 acres

III. PURPOSE STATEMENT

A. Unified Development Ordinance (UDO) Sections 2.3.4.F.1.

- ◆ The PD Plan encourages cluster and compact development to the greatest extent possible. The PD plan will be interrelated and linked internally and externally by pedestrian ways, bikeways, and other transportation systems.
- ◆ Sidewalks at least five (5) feet in width are provided on all streets throughout the subdivision, as well as sidewalk at least five (feet) in width that will be installed on the frontage of Morris Acres Road.
- ◆ Cul-de-sac(s) will be avoided where environmental features do not constrain the site, and instead will provide connections to existing street(s) and stub(s) to future roads.
- ◆ The development is compatible with the character of the site, where a change to existing land use patterns in the area has increased the surrounding densities and introduced nonresidential uses.
- ◆ The site is within one-half mile of retail, dining, financial institutions, and personal services. Future residents will be able to easily access many necessities and entertainment while minimizing vehicle trips traveled and trip length.
- ◆ The PD Plan proposes architectural standards that are exceptional and provide high-quality design while incorporating energy saving features.

B. Conditional Zoning Standards - UDO Sections 2.3.3.F.1-10

- ◆ The PUD Plan is consistent with the 2045 Land Use Map, which has identified this area as Medium Density Residential which allows for single-family homes, duplexes, and townhouses.
- ◆ The proposed plan is consistent with the changing character of the neighborhood. The Town's adopted 2045 plans, are demonstrative of the changes that have occurred and are proposed for this area.
- ◆ The Zoning district supplemental standards do not apply to the uses that have been listed in the List of Uses.
- ◆ Adverse impacts will be minimal since there are currently residences in this location that are served by private services. Annexation into the Town will provide the new subdivision with trash, public water and sewer, and Town of Apex public safety services.
- ◆ While not yet designed, the subdivision will incorporate recommendations made by the Environmental Advisory Board to minimize environmental impacts.
- ◆ The proposed Conditional Zoning District uses will meet the UDO's requirements for public improvement. A fee-in-lieu will be provided to the Town of Apex for parks and recreation, while other public services will benefit from the tax base provided by the increased tax value of the current properties.
- ◆ The proposed District will meet or exceed the Town's requirements which are meant to protect the health, safety, and welfare of the Town and ETJ residents.
- ◆ There will be no substantial detriment to the adjacent properties. The addition of residential at a slightly higher density than what is existing will not be a substantial detriment to adjacent properties.

- ◆ The use will not constitute a nuisance or hazard as residential uses are inherently intended for the use, enjoyment, and safety of residents in their homes.
- ◆ The proposed Conditional Zoning district use will meet or exceed the applicable provisions of the Ordinance except where noted in this document and as permitted by the Conditional Zoning process.

IV. PERMITTED USES

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

A. Residential

- ◆ Single-family
- ◆ Townhouse, attached
- ◆ Recreation facility, private
- ◆ Accessory apartment
- ◆ Utility, Minor
- ◆ Park, Active
- ◆ Park, Passive

V. PROPOSED CONDITIONS

1. Alleys for units facing Morris Acres Road will accommodate water and sewer utilities within the Town's existing alley cross section subject to staff review and approval at the time of subdivision and construction plans. Public utility easements may be granted on private property to accommodate appurtenances and maintenance.
2. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.
3. No homes will be platted within 50 feet of the eastern property line.

VI. DESIGN CONTROLS

A. Intensity and Density

Maximum Density	7.0 Dwelling Units/Acre		
Maximum Dwelling Units	110 (10 single-family dwelling units and 100 townhomes)		
Maximum Building Height	50 ft		
Setbacks, Single-family Detached	Front: 5 ft from façade 20 ft from garage to back of sidewalk	Side: 5 ft	Rear: 10 ft
		Corner Side: 8 ft	
Setbacks, Townhouses, Front-loaded	Front: 10 ft from façade 20 ft from garage to back of sidewalk	Side: 5 ft	Rear: 10 ft
		Building to Building: 10 ft	
Setbacks, Townhouses, Alley-loaded	Front: 10 ft from façade	Side: 5 ft	Rear: 5 ft
		Building to Building: 10 ft	
Maximum Built Upon Area Permitted (PUD-CZ)	70%		
Proposed Built Upon Area	70%		

B. Perimeter Buffers

North	20-foot Type B
East	20-foot Type A
Morris Acres Rd. (Units facing the street)	30-foot Type E Undisturbed 50-foot Type A/B Disturbed
Morris Acres Rd. (Units oriented away from the street)	30-foot Type B Undisturbed 50-foot Type A/B Disturbed

VII. ARCHITECTURAL CONTROLS

A. Single-family Detached

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.

2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
4. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
5. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
6. Garage doors must have windows, decorative details, or carriage-style adornments on them. The visible side of a single-family detached dwelling unit on a corner lot facing the public street shall contain at least two decorative elements such as, but not limited to, the following:

<ul style="list-style-type: none"> ◆ 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 	<ul style="list-style-type: none"> ◆ Decorative shake ◆ Decorative air vents on gables ◆ Decorative gable ◆ Decorative cornice ◆ Column ◆ Portico ◆ Balcony ◆ Dormer
--	--

B. Townhouses

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.
2. The roofline cannot be a single mass. It must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details, or carriage-style adornments on them.
4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
5. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
6. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
7. The visible side of a townhouse on a corner lot facing the public street shall contain at least two decorative elements such as, but not limited to, the following:

<ul style="list-style-type: none"> ◆ Windows ◆ Bay window ◆ Recessed window ◆ Decorative window ◆ Trim around the windows ◆ Wrap-around porch or side porch ◆ Two or more building materials 	<ul style="list-style-type: none"> ◆ Decorative brick/stone ◆ Decorative trim ◆ Decorative shake ◆ Decorative air vents on gables ◆ Decorative gable ◆ Decorative cornice ◆ Column
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- ◆ Portico
- ◆ Balcony

- ◆ Dormer

VIII. SIGNAGE

All signage in the Morris Tract PUD will comply with the requirements in Section 8.7 of the Town of Apex UDO.

IX. PARKING AND LOADING

The parking requirements of the Town of Apex UDO Section 8.3 will be met.

X. ENVIRONMENTAL ADVISORY BOARD RECOMMENDATIONS

The Morris Tract PUD was heard at the EAB on December 16, 2021. The applicant has agreed to the following.

1. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 100-year storm events in accordance with the Unified Development Ordinance. Treatment for the first 1-inch of runoff will be provided such that the removal of 85% Total Suspended Solids is achieved.
2. The project shall install at least one (1) pet waste disposal reminder sign per SCM. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
3. The project shall install at least one (1) sign per SCM about not using fertilizer near an SCM drainage area. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
4. The project shall select and install tree, shrub, and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.
5. The project shall ensure that at least 75% of the landscaping shall be native species. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.
6. The project shall select and install tree, shrub, and perennial species with special attention to providing diverse and abundant pollinator and bird foot sources, including plants that bloom in succession from spring to fall.
7. The project shall plant warm season grasses in order to minimize the need for irrigation and chemical use.
8. A minimum of three (3) native hardwood tree species shall be used for the landscaping on site.
9. The project shall install at least one (1) pet waste station at each play lawn.

10. All homes shall be pre-configured with conduit for a solar energy system.

XI. NATURAL RESOURCE AND ENVIRONMENTAL DATA

A. Watershed

The properties in the PD Plan are located in the Primary Watershed Overlay District and the Beaver Creek Basin.

B. FEMA Floodplain

No regulatory FEMA mapped floodplain exists on site.

C. Resource Conservation Area

The site is subject to the Resource Conservation Area requirements outlined in the Town of Apex UDO in Section 8.1. This project shall dedicate a minimum 20% of the overall site area upon site plan submittal.

According to the North Carolina Historic Preservation Office's records, the subject site does not contain historic structures.

XII. STORMWATER MANAGEMENT

1. This project is located within the Beaver Creek basin and will be required to attenuate the 1-, 10-, 25-, and 100-year storms.
2. To the extent practicable the stormwater discharge from the onsite SCM(s) will be routed to discharge stormwater from the SCM(s) via a pipe underneath Morris Acres Road (i.e. to the downstream side) subject to Town of Apex and NCDOT approvals.
3. The former pond on the east side of the property was previously breached and the outflow was diverted away from properties with PINs 0732387613, 0732387723, and 0732387823 via an open channel. The proposed project will either pipe or maintain an open channel that continues to direct the natural flow to a point downstream of these properties, subject to Town of Apex, NCDWR, and USACE approvals.

XIII. PARKS, RECREATION, AND CULTURAL ADVISORY COMMISSION

The PRCR Advisory Commission unanimously recommended a fee-in-lieu of dedication for the Morris Tract PUD at their March 30, 2022, meeting. The rate of the fee is set at the time of Town Council approval of the rezoning, is based on a maximum of 110 single family attached and detached units and runs with the life of the project. If approved in 2022, the rate would be \$3,753.89 for Single Family Detached and \$2,528.25 for Single Family Attached units.

XIV. PUBLIC FACILITIES REQUIREMENTS

A. Sanitary Sewer Service

Sewer is available at an outfall at the tributary of the Reedy Branch outfall that runs through a Town of Apex owned parcel.

A capacity study shall be provided at Construction Drawing submittal.

B. Water Service

Extension of water shall be provided to the proposed development with access to water 12" water line in Morris Acres Road.

C. Gas and Electric Service

Electric services will be extended to the site.

D. Roadways

The Site shall require an internal public roadway network and privately maintained parking spaces. The transportation system shall be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan and the Town of Apex Standard Specifications and Standard Details.

The Transportation plan designates Morris Acres Road as an 80-foot minimum right-of-way with a minimum 10-foot Side Path.

Staff has indicated that their comments will be provided in April.

E. Transit

The nearest transit stop for the local GoApex Route 1 is anticipated to be located at the Beaver Creek Commons shopping center. Regional Transit can be accessed along NC 55 Hwy. The subject site is located within the Transit Oriented Development Context Area.

F. Pedestrian Facilities

A 10-foot Side Path shall be provided along the frontage of Morris Acres Road, in accordance with the Transportation Plan & UDO.

Sidewalks at least five (5) feet in width shall be provided on both sides of all internal streets, including cul-de-sac(s).

For alley-loaded townhouses that front Morris Acres Road, a minimum five-foot (5') sidewalk connection between the townhouse units and the 10-foot Side Path along Morris Acres Road shall be provided. These connections will perpendicularly cross the 30-foot Thoroughfare Buffer along Morris Acres Road.

XV. PHASING

The site is anticipated to be developed in two (2) phases.

XVI. AFFORDABLE HOUSING

Of the one hundred (100) permitted townhouse dwellings, at least two (2) residential restricted median-income affordable housing townhouse ownership units (Affordable Housing Units) shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (includes unit price and lot price) that is calculated based upon the one-hundred percent (100%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI) as most recently published by the U.S. Department of Housing and Urban Development (HUD). The Affordable Housing Units shall be occupied by low or median-income households earning no more than one hundred percent (100%) of the Raleigh, NC MSA AMI, adjusted for family size as most recently published by HUD. A restrictive covenant (i.e., resale deed restriction) with a minimum affordability period of ten (10) years shall be recorded against each Affordable Housing Unit concurrently at the close of escrow upon the sale of each Affordable Housing Units to memorialize the affordable housing terms and conditions. The two (2) Affordable Housing Unit lots shall be identified on the Master Subdivision Final Plat, which may be amended from time to time. A restrictive covenant (i.e. affordable housing agreement) between the Town and Applicant shall be recorded against the two (2) Affordable Housing Unit lots prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. Developer will be responsible for performing marketing, applicant screening and selection process and management of the Affordable Housing Units during the affordability period with oversight and support provided by Town staff.

XVII. ELEVATIONS

Elevations will comply with the Architectural and Design Controls for the Morris Tract PUD. Elevations submitted with this PD Plan are representative of what may be provided.

XVIII. CONSISTENCY WITH ADVANCE APEX

The Plan is consistent with the Advance Apex Plan and Land Use Map.

The Apex 2045 Land Use Map identifies the subject parcels as Medium Density Residential. Medium Density Residential lands are characterized by single-family homes, duplexes, quadplexes, and townhomes with densities no less than three (3) and no more than seven (7) dwelling units per acre. Medium Density Residential provides a transition from the more urbanized areas of Apex to low-density neighborhoods.

The proposed density of 6.5 dwelling units per acre and proposed uses meet the Medium Density Residential standards. In addition, once established, the proposed development will soften the transition between large rural lands and residential neighborhoods and commercial areas.

XIX. CONSISTENCY WITH THE UDO

The proposed development is consistent with all applicable requirements of the Town of Apex UDO.

XX. COMPLIANCE WITH COMPREHENSIVE TRANSPORTATION PLAN AND BICYCLE AND PEDESTRIAN SYSTEM PLAN

The proposed development complies with the applicable requirements of the Town of Apex Comprehensive Transportation Plan and Bicycle Plan.

XXI. CONFORMITY WITH TOWN OF APEX ADOPTED PLANS AND POLICIES

In addition to being consistent with the Town's Advance Apex Comprehensive Plan, Unified Development Ordinance, and the Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan, the proposed development is designed to conform with the following plans and their subsequent maps:

- Parks, Recreation, Greenways, and Open Space Master Plan
 - The development is designed with 10' path adjoining Morris Acres Road as detailed in the Master Plan map.
- Collection System Facility Plan (Master Sewer Plan)
 - The development is proximate to adequate water and sewer infrastructure within the Beaver Creek outfall (see Section XIV).
- NC 540/Western Wake Freeway Plan
 - The development is identified as "Medium Density Residential" which is consistent with proposed use of the site.

PLANNED UNIT DEVELOPMENT

MORRIS TRACT

TOWN OF APEX, WAKE COUNTY, NORTH CAROLINA

1ST SUBMITTAL: FEBRUARY 1, 2022

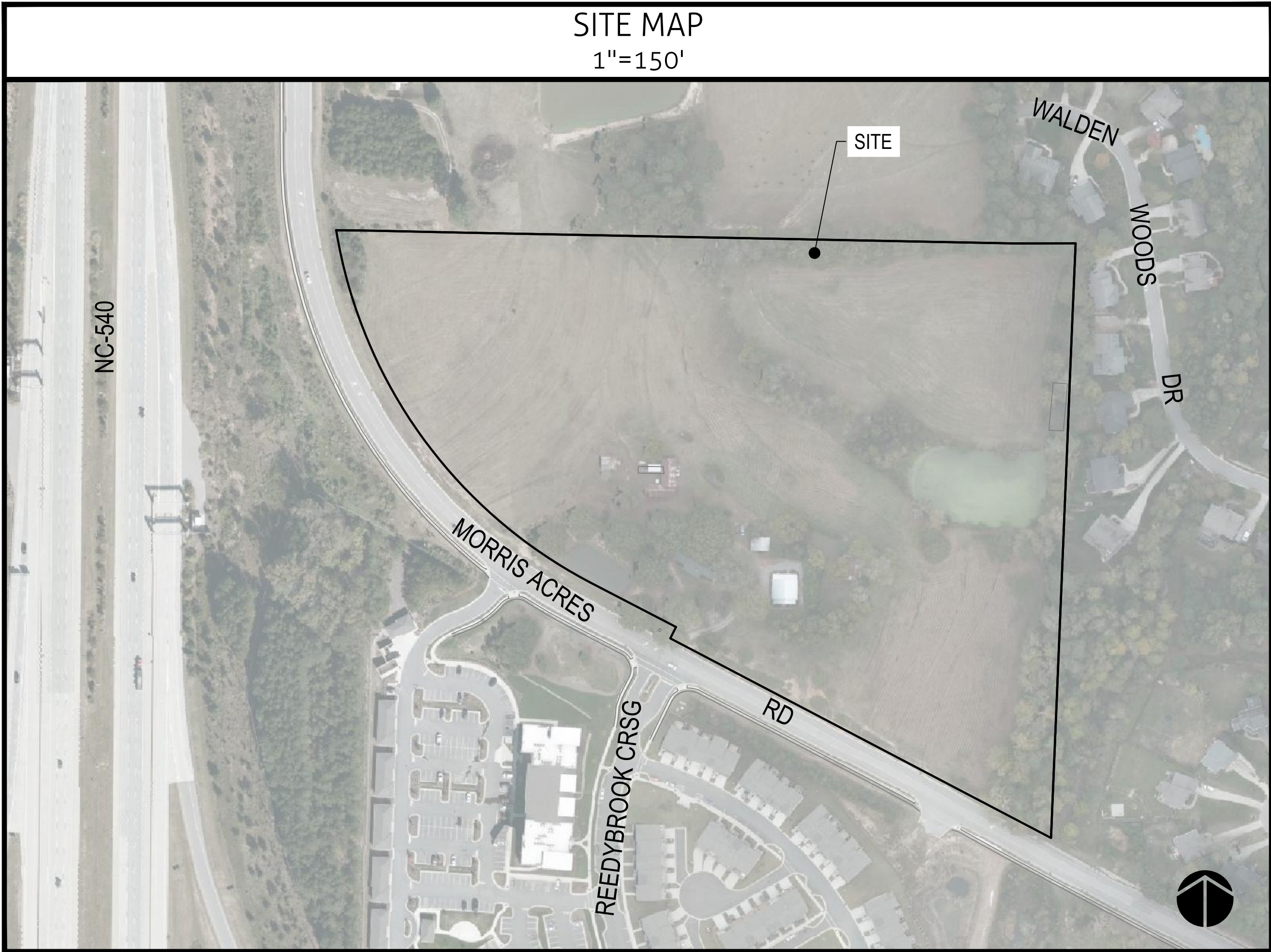
2ND SUBMITTAL: MARCH 11, 2022

3RD SUBMITTAL: APRIL 8, 2022

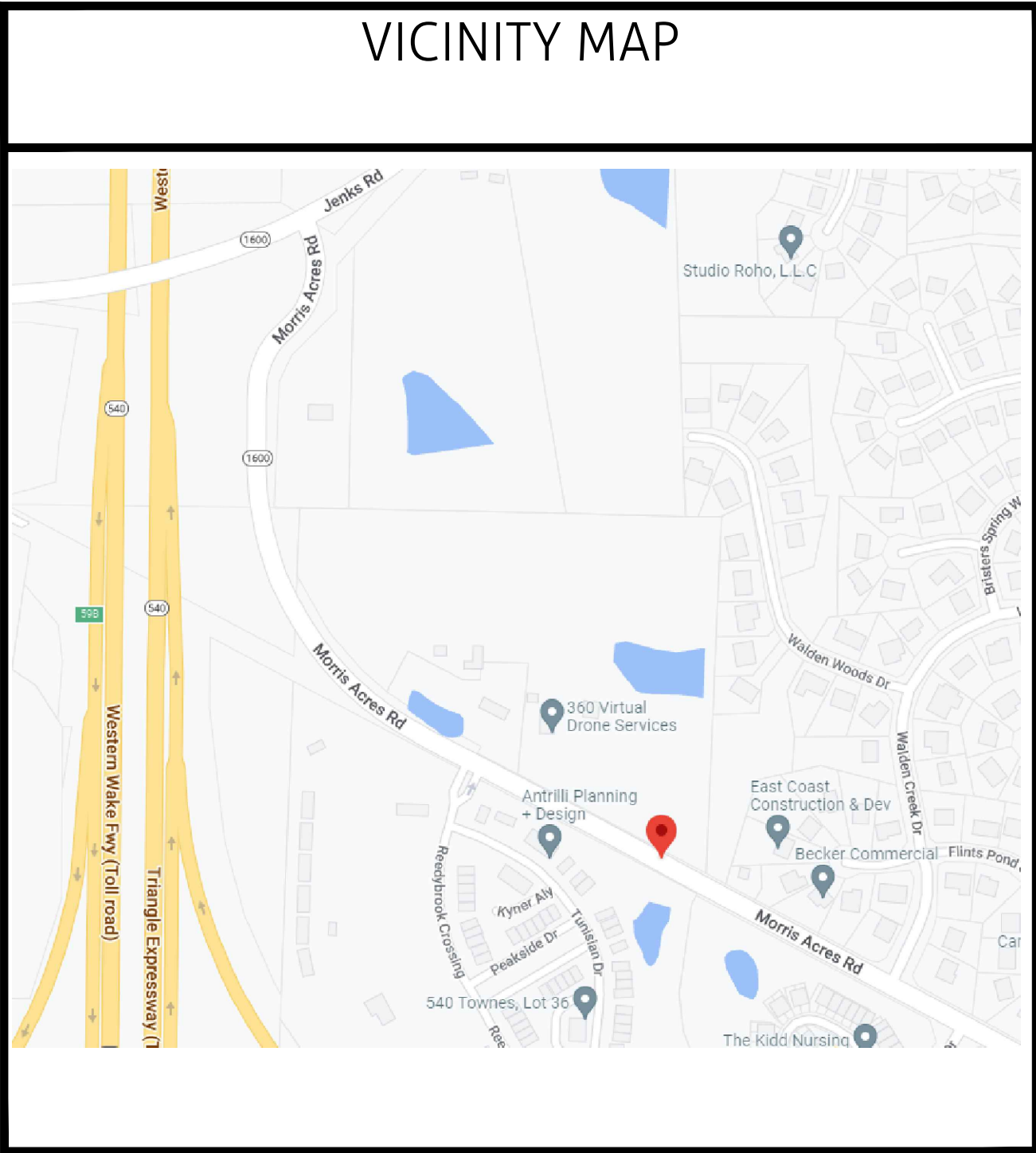
4TH SUBMITTAL: MAY 13, 2022

SITE DATA									
LAND OWNERS:		NCDOT 1505 MAIL SERVICE CENTER RALEIGH, NC 27699 ATTN: BRIAN ROGERS			EDITH MORRIS 7208 MORRIS ACRES RD APEX, NC 27523				
2045 LAND USE PLAN DESIGNATION		CURRENT			MEDIUM DENSITY RESIDENTIAL				
		PROPOSED			NO CHANGE				
ZONING		CURRENT			RURAL RESIDENTIAL (RR)				
		PROPOSED			PUD-CZ				
AREA OF TRACTS IN PROPOSED PUD		0732-29-5017			0.14 AC.				
		0732-38-2709			14.12 AC.				
		0732-28-9587			1.52 AC.				
		0732-38-2530			1.31 AC.				
		TOTAL =			17.09 AC.				
REQUESTED SEWER CAPACITY		120 GPD * 3 BEDROOMS * 110 UNITS = 39,600 GPD							
PARKING REQUIREMENTS		SINGLE FAMILY DETACHED: 2 SPACES PER UNIT TOWNHOMES: 2 SPACES PER UNIT PLUS 0.25 FOR GUEST PARKING							
PARKING PROVIDED		SINGLE FAMILY DETACHED: 2 SPACES PER UNIT X 10 UNITS = 20 SPACES TOWNHOMES: 2 SPACES PER UNIT PLUS 0.25 FOR GUEST PARKING X 100 UNITS = 225 SPACES							
RESIDENTIAL DENSITY		MAXIMUM			7 DU/ACRE				
BUILDING HEIGHT		MAXIMUM			42 FT				
SINGLE FAMILY BUILDING SETBACKS		FRONT	5 FT*, 20 FT**	REAR	10 FT	SIDE	5 FT	CORNER	8 FT
TOWNHOUSE (FRONT-LOADED) SETBACKS		FRONT	10 FT*, 20 FT**	REAR	10 FT	SIDE	5 FT	10 FT BUILDING TO BUILDING	
TOWNHOUSE (ALLEY-LOADED) SETBACKS		FRONT	10 FT*	REAR	5 FT	SIDE	5 FT	10 FT BUILDING TO BUILDING	
WATERSHED		PROPERTY LOCATED WITHIN THE PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.							
REQUIRED RCA		20% PER UDO SECTION 8.1.2.C.4							
HISTORIC STRUCTURES		NONE							
COMMUNITY AMENITIES		INCLUDES: FIRE PIT, BENCHES, LAWN GAMES, PEDESTRIAN ORIENTED AREAS							
SITE BUFFERS		NORTH			20' TYPE B BUFFER				
		EAST			20' TYPE A BUFFER				
		SOUTH (MORRIS ACRES RD)			UNITS FACING THE STREET: 30' TYPE E BUFFER UNITS ORIENTED AWAY FROM THE STREET: 30' TYPE B BUFFER				
*FROM FAÇADE **19' FROM GARAGE TO LOT LINE AND 20' FROM GARAGE TO BACK OF SIDEWALK									

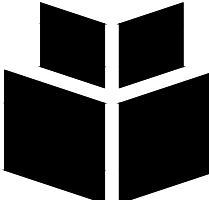
NOTE: THE PROR ADVISORY COMMISSION UNANIMOUSLY RECOMMENDED A FEE-IN-LIEU OF DEDICATION FOR THE MORRIS TRACT PUD AT THEIR MARCH 30, 2022 MEETING. THE RATE OF THE FEE IS SET AT THE TIME OF TOWN COUNCIL APPROVAL OF THE REZONING, IS BASED ON A MAXIMUM OF 110 SINGLE FAMILY ATTACHED AND DETACHED UNITS AND RUNS WITH THE LIFE OF THE PROJECT. IF APPROVED IN 2022, THE RATE WOULD BE \$3,753.89 FOR SINGLE FAMILY DETACHED AND \$2,528.25 FOR SINGLE FAMILY ATTACHED UNITS.



INDEX OF SHEETS	
0	COVER
1	EXISTING CONDITIONS
2	CONCEPTUAL PUD PLAN
3	CONCEPTUAL UTILITY PLAN
4	CONCEPTUAL STORMWATER PLAN



PREPARED BY:



WithersRavenel

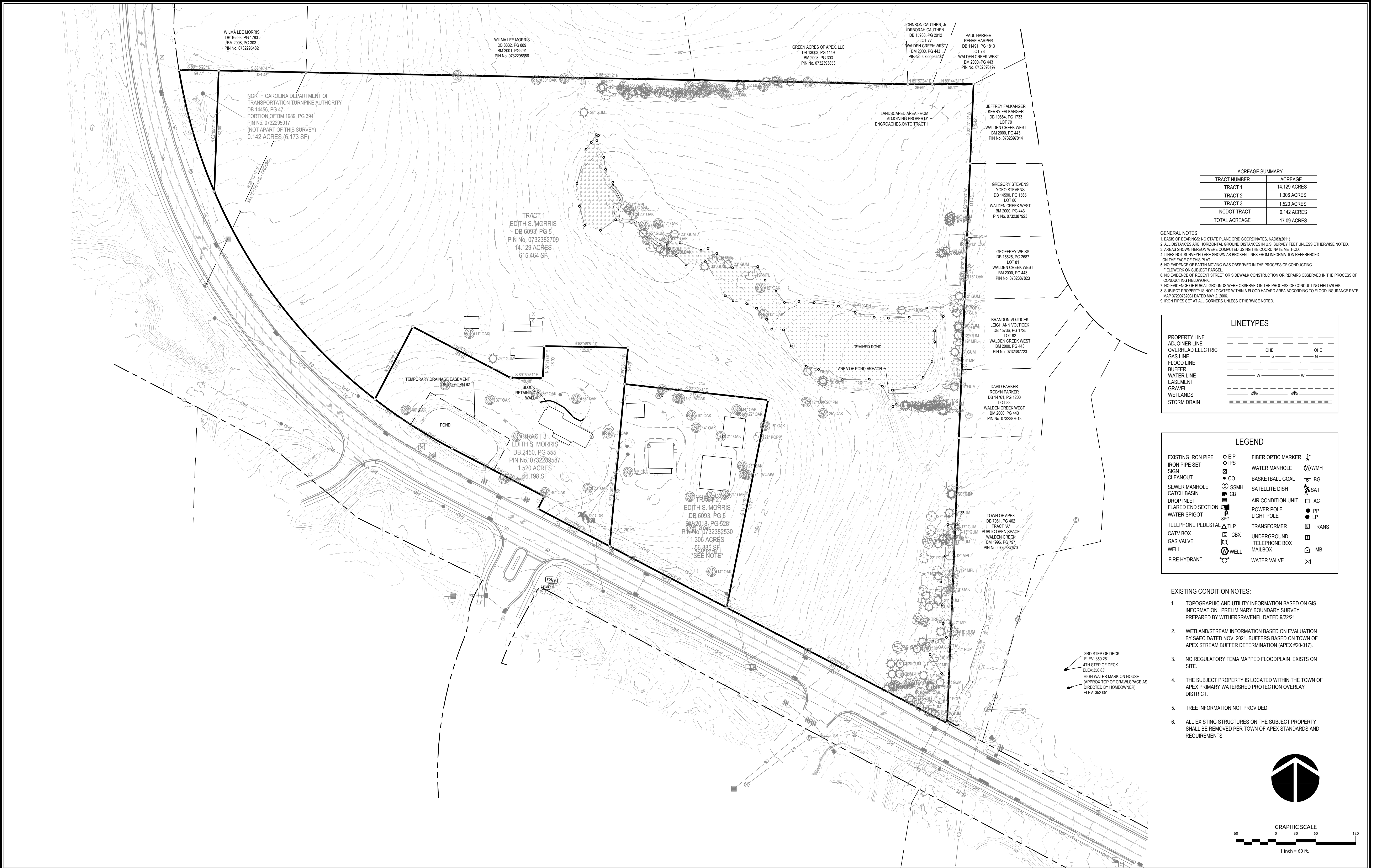
Engineers | Planners | Surveyors

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

PLANNER: BRENDIE VEGA, AICP BVEGA@WITHERSRAVENEL.COM	CIVIL ENGINEER: ED TANG, PE ETANG@WITHERSRAVENEL.COM
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DEVELOPER

PULTE GROUP
1225 CRESCENT GREEN DRIVE
CARY, NC 27518
ATTN: RANDY KING, PE



ACREAGE SUMMARY	
TRACT NUMBER	ACREAGE
TRACT 1	14.129 ACRES
TRACT 2	1.306 ACRES
TRACT 3	1.520 ACRES
NCDOT TRACT	0.142 ACRES
TOTAL ACREAGE	17.09 ACRES

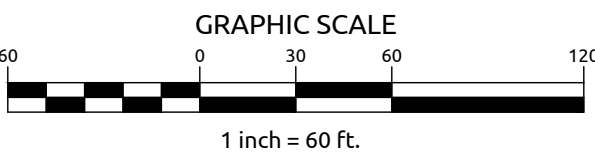
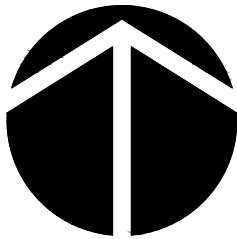
- GENERAL NOTES
1. BASIS OF BEARINGS: NC STATE PLANE GRID COORDINATES, NAD83(2011)
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
 3. AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE METHOD.
 4. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
 5. NO EVIDENCE OF EARTH MOVING WAS OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK ON SUBJECT PARCEL.
 6. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK.
 7. NO EVIDENCE OF BURIAL GROUNDS WERE OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK.
 8. SUBJECT PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 3720032001 DATED MAY 2, 2006.
 9. IRON PIPES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

LINETYPES	
PROPERTY LINE	---
ADJOINER LINE	---
OVERHEAD ELECTRIC	---OHE---
GAS LINE	---G---
FLOOD LINE	---
BUFFER	---
WATER LINE	---
EASEMENT	---
GRAVEL	---
WETLANDS	---
STORM DRAIN	---

LEGEND	
EXISTING IRON PIPE	○ EIP
IRON PIPE SET	○ IPS
SIGN	⊠
CLEANOUT	● CO
SEWER MANHOLE	⊙ SSMH
CATCH BASIN	⊠ CB
DROP INLET	⊠
FLARED END SECTION	⊠
WATER SPIGOT	⊠
TELEPHONE PEDESTAL	⊠ TLP
CATV BOX	⊠ CBX
GAS VALVE	⊠
WELL	⊙ WELL
FIRE HYDRANT	⊠
FIBER OPTIC MARKER	⊠
WATER MANHOLE	⊙ WMH
BASKETBALL GOAL	⊠ BG
SATELLITE DISH	⊠ SAT
AIR CONDITION UNIT	⊠ AC
POWER POLE	⊠
LIGHT POLE	⊠ LP
TRANSFORMER	⊠ TRANS
UNDERGROUND TELEPHONE BOX	⊠
MAILBOX	⊠ MB
WATER VALVE	⊠

EXISTING CONDITION NOTES:

1. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON GIS INFORMATION. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 9/22/21
2. WETLAND/STREAM INFORMATION BASED ON EVALUATION BY S&EC DATED NOV. 2021. BUFFERS BASED ON TOWN OF APEX STREAM BUFFER DETERMINATION (APEX #20-017).
3. NO REGULATORY FEMA MAPPED FLOODPLAIN EXISTS ON SITE.
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
5. TREE INFORMATION NOT PROVIDED.
6. ALL EXISTING STRUCTURES ON THE SUBJECT PROPERTY SHALL BE REMOVED PER TOWN OF APEX STANDARDS AND REQUIREMENTS.



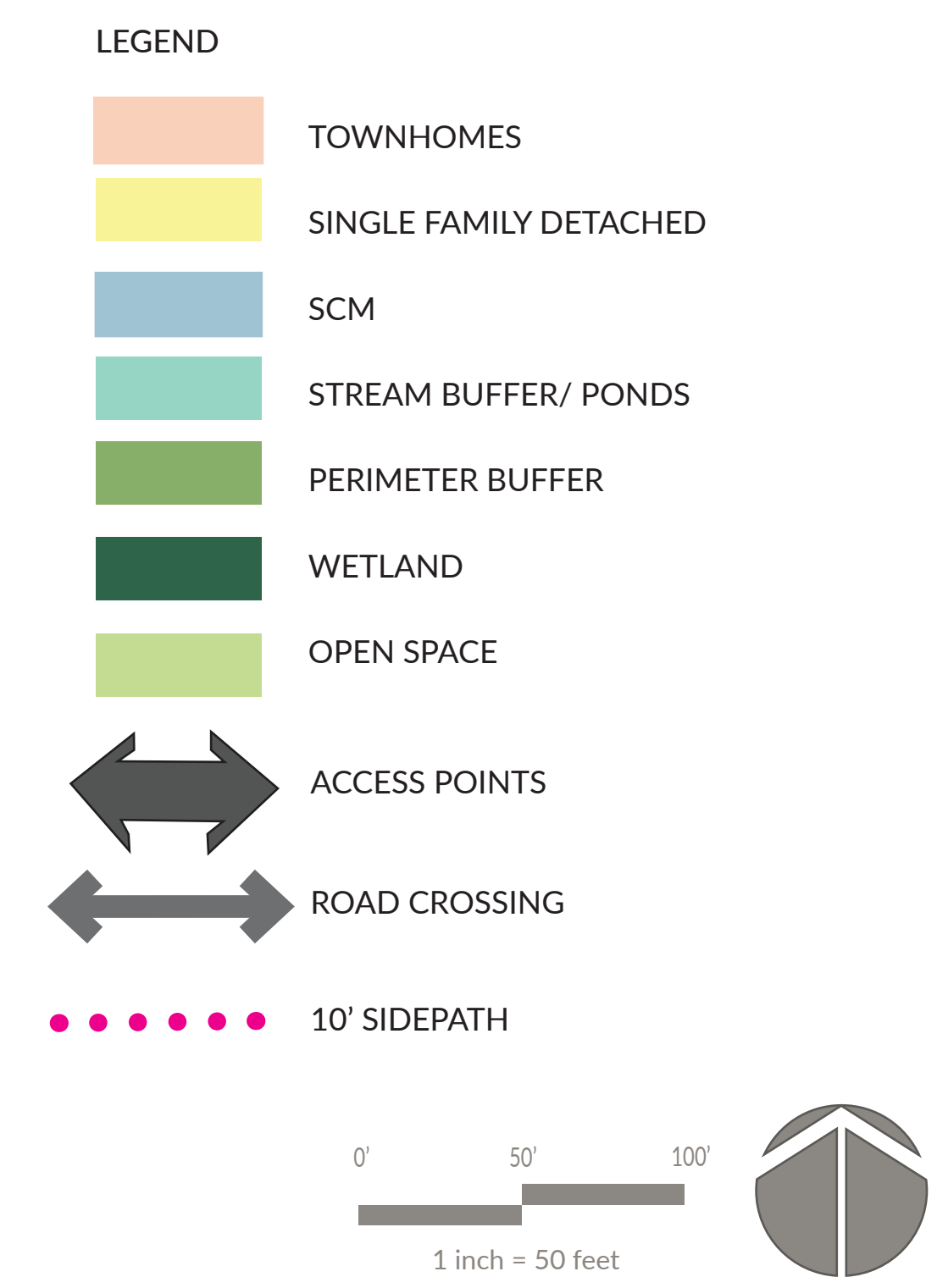
No.	Revision	Date	By	Designer	Scale
				WR	AS NOTED
				WR	02/01/2022
				ET	02210742.1

MORRIS TRACT PUD	WAKE COUNTY	NORTH CAROLINA
APEX		

EXISTING CONDITIONS

	WithersRavenel	Engineers Planners Surveyors
115 MacKenan Drive Cary, NC 27511 t: 919-469-3340 license #: F-1479 www.withersravenel.com		

Sheet No.
1.0



CONCEPT PLAN FOR ILLUSTRATIVE
PURPOSES ONLY

K:\21210\21210102_PlanNotes_1\TaskCAD\Drawings\Sheet\023 Conceptual Utility Plan.dwg, Friday, May 13, 2022, 4:43:59 PM, T:\NAME, ED

UTILITY NOTES:

1. DEVELOPER WILL REQUEST TOWN OF APEX UTILITY SERVICES FOR WATER AND SEWER.
2. WATER AND SANITARY SEWER WILL BE OWNED AND MAINTAINED BY THE TOWN OF APEX.
3. FIRE HYDRANTS, VALVES, SERVICES, METERS, AND APPURTENANCES SHALL BE DESIGNED PER THE TOWN OF APEX CONSTRUCTION SPECIFICATIONS AND SHALL BE SHOWN ON THE CONSTRUCTION PLANS.
4. ALL UTILITY EASEMENTS SHALL BE PROVIDED AS NECESSARY. DELINEATION WILL BE DETERMINED WITH FINAL DESIGN OF INTERNAL PUBLIC STREETS AT THE SUBDIVISION PLAN STAGE. MINIMUM UNDISTURBED BUFFER WIDTHS SHALL BE EXCLUSIVE OF UTILITY EASEMENTS UNLESS APPROVED BY THE DIRECTOR OF THE PUBLIC WORKS & UTILITIES DEPARTMENT.
5. THE DEVELOPER WILL ACTIVELY WORK WITH THE TOWN OF APEX TO PRESERVE EXISTING TREES ON SITE. THESE AREAS SHALL INCLUDE REQUIRED LANDSCAPE BUFFERS, RCA AREAS, NON-BUFFERED AND NON-RCA AREAS, AREAS OF PROPOSED UTILITY LINES, AND ADJACENT TO THE SUBJECT PROPERTY, TO THE MAXIMUM EXTENT POSSIBLE.
6. UTILITY LAYOUT FOR WATER AND SEWER IS CONCEPTUAL. FINAL DESIGN WILL BE DETERMINED AT THE SUBDIVISION PLAN STAGE.
7. IN NATURAL DRAINAGE WAYS, SEWER SHALL BE EXTENDED TO PROPERTY LINES TO READILY ENABLE FUTURE CONNECTIONS TO ADJOINING PROPERTY. SEWER DESIGN SHALL ACCOUNT FOR FUTURE UPSTREAM DEVELOPMENT BASED ON THE CURRENT LAND USE PLAN, AND SHALL INCLUDE EVALUATION OF EXISTING DOWNSTREAM SEWER CAPACITY.

No.	Revision	Date	By

Designer	WR	Scale	AS NOTED
Drawn By	WR	Date	02/01/2022
Checked By	ET	Job No.	02210742.1

APEX

MORRIS TRACT PUD

WAKE COUNTY

NORTH CAROLINA

CONCEPTUAL UTILITY PLAN

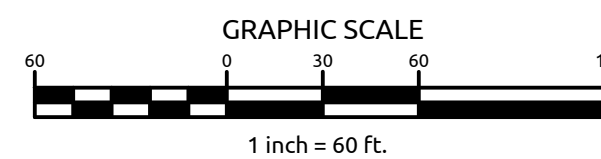
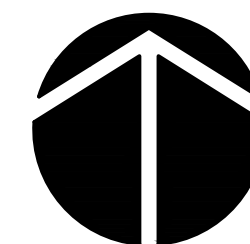


WithersRavenel
Engineers | Planners | Surveyors

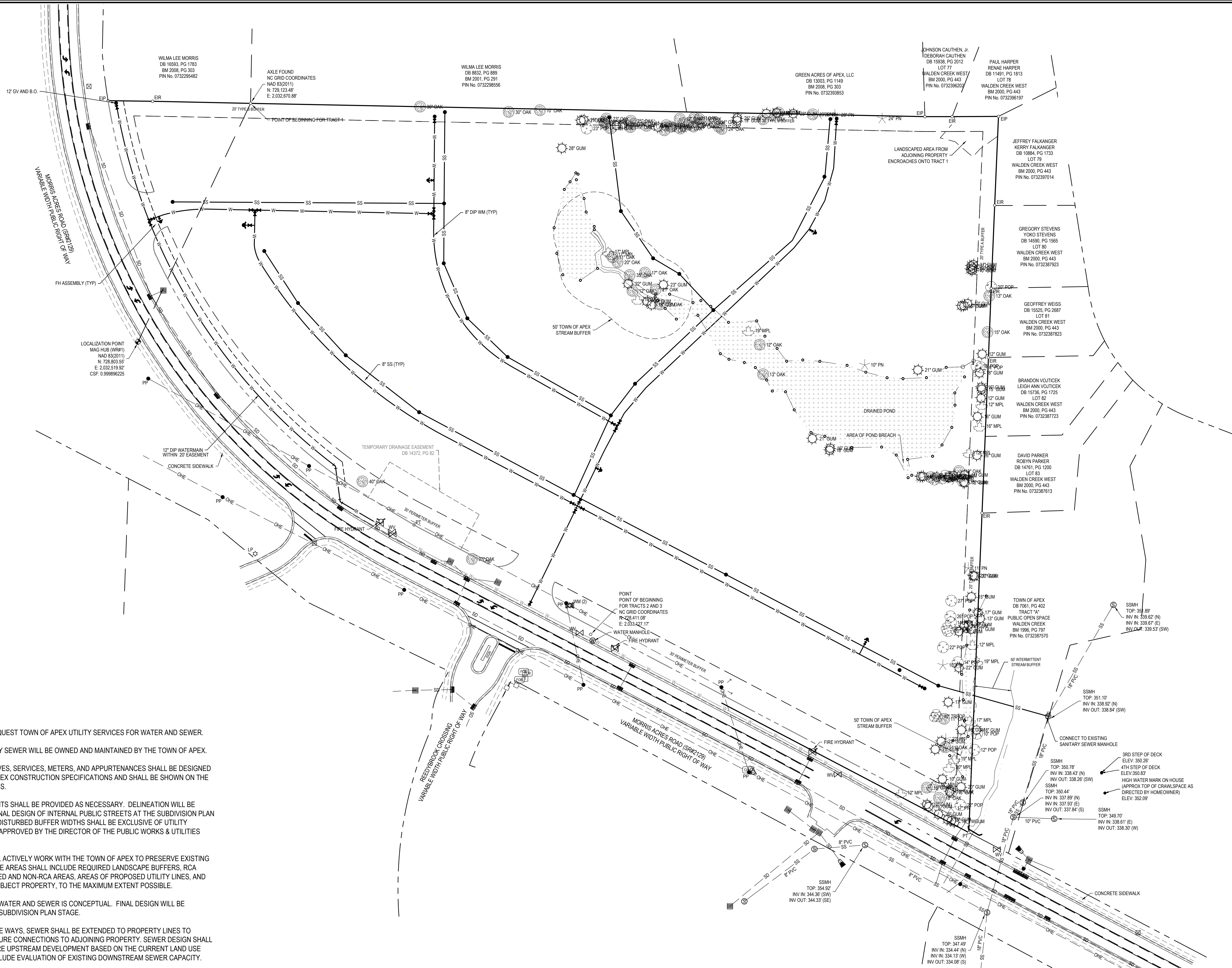
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479 | www.withersravenel.com

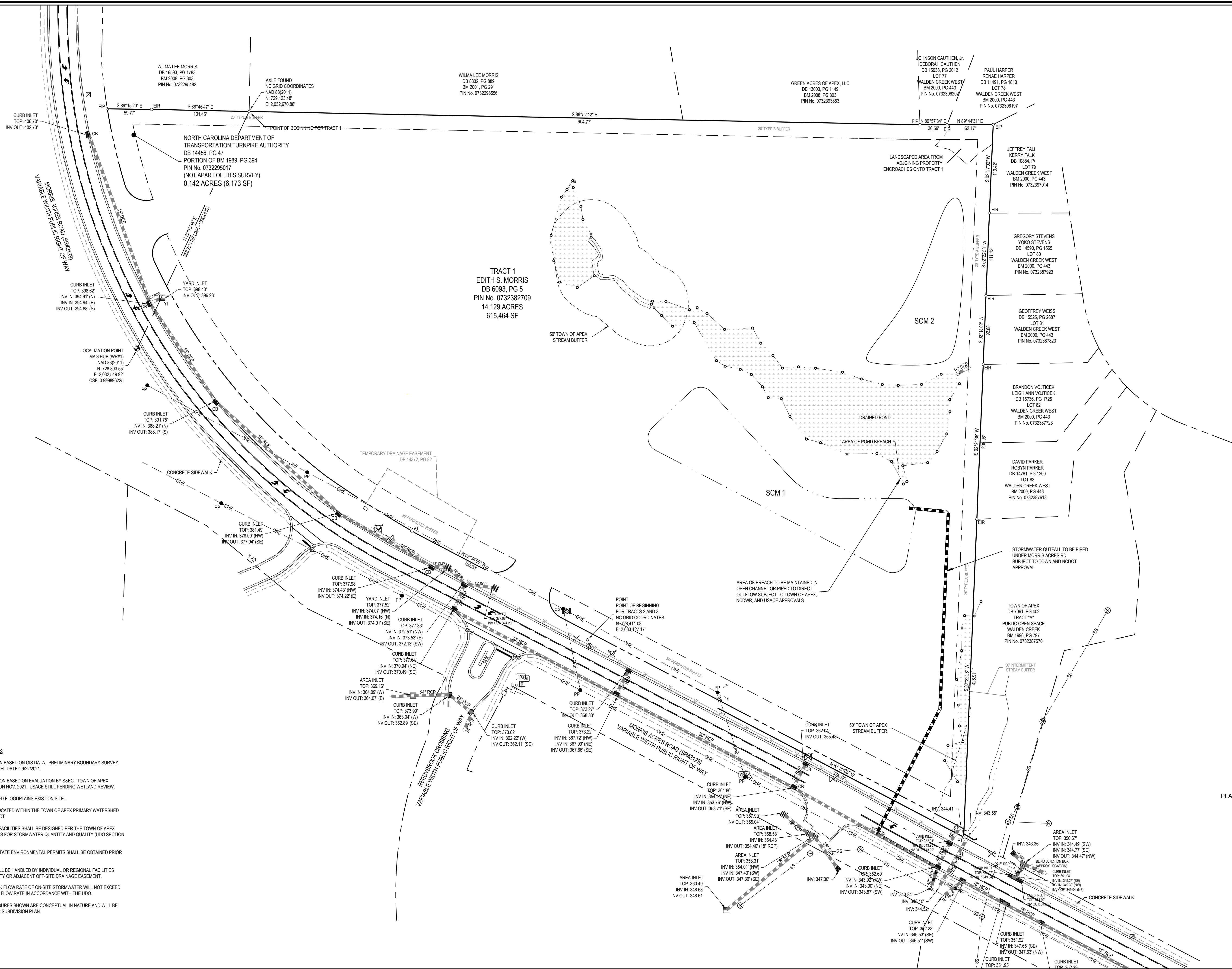
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PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY

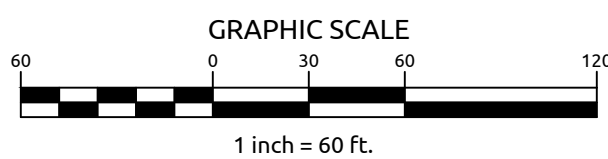
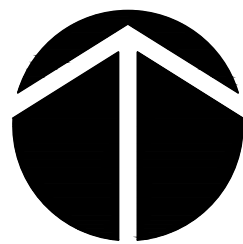




STORMWATER MANAGEMENT NOTES:

- EXISTING UTILITY INFORMATION BASED ON GIS DATA. PRELIMINARY BOUNDARY SURVEY PREPARED BY WITHERSRAVENEL DATED 8/22/2021.
- WETLAND/STREAM INFORMATION BASED ON EVALUATION BY SADC. TOWN OF APEX REVIEWED STREAM BUFFERS ON NOV. 2021. USACE STILL PENDING WETLAND REVIEW.
- NO REGULATORY FEMA MAPPED FLOODPLAINS EXIST ON SITE.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT.
- STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED PER THE TOWN OF APEX STANDARDS AND REGULATIONS FOR STORMWATER QUANTITY AND QUALITY (UDO SECTION 6.1.7 B).
- ALL APPLICABLE LOCAL AND STATE ENVIRONMENTAL PERMITS SHALL BE OBTAINED PRIOR TO START OF CONSTRUCTION.
- STORMWATER TREATMENT WILL BE HANDLED BY INDIVIDUAL OR REGIONAL FACILITIES WITHIN THE SUBJECT PROPERTY OR ADJACENT OFF-SITE DRAINAGE EASEMENT.
- THE POST DEVELOPMENT PEAK FLOW RATE OF ON-SITE STORMWATER WILL NOT EXCEED THE PRE-DEVELOPMENT PEAK FLOW RATE IN ACCORDANCE WITH THE UDO.
- STORMWATER CONTROL MEASURES SHOWN ARE CONCEPTUAL IN NATURE AND WILL BE FINALIZED AT TIME OF MASTER SUBDIVISION PLAN.

