



Apex Town Council Meeting

Tuesday, September 03, 2019

Lance Olive, Mayor
Nicole L. Dozier, Mayor Pro Tempore
William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth, and
Brett D. Gantt, Council Members
Drew Havens, Town Manager
David Hughes, Assistant Town Manager
Shawn Purvis, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council scheduled for Tuesday, September 03, 2019, at 7:00 PM will be held in the Council Chamber of Apex Town Hall, 73 Hunter Street. The meeting will adjourn when all business is concluded or at 11:00 p.m., whichever comes first.

COMMENCEMENT

Call to Order : Invocation : Pledge of Allegiance

PRESENTATIONS

[PR1](#) Keith McGee, Fire Chief

Presentation of Fire Officer Designation to Fire Captain David Dague

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](#) Donna Hosch, Town Clerk

Motion to approve Minutes of the August 20, 2019 Town Council Meeting

[CN2](#) Donna Hosch, Town Clerk

Motion to approve the Apex Tax Report dated 07/10/2019

[CN3](#) Mayor Lance Olive

Motion to adopt a resolution requesting that the Wake County Board of Commissioners appoint Glenda Alexander to the Board of Adjustment and Tim Royal to the Planning Board as ETJ Representatives

[CN4](#) Keith McGee, Fire Chief

Motion to authorize the Town Manager to sign a reciprocal Automatic Aid Contract between the Town of Apex (Apex Fire Department) and the Moncure Volunteer Fire Department in Chatham County. This contract enables each department to be automatically dispatched to structure fires in the identified areas in the contract.

[CN5](#) Russell H. Dalton, PE, Senior Transportation Engineer

Motion to approve an Ordinance amending Section 20-164 with the addition of subsection (35) to enforce a No Parking restriction along both sides of Marco Drive from East Williams Street to a point 600 feet east.

[CN6](#) Mitch McKinney, Police Captain

Motion to approve the contract renewal between Wake County Public Schools (WCPSS) and the Town of Apex in which WCPSS will subsidize salaries of four School Resource Officers for schools located in the Town of Apex, NC.

[CN7](#) Liz Loffin, Senior Planner

Motion to set Public Hearing for the September 17, 2019 Town Council Meeting regarding Rezoning Application #19CZ17 (Woodbury PUD Amendment). The applicant, Pulte Home Company, LLC, seeks to rezone approximately 42 acres located at 2564, 2567, 2556, 2552, 2548, 2544, 2540, 2536, 2532, 2528, 2516, 2527, 2531, 2545 Collection Court; 2552, 2536, 2531, 2547 Kylewynd Place; 2532, 2528, 2524, 2520, 2516, 2512, 2508, 2504, 2500, 2501, 2505, 2511, 2515, 2519, 2523, 2527, 2531, 2535, 2539, 2543 Impulsion Drive; 2701 Old US Highway 1 (portion of) from Planned Unit Development-Conditional Zoning (PUD-CZ #16CZ01) to Planned Unit Development-Conditional Zoning (PUD-CZ) in order to update an architectural standard.

[CN8](#) Amanda Bunce, Current Planning Manager

Motion to set Public Hearing for the September 17, 2019 Town Council meeting regarding an amendment to the Unified Development Ordinance related to the size of menu board signs.

[CN9](#) Liz Loffin, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19CZ09, Dan Ryan Builders, petitioners for the property located at 2236 Olive Chapel Road.

[CN10](#) Lauren Staudenmaier, Planner I

Motion to approve Statement and Ordinance of the Town Council and Ordinance for Rezoning Case #19CZ13, Olive Chapel West Associates, LLC, petitioners for the property located at 2213 East Williams Street.

[CN11](#) Liz Loftin, Senior Planner

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19STC14, Drew Havens, Town of Apex, petitioners for the property located on 320 and 322 North Mason Street

[CN12](#) Amanda Bunce, Current Planning Manager

Motion to set Public Hearing for the September 17, 2019 Town Council meeting regarding various amendments to the Unified Development Ordinance.

[CN13](#) Amanda Bunce, Current Planning Manager

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of August 20, 2019

[CN14](#) Drew Havens, Town Manager

Motion to approve a temporary modification to Town of Apex Ordinance Section 14-14 to allow the sale and possession of malt beverages and unfortified wine in connection with the Apex Music Festival on September 14, 2019.

REGULAR MEETING AGENDA

Mayor Olive will call for additional Agenda items from Council or Staff and set the Agenda prior to taking action

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address an item that appears as a Public Hearing 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](#) Amanda Bunce, Current Planning Manager

Quasi-Judicial Public Hearing and possible motion regarding a Major Site Plan for Sweetwater Ph. 9A2 & 9B (Mixed Use) located at 0, 3115 US 64 Hwy & 2700 Core Banks Street. The subject properties are identified on Wake County Tax Maps as PINs 0722550034 (portion of), 0722544768 (portion of), and 0722554159

OLD BUSINESS

There are no Old Business items for consideration

UNFINISHED BUSINESS

[UB1](#) Vance Holloman, Finance Officer

Possible motion to approve a bond order authorizing the sale and issuance of Combined Enterprise System Revenue Bonds, Series 2019, in an amount not to exceed \$10,000,000 and authorizing the execution and delivery of related documents.

NEW BUSINESS

[NB1](#) Drew Havens, Town Manager

Discussion and possible motion to issue a change order to the current contract with Southern Solar Systems to add 108 kW of additional solar PV panels to the roof(s) on the Public Works Operations Buildings and approve Budget Amendment No. 2 to appropriate \$151,200 from General Fund Balance for this work.

CLOSED SESSION

[Joanna](#) Helms, Economic Development Director

Possible motion to go into Closed Session to discuss the acquisition of property.

WORK SESSION

[WS1](#) Drew Havens, Town Manager and Keith McGee, Fire Chief

Work session to discuss the future plans for maintaining an operating fire station at 210 N. Salem Street.

ADJOURNMENT



Center for
Public Safety
Excellence

July 19, 2019

Keith McGee
Fire Chief
Town of Apex Fire Department
Apex, NC

Dear Chief McGee:

On behalf of the Commission on Professional Credentialing (CPC), I am writing to inform you that David Dague received the Fire Officer (FO) designation on July 9, 2019. Lieutenant Dague becomes one of only 473 FO designees worldwide.

The Designation program is a voluntary program designed to recognize individuals who demonstrate their excellence in seven measured components including experience, education, professional development, professional contributions, association membership, community involvement and technical competence. In addition, all applicants are required to identify a future professional development plan.

The FO designation program uses a comprehensive peer review model to evaluate candidates seeking the credential. The Commission on Professional Credentialing awards the designation only after an individual successfully meets all of the organization's stringent criteria.

Achieving this designation signifies Lieutenant Dague's commitment to his/her career in the fire and emergency services.

This professional designation is valid for three years. Maintaining the designation requires recipients to show continued growth in the areas of professional development, professional contributions, active association membership and community involvement as well as adhere to a strict code of professional conduct.

Please join us in congratulating Lieutenant Dague on this achievement.

For further information, please don't hesitate to contact me at dsobotka@cpse.org or 703-691-4620, ext. 202.

Sincerely,

Debbie Sobotka
Chief Operating Officer

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: September 3, 2019

Item Details

Presenter(s): Keith McGee, Fire Chief

Department(s): Fire Department

Requested Motion

Presentation of Fire Officer Designation to Fire Captain David Dague

Approval Recommended?

N/A

Item Details

Fire Captain David Dague received his Fire Officer Designation from the Center for Public Safety Excellence. Captain Dague is now one of the 473 designated fire officers in the world, so we are honored to recognize his accomplishment.

Attachments

- Dague FO Designation Letter



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve Minutes of the August 20, 2019 Town Council Meeting

Approval Recommended?

Administration recommends approval.

Item Details

Attachments

- Minutes





Apex Town Council Meeting

Tuesday, August 20, 2019

Lance Olive, Mayor
Nicole L. Dozier, Mayor Pro Tempore
William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth, and
Brett D. Gantt, Council Members
Drew Havens, Town Manager
David Hughes, Assistant Town Manager
Shawn Purvis, Assistant Town Manager
Donna B. Hosch, MMC, NCCMC, Town Clerk
Laurie L. Hohe, Town Attorney

The Regular Meeting of the Apex Town Council
scheduled for Tuesday, August 20, 2019, at 7:00
p.m. was held in the Council Chamber of Apex
Town Hall, 73 Hunter Street

In attendance were Mayor Lance Olive, Mayor Pro Tem Nicole L. Dozier, and
Council Members William S. Jensen, Wesley M. Moyer, Audra M. Killingsworth, and Brett D. Gantt

Also in attendance were Town Manager Drew Havens, Assistant Town
Manager David Hughes, Town Clerk Donna B. Hosch, and Town Attorney Laurie L. Hohe

COMMENCEMENT

Mayor Olive called the meeting to order, gave the Invocation, asked for a moment of silent reflection, and led the Pledge of Allegiance.

PRESENTATIONS

There were no Presentations to be made.

CONSENT AGENDA

Consent 01 Minutes of the Regular Town Council Meeting of August 6, 2019

Consent 02 Apex Tax Report dated 06/05/2019

Consent 03 Access easement on Town Property on Beaver Creek Commons Drive

Consent 04 *Design Build Project Utility Construction Agreement (UCA)* between the North Carolina Department of Transportation and the Town of Apex for the relocation of water and sewer utilities impacted by construction of NC 540 (Project R-2721A) and authorization for the Town Manager to execute the same

Consent 05 Town Manager authorization to execute an Encroachment Agreement between the Town and MCG Contracting, Inc. regarding Wake County, LO13R, Old Mill Village, Lot 3, Phase 2, BM2011-00382, 525 Mill Hopper Lane, Apex, NC 27502

Consent 06 Street and parking lot closures for 2019 Apex Music Festival on September 14, 2019

Mayor Olive stated the Town Manager requested an add-on item relating to the reconveyance of two cemetery plots back to the Town as requested by E.C. and Janet Hughes.

MAYOR OLIVE CALLED FOR A MOTION TO APPROVE THE CONSENT AGENDA WITH THE ADDITIONAL ITEM.
COUNCIL MEMBER MOYER MADE THE MOTION; COUNCIL MEMBER KILLINGSWORTH SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

REGULAR MEETING AGENDA

MAYOR OLIVE CALLED FOR A MOTION TO APPROVE THE REGULAR AGENDA. COUNCIL MEMBER JENSEN
MADE THE MOTION; COUNCIL MEMBER GANTT SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

PUBLIC FORUM

Joe Foresta stated he knew the history of the fire station downtown very well. There is a blue stream running through it, and he spoke briefly about water issues that others were having. He talked about options for the building, one of them being an historic site. He stated this could be income generating. He suggested selling the property if it is not going to be rehabbed for a fire station. He felt a new station should be built on the Peakway as was originally planned which would fit the growth. However, he wanted to keep the fire station presence downtown.

PUBLIC HEARINGS

Public Hearing 01 :_Sarah Rayfield, Senior Planner

Amendment to the 2045 Land Use Map and Rezoning Case #19CZ02. The applicant, Kaplan Residential, sought to amend the 2045 Land Use Map from Medium Density Residential to High Density Residential and to rezone approximately ±17.4376 acres, for the properties located at 0, 7208, & 7208B Morris Acres

Road (PINs 0732289587, 0732382530, & 0732382709), from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ.)

To be continued to the September 17, 2019 Town Council meeting
so that a recommendation may be received from the Planning Board.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER KILLINGSWORTH MADE THE MOTION TO
CONTINUE THE HEARING AS REQUESTED; COUNCIL MEMBER GANTT SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 02 : Liz Loftin, Senior Planner

Rezoning Application #19CZ09, Linden Lot 22 PUD. The applicant, Dan Ryan Builders, sought to rezone approximately 4.52 acres located at 2236 Olive Chapel Road from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ)

Staff oriented Council to the site. A neighborhood meeting was held. A fee in lieu would be required. The applicant offered an additional transportation condition along with several other conditions. Planning recommended approval with the conditions offered by the applicant. The Planning Board recommended approval. Staff answered Council question related to a cross walk.

Mayor Olive declared the Public Hearing open.

Charlie Yokley, Senior Planner with McAdams and representing the applicant, addressed how the site met the statements and standards. They were proposing a public sidewalk to fill in a gap. Mr. Yokley stated that they wished to add another four conditions which he detailed. He answered Council question as to what would make this development unique. The price range for the houses would start in the \$400,000's.

Ryan Acres, Engineer with McAdams, spoke about the RCA and why they wished to continue with a stormwater control measure. He spoke to Council question about LED lighting in the homes. He spoke further about the cross walk and its characteristics and their willingness to actively address public safety with DOT.