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY



No.	Revision	Date	By	Designer	Scale
				WR	AS NOTED
				WR	02/01/2022
				ET	02210742.1

MORRIS TRACT PUD	WAKE COUNTY	NORTH CAROLINA
APEX		

CONCEPTUAL STORMWATER PLAN

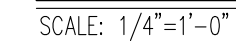
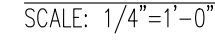


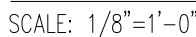
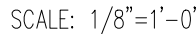
WithersRavenel
Engineers | Planners | Surveyors

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

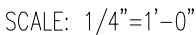
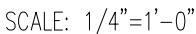
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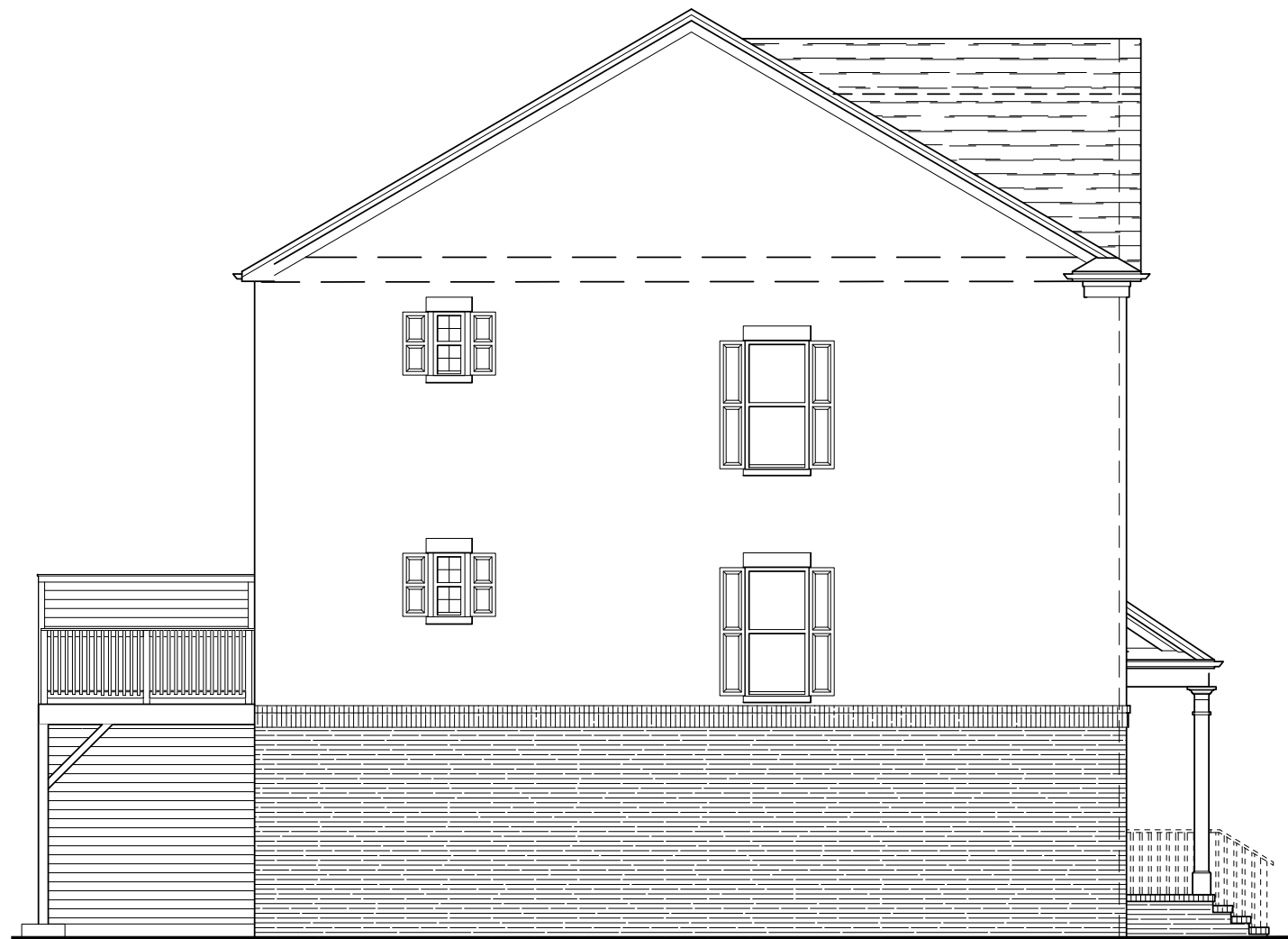




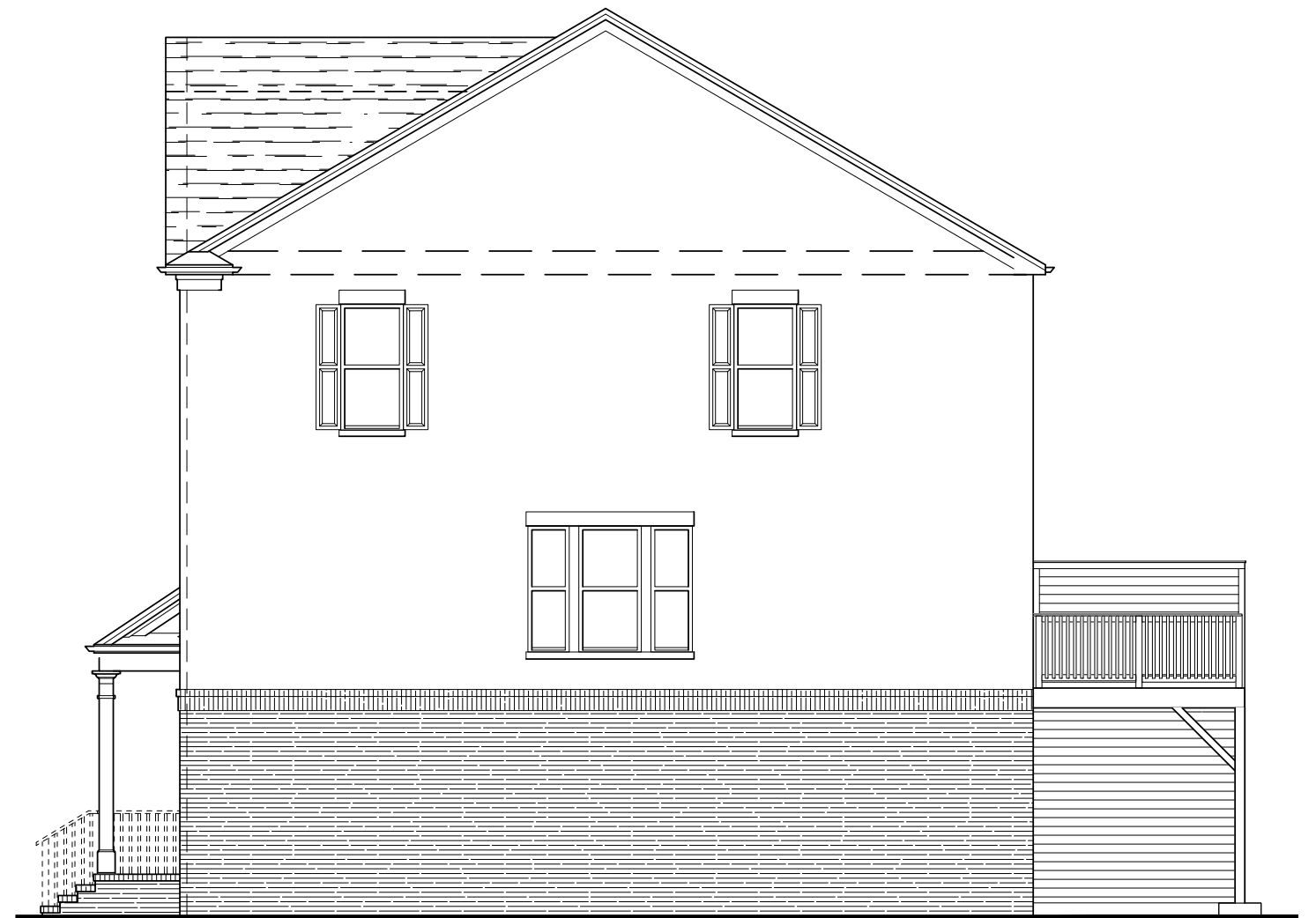
*CALCULATIONS REFLECT 50 % RIDGE AND 50 % SOFFIT VENTS ALLOWABLE PER SECTION IRC R806.2







LEFT ELEVATION "61- 70"



RIGHT ELEVATION "61- 70"

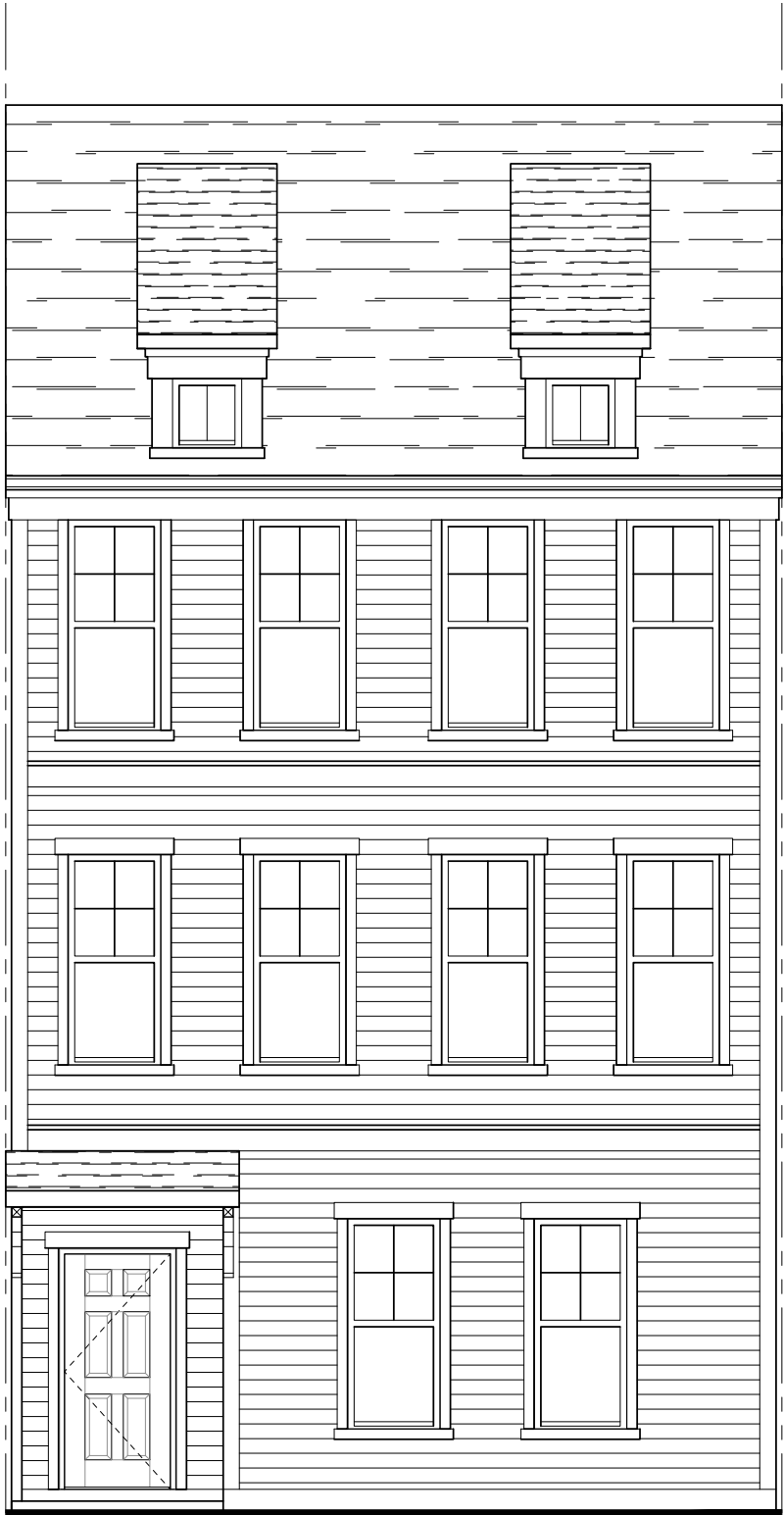


REAR ELEVATION



REAR GARAGE ELEVATION "1"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



REAR GARAGE ELEVATION "2"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



REAR GARAGE ELEVATION "3"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



REAR GARAGE ELEVATION "4"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



REAR GARAGE ELEVATION "5"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



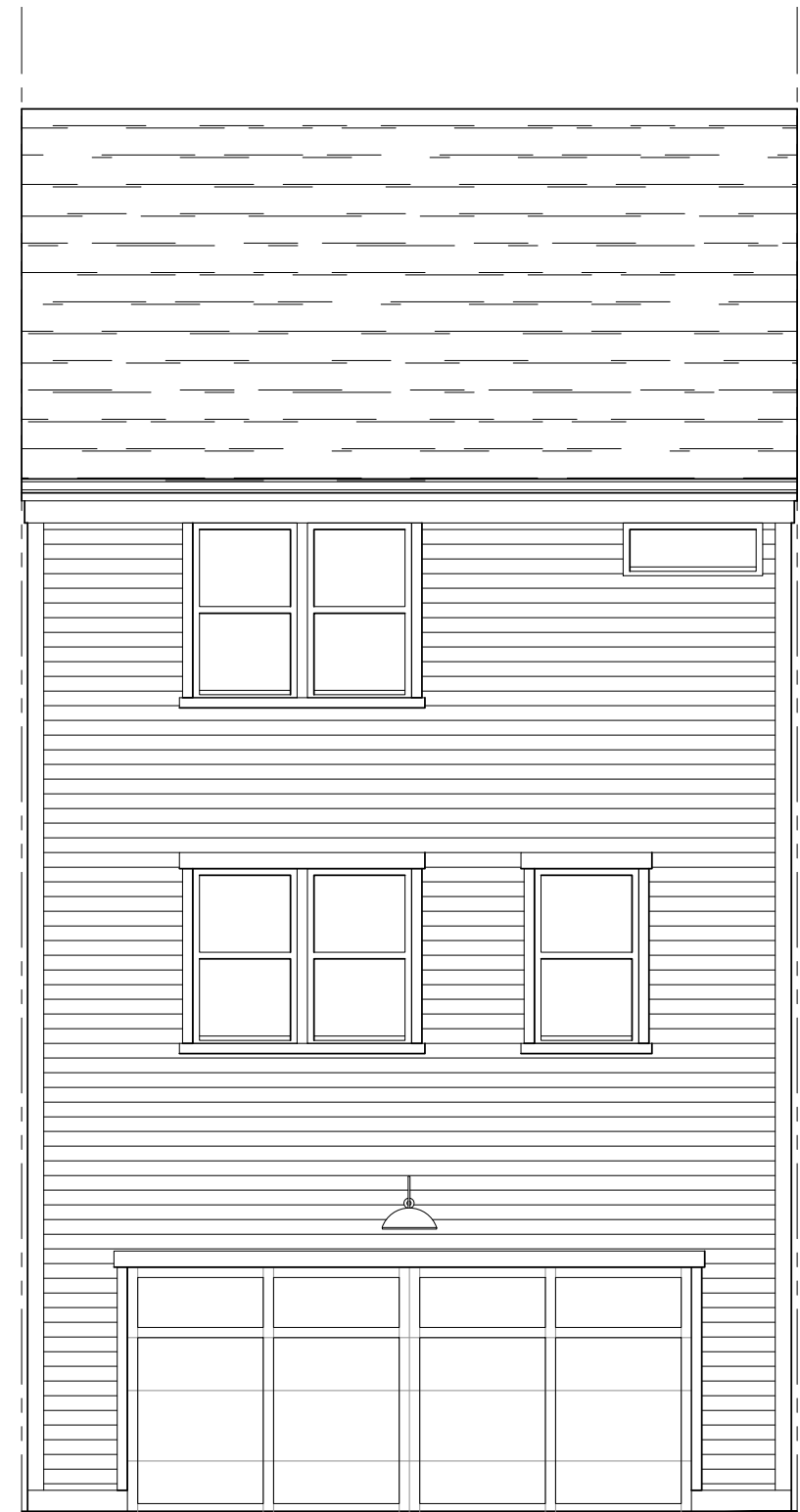
REAR GARAGE ELEVATION "6"

SCALE: 3/16" = 1'-0" (11x17 SHEET)



SIDE ELEVATION - REAR GARAGE (END UNIT)

SCALE: 3/16" = 1'-0" (11x17 SHEET)



REAR ELEVATION - REAR GARAGE

SCALE: 3/16" = 1'-0" (11x17 SHEET)

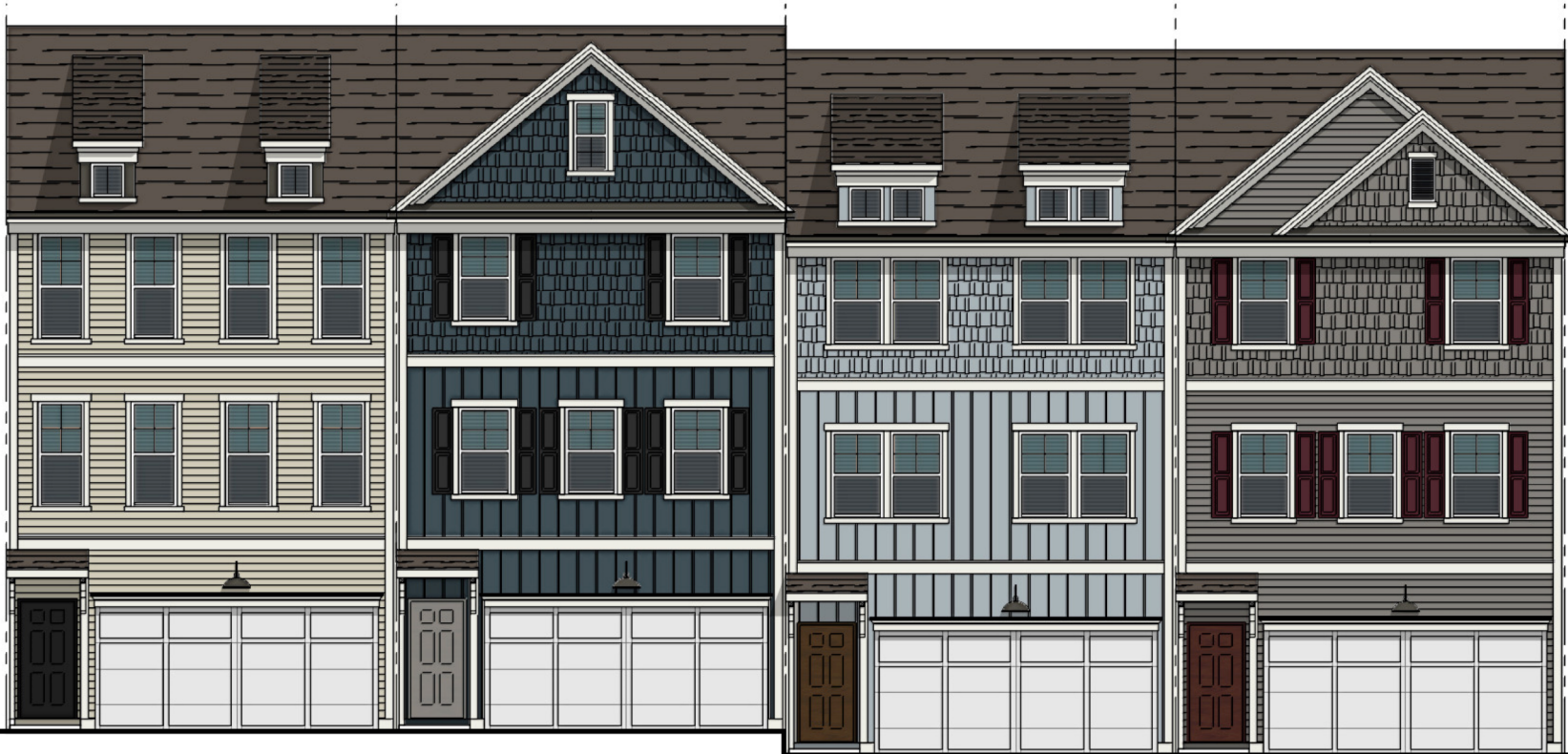


REAR GARAGE ELEVATION "2"
SCALE: 1/8" = 1'-0" (11x17 SHEET)

REAR GARAGE ELEVATION "5"
SCALE: 1/8" = 1'-0" (11x17 SHEET)

REAR GARAGE ELEVATION "4"
SCALE: 1/8" = 1'-0" (11x17 SHEET)

REAR GARAGE ELEVATION "6"
SCALE: 1/8" = 1'-0" (11x17 SHEET)



FRONT GARAGE ELEVATION "2" FRONT GARAGE ELEVATION "5"

SCALE: 1/8" = 1'-0" (11x17 SHEET)

SCALE: 1/8" = 1'-0" (11x17 SHEET)

FRONT GARAGE ELEVATION "4" FRONT GARAGE ELEVATION "6"

SCALE: 1/8" = 1'-0" (11x17 SHEET)

SCALE: 1/8" = 1'-0" (11x17 SHEET)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning & Community Development

Requested Motion

Motion to set Public Hearing for the July 26, 2022 Town Council meeting regarding Rezoning Application #22CZ06 Yellowbridge PUD. The applicant, Lennar Carolinas, LLC/ Matthew Carpenter, Parker Poe, seeks to rezone approximately 48.24 acres from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 2813 & 2817 US 64 Highway.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0722743789 & 0722752304.

Attachments

- Vicinity Map
- Application



Rezoning #22CZ06



PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #:	_____	Submittal Date:	March 1, 2022; Revised June 10, 2022
Fee Paid	\$ _____	Check #	_____

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Yellowbridge
Address(es): 2813 and 2817 US 64 Hwy W
PIN(s) 0722743789 and 0722752304

Acreage: 48.24 acres

Current Zoning: Rural Residential (RR) Proposed Zoning: Planned Unit Development- Conditional Zoning (PUD-CZ)

Current 2045 LUM Designation: Medium Density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ☒ (Due exclusively to the commercial uses along US-64)

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

Area classified as mixed use:	Acreage:	<u>N/A</u>
Area proposed as non-residential development:	Acreage:	<u>N/A</u>
Percent of mixed use area proposed as non-residential:	Percent:	<u>N/A</u>

Applicant Information

Name: Lennar Carolinas, LLC c/o Matthew Carpenter
Address: 301 Fayetteville Street, Suite 1400
City: Raleigh State: NC Zip: 27601
Phone: (919) 835-4032 E-mail: matthewcarpenter@parkerpoe.com

Owner Information

Name: Yellowbridge Capital, LLC
Address: 113 Mill Point Road
City: Kitty Hawk State: NC Zip: 27949-4082
Phone: _____ E-mail: _____

Agent Information

Name: Lennar Carolinas, LLC attn. Tucker Ennis
Address: 1100 Perimeter Park Drive, Suite 112
City: Morrisville State: NC Zip: 27560
Phone: (919) 835-4032 E-mail: tucker.ennis@lennar.com

Other contacts: _____

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: _____

Submittal Date: March 1, 2022

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met by the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The property is designated as Medium Density Residential on the Land Use Map ("LUM") which contemplates both single-family detached homes and townhomes with densities up to 6 units an acre. Medium Density Residential developments are intended to provide a transition from more urbanized areas of Apex to lower density neighborhoods. The PUD contemplates a mix of single-family detached homes and townhomes at an overall density of approximately 3.2 units/acre, well within the LUM's suggested density. Additionally, the denser townhomes will provide a density transition between US-64, future commercial uses fronting 64, and lower density single-family detached homes to the south. Accordingly, the proposed PUD is consistent with the LUM designation and the Town of Apex Comprehensive Plan (the "Comp Plan") as a whole.

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 overall density proposed by the PUD is consistent with existing residential development in this area. Lot types have been strategically located (single-family detached homes on large lots located adjacent to the Abbingtion neighborhood) to ensure compatibility with the existing Abbingtion neighborhood to the south and east. A 50-foot planted buffer has also been provided along the southern property line to maintain a level of privacy for homeowners adjacent to the south. Further, architectural conditions in the PUD text will help ensure high quality construction and compatibility with the character of the surrounding area. +

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

The PUD will comply with Supplemental Standards in UDO Section 4.4, to the extent they are 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.

As shown on the Concept Plan, the proposed development will include several transportation improvements that will improve connectivity including the extension of Chantclair Drive which currently stubs to the edge of the Abbingtion neighborhood, and a direct US-64 access point that will serve the proposed development and the Abbingtion Neighborhood. As stated above, the project has been designed to ensure compatibility of land uses and includes several buffers to help minimize adverse impacts.

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 property is located within the Beaver Creek Drainage Basin and is thus within the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Map. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.7. The PUD will provide at least 30% Resource Conservation Area ("RCA") as required by the UDO. The PUD text also offers environmental commitments which include planting of drought resistant warm grasses, planting of at least four native hardwood tree species, and implementation of stormwater control devices that exceed UDO requirements.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

As discussed above, the proposed development will include several traffic improvements. Water and sewer services are available to the site and the proposed development will not have adverse impacts on potable water and wastewater facilities, parks, schools, police, fire, or 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.

The proposed PUD will improve the public health, safety, and welfare by providing a mix of housing types in a location convenient to existing restaurants, retail, and Town services.

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

The proposed residential use is consistent with existing residential development in the area. As discussed above, the Concept Plan has been designed to mitigate adverse effects on 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 residential use is consistent with existing residential development in the area. As discussed above, the Concept Plan has been designed to mitigate adverse effects on adjacent properties.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The PUD will be governed by the regulations contained in the attached PUD Text and Concept Plan. The PUD will comply with all other regulations of the UDO to the extent they do not conflict with the PUD regulations.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: _____

Submittal Date: _____

Proposed Subdivision/Development Information

Description of location: 2813 and 2817 US 64 Hwy W

Nearest intersecting roads: US 64 Hwy W and Kellyridge Dr.

Wake County PIN(s): 0722743789 and 0722752304

Township: White Oak

Contact Information (as appropriate)

Contact person: Lennar Carolinas, LLC c/o Matthew Carpenter

Phone number: (919) 835-4032

Fax number: N/A

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

E-mail address: matthewcarpenter@parkerpoe.com

Owner: Yellowbridge Capital, LLC

Phone number: _____ Fax number: _____

Address: 113 Mill Point Road, Kitty Hawk, NC, 27949-4082

E-mail address: _____

Proposed Subdivision/Development Name1st Choice: Yellowbridge2nd Choice (*Optional*): _____**Town of Apex Staff Approval:**_____
Town of Apex Planning Department Staff_____
Date

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: _____ Submittal Date: _____

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

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

2813 and 2817 US 64 Hwy W

(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.

Yellowbridge Capital, 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: Yellowbridge Capital, LLC

TOWN OF APEX

BY: Tucker Ennis

BY: _____

Authorized Agent

Authorized Agent

DATE: 3/1/2022

DATE: _____

AGENT AUTHORIZATION FORM

Application #: _____ Submittal Date: _____

Yellowbridge Capital, LLC _____ is the owner* of the property for which the attached application is being submitted:

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

The property address is: 2813 and 2817 US 64 Hwy W, Apex, NC, 27523

The agent for this project is: Tucker Ennis

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

Agent Name: Tucker Ennis

Address: 1100 Perimeter Park Drive, Suite 112, Morrisville, NC 27560

Telephone Number: (919) 835-4032

E-Mail Address: tucker.ennis@lennar.com

Signature(s) of Owner(s)*

Gerald L. Hornick

____ as agent for Yellowbridge Capital, LLC

Type or print name

2/24/22
Date

GERALD L. HORNICK

Type or print name

2/24/22
Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #:

Submittal Date:

The undersigned, Tucker Ennis (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 2813 and 2817 US 64 Hwy W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. 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).
4. To Affiant's knowledge, no claim or action has been brought against the owners of the property 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 25th day of FEBRUARY, 2022.



Tucker Ennis

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Durham, hereby certify that Tucker Ennis, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

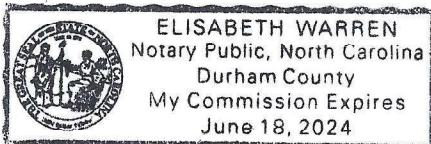


Notary Public

State of North Carolina

My Commission Expires: June 18, 2024

[NOTARY SEAL]



18 of 20

Planned Unit Development-Conditional
Zoning Application

Exhibit A
To Owner Affidavit for
Yellowbridge Rezoning
Legal Description

PIN# 0722752304 & 0722743789

All that certain real property situated in White Oak Township, Wake County, North Carolina, described as follows:

Beginning at a set iron rod on the northern right of way line of Chantclair Drive, said iron rod marking the southwestern corner of Lot 74 as said lot is shown and so designated on that certain subdivision plat entitled "Windsor at Abbington – Phase 1, Section A, Map 2, Lots 24-27 & 65-74" recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the northern right of way line of Chantclair Drive, South 89°37'45" West 280.73 feet to a set iron rod; thence South 00°22'15" East 30.04 feet to a set iron rod at the centerline of the western terminus of Chantclair Drive and the northeastern corner of the 0.08 acre Reserved Area depicted on that certain subdivision plat entitled "Stratford at Abbington, Phase 1: Lots 1-31, 65-75, Owner: Highway 64, LLC" recorded in Book of Maps 2006, Pages 2638 to 2640, Wake County Registry; thence along the northern and western boundary of said Reserved Area and continuing along the northwestern boundary of said Stratford at Abbington subdivision the following nine courses: (1) South 89°37'45" West 118.01 feet to a set iron rod; (2) South 05°29'21" West 40.93 feet to a set iron rod; (3) South 01°54'29" East 98.00 feet to a set iron rod; (4) South 11°29'28" East 62.80 feet to a set iron rod; (5) South 22°27'50" West 118.06 feet to a found iron pipe; (6) South 70°08'38" West 118.71 feet to a found iron pipe; (7) South 77°30'46" West 65.05 feet to a found iron pipe; (8) South 73°46'05" West 40.75 feet to a found iron pipe; and (9) South 73°28'08" West 311.49 feet to a found iron pipe at an angle point in the northern boundary of Lot 64 as said lot is shown and so designated on that certain subdivision plat entitled "Stratford at Abbington, Phase 2: Lots 32-64, Owner: Highway 64, LLC" recorded in Book of Maps 2008, Pages 33 and 34, Wake County Registry; thence along the northern boundary of said Stratford at Abbington Phase 2 subdivision South 82°16'49" West 758.57 feet to a found iron pipe with cap at the northwestern corner of Lot 56 of said Stratford at Abbington Phase 2 subdivision, said point also being on the eastern boundary of Lot 2 as said lot is shown and so designated on that certain plat entitled "Recombination Survey for Cecil V. Campfield and Wife Sharon K. Campfield" recorded in Book of Maps 1995, Page 334, Wake County Registry; thence along the eastern boundary of said Campfield plat the following two courses: (1) North 03°08'59" East 417.75 feet to a found bent iron pipe; and (2) North 03°12'21" East 406.54 feet to a found iron pipe with cap at the southeastern corner of Lot 'A' as said lot is shown and so designated on that certain plat entitled "Recombination for Joel V. Perry" recorded in Book of Maps 1985, Page 522, Wake County Registry; thence along the eastern boundary of said Perry plat North 03°11'42" East 841.95 feet to a found iron rod with cap on the southern right of way line of U.S. Highway 64; thence along said southern right of way line North 82°54'26" East 331.57 feet to a set iron rod at the northwestern corner of the parcel depicted on that certain plat entitled "Boundary Survey, Property of Calvin Mills, Prepared for David and Sharon Raymer" recorded in Book of Maps 2004, Page 698, Wake County Registry; thence along the western, southern and eastern boundary of said Mills plat the following three courses: (1) South 07°08'43" East 189.52 feet to a found iron pipe; (2) North 82°51'17" East 420.02 feet to a found iron pipe; and (3) North 07°08'43" West 189.14 feet to a set iron rod on the southern right of way line of U.S.

Highway 64; thence along said southern right of way line the following two courses: (1) North 82°54'26" East 265.68 feet to a set iron rod; and (2) North 82°53'08" East 305.02 feet to a set iron rod at the northwestern corner of Area "B" as shown and so designated on that certain plat entitled "Property of Blakely-Braswell Land Company, LLC" recorded in Book of Maps 1996, Page 634, Wake County Registry; thence along the western boundary of said Area "B", South 11°47'52" West 42.58 feet to a found iron pipe with cap at the northwestern corner of Tract 'A' as said lot is shown and so designated on that certain plat entitled "Property of Calvin E. Mills, Alta Belle P. Mills, Ted Mills & Randy Mills By William R. Hoke & Paul Stam, Jr., Co-trustees" recorded in Book of Maps 1984, Page 404, Wake County Registry; thence along the western and southern boundaries of said Mills plat the following five courses: (1) South 07°43'26" West 146.44 feet to a found iron pipe with cap; (2) South 03°03'23" East 318.20 feet to a found iron pipe with cap; (3) South 05°04'48" West 519.04 feet to a found iron pipe with cap; (4) South 15°45'44" West 60.82 feet to a found iron pipe with broken cap; and (5) South 89°57'43" East 359.26 feet to a found iron pipe with cap on the western boundary of Lot 73 of the previously mentioned Windsor at Abbingtion subdivision plat recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the western boundary of said Windsor at Abbingtion subdivision South 02°25'07" East 148.61 feet to the point of beginning.

Containing 48.2331 acres, more or less, and being all of Lot "B" as said lot is shown and so designated on that certain plat entitled "Subdivision, Property of Gaither Bryant Garner, Jr. and Gerald L. Hornick" recorded in Book of Maps 1984, Page 1516, Wake County Registry, TOGETHER WITH all of Tract 1 as said tract is shown and so designated on that certain plat entitled "Division for Gerald L. Hornick, et ux and G. Bryant Garner, et ux" recorded in Book of Maps 2003, Page 474, Wake County Registry, LESS AND EXCEPT the area dedicated as public right of way for Chanticlair Drive as recorded in Deed Book 11778, Page 1490, Wake County Registry.

Wake County Residential Development Notification

Developer Company Information	
Company Name	Lennar Carolinas, LLC
Company Phone Number	c/o Matthew Carpenter, 919-835-4032
Developer Representative Name	
Developer Representative Phone Number	
Developer Representative Email	matthewcarpenter@parkerpoe.com

New Residential Subdivision Information	
Date of Application for Subdivision	unknown, Rezoning submittal 3/1/2022
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Yellowbridge
Address of Subdivision (if unknown enter nearest cross streets)	2813 & 2817 US 64 West
REID(s)	
PIN(s)	0722743789 and 0722752304

Projected Dates Information	
Subdivision Completion Date	2026
Subdivision Projected First Occupancy Date	2026

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	37									unknown	unknown	2026					
Townhomes	119									unknown	unknown	2026					
Condos																	
Apartments																	
Other																	

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to: studentassignment-gis-group@wcpss.net

NOTICE OF ELECTRONIC NEIGHBORHOOD MEETING

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

February 7, 2022

Date

Dear Neighbor:

You are invited to an electronic neighborhood meeting to review and discuss the development proposal at 2813 and 2817 US 64 Hwy W

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic 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, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

The applicant is proposing to rezone the property to Planned Unit Development - Conditional Zoning District to facilitate the development of single-family detached homes and townhomes. Additional information will be provided at the meeting.

Estimated submittal date: March 1, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	Yellowbridge Capital, LLC
Applicant(s):	Lennar Carolinas, LLC c/o Matthew Carpenter
Contact information (email/phone):	matthewcarpenter@parkerpoe.com; (919) 835-4032
Electronic Meeting invitation/call in info:	See attached
Date of meeting**:	February 23, 2022
Time of meeting**:	6:00 PM

MEETING AGENDA TIMES:

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

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Yellowbridge Zoning: _____

Location: 2813 and 2817 US 64 Hwy W

Property PIN(s): 0722743789 and 0722752304 Acreage/Square Feet: 48.24 acres

Property Owner: Yellowbridge Capital, LLC

Address: 301 Fayetteville Street, Suite 1400

City: Raleigh State: NC Zip: 27601

Phone: (919) 835-4032 Email: matthewcarpenter@parkerpoe.com

Developer: _____

Address: 113 Mill Point Road

City: Kitty Hawk State: NC Zip: 27949-4082

Phone: _____ Fax: n/a Email: _____

Engineer: _____

Address: 1100 Perimeter Park Drive, Suite 112

City: Morrisville State: NC Zip: 27560

Phone: (919) 835-4032 Fax: n/a Email: tucker.ennis@lennar.com

Builder (if known): Same as Developer

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE 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 Format: Online via zoom

Date of meeting: February 23, 2022 Time of meeting: 6:00 PM

Property Owner(s) name(s): Yellowbridge Capital, LLC

Applicant(s): Lennar Carolinas

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	See attached attendance list				
2.					
3.					
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10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

**Yellowbridge PUD
Neighborhood Meeting Sign-In Sheet
February 23, 2022**

Walton Norman
Tommy and Cheryl Russell
Brant Gifford
Brian Carlson
Gerald Hornick
Rhonda Riley
Lisa Gerboth
Claire Johns
Jen Curtis-Maury
Suzanne Bailey
Steve Ritchie
Lauren Colvard
Steve Smith
David Risk
Mark Vermette
Teresa Messier
Sharon Hershkowitz
CJ Bottitta
Joe Logan
Debra Becker
Sharon Putney
Bob Zumwalt
Scott Fast
Jeremy Brewer
Kate Macdonnel
Chip Allen
Alex Richbourg
Lisa Nelson
Polly Petrino
Jason Hornick
Katherine Coutros
Matt Lauffer
Tom Colhoun
Sachin Sheth
Julie Robertson
Kari Hughes
Heather Galeotti
Jim Logsdon
Melanie Schuller
Kara Fleshman
Carolyn Bentley
Mike Hershk
Bob Gibbons
Kathryn Finnan

Matt Bond
Jay Vora
Adam Orentlicher
Albert Paz
Stephanie White
Joe Schmidtke
Michele Hemric
Robert Kovarik
Brett Fleshman
Bob Atkinson

*Contact information was received but has been redacted for filing

SUMMARY OF DISCUSSION FROM THE ELECTRONIC 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): Yellowbridge Capital, LLC

Applicant(s): Lennar Carolinas

Contact information (email/phone): _____

Meeting Format: Online via zoom

Date of meeting: February 23, 2022

Time of meeting: 6:00 PM

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

Question/Concern #1: General questions/concerns about the ponds

Applicant's Response: The plan is to drain both of the ponds. The ponds are both old farm ponds and the dam of one of the ponds is unreliable due to tree growth. Although we do not think the ponds are jurisdictional, we are waiting on a final determination from the Army Corps of engineers as to whether the ponds are jurisdictional. If they are jurisdictional, we will have to reevaluate our current plans.

Question/Concern #2: Several questions/concerns related to the single family detached homes facing Rothwood Way. Could you move these homes to another area on the site? Could you increase the buffer between the homes and the gas easement?

Applicant's Response: We are looking at the possibility of moving the homes slightly to the west to enlarge the buffer between the homes and the gas easement. The goal of placing larger lot single-family homes in this location was to ensure compatibility with Abbington.

Question/Concern #3: Where will the neighborhood signs be located? Will there be a neighborhood entrance sign near Rothwood Way?

Applicant's Response: Lennar typically has a monument sign at the entrance of the subdivision. Although the final location of signs will be determined at site plan, we anticipate there to only be one monument sign located at the US-64 entrance to the development.

Question/Concern #4: General traffic concerns and other specific traffic questions. Concerns related to residents of the proposed development cutting through Abbington to get to Beaver Creek

Applicant's Response: We anticipate that most residents will use the US-64 entrance/exit and expect it will also be a benefit for Abbington residents. We are in the process of completing a Traffic Impact Analysis which will take into account existing traffic and new traffic from the proposed development, and recommend road improvements if necessary.

AFFIDAVIT OF CONDUCTING AN ELECTRONIC NEIGHBORHOOD MEETING 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, Matthew J. Carpenter, do hereby declare as follows:
Print Name

1. I have conducted an Electronic Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Electronic Neighborhood Meeting.
3. The meeting was conducted via Online via zoom (indicate format of meeting) on February 23, 2022 (date) from 6:00 PM (start time) to 8:00 PM (end time).
4. I have included the mailing list, meeting invitation, attendance sheet issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

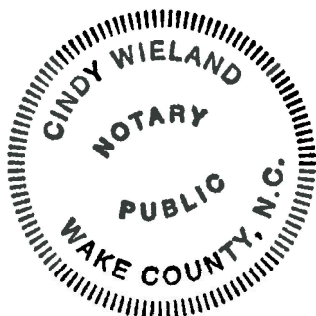
3/1/2022
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Cindy Wieland, a Notary Public for the above State and County, on this the 1st day of March, 2022.

SEAL



Cindy Wieland
Notary Public
Cindy Wieland
Print Name

My Commission Expires: 2-22-26

ELECTRONIC NEIGHBORHOOD MEETING ATTENDANCE 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 Format: Online via zoom

Date of meeting: June 8, 2022 Time of meeting: 6:00 PM

Property Owner(s) name(s): Yellowbridge Capital, LLC

Applicant(s): Lennar Carolinas

Please list Electronic Neighborhood Meeting Attendees who provided their name and/or contact information either during the meeting or via phone/email before or after the meeting.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	See attached attendance list				
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Use additional sheets, if necessary.

**Yellowbridge PUD
Neighborhood Meeting Sign-In Sheet
June 8, 2022**

David Risk
Gerald Hornick
Bill Zerman
Kathy Coutros
Jen Curtis-Maury
Thomas Ainsley
Jay Vora
Steve Ritchie
Ed Knight
Alex Richbourg
Kari Hughes
Brant Gifford
Chip Allen
Jonathan Lamb
Polly Petrino
Cheryl Russell
Tommy Russell
Jim Logsdon
Brett Fleshman
Suzanne Bailey
Kari Hughes
M Bond
Rebecca Waite
Kate Macdonell
Scott Patrick
Paige Polito
Julie Robertson
Janarthan Kirupananthan
Penny Grieci
Sharon Hershkowitz
Joe Logan
Emily Dilday
Conne Bridenbaugh
Mary Kay Fast
Chris Sawyer
Conor Brockett
Heather Galeotti
Jonathan Polito
Veronika Schmidtke

*Contact information was received but has been redacted for filing

SUMMARY OF DISCUSSION FROM THE ELECTRONIC 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): Yellowbridge Capital, LLC

Applicant(s): Lennar Carolinas

Contact information (email/phone): _____

Meeting Format: Online via zoom

Date of meeting: June 8, 2022 Time of meeting: 6:00 PM

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

***Please see attached chat log for a full list of questions. All questions were answered orally by the applicant team**

Question/Concern #1: What is the plan for the four homes on Chanticlair? We would like these homes removed from the plan.

Applicant's Response: Although we can't agree to remove these homes from the project, we have taken steps to ensure they will be more compatible with the Abbington neighborhood. In the PUD Text, we've agreed to extend Rothwood Way so that these lots will take driveway access from Rothwood, akin to Stratford at Abbington homes. We've also widened the buffer adjacent to the gas easement to a 20-foot type A buffer and will be planting a 10-foot buffer along Chanticlair Drive.

Question/Concern #2: Will you limit the types of allowed uses in the Commercial District?

Applicant's Response: Yes, the PUD Text includes a list of Permitted Use for the Commercial District. These uses will be the only permitted uses in that area. We are working with staff on appropriate uses and have already agreed to remove certain uses that would be permitted by the UDO.

Question/Concern #3: What is the overall residential density of the project?

Applicant's Response: The PUD limits maximum residential density to 160 units which equates to approximately 3.5 units/acre.

Question/Concern #4: What are the red stars on the Concept Plan?

Applicant's Response: These represent conceptual open space and play lawn locations. Specific open space and play lawn locations will be finalized at the subdivision phase, following rezoning, so these locations could change.

Neighborhood Meeting Neighbor Notice List

SITE ADDRESS	PIN NUM	OWNER	MAILING ADDRESS	RALEIGH NC 27614-8837
0 BRYANT POND LN	0722731969	ABINGTON COMMUNITY ASSN INC	PPM INC OF RALEIGH	11010 RAVEN RIDGE RD
1113 ROTHWOOD WAY	0722841609	ABERNATHY, JOHN	1113 ROTHWOOD WAY	APEX NC 27502-4308
2617 BRYANT POND LN	0722849347	ALLEN, CHESTER W IV ALLEN, ELENI N	2617 BRYANT POND LN	APEX NC 27502-4318
0 US 64 HWY W	0722652622	ANS TRUST THE	KATHIE L RUSSELL TRUSTEE	727 W HARGETT ST STE 109
2605 BRYANT POND LN	0722741431	BAILEY, JAMES EDWARD BAILEY, SUZANNE C	2605 BRYANT POND LN	RALEIGH NC 27603-1669
101 TIMBERLEA CT	0722853496	BANKS, WAYNE BANKS, DEOGRATIAS A	101 TIMBERLEA CT	APEX NC 27502-4318
2599 BRYANT POND LN	0722742422	BECKER, SHANNON V BECKER, DEBRA LYNN	2599 BRYANT POND LN	APEX NC 27502-9642
103 TIMBERLEA CT	0722852554	BISI, JOHN EMERSON TRUSTEE JOHN EMERSON BISI FAMILY LIVING TRUST	103 TIMBERLEA CT	APEX NC 27502-4310
2672 TIMKEN FOREST DR	0722845333	BREWER, JEREMY JOE TRUSTEE BREWER, PAULA MARIE TRUSTEE	2672 TIMKEN FOREST DR	APEX NC 27502-9642
503 LYNDENBURY DR	0722842758	BRIDENBAUGH, DAVID N BRIDENBAUGH, CONNE L	503 LYNDENBURY DR	APEX NC 27502-4315
1119 ROTHWOOD WAY	0722840599	BURLESON, RYAN W L BURLESON, BETSY L	1119 ROTHWOOD WAY	APEX NC 27502-9644
2598 BRYANT POND LN	0722742283	CARTWRIGHT, TIMOTHY J CARTWRIGHT, MELISSA S	2598 BRYANT POND LN	APEX NC 27502-4308
308 LYNDENBURY DR	0722855248	CHIADO, DYLAN CHIADO, HALEY	308 LYNDENBURY DR	APEX NC 27502-4311
1125 ROTHWOOD WAY	0722840570	COOLING, KEVIN TRUSTEE COOLING, JOANNE TRUSTEE	1125 ROTHWOOD WAY	APEX NC 27502-9619
2686 TIMKEN FOREST DR	0722846334	CURTIS-MAURY, MATTHEW F CURTIS-MAURY, JENNIFER	2686 TIMKEN FOREST DR	APEX NC 27502-4308
400 LYNDENBURY DR	0722854199	DECOURCY, J RUSS DECOURCY, DONNA M	400 LYNDENBURY DR	APEX NC 27502-4315
1106 ROTHWOOD WAY	0722748778	ECKERSBERG, JOHN J II ECKERSBERG, AMANDA J	1106 ROTHWOOD WAY	APEX NC 27502-9645
100 TIMBERLEA CT	0722852274	FAST, SCOTT H TRUSTEE FAST, MARY KATHERINE TRUSTEE	100 TIMBERLEA CT	APEX NC 27502-4309
2575 BRYANT POND LN	0722746502	FLESHMAN, JAMES BRETT FLESHMAN, KARA N	2575 BRYANT POND LN	APEX NC 27502-9642
501 LYNDENBURY DR	0722842868	FOULKES, MICHAEL J FOULKES, ELIZABETH H	501 LYNDENBURY DR	APEX NC 27502-4310
405 CHANTICLAIR DR	0722844846	GANNON, TRAVIS GANNON, DANIELE	405 CHANTICLAIR DR	APEX NC 27502-9644
2628 BRYANT POND LN	0722849161	GARRETT, PATRICK JAMES GARRETT, MELISSA BETH	2628 BRYANT POND LN	APEX NC 27502-9729
505 LYNDENBURY DR	0722842679	GARRY, ADAM T	505 LYNDENBURY DR	APEX NC 27502-4317
2654 TIMKEN FOREST DR	0722648203	GREEN, BRYAN GREEN, ERIN	2654 TIMKEN FOREST DR	APEX NC 27502-9644
1132 ROTHWOOD WAY	0722747405	HARRIS, SHARITA A	1132 ROTHWOOD WAY	APEX NC 27502-4315
1107 ROTHWOOD WAY	0722841709	HERSKOWITZ, MICHAEL THOMAS HERSHKOWITZ, SHARON MARIE	1107 ROTHWOOD WAY	APEX NC 27502-4309
2611 BRYANT POND LN	0722740440	HIBDON-ROBERTSON, JULIA LYNN	2611 BRYANT POND LN	APEX NC 27502-4308
2587 BRYANT POND LN	0722744407	HOBERT, BARRY J TR HOBERT, DEBORAH LYNN JTR	2587 BRYANT POND LN	APEX NC 27502-4318
1126 ROTHWOOD WAY	0722747554	JOHNS, ROBERT A JOHNS, CLAIRE A	1126 ROTHWOOD WAY	APEX NC 27502-4310
1120 ROTHWOOD WAY	0722748601	KISER, JEFFERSON B III KISER, DENISE C	1120 ROTHWOOD WAY	APEX NC 27502-4309
1131 ROTHWOOD WAY	0722749453	LABER, PATRICK LABER, DIANE	1131 ROTHWOOD WAY	APEX NC 27502-4308
404 CHANTICLAIR DR	0722855042	LAMB, KIMBERLY S LAMB, JONATHAN E	404 CHANTICLAIR DR	APEX NC 27502-9646
112 LANGSHIRE CT	0722852790	LAUFFER, MATTHEW S LAUFFER, LISA C	112 LANGSHIRE CT	APEX NC 27502-9621
ENBURY DR	0722852045	LOGSDON, JAMES M LOGSDON, KIMBERLY D	405 LYNDENBURY DR	APEX NC 27502-9643
JATH LN	0722643165	LOYD, FRANK ROYAL LOYD, AMY S	1101 GOLIA TH LN	APEX NC 27502-7803
EN FOREST DR	0722845123	MACDONELL, JAMES T MACDONELL, KATHARINE G	2671 TIMKEN FOREST DR	APEX NC 27502-4316
HOOD WAY	0722746321	MACNAUGHTON, IAN R MACNAUGHTON, AMANDA M	1140 ROTHWOOD WAY	APEX NC 27502-4309
JATH LN	0722643056	MARY L WALKIEWICZ TRUST	1105 GOLIA TH LN	APEX NC 27523-7803
ANT POND LN	0722743285	MATTHEWS, JAMES C MATTHEWS, HOLLY	2592 BRYANT POND LN	CARY NC 27502-4311
4 HWY W	0722850629	MATTHEWS, JOSEPH T MATTHEWS, PHILOMINA	7231 CARPENTER FIRE STATION RD	CARY NC 27519-9611
WY W	0722861231	MATTHEWS, JOSEPH T MATTHEWS, PHILOMINA J	7231 CARPENTER FIRE STATION RD	CARY NC 27519-9611
EN FOREST DR	0722646134	MITCHELL, JENNIFER D	2681 TIMKEN FOREST DR	APEX NC 27502-4316
115 LANGSHIRE CT	0722852843	PARKER, WILLIAM P I PARKER, SUSAN R	115 LANGSHIRE CT	APEX NC 27502-9821
1137 ROTHWOOD WAY	0722749305	PEPE, RICHARD L PEPE, CHRISTINE	1137 ROTHWOOD WAY	APEX NC 27502-4308
2651 TIMKEN FOREST DR	0722647017	PETERSON, KIRK PETERSON, CINDI	2651 TIMKEN FOREST DR	APEX NC 27502-4316
403 LYNDENBURY DR	0722852155	PETERSON, THAREN WAYNE PETERSON, RACHEL LOVE	403 LYNDENBURY DR	APEX NC 27502-9643
2623 BRYANT POND LN	0722648353	PETRINO, RAYMOND J PETRINO, POLLY M	2623 BRYANT POND LN	APEX NC 27502-4318
402 LYNDENBURY DR	0722854046	POPKO, BRIAN J LEVEDAKOU, ELENI N	402 LYNDENBURY DR	APEX NC 27502-9645
1101 ROTHWOOD WAY	0722841808	RITCHIE, STEVEN H RITCHIE, CHRISTA VENO	1101 ROTHWOOD WAY	APEX NC 27502-4308
2593 BRYANT POND LN	0722743414	ROZET, TIMOTHY DANIEL ROZET, KATHLEEN SCANDUPRA	2593 BRYANT POND LN	APEX NC 27502-4310
2584 BRYANT POND LN	0722744288	SAMBORSKI, CHRISTOPHER WILLIAM TRUSTEE SAMBORSKI, KARELYN JO TRUSTEE	2584 BRYANT POND LN	APEX NC 27502-4311
2660 TIMKEN FOREST DR	0722647323	SCHMIDTKE, JOSEPH A SCHMIDTKE, VERONIKA	2660 TIMKEN FOREST DR	APEX NC 27502-4315
1146 ROTHWOOD WAY	0722746202	SIVON, AMIE CAROL SIVON, JASON MICHAEL	1146 ROTHWOOD WAY	APEX NC 27502-4309
504 LYNDENBURY DR	0722844765	SMITH, JEFFREY D SMITH, AMY N	621 W JONES ST	RALEIGH NC 27603-1408
0 BRYANT POND LN	0722644046	SWEETWATER PROPERTY OWNERS ASSOCIATION, INC	116 TURQUOISE CREEK DR	CARY NC 27513-5616
113 LANGSHIRE CT	0722862012	TASTET, LANCE J TASTET, SYLVIA B	113 LANGSHIRE CT	APEX NC 27502-9821
2812 US 64 HWY W	0722761436	TAYLOR MORRISON OF CAROLINAS INC	15501 WESTON PKWY STE 100	CARY NC 27513-9836
2681 BRYANT POND LN	0722740129	VANZANTEN, JOHN HOLLIS JR VANZANTEN, HEIDI JILL RAFFK	2616 BRYANT POND LN	APEX NC 27502-4317
2587 BRYANT POND LN	0722748968	VERMETTE, MARK E VERMETTE, ELIZABETH S	2581 BRYANT POND LN	APEX NC 27502-4310
1100 ROTHWOOD WAY	0722667310	VORA, JAY VORA, ALYSSA K	1100 ROTHWOOD WAY	APEX NC 27502-4309
0 ACTION ST	0722667508	WESTFORD APARTMENTS WEH LP	2900 LINDEN LN STE 300	SILVER SPRING MD 20910-1265
2900 US 64 HWY W	0722852327	WHITE, ALAN WHITE, STEPHANIE A	56 HUNTER ST STE 110	APEX NC 27502-2325
102 TIMBERLEA CT	0722752304	YELLOWBRIDGE CAPITAL LLC	102 TIMBERLEA CT	APEX NC 27502-9642
2817 US 64 HWY W	0722748669	ZUMWALT, ROBERT ZUMWALT, SUSAN	113 MILL POINT RD	KITTY HAWK NC 27949-4082
1114 ROTHWOOD WAY		TOWN OF APEX	1114 ROTHWOOD WAY	APEX NC 27502-4309
		Current Tenant	PO BOX 250	APEX NC 27502-0250
		Current Tenant	504 Lyndenbury DR	APEX NC 27502
		Current Tenant	2813 Us 64 HWY W	APEX NC 27502
		Current Tenant	2901 Us 64 HWY W	APEX NC 27502
		Current Tenant	3001 Us 64 HWY W	APEX NC 27523

YELLOWBRIDGE NEIGHBORHOOD MEETING

June 8, 2022

Chat Box Questions/Comments

Contact information: Jeff Roach with Peak Engineering & Design (jroach@peakengineering.com)

From Penny Grieci to Everyone 06:13 PM

Do you have a drawing with the specific types of homes?

From polly petrino to Everyone 06:15 PM

when will you begin draining the ponds? can you notify us a few days in advance?

From Jay Vora to Everyone 06:15 PM

Do the red stars still represent "play areas" or open spaces?

From Chip Allen to Everyone 06:15 PM

What is the percentage of homes per usage acreage as much of the land is not buildable resulting in large number of homes in small space?

From Jen Curtis-Maury to Everyone 06:15 PM

Any what precautions do you take to prevent our adjacent lots from flooding during the draining and then potential natural refilling?

From Jim Logsdon to Everyone 06:15 PM

What's the game plan for the 4 homes on Chanticlair now

From Scott Fast to Everyone 06:16 PM

Now it appears the location closest to US 64 is now proposed as commercial - probably a good idea - but will you limit the TYPE of business (gas station yes/no, 24 hour stop & rob, medical only, etc.)?

From Brant Gifford to Everyone 06:16 PM

Does Lennar plan to develop the Commercial property themselves, or partner? Do you have example of Commercial development?

From polly petrino to Everyone 06:16 PM

how long will road construction take; what is that timeframe likely to be?

From David Risk to Everyone 06:16 PM

Matthew we saw a plan that takes out single family homes and replaces with townhomes behind the 4 homes closest to our neighborhood. Why that possible change? the orangish area on the east of the street to 64

From Thomas Ainsley to Everyone 06:16 PM

Can you please go into additional detail about the location, and quantity, and percentage of the overall project, of proposed townhomes within the development, understanding that your plans may not be final?

From Cheryl & Tommy Russell to Everyone 06:17 PM

the area in yellow off chanticlair, I'm assuming it's the 4 homes in plan. Please consider removing those as they don't fit and appear to be part of abbington. I know we've asked for them to be removed - any updates on those?

From Julie Robertson to Everyone 06:17 PM

Is there anything that can be done for the wildlife that live in the pond to relocate them to a new location?

From Chip Allen to Everyone 06:19 PM

Where will the pond water go? Will it be sucked up into and in your experience are snakes going into impacted adjacent land like our homes and pools an issue?

From PPAB Land Use to Everyone 06:20 PM

All meeting participants please enter your name, physical address, email address, and phone numbers in the chat.

From Jim Logsdon to Everyone 06:20 PM

If you turn the houses sideways will the 2 that back to the pipeline assume the pipeline for their backyards?

From Julie Robertson to Everyone 06:20 PM

Will the ponds be left open for a period of time to know if it is wetlands or not? How long is that period?

From Cheryl & Tommy Russell to Everyone 06:20 PM

to clarify our concern —The concern about the 4 homes is not about the way the face, it was about having those 4 homes there. They appear to be in abbington.

From Jim Logsdon to Everyone 06:21 PM

And if that's the case I won't get any 50 ft buffer, their backyard will touch my fence

From Julie Robertson to Everyone 06:21 PM

Julie Robertson

2611 Bryant Pond Lane

Julia.h.robertson@gmail.com

614-668-2540

From polly petrino to Everyone 06:22 PM

12 months of our houses shaking from road construction

From Brant Gifford to Everyone 06:22 PM

If you're willing to partner for the commercial development, then why wouldn't Lennar partner with a custom builder for the 4 houses to better align to homes in Abbingdon?

From Cheryl & Tommy Russell to Everyone 06:23 PM

Cheryl and Tommy Russell 323 Chanticlair Drive, tomcher9@gmail.com, czrussell66@gmail.com 919-523-9221, 919-270-3303

From Scott Fast to Everyone 06:23 PM

ASK - Please, for the commercial, please consider professional / light 'commercial' use, not a gas station, not another bar / outdoor seating restaurant, there is just no need for that in Apex nor behind our community.

From Chip Allen to Everyone 06:23 PM

Eleni & Chip Allen, 2617 Bryant Pond Lane. chipandeleni22@gmail.com 919-656-1260 and 919-247-8757

From Julie Robertson to Everyone 06:23 PM

Is there anything we can do to limit the construction on the weekends and have certain hours during the week so that we can still enjoy our yards?

From polly petrino to Everyone 06:24 PM

Polly & Ray Petrino, 2623 Bryant Pond Ln, ppetrino40@gmail.com, 201-344-4866

From Chip Allen to Everyone 06:24 PM

Will your neighborhood have a fence that runs along the Abbingdon side?

From Penny Grieci to Everyone 06:24 PM

If you are going to put townhomes to the east of the street then can you move the park area to next to the 4 homes on Chanticlair?

From Janarthan Kirupananthan to Everyone 06:24 PM

Janarthan Kirupananthan 2537 Bryant Pond Ln jkirupananthan@gmail.com 917.769.7592

From Jay Vora to Everyone 06:24 PM

Jay Vora - 1100 Rothwood Way; jayvora87@gmail.com; 636-443-3230

From Emily Dilday to Everyone 06:24 PM

Mark and Emily Dilday 1167 Rothwood Way, edilday@nc.rr.com, 919-303-6388

From Scott Fast to Everyone 06:25 PM

Inquiry - Have you approached purchasing the land that is directly NORTH of the YELLOW single family homes nearest Abbingdon? the land with the pond DUE EAST of the three ponds you show in BLUE. Is Lennar interested in buying that land and developing???

Scott Fast, 100 Timberlea Court, Apex, NC 27502, 919-924-8687

From Mary Kay Fast to Everyone 06:25 PM

Mary Kay Fast, 100 Timberlea Court, Apex, NC 27502, 919-924-7989

From Scott Patrick to Everyone 06:26 PM

Scott Patrick 202 Lyndenbury Drive

From Jen Curtis-Maury to Everyone 06:28 PM

what about the snakes part of Chips question. He asked about your experience with snakes invading our backyards after ponds are drained I think.

From Kate Macdonell to Everyone 06:28 PM

Can you talk about the buffer between the 4 houses and Chantclair Drive?

From Janarthan Kirupanathan to Everyone 06:28 PM

Can the proposed location of the 4 homes be turned into another open/play space since Lennar has rejected removal of the houses.

From Jonathan Lamb to Everyone 06:28 PM

I agree with removing the 4 houses at the intersection of Rothwood and Chantclair. I did not understand the reason given to keep those as part of the plan. Eric Lamb 404 Chantclair Dr. 919-880-7169.

From Rebecca Waite to Everyone 06:28 PM

Agree with the concerns regarding the wildlife being displaced as well as the four homes along Chantclair Dr. Having them turned will still look awkward, but having them there makes them look like they are in Abington.

Rebecca Waite

Duncroft Ct. rebecca.a.waite@gmail.com

From Chip Allen to Everyone 06:30 PM

Please define the growing season as that was not answered and is very important for us to know. How does Lennar define this for your planning purposes for this project?

From Scott Fast to Everyone 06:31 PM

Thank you.

From Emily Dilday to Everyone 06:32 PM

We also agree with the concerns that the 4 homes on Chantclair/Rothwood, regardless of which way they are facing, will look out of place.

From Scott Patrick to Everyone 06:32 PM

LeNelle & Scott Patrick, 202 Lyndenbury Dr. Apex, NC 27502 (919) 593-3361 (919) 593-3378

From Steve Ritchie to Everyone 06:32 PM

Steve & Christa Ritchie 1101 Rothwood Way steve.ritchie1165@gmail.com 919 523 4061

From Chip Allen to Everyone 06:33 PM

Why will Lennar not widen the lots adjacent to Abbington?

From Suzanne Bailey to Everyone 06:33 PM

Suzanne & Jim Bailey 2605 Bryant Pond Lane sbailey5@nc.rr.com

From Steve Ritchie to Everyone 06:34 PM

After the extension of Rothwood Way, what will be the size of those 4 lots relative to the other Abbington homes on Rothwood Way?

From Paige Polito to Everyone 06:34 PM

On Goliath Ln the builder Exeter took just several lots to build on; most of the lots on that street were developed by Loyd Builders. It seems that a custom builder may consider building just a few homes on a street so this may be something Lennar could at least consider for Chantclair.

From Jen Curtis-Maury to Everyone 06:34 PM

Jen Curtis-Maury 2666 Timken Forest Drive. I would like to officially request on the record again to remove the 4 Chantclair homes and to further widen the lots adjacent to Abbington (beyond 60 ft., our lots are about 90 ft.). Also, I would like to be updated on any plan changes.

From Kari Hughes to Everyone 06:35 PM

Rob and Kari Hughes, 101 Duncroft Court, Apex, NC 27502, 919-924-2727, karihughes77@gmail.com

From Kate Macdonell to Everyone 06:35 PM

Abbington lots are about 90 feet wide. Your plan shows the south lots as 60 feet wide. Can you please widen those single family detached lots?

From Scott Patrick to Everyone 06:36 PM

LeNelle & Scott Patrick, 202 Lydenbury Dr. Apex, NC 27502 (919) 593-3361 (919) 593-3378. spatrick3@hotmail.com, LeNelle.patrick@gmail.com

From Cheryl & Tommy Russell to Everyone 06:40 PM

Are there any proposed play / open areas in your plan? If so - can you consider putting the 4 homes there and make the 4 home proposal a play area. It would blend the two neighborhoods together vs. 4 homes in that area.

From Jim Logsdon to Everyone 06:40 PM

How large will those 4 lots be off Chantclair now that you're turning them sideways and you have to extend Rothwood way and they will have a 20ft plus 50 ft pipeline easement

From Chip Allen to Everyone 06:41 PM

Chip and Eleni Allen 2617 Bryant Pond Ln. We are officially requesting on the record again to remove the 4 Chantclair homes and to further widen the lots adjacent to Abbington (beyond 60 ft., our lots are about 90 ft.). We also express extreme concern about the ponds being drained as it will result in land erosion and wildlife destruction. The density of your proposed neighborhood is outrageous for the amount of usable land. The homes are not comparable to those in Abbington. Please ensure the commercial space is conducive to its residential location with no bars or late night openings and no large delivery trucks that will make loud noises. Also Chantclair must be finished to meet up with Sweetwater. Very concerned about traffic going to schools and shops running on Bryant Pond. Please update us on all plan changes.

From Julie Robertson to Everyone 06:41 PM

I would like to go on record and voice my concerns about the 4 Chantclair homes and I think they still need to be removed and that space used as green space. And I would like wider lots for those houses that are backing up to Abbington. I have concerns about the number of townhomes that are being added as part of the plan. I feel like we are not able to negotiate because of the price of land being purchased is so high and the buildable land is so poor. You have 80 ft lot plans why can we not go up to that lot size to help match the Abbington homes. I am also concerned about what these smaller lots and homes that will now back up to my home, the draining and clear cutting of the land behind my house will cause my home values to go down.

From Kate Macdonell to Everyone 06:42 PM

Since this is being recorded and submitted, I want to go on record saying I agree with removing the 4 houses on Chantclair and widening the southern lots.

From Jen Curtis-Maury to Everyone 06:42 PM

The lots were 60 feet on your first submission. Less housing units means fewer neighbors bordering each yard. That is the exact point of widening the lots and is what we are asking for.

From Paige Polito to Everyone 06:44 PM

I am going on record concurring with other residents to agree with removing the 4 houses on Chantclair and widening the southern lots.

From Chip Allen to Everyone 06:44 PM

Will AirBnB and other type of very short term rentals be permitted in the Leanna's HOA?

From Jen Curtis-Maury to Everyone 06:45 PM

Please read Cheryl

From Kate Macdonell to Everyone 06:45 PM

Can you explain what a type E buffer looks like? Landscape easement

From Jay Vora to Everyone 06:45 PM

As the homeowner right on the corner of Rothwood and Chanticlair, the 4 houses on chanticlair will probably impact my home more than most. I might be the only one in the neighborhood, but I think the turned lots will actually blend in well with Abbington and is a good decision. Even though they technically aren't in our neighborhood, I think continuity matters to the look and feel of our neighborhood.

From Cheryl & Tommy Russell to Everyone 06:46 PM

We would like to go on record and request the 4 homes are removed from Chanticlair Abbington connection and widening the lots directly behind Abbington.

From Scott Fast to Everyone 06:46 PM

On the Apex town interactive development map, the filing for Yellowbridge on 03/31 was noted as "non-residential" - is that the 'proposed use' or 'the current status' ????

From Suzanne Bailey to Everyone 06:46 PM

I would like to officially request on the record to remove the 4 Chanticlair homes and to further widen the lots adjacent to Abbington (beyond 60 ft., our lots are about 90 ft.).

From Janarthan Kirupananthan to Everyone 06:47 PM

Is there a dust mitigation plan during the many months of construction?

From Scott Fast to Everyone 06:48 PM

Okay, thank you.

From Kate Macdonell to Everyone 06:50 PM

The additional 5 ft landscape easement is within private property lines, right? So it's 10 feet, you can not count the 5 feet on someone's property. Just want to clarify that.

From Chip Allen to Everyone 06:51 PM

Because the ponds are being drained in June ish the spring growing season will be omitted. How is this being factored in? Decision by the army corps needs to take this into account.

From Bill Zerman to Everyone 06:52 PM

Can you describe what the traffic flow pattern from yellowbridg to 64

From Kate Macdonell to Everyone 06:52 PM

Can you tell us how you summarize this meeting for the Town Council? Do they see this chat or do you write it up for them?

From Julie Robertson to Everyone 06:53 PM

How will we receive further updates?

From Chip Allen to Everyone 06:53 PM

Please repeat the timelines are that was reviewed very quickly

From Jen Curtis-Maury to Everyone 06:54 PM

There is a graphic from the town's traffic department

From Cheryl & Tommy Russell to Everyone 06:54 PM

We have a difficult time leaving our neighborhood onto 64 now - what have the traffic studies shown?

From polly petrino to Everyone 06:55 PM

I agree with Julie Robertson's comments above, The density will cause home values to decline from their current status. Quality of life during construction is also being glossed over here. There will be significant noise pollution and we have already had to contend with Sweetwater for several years. In addition, this is just adding to our general infrastructure issues, particularly our enrollment capped schools in this area. There needs to be more proactive collaboration from builders on this point.

From Chip Allen to Everyone 06:55 PM

Please submit entire chat as the official transcript as we were not able to ask verbal questions

From Penny Grieci to Everyone 06:56 PM

Will you provide us with a copy of your notes that you submit to the town?

From Scott Fast to Everyone 07:00 PM

Can you share documented commentary or guidelines or mandates from the town of Apex, county of Wake, or state of NC about your submittals? Written communications, as to land use, density, US 64 access, changes and charges Lennar will incur for ANY changes to town roads (access, signage), county roads or state highway access? I would appreciate to read what they may be communicating, if open to the public...??

<https://experience.arcgis.com/experience/41bf89a7c97d43a2934b0e823c8bfa45>

<https://www.apexnc.org/Search?searchPhrase=interactive>

easier link... :)

The proposed 'unit' or dwelling capacity is what now? How many Detached, how many attached, I guess no villas or condos now? Then min of 2.3 to 3.2 persons per HH, that means how many total persons?

From Rebecca Waite to Everyone 07:01 PM

I am also concerned about the traffic. It is already very difficult to turn left (and even right at times) out of the Kellyridge entrance.

From Scott Patrick to Everyone 07:01 PM

I reiterate severely limiting what type of commercial development goes on Rt 64. Believe we could quickly come up with a quick list of absolute non-starters with a gas station being at the top of this list for me.

From Scott Fast to Everyone 07:01 PM

we agree w/Rebecca White ... just today was terrible

From Cheryl & Tommy Russell to Everyone 07:02 PM

Agreed, I couldn't turn right

From Scott Fast to Everyone 07:03 PM

The planner is whom? Loren? please write in chat :) Thx

From polly petrino to Everyone 07:04 PM

Lauren Staudenmaier lauren.staudenmaier@apexnc.org

From Kate Macdonell to Everyone 07:04 PM

Do you anticipate staff asking you to make further changes to the plan?

From Scott Fast to Everyone 07:04 PM

Max = 160 units, SFD, townhomes, rough count 120 +/- today ... $120 * 3 = 360$, $120 * 5 = 600$... lots of cars, buses...

From Scott Patrick to Everyone 07:06 PM

40 detached is a very small number and I would consider this an absolute floor. should be higher than 40/120. when is this finalized and committed?

From Julie Robertson to Everyone 07:07 PM

Since you are adding in the commercial why does the count have to stay at 160?

From Scott Patrick to Everyone 07:08 PM

did the mix of attached / detached change then?

From Scott Fast to Everyone 07:10 PM

I recall we discussed stop signs on Chantclair, whether at Rothwood or within Yellowbridge, it will be a mix of vehicle and foot traffic between those intersections... any thoughts?

From Chip Allen to Everyone 07:11 PM

Thank you for your time.

From Scott Fast to Everyone 07:11 PM

we will have a 3-way at Rothwood and then a 3-way inside Yellowbridge...Please show map again to address stop signs ... so all can see.

From Kate Macdonell to Everyone 07:11 PM

Will there be neighborhood signage delineating Abbington from Yellowbridge where the neighborhoods transition?

From Scott Fast to Everyone 07:12 PM

Yes! just west of Rothwood. yes.

From Cheryl & Tommy Russell to Everyone 07:14 PM

What are the red stars on this map?

From Jim Logsdon to Everyone 07:14 PM

Those 4 lots are going to be postage stamp size now that Rothwood will be extending and they will still have a 20ft and 50ft pipeline easement....I call BS

From Cheryl & Tommy Russell to Everyone 07:14 PM

ok, I had asked earlier - could the 4 homes be moved to one of those?

From Jim Logsdon to Everyone 07:14 PM

Sorry, bad message

From Julie Robertson to Everyone 07:15 PM

What about the land you need that Abbington owns?

From Kate Macdonell to Everyone 07:15 PM

A red star where those 4 houses on Chanticalire are right now would be great! :-)

From Chip Allen to Everyone 07:18 PM

Requires 2/3 vote for Abbington to sell that land

From Jonathan Polito to Everyone 07:18 PM

How is this proposal helping Apex or the neighboring properties in Abbington? It will NOT increase or help the values of the homes in Abbington and as we've seen recently with the Wake County tax increase vote DEVELOPMENT DOES NOT PAY FOR ITSELF! But rather taxes existing residents more.

From Scott Fast to Everyone 07:19 PM

Have to be honest...I am getting an itchy feeling that you MAY know more about the Matthew's intentions and status of action, not saying you DO, but if you do, can you please share? I live directly to the right of the pond on their property and don't want to look at a bank, gas station, townhomes or condos... If not you, can I speak to someone in Apex as to their intentions? Thank you.

From Chip Allen to Everyone 07:19 PM

Again entering into chat since not read. The sell of the Abbington land to Lennar requires a 2/3 vote from Abbington residents.

From Scott Fast to Everyone 07:20 PM

I have a doctor on speed dial and a cocktail... all good.

From Brant Gifford to Everyone 07:21 PM

Speaking of Chantclair, we had heard the extension to Sweetwater through the Atkinson property was looked at, and not accepted to be extended at this time. Does Lennar or Jeff have any indication from the town how they propose to complete this collector, or a timeline for completion?

From Julie Robertson to Everyone 07:21 PM

When does that negotiation on the land needed happen? Does it happen when the zoning request goes in or when the subdivision plan is put together.

From Scott Fast to Everyone 07:21 PM

Joe Matthews... he owns that land above/north of the '4 yellow homes'. Towards US 64. FYI.

<https://www.apexnc.org/Search?searchPhrase=interactive>

From Kate Macdonell to Everyone 07:21 PM

Just FYI to all thinking about future development around us, buffers and lot sizes/widths matter and set precedents for the future.

From Jen Curtis-Maury to Everyone 07:24 PM

You said what the HOA Covenants say right now? What does that mean?

From Kate Macdonell to Everyone 07:26 PM

We definitely appreciate the 50ft buffer. Can you also widen the southern lots? So that precedent can be set when the next 2 parcels sell?

From Chip Allen to Everyone 07:26 PM

Goliath Lane are custom homes comparable to Abbington home. This should be noted for the record.

From Jen Curtis-Maury to Everyone 07:27 PM

Agree with Kate and Chip's comments

From Conne Bridenbaugh to Everyone 07:28 PM

Agree with removal of the four homes at the intersection of Rothwood and Chantclair and widen the lots adjacent to Abbington. The developers of Sweetwater made it work with Abbington. Lennar can as well. Turning them is not the desired solution. David and Conne Bridenbaugh. 503 Lydenbury Dr.

YELLOWBRIDGE

Planned Unit Development

Apex, North Carolina

Submittal Dates

First Submittal: March 1, 2022

Second Submittal: April 8, 2022

Third Submittal: May 13, 2022

Fourth Submittal: June 10, 2022

Developer

Lennar Corporation

Raleigh Division

1100 Perimeter Park Drive, Suite 112

Morrisville, NC 27560

Civil Engineer

Peak Engineering & Design

1125 Apex Peakway

Apex, NC 27502

Land Use Attorneys

Parker Poe Adams & Bernstein LLP

301 Fayetteville Street, Suite 1400

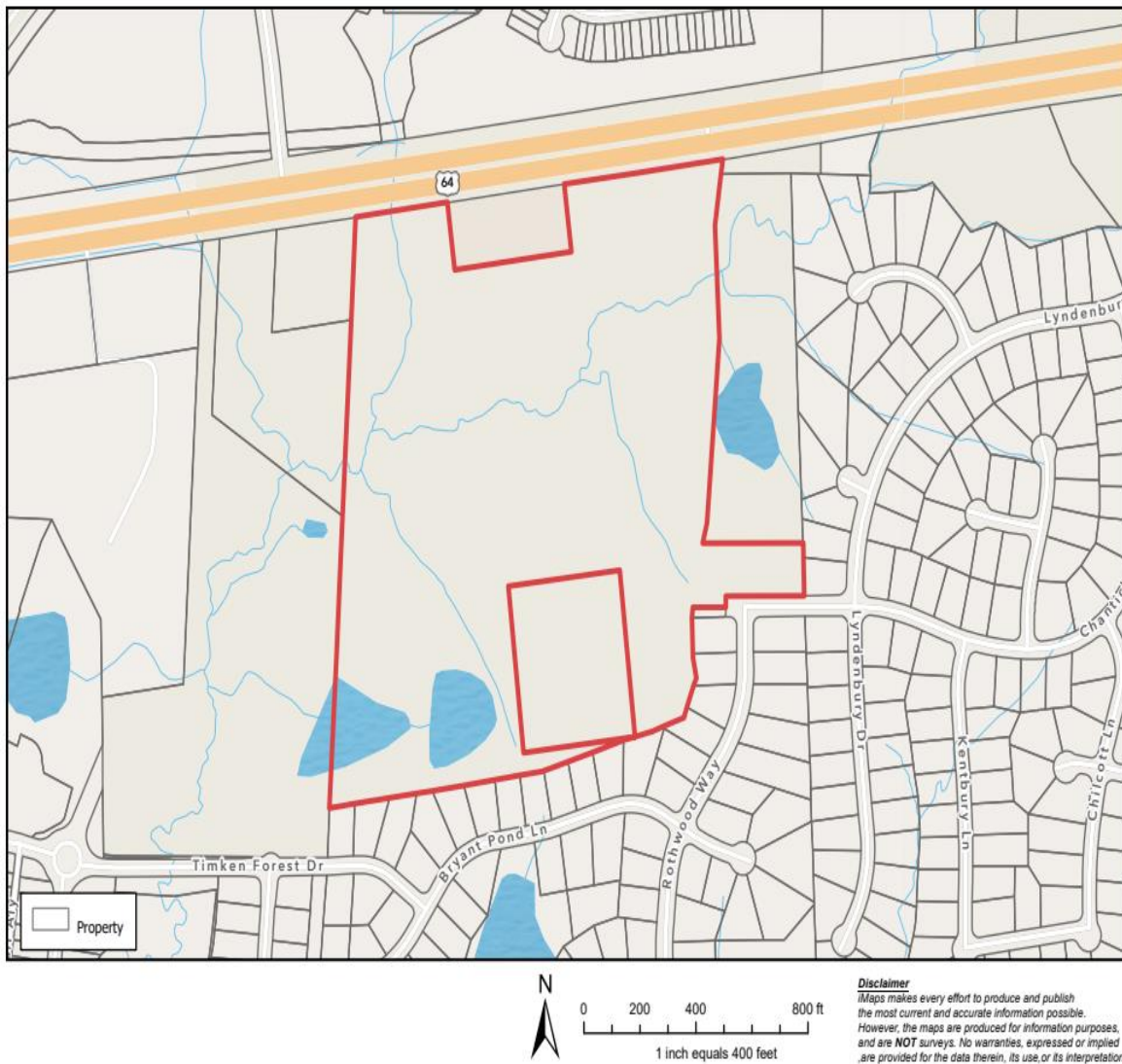
Raleigh, NC 27602



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VICINITY MAP



PROJECT DATA

Name of Project:	Yellowbridge PUD
Property Owner:	Yellowbridge Capital, LLC 113 Mill Point Road Kitty Hawk, NC 27949
Developer:	Lennar Corporation Raleigh Division 1100 Perimeter Park Drive, Suite 112 Morrisville, NC 27560
Prepared by:	Parker Poe Adams & Bernstein LLP 301 Fayetteville Street, Suite 1400 Raleigh, NC 27601 Peak Engineering & Design 1125 Apex Peakway Apex, NC 27502
Current Zoning:	Rural Residential (RR)
Proposed Zoning:	Planned Unit Development Conditional Zoning (PUD-CZ)
Current 2045 Land Use Map Designation:	Medium Density Residential
Proposed 2045 Land Use Map Designation	Medium Density Residential/Commercial Services
Site Address:	2817 US 64 Highway W Apex NC 27523 2813 US 64 Highway W Apex NC 27523
Property Identification Number:	0722752304 0722743789 (the "Property")
Total Acreage:	48.43 acres
Area Designated as Mixed Use on LUM	None
Area Proposed as Non- Residential:	3.5 acres

PURPOSE STATEMENT

This document and the accompanying exhibits submitted herewith (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development provisions. This PUD addresses the development of approximately 48.43 acres along US 64 Highway W, less than one mile from the 540/US-64 interchange. The Property is undeveloped and within the Town’s Extra Territorial Planning jurisdiction. Yellowbridge PUD will be a mixed-use community with two districts, the Residential District and the Commercial District.

Yellowbridge PUD will feature a mix of single-family detached homes, alley loaded townhouses, front loaded townhouses, and commercial uses with walking paths and open space (the “Development”). The mix of housing types will serve residents with varying budgets, backgrounds, and family needs. The community will be conveniently located to existing amenities and have easy access to highways. The neighborhood style commercial uses fronting US-64 Highway West will create a transition in development intensity from the highway south through the Development. The PUD is intended to create flexibility in design and land uses to deliver a high quality residential development that fits the context of existing development in the area. The Residential District is consistent with the Property’s Medium Density Land Use Map (“LUM”) designation; and generally, with the Apex Comprehensive Plan’s (“Peak Plan”) goal of accommodating a mix of housing types to serve the Town’s growing and increasingly diverse population. Although the LUM does not specifically designate the Property for commercial uses, the portion of the Property fronting US-64 Highway West is appropriate for the neighborhood serving commercial uses permitted by this PUD. The Commercial District is located directly across US-64 Highway West from the Westford PUD which permits a variety of residential, office, and commercial uses along the road. Additionally, the Commercial District is located adjacent to the Local Bar and is separated from the Residential District by a stream and wetlands that will act as a natural buffer between future commercial uses and residential neighborhoods to the south.

CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS

- (i) *The uses proposed to be developed in the PD plan for PUD-CZ are those uses permitted in Sec. 4.2.2 Use Table***

RESPONSE: The uses permitted within The Yellowbridge PUD are permitted within this designation in UDO Section 4.2.2 Use Table.

- (ii) *The uses proposed in the PD Plan for PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of non-residential land area is included in certain mixed use areas as specified on the 2045 Land Use Map. The location of uses proposed by the PUD-CZ must be shown in the PD Plan with a maximum density for each type of residential use and a maximum square footage for each type of non-residential use.***

RESPONSE: The Yellowbridge PUD is a mixed use community with a mix of housing types and commercial uses outlined in this PUD.

(iii) *The dimensional standards in Sec. 5.1.3 Table of Intensity and Dimensional Standards, Planned Development Districts may be varied in the PD Plan for PUD-CZ. The PUD-CZ shall demonstrate compliance with all other dimensional standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.*

RESPONSE: This PUD specifies intensity and dimensional standards for the project. The PUD's standards are consistent with the UDO's vision for Planned Unit Developments – to provide site specific, high-quality neighborhoods that preserve natural features and exhibit compatibility with, and connectivity to, surrounding land uses. Except as specifically stated in this PUD, Yellowbridge will comply with all other requirements of the UDO and will comply with all applicable requirements of the North Carolina Building Code and the North Carolina Fire Code.

(iv) *The development proposed in the PD Plan for PUD-CZ encourages cluster and compact development to the greatest extent possible that is interrelated and linked by pedestrian ways, bikeways and other transportation systems. At a minimum, the PD Plan must show sidewalk improvements as required by the Advance Apex: The 2045 Transportation Plan and the Town of Apex Standard Specifications and Standard Details, and greenway improvements as required by the Town of Apex Parks, Recreation, Greenways, and Open Space Plan and the Advance Apex: The 2045 Transportation Plan. In addition, sidewalks shall be provided on both sides of all streets for single-family detached homes.*

RESPONSE: As shown on the attached Concept Plan, Yellowbridge PUD will feature sidewalks throughout. Sidewalks will connect the project and the adjacent Abbingtion neighborhood, improving pedestrian connectivity. The PUD also commits to significant right of way dedication and roadway improvements called for by the Transportation Plan.

(v) *The design of development in the PD Plan for PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient compact network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area indicate that a through street is not essential in the location of the proposed cul-de-sac, or where sensitive environmental areas such as streams, floodplains, and wetlands would be substantially disturbed by making road connections.*

RESPONSE: The proposed street layout has been designed to enhance pedestrian and vehicular connectivity while protecting sensitive environmental features and being mindful of existing residential development. The development will facilitate the vision of the Transportation Plan by extending the existing Chantclair Drive stub street across the site to the west. Additionally, the project will extend a public street to the north to US-64 Highway West which will increase connectivity and provide Abbingtion residents an additional route to US-64 Highway West.

(vi) *The development proposed in the PD Plan for PUD-CZ is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties.*

RESPONSE: The proposed development is compatible with the character of the existing and planned uses in the surrounding area. This area of the Town's ETJ is at the intersection between growing sections of northwest Apex and historically rural, western Wake County. Adjacent properties are largely residential subdivisions with some commercial uses nearby. Nearby residential developments include the Villages at Westford Apartments, the Townes at Westford, the Stratford at Abbington, the Abbington Community, and the Sweetwater Community and Town Center. The Villages at Westford Apartments are directly across US 64 Highway West and consist of 296 apartments with a clubhouse and pool that were constructed in 2019 as part of the Westford PUD. The Stratford at Abbington and the Abbington Community are both single-family detached subdivisions. The Sweetwater Community and Town Center is a residential and commercial site with townhomes, single family homes and various commercial uses.

Yellowbridge PUD will provide a mix of housing types and neighborhood serving commercial uses that offer a transition between US 64 Highway West and the lower intensity Abbington community to the south. Density will transition from more dense townhomes to larger lot single-family detached homes as the site moves north to south. Additionally, this PUD contains buffer commitments and design standards that will ensure compatibility with neighboring uses.

(vii) *The development proposed in the PD Plan for PUD-CZ has architectural and design standards that are exceptional and provide higher quality than routine developments. All residential uses proposed in a PD Plan for PUD-CZ shall provide architectural elevations representative of the residential structures to be built to ensure the Standards of this Section are met.*

RESPONSE: Yellowbridge PUD will feature high quality and thoughtful design. Architectural standards, design controls, and conceptual elevations are included in this PUD.

CONSISTENCY WITH CONDITIONAL ZONING STANDARDS

Yellowbridge PUD is consistent with the conditional zoning standards set forth in UDO Section 2.3.3.F.1-10. Please see the accompanying PUD-CZ Application for the statements of consistency addressing each standard.

PERMITTED USES

The Property may be used for the uses listed below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply. Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

RESIDENTIAL DISTRICT

The following uses shall be permitted in the Residential District:

Residential	
Single-family	Permitted
Townhouse	Permitted
Accessory apartment*	Permitted
Recreational Uses	
Park, active	Permitted
Greenway	Permitted
Park, passive	Permitted
Recreation facility, private	Permitted
Utility, minor	Permitted

* Homeowners Association covenants shall not restrict the construction of accessory dwelling units.

COMMERCIAL DISTRICT

The following uses shall be permitted in the Commercial District:

Restaurant, general	Permitted
Restaurant, drive through	Permitted
Medical or dental office or clinic	Permitted
Medical or dental laboratory	Permitted
Office, business or professional	Permitted
Publishing office	Permitted
Artisan Studio	Permitted
Barber and beauty shop	Permitted
Book store	Permitted
Convenience store	Permitted
Convenience store with gas sales	Permitted

Dry cleaners and laundry service	Permitted
Farmer's Market	Permitted
Financial institution	Permitted
Floral shop	Permitted
Gas and fuel, retail	Permitted
Greenhouse or nursery, retail	Permitted
Grocery, general	Permitted
Grocery, specialty	Permitted
Health/fitness center or spa	Permitted
Kennel	Permitted
Newsstand or gift shop	Permitted
Personal service	Permitted
Pharmacy	Permitted
Printing and copying service	Permitted
Real estate sales	Permitted
Repair services, limited	Permitted
Retail sales, general	Permitted
Studio for art	Permitted
Tailor shop	Permitted
Upholstery shop	Permitted
Pet services	Permitted
Day care facility	Permitted
Veterinary Clinic or Hospital	Permitted
Utility, minor	Permitted

AFFORDABLE HOUSING

The Development shall include a minimum of two (2) residential restricted affordable housing townhouse or detached single-family median-income ownership units (the “Affordable Units”). The Affordable Units shall be constructed on-site and sold at a mutually agreeable maximum affordable housing median-income ownership initial sales price (the “Initial Sales Price”). The Affordable Units shall be occupied by low or median-income households earning no more than one-hundred percent (100%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI), adjusted for family size as most recently published by HUD (the “Income Limit”). For purposes of calculating the Initial Sales Price for the Affordable Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner’s insurance, homeowner’s association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership, which does not exceed thirty percent (30%) times (x’s) one-hundred percent (100%) times (x’s) the annual median-income limit (100% AMI Category), based on a family size that is equal to the actual number of bedrooms as the Affordable Units, applicable to the Raleigh, NC MSA as most recently published by the HUD. A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of ten (10) years (the “Affordability Period”) shall be recorded in the Wake County Registry against each of the Affordable Units concurrently at the close of escrow upon the sale of the Affordable Units. A restrictive covenant (i.e. affordable housing agreement) between the Town and applicant shall be recorded in the Wake County Registry against each of the lots for the Affordable Units prior to the issuance of a building permit for such lots to memorialize the affordable housing terms and conditions of the approved zoning condition. The Affordable Units may be townhouses or single-family detached houses, at the discretion of the developer, and shall be designated on the Master Subdivision Final Plat, which may be amended from time to time. Final Affordable Housing Unit floor plan selection which includes the unit size and bedroom size will be at the discretion of the developer. The Affordable Units may be provided in multiple phases or in one single phase. Developer will work with the Town to identify qualifying buyers for the first sale of the Affordable Units (the “First Sale”). Following the First Sale of the Affordable Units, Developer shall not be responsible for managing the Affordable Units or performing marketing, applicant screening, and selection related to future sales of the Affordable Units.

DESIGN CONTROLS

Development shall comply with the following minimum design controls.

UNIVERSAL DESIGN CONTROLS

Total Project Area	48.43 acres
Maximum Built-Up Area	70% of gross site acreage
Minimum Resource Conservation Area	30% of gross site acreage

RESIDENTIAL DISTRICT DESIGN CONTROLS

Maximum Residential Density	160 units
Maximum Residential Density	3.6 units/acre
Proposed Land Area	44.93 acres
Front Loaded Townhouses	
Minimum Lot Size	None
Minimum Lot Width	18 ft.
Minimum Setbacks	
Front	10 ft.
Side	0 ft. (5 ft. for end units)
Rear	5 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Building Separation	10 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 ft. for parking areas
Rear Loaded Townhouses	
Minimum Lot Size	None
Minimum Lot Width	18 ft.
Minimum Setbacks	
Front	5 ft.
Side	0 ft. (5 ft. for end units)
Rear	5 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Building Separation	10 ft.
Single-Family Detached	
Minimum Lot Size	6,000 square feet
Minimum Lot Width*	50 ft.
Minimum Setbacks	
Front	20 ft.

Side	6 ft.
Rear	15 ft.
Corner Side	8 ft.
Maximum Building Height	3 stories; 45 ft.
Minimum Buffer/RCA Setbacks	10 ft. for buildings 5 feet for parking areas

*Single-family detached homes adjacent to the Property's southernmost property line adjacent to the Abbington neighborhood from the northwestern corner of PIN 0722645333 to the northeastern corner of PIN 0722748868 shall have a minimum lot width of 60 feet.

COMMERCIAL DISTRICT DESIGN CONTROLS

Proposed Land Area	3.5 acres
Maximum Building Square Footage	25,000 SF
Required District Boundary Buffers	
Side Buffer	None
Rear Buffer	None
Minimum Setbacks	
Front (US-64)	10 ft.
Side	10 ft.
Rear	10 ft.
Corner Side	10 ft.
Maximum Building Height	50 ft.

LANDSCAPING, BUFFERING, AND SCREENING

Perimeter buffers shall be built and planted to the following lot width and planting standards:

Along the Property's shared property line with PIN 0722762014	30 ft. Type A
Along the Property's US-64 Highway West frontage east of PIN 0722762014	50 ft. Type A*
Along the Property's US-64 Highway West frontage west of PIN 0722762014	100 ft. Type E

Along the Property's westernmost boundary	20 ft. Type B
Along the north and south side of Chanticlair Drive west of the Single Family Detached homes to the north of Chanticlair Drive	10 ft. Type D
Along the north side of Chanticlair Drive adjacent to the Single Family Detached homes north of Chanticlair Drive	10 ft. Type E
Along the Property's easternmost boundary adjacent to PIN 0722850629	10 ft. Type B
Along the gas easement	10 ft. Type A
Along the Property's southern property line from the northwest corner of PIN 0722645333 to the northeast corner of PIN 0722741431**	50 ft. Type A**
Along the Property's southern property line from the northeast corner of PIN 0722741431 to the northwest corner of PIN 0722748868***	50 ft. Type A***

* The Development shall meet requirements (i) through (iii) in UDO Section 8.2.6(B)(5)(f)(ii)(c) to reduce the buffer width along US-64 Highway West to 50 feet.

** This portion of the perimeter buffer shall remain undisturbed and supplemented with Type A buffer plantings.

*** This portion of the perimeter buffer shall be cleared, graded, include a minimum 3-foot berm, and be replanted to a Type A buffer standard.

ARCHITECTURAL STANDARDS

Yellowbridge PUD offers the following architectural controls to ensure a consistency of character throughout the development, while allowing for enough variety to create interest and avoid monotony. Elevations included are conceptual examples. Final elevations must comply with these architectural standards but may vary from the conceptual elevations. Further details may be provided at the time of Residential Master Subdivision Plan submittal.

RESIDENTIAL DISTRICT DESIGN GUIDELINES

Single-Family Detached:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
3. Eaves shall project at least 12 inches from the wall of the structure.
4. Garage doors shall have windows, decorative details or carriage-style adornments on them.
5. The garage shall not protrude more than 1 foot out from the front façade and front porch.
6. Garages on the front façade of a home that faces the street shall not exceed 30% of the total width of the house and garage together.
7. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
9. House entrances for units with front-facing single-car 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 the windows.
11. Front porches shall be a minimum of 5 feet deep.
12. No more than 25% of lots may be accessed with J-driveways. There shall be no more than 3 such homes in a row on any single block. Any lots eligible for a J-driveway home shall be identified on the Final Plat.

Townhouses (front and alley loaded):

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.
3. Garage doors must have windows, decorative details or carriage-style adornments on them.
4. House entrances for units with front-facing single-car garages shall have a covered porch/stoop area leading to the front door.
5. The garage cannot protrude more than 1 foot out from the front façade or front porch.
6. The visible side of a townhome on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
 - Windows
 - Bay window
 - Recessed window
 - Decorative window
 - Trim around the windows
 - Wrap around porch or side porch
 - Two or more building materials
 - Decorative brick/stone
 - Decorative trim
 - Decorative shake
 - Decorative air vents on gable
 - Decorative gable
 - Decorative cornice
 - Column
 - Portico
 - Balcony
 - Dormer
7. Building facades shall have horizontal relief achieved by staggering the units.
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
9. The rear and side elevations of the units with right-of-way frontage shall have trim around the windows.