Kyle Damborsky stated he and his neighbors were concerned, stemming from the original Town Hall meeting, about runoff and how it would be mitigated. He also spoke about abutments and how they wanted to see the developers come in as good neighbors.

Maria Geiss stated that during the meeting with the developers, it was stated that the property would be brought to grade. However, lot 22 is a big hole. Two properties have experienced adverse impacts because of drainage, and Ms. Geiss explained how additional water flow is affecting the area.

Mayor Olive declared the Public Hearing closed.

Council asked the applicant questions related to the sedimentation pond.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER JENSEN MADE THE MOTION TO APPROVE THE REQUEST WITH ALL THE CONDITIONS ORIGINALLY OFFERED AND THOSE OFFERED THIS EVENING; COUNCIL MEMBER MOYER SECONDED THE MOTION. COUNCIL MEMBERS JENSEN AND MOYER VOTED IN THE AFFIRMATIVE; COUNCIL MEMBERS GANTT, DOZIER, AND KILLINGSWORTH VOTED IN THE NEGATIVE. THE MOTION FAILED BY A 3-2 VOTE.

Council stated he wanted to see the 3% RCA in the development. Council asked if this could be reconsidered at a later date.

Mayor Olive called for a three minute recess.

The attorney explained how Council's request to reconsider could be met.

COUNCIL MEMBER GANTT MADE A MOTION TO RECONSIDER THE VOTE; COUNCIL MEMBER JENSEN SECONDED THE MOTION. COUNCIL MEMBERS GANTT, JENSEN, AND MOYER VOTED IN THE AFFIRMATIVE; COUNCIL MEMBERS DOZIER AND KILLINGSWORTH VOTED IN THE NEGATIVE. THE MOTION CARRIED BY A 3-2 VOTE.

Council asked the applicant about adding RCA to certain buffers. Mr. Yokley stated they would add to the RCA, but he was not sure if he could keep the same size stormwater pond by doing so. Mr. Acres explained how and why the pond would change and still meet the requirements. Both applicants clarified their desire to add an additional condition related to the RCA.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER GANTT MADE THE MOTION TO APPROVE THE REQUEST WITH ALL THE ADDITIONAL CONDITIONS; COUNCIL MEMBER MOYER SECONDED THE MOTION.

Responding to Council, the applicant stated the new conditions would add to the cost of the housing. Council was appreciative of the cross walk and the safety it will bring.

COUNCIL MEMBERS GANT, JENSEN, AND MOYER VOTED IN THE AFFIRMATIVE; COUNCIL
MEMBERS DOZIER AND KILLINGSWORTH VOTED IN THE NEGATIVE.
THE MOTION CARRIED BY A 3-2 VOTE.

Public Hearing 03 : Lauren Staudenmaier, Planner

Rezoning Application #19CZ13, 2213 East Williams Street. The applicant, Olive Chapel West Associates, LLC., sought to rezone approximately 3.11 acres located at 2213 East Williams Street from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ)

Staff oriented Council to the site. A neighborhood meeting was held. The Planning Board recommended approval; Planning recommended approval with conditions offered by the applicant.

Mayor Olive declared the Public Hearing open.

Jeff Roach, Peak Engineering & Design, representing the applicant, spoke about why this would be a wonderful non-residential site. He committed to an additional condition related to solar. Mr. Roach thanked staff for working with them on the conditions. Mr. Roach answered Council questions related to lighting and how it would be shielded and the option for the dimming of the lights.

Mayor Olive declared the Public Hearing closed.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER KILLINGSWORTH MADE THE MOTION
TO APPROVE THE REZONING WITH ALL CONDITIONS OFFERED BY THE APPLICANT;
COUNCIL MEMBER MOYER SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 04 : Liz Loftin, Senior Planner

Rezoning Application #19STC14 (320 and 322 North Mason Street). The applicant, Town of Apex, sought to rezone approximately 1.74 acres located at 320 and 322 North Mason Street from Neighborhood Business (B1) to Neighborhood Business (B1) and Small Town Character Overlay District.

Staff oriented Council to the site. A neighborhood meeting was held. Staff and the Planning Board recommended approval. Council questions were answered related to the overlay district.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER DOZIER MADE THE MOTION
TO APPROVE THE REZONING; COUNCIL MEMBER KILLINGSWORTH SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 05 : Dianne Khin, Planning Director

Amendment to the MORR note on the 2045 Land Use Map

Staff oriented Council to the note. Staff recommended approval.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER GANTT MADE THE MOTION
TO APPROVE THE NOTE; COUNCIL MEMBER JENSEN SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 06 : Dianne Khin, Planning Director

Annexation Ordinance – Hwy 64 Holdings, LLC (Security Self Storage) property containing 19.22 acres located at 7300, 7301 and 7325 Vanclaybon Drive, Annexation #660, into the Town's corporate limits

Staff oriented Council to the site. Staff recommended approval.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER DOZIER MADE THE MOTION
TO ADOPT THE ORDINANCE; COUNCIL MEMBER GANTT SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 07 : Shannon Cox, Long Range Planning Manager

Amendment to Transit Plan Map of the Comprehensive Transportation Plan.

Staff spoke about the amendment as it related to a bus route which will be funded by Wake County and operated by the Town of Cary. Cary and Apex have done further study on how this route would service Apex. The details of the study were explained. Town staff and the Planning Board recommended approval.

Staff answered Council questions related to ridership numbers and why the route was devised as it was.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER KILLINGSWORTH MADE THE MOTION
TO APPROVE THE AMENDMENT; COUNCIL MEMBER GANTT SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Public Hearing 08 : Amanda Bunce, Current Planning Manager
Various amendments to the Unified Development Ordinance

Staff oriented Council to the three amendments. Council questions were answered related to RCA, practices of other towns, and lights in trees. Staff recommended approval.

Mayor Olive declared the Public Hearing open. With no one wishing to speak, Mayor Olive declared the Public Hearing closed.

Council stated she was uncomfortable with the amendments, and conversation ensued as to her reasons why. The rest of Council presented their thoughts. As a result, the Town Manager requested a continuance of the first amendment in order to confer further with staff.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER KILLINGSWORTH MADE THE MOTION
TO APPROVE AMENDMENTS TWO AND THREE; COUNCIL MEMBER JENSEN SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Discussion ensued concerning the first amendment going through the Environmental Committee. The Chair for the Committee did not feel this was necessary; she simply wanted more data on from where the numbers came. Council asked for the pros and cons of a 50 foot buffer. The Town Manager would have staff provide the requested information to bring back to Council.

MAYOR OLIVE CALLED FOR A MOTION. COUNCIL MEMBER DOZIER MADE THE MOTION TO CONTINUE THE
AMENDMENT ONE ITEM TO OCTOBER 15 TO ALLOW FOR ADDITIONAL STAFF RESEARCH INTO 50 FEET VS. 100 FEET; COUNCIL MEMBER
JENSEN SECONDED THE MOTION.
THE MOTION CARRIED BY A 5-0 VOTE.

Council added that if information arises concerning this issue, it can be brought back to Council prior to October 15.

OLD BUSINESS

There were no Old Business items for consideration.

UNFINISHED BUSINESS

There were no Unfinished Business items for consideration.

NEW BUSINESS

New Business 01 : Jenna Shouse, Long Range Planner

Updates regarding the Apex Circulator Study, an implementation study for the priority transit route identified in the Town's Comprehensive Transportation Plan

Staff stated the uses of funding; we will be coordinating with Cary. The scope of the program was outlined along with the public input strategy. Council questions related to the latter were answered. The test route resulted in an hourly frequency.

CLOSED SESSION

To consult with Town Attorney concerning (1) the handling of the Town of Apex v. Rubin, and (2) the handling of the Torres v. Town of Apex

MAYOR OLIVE CALLED FOR A MOTION TO GO INTO CLOSED SESSION. COUNCIL MEMBER MOYER

MADE THE MOTION; COUNCIL MEMBER KILLINGSWORTH SECONDED THE MOTION.

THE MOTION CARRIED BY A 5-0 VOTE.

MAYOR OLIVE CALLED FOR A MOTION TO RETURN TO OPEN SESSION WITH NO OBJECTION FROM COUNCIL.

WORK SESSION

There were no Work Session items for consideration.

ADJOURNMENT

With there being no further business and without objection from Council, Mayor Olive adjourned the meeting.

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Lance Olive, Mayor

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Wake County Revenue Department

Rebate Details
06/01/2019 - 06/30/2019

APEX

DATE
07/10/2019

TIME
10:13:38 AM

PAGE
1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	BILLING FOR TYPE	OWNER
BUSINESS ACCOUNTS											
729799	105.70	0.00	10.57	0.00	116.27	06/27/2019	0006454155	2018	2018	000000	STEWART'S HEATING & AIR CONDITIONING INC
SUBTOTALS FOR BUSINESS ACCOUNTS	105.70	0.00	10.57	0.00	116.27	1	Properties Rebated				
WILDLIFE BOAT ACCOUNTS											
729304	12.16	0.00	1.22	0.00	13.38	06/20/2019	0004191349	2018	2018	000000	HENLY, PAUL SHELDON
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	12.16	0.00	1.22	0.00	13.38	1	Properties Rebated				
TOTAL REBATED FOR APEX	117.86	0.00	11.79	0.00	129.65	2	Properties Rebated for City				

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Administration

Requested Motion

Motion to approve the Apex Tax Report dated 07/10/2019

Approval Recommended?

Administration recommends approval.

Item Details

The Wake County Board of Commissioners, in regular session on August 19, 2016, approved and accepted the Apex Tax Report dated 07/10/2019.

Attachments

- Tax Report



Town of Apex
Advisory Board Interest Form

Entry Details

I'M INTERESTED IN SERVING ON...

Board of Adjustment

LEGAL NAME

Glenda F Alexander

PREFERRED FIRST NAME

Glenda

ADDRESS

2122 Kelly Road, Apex, North Carolina 27502

DO YOU LIVE WITHIN THE APEX TOWN
LIMITS?

No

EMAIL

hollybubba@netzero.net

MOBILE PHONE

(919) 749-0718

ALTERNATE PHONE (WORK/HOME)

(919) 362-5076

CURRENT EMPLOYER

UNC Rex Hospital Pharmacy

CURRENT JOB TITLE

Pharmacist

TELL US WHY YOU WOULD LIKE TO
SERVE?

I have lived in the Apex area my entire life and am very interested in serving in some part with regard to the smart growth of our community. I lived in the Apex town limits for 36 years and then in the ETJ for the last 20 years. I want to contribute to the continued responsible development of my hometown.

PLEASE LIST ANY EDUCATION, SPECIAL SKILLS, OR EXPERIENCE YOU HAVE THAT WOULD BE USEFUL WHILE CONSIDERING THIS FORM.

BS-Pharmacy degree from UNC Chapel Hill 1985. Employed as a pharmacist at UNC Rex Hospital for over 32 years. As part of the health care team in a hospital, my job requires attention to detail and the gathering of information regarding each individual patient in order to care safely and properly for each person. I have to be able to use objective and subjective information in my decision making process which would be an asset.

IF YOU NOW SERVE, OR HAVE PREVIOUSLY SERVED ON ANY TOWN BOARDS, COMMISSIONS OR COMMITTEES, PLEASE LIST THE COMMITTEES AND DATES SERVED.

I have not served on any boards, commissions or committees.

RESOLUTION NO. 19-0903-27
RESOLUTION REQUESTING THE WAKE COUNTY BOARD OF COMMISSIONERS TO APPOINT
EXTRATERRITORIAL JURISDICTION (ETJ) MEMBERS TO THE
APEX PLANNING BOARD AND APEX BOARD OF ADJUSTMENT

WHEREAS, Sections 2.1.2 and 2.1.3 of the Apex Unified Development Ordinance requires membership of the Planning Board and the Board of Adjustment to reflect a proportional representation between the population of the Town's corporate limit and the Town's extraterritorial jurisdiction; and

WHEREAS, N.C.G.S. §160A-362 states that as a result of extraterritorial jurisdiction, a means of proportional representation based on population for residents of the extraterritorial area shall be provided, which requires that the local Board of County Commissioners serves to appoint members living in the Town's extraterritorial jurisdiction; and

WHEREAS, the Town of Apex is requesting the appointments of the following individuals to serve as Extraterritorial Jurisdiction representatives to the following Boards:

to the Board of Adjustment:

Glenda Alexander
2122 Kelly Road
Apex, NC 27502

to the Planning Board:

Tim Royal
105 Beechtree Court
Apex, NC 27523

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Apex hereby requests the Wake County Board of County Commissioners to appoint Glenda Alexander to the Apex Board of Adjustment and Tim Royal to the Apex Planning Board in accordance with the Apex Unified Development Ordinance and N.C.G.S. §160A-362.