CONCEPTUAL RESIDENTIAL DISTRICT BUILDING ELEVATIONS





COMMERCIAL DISTRICT DESIGN GUIDELINES

1. Architectural treatments such as varying roof forms, façade articulation, breaks in roof, walls with texture materials and ornamental details shall be incorporated to add visual interest.
2. Large expanses of blank walls greater than 25 feet in length or height shall be broken up with windows or other architectural features to reduce visual impacts.
3. Roof features may include flat roofs with parapet, hip roofs or awnings with metal or canvas material.

COMMERCIAL DISTRICT MATERIALS

Non-residential exteriors shall incorporate variation in materials. The front façade and other facades located along a public right-of-way may include:

1. Brick and/or stone masonry
2. Decorative concrete block (integral color or textured)
3. Stone accents
4. Aluminum storefronts with anodized or pre-finished colors
5. EIFS cornices, and parapet trim
6. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade
7. Precast concrete
8. Soffit and fascia materials to be considered include EIFS with crown trim elements
9. Cementitious siding

Rear elevations of non-residential buildings facing opaque landscape buffers or not visible from vehicular use areas or public rights-of-way may incorporate decorative concrete masonry, metal coping, or EIFS trim.

REPRESENTATIVE COMMERCIAL DISTRICT BUILDING ELEVATIONS



PARKING AND LOADING

Parking shall comply with minimum parking standards set forth in UDO Section 8.3.

SIGNAGE

Signage shall comply with UDO Section 8.7.

In addition, the project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waster near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.

CONSTRUCTION TRAFFIC

All heavy duty construction traffic shall enter and exit the site via US-64 Highway West. Heavy duty construction traffic shall not use Chantclair Drive, Rothwood Way, or Lyndenbury Drive. "No Construction Traffic" signage shall be posted along Chantclair Drive and Rothwood Way.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

RIVER BASINS AND WATERSHED PROTECTION OVERLAY DISTRICTS

The Property is within the Beaver Creek Basin, Jordan Lake Watershed, and Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Overlay Map 2019. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.8.

Resource Conservation Areas (RCA)

The Development will meet or exceed the minimum Resource Conservation Area ("RCA") requirements in UDO Section 8.1.2 and 2.3.4. The Property is located west of 540 and is therefore required to preserve a minimum of 30% RCA for the Residential District and 25% RCA for the Commercial District. Designated RCA areas will be consistent with UDO Section 8.1.2(B). Preserved streams, wetlands, and associated riparian buffers provide the primary RCAs throughout the Property. Additional RCAs may include stormwater management areas, multi-use paths, and perimeter buffers.

Floodplain

The project site does not sit within a designated current or future 100-year floodplain as shown on the Town of Apex Watershed & FEMA Map dated April 2015. FIRM Panel 3720072200J dated May 2, 2006 does not include a floodplain within the property boundary.

Historic Structures

There are no known historic structures present on the Property.

Environmental Commitments Summary

The following environmental conditions shall apply to the Development:

- All dwelling units shall be pre-configured with conduit for a solar energy system.
- The project shall install at least one (1) sign per SCM discouraging the use of fertilizer and to reduce pet waster near SCM drainage areas. The sign(s) shall be installed in locations that are publicly accessible, such as adjacent to, but outside of public property and/or public easement(s), amenity centers, sidewalks, greenways, or side paths.
- The project shall install a minimum of two (2) pet waste stations.
- The project shall plant drought resistant warm season grasses throughout the development to minimize irrigation and chemical use.
- Stormwater control devices shall be designed and constructed so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events.
- Landscaping shall include at least four (4) native hardwood tree species throughout the Development.
- No clearing or land disturbance shall be permitted within the riparian buffer, except the minimum necessary to install required road and utility infrastructure and SCM outlets. The SCM water storage and treatment shall not be permitted within the riparian buffer. Sewer infrastructure shall be designed to minimize impacts to riparian buffers.
- Any outdoor lighting installed on private amenities, signs, landscaping, walls, or fences shall be full cutoff LED fixtures with a maximum color temperature of 3000k. This condition shall not apply to lighting on single-family homes, townhouses, accessory buildings, or street lighting.

STORMWATER MANAGEMENT

Stormwater control devices shall be designed and constructed to exceed UDO standards so that post development peak runoff does not exceed pre-development peak runoff conditions for the 24-hour, 1 year, 10 year, and 25 year storm events. Otherwise, the Development shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1 of the UDO.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

This project was reviewed by the Parks, Recreation, and Cultural Resources Advisory Commission on April 27, 2022 and a fee-in-lieu of dedication was recommended.

Single-family detached Units:	\$ 3,753.89 x 50 =	\$ 187,694.50
Single-family attached Units:	\$ 2,528.25 x 110 =	<u>\$ 278,107.50</u>
Total residential fee in lieu per current unit count:		\$ 465,802

The final unit count and total fee-in-lieu will be calculated at Master Subdivision Plan and Construction Document review.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1)(f) and be designed to comply with the Town’s Sewer and Water Master Plan and Standards and Specifications. Road and utility infrastructure shall be as follows:

GENERAL ROADWAY INFRASTRUCTURE

Except as set forth herein, all proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex Comprehensive Transportation Plan and Bicycle and Pedestrian System Plan in effect as of the submission date of this rezoning.

TRANSPORTATION 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.
- A maximum of one (1) access point shall be proposed on US 64, to be constructed as a left-in/right-in/right-out public street access at the existing median break with a stop-controlled northbound approach with one lane of ingress and one lane of egress and an exclusive eastbound right turn lane with a minimum 100 feet of storage and appropriate deceleration length and taper on US Hwy 64. Improve the median break and construct physical separation between turn lanes to accommodate trucks and prevent both improper left turns and vehicular turning-movement conflicts.
- Construct an exclusive eastbound U-turn median break on US Hwy 64, approximately halfway between the site access at the existing median break and Kellyridge Drive

including a U-turn lane with a minimum of 100 feet of storage and appropriate deceleration length and taper. If the eastbound U-turn lane is removed from the existing median break location to the west, extend the storage to 150 feet at this location.

- Consistent with the Transportation Plan Thoroughfare and Collector Street Map, Chanticlair Drive shall be extended westward as a Major Collector Street with a minimum 60-foot right-of-way, consistent with Town Standards.
- No residential driveways shall be permitted on existing or future Major Collector Street(s).
- Rothwood Way shall be extended north and stubbed to the southernmost property line of PIN 0722850629. Homes located on Rothwood Way shall take driveway access from Rothwood Way.

PEDESTRIAN AND BICYCLE IMPROVEMENTS

Per UDO requirements, sidewalks shall be provided along both sides of all streets.

WATER AND SANITARY SEWER

All lots within the Development will be served by Town of Apex water and sanitary sewer. The utility design will be finalized at the time of Master Subdivision Plan or Site Plan approval and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer. A conceptual utility plan is included in the PUD Concept Plan for reference.

OTHER UTILITIES

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the Developer and shall meet Town of Apex standards as outlined in the UDO.

PHASING

The Development will be completed in phases. Final locations of phases will be determined at the time of Master Subdivision Review and Approval.

CONSISTENCY WITH LAND USE PLAN

The proposed Development is generally consistent with Advance Apex 2045: The Apex Comprehensive Plan, adopted in February 2019. The Land Use Map designates the Property as Medium Density Residential which allows a PUD zoning district and contemplates the housing types and densities proposed in the Residential District. This PUD updates the LUM designation

of the Commercial District to Commercial Services. Although the LUM does not specifically designate the Property for commercial uses, the portion of the Property fronting US-64 Highway West is appropriate for the neighborhood serving commercial uses permitted by this PUD. The Commercial District is located directly across US-64 Highway West from the Westford PUD which permits a variety of residential, office, and commercial uses along the road. Additionally, the Commercial District is located adjacent to the Local Bar and is separated from the Residential District by a stream and wetlands that will act as a natural buffer between future commercial uses and residential neighborhoods to the south.

COMPLIANCE WITH UDO

The development standards adopted for this PUD are in compliance with those set forth in the current version of the Town's Unified Development Ordinance (UDO). This PUD shall be the primary governing document for the development of Yellowbridge. All standards and regulations in this PUD shall control over general standards of the UDO. Provided, however, that if a specific regulation is not addressed in this PUD, UDO regulations shall control.

EXHIBIT A
Legal Description
The Property

PIN# 0722752304 & 0722743789

All that certain real property situated in White Oak Township, Wake County, North Carolina, described as follows:

Beginning at a set iron rod on the northern right of way line of Chantclair Drive, said iron rod marking the southwestern corner of Lot 74 as said lot is shown and so designated on that certain subdivision plat entitled "Windsor at Abbington – Phase 1, Section A, Map 2, Lots 24-27 & 65-74" recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the northern right of way line of Chantclair Drive, South 89°37'45" West 280.73 feet to a set iron rod; thence South 00°22'15" East 30.04 feet to a set iron rod at the centerline of the western terminus of Chantclair Drive and the northeastern corner of the 0.08 acre Reserved Area depicted on that certain subdivision plat entitled "Stratford at Abbington, Phase 1: Lots 1-31, 65-75, Owner: Highway 64, LLC" recorded in Book of Maps 2006, Pages 2638 to 2640, Wake County Registry; thence along the northern and western boundary of said Reserved Area and continuing along the northwestern boundary of said Stratford at Abbington subdivision the following nine courses: (1) South 89°37'45" West 118.01 feet to a set iron rod; (2) South 05°29'21" West 40.93 feet to a set iron rod; (3) South 01°54'29" East 98.00 feet to a set iron rod; (4) South 11°29'28" East 62.80 feet to a set iron rod; (5) South 22°27'50" West 118.06 feet to a found iron pipe; (6) South 70°08'38" West 118.71 feet to a found iron pipe; (7) South 77°30'46" West 65.05 feet to a found iron pipe; (8) South 73°46'05" West 40.75 feet to a found iron pipe; and (9) South 73°28'08" West 311.49 feet to a found iron pipe at an angle point in the northern boundary of Lot 64 as said lot is shown and so designated on that certain subdivision plat entitled "Stratford at Abbington, Phase 2: Lots 32-64, Owner: Highway 64, LLC" recorded in Book of Maps 2008, Pages 33 and 34, Wake County Registry; thence along the northern boundary of said Stratford at Abbington Phase 2 subdivision South 82°16'49" West 758.57 feet to a found iron pipe with cap at the northwestern corner of Lot 56 of said Stratford at Abbington Phase 2 subdivision, said point also being on the eastern boundary of Lot 2 as said lot is shown and so designated on that certain plat entitled "Recombination Survey for Cecil V. Campfield and Wife Sharon K. Campfield" recorded in Book of Maps 1995, Page 334, Wake County Registry; thence along the eastern boundary of said Campfield plat the following two courses: (1) North 03°08'59" East 417.75 feet to a found bent iron pipe; and (2) North 03°12'21" East 406.54 feet to a found iron pipe with cap at the southeastern corner of Lot 'A' as said lot is shown and so designated on that certain plat entitled "Recombination for Joel V. Perry" recorded in Book of Maps 1985, Page 522, Wake County Registry; thence along the eastern boundary of said Perry plat North 03°11'42" East 841.95 feet to a found iron rod with cap on the southern right of way line of U.S. Highway 64; thence along said southern right of way line North 82°54'26" East 331.57 feet to a set iron rod at the northwestern corner of the parcel depicted on that certain plat entitled "Boundary Survey, Property of Calvin Mills, Prepared for David and Sharon Raymer" recorded in Book of Maps 2004, Page 698, Wake County Registry; thence along the western, southern and eastern boundary of said Mills plat the following three courses: (1) South 07°08'43" East 189.52 feet to a found iron pipe; (2) North 82°51'17" East 420.02 feet to a found iron pipe; and (3) North 07°08'43" West 189.14 feet to a set iron rod on the southern right of way line of

U.S. Highway 64; thence along said southern right of way line the following two courses: (1) North 82°54'26" East 265.68 feet to a set iron rod; and (2) North 82°53'08" East 305.02 feet to a set iron rod at the northwestern corner of Area "B" as shown and so designated on that certain plat entitled "Property of Blakely-Braswell Land Company, LLC" recorded in Book of Maps 1996, Page 634, Wake County Registry; thence along the western boundary of said Area "B", South 11°47'52" West 42.58 feet to a found iron pipe with cap at the northwestern corner of Tract 'A' as said lot is shown and so designated on that certain plat entitled "Property of Calvin E. Mills, Alta Belle P. Mills, Ted Mills & Randy Mills By William R. Hoke & Paul Stam, Jr., Co-trustees" recorded in Book of Maps 1984, Page 404, Wake County Registry; thence along the western and southern boundaries of said Mills plat the following five courses: (1) South 07°43'26" West 146.44 feet to a found iron pipe with cap; (2) South 03°03'23" East 318.20 feet to a found iron pipe with cap; (3) South 05°04'48" West 519.04 feet to a found iron pipe with cap; (4) South 15°45'44" West 60.82 feet to a found iron pipe with broken cap; and (5) South 89°57'43" East 359.26 feet to a found iron pipe with cap on the western boundary of Lot 73 of the previously mentioned Windsor at Abbington subdivision plat recorded in Book of Maps 1998, Page 203, Wake County Registry; thence along the western boundary of said Windsor at Abbington subdivision South 02°25'07" East 148.61 feet to the point of beginning.

Containing 48.2331 acres, more or less, and being all of Lot "B" as said lot is shown and so designated on that certain plat entitled "Subdivision, Property of Gaither Bryant Garner, Jr. and Gerald L. Hornick" recorded in Book of Maps 1984, Page 1516, Wake County Registry, TOGETHER WITH all of Tract 1 as said tract is shown and so designated on that certain plat entitled "Division for Gerald L. Hornick, et ux and G. Bryant Garner, et ux" recorded in Book of Maps 2003, Page 474, Wake County Registry, LESS AND EXCEPT the area dedicated as public right of way for Chanticleir Drive as recorded in Deed Book 11778, Page 1490, Wake County Registry.

<REZONING> YELLOWBRIDGE PUD

OWNER

YELLOWBRIDGE CAPITOL, LLC
113 MILL POND ROAD
KITTY HAWK, NC 27949-4082
Contact: TOM COLHOUN
COLHOUN REAL ESTATE
P: (919) 267-6928

ENGINEER/LAND PLANNER

PEAK ENGINEERING & DESIGN, PLLC
JEFF ROACH, P.E.
5448 APEX PEAKWAY #368
APEX, NC 27502
P: (919) 439-0100
www.PeakEngineering.com

ENVIRONMENTAL CONSULTANT

SOIL & ENVIRONMENTAL CONSULTANTS, PA
STEVEN BALL, RF, PWS
8412 FALLS OF NEUSE ROAD, SUITE 104
RALEIGH, NC 27615
P: (919) 846-5900
www.SandEC.com

APPLICANT

LENNAR CORPORATION - RALEIGH DIVISION
STEPHEN DORN
1100 PERIMETER DRIVE SUITE 112
MORRISVILLE, NC 27560
P: (919) 224-9922
www.lennar.com

SURVEYOR

JMT (JOHNSON, MIRMIRAN & THOMPSON, INC.)
MIKE ZMUDA
1130 SITUS COURT SUITE 200
RALEIGH, NC 27606
P: (804) 267-1258
www.jmt.com

TRAFFIC ENGINEER

RAMEY KEMP & ASSOCIATES, INC.
NATE BOUQUIN, P.E.
5805 FARINGDON PLACE, SUITE 100
RALEIGH, NC 27609
P: (919) 872-5115
www.RameyKemp.com

2817 US 64 HWY W
APEX, NORTH CAROLINA 27502
PROJECT NUMBER: 210701
DATE March 1, 2022

SITE INFORMATION:

Property Owner	Property Address	PIN	REID	Acreage	Deed Book/Plat Book & Page
YELLOWBRIDGE CAPITAL, LLC 113 MILL POINT RD KITTY HAWK NC 27949-4082	2817 US 64 HWY W	0722-75-2304	0133648	43.90 acres	DB 013508 PG 01177 BM 2003 Pg474
YELLOWBRIDGE CAPITAL, LLC 113 MILL POINT RD KITTY HAWK NC 27949-4082	2813 US 64 HWY W	0722-74-3789	0138551	4.34 acres	DB 013508 PG 01181 BM 2003 Pg474
Total Deeded Acreage:				48.43 acres	
Township:	White Oak				
Flood Zone Information:	Firm Panel 3720072200J dated May 2, 2006 does not show the presence of flood zones on the property				
Watershed Information:	Primary Watershed Protection Overlay District, Beaver Creek Basin, Cape Fear River Basin				
Historical:	Per the NC SHPO, no historical structures are located within the project boundary				
Annexation:	Annexation required for utility services				
Existing Zoning:	RR - Rural Residential				
Proposed Zoning:	Planned Unit Development - Conditional Zoning (PUD-CZ)				
2045 Land Use Map:	Medium Density Residential				
Existing Use:	Single Family and vacant				
Proposed Uses:	Residential				
Single-family	Townhouse		Accessory apartment		
Park, active	Park, passive		Greenway		
Recreation facility, private	Utility, minor				
* Homeowners Association covenants shall not restrict the construction of accessory dwelling units					
	Commercial				
Restaurant, general	Restaurant, drive through		Medical or dental office or clinic		Medical or dental laboratory
Office, business or professional	Publishing office		Research facility		Artisan Studio
Barber and beauty shop	Book store		Convenience store		Convenience store with gas sales
Dry cleaners and laundry service	Farmer's Market		Financial institution		Floral shop
Gas and fuel, retail	Glass sales		Greenhouse or nursery, retail		Grocery, general
Grocery, specialty	Health/fitness center or spa		Kennel		Newsstand or gift shop
Personal service	Pharmacy		Printing and copying service		Real estate sales
Repair services, limited	Retail sales, general		Studio for art		Tailor shop
Upholstery shop	Pet services		Day care facility		Veterinary Clinic or Hospital
Utility, minor					
* Refer to PD Text for a list of uses and other zoning standards					
Maximum Number of Lots:	160 dwelling units				
Proposed Project Density:	3.56 dwelling units/acre (< 6.0 units/acre for Medium Density Residential districts)				
Lots:	Min Lot Size	Min Lot Width	Max Building Height		
Single-family detached	6,000 SF	50 feet	45 feet / 3 stories		
Single-family attached (townhouse)	N/A	20 feet	45 feet / 3 stories		
Parking Requirements:	2 spaces/dwelling unit required				
Single Family Detached:	2 spaces/dwelling unit + 0.25 guest spaces/dwelling unit				
Single Family Attached:	2 spaces/dwelling unit + 0.25 guest spaces/dwelling unit				
Single Family parking provided by driveway and garage (min 2 spaces/lot)					
Building Setbacks (minimum setbacks unless otherwise noted):					
Residential:	Single-family	Townhouse (front loaded)		Townhouse (rear loaded)	
Front:	20 feet	10 feet (20' garage setback)		5 feet	
Rear:	15 feet	5 feet		5 feet	
Side:	6 feet	0 feet (5' for end units)		5 feet	
Side (Corner Lot):	8 feet	8 feet		8 feet	
Min. Building Separation		10 feet		10 feet	
Commercial:					
Non Residential Square Footage:	25,000 SF				
Maximum Building Height:	50 feet				
Setbacks:					
Front: (US Hwy 64)	10 feet				
Rear:	10 feet				
Side:	10 feet				
From Buffer/RCA:	10' for Buildings/5' for Parking Areas				
Parking:	Per UDO Section 8.3				
Maximum Build Upon Area:	33.90 acres, 70%				
RCA Required:	15.20 acres				
	14.53 acres + 0.68 acres (30% overall + 5% Mass Grading for single-family detached)				
RCA to be Provided:	15.20 acres minimum				
Grading:	Site to be "Mass Graded"				
% of total lots to be graded prior to first plat:	50% (limited by Apex UDO to a maximum acreage for mass grading) maximum of 20 acres of clearing for single-family detached section				
% of the pre-development drainage areas that have been preserved within their natural basins:					
	90%				

- Page 291 -

RIPARIAN BUFFERS AND WETLANDS:

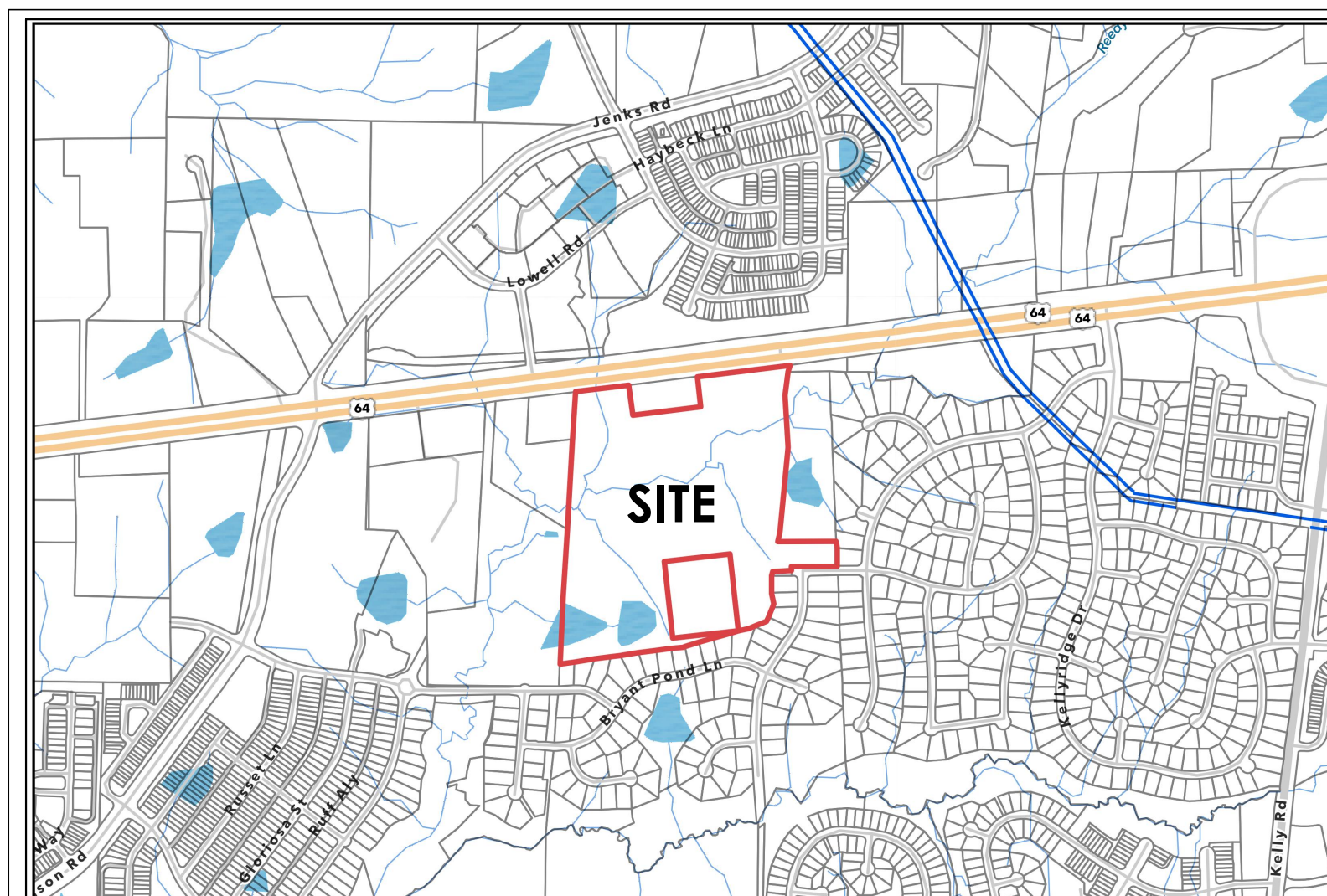
RIPARIAN BUFFERS AND WETLANDS LOCATED ON SITE BY S&EC TO BE CONFIRMED BY THE US ARMY CORPS OF ENGINEERS AND TOWN OF APEX.

INDEX OF DRAWINGS:

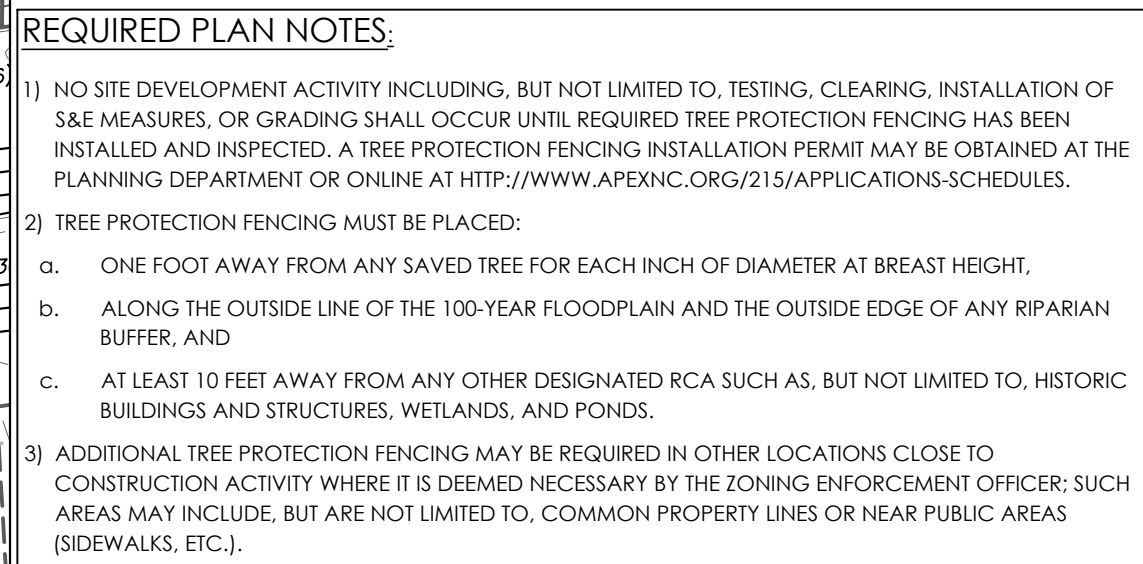
C000 COVER SHEET
C002 EXISTING CONDITIONS
C100 CONCEPTUAL SITE PLAN/UTILITY PLAN

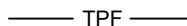













AERIAL MAP NO SCALE



VICINITY MAP NO SCALE

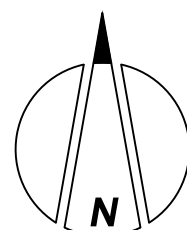


- | LEGEND (EXISTING CONDITIONS) | |
|---|-------------------------------------|
|  | TREE PROTECTION FENCE |
|  | EXISTING TREE LINE |
|  | EXISTING STREAM BUFFER |
|  | EXISTING 100YR FLOODWAY BOUNDARY |
|  | EXISTING FLOODPLAIN BOUNDARY |
|  | EXISTING 100 YR FLOODPLAIN |
|  | EXISTING FLOOD FRINGE |
|  | STEEP SLOPE AREA (GREATER THAN 3:1) |
|  | EXISTING WETLANDS |
|  | EXISTING PERENNIAL STREAM |
|  | EXISTING INTERMITTENT STREAM |
|  | CRITICAL ROOT ZONE |

EXISTING CONDITIONS NOTES:

1. BOUNDARY SURVEY PROVIDED BY JMT (JOHNSON, MIRMAN & THOMPSON, INC.).
2. TOPOGRAPHIC INFORMATION FROM WAKE COUNTY GIS DATA
3. NO SLOPES EQUAL TO OR GREATER THAN 3:1 FOUND ON THE SITE.
4. NO HISTORIC INVENTORY SITES OR NATURAL INVENTORY AREAS LOCATED ON OR WITHIN 100' OF THIS PROPERTY.
5. NO GREENWAY OR TRAILS ARE LOCATED ON THIS SITE. GREENWAY OR TRAILS MAYBE PLANNED FOR THIS SITE AS PER THE GREENWAY MASTER PLAN.
6. TREE SURVEY INFORMATION PROVIDED BY S&EC, INC.
7. 100 YR FLOOD PLAIN IS NOT LOCATED ON OR WITHIN 100' OF THIS PROPERTY.
8. PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT, BEAVER CREEK BASIN, CAPE FEAR RIVER BASIN.

1 **EXISTING CONDITIONS**
C002 SCALE: 1"=100'



PEAK
Engineering & Design
1125 Apex Parkway | Apex, NC 27502
ph: 919.439.0100
www.PeakEngineering.com

NC License #P-0673

project:
YELLOWBRIDGE PUD
2813/2817 US 64 HWY WEST
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:



1	APRIL 8, 2022	TOWN OF APOK - 1ST ZONING COMMENTS	JR
2	MAY 13, 2022	TOWN OF APOK - 2ND ZONING COMMENTS	JR
3	JUNE 10, 2022	TOWN OF APOK - 3RD ZONING COMMENTS	JR
No.	DATE	REASON	BY

title:

*EXISTING
CONDITIONS*

proj #: 210701

date: MARCH 1, 2021

dwg by: chkd b
FS JR

scale: As Noted

sheet:

C002
(PUD PLAN)

COMMERCIAL DEVELOPMENT

BUFFERS/ RCA

SINGLE FAMILY- ATTACHED (TOWNHOMES)

SINGLE FAMILY DETACHED

CONCEPTUAL PLAYLAWN / OPEN SPACE

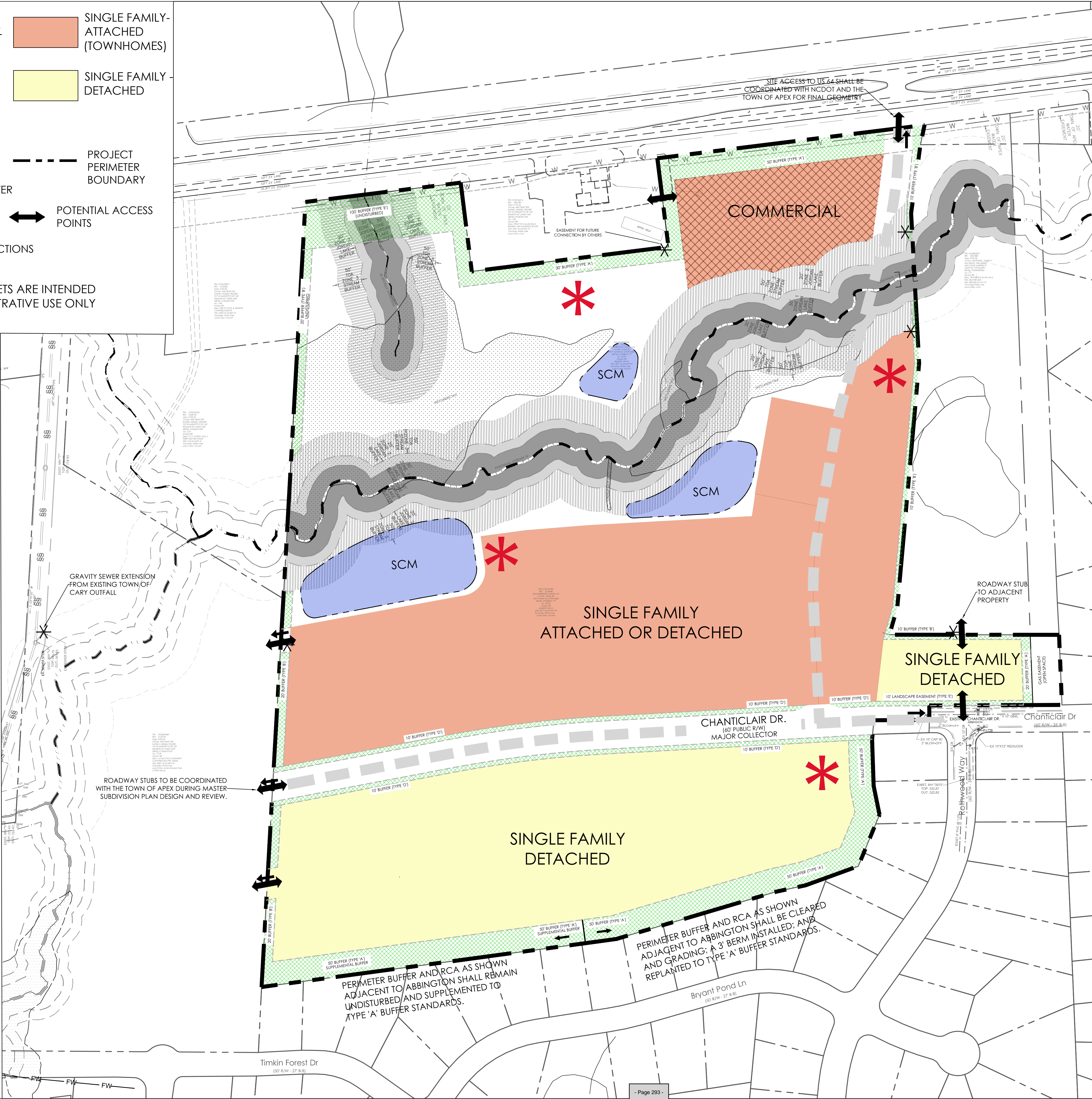
PROPOSED WATER CONNECTIONS

PROPOSED SEWER CONNECTIONS

PROJECT PERIMETER BOUNDARY

POTENTIAL ACCESS POINTS

PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY



- SITE AND UTILITY NOTES:**
- DEVELOPMENT ACCESS AND STUB STREET LOCATIONS SHALL BE FINALIZED AT MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - FINAL RESOURCE CONSERVATION AREA (RCA), OPEN SPACE, AND PLAY LAWN LOCATIONS SHALL BE COORDINATED WITH STAFF AND BUILDER DURING MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - ALL ZONING PLAN SHEETS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGN COMPONENTS ARE DETERMINED AT MASTER SUBDIVISION PLAN.
 - REFER TO PD TEXT DOCUMENTS FOR A LIST OF ALLOWABLE USES, ZONING CONDITIONS, AND OTHER DESIGN STANDARDS FOR THE DEVELOPMENT.
 - ENVIRONMENTAL FEATURES ARE SUBJECT TO FINAL REVIEW CONCURRENCE WITH VARIOUS REGULATING AGENCIES.
 - PUBLIC PEDESTRIAN AND VEHICULAR ACCESS IS SHOWN FOR CONCEPTUAL PURPOSES AND ARE SUBJECT TO REVISIONS DURING THE MASTER SUBDIVISION PLAN DESIGN AND APPROVAL.
 - ALL SITE ELEMENTS ARE REQUIRED TO MEET OR EXCEED TOWN OF APEX, NCDOT, OR OTHER REVIEW AUTHORITY STANDARD DESIGN SPECIFICATIONS.
 - PROJECT WILL COMPLY WITH ADOPTED TOWN MASTER PLANS INCLUDING TRANSPORTATION, WATER, SEWER, AND GREENWAYS.
 - THE PROJECT IS REQUESTING FULL TOWN SERVICES, INCLUDING BUT NOT LIMITED TO WATER, SEWER AND ELECTRICITY.
 - THE PROJECT WILL NOT UTILIZE PRIVATE SEWAGE DISPOSAL.

LEGEND (PROPOSED CONDITIONS)

LD

LIMITS OF DISTURBANCE

SF

SILT FENCE

TRAIL

RCA

OPEN SPACE

FUTURE DEVELOPMENT

1

C100

**CONCEPTUAL SITE PLAN/
CONCEPTUAL UTILITY PLAN**

SCALE: 1"=100'

PEAK

Engineering & Design

1125 Apex Parkway | Apex, NC 27502
PH: 919.453.0100
WWW.PEAKENGINEERING.COM

NC License #P-0673

project:
YELLOWBRIDGE PUD
2813/2817 US 64 HWY WEST
WHITE OAK TOWNSHIP
APEX, NORTH CAROLINA 27502

seal:
PRELIMINARY
NOT FOR
CONSTRUCTION

REVISION		DATE	BY
1	APRIL 8, 2023	TOWN OF APEX - 1ST ZONING COMMENTS	JR
2	MAY 13, 2023	TOWN OF APEX - 2ND ZONING COMMENTS	JR
3	JUNE 10, 2023	TOWN OF APEX - 3RD ZONING COMMENTS	JR

title:
**CONCEPTUAL
SITE PLAN/
UTILITY PLAN**

proj #:
210701

date:
MARCH 1, 2022

dwg by: chkd by:
FS JR

scale:
As Noted

sheet:

C100
(PUD PLAN)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Motion to set the Public Hearing for the July 26, 2022 Town Council meeting regarding Rezoning Application #22CZ07 Chapel Ridge North PUD. The applicant, Matthew Carpenter for High Street District Development, Inc., seeks to rezone approximately 20.62 acres from Rural Residential to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 1200, 1204, 1205, 1209, 1220, 1225 Chapel Ridge Rd and 1512 Clark Farm Rd.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The properties to be rezoned are identified as PINs 0732340602, 0732347912, 0732343920, 0732354594, 0732352538, 0732249869, & 0732256180.

Attachments

- Vicinity Map
- Application





Rezoning #22CZ07

Beaver Creek Crossings

Whitesmith Dr

Loresman Aly

Old Chapman Dr

Housewright Aly

Drayman Pl

Tillman Aly

Brownsmith Dr

Ackerman Hill Dr

Hempstead at Beaver Creek

Chapel Ridge

Chapel Ridge Rd

Clark Farm Rd

Beaver Creek Commons Dr

540

540

NC 540 Hwy SB

NC 540 Hwy NB

RAMP US 64 EB to NC 540 SB

RAMP NC 540 NB to US 64 EB

Peak 502 at Beaver Creek

Chattering Lory Ln

Diamond Dove Ln

May 2022
February 2022 Aerial Photography
Prepared by: Town of Apex Planning Department

PLANNED UNIT DEVELOPMENT APPLICATION

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

Application #:	_____	Submittal Date:	March 1, 2022
Fee Paid	\$ _____	Check #	_____

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Chapel Ridge
Address(es): See attached Application Exhibit A
PIN(s) See attached Application Exhibit A

_____ Acreage: 20.62 acres
Current Zoning: Rural Residential (RR) Proposed Zoning: Planned Unit Development- Conditional Zoning (PUD-CZ)
Current 2045 LUM Designation: Medium Density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ☒

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

Area classified as mixed use:	Acreage:	<u>N/A</u>
Area proposed as non-residential development:	Acreage:	<u>N/A</u>
Percent of mixed use area proposed as non-residential:	Percent:	<u>N/A</u>

Applicant Information

Name: High Street District Development, Inc., c/o Matthew Carpenter
Address: 301 Fayetteville Street, Suite 1400
City: Raleigh State: NC Zip: 27601
Phone: (919) 835-4032 E-mail: matthewcarpenter@parkerpoe.com

Owner Information

Name: See attached Exhibit A
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Agent Information

Name: Josh Dix, High Street District Development, Inc. a Trammell Crow Company company
Address: 555 Fayetteville Street, Suite 300
City: Raleigh State: NC Zip: 27601
Phone: (919) 835-4032 E-mail: JDix@trammellcrow.com

Other contacts: _____

Exhibit A
To Chapel Ridge PUD-CZ Application
Owner Information Addendum

Parcel 1

Site Address: 1200 Chapel Ridge Road
PIN: 0732256180
Deed Reference (book/page): 12343/2193
Acreage: 5.27
Owner: Su Yueh Kao and Chi Chang Ho
Owner Address: 1200 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 2

Site Address: 1204 Chapel Ridge Road
PIN: 0732249869
Deed Reference (book/page): 8218/1726
Acreage: 1.71
Owner: Michael P. Mohan and Catherine A. Mohan
Owner Address: 1204 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 3

Site Address: 1205 Chapel Ridge Road
PIN: 0732352538
Deed Reference (book/page): 12171/2059
Acreage: 2.48
Owner: Douglas Cox and Carrie Cox
Owner Address: 1205 Chapel Hill Road, Apex, NC 27502-8502

Parcel 4

Site Address: 1209 Chapel Ridge Road
PIN: 0732354594
Deed Reference (book/page): 6236/386
Acreage: 3.0
Owner: Ronald L. Stringari, and Katherine L. Stringari
Owner Address: 1209 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 5

Site Address: 1220 Chapel Ridge Road
PIN: 0732343920
Deed Reference (book/page): 4168/302
Acreage: 2.88
Owner: Larry L. Carlson and Kathi E. Carlson
Owner Address: 1220 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 6

Site Address: 1225 Chapel Ridge Road

PIN: 0732347912

Deed Reference (book/page): 9720/361

Acreage: 2.13

Owner: Tigh M. Dundieff and Diane Cundieff

Owner Address: 1225 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 7

Site Address: 1512 Clark Farm Road

PIN: 0732340602

Deed Reference (book/page): 5351/223

Acreage: 2.34

Owner: David D. Sherry and Ethel V. Sherry

Owner Address: 1512 Clark Farm Road, Apex, NC 27502-8500

PLANNED UNIT DEVELOPMENT APPLICATION

Application #: _____

Submittal Date: March 1, 2022

PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met by the proposed rezoning.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

Although the proposed development contemplates greater density than recommended by the property's Medium Density Residential Land Use Map ("LUM") designation, it is generally consistent with the purposes, goals, objectives, and policies of the Apex Comprehensive Plan (the "Comp Plan"). The proposed development will place additional housing density in close proximity to existing services, transit, restaurants, retail, and future transit; consistent with the Comp Plan goals of providing a variety of housing types, a variety of transportation options to enhance mobility, and walkable, mixed-use developments and pedestrian-oriented streets.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed development will place housing density in an appropriate location - directly adjacent to the Beaver Creek Shopping Center, within walking distance of a future transit stop, and in close proximity to 540 and US-64. It will offer a density/land use intensity transition from higher intensity commercial uses to the north to lower intensity townhomes and single-family detached homes to the south. Appropriate buffers and Resource Conservation Areas ("RCAs") will be located to mitigate negative effects on neighboring properties.

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

The proposed PUD-CZ will comply with any applicable standards in UDO Section 4.4.

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

Buffers and RCAs have been located to help minimize adverse effects on adjacent properties. Trash, parking and loading, and odors will be screened from adjacent uses as required by the UDO and as set forth in the PUD. The PUD text contains a condition that prevents dumpsters from being placed in close proximity to existing homes to the south. The extension of Chapel Ridge Road to the north will improve connectivity in the area and route traffic north to Beaver Creek Commons Drive rather than south past the existing single-family detached homes on Chapel Ridge. Additionally, the PUD text contains a condition that exterior lighting shall be focused towards the ground.

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 property is not within a designated current or future 100 year floodplain but is located within the Beaver Creek Drainage Basin. Accordingly, the property is within the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Map. This PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of UDO Section 6.1.7. The PUD will include a minimum 20% RCA. Further, the PUD text contains additional environmental commitments including electric vehicle charging stations and installation of pet waste stations.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The proposed development will improve access to public facilities and services. The Chapel Ridge Road extension will improve traffic circulation in the area and the project will place additional housing in close proximity to a future transit stop. The project will also extend water and sewer infrastructure south along Chapel Ridge Road which may facilitate future connections to Town services.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed multi-family community will have a positive effect on the health, safety, and welfare of Town residents by providing additional housing types in a well-connected location.

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

The proposed multi-family community will not be detrimental to adjacent properties. RCAs and buffers - together with other conditions contained in the PUD text - will help mitigate negative effects on 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 development will not constitute a nuisance or hazard. Traffic impacts will be mitigated by the northern extension of Chapel Ridge Road. Buffers, RCAs, and conditions on lighting will help mitigate negative effects on adjacent properties.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The PUD will be governed by the regulations contained in the attached PUD Text and Concept Plan. The PUD will comply with all other regulations of the UDO to the extent they do not conflict with the PUD regulations.

DEVELOPMENT NAME APPROVAL APPLICATION

Application #: _____

Submittal Date: _____

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 #: _____ Submittal Date: _____

Proposed Subdivision/Development Information

Description of location: 1200;1204;1205;1209;1220; &1225 Chapel Ridge Road and 1512 Clark Farm Road
Nearest intersecting roads: Chapel Ridge Road/Olive Chapel Road
Wake County PIN(s): See attached Application Exhibit A
Township: White Oak

Contact Information (as appropriate)

Contact person: High Street District Development, Inc., c/o Matthew Carpenter
Phone number: (919) 835-4032 Fax number: N/A
Address: 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601
E-mail address: matthewcarpenter@parkerpoe.com
Owner: See attached Application Exhibit A
Phone number: _____ Fax number: _____
Address: _____
E-mail address: _____

Proposed Subdivision/Development Name

1st Choice: Chapel Ridge
2nd Choice (Optional): _____

Town of Apex Staff Approval:

Town of Apex Planning Department Staff _____ Date _____

TOWN OF APEX UTILITIES OFFER AND AGREEMENT

Application #: _____

Submittal Date: _____

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

WAKE COUNTY, NORTH CAROLINA CUSTOMER SELECTION AGREEMENT

1200;1204;1205;1209;1220; &1225 Chapel Ridge Road

and 1512 Clark Farm Road

(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.

High Street District Development, Inc., 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: High Street District Development, Inc.

TOWN OF APEX

BY:


Authorized Agent

BY:

Authorized Agent

DATE:

3/1/2022

DATE:

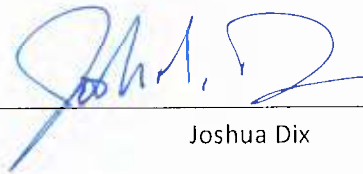
AFFIDAVIT OF OWNERSHIP

Application #: _____

Submittal Date: _____

The undersigned, Joshua Dix of High Street District Development, Inc. (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the authorized agent of all owners, of the property located described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
4. To Affiant's knowledge, no claim or action has been brought against the owners of the property 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.
5. This the 1st day of March, 2022.



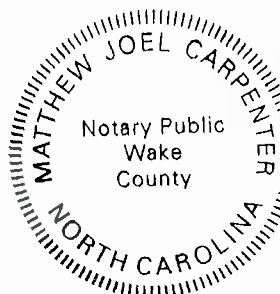
(seal)

Joshua Dix


STATE OF NORTH CAROLINA

COUNTY OF Wake

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



[NOTARY SEAL]


Notary Public Matthew J. Carpenter
State of North Carolina
My Commission Expires: 2/7/2024

AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

Larry L. Carlson and Kathi E. Carlson

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 1220 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

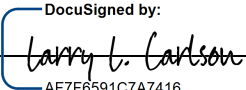
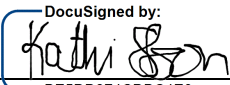
Agent Name: Josh Dix

Address: 555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: JDix@trammellcrow.com

Signature(s) of Owner(s)*

<small>DocuSigned by:</small>	
	
Larry L. Carlson	March 1, 2022
_____	Date
Type or print name	
<small>DocuSigned by:</small>	
	
Kathi E. Carlson	March 1, 2022
_____	Date
Type or print name	

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:

Douglas Cox and Carrie Cox is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1205 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

Agent Name: Josh Dix

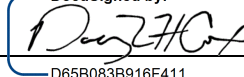
Address: 555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:



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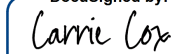
Douglas Cox

Type or print name

March 1, 2022

Date

DocuSigned by:



15AFD993F11F4FA...

Carrie Cox

Type or print name

March 1, 2022

Date

Attach additional sheets if there are additional owners.

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

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AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

Tigh M. Cundieff and Diane Cundieff

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 1225 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

Agent Name: Josh Dix

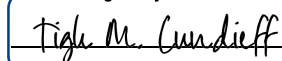
Address: 555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:



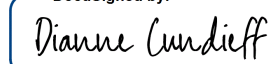
Tigh M. Cundieff

Type or print name

February 28, 2022

Date

DocuSigned by:



Diane Cundieff

Type or print name

February 28, 2022

Date

Attach additional sheets if there are additional owners.

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

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AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

Su Yueh Kao and Chi-Chang Ho

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 1200 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

Agent Name:

Josh Dix

Address:

555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number:

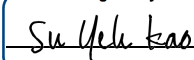
(919) 835-4032

E-Mail Address:

JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:



Su Yueh Kao

Type or print name

February 28, 2022

Date

DocuSigned by:



Chi-Chang Ho

Type or print name

February 28, 2022

Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

Michael P. Mohan and Catherine A. Mohan

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 1204 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

Agent Name:

Josh Dix

Address:

555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number:

(919) 835-4032

E-Mail Address:

JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:

Michael Mohan

9AE7E08C69234D1...

February 28, 2022

Type or print name

Date

DocuSigned by:

Catherine A. Mohan

B1A01942099D408...

Catherine A. Mohan

February 28, 2022

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

David D. Sherry and Ethel V. Sherry

is the owner* of the property for which the attached

application is being submitted:

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

The property address is: 1512 Clark Farm Road, Apex, NC 27502-8500

The agent for this project is: Josh Dix

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

Agent Name: Josh Dix

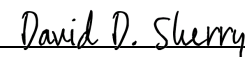
Address: 555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:

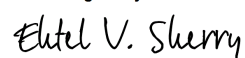
B3F25F01A74C4F4...
David D. Sherry

Type or print name

February 28, 2022

Date

DocuSigned by:



B3F25F01A74C4F4...

Ethel V. Sherry

Type or print name

February 28, 2022

Date

Attach additional sheets if there are additional owners.

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

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AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

Katherine L. Stringari _____ is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1209 Chapel Ridge Road, Apex, NC 27502-8502

The agent for this project is: Josh Dix

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

Agent Name: Josh Dix

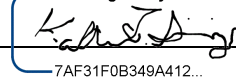
Address: 555 Fayetteville Street, Suite 300, Raleigh, NC 27601

Telephone Number: (919) 835-4032

E-Mail Address: JDix@trammellcrow.com

Signature(s) of Owner(s)*

DocuSigned by:



Katherine L. Stringari

7AF31F0B349A412...

March 10, 2022

Type or print name

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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Exhibit A
to Affidavit of Ownership
Legal Description

Being all of lots 1, 2, 5, and 6 with no right-of-way taking as shown on book of maps 1987, page 556 in the Wake County Register of Deeds; all of lot 8 with no right-of-way taking as shown on book of maps 1987, page 1272 in the Wake County Register of Deeds; all of lot 10 with no right-of-way taking as shown on book of maps 1986, page 1627 in the Wake County Register of Deeds; and a portion of lot 3 as shown on book of maps 1987, page 556 with a right-of-way taking described in deed book 15527, page 772 in the Wake County Register of Deeds. Being more particularly described as follows.

Beginning at a point on the southern right-of-way line of Ackerman Hill Drive as shown on book of maps 2017, page 467, being the common corner of lands now or formally owned by MREC DT Beaver Creek LLC to the east as shown on book of maps 2006, page 1567; thence with the western line of MREC DT Beaver Creek LLC South 02°41'18" East a distance of 67.48 feet to an iron pipe, thence South 89°20'41" East a distance of 74.94 feet to an iron pipe, thence South 09°36'18" East a distance of 299.04 feet to an iron pipe, being the common corner of lands now or formally owned by MREC DT Beaver Creek LLC to the northeast and Daniel E. Corey, Et.Al. to the south as shown on book of maps 1987, page 1272; thence with the northern line of Daniel E. Corey, Et.Al. North 89°32'41" West a distance of 270.13 feet to an iron pipe, being the common corner on the eastern right-of-way line of Chapel Ridge Road as shown on book of maps 1987, page 1272; thence along the eastern right-of-way line of Chapel Ridge Road with a curve to the right a radius of 405.00 feet, an arc length of 50.19 feet, a chord bearing of South 03°10'24" East, a chord length of 50.16 feet to a point, thence North 89°32'50" West a distance of 50.00 feet to a point on the western right-of-way line of Chapel Ridge Road, being the common corner of land now or formally owned by James Patrick Serino and Melinda Busi to the south as shown on book of maps 1986, page 1627; thence leaving the right-of-way along the northern line of James Patrick Serino and Melinda Busi North 89°32'50" West a distance of 345.06 feet to an iron pipe, thence along the western line of the aforesaid land owners South 18°59'36" West a distance of 180.00 feet to a point, being the common corner of lands now or formally owned by James Patrick Serino and Melinda Busi to the northeast and Rita L. and Raymond V. Boykin Jr to the southeast as shown on book of maps 1986, page 1627; thence along the western line of Rita L. and Raymond V. Boykin Jr. South 18°59'39" West a distance of 269.66 feet to a point, being the common corner on the northern right-of-way line of Clark Farm Road as shown on book of maps 1986, page 1627; thence along the northern right-of-way line of Clark Farm Road with a curve to the left a radius of 2407.57 feet, an arc length of 172.19 feet, a chord bearing of North 71°16'12" West, a chord length of 172.15 feet to a point, thence with a curve to the right a radius of 25.00 feet, an arc length of 15.09 feet, a chord bearing of North 56°01'37" West, a chord length of 14.86 feet to a point, being the common corner of land now or formally owned by Christine and Frank A. Bria III to the west as shown on book of maps 1986, page 1627; thence leaving the northern right-of-way line with the eastern line of Christine and Frank A. Bria III North 01°00'50" West a distance of 364.22 feet to a point, thence along the northern line of the aforesaid land owners North 89°32'50" West a distance of 78.77 feet to a point, thence North 89°32'50" West a distance of 435.45 feet to a point, being the common corner of land now or formally owned by Christine and Frank A. Bria III to the south on the eastern right-of-way line of NC 540 HWY; thence along the eastern right-of-way line North 12°30'06" West a distance of 163.69 feet to a concrete monument; thence North 27°30'03" West a distance of 31.60 feet to a point, being the common corner of land now or formally owned by Shee Gopalprabhu LLC to the north, as described in deed book 18530, page 244, on the eastern right-of-way line of NC 540 HWY; thence leaving the right-of-way along the eastern line of Shee Gopalprabhu LLC

North 36°50'22" East a distance of 21.14 feet to a point, thence North 38°51'36" East a distance of 40.28 feet to a point, thence North 38°00'37" East a distance of 83.84 feet to a point, thence North 38°19'59" East a distance of 53.41 feet to a point, thence North 34°12'14" East a distance of 64.39 feet to a rebar, being the common corner of lands now or formally owned by Shee Gopalprabhu LLC to the west and Jordan Lutheran Church LLC to the northeast as shown on book of maps 1987, page 556; thence with the southern line of Jordan Lutheran Church LLC South 89°18'34" East a distance of 516.36 feet to an iron pipe, thence North 84°43'51" East a distance of 165.05 feet to an iron pipe, being the common corner on the southern right-of-way line of Chapel Ridge Road; thence along the right-of-way line with a curve to the right a radius of 50.00 feet, an arc length of 62.76 feet, a chord bearing of North 30°41'41" East, a chord length of 58.72 feet to a point, being the common corner of lands now or formally owned by Jordan Lutheran Church LLC to the west on the aforesaid right-of-way line; thence leaving the right-of-way along the eastern line of Jordan Lutheran Church LLC North 23°21'49" West a distance of 162.27 feet to an iron pipe, thence North 03°08'58" West a distance of 329.33 feet to an iron pipe, being the common corner of lands now or formally owned by Jordan Lutheran Church LLC to the southwest and CTO21 Apex LLC to the north as shown on book of maps 2021, page 1878; thence along the southern line of CTO21 Apex LLC North 88°45'08" East a distance of 388.91 feet to an iron pipe, thence North 88°45'08" East a distance of 47.28 feet to an iron pipe, thence North 88°42'10" East a distance of 177.95 feet to an iron pipe, being the common corner of lands now or formally owned by CTO21 Apex LLC to the northwest and MREC DT Beaver Creek LLC to the east; thence along the western line of MREC DT Beaver Creek LLC South 02°41'18" East a distance of 157.29 feet to a point, being the common corner of lands now or formally owned by MREC DT Beaver Creek LLC to the east and Michael J. Bishop to the south as shown on book of maps 1987, page 556; thence along the northern line of Michael J. Bishop South 51°53'36" West a distance of 297.36 feet to an iron pipe, thence along the western line of the aforesaid land owner South 25°27'10" West a distance of 274.97 feet to a point, being the common corner on the northern right-of-way line of Chapel Ridge Road; thence along the right-of-way line with a curve to the right a radius of 405.00 feet, an arc length of 118.06 feet, a chord bearing of South 56°11'36" East, a chord length of 117.64 feet to a point, thence with a curve to the right a radius of 405.00 feet, an arc length of 45.37 feet, a chord bearing of South 44°36'20" East, a chord length of 45.34 feet to a rebar, being the common corner on the southern right-of-way line of Ackerman Hill Drive and the northern right-of-way line of Chapel Ridge Road; thence leaving the Chapel Ridge Road right-of-way along the Ackerman Hill Drive right-of-way North 45°10'55" East a distance of 115.22 feet to a point, thence with a curve to the right a radius of 199.04 feet, an arc length of 145.84 feet, a chord bearing of North 66°19'50" East, a chord length of 142.60 feet to a point, thence North 87°15'57" East a distance of 28.56 feet to the point and place of beginning, containing an area of 898,352 square feet, 20.62 acres more or less.

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	High Street District Development, Inc.
Company Phone Number	202-295-3383
Developer Representative Name	Josh Dix
Developer Representative Phone Number	202-295-3383
Developer Representative Email	JDix@trammellcrow.com

New Residential Subdivision Information	
Date of Application for Subdivision	Unknown
City, Town or Wake County Jurisdiction	Town of Apex
Name of Subdivision	Chapel Ridge
Address of Subdivision (if unknown enter nearest cross streets)	Chapel Ridge Road
REID(s)	
PIN(s)	0732256180; 0732249869; 0732352538; 0732354594; 0732343920; 0732347912; 0732340602

Projected Dates Information	
Subdivision Completion Date	unknown
Subdivision Projected First Occupancy Date	Approx. 2026

Lot by Lot Development <i>Information</i>																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments	<u>370</u>			<u>222</u>	<u>148</u>					<u>unknown</u>		<u>2026</u>	<u>370</u>				
Other																	

NOTICE OF ELECTRONIC 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 31, 2022

Date

Dear Neighbor:

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

See attached Exhibit A

See attached Exhibit A

Address(es)

PIN(s)

in accordance with the Town of Apex Electronic 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, you may contact the applicant before or after the meeting is held. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](#) or the [Apex Development Report](#) located on the Town of Apex website at www.apexnc.org. If at all feasible given emergency declarations, limits on in-person gatherings, and social distancing, an additional in-person Neighborhood Meeting may be scheduled and held prior to a public hearing or staff decision on the application.

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

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

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

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

The applicant is proposing to rezone the property to Planned Unit Development - Conditional Zoning District to facilitate the development of an amenitized multi-family community. Additional information will be provided at the meeting.

Estimated submittal date: March 1, 2022

MEETING INFORMATION:

Property Owner(s) name(s):	See attached Exhibit A
Applicant(s):	Josh Dix, Trammell Crow Company c/o Matthew Carpenter
Contact information (email/phone):	matthewcarpenter@parkerpoe.com; (919) 835-4032
Electronic Meeting invitation/call in info:	See accompanying letter with Zoom instructions
Date of meeting**:	February 16, 2022
Time of meeting**:	6:00 PM - 8:00 PM

MEETING AGENDA TIMES:

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

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: Chapel Ridge Zoning: Rural Residential (RR)

Location: See attached Exhibit A

Property PIN(s): See attached Exhibit A Acreage/Square Feet: 19.81 acres

Property Owner: See attached Exhibit A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Developer: Trammell Crow Company, c/o Matthew Carpenter

Address: 301 Fayetteville Street, Suite 1400

City: Raleigh State: NC Zip: 27601

Phone: 919-835-4032 Fax: n/a Email: MatthewCarpenter@parkerpoe.com

Engineer: McAdams, attn. Kody Trowbridge

Address: One Glenwood, Suite 201

City: Raleigh State: NC Zip: 27603

Phone: 919-287-0841 Fax: n/a Email: trowbridge@mcadamsco.com

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Jessica Bolin, Senior Engineer (Stormwater, Sedimentation & Erosion Control) Stan Fortier, Senior Engineer (Stormwater, Sedimentation & Erosion Control) James Gregg, Utility Engineer (Water & Sewer)	(919) 249-3537 (919) 249-1166 (919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

January 31, 2022

Re: Notice of Virtual Neighborhood Meeting

Neighboring Property Owners:

You are invited to attend a neighborhood meeting on February 16, 2022 from 6–8pm. The purpose of the meeting is to discuss an upcoming application to rezone 7 parcels of land located at 1200 Chapel Ridge Road (PIN 0732256180), 1204 Chapel Ridge Road (PIN 0732249869), 1205 Chapel Ridge Road (PIN 0732352538), 1209 Chapel Ridge Road (PIN 0732354594), 1220 Chapel Ridge Road (PIN 0732343920), 1225 Chapel Ridge Road (PIN 0732347912), and 1512 Clark Farm Road (PIN 0732340602) (collectively, the “Property”). The Property is currently zoned Rural Residential (RR) and is proposed to be rezoned to Planned Unit Development-Conditional Zoning (PUD-CZ).

The applicant is proposing a rezoning to PUD-CZ to facilitate the development of an amenitized multi-family community. During the meeting, the applicant will describe the nature of this rezoning request and field any questions from the public. Enclosed are: (1) a vicinity map outlining the location of the subject parcel; (2) a zoning map of the subject area; (3) a preliminary concept plan; (4) a project contact information sheet; and (5) a common construction issues & who to call information sheet.

The meeting will be held virtually. You can participate online via Zoom or by telephone. To participate in the Zoom online meeting:

Visit:	https://zoom.us/join
Enter the following meeting ID:	893 2645 9717
Enter the following password:	329414

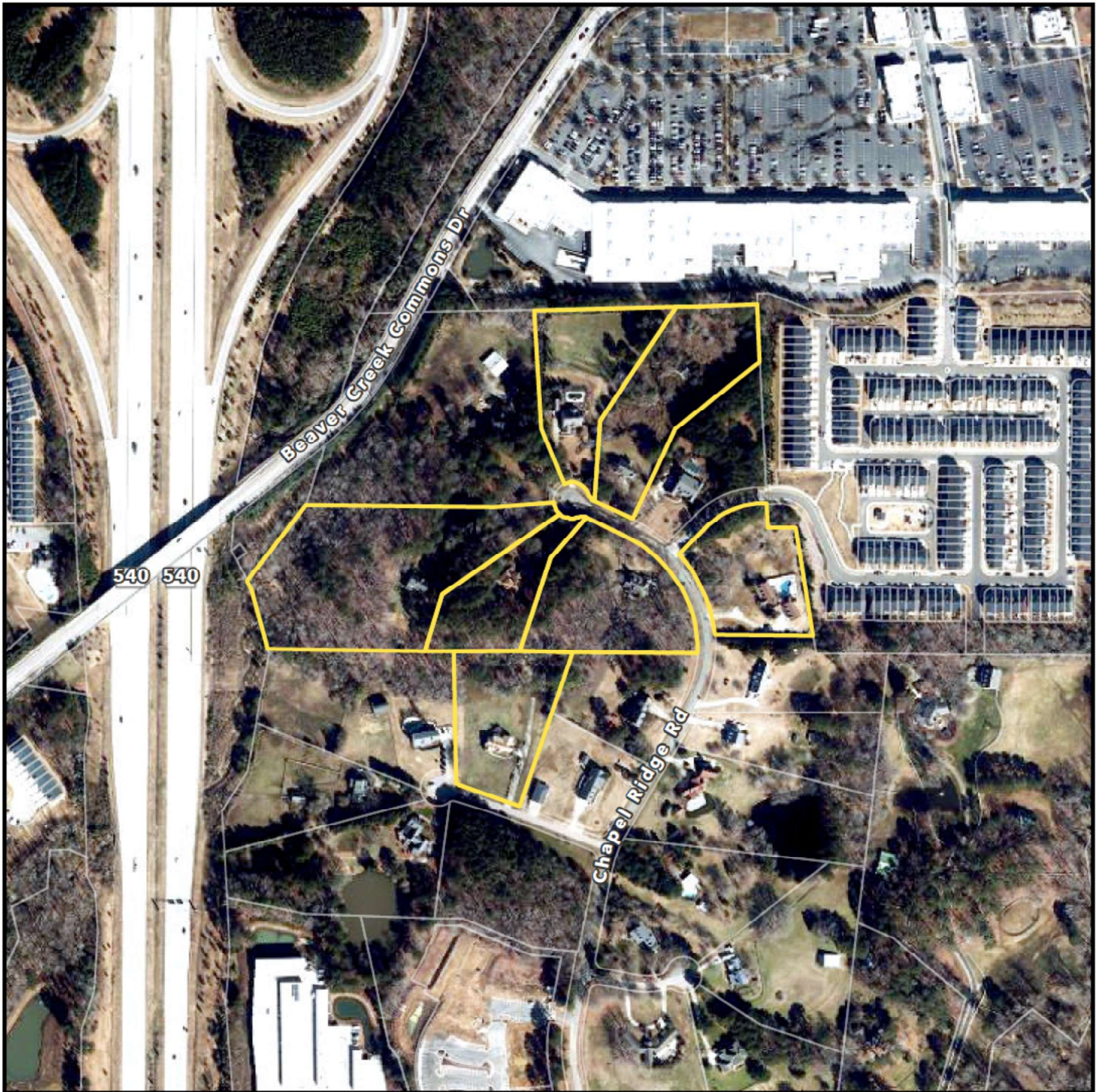
To participate by telephone:

Dial:	1 929 205 6099
Enter the following meeting ID:	893 2645 9717 #
Enter the Participant ID:	#
Enter the Meeting password:	329414 #

If you have any questions about this rezoning, please contact me at (919) 835-4032 or via email at matthewcarpenter@parkerpoe.com.

Thank you,

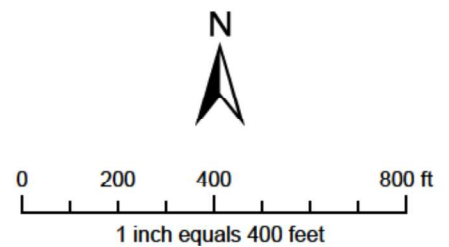
Matthew Carpenter



Rezoning of:

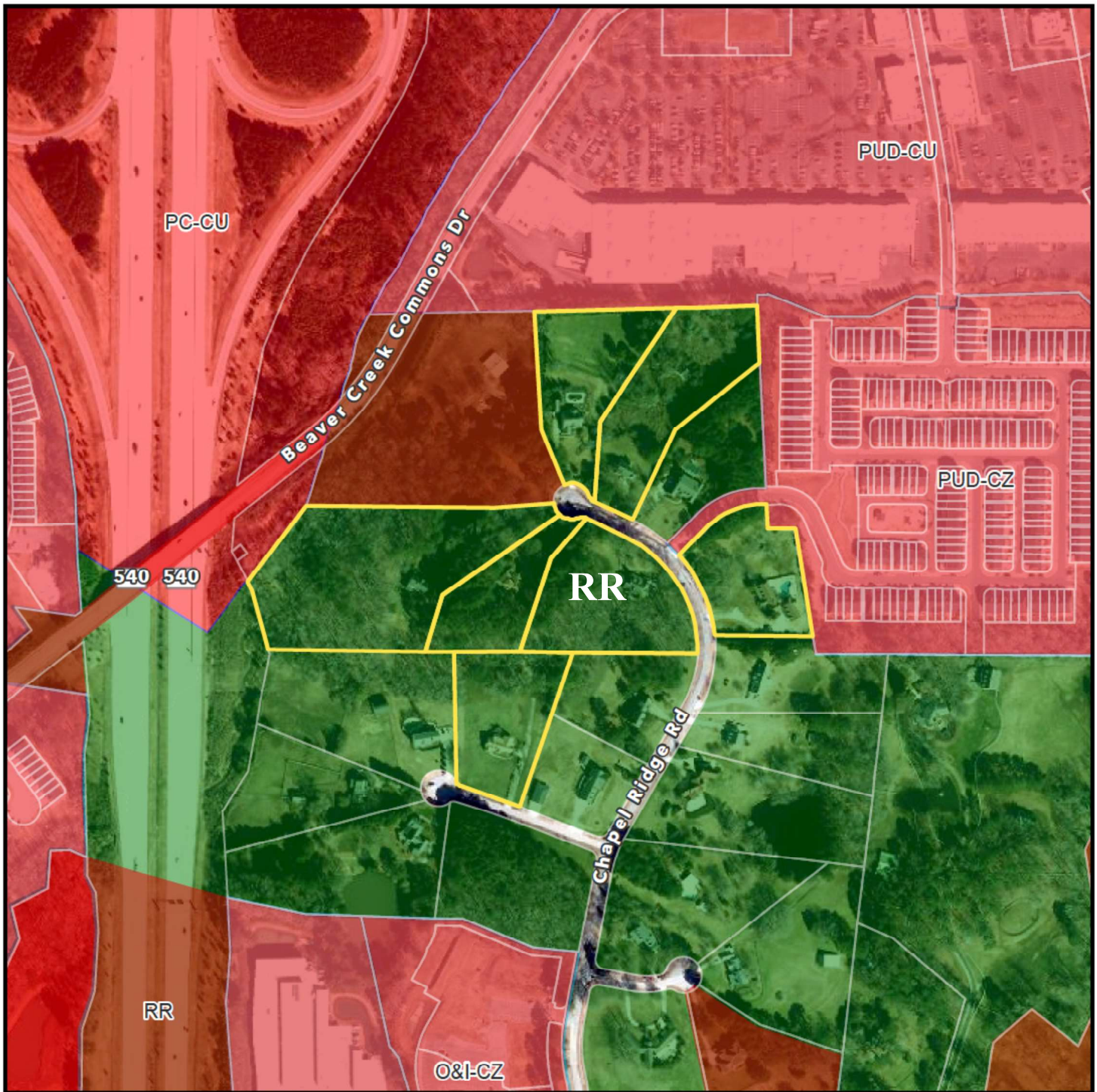
**1220, 1204, 1205, 1209, 1220 and
1225 Chapel Ridge Road, &
1512 Clark Farm Road**

Vicinity Map



Disclaimer

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

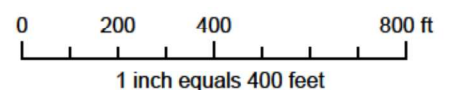


Rezoning of:

**1200, 1204, 1205, 1209, 1220 and
1225 Chapel Ridge Road; &
1512 Clark Farm Road**

Zoning Map

Current Zoning: RR



Disclaimer

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

*** Preliminary Concept Plan, subject to change**

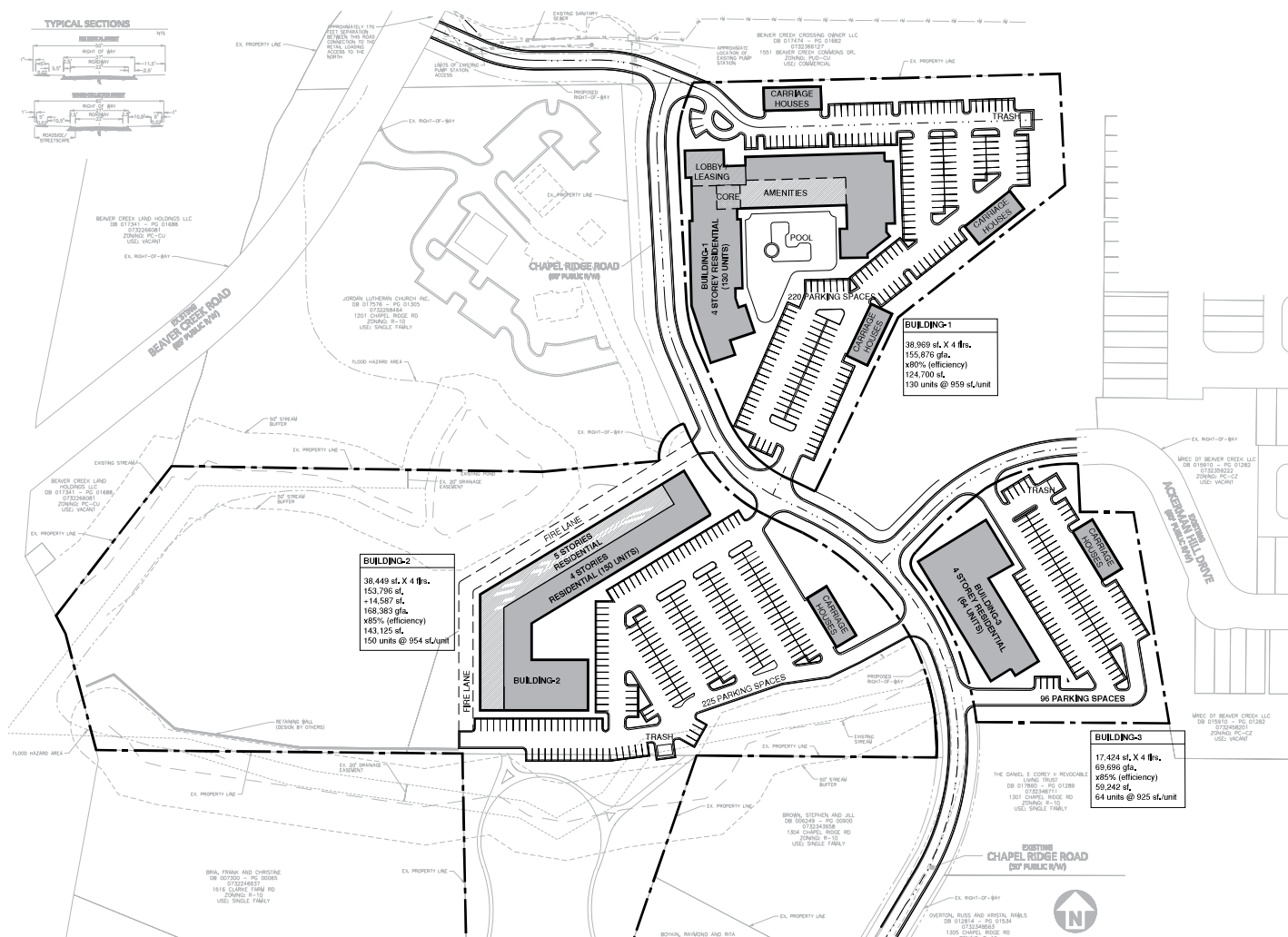


Exhibit A
Trammell Crow PUD-CZ
Owner Information Addendum

Parcel 1

Site Address: 1200 Chapel Ridge Road
PIN: 0732256180
Deed Reference (book/page): 12343/2193
Acreage: 5.27
Owner: Su Yueh Kao and Chi Chang Ho
Owner Address: 1200 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 2

Site Address: 1204 Chapel Ridge Road
PIN: 0732249869
Deed Reference (book/page): 8218/1726
Acreage: 1.71
Owner: Michael P. Mohan and Catherine A. Mohan
Owner Address: 1204 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 3

Site Address: 1205 Chapel Ridge Road
PIN: 0732352538
Deed Reference (book/page): 12171/2059
Acreage: 2.48
Owner: Douglas Cox and Carrie Cox
Owner Address: 1205 Chapel Hill Road, Apex, NC 27502-8502

Parcel 4

Site Address: 1209 Chapel Ridge Road
PIN: 0732354594
Deed Reference (book/page): 6236/386
Acreage: 3.0
Owner: Ronald L. Stringari, and Katherine L. Stringari
Owner Address: 1209 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 5

Site Address: 1220 Chapel Ridge Road
PIN: 0732343920
Deed Reference (book/page): 4168/302
Acreage: 2.88
Owner: Larry L. Carlson and Kathi E. Carlson
Owner Address: 1220 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 6

Site Address: 1225 Chapel Ridge Road

PIN: 0732347912

Deed Reference (book/page): 9720/361

Acreage: 2.13

Owner: Tigh M. Dundieff and Diane Cundieff

Owner Address: 1225 Chapel Ridge Road, Apex, NC 27502-8502

Parcel 7

Site Address: 1512 Clark Farm Road

PIN: 0732340602

Deed Reference (book/page): 5351/223

Acreage: 2.34

Owner: David D. Sherry and Ethel V. Sherry

Owner Address: 1512 Clark Farm Road, Apex, NC 27502-8500

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 1st and 3rd 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
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Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic:	James Misciagno	919-372-7470
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Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

Road Damage & Traffic Control:	Water Resources – Infrastructure Inspections	919-362-8166
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There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

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

Dirt in the Road:	James Misciagno	919-372-7470
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Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

Dirt on Properties or in Streams:	James Misciagno Danny Smith	919-372-7470 Danny.Smith@ncdenr.gov
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Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust:	James Misciagno	919-372-7470
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During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash:	James Misciagno	919-372-7470
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Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins:	James Misciagno	919-372-7470
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Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures:	Jessica Bolin	919-249-3537
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Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

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

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: Online via Zoom
Date of meeting: February 16, 2022 Time of meeting: 6:00
Property Owner(s) name(s): See exhibit A attached to neighbor notice letter
Applicant(s): Josh Dix, Trammell Crow Company

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.	<u>See attached attendance list</u>				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

**Chapel Ridge PUD
Neighborhood Meeting Sign-In Sheet
February 16, 2022**

Mike Bishop
Rita Boykin
Sara Grover
James Faulkner
Melinda Busi
Jim Serino
Nancy Corey
Prakash Patel
Mike Mohan
Michael Merker
Carrie Cox
Kathi Carlson
Jason Buehring
Scott Kipp
David Prestrud
Shree Gopalprabhu LLC
Russ Overton
Cat Mohan
Richard Biseli
Charles Pope

*Contact information was received but has been redacted for filing

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 exhibit A attached to neighbor notice letter

Applicant(s): Josh Dix, Trammell Crow Company

Contact information (email/phone): _____

Meeting Address: Online via Zoom

Date of meeting: February 16, 2022

Time of meeting: 6:00

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

Question/Concern #1: How many units are planned for the project?

Applicant's Response: We expect around 357 apartment units spread across three separate buildings along Chapel Ridge Road, although the final density and acreage will be determined when we file the rezoning application and PUD documents.

Question/Concern #2: Can you look at moving the dumpster currently shown along the southern property line? As shown, the dumpster would be close to my home and I do not want to hear and see garbage trucks pulling in and out.

Applicant's Response: Final dumpster locations will be determined at the site plan stage, but we can look at adding a condition to the PUD text that there won't be a dumpster within x feet of your property line.

Question/Concern #3: Will the extension of Chapel Ridge Road be public right-of-way or a private road? If public right-of-way, will it be maintained by NCDOT or the Town of Apex?

Applicant's Response: The portion of the Chapel Ridge extension north of the existing cul-de-sac, all the way up to the shared property line with Beaver Creek will be public right-of-way. The portion across the Beaver Creek property will be a private road but will be subject to a public access easement. We have had preliminary discussions with Town transportation staff, but do not know definitively at this point whether the public right-of-way portion of Chapel Ridge will be maintained by the Town or NCDOT.

Question/Concern #4: General concerns about traffic, including cut through traffic from residents of the proposed development.

Applicant's Response: We expect the Chapel Ridge Road extension to improve traffic connectivity in the area. We are in the process of completing a Traffic Impact Analysis that examines existing and proposed traffic and will recommend any necessary road improvements. The TIA will be filed with our 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, Matthew J. Carpenter, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at online via zoom (location/address)
on February 16, 2022 (date) from 6:00 (start time) to 8:00 (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

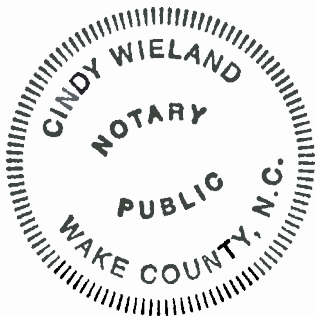
3/1/2022
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Cindy Wieland, a Notary Public for the above State and County, on this the 1st day of March, 2022.

SEAL



Cindy Wieland
Notary Public
Cindy Wieland
Print Name

My Commission Expires: 2-22-26

1

Notice List for Neighborhood Meeting

OWNER	MAILING ADDRESS	MAILING ADDRESS2	MAILING ADDRESS3
APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
ASHOK, VIMAL DEV DEV, SANGITA VIMAL	1015 WAYMAKER CT	APEX NC 27502-4325	
ASHRAFI, ZAHRA JOGHATAEI, MAJID	1013 WAYMAKER CT	APEX NC 27502-4325	
BEAVER CREEK CROSSINGS OWNER LLC	TYLER COVINGTON	1111 METROPOLITAN AVE STE 700	CHARLOTTE NC 28204-3424
BEAVER CREEK LAND HOLDINGS LLC	2574 CORLEY WOOD DR	RALEIGH NC 27606-4266	
BECK, PATRICK A LIU, JANET F	8412 SECRETO DR	RALEIGH NC 27606-0030	
BHATTA, HIMANSHU	1004 WAYMAKER CT	APEX NC 27502-4325	
BISHOP, MICHAEL J	1213 CHAPEL RIDGE RD	APEX NC 27502-8502	
BOYKIN, V RAYMOND JR BOYKIN, RITA L	1500 CLARK FARM RD	APEX NC 27502-8500	
BRIA, FRANK A III BRIA, CHRISTINE	1516 CLARK FARM RD	APEX NC 27502-8500	
BUNN, KENNETH G, BUNN, ERICA CHRISTINE	1408 BARNSIDE LN	APEX NC 27502-8501	
BUWALDA, NATHAN BUWALDA, SUZANNE	1028 WAYMAKER CT	APEX NC 27502-4325	
CARLSON, LARRY L CARLSON, KATHI E	1220 CHAPEL RIDGE RD	APEX NC 27502-8502	
CARSON, DARREN DWAYNE SR CARSON, REGINA	2045 ACKERMAN HILL DR	APEX NC 27502-5109	
CHAGANTIPATI, RAJ KIRAN VEMURI, JYOTSNA	4016 SYKES ST	CARY NC 27519-7301	
CHIU, CHERIE	2065 ACKERMAN HILL DR	APEX NC 27502-5109	
CNG PROPERTIES LLC	1010 GOODWORTH DR	APEX NC 27539-3869	
COOPER, DONNA L THE DONNA L COOPER TRUST	2047 OLD CHAPMAN DR	APEX NC 27502-4326	
COREY, DANIEL E II THE DANIEL E COREY II REVOCABLE LIVING TRUST	1301 CHAPEL RIDGE RD	APEX NC 27502-8503	
COX, DOUGLAS COX, CARRIE	1205 CHAPEL RIDGE RD	APEX NC 27502-8502	
CTO21 APEX LLC	1140 N WILLIAMSON BLVD STE 140	DAYTONA BEACH FL 32114-8112	
CUNDIEFF, TIGH M CUNDIEFF, DIANE	1225 CHAPEL RIDGE RD	APEX NC 27502-8502	
DAVE, GHANSHYAM	2055 ACKERMAN HILL DR	APEX NC 27502-5109	
EBENEZER, CHARLES EBENEZER, JULIANA	1018 WAYMAKER CT	APEX NC 27502-4325	
ENGLISH, AMANDA ENGLISH, CORY	2046 ACKERMAN HILL DR	APEX NC 27502-5109	
FANG, YUEHONG WANG, YU	105 BRIAR RIDGE CIR	WINSTON SALEM NC 27104-4482	
FAULKNER, JAMES V JR FAULKNER, BARBARA B	1513 CLARK FARM RD	APEX NC 27502-8500	
GADI, BIPIN PONNAPALLI, VANIPRIYA	2047 ACKERMAN HILL DR	APEX NC 27502-5109	
GROVER, SARA W PRESTRUD, DAVID G	1313 CHAPEL RIDGE RD	APEX NC 27502-8503	
HEMPSTEAD AT BEAVER CREEK HOMEOWNERS ASSOCIATION,	CHARLESTON MANAGEMENT CORP	PO BOX 97243	RALEIGH NC 27624-7243
HINSLEY, MICHAEL HINSLEY, EMILLEE	2048 ACKERMAN HILL DR	APEX NC 27502-5109	
HOECKBERG, ERIC HOECKBERG, ERIKA	2054 ACKERMAN HILL DR	APEX NC 27502-5109	
JARIWALA, AJAY H JARIWALA, DIVYABEN S	1032 WAYMAKER CT	APEX NC 27502-4325	
JORDAN LUTHERAN CHURCH INC	1031 PEMBERTON HILL RD STE 202	APEX NC 27502-4278	
KADZIK, MARY	1008 WAYMAKER CT	APEX NC 27502-4325	
KAO, SU YUEH HO, CHI CHANG	1200 CHAPEL RIDGE RD	APEX NC 27502-8502	
KARUMBIAIAH, KAVERIAPPA MUDDIYADA RAMESH, NIVEDITA KAMBAYANDA	2056 ACKERMAN HILL DR	APEX NC 27502-5109	
KING, JAMES KING, JOANNE	2052 ACKERMAN HILL DR	APEX NC 27502-5109	
KOLLASSERY, GANGADHARAN SHELLY SHELLY, HEERA	329 HOLSTEN BANK WAY	CARY NC 27519-7574	
KONDATI, VIJAY NUNI, MADHU	1034 WAYMAKER CT	APEX NC 27502-4325	
LAM, CHRISTOPHER HUANG, WEI	1024 WAYMAKER CT	APEX NC 27502-4325	
LI, NAN	6708 MILLORY SPRINGS LN	CARY NC 27519-8500	
LU, LIN	647 SEALINE DR	CARY NC 27519-2572	
MANI, SURESH SURESH, NIVETHA	2049 OLD CHAPMAN DR	APEX NC 27502-4326	
MARIN, MICHAEL	1021 WAYMAKER CT	APEX NC 27502-4325	
MCGRWV, BENJAMIN IV	2043 OLD CHAPMAN DR	APEX NC 27502-4326	
MOHAN, MICHAEL P MOHAN, CATHERINE A	1204 CHAPEL RIDGE RD	APEX NC 27502-8502	
MOHANASUNDARAM, RANJITH KUMAR TRUSTEE MUTHURAMAN, RAJALAKSHMI TRUSTEE	2051 OLD CHAPMAN DR	APEX NC 27502-4326	
MONAHAN, RICHARD CHARLES TRUSTEE RICHARD C MONAHAN LIVING TRUST	4225 LOFTY RIDGE PL	MORRISVILLE NC 27560-9586	
MREC DT BEAVER CREEK LLC	STE 130	13860 BALLANTYNE CORPORATE PL	CHARLOTTE NC 28277-3167
MREC DT BEAVER CREEK LLC	11610 N COMMUNITY HOUSE RD STE 100	CHARLOTTE NC 28277-1894	
NADELLA, VIDYADHAR PATIBANDLA, ANUSHA	1014 WAYMAKER CT	APEX NC 27502-4325	
OVERTON, RUSS OVERTON, KRISTAL RAWLS	1305 CHAPEL RIDGE RD	APEX NC 27502-8503	
PAIDIPALLI, NAVEEN	1010 WAYMAKER CT	APEX NC 27502-4325	
POPE, CHARLES V POPE, IRIS ISLEY	1408 OLIVE CHAPEL RD	APEX NC 27502-8511	
PUFF, SANDRA PUFF, JOHN	1020 WAYMAKER CT	APEX NC 27502-4325	
PULIJALA, TARUN KASHYAP YELLAPRAGADA, LAVANYA	1017 WAYMAKER CT	APEX NC 27502-4325	
QIN, DANFENG JIANG, CHUANYAN	2655 BRYANT POND LN	APEX NC 27502-4318	
QUE, ROGER	623 HALCYON MEADOW DR	CARY NC 27519-7701	
ROCCOFORTE, JOHN A ROCCOFORTE, MARIE F	1517 CLARK FARM RD	APEX NC 27502-8500	
SERINO, JAMES PATRICK BUSI, MELINDA	1304 CHAPEL RIDGE RD	APEX NC 27502-8503	
SHAIK, MOHAMMED GHOUSE	2124 WHITESMITH DR	APEX NC 27502-4327	
SHAKYA, SUDEEP SHAKYA, NEENA	1023 WAYMAKER CT	APEX NC 27502-4325	
SHERRY, DAVID D SHERRY, ETHEL V	1512 CLARK FARM RD	APEX NC 27502-8500	
SHREE GOPALPRABHU LLC	3716 LINVILLE GORGE WAY	CARY NC 27519-9619	
SIMPSON, SHERIKA S	1010 WOODLANDS CREEK WAY	APEX NC 27502-5250	
SMITH, GINNY K SMITH, TIMOTHY J	1000 WAYMAKER CT	APEX NC 27502-4325	
SOTO, NOEL MANUEL JR	1025 WAYMAKER CT	APEX NC 27502-4325	
STOROZHEVA, MARIA SPIRES, JACKSON P	2041 ACKERMAN HILL DR	APEX NC 27502-5109	
STRINGARI, RONALD L STRINGARI, KATHERINE L	1209 CHAPEL RIDGE RD	APEX NC 27502-8502	
VATTIGUNTA, SRINIVASA REDDY NARU, CHAITANYA BHARATHI	1027 WAYMAKER CT	APEX NC 27502-4325	
VERMA, ANAGH VERMA, SHWETA	2061 ACKERMAN HILL DR	APEX NC 27502-5109	
VILLANUEVA, BRIAN D VILLANUEVA, ERIKA L	2126 WHITESMITH DR	APEX NC 27502-4327	
WAGNER, KEITH J II	1016 WAYMAKER CT	APEX NC 27502-4325	

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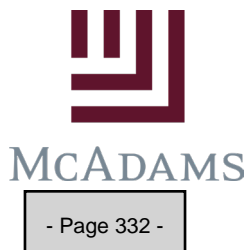
2053 ACKERMAN HILL DR
1002 WAYMAKER CT
302 MINTON VALLEY LN
351 GARTRELL WAY
1001-105 GOODWORTH DR
1561 Beaver Creek Commons DR
1571 Beaver Creek Commons DR
1575 Beaver Creek Commons DR
1583 Creekside Landing DR
1585 Beaver Creek Commons DR
1587 Beaver Creek Commons DR
1591 Beaver Creek Commons DR
1595 Beaver Creek Commons DR
1611 Beaver Creek DR
1615 Beaver Creek Commons DR
1200 Chapel Ridge
1201 Chapel Ridge
1204 Chapel Ridge
1205 Chapel Ridge
1209 Chapel Ridge
1213 Chapel Ridge
1220 Chapel Ridge
1225 Chapel Ridge
1301 Chapel Ridge
1304 Chapel Ridge
1305 Chapel Ridge
1313 Chapel Ridge
1500 Clark Farm
1505 Clark Farm
1512 Clark Farm
1513 Clark Farm
1516 Clark Farm
1517 Clark Farm
2000 Creekside Landing DR
2001 Creekside Landing DR
2004 Creekside Landing DR
2005 Creekside Landing DR
2008 Creekside Landing DR
2009 Creekside Landing DR
2012 Creekside Landing DR
2013 Creekside Landing DR
2016 Creekside Landing DR
2017 Creekside Landing DR
2021 Creekside Landing DR
2025 Creekside Landing DR
2026 Creekside Landing DR
2033 Creekside Landing DR
2034 Creekside Landing DR
2037 Creekside Landing DR
2038 Creekside Landing DR
2042 Creekside Landing DR
2045 Creekside Landing DR
2046 Creekside Landing DR
2050 Creekside Landing DR
2053 Old Chapman DR
1006 Waymaker CT
1026 Waymaker CT
1030 Waymaker CT
2122 Whitesmith DR
2128 Whitesmith DR

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CHAPEL RIDGE NORTH PLANNED UNIT DEVELOPMENT

1225 CHAPEL RIDGE RD
APEX, NORTH CAROLINA | PD PLAN

REZONING CASE #22CZ07



CHAPEL RIDGE NORTH

Planned Unit Development
Prepared for Town of Apex, North Carolina

Submittal Dates

First Submittal:	March 1, 2022
Second Submittal:	April 8, 2022
Third Submittal:	May 13, 2022
Fourth Submittal:	June 10, 2022

Developer

High Street Residential
555 Fayetteville Street, Suite 300
Raleigh, NC 27601

Planner, Engineer, Landscape Architect, Surveyor

McAdams
2905 Meridian Parkway
Durham NC 27113

Attorney

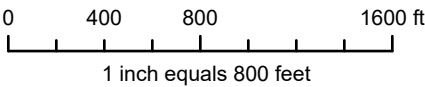
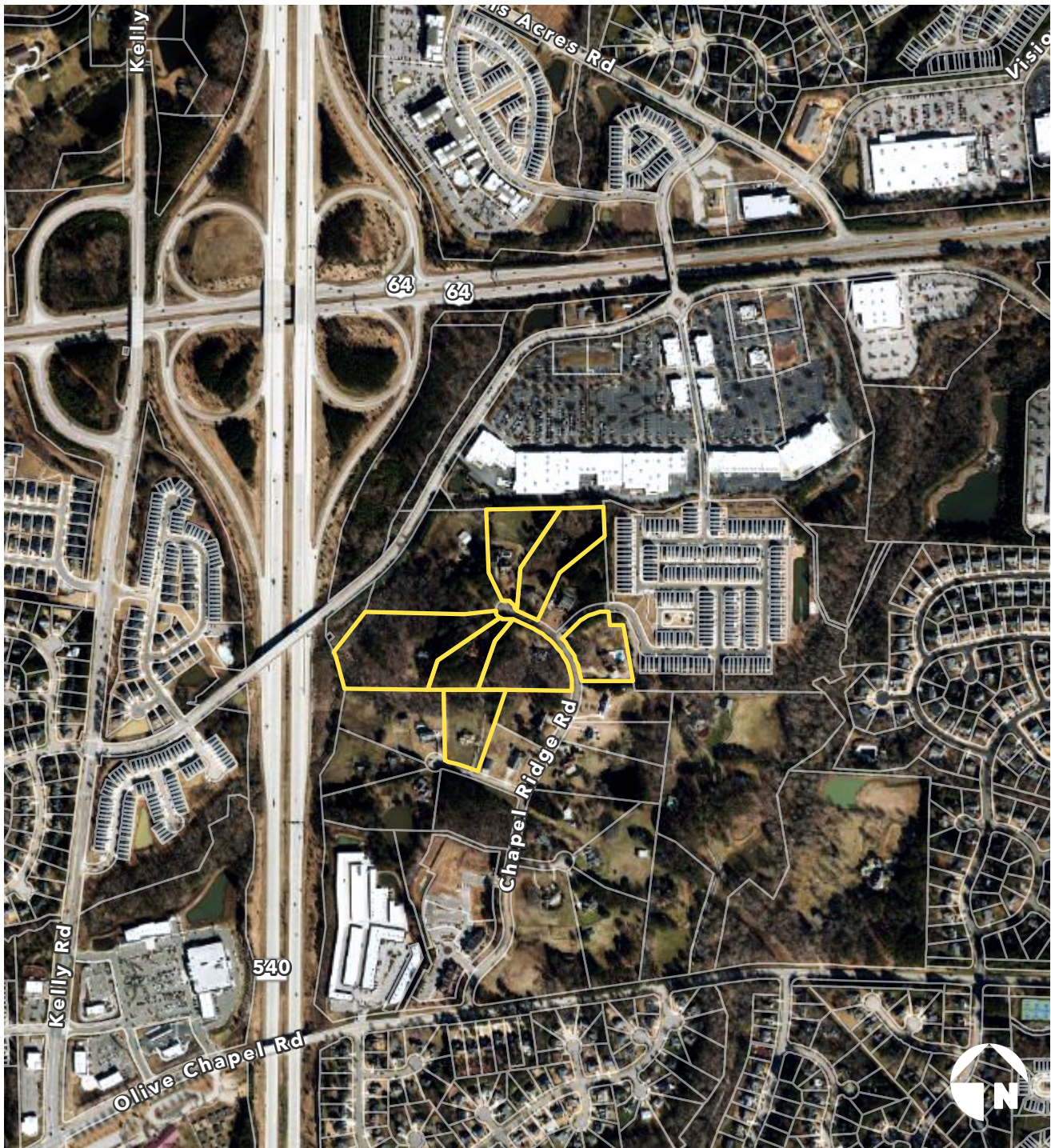
Parker Poe
301 Fayetteville St, Suite 1400
Raleigh, NC 27601



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14. PUBLIC FACILITIES
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VICINITY MAP



PROJECT DATA

Name of Project:	Chapel Ridge North
Applicant/Developer:	High Street Residential 555 Fayetteville Street, Suite 300 Raleigh, NC 27601 202-337-1025
Prepared By:	McAdams 2905 Meridian Parkway Durham, NC 27713 919-361-5000
Current Zoning Designation:	RR
Proposed Zoning Designation:	PUD-CZ
Current 2045 Land Use Map Designation:	Medium Density Residential
Proposed 2045 Land Use Map Designation:	High Density Residential
Size of Project:	Approximately 20.62 acres
Property Identification Numbers:	0732352538, 0732343920, 0732249869, 0732354594, 0732347912, 0732256180, 0732340602 (the "Property")

PURPOSE STATEMENT

This document and the accompanying concept plan (the “Concept Plan”) (collectively, the “PUD”) are provided pursuant to the Town of Apex Unified Development Ordinance (“UDO”) Planned Unit Development Provisions. Chapel Ridge North will be a fully amenitized apartment community with interior corridors, an elevator, fitness centers, walking paths, and natural areas; it will be conveniently located near future transit and existing employment centers, restaurants, and retail. The Concept Plan offers an efficient site layout, with significant open space preserved in a unified area and appropriate buffers between adjacent uses. Required Resource Conservation Areas are set aside throughout the 20.62-acre property. This PUD is consistent with the Town’s goal to provide site-specific, high-quality neighborhoods that exhibit natural feature preservation and compatibility with surrounding land uses. This development will comply with the PUD Development Parameters outlined in UDO §2.3.4.F.1.a.i-vii. This PUD meets or exceeds the Development Parameters as follows:

- *The uses to be developed in the PD Plan for the PUD-CZ are those uses permitted in Section 4.2.2, Use Table.*
 - » The uses permitted within the Chapel Ridge North PUD are permitted per §4.2.2 of the Town of Apex UDO.
- *The uses proposed in the PD Plan for the PUD-CZ can be entirely residential, entirely non-residential, or a mix of residential and non-residential uses, provided a minimum percentage of the 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 on 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.*
 - » Chapel Ridge North is an entirely residential development including a maximum of 370 units.
- *The dimensional standards in §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.*
 - » Any deviations from underlying UDO standards are contained in this PUD. Otherwise, Chapel Ridge North will comply with the base standards of the UDO, North Carolina Building Code, and North Carolina Fire Code.
- *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 Details, and greenway improvements as required by the Town of Apex Parks, Recreation, 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.*
 - » Except the small northern portion of Chapel Ridge Road as shown on the Concept Plan, five-foot wide public sidewalks will be constructed along both sides of all streets per UDO standards. See Walkability section for specific details of sidewalk and sidepath locations. To

encourage a healthy lifestyle and establish a walkable community, pedestrian greenways will also be incorporated throughout the development connecting residential areas to open space amenities and RCA areas. In addition, the Property is located within a mile of connections to the Beaver Creek Greenway which may be accessed from the Pearson Farms neighborhood south of Chapel Ridge North.