This the 3rd day of September 2019.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Mayor Lance Olive

Department(s): Governing Body

Requested Motion

Motion to adopt a resolution requesting that the Wake County Board of Commissioners appoint Glenda Alexander to the Board of Adjustment and Tim Royal to the Planning Board as ETJ Representatives

Approval Recommended?

Governing Body recommends approval.

Item Details

The Governing Body recommends approval of the following appointments:

To the Board of Adjustment: Glenda Alexander – 2122 Kelly Road

Term: 9/4/2019 – 12/31/2021

To the Planning Board: Tim Royal - 105 Beechtree Court

Term: 9/4/2019 – 12/31/2020

Stephen Tyburski was appointed to be the ETJ Representative on the Planning Board in December of 2019. He is now moving out of the ETJ and is no longer eligible to serve. Tim Royal, who was appointed to the Board of Adjustment from the ETJ, expressed a preference to serve on the Planning Board as the ETJ representative. Glenda Alexander expressed an interest via our on-line interest form and has agreed to serve on the Board of Adjustment.

Attachments

- Resolution
- Interest form



AUTOMATIC AID AGREEMENT
BETWEEN AND AMONG
TOWN OF APEX and the MONCURE VOLUNTEER FIRE DEPARTMENT, INC.
FOR AUTOMATIC FIRE DEPARTMENT RESPONSE TO STRUCTURE FIRES IN AREA "A"

THIS FIRE PROTECTION AUTOMATIC AID AGREEMENT (This "Agreement") is made and entered into this 1st day of July, 2019, by and between the TOWN OF APEX, a North Carolina municipal corporation, hereinafter referred to as "Town"; MONCURE VOLUNTEER FIRE DEPARTMENT, INC., a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Department"; Chatham County, a municipal corporation organized and existing under the laws of the State of North Carolina ("Chatham"); and Wake County, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as "Wake". Collectively these entities are referred to as the "Parties".

WITNESSETH:

WHEREAS, the Town provides fire protection services by and through its municipal fire department in the Apex Municipal Fire District and the Hipex Fire District;

WHEREAS, Department is a combination (paid and volunteer) fire department that provides fire protection services in the Moncure Fire District;

WHEREAS, N.C.G.S. §§ 58-83-1 and 160A-293 authorize the Town and the Department to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve, provide for retention of authority, rights, privileges and immunities, including coverage under the Workers' Compensation laws, enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provide for retention of authority, rights, privileges and immunities of the Town and Department enjoyed by those agencies in their response areas when those agencies respond beyond those response areas;

WHEREAS, the Town and Department desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible NC Response Rating public protection classification ratings; and

WHEREAS, the Town and Department desire to enter into an agreement whereby reciprocal automatic aid assistance as described herein will be provided for all structure fire calls within designated areas in their respective fire districts.

NOW, THEREFORE, in consideration of the mutual covenants and promises and the other matters set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. The Town shall provide fire protection automatic aid for all structure fire calls within the Moncure Fire District outlined in the map attached hereto as **Attachment "A"**, which is incorporated by reference as if fully set forth herein. Automatic aid assistance provided by the Town pursuant to this Agreement shall consist of the dispatch and response of one (1) pumper with a minimum pump capacity of 1,000 gallons per minute (GPM) and one (1) water tank with a minimum capacity of 750 gallons, including a staff of at least three certified firefighters. The Town shall use Chatham County Fire as the operating radio frequency when responding to structure fire calls pursuant to this Agreement. Provided, however, that nothing herein shall require the Town to provide fire protection aid pursuant to this Agreement whenever the Town's Fire Chief, in his/her sole and absolute discretion, determines that (i) it is not feasible or practicable for the Town to do so, or (ii) it would impair the public health, safety or welfare for the Town to do so.
2. Department shall provide fire protection automatic aid for all structure fire calls within the area in the Hipex Fire District outlined in the map attached hereto as **Attachment "B"**, which is incorporated by reference as if fully set forth herein. Automatic aid assistance provided by the Department pursuant to this Agreement shall consist of the dispatch and response of one (1) fire apparatus with a minimum pump capacity of 250 gallons per minute (GPM) and one (1) water tank with a

minimum capacity of 1500 gallons, including a staff of at least two certified firefighters. The Department shall use the Fire Tac assigned by the Cary 911 Communications Center as the operating radio frequency when responding to structure fire calls pursuant to this Agreement. Provided, however, that nothing herein shall require the Department to provide fire protection aid pursuant to this Agreement whenever the Department's Fire Chief, in his/her sole and absolute discretion, determines that (i) it is not feasible or practicable for the Department to do so, or (ii) it would impair the public health, safety or welfare for the Department to do so.

3. Department hereby waives any and all claims of liability against the Town for death or injury of any of the Department's members, or for damage, theft, loss or destruction of any of Department's equipment or personal property of its members, in connection with response to, operation at and/or return from a response to any structure fire call pursuant to this Agreement. Department also hereby waives any and all claims against the Town for any costs incurred in connection with response to, operation at and/or return from a response to any structure fire call pursuant to this Agreement, including but not limited to salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation; provided, however that Department may present to the Town an itemized statement of costs for materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services pursuant to this Agreement, upon receipt of which such materials shall be paid for by the Town.
4. Town hereby waives any and all claims of liability against Department for death or injury of any of the Town's personnel, or for damage, theft, loss or destruction of any of the Town's equipment or personal property of its personnel, in connection with response to, operation at and/or return from a response to any structure fire call pursuant to this Agreement. The Town also hereby waives any and all claims against Department for any costs incurred in connection with response to,

operation at and/or return from a response to any structure fire call pursuant to this Agreement, including but not limited to salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation; provided, however that Town may present to Department an itemized statement of costs for materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services pursuant to this Agreement, upon receipt of which such materials shall be paid for by the Department.

5. Town and Department shall work with their respective Emergency Communication Center Directors to maintain accurate information pertaining to this Agreement.
6. Nothing herein is intended to, nor may it be construed as, abrogating, limiting, impairing or otherwise affecting the privileges, immunities, rights and authority provided for in N.C.G.S. §§ 58-83-1 and 160A-293.
7. TERM. This contract shall be effective upon the date first written above and will continue for 60 months, unless terminated by either "Town" or "Department" as herein provided. After the initial term, this contract shall automatically renew for successive one year terms.
8. EMERGENCY INCIDENT PROCEDURES. The first arriving fire unit at the emergency scene will use all necessary and appropriate tactics and strategies to minimize injuries, loss of life, and property damage. The National Incident Management System will be put into place. A Department fire officer shall determine the need to assume command upon arrival at the emergency scene in the area identified in Attachment A and a Town Fire Officer shall determine the need to assume command upon arrival at an emergency scene in the area identified in Attachment B. The Incident Commander will determine the need for equipment and manpower and may release apparatus and equipment at his/her discretion, with Department equipment being released first, except in unusual or emergency situations. Any

such unusual or emergency situations will be subject to review by the Chief Officers of the Department and Town.

9. TERMINATION.

- a) Termination for Convenience. Town or Department may terminate this Agreement at any time upon thirty (30) days written notice to the other Parties via certified mail, return receipt requested.
- b) Termination by Town. The Parties acknowledge that the Town may, in the future, construct an additional fully-staffed fire station with the intent of providing service delivery capabilities for direct Town fire and emergency service delivery to Area "B". In this case, the Town may, upon thirty (30) days' written notice to Department, reduce or eliminate the service responsibility of Department to providing mutual aid assistance only. If Town terminates the automatic aid requirement in Area "B", Town agrees to continue to provide automatic aid to Area "A" per this agreement.
- c) Termination for Default. Each term and condition of this contract is a material condition. In addition to any other remedy to which a party is entitled, violation of any term or condition of this contract, or any term or condition of any other contract or agreement between the parties, will be a proper basis for the termination of this contract. The party alleged to have violated this contract must first be given written notice of the violation and an opportunity to cure said violation. For purposes of this paragraph, "an opportunity to cure" will mean no more than ten (10) calendar days. If either party fails to cure the violation after notice and an opportunity to cure, the other party may in its sole discretion, terminate this contract by written notice signed by such party's Chief, and, in addition, take such other and further action as to which such party may be entitled at law or in equity.
 - i. Town may terminate this contract without prior written notice upon the occurrence of any one or more of the following events:

1. Department closes the station located at 2389 Old US HWY 1, Moncure, NC 27559 without providing replacement facilities;
 2. Department fails to respond to an emergency call with no prior notice and/or warning that the Department is unavailable, except when all Department units are answering another call or are out of position due to emergency calls.
- d) Termination of this contract will be effective upon written receipt of the notice of termination by any one of the person(s) described below;
- i. For Department: any corporate officer of the Department or the Department Chief.
 - ii. For Town: Town Manager
- e) Failure by any party to give notice of violation or to terminate this contract will not waive such party's right to give notice of other violations or to terminate this contract for any other violations.

10. CONSENT OF THIRD PARTIES CHATHAM COUNTY AND WAKE COUNTY

- a) Chatham County signs below for the purpose of and only for the purpose of providing its consent and agreement that the Town may provide fire protection aid to referenced unincorporated areas of Chatham County.
- b) Wake County signs below for the purpose of and only for the purpose of providing its consent and agreement that the Town may provide fire protection aid to referenced unincorporated areas of Wake County.

11. NOTICE.

- a) Any written notice shall be given by certified mail addressed as follows:

For Town:

Town of Apex Fire Department

Attn: Fire Chief

PO Box 250

Apex, NC 27502

For Department:

MONCURE Volunteer Fire Department, Inc.

Attn: Fire Chief

PO Box 289

Moncure, NC 27559

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above,
with the intent that it be executed under seal.

TOWN OF APEX

By: _____

Drew Havens, Town Manager

ATTEST:

By: _____

Town Clerk

[AFFIX CORPORATE SEAL-STAMP]

MONCURE VOLUNTEER

FIRE DEPARTMENT, INC.

By: Thomas C. Lewis

Print Name: Thomas C. Lewis

Title: Chairman, Board of Directors

ATTEST:

By: Jere C. Julian, Jr.

Print Name: Jere C. Julian, Jr.

Title: Secretary

[AFFIX CORPORATE SEAL-STAMP]

CHATHAM COUNTY

By: Dan LaMontagne

Dan LaMontagne, County Manager

APPROVED AS TO FORM:

By: Richard J. Rose

Richard J. Rose, County Attorney



WAKE COUNTY

By: _____

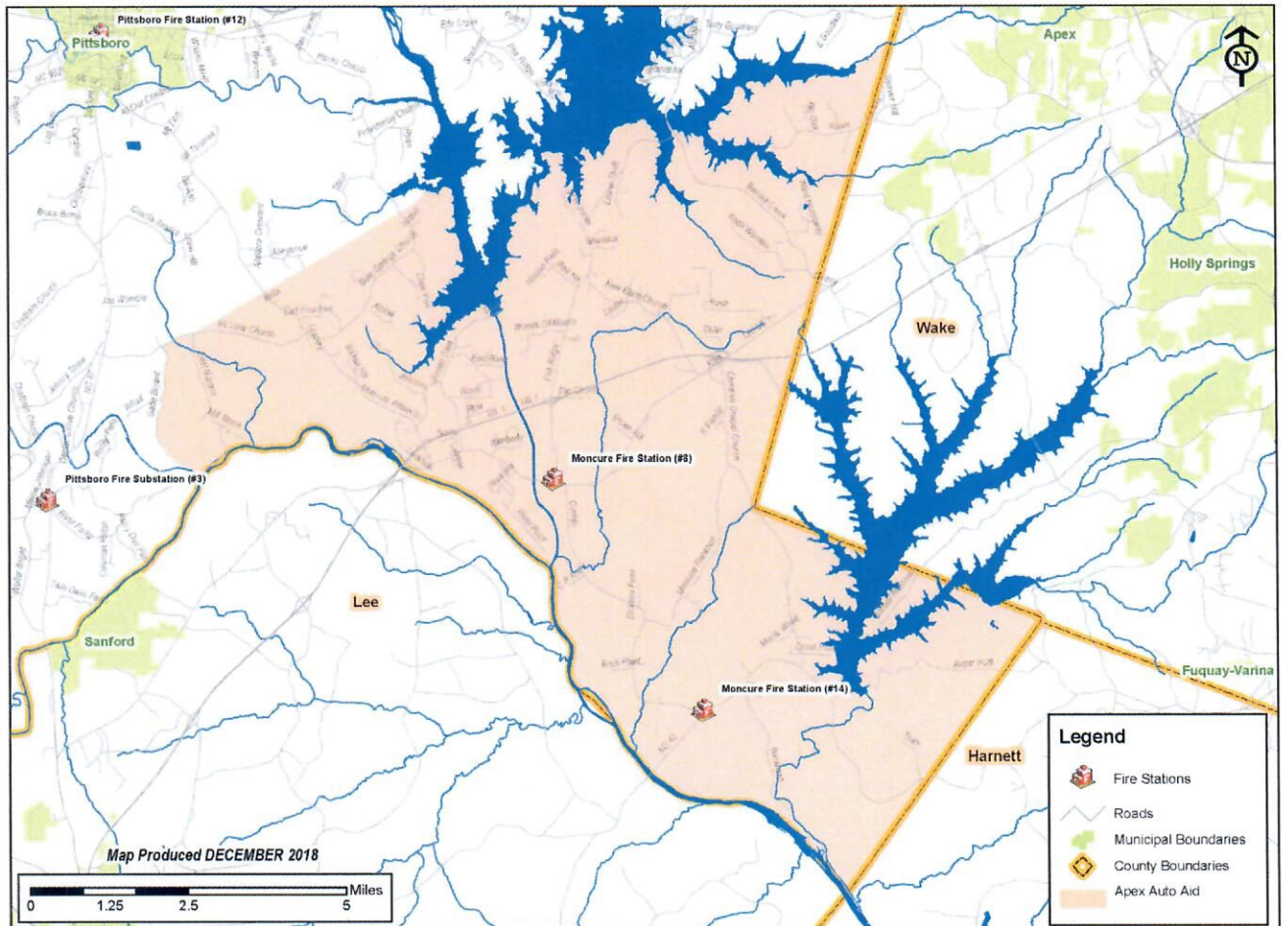
David Ellis, County Manager

APPROVED AS TO FORM:

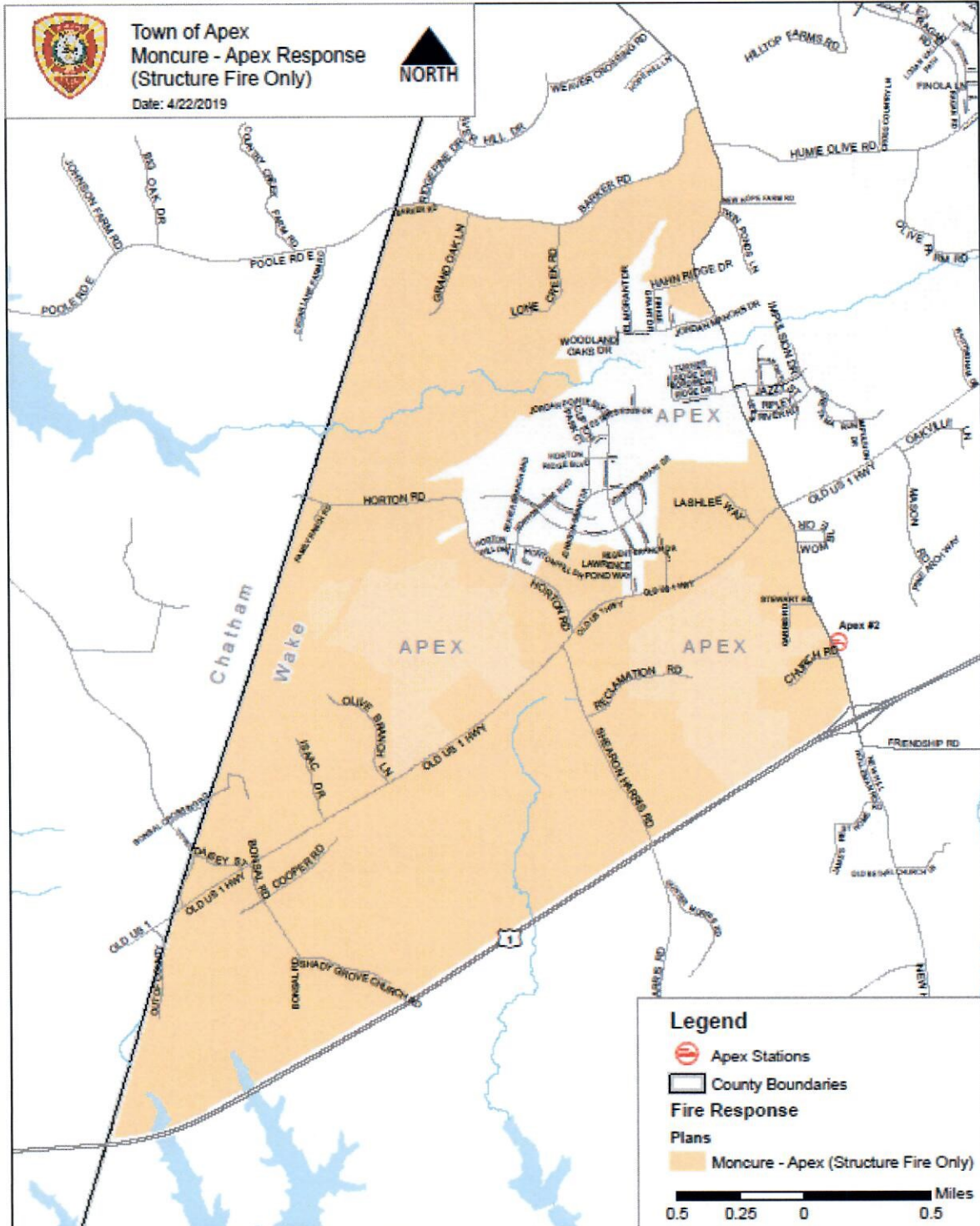
By: _____

Scott W. Warren, County Attorney

ATTACHMENT A



Attachment B



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Keith McGee

Department(s): Fire

Requested Motion

Motion to authorize the Town Manager to sign a reciprocal Automatic Aid Contract between the Town of Apex (Apex Fire Department) and the Moncure Volunteer Fire Department in Chatham County. This contract enables each department to be automatically dispatched to structure fires in the identified areas in the contract.

Approval Recommended?

Approval is recommended by the Fire Department.

Item Details

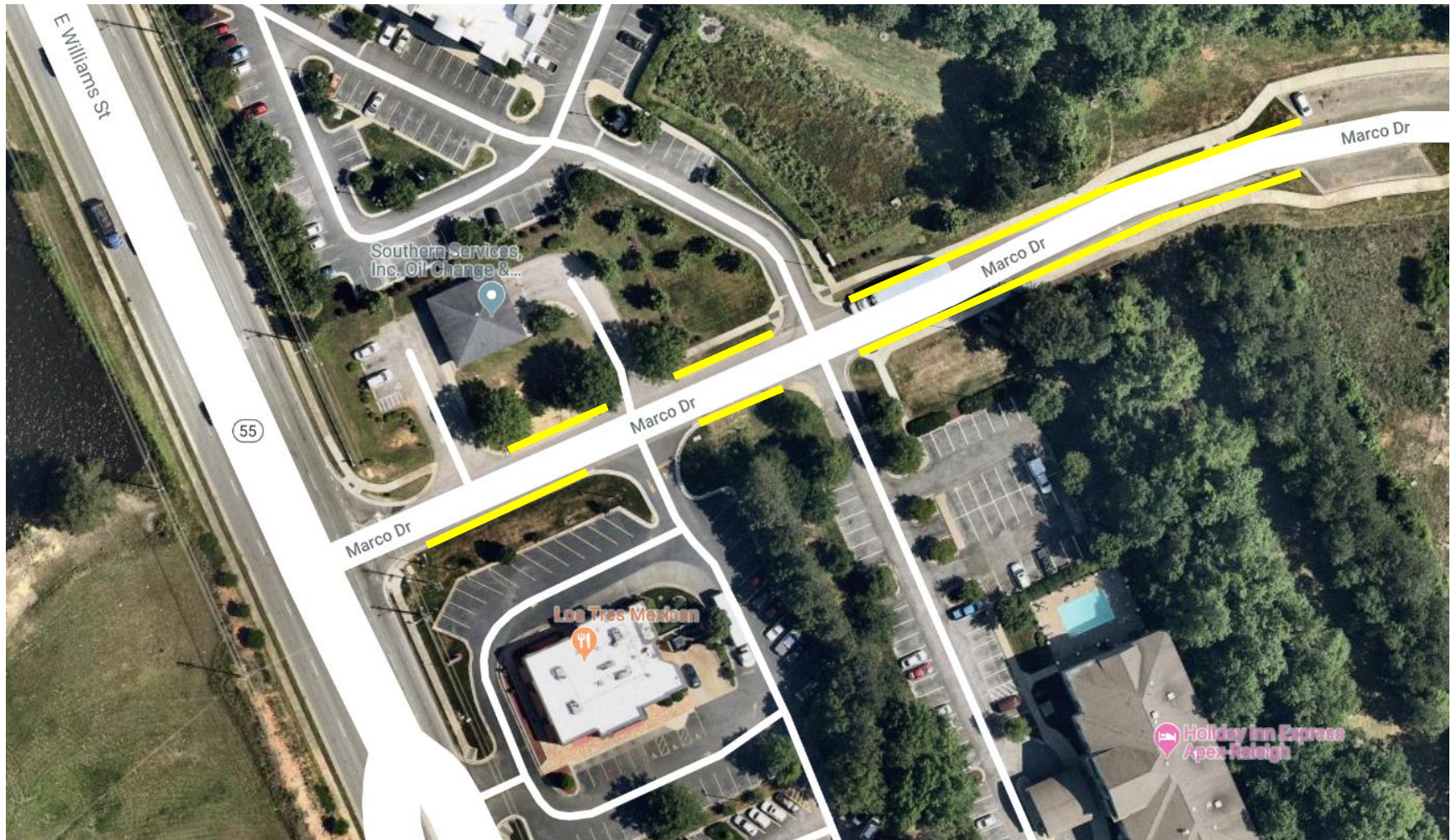
This contract enables a single fire engine and crew from the Apex Fire Department to be automatically dispatched to structure fires that occur within the Moncure Volunteer Department. Moncure is reciprocating by automatically responding a 3,000 gallon water tanker to the rural areas in our southwest where there are no fire hydrants available.

Attachments

- Apex / Moncure Automatic Aid Contract



Marco Drive proposed parking restrictions – Yellow indicates “No Parking” zones to be signed



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: 9-3-2019 --

Item Details

Presenter(s): Russell H. Dalton, PE, Senior Transportation Engineer

Department(s): Police and Public Works & Transportation

Requested Motion

Motion to approve an Ordinance amending Section 20-164 with the addition of subsection (35) to enforce a No Parking restriction along both sides of Marco Drive from East Williams Street to a point 600 feet east.

Approval Recommended?

Yes

Item Details

PW&T Transportation staff were contacted by Apex Police concerning parking along Marco Drive. The primary concern is tractor trailers parked long term along the street making it difficult to maintain two way traffic and creating safety concerns. This would apply to both sides of Marco Drive from East Williams Street to a point 600 feet east. From that point further east to Schieffelin Road, angled parking bays and driveways already prohibit vehicles from parking legally within the roadway. All adjacent land uses along Marco Drive are commercial in nature and none of the current parking along the roadway within the area described appears to be related to the adjacent land uses.

Attachments

- Ordinance 20-164(35)
- Map of proposed "No Parking" zones



ORDINANCE NO. 2019-0903-24

**AN ORDINANCE TO AMEND SECTION 20-164 OF THE CODE OF ORDINANCES OF
THE TOWN OF APEX**

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

Section 1. Section 20-164 of the Code of Ordinances of the Town of Apex is hereby amended to add subsection (35) as follows:

Sec. 20-164. - No parking zones.

(35) Along both sides of Marco Drive from East Williams Street to a point 600 feet east.

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any part of this ordinance shall be adjudged invalid, such adjudication shall apply only to such part so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 3. This ordinance shall be effective on the 3rd day of September 2019.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX, NORTH CAROLINA

Donna B. Hosch, MMC, NCCMC
Town Clerk

Lance Olive
Mayor

Approved As To Form:

Laurie L. Hohe,
Town Attorney



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Security

Office of the Senior Director
Crossroads 1
5625 Dillard Drive
Cary, NC 27518

tel: (919) 431-7777
fax: (919) 431-7780

July 31, 2019

Chief John Letteney
Apex Police Department
PO Box 250
Apex, NC 27502

Dear Chief Letteney:

Enclosed please find the original agreement for School Resource Officer(s) for the upcoming 2019-2020 school year. Please have the Town Manager sign the agreement, include a current Certificate of Insurance, and return the original to my office along with an invoice for the entire year. Once I receive the signed contract, a fully executed copy will be forwarded to you for your records.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russ Smith', written over a horizontal line.

Russ Smith
Senior Director

ERS/sf
Enclosure

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACT FOR SCHOOL
RESOURCE OFFICER SERVICES

This Agreement is made this the 16th day of July, 2019 by and between the Wake County Board of Education ("Board"), the governing body of the Wake County Public School System ("School System") and the Town of Apex ("Town").

WITNESSETH:

WHEREAS, the Board desires to have the Town assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Town is willing to provide sworn law enforcement officers to serve as School Resource Officers within the School System; and

WHEREAS, the Board has authorized the Superintendent or his designee to enter into service contracts involving expenditures of up to \$100,000; and

WHEREAS, the parties acknowledge that the Board may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Town do hereby agree as follows:

1. The Town shall provide four (4) sworn law enforcement officers to serve as School Resource Officers for the 2019-2020 school year.
2. The officers shall be assigned full-time to the following schools:

Apex High School
Apex Friendship High School

3. The Board shall pay the Town at the following rates for the assigned School Resource Officers:

Apex High School (1) officer at \$37,838.00 per year
Apex Friendship High School (1) officer at \$37,838.00 per year
Apex High School (1) additional officer at \$21,000.00 per year
Apex Friendship High School (1) additional officer at \$21,000.00 per year

The total cost to the Board for the services provided pursuant to this Agreement shall not exceed a total of \$117,676.00 per year. The payments shall be made upon receipt of an invoice. Should the Town be unable to complete the services specified, the Town will refund a pro rata share of the payment per officer based on 180 days per school year, or a rate of \$210.21 per day for high school, \$116.67 per day for the additional officer at the high school.

4. The services described in this Agreement will be provided from July 16, 2019 through June 30, 2020.
5. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board

Russ Smith
Senior Director of Security
Wake County Public School System
5625 Dillard Drive
Cary, NC 27618

Town

Drew Havens
Apex Town Manager
73 Hunter Street
P.O. Box 250
Apex, NC 27502

6. It is understood and agreed between the parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.
7. The Town shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
8. The Town shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Town shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
9. The Town shall be an Independent Contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Town be construed as an employee, agent or principal of the Board.
10. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
11. The School Resources Officers (SRO) Memorandum of Understanding (MOU) together with the Contract for School Resource Officers Services, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings,

whether written or oral, relating to the subject matter of the MOU. In the event of a conflict between the terms of the MOU and the Contract for School Resource Officers Services, the terms of the MOU shall prevail except with the respect to the issue of payment for School Resource Officer Services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

WAKE COUNTY BOARD OF EDUCATION

**TOWN OF APEX/
APEX POLICE DEPARTMENT**

By: 
Jim Martin, Board Chair

By: _____
NAME, TITLE

Date: 7/31/19

Date: _____

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

WCPSS Finance Officer

Date

R107684

Minimum INSURANCE REQUIREMENTS

1. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limit
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee

2. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

3. **Law Enforcement Professional Liability** in the amount \$2,000,000 combined single limits.
4. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is named as additional insured on general liability.
5. **Comparable self-insurance** is acceptable in lieu of the preceding requirements.
6. **Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.**



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610-4145

PURCHASE ORDER

222591

Page 1 of 1

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
110 CORNING ROAD
CARY, NC 27518

PAYMENT TERMS
Immediate

PO REVISION
0

CORRECT PURCHASE ORDER AND
STOCK NUMBERS MUST APPEAR
ON ALL PACKAGES, INVOICES,
SHIPPING PAPERS AND
CORRESPONDENCE. PACKING
SLIPS MUST ACCOMPANY ALL
SHIPMENTS. CONDITIONS AND
BILLING INSTRUCTIONS ON
REVERSE.

TO

TOWN OF APEX
PO BOX 250
APEX, NC 27502

SHIP
TO

Security
Crossroads I
5625 Dillard Drive
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
26-JUL-19	Destination	Prepaid	Jaeger, James, jjaeger@wcpss.net 919-588-3546 EXT. 83546

WCPSS Deliver To Only: Smith, Mr. Edward (Russ)

Security - 870/970 (RUSS SMITH)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		01.5850.069.311.0210.0870.000 FOUR (4) SCHOOL RESOURCE OFFICERS, TWO AT EACH SCHOOL APEX HIGH SCHOOL	37838	Dollar	1.00	37,838.00
2		01.5850.069.311.0210.0870.000 APEX FRIENDSHIP HIGH SCHOOL	37838	Dollar	1.00	37,838.00
3		02.5850.801.311.0210.0870.000 APEX FRIENDSHIP HIGH SCHOOL - ADDITIONAL OFFICER	21000	Dollar	1.00	21,000.00
4		02.5850.801.311.0210.0870.000 APEX HIGH SCHOOL - ADDITIONAL OFFICER SRO SERVICES FOR 2019-2020 SCHOOL YEAR	21000	Dollar	1.00	21,000.00
Net Total:						117,676.00

PRE-AUDIT CERTIFICATE

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER
REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC *
* SALES TAX WHEN INVOICING. *

Mark B. Winston
FINANCE OFFICER

Debra L. Wallace
SENIOR DIRECTOR OF PURCHASING

VENDOR COPY

Type of Contract:

Service Agreement: Version 1, 2, or 3

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

FINANCE/ACCOUNTING
JUN 18 2019

Fiscal Year (FY): 2019-2020

Person to Call for Pick up: Sharon Ferguson Phone: 919-533-7743

Name of Contract: Town of Apex Contract for School Resource Officers

If Change Order - (Amount +/-): _____ Total Contract Amount: \$ 117,676.00

Board Action: (Required at \$100,000) ☒ Yes ☐ No Board Meeting Date: 07/16/2019

Budget Code: 01.5850.069.311.0210.0870.000 and 02.5850.801.311.0210.0870.000

Items of Special Note: Two (2) SROs at Apex High School and two (2) SROs at Apex Friendship High School. Funding out clause included in item #6, page 2. Purchase order requisition form will be sent to Purchasing in June to be keyed on or after July 1, 2019.

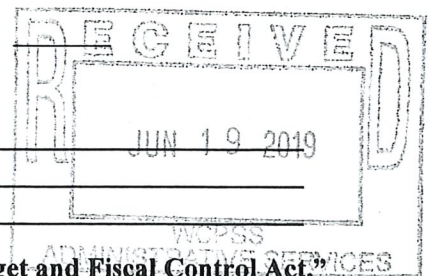
To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>RS</u>	<u>6/18/19</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>JS</u>	<u>6/18/19</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)		
Chief Officer (\$100,000+ and All MOAs)	<u>JL</u>	<u>6/18/19</u>

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date
Risk Management (Insurance Review)	<u>gms</u>	<u>6/19/19</u>
Finance Officer *	<u>JA</u>	<u>6/15/19</u>
Chief Operating Officer (Required at \$100,000 +)	<u>OR</u>	<u>6/20/19</u>
School Board Attorney		
(As required by the Chief Officer or Superintendent)		
Comments:		

2019-20 Contract + PC



* "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act."
G.S. 115C-441(a).

FIN 22016 per JA 6/24/19

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: Sept 3, 2019

Item Details

Presenter(s): Captain Mitch McKinney

Department(s): Police

Requested Motion

Motion to approve the contract renewal between Wake County Public Schools (WCPSS) and the Town of Apex in which WCPSS will subsidize salaries of four School Resource Officers for schools located in the Town of Apex, NC.

Approval Recommended?

Apex Police Department recommends approval.

Item Details

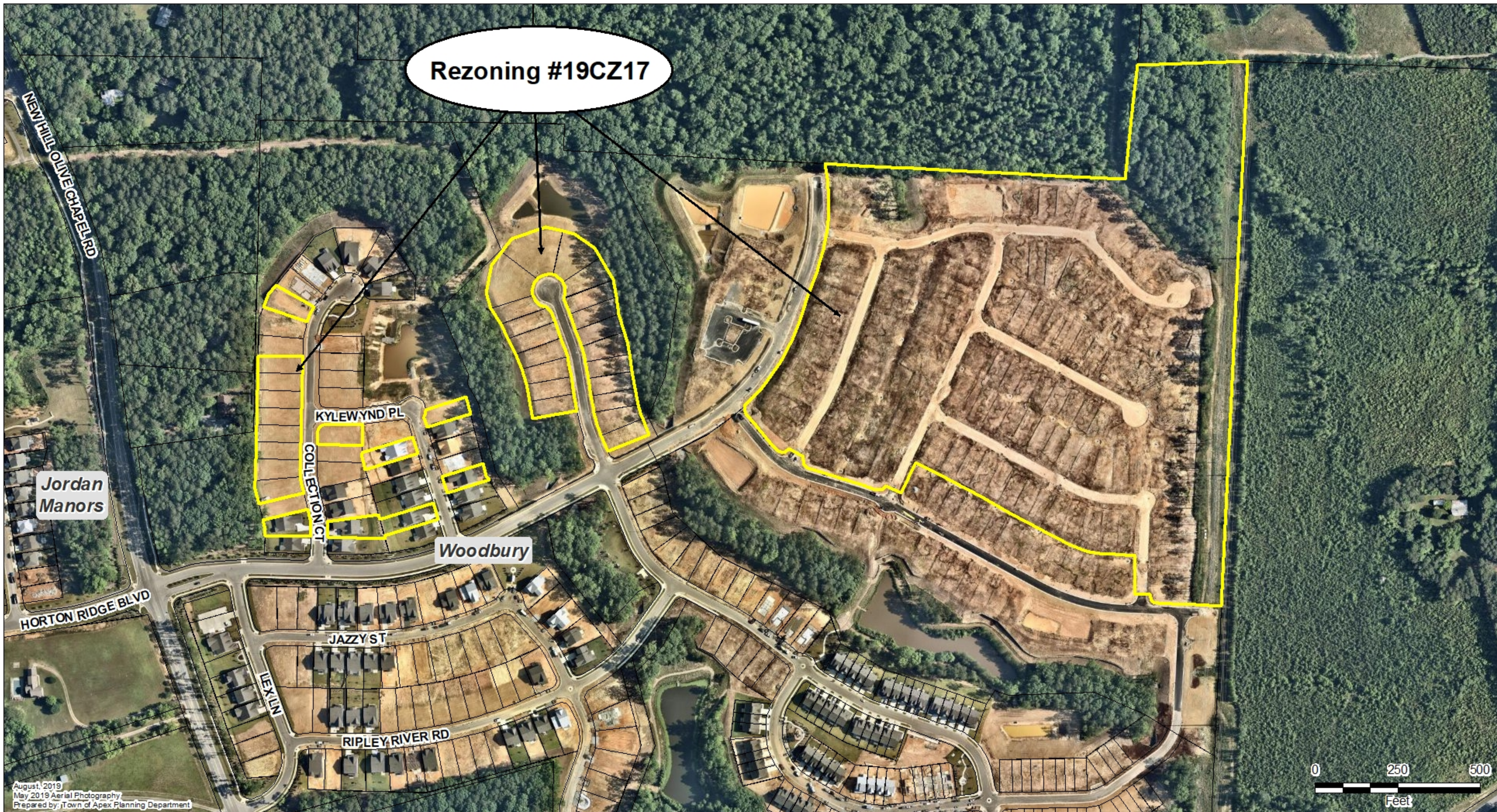
Wake County Public School System, (WCPSS) requests renewal of the contract between WCPSS and the Town of Apex to provide four School Resource Officers and ensure public safety police services for Wake County Public Schools located in the Town of Apex during the 2019-2020 school calendar year.

Attachments

- WCPSS SRO Contract 2019-2020



Rezoning #19CZ17



Jordan
Manors

KYLEWYND PL

COLLECTION CT

Woodbury

JAZY ST

RIPLEY RIVER RD

HORTON RIDGE BLVD

NEW HILL OLIVE CHAPEL RD

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

0 250 500
Feet

PLANNED UNIT DEVELOPMENT APPLICATION

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

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

PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Woodbury
Address(es): New Hill Olive Chapel Road and Horton Ridge Blvd.
PIN(s) See attached property owner list

_____ Acreage: +/- 60 Acres
Current Zoning: PUD 16CZ01 Proposed Zoning: PUD
Current 2045 LUM Designation: MD
Requested 2045 LUM Designation: MD
See next page for LUM amendment

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

Area classified as mixed use: _____ Acreage: _____
Area proposed as non-residential development: _____ Acreage: _____
Percent of mixed use area proposed as non-residential: _____ Percent: _____

Applicant Information

Name: Pulte Home Company, LLC
Address: 1225 Crescent Green Drive, Suite 250
City: Cary State: NC Zip: 27513
Phone: 919-816-1155 E-mail: craig.duerr@pultegroup.com

Owner Information

Name: Same as above
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Agent Information

Name: Same as above
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Other contacts: _____

Woodbury Lots subject to Rezoning for 'J' Drives

Lot #	House #	Street	City, State, Zip	PIN	Real Estate
Phase 1 - Owned by Residents. Recorded in BM2018, Pages 326-333					
80	2564	COLLECTION COURT	NEW HILL, NC 27562	0710855474	0455233
108	2567	COLLECTION COURT	NEW HILL, NC 27562	0710857473	0455261
111	2552	KYLEWYND PLACE	NEW HILL, NC 27562	0710859436	0455264
Phase 1 - Owned by Pulte Home Company, LLC. Recorded in BM2018, Pages 326-333					
82	2556	COLLECTION COURT	NEW HILL, NC 27562	0710855545	0455235
83	2552	COLLECTION COURT	NEW HILL, NC 27562	0710855631	0455236
84	2548	COLLECTION COURT	NEW HILL, NC 27562	0710855646	0455237
85	2544	COLLECTION COURT	NEW HILL, NC 27562	0710855742	0455238
86	2540	COLLECTION COURT	NEW HILL, NC 27562	0710855747	0455239
87	2536	COLLECTION COURT	NEW HILL, NC 27562	0710855842	0455240
88	2532	COLLECTION COURT	NEW HILL, NC 27562	0710855847	0455241
89	2528	COLLECTION COURT	NEW HILL, NC 27562	0710855942	0455242
92	2516	COLLECTION COURT	NEW HILL, NC 27562	0710865171	0455245
100	2527	COLLECTION COURT	NEW HILL, NC 27562	0710857933	0455253
101	2531	COLLECTION COURT	NEW HILL, NC 27562	0710857838	0455254
103	2545	COLLECTION COURT	NEW HILL, NC 27562	0710857731	0455256
115	2536	KYLEWYND PLACE	NEW HILL, NC 27562	0710858676	0455268
117	2531	KYLEWYND PLACE	NEW HILL, NC 27562	0710950758	0455270
121	2547	KYLEWYND PLACE	NEW HILL, NC 27562	0710951508	0455274
Phase 2B - Owned by Pulte Home Company, LLC. Recorded in BM2018, Pages 2237-2243					
124	2532	IMPULSION DRIVE	NEW HILL, NC 27562	0710953870	0462599
125	2528	IMPULSION DRIVE	NEW HILL, NC 27562	0710953865	0462600
126	2524	IMPULSION DRIVE	NEW HILL, NC 27562	0710953950	0462601
127	2520	IMPULSION DRIVE	NEW HILL, NC 27562	0710953946	0462602
128	2516	IMPULSION DRIVE	NEW HILL, NC 27562	0710963010	0462603
129	2512	IMPULSION DRIVE	NEW HILL, NC 27562	0710962095	0462604
130	2508	IMPULSION DRIVE	NEW HILL, NC 27562	0710962069	0462605
131	2504	IMPULSION DRIVE	NEW HILL, NC 27562	0710962137	0462606
132	2500	IMPULSION DRIVE	NEW HILL, NC 27562	0710963227	0462607
133	2501	IMPULSION DRIVE	NEW HILL, NC 27562	0710964235	0462608
134	2505	IMPULSION DRIVE	NEW HILL, NC 27562	0710964179	0462609
135	2511	IMPULSION DRIVE	NEW HILL, NC 27562	0710964183	0462610
136	2515	IMPULSION DRIVE	NEW HILL, NC 27562	0710965008	0462611
137	2519	IMPULSION DRIVE	NEW HILL, NC 27562	0710965013	0462612
138	2523	IMPULSION DRIVE	NEW HILL, NC 27562	0710955937	0462613
139	2527	IMPULSION DRIVE	NEW HILL, NC 27562	0710955942	0462614
140	2531	IMPULSION DRIVE	NEW HILL, NC 27562	0710955857	0462615
141	2535	IMPULSION DRIVE	NEW HILL, NC 27562	0710955852	0462616
142	2539	IMPULSION DRIVE	NEW HILL, NC 27562	0710955766	0462617
143	2543	IMPULSION DRIVE	NEW HILL, NC 27562	0710955791	0462618
Lots 277-306 and Lots 321-400 in Phases 3B, 3C, and 3D - Owned by Pulte Home Company, LLC					
-	2701	OLD US HIGHWAY 1	APEX , NC 27562	0720057756	0071205
<i>* Excluding Lots 251 to 276 and Lots 307-320 in Phase 3A</i>					

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: _____

Submittal Date: _____

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

	Owner's Name	PIN
1.	See attached list of property owners within 300' radius	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

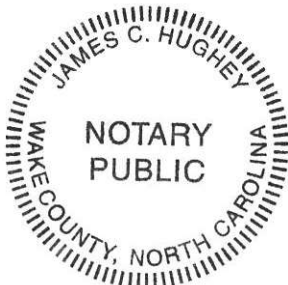
Date: 7/23/19

By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, James C. Hughey, a Notary Public for the above State and County, on this the 23rd day of July, 2019.

SEAL



[Signature]
Notary Public
James C. Hughey
Print Name

My Commission Expires: 2-20-22

WOODBURY REZONING FOR 'J' DRIVES - PROPERTY OWNER NOTIFICATION WITHIN 300' RADIUS

Owner	Street Address	City, State, Zip	PIN
3 BOYS CAPITAL LLC MUSIC ROW INVESTMENTS LLC	1018 N WELLONSBURG PL	APEX NC 27502-7127	0720177185
AGARWAL, AMIT AGARWAL, SAMPADA	204 KURTNER CT	MORRISVILLE NC 27560-6736	0720044708
AGARWAL, GITESH AGARWAL, VIJAY	3235 RETAMA RUN	NEW HILL NC 27562-9346	0710949879
BARKER, LINDA BARBEE	PO BOX 252	NEW HILL NC 27562-0252	0720158891
BORKAR, YOGESH D BORKAR, GAURI	1008 KATIE LN	CARY NC 27519-1557	0720041897
CALDWELL, JASON T CALDWELL, KERI-ANN	2660 IMPULSION DR	NEW HILL NC 27562-9344	0720041941
CAROL B HEELAN IRREVOCABLE TRUST	GEORGE HEELAN TRUSTEE	12940 DORMAN RD APT 2206	0720075965
CARR, JOHN F CARR, LESLIE K	PO BOX 187	GOLF IL 60029-0187	0710868186
CORDER, MEGHAN PATAKY CORDER, PRESTON DEE	2623 JAZZY ST	NEW HILL NC 27562	0710858118
COTTON, VELNON D COTTON, HELEN L G	2341 NEW HILL OLIVE CHAPEL RD	NEW HILL NC 27562-9001	0710862080
COULL, ANNA V	3208 RETAMA RUN	NEW HILL NC 27562-9346	0720042648
DEATON, KIMBERLY	2555 KYLEWYND PL	NEW HILL NC 27562-9331	0710951448
DIAZ, ISMAEL DIAZ, CYNTHIA	2551 KYLEWYND PL	NEW HILL NC 27562-9331	0710951523
DIPIETRO, PETER F DIPIETRO, CARRIE	2675 IMPULSION DR	NEW HILL NC 27562-9344	0720043975
DIXIT, AJIT S DIXIT, DARSHANA A	405 MAGNOLIA BIRCH CT	CARY NC 27519-9359	0720043850
FRYE, COURTNEY S	2663 IMPULSION DR	NEW HILL NC 27562-9344	0720052061
GAUTAM, NITIN GAUTAM, DEEPALI	2106 ADDENBROCK DR	MORRISVILLE NC 27560-8635	0720043821
GORREY, PURUSHOTHAM	612 BAUCOM CREEK CT	CARY NC 27519-7623	0720043779
GRIFFIN, ALISHIA N GRIFFIN, JACQWAYNE	3210 RETAMA RUN	NEW HILL NC 27562-9346	0720042710
HARRIS, SHAUNA HEMINGWAY	2693 IMPULSION DR	NEW HILL NC 27562-9344	0720046817
HEPBURN, DAVID	1976 OLD BYRE WAY	APEX NC 27502-9113	0710852768
JAGANATHAN, SHANMUGAM RAMASAMY, UMADEVI	136 HILDA GRACE LN	CARY NC 27519-8757	0720044914
JIA, NAN NI, XIWEN	2617 JAZZY ST	NEW HILL NC 27562-9327	0710857158
KATUPILLA, HAMSAVENI KATUPILLA, ANANTH M	1825 BALDHEAD ISLAND DR	APEX NC 27502-8573	0720041879
KEARNS, MICHAEL T TRUSTEE KEARNS, SUSAN A TRUSTEE	2571 COLLECTION CT	NEW HILL NC 27562-9330	0710857378
KEHS, ANNE F HAYNES, JONATHAN R	2564 COLLECTION CT	NEW HILL NC 27562-9330	0710855474
KING, SHAWN M KING, ROSANNA	2669 IMPULSION DR	NEW HILL NC 27562-9344	0720043937
KOVACS, KAREN ANN LITTLEJOHN, CHRISTOPHER JOSEPH	2672 IMPULSION DR	NEW HILL NC 27562-9344	0720042882
LINNA, STACEY A	3216 RETAMA RUN	NEW HILL NC 27562-9346	0720041745
MANCUSO, KATHLEEN F MANCUSO, PETER	2548 KYLEWYND PL	NEW HILL NC 27562-9331	0710859521
MARTIN, NICHOLAS P	2689 IMPULSION DR	NEW HILL NC 27562-9344	0720045869
MCKINNISH, TIMOTHY D	PO BOX 58232	RALEIGH NC 27658-8232	0710865906
MYERS, SHELLEY M	2687 IMPULSION DR	NEW HILL NC 27562-9344	0720045930
NEMCHIK, ANDREW CLAYTON	2666 IMPULSION DR	NEW HILL NC 27562-9344	0720042826
PARRISH, GENE JR PARRISH, BEVERLY M	2567 COLLECTION CT	NEW HILL NC 27562-9330	0710857473
POOLE, DAVID N POOLE, MEREDITH A	2683 IMPULSION DR	NEW HILL NC 27562-9344	0720044991
PULTE HOME COMPANY, LLC	1225 CRESCENT GREEN DRIVE	CARY, NC 27513	Multiple
RALEY, ARNOLD ROBERT RALEY, SUSAN MARY	2552 KYLEWYND PL	NEW HILL NC 27562-9331	0710859436
RAUER, ANGELA L	2668 IMPULSION DR	NEW HILL NC 27562-9344	0720042854
RHINES, SEAN	2679 IMPULSION DR	NEW HILL NC 27562-9344	0720044933
ROSE, NANCY A ROSE, CRAIG H	2504 COLLECTION CT	NEW HILL NC 27562-9330	0710866286
SAVAGE, PAUL SAVAGE, TABATHA	2613 JAZZY ST	NEW HILL NC 27562-9327	0710856199
SHETTY, PRIYANKA SHETTY, SURAJ	2056 POPLAR HIGH PL	CARY NC 27519-8960	0720052080
VANCE, TREVOR D VANCE, ALINA	2695 IMPULSION DR	NEW HILL NC 27562-9344	0720046845
VINCENT, LINDA SHARLEEN	211 BEAR TREE CRK	CHAPEL HILL NC 27517-7640	0720043918
XIA, RAN	2681 IMPULSION DR	NEW HILL NC 27562-9344	0720044962
YOUNG, LINDA DENISE	2544 KYLEWYND PL	NEW HILL NC 27562-9331	0710859506
ZEGERMAN PROPERTIES LLC	1661 SALEM VILLAGE DR	APEX NC 27502-4731	0720045898



July 19, 2019

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

On Tuesday, July 30th at 6:00 PM, a neighborhood meeting is planned to discuss the proposed minor change to the current zoning PUD 16CZ01 for the subject properties outlined on the enclosed map. The meeting is being held at the Woodbury Sales Center at 2606 Lex Lane in Apex.

We have scheduled the meeting to provide information on the proposed rezoning which is limited to a text change in the architectural requirements to allow side entry garages. Representatives will be available until 8:00 PM.

If you have any questions or cannot attend the neighborhood meeting and would like further information about the proposed rezoning, please feel free to contact me either at 919-816-1155 or via email at craig.duerr@pultegroup.com.

We look forward to seeing you on Tuesday, July 30th at 6:00 PM.

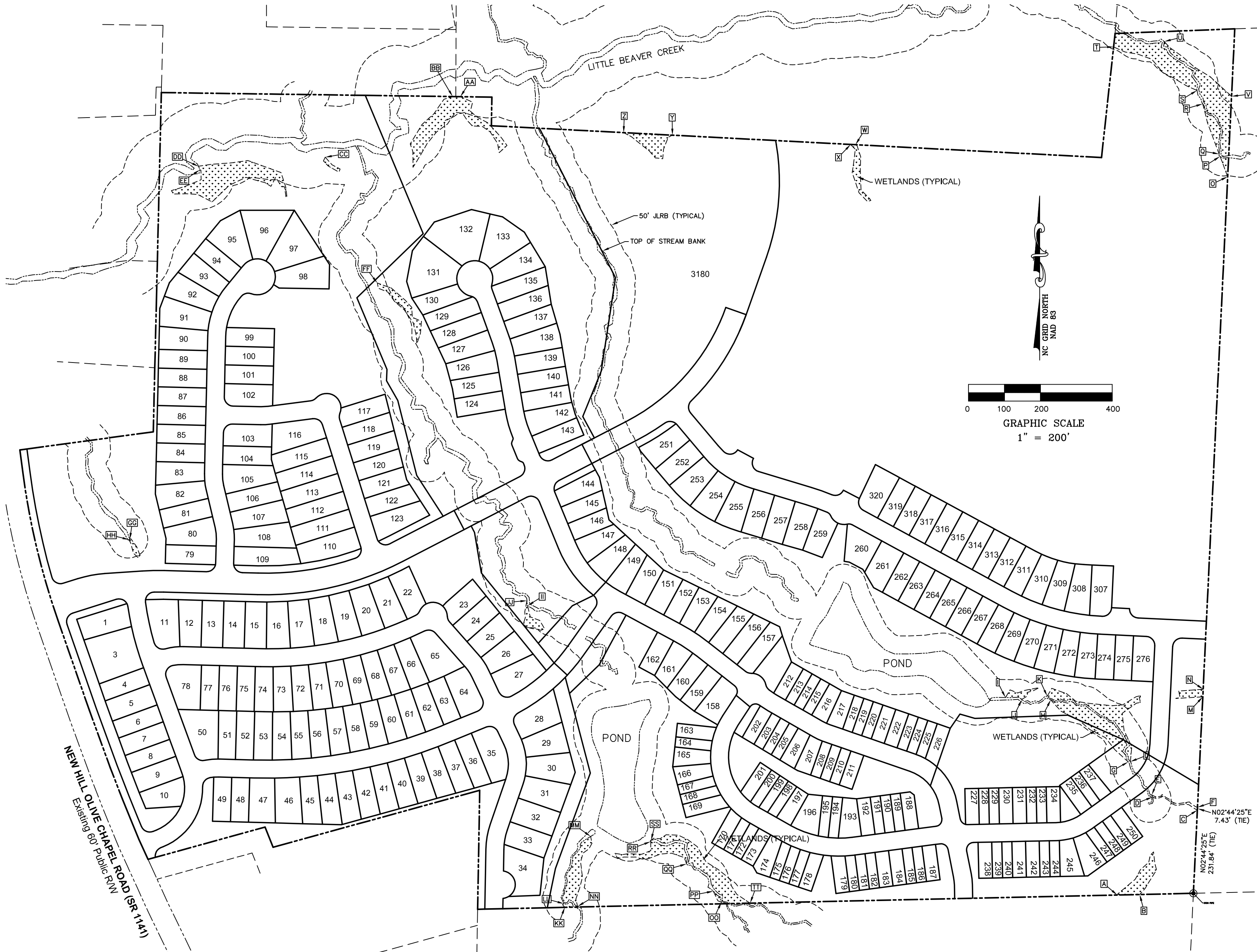
Sincerely,



Craig Duerr
Manager, Land Planning & Entitlements

NC GRID COORDINATES
NAD 83 (2011)

A: N 704439.11
E 2021147.03
B: N 704440.50
E 2021209.37
C: N 704675.40
E 2021369.64
D: N 704711.75
E 2021245.02
E: N 704717.14
E 2021242.88
F: N 704682.82
E 2021370.00
G: N 704809.29
E 2021177.41
H: N 704981.83
E 2020961.89
I: N 704988.31
E 2020836.15
J: N 704983.08
E 2020881.16
K: N 704992.11
E 2020952.21
L: N 704810.00
E 2021183.29
M: N 704990.19
E 2021384.71
N: N 705011.28
E 2021385.72
O: N 706436.97
E 2021453.96
P: N 706493.41
E 2021432.78
Q: N 706500.02
E 2021430.23
R: N 706639.49
E 2021384.68
S: N 706676.91
E 2021368.73
T: N 706797.81
E 2021136.79
U: N 706812.96
E 2021277.54
V: N 706660.55
E 2021464.66
W: N 706525.99
E 2020419.20
X: N 706526.69
E 2020405.78
Y: N 706552.49
E 2019910.31
Z: N 706559.54
E 2019774.82
AA: N 706659.55
E 2019320.69
BB: N 706659.84
E 2019299.35
CC: N 706491.30
E 2018945.09
DD: N 706465.58
E 2018592.89
EE: N 706455.95
E 2018596.07
FF: N 706141.13
E 2019089.90
GG: N 705428.40
E 2018401.76
HH: N 705427.28
E 2018399.50
II: N 705243.53
E 2019507.62
JJ: N 705257.70
E 2019505.75
KK: N 704404.82
E 2019610.98
LL: N 704414.83
E 2019608.84
MM: N 704602.10
E 2019683.11
NN: N 704407.29
E 2019646.78
OO: N 704419.34
E 2020046.39
PP: N 704449.76
E 2020023.97
QQ: N 704525.54
E 2019949.68
RR: N 704587.73
E 2019849.78
SS: N 704591.26
E 2019851.08
TT: N 704416.32
E 2020126.29



NEW HILL OLIVE CHAPEL ROAD (SR 141)
Existing 60' Public R/W

From A to B
N28°53'49"E 4.18'
N50°03'02"E 62.62'
N28°21'12"E 30.10'
N48°09'44"E 31.04'
N12°00'33"E 20.27'
N45°15'25"E 12.75'
S06°21'48"E 31.72'
S14°06'11"E 19.34'
S32°15'03"W 33.49'
S30°57'17"W 26.53'
S41°24'52"W 22.81'
Area: 0.102 Ac.±

From C to D
N63°03'25"W 9.18'
N55°24'23"W 16.85'
N57°53'25"W 3.06'
N86°06'05"W 8.28'
S85°30'54"W 14.91'
S66°00'28"W 6.24'
N78°50'15"W 9.83'
N62°34'54"W 9.57'
N44°46'43"W 10.65'
N57°28'29"W 11.97'
N51°54'46"W 10.46'
S34°09'22"W 3.43'
S71°07'33"W 15.16'
N65°08'14"W 12.03'

From E to F
S65°08'14"E 14.72'
N75°15'33"E 12.57'
N34°09'22"E 5.58'
S51°54'46"E 13.46'
S62°12'02"E 12.29'
S44°46'43"E 10.44'
S69°00'29"E 8.27'
S78°30'15"E 7.91'
N75°53'16"E 5.32'
N81°49'21"E 15.54'
N81°40'44"E 11.15'
S43°39'36"E 5.51'
S55°24'23"E 16.02'
S70°16'27"E 5.97'
Area: 0.015 Ac.±

From G to H
N47°31'43"W 50.79'
N38°00'46"W 41.83'
N62°35'32"W 47.30'
N49°41'45"W 43.55'
N63°48'53"W 54.07'
N42°13'58"W 42.52'
Area: 0.213 Ac.±

From I to J
N30°03'53"E 25.16'
S70°17'48"E 43.90'
S50°30'21"E 33.03'
S80°43'55"E 36.70'
S84°04'18"E 64.48'
N85°18'17"E 29.90'
N58°59'23"E 17.10'
N58°59'23"E 26.98'
N76°19'11"E 11.95'
S07°02'38"E 3.78'
S78°41'42"W 3.48'
S11°18'18"E 14.78'
S80°12'29"W 11.04'
S54°22'57"W 28.42'
S54°22'57"W 20.07'
S05°53'07"E 48.38'
S25°51'12"E 49.64'
S05°40'04"W 41.85'
Area: 0.158 Ac.±

From K to L
N30°03'53"E 25.16'
S70°17'48"E 43.90'
S50°30'21"E 33.03'
S80°43'55"E 36.70'
S84°04'18"E 64.48'
N85°18'17"E 29.90'
N58°59'23"E 17.10'
N58°59'23"E 26.98'
N76°19'11"E 11.95'
S07°02'38"E 3.78'
S78°41'42"W 3.48'
S11°18'18"E 14.78'
S80°12'29"W 11.04'
S54°22'57"W 28.42'
S54°22'57"W 20.07'
S05°53'07"E 48.38'
S25°51'12"E 49.64'
S05°40'04"W 41.85'
Area: 0.158 Ac.±

From M to N
S86°41'46"W 75.36'

From O to P
N20°34'08"W 60.28'

From Q to R
N20°34'08"W 60.28'

From S to T
N20°34'08"W 60.28'

From U to V
N20°34'08"W 60.28'

From W to X
N20°34'08"W 60.28'

From Y to Z
N20°34'08"W 60.28'

From AA to BB
N20°34'08"W 60.28'

From CC to DD
N20°34'08"W 60.28'

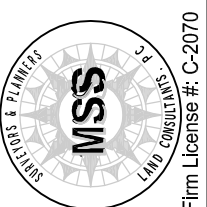
From EE to FF
N20°34'08"W 60.28'

MAJOR SUBDIVISION FINAL PLAT WOODBURY SUBDIVISION PHASE 3A

Lands of Pulte Home Company
Site Address: 2521 New Hill Olive Chapel Road

Surveyed by:	MAH
Drawn by:	BAO
Date:	Mar-16, 2019
North:	Carolina
Wake:	County
Buckhorn:	Township
Town of:	Apex

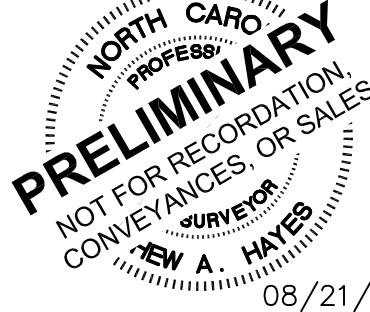
MSS LAND CONSULTANTS
6118 Saint Giles St.
Suite E
Raleigh, NC 27612
Phone (919) 510-4464
Fax (919) 510-9102
Email: gowers@mssland.com



"Committed to Total Quality Service"

O:_PULTE\PHI-17-02.dwg\Boundary\Woodbury-Ph3A-Subd.dwg

- LEGEND**
- Existing Monumentation
 - Iron Pipe Set
 - Mathematical Point
 - Esm't
 - JLRB
 - Jordan Lake Riparian Buffer
 - Minimum Building Setback
 - TOA
 - Town of Apex
 - PrRWE
 - Private Retaining Wall Esm't
 - Pr
 - Private
 - Pu
 - Public
 - DE
 - Drainage Easement
 - SE
 - Storm Easement
 - UE
 - Utility Easement
 - SWE
 - Sidewalk Easement
 - R/W
 - Right-of-Way
 - SFHA
 - Special Flood Hazard Area
 - OS
 - Open Space
 - (0.00')
 - Tie Distance (Chord Distance)
 - Matchlines
 - Resource Conservation Area
 - Wetlands
 - Type 'A' Streetscape Buffer
 - Type 'A' Perimeter Buffer



Refer to Page 1 of this multi-page plat
for notes, restrictions and other
requirements pertaining to this plat.

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): Pulte Home Company, LLC
Applicant(s): Craig Duerr
Contact information (email/phone): craig.duerr@pultegroup.com / 919-816-1155
Meeting Address: 2606 Lex Lane (Woodbury Sales Center) in Apex
Date of meeting: Tuesday, July 30, 2019 Time of meeting: 6:00 PM to 8:00 PM

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

Question/Concern #1:

Will the Town of Apex approved building permits for already sold homes on Lots 82 and 117 with the knowledge Pulte will be submitting the change to the rezoning condition?

Applicant's Response:

Unfortunately, the Town of Apex Planning Department was not willing to sign-off on these building permits.

Question/Concern #2:

Are there any other homes with side entry garages for sale at Woodbury?

Applicant's Response:

Current, the Castle Rock Courtyard is the only model with a side entry garage. Other homes in the 38' single family series could change to a side entry garage and add a 3rd car garage if sold on a wider lot, but Pulte currently does not have plans to add this option.

Question/Concern #3:

Why is the address New Hill?

Applicant's Response:

Woodbury is part of the Corporate limits of the Town of Apex. Public water and sewer from the Town of Apex will be provided to all homes in Woodbury. U.S. Postal Service is the government agency responsible for designation of zip code and post office.

Question/Concern #4:

Adjacent property owner David Hepburn asked if sewer can be extended between lots to service his property.

Applicant's Response:

Pulte had previously responded to this inquiry that it was not possible for sewer to be provided, however, it may be feasible for Mr. Hepburn to connect to the 24" sewer outfall with an easement from the property owner adjacent north of his property. A segment of aerial sewer may be required.

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

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

I, Craig Duerr, do hereby declare as follows:
Print Name

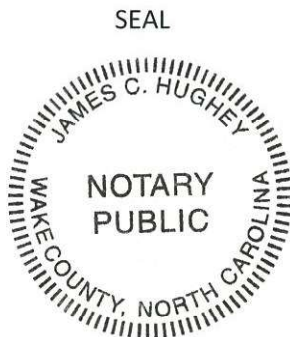
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 2606 Lex Lane (Woodbury Sales Center) in Apex (location/address) on Tuesday, July 30, 2019 (date) from 6:00 PM (start time) to 8:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

7/31/19
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, James C. Hughey, a Notary Public for the above State and County, on this the 31st day of July, 2019.



[Signature]
Notary Public
James C. Hughey
Print Name

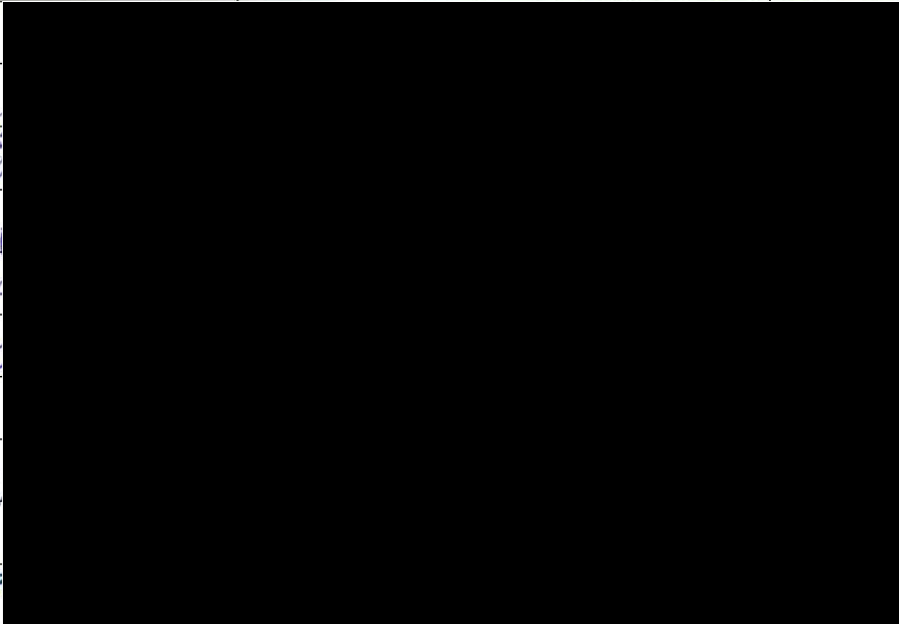
My Commission Expires: 2-20-22

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: 2606 Lex Lane (Woodbury Sales Center) in Apex
 Date of meeting: Tuesday, July 30, 2019 Time of meeting: 6:00 PM to 8:00 PM
 Property Owner(s) name(s): Refer to attached list
 Applicant(s): Pulte Home Company, LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	Linda Barbour	3312 Old US 1			
2.	Lauren Barbour	P.O. Box 252			
3.	ED RADOMSKI	6409 Fayetteville St. 120-318			
4.	JOAN RADOMSKI	Durham, NC 277			
5.	Geoffrey Hayes	108 Orvis Dr			
6.	Kate Hayes	Holly Springs NC 27540			
7.	KATHY MANCUSO	2548 Kylewynn Pl			
8.	PETER MANCUSO	2548 Kylewynn Pl			
9.	SUSAN + DENIE RALEY	2552 Kylewynn Pl			
10.	Anne Kens/Jon Haynes	2564 Collection Ct			
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

Section 7: Architectural Standards

The architecture for this community will reflect the residential scale and character of traditional Apex building styles. Building materials within each residential building type will be selected from a similar palette but will provide enough variety and diversity to add individuality and character amongst the product types. Further detailing shall be provided at the time of Residential Master Subdivision submittal.

Single Family Residential:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Up to 30% of the total number of single family detached dwelling units may be ranch style homes with slab on grade foundations.
3. All other single family home types shall have a crawl space, basement, or turned-down slab foundation with a minimum of 20-inches from grade to front elevation finished floor. On front elevations, the 20-inches will have masonry such as brick or stone. The side and rear of houses do not have to meet these requirements.
3. Garage doors must be painted to match the house trim or siding color and have either windows, decorative details, or carriage style adornments.
4. Homes shall include a front porch or stoop with a minimum depth of 4-feet.
5. The roof for primary structures (i.e., excluding porches, bay windows, etc.) shall be pitched at 5:12 or greater.
6. The garage cannot protrude more than 1-foot from either the front façade or porch, except that the garage may protrude up to 5-feet from the front façade or porch with the inclusion of windows in the garage door and one (1) architectural feature such as a variation in roof form, balcony, trimmed window or decorative vent over the door area to minimize the impact of the garage façade. ***No more than 15% of the total number of homes shall be side entry garages with 'J' drives. Homes with 'J' drives shall not be located on immediately adjacent lots to other homes with 'J' drives."***
7. The side and rear of a home that is visible from a public street must include at least two (2) of the following elements:
 - Window with shutters
 - Masonry for at least 10% of wall area
 - Variation in siding material pattern for at least 20% of the wall area.
 - Bay, transom or casement window
 - Decorative trim, shake, cornice, or air vents on gables
8. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of four (4) color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
9. Single family detached homes will be prepared for solar photovoltaic (PV) systems by the installation of a 1.5 inch metal conduit from the attic to a point near the electrical distribution box.



Elevation NC1G - Courtyard



Elevation NC2H - Courtyard



Elevation NC2I - Courtyard



Elevation NC2J - Courtyard



Elevation NC2K - Courtyard



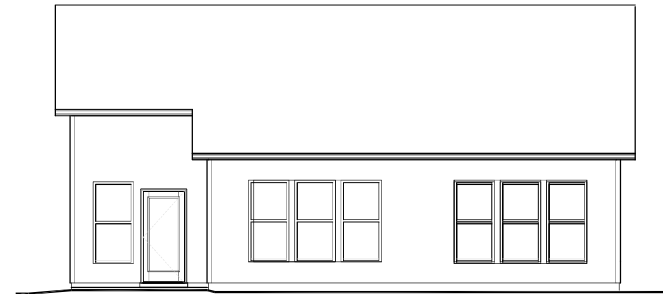
Elevation NC3H - Courtyard



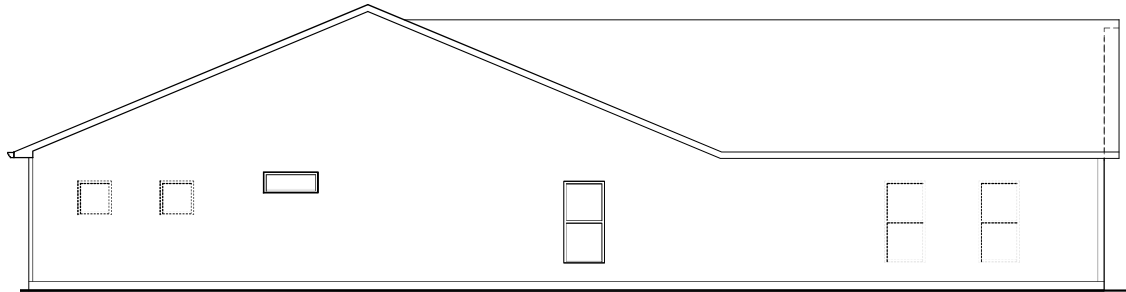
NPC #46206

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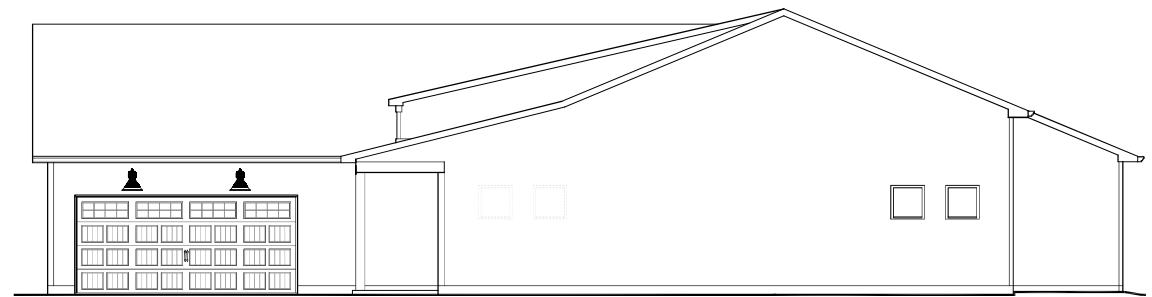
CASTLE ROCK - COURTYARD



REAR ELEVATION - Courtyard



SIDE ELEVATION - Courtyard



SIDE ELEVATION - Courtyard

CASTLE ROCK - COURTYARD



NPC #46206

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Woodbury Lots subject to Rezoning for 'J' Drives

Lot #	House #	Street	City, State, Zip	PIN	Real Estate
Phase 1 - Owned by Residents. Recorded in BM2018, Pages 326-333					
80	2564	COLLECTION COURT	NEW HILL, NC 27562	0710855474	0455233
108	2567	COLLECTION COURT	NEW HILL, NC 27562	0710857473	0455261
111	2552	KYLEWYND PLACE	NEW HILL, NC 27562	0710859436	0455264
Phase 1 - Owned by Pulte Home Company, LLC. Recorded in BM2018, Pages 326-333					
82	2556	COLLECTION COURT	NEW HILL, NC 27562	0710855545	0455235
83	2552	COLLECTION COURT	NEW HILL, NC 27562	0710855631	0455236
84	2548	COLLECTION COURT	NEW HILL, NC 27562	0710855646	0455237
85	2544	COLLECTION COURT	NEW HILL, NC 27562	0710855742	0455238
86	2540	COLLECTION COURT	NEW HILL, NC 27562	0710855747	0455239
87	2536	COLLECTION COURT	NEW HILL, NC 27562	0710855842	0455240
88	2532	COLLECTION COURT	NEW HILL, NC 27562	0710855847	0455241
89	2528	COLLECTION COURT	NEW HILL, NC 27562	0710855942	0455242
92	2516	COLLECTION COURT	NEW HILL, NC 27562	0710865171	0455245
100	2527	COLLECTION COURT	NEW HILL, NC 27562	0710857933	0455253
101	2531	COLLECTION COURT	NEW HILL, NC 27562	0710857838	0455254
103	2545	COLLECTION COURT	NEW HILL, NC 27562	0710857731	0455256
115	2536	KYLEWYND PLACE	NEW HILL, NC 27562	0710858676	0455268
117	2531	KYLEWYND PLACE	NEW HILL, NC 27562	0710950758	0455270
121	2547	KYLEWYND PLACE	NEW HILL, NC 27562	0710951508	0455274
Phase 2B - Owned by Pulte Home Company, LLC. Recorded in BM2018, Pages 2237-2243					
124	2532	IMPULSION DRIVE	NEW HILL, NC 27562	0710953870	0462599
125	2528	IMPULSION DRIVE	NEW HILL, NC 27562	0710953865	0462600
126	2524	IMPULSION DRIVE	NEW HILL, NC 27562	0710953950	0462601
127	2520	IMPULSION DRIVE	NEW HILL, NC 27562	0710953946	0462602
128	2516	IMPULSION DRIVE	NEW HILL, NC 27562	0710963010	0462603
129	2512	IMPULSION DRIVE	NEW HILL, NC 27562	0710962095	0462604
130	2508	IMPULSION DRIVE	NEW HILL, NC 27562	0710962069	0462605
131	2504	IMPULSION DRIVE	NEW HILL, NC 27562	0710962137	0462606
132	2500	IMPULSION DRIVE	NEW HILL, NC 27562	0710963227	0462607
133	2501	IMPULSION DRIVE	NEW HILL, NC 27562	0710964235	0462608
134	2505	IMPULSION DRIVE	NEW HILL, NC 27562	0710964179	0462609
135	2511	IMPULSION DRIVE	NEW HILL, NC 27562	0710964183	0462610
136	2515	IMPULSION DRIVE	NEW HILL, NC 27562	0710965008	0462611
137	2519	IMPULSION DRIVE	NEW HILL, NC 27562	0710965013	0462612
138	2523	IMPULSION DRIVE	NEW HILL, NC 27562	0710955937	0462613
139	2527	IMPULSION DRIVE	NEW HILL, NC 27562	0710955942	0462614
140	2531	IMPULSION DRIVE	NEW HILL, NC 27562	0710955857	0462615
141	2535	IMPULSION DRIVE	NEW HILL, NC 27562	0710955852	0462616
142	2539	IMPULSION DRIVE	NEW HILL, NC 27562	0710955766	0462617
143	2543	IMPULSION DRIVE	NEW HILL, NC 27562	0710955791	0462618
Lots 277-306 and Lots 321-400 in Phases 3B, 3C, and 3D - Owned by Pulte Home Company, LLC					
-	2701	OLD US HIGHWAY 1	APEX , NC 27562	0720057756	0071205
<i>* Excluding Lots 251 to 276 and Lots 307-320 in Phase 3