- *The design of development in the PD Plan for the PUD-CZ results in land use patterns that promote and expand opportunities for walkability, connectivity, public transportation, and an efficient network of streets. Cul-de-sacs shall be avoided unless the design of the subdivision and the existing proposed or proposed street system in the surrounding area indicated that a through street is not essential in the location of the proposed cul-de-sacs, or where sensitive environmental features such as streams, floodplains, or wetlands would be substantially disturbed by making road connections.*
 - » Chapel Ridge North will create a walkable residential community connected by sidewalks, tree-lined streets, and greenways. Cul-de-sacs will be avoided to enhance the connectivity of the development. The northern extension of Chapel Ridge Road will allow residents to walk to the future transit stop on Beaver Creek Commons Drive identified in the Town of Apex Comprehensive Transportation Plan (the "Transportation Plan"). Additionally, residents will be able to walk and/or bike to existing shops, restaurants, and retail at the Beaver Creek Crossings shopping center.
- *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.*
 - » The proposed development is compatible with the character of surrounding land uses and will enhance property values in the area. To the north of the Property is Beaver Creek Crossings, an existing shopping center with a mix of commercial uses. Adjacent to the east are the Hempstead Townhomes, a dense townhome community. The proposed apartment community will effectuate a transition down in intensity from the more intense commercial uses to the north to lower density single-family detached homes to the south. Appropriate buffering will be provided between Chapel Ridge North and existing single-family homes to the south.
- *The development proposed in the PD Plan for the PUD-CZ has architectural and design standards that are exceptional and provide a 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.*
 - » Multi-family buildings will be of high-quality construction. Architectural controls and sample elevations illustrating the high-quality appearance of buildings are included in this PUD.

All site-specific standards and conditions of this PUD shall be consistent with all Conditional Zoning (CZ) District standards set forth in the UDO Section 2.3.3, Conditional Zoning Districts.

PERMITTED USES

The Property 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 of this PUD.

Permitted uses include:

Residential
Multi-family or apartment
Condominiums
Utilities
Utility, minor
Recreational Uses
Greenway
Park, Active
Park, Passive
Recreation Facility, private

AFFORDABLE HOUSING

A minimum of three and a half percent (3.5%) of the total residential units (as shown on the first site plan submittal) shall be designated as restricted low-income affordable housing rental units (the "Affordable Units") for a minimum affordability period of ten (10) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordable Restriction Period"). The Affordable Units shall be one-bedroom units and rented to and occupied by low-income households during the Affordable Restriction Period at maximum rent limits per bedroom size, no greater than sixty percent (60%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income ("AMI") as most recently published by the U.S. Department of Housing and Urban Development (HUD) and stipulated by the most recently published North Carolina Housing Finance Agency (NCHFA) Low-Income Housing Tax Credit (LIHTC) Multifamily Tax Subsidy Program (MTSP) income and rent limits for the Wake County Metropolitan Area. If the Affordable Units calculation results in a fraction between 0.00 and 0.49, the number of Affordable Units shall be rounded down to the nearest whole number. If the Affordable Units calculation results in a fraction between 0.50 and 0.99, the number of Affordable Units shall be rounded up to the nearest whole number. Prior to issuance of the first residential Certificate of Occupancy, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions. During the Affordable Restriction Period, the property owner shall be responsible for performing all property management and administration duties to ensure compliance with this affordable housing condition and shall submit annual compliance reports to the Town verifying compliance with this affordable housing condition. Following expiration of the Affordable Restriction Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Affordable Units may freely be marketed and leased at market-rate rents.

DESIGN CONTROLS

Total Project Area: 20.62 acres

- Maximum number of units (multi-family apartments): 370

Residential Design Controls

- Maximum Building Height: 55 feet (5 stories)
 - » Building facades facing PINs 073243658, 0732340602, and 0732348711 shall be limited to a minimum of four stories.
- Minimum Building Setbacks
 - » Front: 10 feet
 - » Rear: 20 feet
 - » Side: 20 feet
 - » Alley: 5 feet
 - » Corner: 20 feet
 - » From buffer or RCA: 10 feet

ARCHITECTURAL STANDARDS

The proposed development offers the following architectural controls to ensure consistency of character throughout the development. Conceptual elevation examples are included in Section 19 of this PUD. Elevations included are limited examples of multiple style options being considered. Changes to the exterior materials, roof, windows, doors, process, trim, etc. are allowable with administrative approval at the staff level. Further details shall be provided at the time of Major Site Plan submittal. In an effort to reflect the unique nature of the existing neighborhood, the architectural style of the buildings shall be classic southern traditional architecture.

Additional features used as focal points or key terminus points shall be located within or around the development (i.e. a patio seating area, water feature, pedestrian plaza with benches, planters, public art, decorative bicycle parking, or focal feature) in order to meet the Community Amenities requirement of the UDO. Other features not mentioned may be considered with administrative staff approval.

Design Guidelines:

1. The project shall use full cutoff LED fixtures that have a maximum color temperature of 3500K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
2. The project shall be designed to meet the requirements for one of the following green building certifications: LEED, Energy Star, BREEAM, Green Globes, NGBS Green, or GreenGuard. Prior to the issuance of building permits, the developer shall hire a third-party consultant to evaluate the project and ensure the design conforms with green building certification requirements. Prior to the issuance of a certificate of occupancy for a building, the developer shall demonstrate to the Town that that building has been certified as a green building by providing a copy of the green building certification.
3. The project shall install at least three (3) pet waste stations across the development locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.

Multi-family/Apartments:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Rear and side elevations of units that have right-of-way frontage shall have trim around the windows.
3. A minimum of four of the following decorative features shall be used on each building:
 - » Decorative shake
 - » Board and batten
 - » Decorative porch railing/posts
 - » Shutters
 - » Decorative/functional air vents on roof or foundation
 - » Recessed windows
 - » Decorative windows
 - » Decorative brick/stone
 - » Decorative gables
 - » Decorative cornices
 - » Tin/metal roof
4. Garage doors must have windows, decorative details, or carriage-style adornments on them.
5. Siding materials shall be varied in type and/or color on 30% of each façade on each building.
6. Windows must vary in size and/or type.
7. Windows that are not recessed must be trimmed.
8. Solar conduit shall be provided on all buildings to accommodate the future installation of solar panels.

Proposed Residential Materials and Styles

Proposed materials and styles will be of a similar palette to provide consistency of character along with visual interest. Exterior materials that may be incorporated into any of the building products include:

- Cementitious lap, board and batten, and/or shake and shingle siding
- Stone or synthetic stone
- Brick

Additional building materials may be included with administrative staff approval. Substitute materials shall be allowed by staff as long as they are determined by the Director of Planning and Development to be substantially similar.

PARKING AND LOADING

Development shall provide the following minimum parking spaces per dwelling unit based on the number of bedrooms:

Bedrooms per unit	Minimum ratio
1 or 2	1.3 spaces per dwelling unit
3	1.8 spaces per dwelling unit

A minimum of 5% of the total parking spaces required by the UDO for the project shall be Electric Vehicle Charging spaces consistent with the standards of UDO Section 8.3.11. At least 6 bicycle parking spaces shall also be provided.

SIGNAGE

All signage for this PUD shall comply with Section 8.7, *Signs*, of the Town of Apex UDO.

LANDSCAPING

Minimum perimeter and streetscape landscape buffers are as follows (see PUD Plan Sheet C2.00 for details):

- 15-ft Type A adjacent to townhomes
- 25-ft Type A adjacent to single family lots
- 20-ft Type A adjacent to church*
- 20-ft Type A adjacent to retail
- 10-ft Type A adjacent to Chapel Ridge Road**

*A fire access lane shall be permitted to encroach into the first 150 feet of the buffer as measured from Chapel Ridge Road west along the shared property line with the church.

**Only required along the public right-of-way fronting the Property. A buffer is not required along the public access easement.

The project shall select and install tree, shrub and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.

The project will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of the species provided shall be native or a nativar of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type installed on a single development site.

No dumpster shall be located within 50 feet of the northern property line of Lot 12, Chapel Ridge Subdivision, as shown in Book of Maps 1986, Page 1627, Wake County Registry.

NATURAL RESOURCES AND ENVIRONMENTAL DATA

River Basins and Watershed Protection Overlay Districts

This project is located within the Cape Fear River Basin. This project site is located within the Primary Watershed Protection Overlay District as shown on the Town of Apex Watershed Protection Map. Accordingly, this PUD will comply with all built upon area, vegetated conveyances, structural SCMs and riparian stream buffer requirements of Section 6.1.7.

Resource Conservation Areas (RCA) - Required and Provided

This PUD will be subject to, and meet the requirements of, Section 8.1.2 of the UDO, *Resource Conservation Area* and Section 2.3.4, *Planned Development Districts*.

The PUD will provide a minimum of 20% of the gross project area as a Resource Conservation Area (RCA). Designated RCA areas will be consistent with the items listed in Section 8.1.2(B) of the Town's UDO. Preserved streams, wetlands, and associated riparian buffers provide the primary RCAs throughout the site. Additional RCA areas may include perimeter and streetfront buffers, stormwater management areas (as permitted by the UDO), and greenways.

The project shall install a minimum of one sign for each Resource Conservation area. The signage shall indicate that the area is RCA and is to be preserved in perpetuity and not disturbed.

Six-foot wide private walking trails may be located throughout the development, including RCA areas. Locations of trails are to be determined at site plan.

Floodplain

The project site does not sit within a designated current or future 100-year floodplain as shown on the Town of Apex FEMA map and FIRM Panel 3720073200J, dated May 2, 2006.

Tree Canopy

Tree canopy areas in Chapel Ridge North are primarily concentrated around the wetland areas, stream features, and perimeter buffers.

Existing trees greater than 18" in diameter that are removed by site development shall be replaced by planting a 1.5" caliper native tree from the Town of Apex Design and Development Manual either on-site or at an alternative location approved by Town Planning Staff, above and beyond standard UDO requirements.

Historic Structures

As confirmed by the North Carolina State Historic Preservation Office there are no historic structures present within the project boundary.

Environmental Commitments Summary

The applicant team met with the Apex Environmental Advisory Board on February 17, 2022. Below is a summary of the environmental commitments for the Chapel Ridge North development:

- Increased stormwater quantity and quality control measures (see Stormwater Management section for details)
- The project shall install at least three (3) pet waste stations across the development in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
- The project shall use full cutoff LED fixtures that have a maximum color temperature of 3500K for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
- A minimum of 5% of the total parking spaces that the UDO would require for the project shall be Electric Vehicle Charging spaces. Final unit mix and amount of required parking shall be determined at site plan. EV charging stations shall be located such that the charging cables do not cause a tripping hazard for pedestrians using adjacent public sidewalks.
- The project shall select and install tree, shrub and perennial species with special attention to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall.
- The project will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of the species provided shall be native or a nativar of North Carolina. No invasive species shall be permitted. No single species of tree or shrub shall constitute more than 20% of the plant material of its type installed on a single development site.
- 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.

- The project shall be designed to meet the requirements for one of the following green building certifications: LEED, Energy Star, BREEAM, Green Globes, NGBS Green, or GreenGuard. 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.
- Solar conduit shall be provided on all buildings to accommodate the future installation of solar panels.

STORMWATER MANAGEMENT

This PUD shall go above the stormwater management requirements for quality and quantity treatment outlined in Section 6.1.7 of the UDO such that:

- Post development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10-year, 25-year, and 24-hour storm events.
- Treatment for the first 1 inch of runoff will provide 85% removal of total suspended solids.

Acceptable stormwater structures shall include detention ponds, constructed wetlands, bio-retention areas, or other approved devices consistent with the NC DEQ Stormwater Design Manual and the Town of Apex UDO.

PARKS AND RECREATION

This project was reviewed by the Parks, Recreation and Cultural Resources Advisory Commission on April 27, 2022 and fee-in-lieu of dedication was recommended.

Number of Units*	Housing Type	Fee Per Unit**	Total Fees
370	Multi-Family	\$2,226.05	\$823,638.50
Total	-	-	\$823,638.50

*Final unit count will be determined at the time of Master Site Plan.

**Fees are based upon approval date and runs with project with exception of the increase in total unit count.

PUBLIC FACILITIES

The proposed PUD shall meet all Public Facilities requirements as set forth in UDO Section 2.3.4(F)(1) (f) and be designed according to sound engineering standards. Road and utility infrastructure shall be as follows:

General Roadway Infrastructure

All proposed roadway infrastructure and right-of-way dedications will be consistent with the Town of Apex UDO and Transportation Plan, unless specifically set forth in the PUD Text.

Chapel Ridge Road will be extended north (the "Road Extension") to connect to Beaver Creek Commons Drive and right-of-way shall be dedicated to match the 60-foot requirement for Minor Collector Streets. The conceptual location of the Road Extension is shown on Sheet C2.00 of the PUD Plan (the "Conceptual Location"). At the site plan stage, the portion of the Road Extension shown on Sheet C2.00 as "public right-of-way" shall be dedicated to the Town as public right-of-way. The portion of the Road extension shown on Sheet C2.00 as "public easement" (the "Easement Area") will remain a private road. At the site plan stage, the developer shall negotiate with the Town and record a Public Access Easement providing the public with vehicular and pedestrian access rights across the Easement Area. The Easement Area will be a minimum of 40 feet wide and contain a 10 foot wide side path.

Notwithstanding the foregoing, the final location of the Road Extension will be shown at site plan and may differ from the Conceptual Location, provided the Road Extension connects the existing Chapel Ridge Road cul-de-sac to Beaver Creek Commons Drive. Changes to the Conceptual Location of the Road Extension shall not require an amendment to this PUD or any other zoning approval.

Water and Sanitary Sewer

Apartments within the project will be served by Town of Apex for water and sanitary sewer. The utility design will be finalized at the time of Construction Drawing and be based on available facilities adjacent to the site at that time. The design will meet the current Town of Apex master plans for water and sewer and standard specifications.

Water and sewer lines shall be extended for the length of the Property's frontage along Chapel Ridge Road, and they shall always be extended along any and all natural drainage courses/draws that are located within the property line boundaries of the proposed development. Sewer shall be extended to all adjacent upstream property lines. The portion of the Property fronting Clark Farm Road shall be served by the extension of water and sanitary sewer lines from the north, through the internal portion of the Property. At site plan, water and sewer line easements shall be dedicated to facilitate the extension.

Walkability

The following facilities will be provided to contribute to a walkable community within and surrounding the Chapel Ridge North development:

- Five-foot wide public sidewalk along the western side of Chapel Ridge Road public right-of-way fronting the development.
- Ten-foot wide side path along the eastern and northern side of Chapel Ridge Rd adjacent to land that's a part of this rezoning application.
- Sidewalks along entry drives and parking areas will comply with the UDO.
- Five-foot wide sidewalk along the south side of Ackerman Drive fronting the project.
- A crosswalk will be provided from the future sidewalk on the south side of Ackerman Drive to the existing sidewalk on the north side of Ackerman Drive.
- Six-foot wide private walking trails throughout the development, locations to be determined at site plan.

Transit

Prior to receiving building permits for the project, the developer shall (1) dedicate to the Town an 8 x 30-foot pad for a bus stop along the west side of Chapel Ridge Road in a location mutually agreed to by the developer and the Traffic Engineering Manager, and (2) pay a fee in lieu for the design, construction, and installation of the bus stop (the "Fee in Lieu"). The Fee in Lieu shall not exceed a maximum amount of \$25,000. The actual design, construction, and installation of the bus stop shall be completed by the Town or its agents.

Other Utilities and Facilities

Electricity will be provided by Apex Electric. Phone, cable, and gas will be provided by the developer and shall meet the Town of Apex standards as outlined in the UDO.

Streetscape features may be used to help with establishing a framework for the proposed development. These features may include street trees, benches, trash receptacles, and street and/or pedestrian lights compatible with their context.

PHASING PLAN

The development will be completed in multiple phases, which will be determined during site or subdivision plan review.

CONSISTENCY WITH LAND USE PLAN

The proposed development is consistent with Advance Apex 2045: The Apex Comprehensive Plan, adopted February 2019. The 2045 Land Use Map designates the Property as Medium Density Residential. Given the high intensity commercial uses to the north, and the existing high density townhome community to the east, higher density is appropriate in this location. Accordingly, this PUD updates the FLUM designation to High Density Residential.

COMPLIANCE WITH UDO

The development standards adopted for this PUD comply with those set forth in the current version of the Town's Unified Development Ordinance (UDO).

TRANSPORTATION IMPROVEMENTS

The following transportation improvements are proposed:

- All proposed driveway access and improvements on state-maintained roadways are subject to both Apex and NCDOT review and approval. This includes proposed access to Chapel Ridge Road and any modifications to Chapel Ridge Road.
- Developer shall construct a realignment and extension of Chapel Ridge Road as a 27-foot back-to-back minor collector street on minimum 60-foot public right-of-way with a minimum 5-foot sidewalk on both sides terminating at the north property boundary and intersecting the site driveway at a stop-controlled intersection.
- Developer shall construct the site driveway based on the minor collector street standard and provide a contiguous public access easement from the extension of Chapel Ridge Road to Beaver Creek Commons Drive, approximately halfway between the Jordan Lutheran Church driveway (200 feet to the south) and the Beaver Creek Crossings service alley (200 feet to the north). The site driveway shall remain open to the public for access between the two public streets once constructed.
- Connection of the site driveway shall include realigning the existing pump station driveway as necessary to combine into a single point of access subject to review and approval by the Utilities Engineering Manager.
- The center turn lane on Beaver Creek Commons Drive shall be restriped to provide 75 feet of southbound left turn storage and 75 feet of taper at the site driveway.

REPRESENTATIVE BUILDING ELEVATIONS



SOUTHERN TRADITIONAL CLASSIC STYLE



Elevations are conceptual in nature.

SOUTHERN / MODERN FARMHOUSE TRANSITIONAL STYLE



Elevations are conceptual in nature.



MODERN FARMHOUSE STYLE



Elevations are conceptual in nature.

CONTACT

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DERICK BLANKENSHIP
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555 FAYETTEVILLE STREET SUITE 300
RALEIGH, NC 27601
CONTACT: JOSH DIX

CHAPEL RIDGE NORTH

CHAPEL RIDGE ROAD
APEX, NORTH CAROLINA

PLANNED UNIT DEVELOPMENT PLAN FOR PUD-CZ

PROJECT NUMBER: 2021110513

DATE: MARCH 01, 2022

REVISED: APRIL 08, 2022

REVISED: MAY 13, 2022

REVISED: JUNE 10, 2022



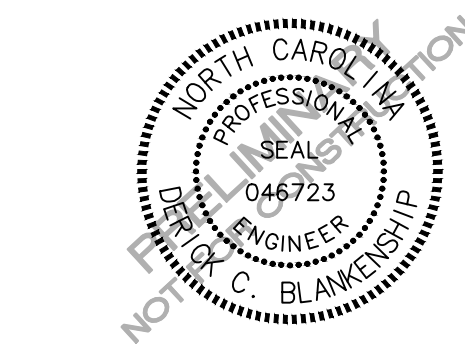
VICINITY MAP & AERIAL IMAGE
1" = 500'

SHEET INDEX

C0.00	COVER
C1.00	EXISTING CONDITIONS
C2.00	PRELIMINARY LAYOUT PLAN

SITE DATA

PARCEL IDENTIFICATION NUMBER (PIN)	0732343920, 0732340602, 0732249869, 0732256180, 0732347912, 0732354594, 0732352538	
EXISTING ZONING	RR	
PROPOSED ZONING	PUD-CZ	
CURRENT 2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL	
PROPOSED 2045 LAND USE MAP DESIGNATION	HIGH DENSITY RESIDENTIAL	
SITE AREA	APPROX. 20.62 AC - GROSS APPROX. 0.73 - INSIDE R/W APPROX. 19.89 AC - NET	
EXISTING USE	SINGLE FAMILY LOTS	
PROPOSED USE	HIGH DENSITY RESIDENTIAL - APARTMENTS	
DENSITY	MAXIMUM	370 UNITS
BUILDING HEIGHT	MAXIMUM	55' (5 STORIES) *4 STORY MAX FACING PINS 0732343658, 0732340602 AND 0732348711
SETBACKS	FRONT	10'
	SIDE	20'
	REAR	20'
	ALLEY	5'
	CORNER	20'
SETBACKS FROM REQUIRED BUFFERS	10' (BUILDING) 5' (PARKING)	
PARKING	MINIMUM	1.3 SPACES / 1 OR 2 BEDROOM UNITS
	MINIMUM	1.8 SPACES / 3 BEDROOM UNITS
BUILT-UPON AREA (IMPERVIOUS SURFACE)	MAXIMUM	13.93 AC (70%)
	PROPOSED	LESS THAN 13.93 AC (70%)
RESOURCE CONSERVATION AREA	MINIMUM	3.98 AC (20%)
	PROPOSED	MORE THAN 3.98 AC (20%)
WATERSHED PROTECTION OVERLAY	PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT	
FEMA FLOODPLAIN	NONE (FIRM PANEL 3720073200, EFFECTIVE 05/02/2006)	
HISTORIC STRUCTURES	NONE	



REVISIONS

NO.	DATE	
1	04.08.2022	PER TOWN OF APEX COMMENTS
2	05.13.2022	PER TOWN OF APEX COMMENTS
3	06.10.2022	PER TOWN OF APEX COMMENTS

PLANNED UNIT
DEVELOPMENT
PLAN FOR:

CHAPEL RIDGE APARTMENTS
APEX, NC 27502
PROJECT NUMBER: 2021110513



McAdams

The John R. McAdams Company, Inc.
One Glenwood Avenue
Suite 201
Raleigh, NC 27603
phone 919. 823. 4300
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

HIGH STREET DISTRICT DEVELOPMENT, INC.
555 FAYETTEVILLE STREET SUITE 300
RALEIGH, NC 27601
CONTACT: JOSH DIX

CHAPEL RIDGE NORTH
PLANNED UNIT DEVELOPMENT PLAN
APEX, NORTH CAROLINA

REVISIONS

NO.	DATE	PER TOWN OF APEX COMMENTS
1	04.08.2022	PER TOWN OF APEX COMMENTS
2	05.13.2022	PER TOWN OF APEX COMMENTS
3	06.10.2022	PER TOWN OF APEX COMMENTS

PLAN INFORMATION

PROJECT NO.	2021110513
FILENAME	2021110513-PUD-KC1
CHECKED BY	DCB
DRAWN BY	KST
SCALE	1"=100'
DATE	03.01.2022

SHEET

EXISTING CONDITIONS
PLAN

C1.00

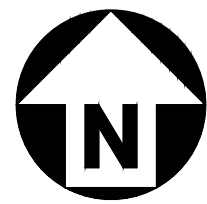


RIPIARIAN BUFFER NOTE

1. RIPIARIAN BUFFERS SHOWN ON THIS PLAN WERE DETERMINED BY NATURAL RESOURCE CONSULTANTS. COORDINATION IS ONGOING WITH THE TOWN OF APEX TO VERIFY DETERMINATIONS. TOWN PROJECT ID NUMBER AND FINAL DETERMINATIONS TO BE PROVIDED AT SITE PLAN STAGE.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	921.12'	316.06'	N 38°54'23" E	314.52'
C2	244.04'	178.84'	S 68°29'09" W	174.86'
C3	199.04'	145.84'	S 66°19'50" W	142.60'
C4	405.00'	50.19'	N 03°10'24" W	50.16'
C5	405.00'	245.94'	N 24°03'35" W	242.18'
C6	405.00'	45.37'	N 44°36'20" W	45.34'
C7	405.00'	118.06'	N 56°11'36" W	117.64'
C8	25.00'	21.02'	S 40°26'59" E	20.41'
C9	50.00'	84.64'	N 64°51'02" W	74.89'
C10	50.00'	62.76'	N 30°41'41" E	58.72'
C11	50.00'	40.00'	S 28°10'58" E	38.94'
C12	50.00'	53.79'	S 81°55'04" E	51.23'
C13	25.00'	21.02'	N 88°38'21" W	20.41'
C14	355.00'	403.13'	N 32°04'56" W	381.81'
C15	2407.57'	172.19'	N 71°16'12" W	172.15'
C16	25.00'	15.09'	N 56°01'37" W	14.86'

LINE	BEARING	DISTANCE
L1	N 27°30'03" W	31.60'
L2	N 36°50'22" E	21.14'
L3	N 38°51'36" E	40.28'
L4	N 38°00'37" E	83.84'
L5	N 38°19'59" E	53.41'
L6	N 34°12'14" E	64.39'
L7	N 14°05'07" E	49.58'
L8	N 19°51'56" E	68.19'
L9	N 19°14'28" E	53.93'
L10	S 87°15'57" W	28.56'
L11	S 87°15'57" W	28.56'



GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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CHAPEL RIDGE NORTH
PLANNED UNIT DEVELOPMENT PLAN
APEX, NORTH CAROLINA



REVISIONS

NO.	DATE	PER TOWN OF APEX COMMENTS
1	04.08.2022	PER TOWN OF APEX COMMENTS
2	05.13.2022	PER TOWN OF APEX COMMENTS
3	06.10.2022	PER TOWN OF APEX COMMENTS

PLAN INFORMATION

PROJECT NO.	2021110513
FILENAME	2021110513-PUD-OAS1
CHECKED BY	DCB
DRAWN BY	KST
SCALE	1"=100'
DATE	03.01.2022

SHEET

PRELIMINARY LAYOUT
PLAN

C2.00

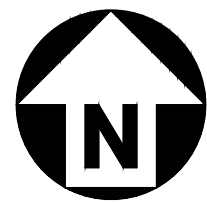
GENERAL NOTES

- REFER TO PUD DOCUMENT FOR COMPLETE LIST OF ALLOWABLE USES FOR EACH TRACT OR DEVELOPMENT AREA.
- SITE ELEMENTS REQUIRED TO SATISFY RECREATIONAL REQUIREMENTS SUCH AS, BUT NOT LIMITED TO, PLAY FIELDS AND GREENWAY TRAILS AND ITEMS TYPICALLY ASSOCIATED WITH THEM (BENCHES, TRASH CONTAINERS, SIGNS, ETC.) MUST MEET ANY APPLICABLE STANDARDS FOUND IN THE TOWN OF APEX STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS AND THE REQUIREMENTS OF THE TOWN OF APEX PARKS AND RECREATION DEPARTMENT.
- SITE ITEMS SUCH AS BUT NOT LIMITED TO, LIGHTING, LANDSCAPING (INCLUDING MULCH), SCREENING (I.E. DUMPSTERS/TRASH, MECHANICAL/HVAC, ETC.), SITE STABILIZATION (SEEDINGS), AND PAVING AND PAVEMENT MARKING MUST BE COMPLETED PRIOR TO SCHEDULING A FINAL SITE INSPECTION.
- NO SIGNS ARE APPROVED AS PART OF THE PUD-CZ PLAN APPROVAL. A SEPARATE SIGN PERMIT MUST BE OBTAINED. SIGNAGE WILL COMPLY WITH APEX'S UDO.
- EXACT ACCESS AND STUB LOCATIONS TO BE FINALIZED AT MAJOR SITE PLAN PHASE.
- EXACT LOCATION OF RESOURCE CONSERVATION AREA TO BE FINALIZED AT MAJOR SITE PLAN PHASE.
- THE PORTION OF THE INTERNAL STREET DESIGNATED AS A PUBLIC STREETS SHALL BE DEDICATED TO THE TOWN OF APEX.
- ALL PARKING STANDARDS WITHIN THE PUD WILL COMPLY WITH THE TOWN OF APEX'S UDO.
- PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.

LEGEND

- RESIDENTIAL CONCEPTUAL DEVELOPMENT BLOCK
- PASSIVE OPEN SPACE (STREAM BUFFERS/ WETLANDS/PONDS/PERIMETER BUFFERS)
- STORMWATER MANAGEMENT CONCEPTUAL DEVELOPMENT ENVELOPE
- WETLAND
- CONCEPTUAL PUBLIC VEHICULAR ACCESS
- CONCEPTUAL VEHICULAR INTERPARCEL ACCESS
- CONCEPTUAL 5' SIDEWALK
- CONCEPTUAL 10' SIDEWALK
- PUBLIC VEHICULAR CIRCULATION (EXTERIOR)
- PUBLIC VEHICULAR CIRCULATION (INTERIOR)

NOTE: LOCATIONS OF VEHICULAR AND PEDESTRIAN CIRCULATION ARE CONCEPTUAL. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF SITE PLAN OR MASTER SUBDIVISION PLAN APPROVAL.



GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Motion to set Public Hearing for the July 26, 2022 Town Council meeting regarding Rezoning Application #22CZ11 1522 Salem Church Rd. The applicant, Joshua Blackley seeks to rezone approximately 1.22 acres from Residential Agricultural (RA) to High Density Single-Family-Conditional Zoning (HDSF-CZ). The proposed rezoning is located at 1522 Salem Church Rd.

Approval Recommended?

The Planning and Community Development Department recommends approval.

Item Details

The property to be rezoned is identified as PIN 0743815090.

Attachments

- Vicinity Map
- Application



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 #: 22CZ11 Submittal Date: 5-2-22
Fee Paid: \$1,000

Project Information

Project Name: 1522 Salem Church Road
Address(es): 1522 Salem Church Road, Apex, NC 27523
PIN(s): 0743815090
Acreage: 1.22
Current Zoning: RA Proposed Zoning: HDSF-CZ (8 units/acre)
Current 2045 LUM Classification(s): Medium Density Residential (7 units/acre)
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ☐

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

Area classified as mixed use:	Acreage:	<u>N/A</u>
Area proposed as non-residential development:	Acreage:	<u>N/A</u>
Percent of mixed use area proposed as non-residential:	Percent:	<u>N/A</u>

Applicant Information

Name: Joshua Blackley
Address: 1522 Salem Church Road
City: Apex State: NC Zip: 27523
Phone: 919-337-7827 E-mail: joshua.g.blackley@gmail.com

Owner Information

Name: Philip and Michele Blackley
Address: 1522 Salem Church Road
City: Apex State: NC Zip: 27523
Phone: 919-868-3871 E-mail: philipblackley1418@gmail.com

Agent Information

Name: Joshua Blackley
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Other contacts: _____

PETITION INFORMATIONApplication #: 22CZ11 Submittal Date: _____

An application has been duly filed requesting that the property described in this application be rezoned from RA _____ to HDSF-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

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

1	<u>1. Townhouse</u>	21	_____
2	<u>2. Accessory Apartment</u>	22	_____
3	_____	23	_____
4	_____	24	_____
5	_____	25	_____
6	_____	26	_____
7	_____	27	_____
8	_____	28	_____
9	_____	29	_____
10	_____	30	_____
11	_____	31	_____
12	_____	32	_____
13	_____	33	_____
14	_____	34	_____
15	_____	35	_____
16	_____	36	_____
17	_____	37	_____
18	_____	38	_____
19	_____	39	_____
20	_____	40	_____

PETITION INFORMATION

Application #: 22CZ11 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.

- At least 1 pet waste station shall be installed
- Where possible, the main roof areas shall be oriented north and south.
- Protrusions on south facing roofs shall be minimized or grouped to the extent possible

Architectural zoning conditions:

- A mix of brick, wood, stone, fiber cement and/or wood composite materials shall be used
- Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted
- House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door
- The garage shall not protrude more than 1 foot out from the front façade and front porch.
- Garage doors shall have windows, decorative details or carriage-style adornments on them.
- The roof shall be pitched at 5:12 or greater.
- The roofline cannot be a single mass; it must be broken up horizontally and vertically between every unit.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed zoning is not consistent with the 2045 Land Use Map (LUM). The 2045 LUM plans for Medium Density Residential (7 units/acre), this application is requesting HDSF-CZ (8 units/acre). The neighboring development (Salem Pointe) is a PUD and therefore has a higher density. HDSF-CZ will allow the new homes to better match existing homes.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

Proposed zoning conditions listed above are aimed to aesthetically match existing homes in Salem Pointe on New Derby Lane. Allowing a zoning of HDSF-CZ would allow for a more compatible addition to the existing neighborhood.

PETITION INFORMATION

Application #: 22CZ11 Submittal Date: _____

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

The proposed re-zoning/development will comply as applicable to Sec 4.4 Supplemental Standards.

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

The proposed development minimizes adverse effects on adjacent lands. The proposed development would adjoin an existing development.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The proposed development will minimize environmental impact. Minimal impacts are expected, extra attention will be focused on the nearby pond during construction.

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.

No impact is expected 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.

No impact is expected to health, safety and welfare.

PETITION INFORMATION

Application #: 22CZ11 Submittal Date: _____

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

Proposed future development is not expected to be detrimental to adjacent properties.
A neighborhood meeting was completed on April 7th, 2022. Comments and concerns were normal and nothing detrimental was brought forward, these can be found later in application.

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.

Minimal to no impact is expected regarding traffic impact or noise. A trip generation letter is included in this application and the addition of 9 units or less would not require a Traffic Impact Analysis (TIA).

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

Upon re-zoning, approval of the site plan would be subject to applicable UDO requirements.

AGENT AUTHORIZATION FORMApplication #: 22CZ11

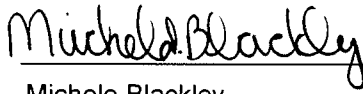
Submittal Date: _____

Philip and Michele Blackley is the owner* of the property for which the attached application is being submitted:

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

The property address is: 1522 Salem Church RoadThe agent for this project is: Joshua Blackley☐ I am the owner of the property and will be acting as my own agentAgent Name: Joshua BlackleyAddress: 1522 Salem Church RoadTelephone Number: 919-337-7827E-Mail Address: joshua.g.blackley@gmail.com

Signature(s) of Owner(s)*

Philip BlackleyPhilip Blackley
Type or print name4-20-2022
DateMichele BlackleyMichele S. Blackley
Type or print name4-20-2022
Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIPApplication #: 22CZ11

Submittal Date: _____

The undersigned, Philip Blackley (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

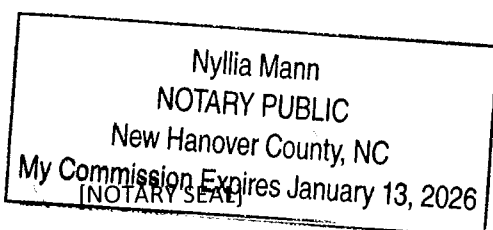
1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1522 Salem Church Road, Apex, NC 27523 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated _____, and recorded in the Wake County Register of Deeds Office on _____, in Book _____ Page _____.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on _____, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on _____, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 20 day of April, 2022.

Philip Blackley (seal)
Philip Blackley
 Type or print name

STATE OF NORTH CAROLINA
 COUNTY OF New Hanover

I, the undersigned, a Notary Public in and for the County of New Hanover, hereby certify that Phillip Blackley Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Drivers License personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Nyllia Mann
 Notary Public
 State of North Carolina
 My Commission Expires: 1/13/26

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: _____

Submittal Date: _____

Insert legal description below.

[Home](#)

Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0099973** PIN # **0743815090**Account
SearchLocation Address
1522 SALEM CHURCH RDSALEM CHURCH RD

Property Description

[Pin/Parcel History](#) [Search Results](#) [New Search](#)
[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner BLACKLEY, DONNA MICHELE SUTTON BLACKLEY, PHILIP LAMAR (Use the Deeds link to view any additional owners)		Owner's Mailing Address 256 MARILYN CIR CARY NC 27513-5212	Property Location Address 1522 SALEM CHURCH RD APEX NC 27523-7563
Administrative Data Old Map # 570-00000-0089 Map/Scale 0743 20 VCS 20AP900 City Fire District 23 Township WHITE OAK Land Class R-<10-HS ETJ AP Spec Dist(s) Zoning RA History ID 1 History ID 2 Acreage 1.22 Permit Date Permit #		Transfer Information Deed Date 7/29/2015 Book & Page 16101 1240 Revenue Stamps Pkg Sale Date 11/6/1998 Pkg Sale Price \$30,000 Land Sale Date Land Sale Price Improvement Summary Total Units 1 Recycle Units 1 Apt/SC Sqft Heated Area 1,299	Assessed Value Land Value Assessed \$146,500 Bldg. Value Assessed \$26,367 Tax Relief Land Use Value Use Value Deferment Historic Deferment Total Deferred Value Use/Hist/Tax Relief Assessed Total Value Assessed* \$172,867

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

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

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

WAKE COUNTY, NC 152
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/29/2015 14:10:28

BOOK:016101 PAGE:01240 - 01243

Excise Tax: \$ NO REVENUE

Recording Time, Book & Page

BRIEF DESCRIPTION: Salem Church Road

PARCEL IDENTIFICATION NO.: 0099973

Mail To: Grantee

Prepared By: Jonathan T. Sizemore, Attorney at Law
Adams, Howell, Sizemore & Lenfestey, PA
(NO TITLE SEARCH OR TAX ADVICE GIVEN)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

QUITCLAIM DEED

This QUITCLAIM DEED is made this 17th day of June, 2015, by and between **Don S. Sutton and wife, Miranda W. Sutton**, whose address is 4034 Berman Edge Road, Holly Springs, NC 27540, party of the first part, hereinafter referred to as the Grantor; and **Donna Michele Sutton Blackley and husband, Philip Lamar Blackley**, whose address is 215 Marilyn Circle, Cary, NC 27513, party of the second part, hereinafter referred to as the Grantees.

WITNESSETH:

WHEREAS Grantor for and in consideration of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto the Grantees all of that certain piece, parcel or tract of land situated, lying and being in **Wake County**, North Carolina, and more particularly described as follows:

See Exhibit "A" attached hereto.

This property is not the primary residence of the Grantor.

Exhibit "A"

BEGINNING at a nail in the center line of S.R. 1614 (Salem Church Road), it being a corner of the grantors herein, runs thence with the center line of S.R. 1614 (Salem Church Road), South 88 degrees 40 minutes 31 seconds East 211.37 feet; thence South 06 degrees 45 minutes 04 seconds East 229.63 feet to a stake, a new corner for Don S. Sutton; thence North 84 degrees 46 minutes West 276.20 feet to a stake, another new corner for said Sutton; thence North 09 degrees 59 minutes 50 seconds East 211.02 feet to the point and place of BEGINNING, containing 1.218 acres and being designated as Tract A on map entitled "Property of Ray T. Williams, et al" dated April 9, 1973 by Smith and Smith, Surveyors.

WAKE COUNTY
NORTH CAROLINA

Please retain yellow trailer page

This part of the recorded document and this tax submitted with the original for recording

Laura M. Riddick

Register of Deeds

Wake County Justice Center

300 South Salisbury Street, Suite 1700

Wake, NC 27106

☐ New Tax Stamp

☐ 1/2% Ad Valorem Tax

☐ Additional Deed Tax

☐ Additional Deed Tax

The County Clerk

The Deed

1/2% Ad Valorem Tax

9/1/16

TO HAVE AND TO HOLD the above described lands and premises, together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantees, their heirs, successors and assigns forever, but subject always, however, to the limitations set out above.

AND the said Grantor, party of the first part, makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal and does adopt the printed word "SEAL" beside his name as his lawful seal.

Don S. Sutton (SEAL)
Don S. Sutton

Miranda W. Sutton (SEAL)
Miranda W. Sutton

STATE OF NORTH CAROLINA
COUNTY OF WAKE

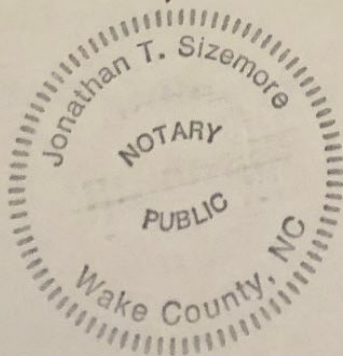
I, Jonathan T. Sizemore, a Notary Public, do hereby certify that **Don S. Sutton and Miranda W. Sutton**, personally appeared before me this date, and being duly sworn, executed the foregoing instrument.

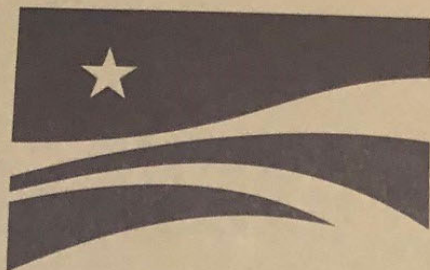
Witness my hand and official seal, this the 17th day of June, 2015.

Jonathan T. Sizemore
Notary Public

My Commission Expires: 6/27/17

(Notary Seal)





**WAKE
COUNTY**

NORTH CAROLINA



BOOK:016101 PAGE:01240 - 01243

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

**Laura M. Riddick
Register of Deeds**

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

This Document

of Time Stamps Needed

- Page 369 -

4 # of Pages LG

Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

studentassignment-gis-group@wcpss.net

Developer Company Information	
Company Name	Not determined at this time, only re-zoning requested
Company Phone Number	Not determined at this time, only re-zoning requested
Developer Representative Name	Not determined at this time, only re-zoning requested
Developer Representative Phone Number	Not determined at this time, only re-zoning requested
Developer Representative Email	Not determined at this time, only re-zoning requested

New Residential Subdivision Information	
Date of Application for Subdivision	Not determined at this time, only re-zoning requested
City, Town or Wake County Jurisdiction	Apex, NC
Name of Subdivision	Not determined at this time, only re-zoning requested
Address of Subdivision (if unknown enter nearest cross streets)	1522 Salem Church Road
REID(s)	
PIN(s)	0743815090

Projected Dates Information	
Subdivision Completion Date	01 July 2024
Subdivision Projected First Occupancy Date	01 August 2024

Lot by Lot Development Information																	
Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes	9						X	1200	3000	300,000	750,000	2024	9				
Condos																	
Apartments																	
Other	22CZ11																

SITE ADDRESS	PIN NUM	OWNER	Mailing Address	
846 NEW DERBY LN	0743819023	AGGARWAL, KAPISH KUMAR	846 NEW DERBY LN	APEX NC 27523-6409
855 SALEM POINTE PL	0743808641	ALB TRINITY LLC	855 SALEM POINTE PL	APEX NC 27523-6416
850 NEW DERBY LN	0743818082	ARYAL, SANAT SHARMA, SHRISTI	850 NEW DERBY LN	APEX NC 27523-6409
856 SALEM POINTE PL	0743808727	ARYAL, YOUNG ARYAL, PADMA PANDEY	856 SALEM POINTE PL	APEX NC 27523-6416
1522 SALEM CHURCH RD	0743815090	BLACKLEY, DONNA MICHELE SUTTON BLACKLEY, PHILIP LAMAR	256 MARLYN CIR	CARY NC 27513-5212
854 SALEM POINTE PL	0743808746	BYRD, KRISTOPHER LEON BYRD, ALISHA MARLENE	854 SALEM POINTE PL	APEX NC 27523-6416
1013 TAHOE GLEN PL	0743815358	CANNADAY, ROBERT BRUCE CANNADAY, SARAH TUYEN	1013 TAHOE GLEN PL	CARY NC 27513-5811
842 NEW DERBY LN	0743819073	CASSAS, CHRISTY M	842 NEW DERBY LN	APEX NC 27523-6409
838 SALEM POINTE PL	0743900736	COHEN, ANNA	1602 SHEPHERDS GLADE DR	APEX NC 27523-6949
1505 FAIR WEATHER CT	0743801745	COLEMAN, WILLIAM B COLEMAN, MONICA H	1505 FAIR WEATHER CT	APEX NC 27523-5987
852 NEW DERBY LN	0743818052	CULOTTA, OLIVIA M	852 NEW DERBY LN	APEX NC 27523-6409
853 SALEM POINTE PL	0743808671	DAIGLE, MELINDA B	853 SALEM POINTE PL	APEX NC 27523-6416
1509 SALEM CHURCH RD	0743813303	ELLIOTT, DAVID JOSHUA ELLIOTT, KIMBERLY ANDRA	1509 SALEM CHURCH RD	APEX NC 27523-7564
844 NEW DERBY LN	0743819053	FINDIK, KASIM FINDIK, GAMZE	844 NEW DERBY LN	APEX NC 27523-6409
0 SALEM CHURCH RD	0743814248	GARBETT, ASHLEY W WAPLES, ASHLEY LYNN	1521 SALEM CHURCH RD	APEX NC 27523-7564
0 TAHOE GLEN PL	0743817208	GLEN AT WESTHIGH OWNERS ASSOCIATION INC	CHARLESTON MANAGEMENT	812 SALEM WOODS DR
851 SALEM POINTE PL	0743808691	GU, LONG	851 SALEM POINTE PL	APEX NC 27523-6416
855 NEW DERBY LN	0743808838	HARTMAN, JOANN M	855 NEW DERBY LN	APEX NC 27523-6409
1512 SALEM CHURCH RD	0743805704	HESTER, EDWARD L III HESTER, PATSY P	1512 SALEM CHURCH RD	APEX NC 27523-7563
853 NEW DERBY LN	0743808659	HU, JACK WEIYU	853 NEW DERBY LN	APEX NC 27523-6409
841 NEW DERBY LN	0743809898	HUANG, CHARLES SHOU SHEN	841 NEW DERBY LN	APEX NC 27523-6409
845 NEW DERBY LN	0743809848	HUDSON, TAYLER M HUDSON, MEGAN NICOLE	845 NEW DERBY LN	APEX NC 27523-6409
844 SALEM POINTE PL	0743809766	IMMANI, SATYA SRINIVAS IMMANI, SANGEETHA	844 SALEM POINTE PL	APEX NC 27523-6416
847 SALEM POINTE PL	0743809632	JUNG, CLINTON NATHANIEL JUNG, PATRICIA SUE	847 SALEM POINTE PL	APEX NC 27523-6416
837 NEW DERBY LN	0743900938	KONAKALLA, AJYAPPA BRAVANTHI CHAKKA, NAGA RATHNA SUBHA	837 NEW DERBY LN	APEX NC 27523-6409
846 SALEM POINTE PL	0743809746	LANGKAMP, SCOTT MICHAEL LANGKAMP, CARMELA MARIA	846 SALEM POINTE PL	APEX NC 27523-6416
858 SALEM POINTE PL	0743807796	LIN, SHIH-CHUN	858 SALEM POINTE PL	APEX NC 27523-6416
1503 FAIR WEATHER CT	0743800709	MALLOY, JOHN F MALLOY, KAREN	1503 FAIR WEATHER CT	APEX NC 27523-5987
1009 TAHOE GLEN PL	0743815350	MUDIGONDA, SARATH CHANDRA KARRA, SRIVALLI	1009 TAHOE GLEN PL	CARY NC 27513-5811
843 NEW DERBY LN	0743809878	NEUPANE, PADAM NEUPANE, BISHNU	843 NEW DERBY LN	APEX NC 27523-6409
842 SALEM POINTE PL	0743809796	PANDEY, PRABHAKAR MISHRA, PREETI	842 SALEM POINTE PL	APEX NC 27523-6416
840 NEW DERBY LN	0743910003	PANIGRAHI, SANGRAM KESHARI MISHRA, PRACHI	840 NEW DERBY LN	APEX NC 27523-6409
851 NEW DERBY LN	0743808888	RASH, FAITH G	851 NEW DERBY LN	APEX NC 27523-6409
852 SALEM POINTE PL	0743808776	REN, TIANJIAN	2508 SIDEWINDER CT	APEX NC 27523-8503
836 NEW DERBY LN	0743910043	SAINI, VINOD KUMAR SAINI, ALKA	836 NEW DERBY LN	APEX NC 27523-6409
858 NEW DERBY LN	0743817064	SALEM POINTE OWNERS ASSOCIATION INC	1100 PERIMETER PARK DR STE 112	MORRISVILLE NC 27560-9119
1604 SALEM CHURCH RD	0743809469	SALEM POINTE OWNERS ASSOCIATION INC	REALMANAGE	PO BOX 803595
0 NEW DERBY LN	0743819029	SALEM POINTE OWNERS ASSOCIATION INC	8480 HONEYCUTT RD STE 200	RALEIGH NC 27615-2261
854 NEW DERBY LN	0743818032	SCRUGGS, ASHLYN LUELLA TRUSTEE THE ASHLYN LUELLA SCRUGGS REVOCABLE TRUST	854 NEW DERBY LN	APEX NC 27523-6409
1005 TAHOE GLEN PL	0743815262	SHADFORTH, IAN PAUL YAU, JEAN CHRISTINE	1005 TAHOE GLEN PL	CARY NC 27513-5811
857 NEW DERBY LN	0743808807	SHOEMAKER, ABIGAIL	857 NEW DERBY LN	APEX NC 27523-6409
856 NEW DERBY LN	0743818002	STOVER, REX ALAN	856 NEW DERBY LN	APEX NC 27523-6409
1505 SALEM CHURCH RD	0743811314	TEW, DONALD R TEW, DEBRA P	1505 SALEM CHURCH RD	APEX NC 27523-7564
1529 SALEM CHURCH RD	0743818238	WARWICK, JOHN W	1535 SALEM CHURCH RD	APEX NC 27523-7564
847 NEW DERBY LN	0743808828	ZHANG, ZHIQIANG WANG, SHUO	847 NEW DERBY LN	APEX NC 27523-6409
		APEX TOWN OF	PO BOX 250	APEX NC 27502-0250
		Current Tenant	1522 Salem Church RD	APEX NC 27523
		Current Tenant	1529 Salem Church RD	APEX NC 27523
		Current Tenant	1531 Salem Church RD	APEX NC 27523
		Current Tenant	838 Salem Pointe PL	APEX NC 27523
		Current Tenant	852 Salem Pointe PL	APEX NC 27523

The attachments on the following pages were mailed to the above addresses on March 22, 2022.

NOTICE OF NEIGHBORHOOD MEETING

This attachment was mailed on March 22, 2022 to the addresses provided by the Town of Apex.

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.

March 22nd, 2022

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at
1522 Salem Church Road 0743815090

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](http://www.apexnc.org/180/Planning-Community-Development) or the [Apex Development Report](http://www.apexnc.org/180/Planning-Community-Development) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

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

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

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

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

We are requesting to Re-Zone 1522 Salem Church from RA to Medium Density (8-10 units) for the possibility of future development.

Future development would be a townhome community similar to the adjacent community on New Derby Lane.

Estimated submittal date: 01 June 2022

MEETING INFORMATION:

Property Owner(s) name(s):

Philip L. Blackley

Applicant(s):

Philip L. Blackley and Joshua G. Blackley

Contact information (email/phone):

joshua.g.blackley@gmail.com (919) 337-7827

Meeting Address:

Zoom Meeting; See attachment for dial-in and link

Date/Time of meeting**:

Thursday, April 7th, 2022 5pm - 7pm

Welcome: 5pm

Project Presentation: 515pm

Question & Answer: 545pm

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

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 1522 Salem Church Road Zoning: RA

Location: 1522 Salem Church Road

Property PIN(s): 0743815090 Acreage/Square Feet: 1.22

Property Owner: Philip L. Blackley

Address: 1522 Salem Church Road

City: Apex State: NC Zip: 27523

Phone: 919-868-3871 Email: philipblackley1418@gmail.com

Developer: Owner

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: Joshua G. Blackley

Address: 1522 Salem Church Road

City: Apex State: NC Zip: 27523

Phone: 919-337-7827 Fax: _____ Email: joshua.g.blackley@gmail.com

Builder (if known): Unknown at this time

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning and Community Development Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks and Greenways Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)	(919) 249-3537
James Gregg, Utility Engineering Manager (Water & Sewer)	(919) 249-3324
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 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 & W

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

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

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

Construction Traffic: James Misciagno 919-372-7470

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

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

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

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

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

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

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

Dirt on Properties or in Streams: James Misciagno 919-372-7470 Danny Smith Danny.Smith@ncdenr.gov

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith (danny.smith@ncdenr.gov) with the State.

Dust: James Misciagno 919-372-7470

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

Trash: James Misciagno 919-372-7470

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

Temporary Sediment Basins: James Misciagno 919-372-7470

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

Stormwater Control Measures: Jessica Bolin 919-249-3537

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

Electric Utility Installation: Rodney Smith 919-249-3342

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

ZOOM MEETING INSTRUCTIONS

Join Zoom Meeting

<https://us05web.zoom.us/j/87110182084?pwd=aXY5YUxtVkpUUmhYMVJKZHlpWitPUT09>

Meeting ID: 871 1018 2084

Passcode: 613735

One tap mobile

+16465588656,,87110182084#,,, *613735# US (New York)

+13017158592,,87110182084#,,, *613735# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

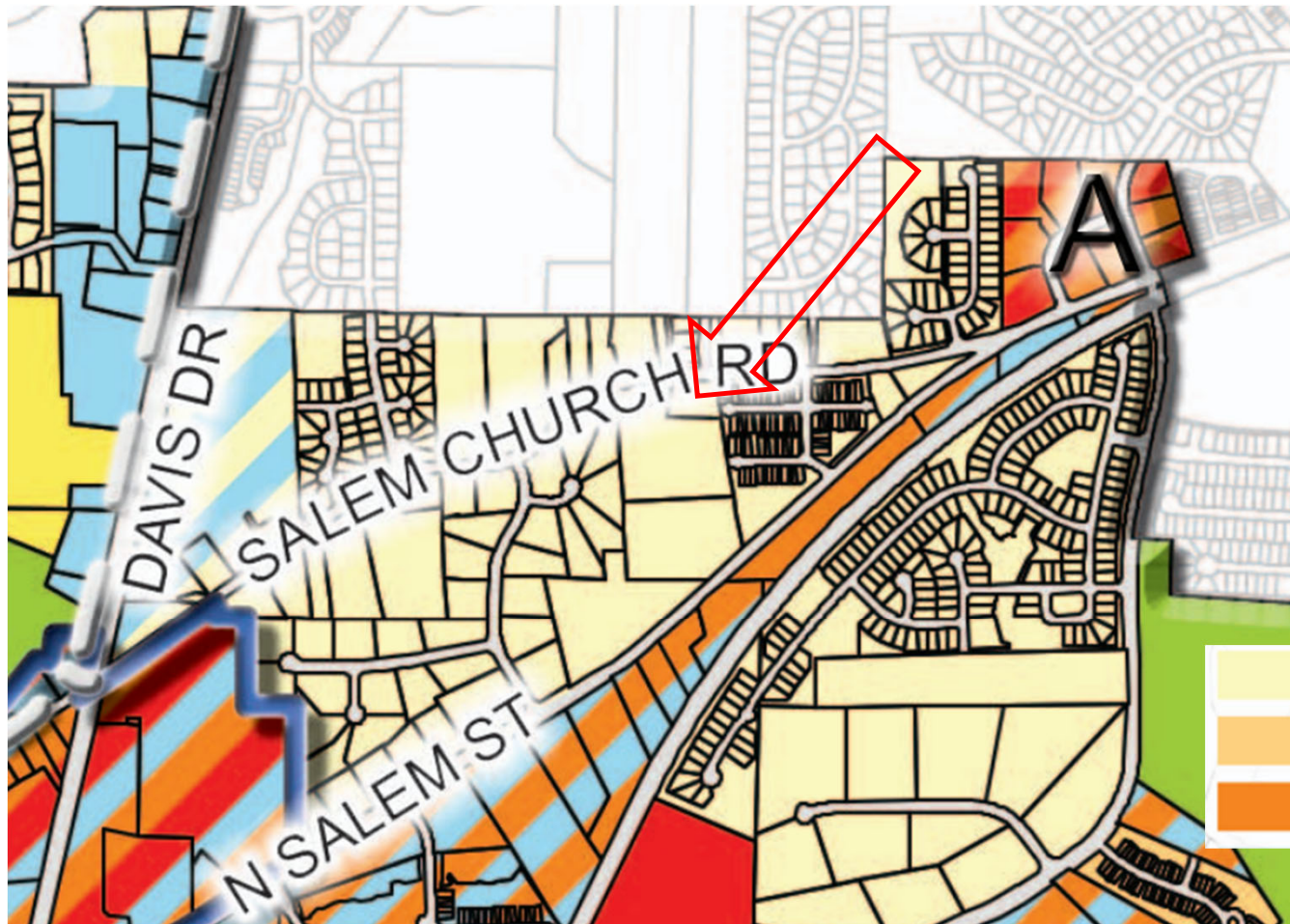
Meeting ID: 871 1018 2084

Passcode: 613735


Find your local number: <https://us05web.zoom.us/j/ld4smydDNF>

Land Proposed for Re-Zoning

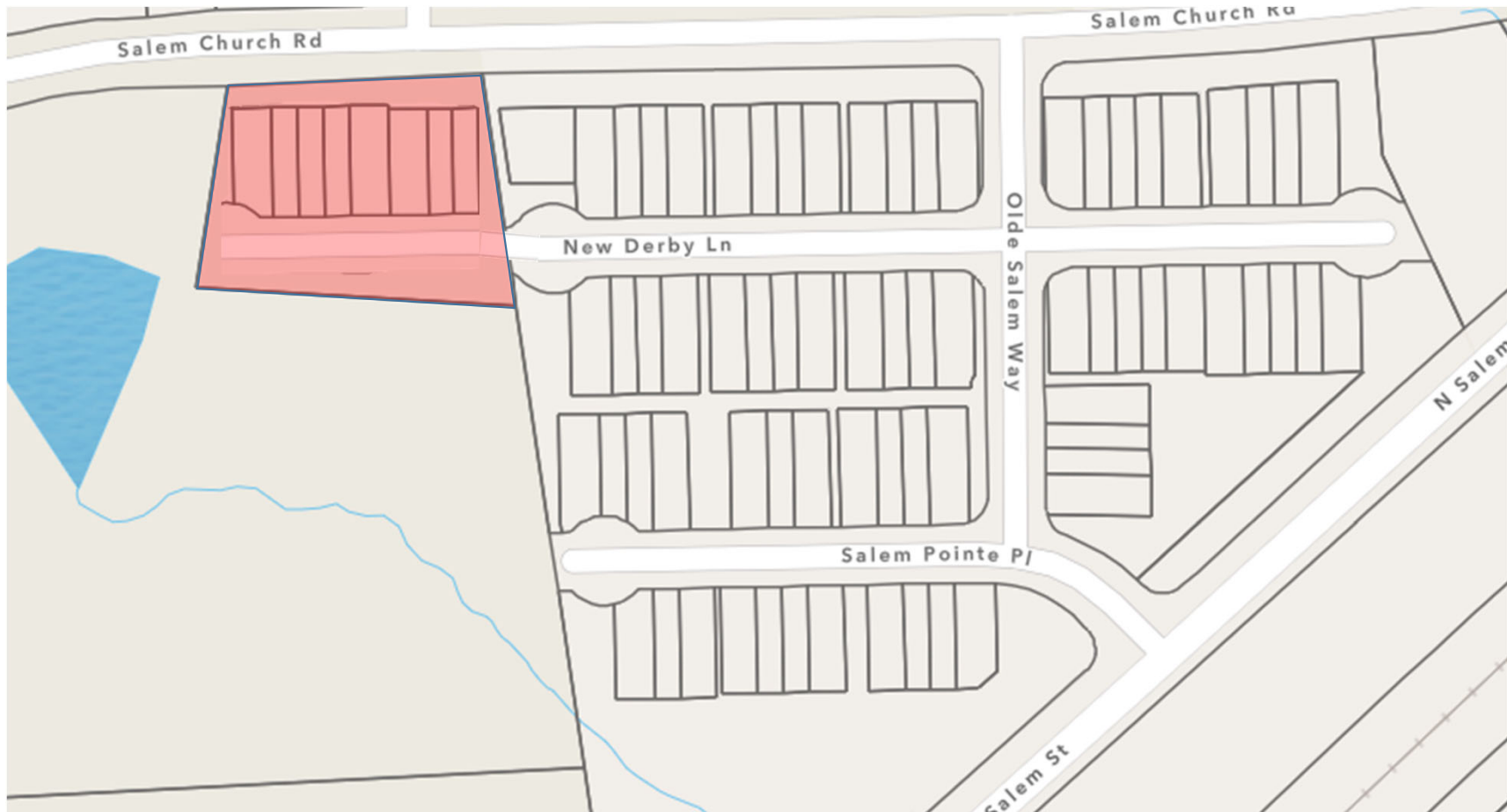




Excerpt from 2045
Land Use Map

-  Medium Density Residential
Single-family homes, duplexes, and townhomes
-  Medium/High Density Residential
Single-family homes, duplexes, triplexes, quadplexes, and townhomes*
-  High Density Residential
Townhomes, triplexes, quadplexes, and apartments

Conceptual Design – Possible Layout with 8 Townhomes



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): Philip and Michele Blackley

Applicant(s): Joshua Blackley

Contact information (email/phone): 919-337-7827; joshua.g.blackley@gmail.com

Meeting Address: Zoom Call, Call-in information provided in mail

Date of meeting: April 7th, 2022

Time of meeting: 5pm - 7pm

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

Question/Concern #1:

Questions/Concerns noted by neighbors and applicants responses are summarized on the next page. This summary was emailed to participants the following day and no additional comments were received. None of the concerns discussed warrant any change to the re-zoning plans/application.

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

QUESTION/CONCERN	APPLICANT RESPONSE
What will happen to the tree line adjacent to Salem Pointe?	There will be a 15 foot buffer required on that property line. If the trees are not on the property of 1522 Salem Church Road then they will remain in place.
What will be the cost of new townhomes?	The cost will depend on the approved site plan but the intent is for the future development to match existing homes so the cost should be comparable to Salem Pointe
What is the plan for storm water retention? A storm water retention pond on the property would be a safety concern. Would the future development join the existing HOA at Salem Pointe?	The intent is to tie-in to the existing storm water retention pond that is currently servicing Salem Pointe. If that is not possible, exact location of pond would be decided during the site plan This will be determined at a later time but it would make sense for that to happen.
What will be the design of the future homes?	The intent is for the future development to match existing homes at Salem Pointe so the design of the homes will be similar to existing homes.
Would future residents of the homes use the Playground at Salem Pointe?	This would depend on HOA approval.
Will only adding a small amount of units look odd? Why are they not doing one large development?	The site plan will be approved by the town and the intent would be for the development to be aesthetically pleasing. The owner only owns 1522 Salem Church Road so this is the only part of the area that is under their control at this time.
Will the construction traffic use New Derby Lane during construction?	It is likely that they would access the property directly from Salem Church Road during site civil work (grading) but during vertical construction, yes, they would likely need to use New Derby Lane for access.
What about debris/dirt during construction.	"COMMON CONSTRUCTION ISSUES & WHO TO CALL" was provided in the handout. For this issue the contact is James Misciagno at 919-372-7470
Parking is already a challenge in the neighborhood, this will add to the problem.	This concern is noted. There is a required amount of guest parking per unit which will be discussed during the site plan.
There is a concern that the increased traffic will be a safety concern.	A traffic impact analysis will be conducted. Minimal traffic impact is anticipated as the amount of units added would be 9 or less.
There is a preference for the entrance to be off Salem Church Road instead of New Derby Lane.	This concern is noted. The entrance will likely be from New Derby Lane based but will be finalized during the site plan.
Will there be enough turnaround space for waste and emergency trucks?	This question is noted and will be discussed during the site plan.
It is preferred that the homes have 2 car garages to mitigate parking issues.	This concern is noted and will be discussed during the site plan.
It is preferred that there are fences around the new development for privacy.	This concern is noted and will be discussed during the site plan. There are buffer requirements that will be followed as per the UDO.

17:01:51 From Christy Cassas to Everyone:
ccassas@yahoo.com

17:03:12 From Faith to Everyone:
keepthefaith0422@yahoo.com

17:03:27 From JH to Everyone:
weiyuhu@hotmail.com

17:40:11 From patsy hester to Everyone:
1512 Salem Church Road

17:40:56 From patsy hester to Everyone:
How will residents access the townhouses?

17:41:20 From patsy hester to Everyone:
What about traffic and off street parking?

17:42:48 From Joshua Blackley to Everyone:
Access is planned to be from existing road at New Derby Lane

17:45:10 From patsy hester to Everyone:
What kind of boundary will be provided? Will there be fencing erected? That would infringe on our property since it is so close to this

17:45:58 From patsy hester to Everyone:
There is no fence beyond the road area - it is basically open!!!

17:46:33 From patsy hester to Everyone:
sorry about the typing. But this seems to be tight for 8 townhouses.

17:46:59 From patsy hester to Everyone:
Yees, our side since we live here.

17:47:43 From Joshua Blackley to Everyone:
30 foot buffer off salem church road, 15 foot buffer required between the townhomes, 20 foot buffer required of adjoining single family property

17:48:43 From patsy hester to Everyone:
We already have a problem with traffic coming fast around the curve that is dangerous. More housing is going to affect it even more.

17:49:36 From patsy hester to Everyone:
No more entrances!!

17:49:37 From Joshua Blackley to Everyone:
A traffic analysis will be completed to account for new traffic

17:56:40 From patsy hester to Everyone:
Request builder/developer erect fences to provide privacy and protection for us.

17:57:40 From Joann to Everyone:
Joann Hartman jmhartma@netscape.net

17:57:47 From patsy hester to Everyone:
please add me to email list phester@yahoo.com so we do not have to enter a long zoom address!!

17:58:45 From patsy hester to Everyone:
Does a 2 car garage require more room?

17:59:30 From patsy hester to Everyone:
is this being done by the owners?

18:01:02 From Christy Cassas to Everyone:
Appreciate your presentation, today. Thank you. Need to head out.

18:01:42 From patsy hester to Everyone:
2021 N Salwm St is being rezoned for 6 acres to build townhomes.

18:03:35 From patsy hester to Everyone:

where is the music? We are tight behind and do not hear it/
18:05:13 From patsy hester to Everyone:
Behind us on the right .
18:05:35 From patsy hester to Everyone:
actually to the right of our neighbor's
18:06:45 From patsy hester to Everyone:
The ones next door do not have a 20 ft buffer - the fence is right on top
of our field fencing.
18:07:02 From patsy hester to Everyone:
It would be better if there were fewer townhouses.
18:07:36 From patsy hester to Everyone:
builders do not always follow protocol
18:09:20 From patsy hester to Everyone:
I though your grandparents owned the land
18:10:02 From patsy hester to Everyone:
OK, so Don & Mandy sold to your dad.
18:10:51 From patsy hester to Everyone:
The HOA for this one should be much lower since there is less space
18:11:53 From patsy hester to Everyone:
Bye
18:12:38 From Joshua Blackley to Everyone:
Rezoning done by owners
18:12:55 From Joshua Blackley to Everyone:
Site plan will be done by future developer/builder

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 Call, Call-in information provided in mail

Date of meeting: April 7th, 2022 Time of meeting: 5pm - 7pm

Property Owner(s) name(s): Philip and Michele Blackley

Applicant(s): Joshua Blackley

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.	Christy Cassas	842 New Derby Lane		██████████	██
2.	Faith Rash	851 New Derby Lane		██████████████████	██
3.	Jack Hu	853 New Derby Lane		██████████	██
4.	Joann Hartman	855 New Derby Lane		██████████████	██
5.	Patsy Hester	1512 Salem Church Road		██████████	██
6.	Philip Blackley, Owner				
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

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, Philip Blackley, do hereby declare as follows:
Print Name

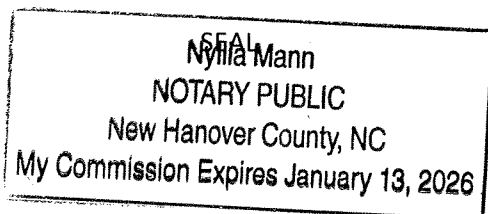
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Zoom Meeting (location/address)
on April 7th, 2022 (date) from 5pm (start time) to 7pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

4-20-2022
Date

By: Philip Blackley

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ New Hanover

Sworn and subscribed before me, Nyllia Mann, a Notary Public for the above State and County, on this the 20 day of April, 2022.



Nyllia Mann
Notary Public
Nyllia Mann
Print Name

My Commission Expires: 1/13/26

April 15th, 2022

Town of Apex
Planning and Community Development
P.O. Box 250
Apex, NC 27502

Subject: **Trip Generation Study**
1522 Salem Church Road

This letter provides trip generation information for the proposed Re-Zoning and therefore possible future development at 1522 Salem Church Road located in Apex, NC. The purpose of this study is to illustrate the trip generation estimates with the addition of nine or fewer townhomes to the existing neighborhood. The existing development (Salem Pointe) consists of 70 townhomes. The proposed Re-Zoning would allow for the addition of no more than nine additional townhomes. Access to the new homes will be provided through existing connection at New Derby Lane. During the Pre-Application meeting with the Town of Apex (Town) it was stated that a Traffic Impact Analysis will not be required for the site, provided the site will not generate more trips than 1,000 daily trips or 100 trips during either the AM or PM peak hour. Trip Generation was completed according to the rates and methodology outlined in the ITE Trip Generation Manual, 10th Edition.

The below table shows a summary of the trip generation estimate.

Location	ITE Code	Size	Daily Traffic	AM Peak Hour	PM Peak Hour
Existing Townhomes	220	70 Units	513	33	39
Proposed Development	220	9 Units	66	5	5
TOTAL		79 Units	579	38	44

ITE Trip Generation Manual #220 – Multifamily Housing (Low-Rise) – containing one or two floors.

ITE 220 = 7.32 Daily Trips per Dwelling Unit

ITE 220 = .46 AM Peak Hour Trips per Dwelling Unit

ITE 220 = .56 PM Peak Hour Trips per Dwelling Unit

It is estimated that the addition of the (9) units to the existing development would add 66 vehicle trips per day and an additional 5 trips for both the AM and PM peak hours. It is our understanding that with the totals in the above table that a Traffic Impact Analysis can be waived, with the low total number of trips expected to be generated a full traffic study does not appear necessary.

If you should have any questions or concerns please contact me at 919-337-7827.

Sincerely,



Joshua Blackley
Civil Engineer

Rezoning #22CZ11

The Glen at
Westhigh

Tahoe Glen Pl

Salem Church Rd

New Derby Ln

Salem Pointe

Olde Salem Way

Salem Pointe Pl

N Salem St

Salem Woods



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 28, 2022

Item Details

Presenter(s): Mayor and Council

Department(s):

Requested Motion

Motion to approve a proclamation declaring July 2022 as Parks and Recreation Month.

Approval Recommended?

Yes

Item Details

Presentation of the Parks and Recreation Month 2022 Proclamation and all citizens are hereby encouraged to join in "WE RISE UP FOR PARKS AND RECREATION JULY 2022" by participating in and experiencing all that public parks and recreation services have to offer.

.

Attachments

- Proclamation



PROCLAMATION

From the Office of the Mayor

Parks and Recreation Month 2022

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Apex, North Carolina; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Apex recognizes the benefits derived from parks and recreation resources;

NOW, THEREFORE, BE IT RESOLVED BY the Apex Town Council that July is recognized as Parks and Recreation Month in the Town of Apex and all citizens are hereby encouraged to join in "WE RISE UP FOR PARKS AND RECREATION JULY 2022" by participating in and experiencing all that public parks and recreation services have to offer.

IN WITNESS THEREOF, I have hereunto set my hand and caused
the Seal of the Town of Apex, North Carolina
to be affixed this the 28th day of June 2022

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 28, 2022

Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to approve the 2022 Annual Hazard Mitigation Action Plan Update.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board heard this item at their meeting on June 13, 2022 and unanimously recommended approval.

Item Details

Attachments

- Staff Report
- Annual Hazard Mitigation Action Plan Update
- Public Notice



STAFF REPORT

2022 Annual Hazard Mitigation Action Plan Update

June 28, 2022 Town Council Meeting



The purpose of this public hearing is to receive public comments on the adoption of the 2020 Annual Hazard Mitigation Action Plan Update.

ATTACHMENTS

1. Apex Mitigation Action Plan

WAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN:

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000), which requires state and local governments to develop hazard mitigation plans as a condition for federal mitigation grant assistance. These funds are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security, and include:

- the Hazard Mitigation Grant Program (HMGP),
- the Pre-Disaster Mitigation Program (PDM), and
- the Flood Mitigation Assistance Program (FMA).

DMA 2000 also requires that jurisdictions update their hazard mitigation plans every five (5) years. If the approved hazard mitigation plan expires and a new one is not adopted, that jurisdiction is not able to pursue federal funding for which a current hazard mitigation plan is a prerequisite.

The Town of Apex's initial Hazard Mitigation Plan was approved in 2004, and has been updated every five (5) years since. In 2014, Wake County and most of the municipalities within the County joined together to develop the first Wake County Multi-Jurisdictional Hazard Mitigation Plan. Previously, each jurisdiction had developed an individual Hazard Mitigation Plan. In 2019, the Town and other Wake County Municipalities adopted the 2020 – 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan, which includes a Mitigation Action Plan that is specific to the Town of Apex. It is encouraged that the Town review and update the Mitigation Action Plan annually to ensure that goals and objectives continue to address current and expected conditions.

WHO WILL BENEFIT FROM THIS PLAN?

The citizens and businesses of Apex are the ultimate beneficiaries of the 2020 - 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan. The plan strives to reduce risk for those who live in, work in, and visit Apex. It provides a viable planning framework for all foreseeable hazards that may impact the Town. Participation in development of the plan by key stakeholders has helped to ensure mutually beneficial outcomes. The resources and background information in the plan are applicable town-wide, and the plan's goals and recommendations lay groundwork for the development and implementation of local mitigation activities and partnerships.

The 2020 - 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan seeks to reduce the instances where the worlds of violent natural occurrence and the human environment intersect. By reducing the risk of personal injury and property damage, a community can lessen the effects of a "disaster" when one of these events crosses paths with people.

TOWN OF APEX HAZARD MITIGATION PLAN MEMBERS

Each year, the Hazard Mitigation Plan members meet to discuss and review the Mitigation Action Plan. The Hazard Mitigation Plan Members include the following:

Department	Committee Designee
Administration	Shawn Purvis, Assistant Town Manager Marty Stone, Assistant Town Manager
Electric	Eric Neumann, Director Rodney Smith, Technical Services Manager

STAFF REPORT

2022 Annual Hazard Mitigation Action Plan Update

June 28, 2022 Town Council Meeting



Finance	Vance Holloman, Director
Fire Department	Keith McGee, Fire Chief Preston Clark, Assistant Chief
Information Technology	Erika Sacco, Director Mike Boyd, Analyst
Parks, Recreation, and Cultural Resources	Craig Setzer, Director Angela Reincke, Parks and Greenways Planner
Planning & Community Development	Dianne Khin, Director Amanda Bunce, Current Planning Manager Shelly Mayo, Planner II Will Brown, GIS Analyst
Police	Jason Armstrong, Police Chief Joseph Best, Captain
Public Works & Transportation	Adam Stephenson, Floodplain Administrator Randy Bennetts, Street Supervisor
Water Resources	Mike Deaton, Director Jessica Bolin, Environmental Engineering Manager

ACTION PLAN

The 2020 - 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan includes an Action Plan for each jurisdiction; the Town of Apex's Plan is listed in Annex C, which is included in Attachment 1 (starting on page 310). The Action Plan includes action items that reduce the Town of Apex's vulnerability to the effects of natural hazards. The Action Plan is the core of the Hazard Mitigation Plan and includes an outline of mitigation actions by each department, priority, and target date of completion. Many of these items are also listed in the Town's Capital Improvement Plan. The Plan recommends an annual report outlining progress on Mitigation Action Implementation. The annual report ensures that goals and objectives continue to address current and expected conditions. Please note that the Hazard Mitigation Plan is a preventative plan for natural disasters (i.e. residential lots prohibited within floodplain, required interconnectivity, etc.).

ANNUAL REPORT

The annual review shall ensure the following:

1. *Do Plan goals and objectives continue to address current and expected conditions?*

Yes, the goals and objectives continue to address current and expected conditions in the Town of Apex. The Unified Development Ordinance (UDO) and the 2045 Land Use Map include several of the Hazard Mitigation Plan action items to mitigate potential damage.

2. *Has the nature or magnitude of risks changed?*

Yes, as the Town of Apex grows there is more impervious surface. However, the Town has adopted stormwater measures that mitigate post-development stormwater runoff and continues to meet North Carolina state requirements as they are upgraded. In addition, the UDO does not allow residential lots and new non-residential structures within the floodplains. The UDO also regulates development within the ETJ.

3. *Are current resources sufficient and appropriate for Plan implementation?*

Yes, the Town of Apex continues to operate with sufficient resources to support the Plan implementation measures.



4. *Are there any implementation problems, (i.e., technical, political, legal) or coordination issues with other agencies?*

Currently, there are no implementation problems within the Town of Apex. Coordination issues with other agencies have improved with the adoption of the National Incident Management System (NIMS). The Fire and Police Departments annually perform several training exercises combined with other agencies to prepare for both man-made and natural disasters.

5. *Are implementation outcomes as expected?*

Some items were extended due to funding and staff capacity concerns.

HAZARD MITIGATION PLAN MEMBER MEETING

The Town of Apex Hazard Mitigation Plan members met on March 25, 2022 to review the Action Plan and discussed updates to Hazard Mitigation measures within each department as follows:

Electric Utilities Department:

- Added tree trimming in all electric easements as an on-going process. This reduces outages during severe storms, hurricanes, severe winter weather, and tornadoes.
- Added the construction of Electric Substation #4 to provide redundancy in the event of major damages.
- Updated to include that a quarterly 5-mile customer list is provided to Duke Energy as an on-going item.

Fire Department:

- Held several training exercises.
- Updated Public Safety Stations to be constructed and their status.
- Plans to create a situational awareness dashboard in the Emergency Operations Center and work on creating a Town wide plan for the staging and distribution of resources and emergency services.

General Emergency Services:

- Continuing to work with Wake County and other municipalities regarding communication systems updates.

Information Technology Department:

- Updates and improvements to the Town's communication abilities are on-going, including improvements to hardware and infrastructure (i.e. laptops, VPN, and fiber optic network).
- Changed the location of the backup data disaster recovery site.

Parks and Recreation Department:

- Middle Creek, Beaver Creek, and Apex West Greenways were added to the list and status and cost updated.
- Coordinated with Cary Parks & Recreation and Triangle Land Conservancy on a White Oak Creek Corridor Preservation and Maintenance Study.

Planning and Community Development Department:

- Modified several items to show that it is an ongoing action instead of completed action as documents are frequently being amended and staff will perform these actions on an as-needed or regular basis.
- Worked on updates to the UDO that were approved including separation standards for the use "Gas and fuel, wholesale" from certain uses as well as a separation standard for the use "Day care facilities" from the use "Gas and fuel, wholesale".

STAFF REPORT

2022 Annual Hazard Mitigation Action Plan Update

June 28, 2022 Town Council Meeting



Police Department:

- Participated in the training exercises with Fire Department.
- Continued work with agencies from other municipalities.

Public Works & Transportation Department:

- Negotiating a temporary storage site for debris removal in the case of a natural disaster or storm cleanup.

Water Resources Department:

- Modified several items to show that it is an ongoing action instead of completed action as staff will perform these actions on an as-needed or regular basis.
- The Floodplain Manager maintained Floodplain Education credits.
- The Stormwater Utility Fee was changed to indicate that it's been created and is now being implemented in an on-going fashion.
- Completed the relocation of the Beaver Creek Sewer Line.
- Added a planned stream relocation in the Nature Park to prevent impacts on a nearby sewer line.

Action Plan Status

All action items listed as "on-going" are current as stated in the Hazard Mitigation Action Plan.

PLANNING STAFF RECOMMENDATION

Planning staff recommends approval of the 2022 Hazard Mitigation Action Plan Annual Update.

PLANNING BOARD RECOMMENDATION

Planning Board heard this item at their meeting on June 13, 2022 and unanimously recommended approval of the update.

2022 Hazard Mitigation Action Plan Update

Action #	Description	Goal	Objective	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Estimated Cost	Potential Funding Sources	Implementation Schedule	2022 Status	Status Comments/ Explanation
Prevention											
P-1	Revise and update the regulatory floodplain boundary, including flood studies.	2	2	Flood	Moderate	Public Works & Transportation (Floodplain Administrator)	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
P-2	Maintain an environmental committee of Town Council and citizen’s Environmental Advisory Board that meets regularly to discuss issues and recommend projects.	2	2	All Hazards	Moderate	Water Resources (Sustainability Coordinator)	Staff Time	Town Funds	Ongoing – In Process	Carry Forward – On-going	
P-3	Encourage the use of Low Impact Development techniques.	4	2	Flood, Landslide, Drought, Hurricane, Extreme Heat	Low	Water Resources (Environmental Engineering Manager)	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
P-4	Use system development fees to help fund public projects.	3	2	Flood, Wildfire, Tornado, Severe Winter Storm, Severe Weather, Drought, Hurricane	Moderate	Water Resources (Director)	Unknown	Local Development Fees	3-5 years	Carry Forward – On-going	On-going activity
P-5	Update the UDO & Design and Development Manual to incorporate proper species selection and practices for planting and maintenance into the landscape ordinance.	4	1	Flood, Severe Winter Storm, Severe Weather, Drought, Hurricane	Moderate	Planning & Com. Dev. Dept.	Staff Time	Town Funds	1-2 years	Carry Forward – In Progress	On-going activity
P-6	Incorporate GIS data and risk analysis into the development review process.	4	2	All	Moderate	Apex Fire Dept. & Planning & Com. Dev. Dept.	Staff Time	Town Funds	Ongoing - In Process	Carry Forward – On-going	On-going activity
P-7	Evaluate a Stormwater Utility to fund the Town's Stormwater Program.	2	2	Flood	Moderate	Water Resources (Director)	\$150,000	Town Funds	Complete	Complete	
P-7	Implement the Stormwater Utility Fee & program.	3	2	Flood; Severe Weather	High	Water Resources (Environmental Engineering Manager)	Staff Time	Town Funds	Ongoing	New	Projects will be prioritized for funding
P-8	Continue to use "Neighbors Helping Neighbors" program to help low income Apex Utility customers pay their utility bills.	3	2	Extreme Heat, Severe Winter Storm	Moderate	Finance Dept. & Western Wake Crisis Ministry	None	Local	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
P-9	Salt & brine local roads before Severe Winter Storm & plow after snow and ice fall.	3	2	Severe Winter Storm	Moderate	Public Works & Transportation	Max \$20,000	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
P-10	Tree Trimming of all electric lines in the event of Tornado or Hurricane	3	2	Hurricane, Tornado, Severe Winter Storm	Moderate	Electric (Electric Technical Services Manager)	Staff Time	Town Funds	Ongoing – In Process	Carry Forward – On-going	On-going Activity
P-11	Update the UDO to add separation standards between daycares and hazardous uses.	4	1	Flood, Hazardous Materials Incident, Severe Weather	Moderate	Planning & Com. Dev. Dept.	Staff Time	Town Funds	1 year	New	
P-12	Update the UDO to add separation standards for the use “gas and fuel, wholesale”	4	1	Flood, Hazardous Materials Incident, Severe Weather	Moderate	Planning & Com. Dev. Dept.	Staff Time	Town Funds	1 year	New	
Property Protection											
PP-1	Enforce the Fire Prevention Code.	4	1	Wildfire, Hazardous Materials Incident	Moderate	Apex Fire Dept.	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
PP-2	Annually update the comprehensive occupancy pre-plan program with local data for use in risk analysis.	4	2	Flood, Wildfire, Hazardous Materials Incident, Radiological Emergency	Moderate	Apex Fire Dept.	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
PP-3	Restore streams to slow the speed of water and reduce erosion to prevent both private property loss and public infrastructure damage.	3	2	Flood	Moderate	Water Resources (Director)	Over \$500,000	Local & Federal	Ongoing - Next 5 years	Evaluating Funding Opportunities	On-going activity
Natural Resource Protection											
NRP-1	Middle Creek Greenway (Miramonte to Holly Springs).	3	2	Flood; Evacuation	Moderate	Apex Parks and Recreation	\$2.9 million	Town Funds	3-5 years	Carry Forward – In Progress	under construction
NRP-2	White Oak Creek Corridor Preservation & Maintenance study – including purchase of additional property near Wimberly Road Park	3	2	Flood; Evacuation	Moderate	Apex Parks & Recreation; Cary Parks & Recreation; Triangle Land Conservancy	unknown	Apex Town Funds; Cary Town Funds; TLC Funds	3-5 years	New	
NRP-3	Beaver Creek Greenway (PHI, PHIA, & PHII)	3	2	Flood; Evacuation	Moderate	Apex Parks and Recreation	\$6.6 million	Bond, Federal and Town	1-2 years	Carry Forward – In Progress	NCDOT releasing for bid and construction
NRP-4	Apex West Greenway	3	2	Flood; Evacuation	Moderate	Apex Parks and Recreation	\$304,750	County and Town	1-2 years	Carry Forward – In Progress	USACOE permitting then Bid and Construction

2022 Hazard Mitigation Action Plan Update

Action #	Description	Goal	Objective	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Estimated Cost	Potential Funding Sources	Implementation Schedule	2022 Status	Status Comments/ Explanation
NRP-5	During development review, ensure new development complies with floodplain development restrictions listed in UDO Section 6.2 Flood Damage Prevention Overlay District.	4	2	Flood	Moderate	Public Works & Transportation (Floodplain Administrator)	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
NRP-6	During development review, ensure new development complies with UDO stream buffer standards.	4	2	Flood	Moderate	Water Resources (Environmental Engineering Manager)	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
NRP-7	During development review, ensure SCMs are designed in accordance with State criteria to safely pass 100-year storm.	4	2	Flood	Moderate	Water Resources (Environmental Engineering Manager)	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity
Structural Projects											
SP-1	Improve communications abilities for emergency response by building new fiber optic internet infrastructure and replacing current radio systems. Set up dedicated fiber connections to Cary for their radios. 3-5 years from replacing radios for PD, Fire & PW.	2	1	All	Moderate	Police Dept; Fire Dept; Public Works; Information Technology	\$915,000	Town Funds	3-5 years	Carry Forward – In Progress	on-going work
SP-2	Build Jessie Drive to connect TenTen Rd and NC-55 - provide greater connectivity, faster emergency response times, and faster & safer evacuation.	3	2	All	Moderate	Public Works & Transportation	\$21 million	Town Funds	3-5 years	Carry Forward – Not Started	
SP-3	Relocate Beaver Creek Sewer Line out of the creek.	3	2	Flood, Wildfire, Severe Winter Storm, Hurricane	Moderate	Water Resources (Utilities Engineering Manager)	\$1.5 million	Town Funds	3-5 years	Completed	
SP-3	Finish the SW Peakway loop connector road - provide greater connectivity, faster emergency response times, and faster & safer evacuation.	3	2	All	High	Public Works & Transportation	\$25 million	Town Funds	3-5 years	Carry Forward – In Progress	Design work is in progress
SP-4	Finish SE Peakway Loop connector road - provide greater connectivity, faster emergency response times, and faster & safer evacuation.	3	2	All	High	Public Works & Transportation	\$20 million	Town Funds	More than 5 years	Carry Forward – In Progress	Design work is in progress
SP-5	Construct Electric Substation #4 for North West Side of town (Jenks Rd/Hwy 64). This will allow systems redundancy in the event of major damages.	3	2	All Hazards	Moderate	Electric Department (Electric Utilities Director)	\$5 million	Town Funds	Ongoing – Next 5 years	New	Working on land acquisition
SP-6	Determine temporary storage site during for debris removal during disaster or storm cleanup	3	2	Hurricane, tornado, severe storm	Moderate	Public Works & Transportation	\$500,000	Town Funds	2-5 years	New	Beginning negotiations
SP-7	Changed location of the backup data disaster recovery site.	2	1	All: reduces risk of data loss during a disaster	Moderate	Information Technology	\$250,000	Town Funds	1-2 years	New	
SP-8	Stream relocation in Nature Park to prevent impact on sewer line.	3	2	Flood, Wildfire, Severe Winter Storm, Hurricane	Moderate	Water Resources (Environmental Engineering Manager)	\$690,000	Town Funds & NCLWF Grant	2-3 years	New	Currently in the surveying & permitting process
Emergency Services											
ES-1	Construct Public Safety Station #6	3	2	All Hazards	Moderate	Apex Fire Dept.	\$7 million	Town Funds	1-2 years	Carry Forward – In Progress	Under construction. Should be done by 2023
ES-2	Construct Public Safety Station #7	3	2	All Hazards	Moderate	Apex Fire Dept.	\$7 million	Town Funds	More than 5 years	Carry Forward	
ES-3	Relocate Fire Department Administration from its existing location because of the impacts of widening NC-55.	3	1	All Hazards	Moderate	Apex Fire Dept.	\$4 million	Town Funds	More than 5 years	Carry Forward	
ES-4	Keep Town website updated with information about Shearon Harris Siren Testing.	1	2	Radiological Incident	Moderate	Apex Public Information Officer	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	
ES-5	Send quarterly 5-mile radius customer list to Duke Energy for Tone Alert Radios to be delivered to customers.	1	2	Radiological Incident	Moderate	Electric Department (Programs & Technology Coordinator)	Staff Time	Town Funds	Ongoing	New – On-going	On-going
ES-6	Create a situational awareness dashboard in the Emergency Operations Center.	2	2	All Hazards	Moderate	Apex Fire Dept.	Staff Time	Town Funds	2-3 years	New	
ES-7	Create a town wide plan for staging and distribution of resources and emergency services – location would need to be near a large park or similar	2	2	All Hazards	Moderate	Apex Fire Dept. & Apex Parks & Recreation	500,000	Town Funds	2-5 years	New	

2022 Hazard Mitigation Action Plan Update

Action #	Description	Goal	Objective	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Estimated Cost	Potential Funding Sources	Implementation Schedule	2022 Status	Status Comments/ Explanation
Public Education and Awareness											
PEA-1	Town website and utility billing announcing National Preparedness Month (September) reminding citizens to have a plan and be prepared.	1	1	All	Moderate	Administration (Communications Officer)	Less than \$100,000	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	On-going activity to be implemented annually
PEA-2	Include Environment Education Station and classroom at Nature Park.	1	1	All	Moderate	Apex Parks and Recreation	\$1,200,000	Town Funds	3-5 years	Carry Forward	
PEA-3	Post warning signage at local parks for lightning.	1	1	Severe Weather	Moderate	Apex Parks and Recreation	\$15,000	Town Funds	3-5 years	Carry Forward	New implementation schedule is 3-5 years
PEA-4	Hand out hazard educational materials at Apex festivals.	1	1	All	Moderate	Planning & Com. Dev. Dept. & Water Resources	Less than \$1,500	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	
PEA-5	Use Social Media to inform residents about local hazards.	1	1	All	Moderate	Apex Public Information Officer & Planning & Com. Dev. Dept.	Staff Time	Town Funds	Ongoing - Next 5 years	Carry Forward – On-going	



TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

NOTICE OF PUBLIC HEARING

WAKE COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments on the following amendments to the Wake County Multi-Jurisdictional Hazard Mitigation Plan:

Updates to the Town of Apex Action Plan based on current and proposed activities, inclusion of ongoing activities, and removal of completed projects.

Public Hearing Location: Apex Town Hall
73 Hunter Street, Apex, North Carolina
Council Chamber, 2nd Floor

Town Council Public Hearing Date and Time: June 28, 2022 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>. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Town Clerk, Allen L. Coleman (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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at <https://www.youtube.com/c/townofapexgov>.

All interested parties may appear at the public hearing and be heard with respect to the Wake County Multi-Jurisdictional Hazard Mitigation Plan. The current Wake County Multi-Jurisdictional Hazard Mitigation Plan can be viewed on the Town of Apex website at <http://www.apexnc.org/DocumentCenter/Home/View/6916>, inspected at the Apex Town Hall, or call 919-249-3426, Department of Planning and Community Development for further information.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: June 6, 2022 - June 28, 2022



TOWN OF APEX

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NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

Plan de Mitigación de Peligros Multi-Jurisdiccional del condado de Wake

Por la presente, se da aviso de una audiencia pública ante el Consejo Municipal del Ayuntamiento de Apex con el fin de solicitar comentarios en las siguientes enmiendas al Plan de Mitigación de Peligros Multi-Jurisdiccional del condado de Wake:

Actualizaciones al Plan de Acción del Ayuntamiento de Apex en base a las actividades actuales y propuestas, inclusión de actividades continuas y eliminación de proyectos completados.

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 del Consejo Municipal: 28 de junio de 2022 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>. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretario municipal, Allen Coleman (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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Todas las partes interesadas pueden asistir a la audiencia pública y presentar comentarios sobre el Plan de Mitigación de Peligros Multi-Jurisdiccional del condado de Wake. El Plan actual de Mitigación de Peligros Multi-Jurisdiccional del condado de Wake se puede consultar en el sitio web de Town of Apex: <http://www.apexnc.org/DocumentCenter/Home/View/6916>, inspeccionar en las instalaciones de la municipalidad Town Hall o bien, puede llamar al Departamento de Planificación y Desarrollo Comunitario al teléfono 919-249-3426 para recibir más información.

Dianne F. Khin, AICP
Directora de Planificación y Desarrollo Comunitario

Fechas de publicación: 6 de junio – 28 de junio de 2022



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Dianne F. Khin, AICP
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En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en 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 y Desarrollo Comunitario

Fechas de publicación: 6 de junio – 28 de junio de 2022

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 28, 2022

Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning and Community Development

Requested Motion

Public hearing and possible motion to approve an amendment to the 2045 Land Use Map.

Approval Recommended?

Planning and Community Development staff recommend approval of the proposed amendment.

The Planning Board unanimously recommended approval of the proposed amendment to add a new classification at their June 13, 2022 meeting, but suggested an alternate name.

Item Details

The proposed amendment is a change to the legend on the 2045 Land Use Map to add a Future Land Classification between Rural Density Residential and Low Density Residential. The classification corresponds with one dwelling unit per one acre. The new classification would also be added to the matrix comparing land use classifications and allowable zoning districts.

Attachments

- Staff report



STAFF REPORT

2045 Land Use Map Amendment

June 28, 2022 Town Council Meeting



The 2045 Land Use Map (2045 LUM) establishes the Town's long range vision for land use. It is not regulatory, but serves as guidance as the Town considers new development. The 2045 LUM was adopted in February 2019 and last amended on May 24, 2022. The 2045 LUM is available for viewing online at: www.apexnc.org/DocumentCenter/View/478. The Town Council will consider the proposed amendment to the 2045 LUM, hear comments from the public, and make a decision regarding potential adoption of the amendment.

The proposed amendment is a change to the legend to add a Future Land Classification titled "Rural Transition Residential" as shown in Figure 1. The classification corresponds with one dwelling unit per one acre. The new classification would also be added to the matrix comparing land use classifications and allowable zoning districts as shown in Figure 2.

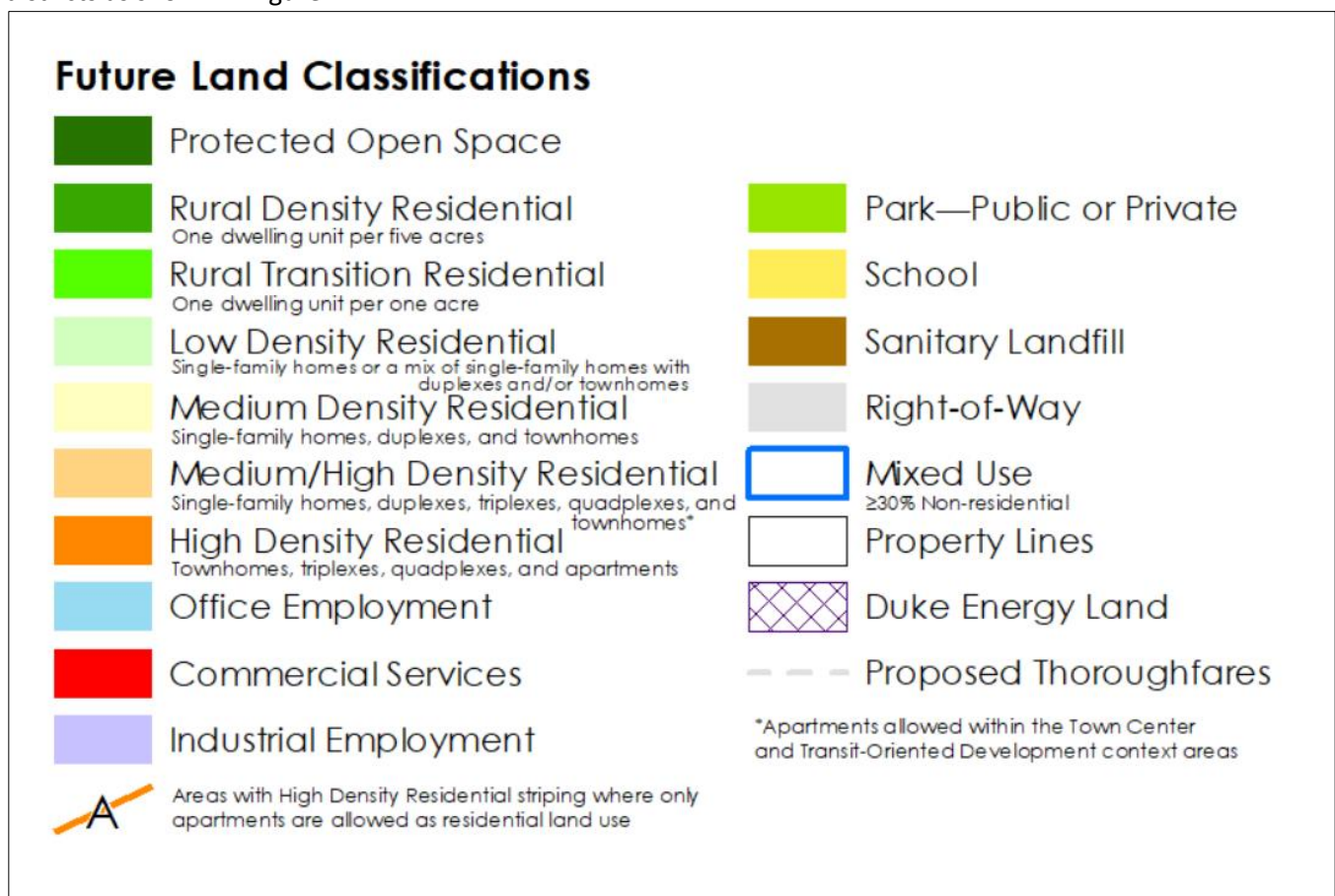


Figure 1. Proposed amendment to the 2045 Land Use Map legend

2045 Land Use Map Classification	Allowable Zoning Districts
Protected Open Space	CB
Rural Density Residential	CB, RA, PUD
Rural Transition Residential	CB, RR, PUD
Low Density Residential	CB, RR, LD, PUD
Medium Density Residential	CB, MD, PUD
Medium/High Density Residential	CB, MH, MHP, HDSF, HDMF†, PUD, TND
High Density Residential	CB, HDMF, PUD, TND
Office Employment	CB, O&I, MORR‡, TF, PUD, MEC
Commercial Services	CB, MORR‡, B1, B2, PC, PUD
Industrial Employment	CB, LI, TF, PUD, MEC
Park—Public or Private	Refer to Section 4.2 <i>Use Table</i> , in the Town of Apex Unified Development Ordinance, for zoning districts where recreational uses are allowable
School	Refer to Section 4.2 <i>Use Table</i> , in the Town of Apex Unified Development Ordinance, for zoning districts where school uses are allowable
Sanitary Landfill	LI
Mixed Use (multicolor striped areas with ≥3 uses)	CB, MORR, SD, and the corresponding zoning districts for the classifications in the striped area
† The HDMF district is allowed only within the Town Center and Transit-Oriented Development context areas. ‡ MORR inside the Town's corporate limits: The MORR district is only allowed where office, residential, or commercial uses are depicted by a striped area that includes both residential and non-residential land use classifications. Retail uses may be limited in areas where the striped area includes Office Employment but not Commercial Services. MORR outside the Town's corporate limits: The MORR district is allowed for existing homes petitioning to come into the corporate limits in areas depicted as non-residential only; residential densities may be limited. For properties without existing homes, the MORR district is only allowed where office, residential, or commercial uses are depicted by a striped area that includes both residential and non-residential land use classifications. Retail uses may be limited in areas where the striped area includes Office Employment but not Commercial Services.	

Figure 2. Proposed amendment to the 2045 Land Use Map matrix

The purpose of this amendment is to provide a classification between Rural Density Residential (one dwelling unit per five acres) and Low Density Residential (three dwelling units per one acre). It is anticipated this classification may be requested as a transition between more rural residential areas and low density residential areas. In particular, a Rural Transition Residential density may be appropriate where substantial infrastructure will need to be constructed. No map changes are being proactively proposed, rather requests will be considered as made.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends adoption of the proposed amendment to the 2045 Land Use Map.

PLANNING BOARD RECOMMENDATION:

The Planning Board considered the amendment at their June 13, 2022 meeting. They unanimously approved a recommendation to add the new classification, but suggested a different naming convention. Their recommendation is to rename the Rural Density Residential classification “Rural Density Residential 1” and to call the new classification “Rural Density Residential 2”. If Town Council chooses a numeric naming approach,

staff recommend calling the current “Rural Density Residential” classification “Rural Density Residential 5” to correspond with one dwelling unit per five acres, and the new classification “Rural Density Residential 1” to correspond with one dwelling unit per one acre.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 28, 2022

Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

Requested Motion

Conduct a public hearing and possible motion to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex the Westchest Commerical, LLC containing 3.641 acres located at 1408 and 1410 Zeno Road, Annexation No. 728 into the Town's corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- Annexation Ordinance
- Public Hearing Notice
- Legal Description
- Maps
- Annexation Petition





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. 2022-0510-12
ANNEXATION PETITION NO. #728
1408 and 1410 Zeno Road

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on June 28, 2022, after due notice by posting to the Town of Apex website, <https://www.apexnc.org/656/Legal-Ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

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

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on June 28, 2022. The survey plat that describes the annexed territory is that certain survey plat entitled Annexation Map for the Town of Apex (Property of Westchester Commercial LLC), dated January 10, 2022 - Revised March 8, 2022" and recorded in Book of Maps book number 2022 and page number [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 28th day of June, 2022.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

Beginning at an new iron pipe in the northern r/w of Zeno Road, said new iron pipe having NAO 83 (2011) coordinates N(y): 724,143.11 E(x): 2,038,466.34'; Thence leaving said r/w N 52°18'06" Ea distance of 489.69' to a new iron pipe; thence S 38°29'48" Ea distance of 32.81' to an existing iron pipe; thence S 02°18'34" W a distance of 193.75 to an existing iron pipe ;thence S 02°18'34" W a distance of 519.58' to an existing iron pipe located in the r/w of Zeno Road; thence along said r/w N 50°35'04" W a distance of 139.83' to a point, thence along said r/w N 39°44'34" W a distance of 292.05' to an Existing Iron Pipe, thence along said r/w N 33°53'26" W a distance of 151.35' to the point of beginning, having an area of 158,594 square feet, 3.641 acres

STATE OF NORTH CAROLINA

COUNTY OF WAKE

CLERK'S CERTIFICATION

I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No2022-0510-12, adopted at a meeting of the Town Council, on the 28th day of June, 2022, 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 28th day of June, 2022.

(SEAL)

Allen L. Coleman, CMC, NCCCC
Town Clerk

**Annexation
Legal Description for
"1408 & 1410 Zeno Road"**

BEGINNING at an new iron pipe in the northern r/w of Zeno Road, said new iron pipe having NAD 83 (2011) coordinates N(y): 724,143.11 E(x): 2,038,466.34'; Thence leaving said r/w N 52°18'06" E a distance of 489.69' to a new iron pipe; thence S 38°29'48" E a distance of 32.81' to an existing iron pipe; thence S 02°18'34" W a distance of 193.75 to an existing iron pipe ;thence S 02°18'34" W a distance of 519.58' to an existing iron pipe located in the r/w of Zeno Road; thence along said r/w N 50°35'04" W a distance of 139.83' to a point, thence along said r/w N 39°44'34" W a distance of 292.05' to an Existing Iron Pipe, thence along said r/w N 33°53'26" W a distance of 151.35' to the point of beginning, having an area of 158,594 square feet, 3.641 acres

I, JORDAN PARKER JR., certify that this plat was drawn under my supervision from an actual survey made under my supervision, (deed description recorded in Book 18846, page 940/943) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page N/A; that the ratio of precision or positional accuracy as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 8 day of MARCH A.D., 2022.

DocuSigned by:
Larry Jordan Parker, Jr.
Professional Land Surveyor
#PSDC1951A8410

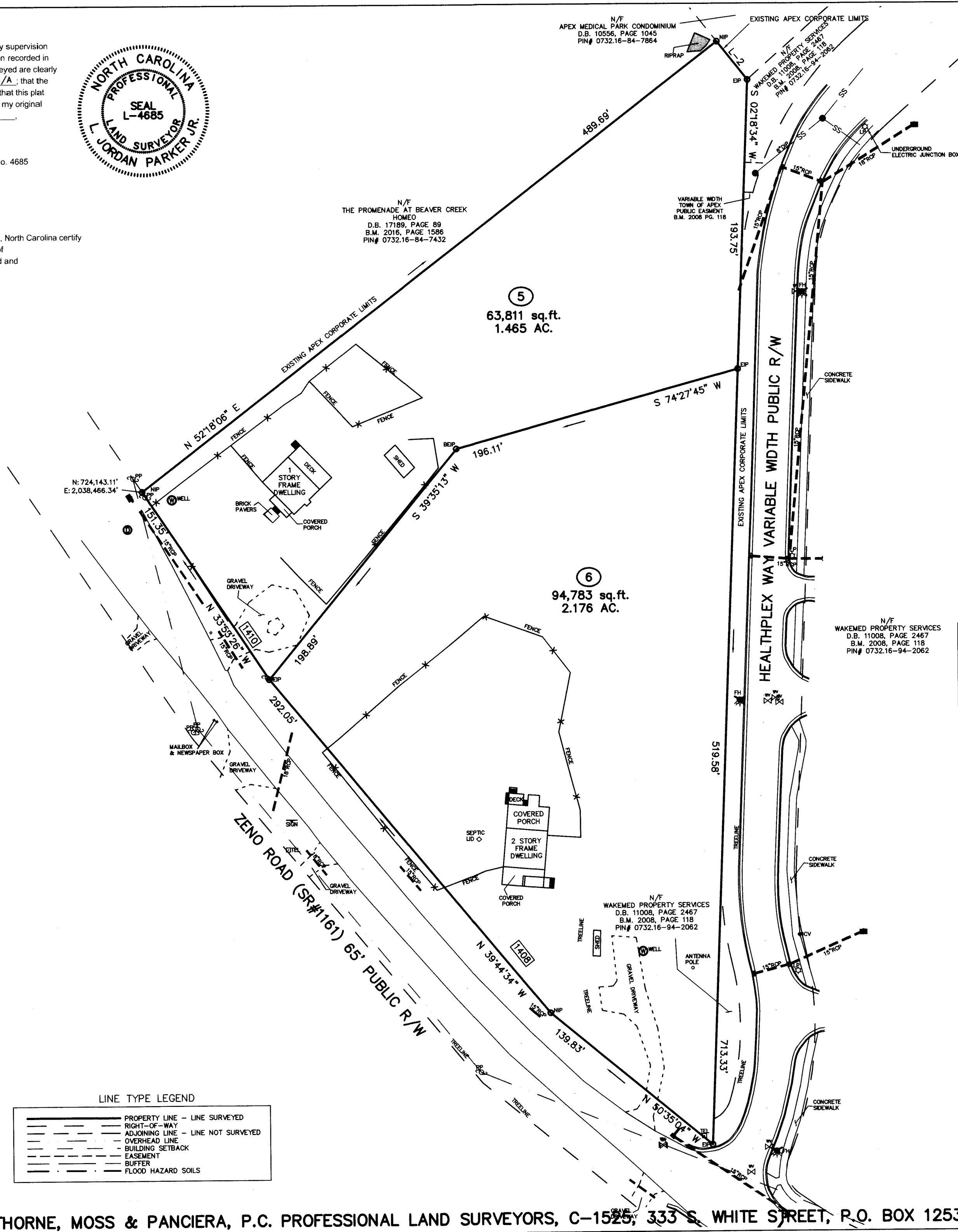
License No. 4685



Annexation # _____

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

_____, _____ Town Clerk



LINE TABLE		
LINE	BEARING	DISTANCE
L-2	S 38°29'48" E	32.81'

NOTES:

1. THIS PLAT SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
2. UNDERGROUND UTILITIES HAVE BEEN MARKED OR LOCATED FOR THIS PLAT.
3. ALL BEARINGS AND DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
4. ELEVATION DATUM IS BASED ON NAD 83.
5. ALL CONTOURS ARE AT 1' INTERVALS HIGHLIGHTED EVERY 5'.

LEGEND:

EIP - EXISTING IRON PIPE
EIB - EXISTING IRON BAR
BEIP - BENT IRON PIPE
BEIB - BENT IRON BAR
CM - CONCRETE MONUMENT
EPK - EXISTING PK NAIL
SPK - SET PK NAIL
NIP - NEW IRON PIPE SET
R/W - RIGHT OF WAY
CATV - CABLE TV BOX
EB - ELECTRIC BOX
TEL - TELEPHONE PEDESTAL
PP - POWER POLE
OHL - OVERHEAD LINE
LP - LIGHT POLE
WM - WATER METER
WV - WATER VALVE
CO - SEWER CLEAN-OUT
CC - CONCRETE
CB - CATCH BASIN
MH - MANHOLE
FH - FIRE HYDRANT

SITE DATA TABLE

TOTAL LOT 5 AREA - 63,811 S.F./1.465 AC.
TOTAL LOT 6 AREA - 94,783 S.F./2.176 AC.
TOTAL AREA TO BE ANNEXED - 158,594 S.F./ 3.641 AC.

ANNEXATION MAP FOR

TOWN OF APEX

1410 ZENO ROAD
LOT 5, PROPERTY OF ED C. HALEY
OWNER: WESTCHESTER COMMERCIAL, LLC
REF: D.B. 18846, PAGE 940
REF: B.M. 1981, PAGE 519
PIN #0732.16-84-6294

1408 ZENO ROAD
LOT 6, PROPERTY OF ED C. HALEY
OWNER: WESTCHESTER COMMERCIAL, LLC
REF: D.B. 18846, PAGE 943
REF: B.M. 1981, PAGE 519
PIN #0732.16-84-7050

WHITE OAK TOWNSHIP
WAKE COUNTY, NORTH CAROLINA

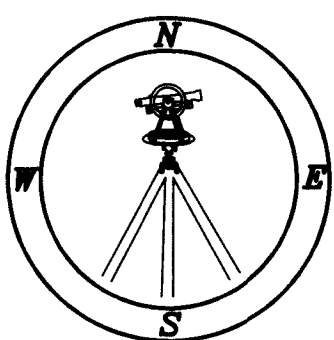


SCALE 1"=50'

JANUARY 10, 2022
REVISED MARCH 8, 2022
ZONED O&I-CU



VICINITY MAP



CMP

CAWTHORNE, MOSS & PANCIERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148



TOWN OF APEX
OFFICE OF THE TOWN CLERK

PO Box 250, Apex, North Carolina 27502
Phone (919) 249-1260 Fax (919) 249-3305
E-mail: allen.coleman@apexnc.org

PUBLIC NOTICE

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 28th day of June, 2022, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition #728
1408 and 1410 Zeno Road

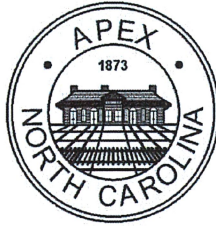


Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at allen.coleman@apexnc.org. Please use subject line "Annexation Petition No. 728" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, June 28, 2022.

Questions should be directed to the Town Clerk Allen Coleman at allen.coleman@apexnc.org or 919-249-1260.

Allen L. Coleman, CMC, NCCCC
Town Clerk

Post dates June 17, 2022 through June 28, 2022



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

Annexation Petition #728
1408 and 1410 Zeno Road

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;

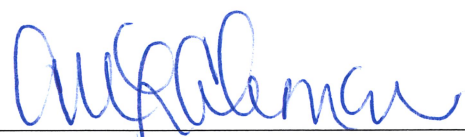
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of her investigation.

This the 14th day of June, 2022.

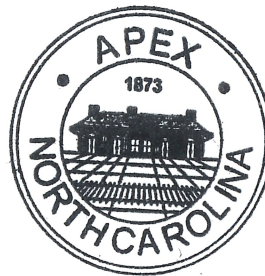


Jacques K. Gilbert
Mayor

ATTEST:



Allen L. Coleman, CMC, NCCCC
Town Clerk





CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #728
1408 and 1410 Zeno Road

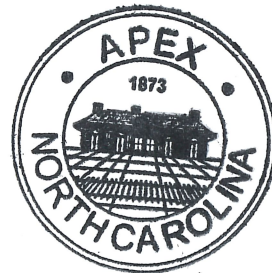
To: The Town Council of the Town of Apex, North Carolina

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 14th day of June, 2022.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)





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

Annexation Petition #728
1408 and 1410 Zeno Road

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 28th day of June, 2022.

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

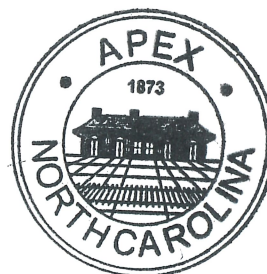
Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 14th day of June, 2022.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



Attachment: Legal Description

**Annexation
Legal Description for
"1408 & 1410 Zeno Road"**

BEGINNING at an new iron pipe in the northern r/w of Zeno Road, said new iron pipe having NAD 83 (2011) coordinates N(y): 724,143.11 E(x): 2,038,466.34'; Thence leaving said r/w N 52°18'06" E a distance of 489.69' to a new iron pipe; thence S 38°29'48" E a distance of 32.81' to an existing iron pipe; thence S 02°18'34" W a distance of 193.75 to an existing iron pipe ;thence S 02°18'34" W a distance of 519.58' to an existing iron pipe located in the r/w of Zeno Road; thence along said r/w N 50°35'04" W a distance of 139.83' to a point, thence along said r/w N 39°44'34" W a distance of 292.05' to an Existing Iron Pipe, thence along said r/w N 33°53'26" W a distance of 151.35' to the point of beginning, having an area of 158,594 square feet, 3.641 acres

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$200.00

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee

ELECTRONIC SUBMITTAL REQUIREMENTS: [IDT Plans](#)

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Department of Planning and Community Development and upload an electronic copy of the application, legal description and Annexation Plat via [IDT Plans](#).
- **REVIEW BY STAFF:** The Planning and Community Development Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) Mylar annexation plats to the Department of Planning and Community Development by the due date on the attached Annexation Schedule.
- **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 Department of Planning and Community Development, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Director Michael Deaton at 919-249-3413 or michael.deaton@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____

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

Westchester Commercial, LLC

0732847050

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919-633-0681

SONIA@WPPRALEIGH.COM

Phone

E-mail Address

Westchester Commercial, LLC

0732846294

Owner Name (Please Print)

Property PIN or Deed Book & Page #

919-633-0681

SONIA@WPPRALEIGH.COM

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Cawthorne, Moss & Panciera, PC

Phone: (919) 556-3148

Fax: (919) 554-1370

E-mail Address: jordan@cmppls.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	3.641	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:		Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	2	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	0	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	O & I (CU)	Receive Town Services	<input checked="" type="checkbox"/>

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

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

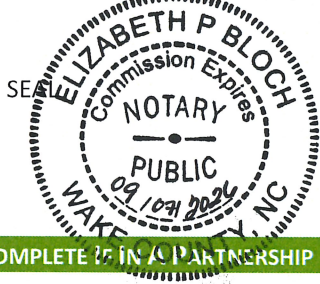
Name of Limited Liability Company WESTCHESTER COMMERCIAL, LLC

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County, this the 14th day of February, 2022.



Notary Public

My Commission Expires: 9/7/2026

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

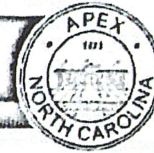
Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the ____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$200.00

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee

ELECTRONIC SUBMITTAL REQUIREMENTS: IDT Plans

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Department of Planning and Community Development and upload an electronic copy of the application, legal description and Annexation Plat via IDT Plans.
- **REVIEW BY STAFF:** The Planning and Community Development Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) Mylar annexation plats to the Department of Planning and Community Development by the due date on the attached Annexation Schedule.
- **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 Department of Planning and Community Development, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Director Michael Deaton at 919-249-3413 or michael.deaton@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: _____ 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

Westchester Commercial, LLC	0732847050
Owner Name (Please Print)	Property PIN or Deed Book & Page #
1919-633-0681	SONIA@WPPRALEIGH.COM
Phone	E-mail Address
Westchester Commercial, LLC	0732846294
Owner Name (Please Print)	Property PIN or Deed Book & Page #
1919-633-0681	SONIA@WPPRALEIGH.COM
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

SURVEYOR INFORMATION

Surveyor: Cawthorne, Moss & Panciera, PC
Phone: (919) 556-3148 Fax: (919) 554-1370
E-mail Address: jordan@cmppls.com

ANNEXATION SUMMARY CHART

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>3.641</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: _____	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>2</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>0</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>O & I (CU)</u>	Receive Town Services <input checked="" type="checkbox"/>

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

SONIA DASWANI

Please Print

Sonia Daswani

Signature

Please Print

Signature

Please Print

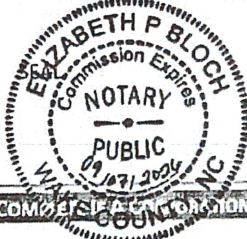
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County,
this the 13th day of January, 2022



Elizabeth Bloch

Notary Public

My Commission Expires: 9/7/2026

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

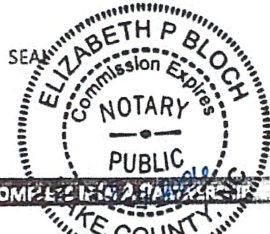
In witness whereof, Westchester Commercial LLC, a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 11 day of January, 2022.

Name of Limited Liability Company Westchester Commercial LLC

By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Elizabeth Bloch, a Notary Public for the above State and County, this the 11th day of January, 2022.



[Signature]
Notary Public

My Commission Expires: 09/07/2024

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 28, 2022

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance (UDO).

Approval Recommended?

The Planning and Community Development Department recommends approval. The Planning Board heard these amendments at their June 13, 2022 meeting and unanimously recommended approval.

Item Details

Summary of UDO Amendments:

Requested by Planning Committee of Town Council:

1. Amendments to Sec. 8.1.6 *Retaining Structures* in order to provide standards for retaining structures associated with walk-out basements.

Requested by Planning Staff and Inspections Staff:

2. Amendment to Table 5.2.2.B.4 *Permitted Encroachments into Required Setbacks* in order to remove HVAC and mechanical units from the appurtenances section and to allow them to be placed anywhere in the side yard or rear yard to be consistent with state building code provisions.

Requested by Planning Staff:

3. Amendments to Secs. 4.3.2.N *Use Classifications, Public and Civic Uses*; 4.3.5.G *Use Classifications, Retail Sales and Service*; and 4.4.5.G *Supplemental Standards, Commercial Uses, Retail Sales and Service* in order to allow "pet crematory" as an accessory use in "Kennel", "Pet services", and "Veterinary Clinic or Hospital".
4. Amendments to Sec. 4.5.6.C *Accessory Apartment* in order to allow accessory apartments outside of the Small Town Character Overlay District to be up to 40% of the heated square footage of the principal single-family dwelling.
5. Amendment to Table 8.3-1: Off-Street Parking Schedule "A" in order to remove "outdoor" from the use "Kennel, outdoor" in order to be consistent with the "Kennel" use listed in Article 4: Use Regulations.

6. Amendment to Sec. 8.3.6 *Parking Lot Design Standards* in order to specify when wheel stops are required in parking lots and to provide an exception to the standard concrete wheel stop on historic properties with gravel parking.

Attachments

- Staff Report
- Planning Board Report to Town Council
- Public Notice
- Ordinance



STAFF REPORT

Amendments to the Unified Development Ordinance

June 28, 2022 Town Council Meeting



Requested by Planning Committee:

1. Amendments to Sec. 8.1.6 *Retaining Structures* in order to provide standards for retaining structures associated with walk-out basements.

8.1.6 Retaining Structures

Retaining structures are permitted as elements of site design and shall meet the following requirements:

- A) Retaining structures providing a cumulative vertical relief greater than five (5) feet in height within a horizontal distance of 50 feet or less must be designed, inspected, and certified by a licensed professional engineer. Additionally, retaining structures meeting this provision must be constructed under a building permit from the Building Inspections and Permitting Department.
- B) All grading and support structures associated with the retaining structure shall not encroach into any required buffer or protected area (such as, but not limited to, RCA and critical root zones of buffer trees), and shall be contained entirely on site.
- C) Retaining structures **that are not associated with walkout basements** on land developed for single-family and duplex residences shall not exceed six (6) feet in height and shall not exceed two (2), six (6) feet tall terraced sections.
- D) **Retaining structures associated with walkout basements on land developed for single-family and duplex residences shall not exceed the first floor finished floor elevation and shall not encroach into any required setback.**
- ~~D)~~ **E)** Terraced sections must be spaced a minimum of three (3) feet horizontally to allow for planting of small shrubs and groundcovers between the terraces.
- ~~E)~~ **F)** Wood lag retaining structures shall be prohibited for all uses.
- ~~F)~~ **G)** Retaining structure materials must meet one of the following standards:
 - 1) *Permitted Materials*
 - i) Single-family residential lots shall use either wood or masonry materials.
 - ii) For all locations other than single-family lots, masonry materials shall be used.
 - 2) *Permitted Colors*
 - i) Segmental masonry retaining structure materials must be an integrally tinted medium or dark brown or rust color.
 - ii) Gravity and cast in place 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.

Requested by Planning Staff and Inspections Staff:

2. Amendment to Table 5.2.2.B.4 *Permitted Encroachments into Required Setbacks* in order to remove HVAC and mechanical units from the appurtenances section and to allow them to be placed anywhere in the side yard or rear yard to be consistent with state building code provisions.

Table 5.2.2.B.4 Permitted Encroachments into Required Setbacks

Feature	Similar or Example Feature	Encroachments into Front Building Setbacks	Encroachments into Side Building Setbacks	Encroachments into Rear Building Setbacks
Attached decks	-	-	-	50% into rear building setback.
Patios	Terrace	-	Up to 5' from the side property line.	Up to 5' from the rear property line.
Unenclosed porches	-	50% into front building setback.	-	50% into rear building setback.
Enclosed porches	Sunrooms, screened or glassed-in rooms	-	-	50% into rear building setback.
Cantilevers	-	6' into required front or rear yard setback but no closer than 3' from any property line.	Cantilevers shall not encroach into the side yard setbacks.	6' into required front or rear yard setback but no closer than 3' from any property line.
<u>HVAC and mechanical units</u>	-	-	<u>Anywhere in the side yard as long as all applicable building codes are met.</u>	<u>Anywhere in the rear yard as long as all applicable building codes are met.</u>
Appurtenances	Including, but not limited to: <ul style="list-style-type: none"> Balconies Bay windows Chimneys (including cantilevered) Cornices Eaves Fire escapes HVAC, mechanical units, & solar energy systems Ornamental features Sills Steps 	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.

Requested by Planning Staff:

3. **Amendments to Secs. 4.3.2.N *Use Classifications, Public and Civic Uses*; 4.3.5.G *Use Classifications, Retail Sales and Service*; and 4.4.5.G *Supplemental Standards, Commercial Uses, Retail Sales and Service* in order to allow “pet crematory” as an accessory use in “Kennel”, “Pet services”, and “Veterinary Clinic or Hospital”.**

4.3.2 *Public and Civic Uses*

...

N) *Veterinary Clinic or Hospital*

An establishment primarily engaged in providing medical care and treatment for animals, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels are maintained in a completely enclosed soundproof building and that the veterinary clinic or hospital is operated in such a way as to produce no objectionable odors outside its walls.

Such use may also include a pet crematory.

4.3.5 *Commercial Uses*

...

G) *Retail Sales and Service*

...

- 18) *Kennel*. Any enclosed building used, designed, or arranged to facilitate the breeding, raising, boarding, or care of such domesticated animals as dogs and cats, not necessarily owned by the occupants of the premises. Such use may also include outdoor exercise and bathroom areas **and/or a pet crematory.**

...

- 36) *Pet services*. An indoor establishment primarily engaged in services provided to live companion pets which include but are not limited to: pet day spa, pet grooming, pet daycare with no outdoor play area, pet training, pet photography, leg banding, microchip services, **pet crematory**, and other **pet**-related uses.

4.4.5 *Supplemental Standards, Commercial Uses*

...

G) *Retail Sales and Service*

...

- 17) *Pet services*. Pet services shall comply with the following:

- a) Services shall be limited to live companion animals, including but not limited to dogs, cats, birds, small reptiles, small rodents, and fish;

...

4. **Amendments to Sec. 4.5.6.C *Accessory Apartment* in order to allow accessory apartments outside of the Small Town Character Overlay District to be up to 40% of the heated square footage of the principal single-family dwelling.**

4.5.6 *Accessory Apartment*

...

C) *Detached – Accessory to Single-Family*

- 1) ~~Outside of the Small Town Character Overlay District where the parcel is less than 10 acres accessory apartments shall be no larger than 1,000 heated square feet in size.~~

- 2) **1)** Outside of the Small Town Character Overlay District ~~where the parcel is 10 or more acres,~~ accessory apartments shall be no larger than 40% of the heated square footage of the principal single-family dwelling.
- 3) **2)** Inside the Small Town Character Overlay District accessory apartments shall be no larger than 50% of the heated square footage of the principal single-family dwelling or be larger than 1,000 heated square feet in size, whichever is smaller.

5. **Amendment to Table 8.3-1: *Off-Street Parking Schedule “A”* in order to remove “outdoor” from the use “Kennel, outdoor” in order to be consistent with the “Kennel” use listed in Article 4: *Use Regulations*.**

Table 8.3-1: Off-Street Parking Schedule “A”

Use	Minimum Number of Motor Vehicle Spaces Required	Minimum Number of Bicycle Spaces Required
Kennel, outdoor	Schedule B	2 spaces

6. **Amendment to Sec. 8.3.6 *Parking Lot Design Standards* in order to specify when wheel stops are required in parking lots and to provide an exception to the standard concrete wheel stop on historic properties with gravel parking.**

8.3.6 Parking Lot Design Standards

...

C) **Markings and Wheel Stops**

- 1) Each required off-street parking space and off-street parking facility shall be identified by surface markings and shall be maintained in a manner so as to be readily visible and accessible at all times, except during periods of snow. Such markings shall be arranged to provide for orderly and safe loading, unloading, parking, and storage of vehicles. Markings required to be maintained in a highly visible condition include striping, directional arrows, lettering on signs, and handicapped-area designations. All paved parking spaces shall be striped white. Such striping shall be a minimum of four (4) inches wide.
- 2) One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a street shall be marked with a traffic separation stripe the length of the access. This requirement does not apply to aisles.
- 3) **Wheel stops are required in parking lots where necessary to provide delineation between parking spaces and walkways and to protect landscaping, EV parking structures, and buildings. Wheel stops shall comply with the Town of Apex Standard Specifications and Standard Details for “Curb Stops”, except where exempted in Sec. 8.3.6.D.1.c *Surfacing and Maintenance, Uses associated with Landmark and other historic structures.***

D) ***Surfacing and Maintenance***

All off-street parking areas shall be paved and kept in a dust-free condition at all times. Permeable pavement, if used, shall comply with the North Carolina Department of

Environmental Quality's Minimum Design Criteria in the NCDEQ Stormwater Design Manual.

4) *Exceptions*

Parking for the following shall be gravel or paved and kept in a dust-free condition at all times:

- a) All uses in the CB Conservation Buffer zoning district;
- b) Athletic Fields only under the category of Entertainment, Outdoor where allowed;
- c) Uses associated with Landmark and other historic structures. Exposed aggregate concrete, or similar, may be used for paving and railroad ties or landscape timbers may be used in lieu of concrete wheel stops; and
- d) Land clearing and inert debris landfills.

5) Gravel parking shall at a minimum meet the following specifications:

- a) Compacted Subgrade;
- b) 6 Inches Aggregate Base Course;
- c) 1.5 Inches #78M Stone; and
- d) Drive aisles must be repaired or replaced with #78M Stone every six (6) months.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of the proposed UDO amendments.

PLANNING BOARD RECOMMENDATION:

The Planning Board heard these amendments at their June 13, 2022 meeting and unanimously recommended approval.

PLANNING BOARD REPORT TO TOWN COUNCIL
Unified Development Ordinance Amendments

Planning Board Meeting Date: June 13, 2022



Report Requirements:

Per NCGS §160D-604, 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.

Planning Board Recommendation:

Motion: To approve UDO amendments as presented.

Introduced by Planning Board member: Tina Sherman

Seconded by Planning Board member: Tim Royal

- ☒ Approval of the proposed UDO amendment(s)
☐ Approval of the proposed UDO amendment(s) with the following conditions:

☐ Denial of the proposed UDO amendment(s)

With 6 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 13th day of June 2022.

Attest:

Reginald Skinner, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin
Date: 2022.06.13 17:09:36
-04'00'

Dianne Khin, Director of Planning and
Community Development



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Pursuant to the provisions of North Carolina General Statutes §160D-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Committee of Town Council:

1. Amendments to Sec. 8.1.6 *Retaining Structures* in order to provide standards for retaining structures associated with walk-out basements.

Requested by Planning Staff and Inspections Staff:

2. Amendment to Table 5.2.2.B.4 *Permitted Encroachments into Required Setbacks* in order to remove HVAC and mechanical units from the appurtenances section and to allow them to be placed anywhere in the side yard or rear yard to be consistent with state building code provisions.

Requested by Planning Staff:

3. Amendments to Secs. 4.3.2.N *Use Classifications, Public and Civic Uses*; 4.3.5.G *Use Classifications, Retail Sales and Service*; and 4.4.5.G *Supplemental Standards, Commercial Uses, Retail Sales and Service* in order to allow "pet crematory" as an accessory use in "Kennel", "Pet services", and "Veterinary Clinic or Hospital".
4. Amendments to Sec. 4.5.6.C *Accessory Apartment* in order to allow accessory apartments outside of the Small Town Character Overlay District to be up to 40% of the heated square footage of the principal single-family dwelling.
5. Amendment to Table 8.3-1: *Off-Street Parking Schedule "A"* in order to remove "outdoor" from the use "Kennel, outdoor" in order to be consistent with the "Kennel" use listed in Article 4: *Use Regulations*.
6. Amendment to Sec. 8.3.6 *Parking Lot Design Standards* in order to specify when wheel stops are required in parking lots and to provide an exception to the standard concrete wheel stop on historic properties with gravel parking.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: June 28, 2022 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>. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at <https://www.youtube.com/c/townofapexgov>.

The UDO can be accessed online at: <http://www.apexnc.org/233>.



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

modificación de la Ordenanza de Desarrollo Unificado (UDO)

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 a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado:

Solicitado por el Consejo de Planificación del Ayuntamiento:

1. Enmiendas a la Sección 8.1.6 *Estructuras de contención* a fin de proporcionar estándares para estructuras de contención asociadas con sótanos de salida.

A solicitud del personal de planificación y el personal de inspecciones:

2. Modificación a la tabla 5.2.2.B.4 *Invasiones permitidas en distancias requeridas* para eliminar las unidades mecánicas y de calefacción y aire acondicionado de la sección de anexidades y permitir que se coloquen en cualquier lugar en el patio lateral o el patio trasero para que sean consistentes con las disposiciones del código de construcción estatal.

Solicitado por el personal de planificación:

3. Enmiendas a las secciones 4.3.2.N *Clasificaciones de Uso, Usos Públicos y Cívicos*; 4.3.5.G *Clasificaciones de Uso, Ventas Minoristas y Servicio*; y 4.4.5.G *Normas Complementarias, Usos Comerciales, Ventas Minoristas y Servicio para permitir el "crematorio de mascotas" como un uso adicional en "Guardería de animales", "Servicios para mascotas" y "Clínica u Hospital Veterinario"*.
4. Enmiendas a las Secciones 4.5.6.C *Apartamento Secundario* a fin de permitir que los apartamentos secundarios fuera del Distrito de Superposición de Carácter de Pueblo puedan tener hasta un 40% de espacio en pies cuadrados con calefacción en relación con la vivienda unifamiliar principal.
5. Modificación a la Tabla 8.3-1: *Esquema de estacionamiento fuera de la calle "A"* a fin de eliminar "al aire libre" del uso de "Guardería de animales, al aire libre" para ser consistente con el uso de "Guardería de animales" que figura en el artículo 4: *Regulaciones de uso*.
6. Enmiendas a la Sección 8.3.6 *Estándares en el diseño de estacionamientos* a fin de especificar cuándo se obliga el uso de bases para detener las llantas en estacionamientos y ofrecer una excepción en el uso de bases estándares de concreto para detener llantas en propiedades consideradas históricas con estacionamiento de terreno con grava.

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 del Consejo Municipal: 28 de junio de 2022 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>. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Se puede acceder a la UDO en línea en: <http://www.apexnc.org/233>.



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

modificación de la Ordenanza
de Desarrollo Unificado (UDO)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §1600-602 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 a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado:

Solicitado por el Consejo de Planificación del Ayuntamiento:

1. Enmiendas a la Sección 8.1.6 *Estructuras de contención* a fin de proporcionar estándares para estructuras de contención asociadas con sótanos de salida.

A solicitud del personal de planificación y el personal de inspecciones:

2. Modificación a la tabla 5.2.2.B.4 *Invasiones permitidas en distancias requeridas* para eliminar las unidades mecánicas y de calefacción y aire acondicionado de la sección de anexidades y permitir que se coloquen en cualquier lugar en el patio lateral o el patio trasero para que sean consistentes con las disposiciones del código de construcción estatal.

Solicitado por el personal de planificación:

3. Enmiendas a las secciones 4.3.2.N *Clasificaciones de Uso, Usos Públicos y Cívicas*; 4.3.5.G *Clasificaciones de Uso, Ventas Minoristas y Servicio*; y 4.4.5.G *Normas Complementarias, Usos Comerciales, Ventas Minoristas y Servicio para permitir el "crematorio de mascotas" como un uso adicional en "Guardería de animales", "Servicios para mascotas" y "Clínica u Hospital Veterinario"*.
4. Enmiendas a las Secciones 4.5.6.C *Apartamento Secundario* a fin de permitir que los apartamentos secundarios fuera del Distrito de Superposición de Carácter de Pueblo puedan tener hasta un 40% de espacio en pies cuadrados con calefacción en relación con la vivienda unifamiliar principal.
5. Modificación a la Tabla 8.3-1: *Esquema de estacionamiento fuera de la calle "A"* a fin de eliminar "al aire libre" del uso de "Guardería de animales, al aire libre" para ser consistente con el uso de "Guardería de animales" que figura en el artículo 4: *Regulaciones de uso*.
6. Enmiendas a la Sección 8.3.6 *Estándares en el diseño de estacionamientos* a fin de especificar cuándo se obliga el uso de bases para detener las llantas en estacionamientos y ofrecer una excepción en el uso de bases estándares de concreto para detener llantas en propiedades consideradas históricas con estacionamiento de terreno con grava.

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 del Consejo Municipal: 28 de junio de 2022 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>. Por favor visite www.apexnc.org el día de la reunión para confirmar si la reunión se llevará a cabo de manera presencial o remotamente.

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.

En caso de que la reunión del Consejo Municipal se lleve a cabo remotamente o que por lo menos uno de los miembros asista virtualmente, se permite presentar comentarios por escrito hasta 24 horas antes de la hora programada de la reunión según los estatutos de Carolina del Norte NCGS §166A-19.24 siguiendo los métodos especificados anteriormente. Las reuniones virtuales se pueden seguir en la transmisión en directo por YouTube a través del siguiente enlace: <https://www.youtube.com/c/townofapexgov>.

Se puede acceder a la UDO en línea en: <http://www.apexnc.org>

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TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Pursuant to the provisions of North Carolina General Statutes §1600-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Committee of Town Council:

1. Amendments to Sec. 8.1.6 *Retaining Structures* in order to provide standards for retaining structures associated with walk-out basements.

Requested by Planning Staff and Inspections Staff:

2. Amendment to Table 5.2.2.B.4 *Permitted Encroachments into Required Setbacks* in order to remove HVAC and mechanical units from the appurtenances section and to allow them to be placed anywhere in the side yard or rear yard to be consistent with state building code provisions.

Requested by Planning Staff:

3. Amendments to Secs. 4.3.2.N *Use Classifications, Public and Civic Uses*; 4.3.5.G *Use Classifications, Retail Sales and Service*; and 4.4.5.G *Supplemental Standards, Commercial Uses, Retail Sales and Service* in order to allow "pet crematory" as an accessory use in "Kennel", "Pet services", and "Veterinary Clinic or Hospital".
4. Amendments to Sec. 4.5.6.C *Accessory Apartment* in order to allow accessory apartments outside of the Small Town Character Overlay District to be up to 40% of the heated square footage of the principal single-family dwelling.
5. Amendment to Table 8.3-1: *Off-Street Parking Schedule "A"* in order to remove "outdoor" from the use "Kennel, outdoor" in order to be consistent with the "Kennel" use listed in Article 4: *Use Regulations*.
6. Amendment to Sec. 8.3.6 *Parking Lot Design Standards* in order to specify when wheel stops are required in parking lots and to provide an exception to the standard concrete wheel stop on historic properties with gravel parking.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: June 28, 2022 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>. Please visit www.apexnc.org on the day of the meeting to confirm whether the meeting will be held in-person or remotely.

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 members prior to their vote. Please include the Public Hearing name in the subject line.

In the event that the Town Council meeting is held remotely or with at least one member attending virtually, written comments may be submitted up to 24 hours prior to the scheduled time of the meeting per NCGS §166A-19.24 according to the methods specified above. Virtual meetings may be viewed via the Town's YouTube livestream at <https://www.youtube.com/c/townofapexgov>.

The UDO can be accessed online at: <http://www.apexnc.org/733>.

Published Dates: June 3-28, 2022

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED by the Town Council of the Town of Apex as follows:

Section 1. Section 8.1.6 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

8.1.6 Retaining Structures

Retaining structures are permitted as elements of site design and shall meet the following requirements:

- A) Retaining structures providing a cumulative vertical relief greater than five (5) feet in height within a horizontal distance of 50 feet or less must be designed, inspected, and certified by a licensed professional engineer. Additionally, retaining structures meeting this provision must be constructed under a building permit from the Building Inspections and Permitting Department.
- B) All grading and support structures associated with the retaining structure shall not encroach into any required buffer or protected area (such as, but not limited to, RCA and critical root zones of buffer trees), and shall be contained entirely on site.
- C) Retaining structures **that are not associated with walkout basements** on land developed for single-family and duplex residences shall not exceed six (6) feet in height and shall not exceed two (2), six (6) feet tall terraced sections.
- D) **Retaining structures associated with walkout basements on land developed for single-family and duplex residences shall not exceed the first floor finished floor elevation and shall not encroach into any required setback.**
- ~~D) E)~~ Terraced sections must be spaced a minimum of three (3) feet horizontally to allow for planting of small shrubs and groundcovers between the terraces.
- ~~E) F)~~ Wood lag retaining structures shall be prohibited for all uses.
- ~~F) G)~~ Retaining structure materials must meet one of the following standards:
 - 1) *Permitted Materials*
 - i) Single-family residential lots shall use either wood or masonry materials.
 - ii) For all locations other than single-family lots, masonry materials shall be used.
 - 2) *Permitted Colors*
 - i) Segmental masonry retaining structure materials must be an integrally tinted medium or dark brown or rust color.
 - ii) Gravity and cast in place 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.

Section 2. Table 5.2.2.B.4 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

Table 5.2.2.B.4 Permitted Encroachments into Required Setbacks

Feature	Similar or Example Feature	Encroachments into Front Building Setbacks	Encroachments into Side Building Setbacks	Encroachments into Rear Building Setbacks
Attached decks	-	-	-	50% into rear building setback.
Patios	Terrace	-	Up to 5' from the side property line.	Up to 5' from the rear property line.
Unenclosed porches	-	50% into front building setback.	-	50% into rear building setback.
Enclosed porches	Sunrooms, screened or glassed-in rooms	-	-	50% into rear building setback.
Cantilevers	-	6' into required front or rear yard setback but no closer than 3' from any property line.	Cantilevers shall not encroach into the side yard setbacks.	6' into required front or rear yard setback but no closer than 3' from any property line.
<u>HVAC and mechanical units</u>	-	-	<u>Anywhere in the side yard as long as all applicable building codes are met.</u>	<u>Anywhere in the rear yard as long as all applicable building codes are met.</u>
Appurtenances	Including, but not limited to: <ul style="list-style-type: none"> Balconies Bay windows Chimneys (including cantilevered) Cornices Eaves Fire escapes HVAC, mechanical units, & solar energy systems Ornamental features Sills Steps 	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.	3' into any required setback, provided that they are no closer than 3' to any property line, meet all applicable fire and building codes, and do not encroach into any required buffer.

Section 3. Sections 4.3.2.N, 4.3.5.G, and 4.4.5.G of the Unified Development Ordinance are amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

4.3.2 Public and Civic Uses

...

N) *Veterinary Clinic or Hospital*

An establishment primarily engaged in providing medical care and treatment for animals, provided that such hospital or clinic and any treatment rooms, cages, pens or kennels are maintained in a completely enclosed soundproof building and that the veterinary clinic or

hospital is operated in such a way as to produce no objectionable odors outside its walls.
Such use may also include a pet crematory.

4.3.5 Commercial Uses

...

G) Retail Sales and Service

...

- 18) *Kennel.* Any enclosed building used, designed, or arranged to facilitate the breeding, raising, boarding, or care of such domesticated animals as dogs and cats, not necessarily owned by the occupants of the premises. Such use may also include outdoor exercise and bathroom areas **and/or a pet crematory.**

...

- 36) *Pet services.* An indoor establishment primarily engaged in services provided to ~~live~~ companion pets which include but are not limited to: pet day spa, pet grooming, pet daycare with no outdoor play area, pet training, pet photography, leg banding, microchip services, **pet crematory,** and other **pet**-related uses.

4.4.5 Supplemental Standards, Commercial Uses

...

G) Retail Sales and Service

...

- 17) *Pet services.* Pet services shall comply with the following:

- a) Services shall be limited to ~~live~~ companion animals, including but not limited to dogs, cats, birds, small reptiles, small rodents, and fish;

...

Section 4. Section 4.5.6.C of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

4.5.6 Accessory Apartment

...

C) Detached – Accessory to Single-Family

- 1) ~~Outside of the Small Town Character Overlay District where the parcel is less than 10 acres accessory apartments shall be no larger than 1,000 heated square feet in size.~~
- 2) **1)** Outside of the Small Town Character Overlay District ~~where the parcel is 10 or more acres,~~ accessory apartments shall be no larger than 40% of the heated square footage of the principal single-family dwelling.
- 3) **2)** Inside the Small Town Character Overlay District accessory apartments shall be no larger than 50% of the heated square footage of the principal single-family dwelling or be larger than 1,000 heated square feet in size, whichever is smaller.

Section 5. Table 8.3-1 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

Table 8.3-1: Off-Street Parking Schedule "A"

Use	Minimum Number of Motor Vehicle Spaces Required	Minimum Number of Bicycle Spaces Required
Kennel, outdoor	Schedule B	2 spaces

Section 6. Section 8.3.6 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

8.3.6 Parking Lot Design Standards

...

C) **Markings and Wheel Stops**

- 1) Each required off-street parking space and off-street parking facility shall be identified by surface markings and shall be maintained in a manner so as to be readily visible and accessible at all times, except during periods of snow. Such markings shall be arranged to provide for orderly and safe loading, unloading, parking, and storage of vehicles. Markings required to be maintained in a highly visible condition include striping, directional arrows, lettering on signs, and handicapped-area designations. All paved parking spaces shall be striped white. Such striping shall be a minimum of four (4) inches wide.
- 2) One-way and two-way accesses into required parking facilities shall be identified by directional arrows. Any two-way access located at any angle other than 90 degrees to a street shall be marked with a traffic separation stripe the length of the access. This requirement does not apply to aisles.
- 3) **Wheel stops are required in parking lots where necessary to provide delineation between parking spaces and walkways and to protect landscaping, EV parking structures, and buildings. Wheel stops shall comply with the Town of Apex Standard Specifications and Standard Details for "Curb Stops", except where exempted in Sec. 8.3.6.D.1.c Surfacing and Maintenance, Uses associated with Landmark and other historic structures.**

D) *Surfacing and Maintenance*

All off-street parking areas shall be paved and kept in a dust-free condition at all times. Permeable pavement, if used, shall comply with the North Carolina Department of Environmental Quality's Minimum Design Criteria in the NCDEQ Stormwater Design Manual.

1) *Exceptions*

Parking for the following shall be gravel or paved and kept in a dust-free condition at all times:

- a) All uses in the CB Conservation Buffer zoning district;
- b) Athletic Fields only under the category of Entertainment, Outdoor where allowed;

- c) Uses associated with Landmark and other historic structures. Exposed aggregate concrete, or similar, may be used for paving **and railroad ties or landscape timbers may be used in lieu of concrete wheel stops**; and
 - d) Land clearing and inert debris landfills.
- 4) Gravel parking shall at a minimum meet the following specifications:
- a) Compacted Subgrade;
 - b) 6 Inches Aggregate Base Course;
 - c) 1.5 Inches #78M Stone; and
 - d) Drive aisles must be repaired or replaced with #78M Stone every six (6) months.

...

Section 7. The Director of Planning and Community Development and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this ordinance or future amendments as long as doing so does not alter the terms of this ordinance.

Section 8. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 9. The ordinance shall be effective upon enactment on the ____ day of _____ 2022.

Introduced by Council Member _____

Seconded by Council Member _____

Attest: TOWN OF APEX

Allen Coleman, CMC, NCCC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney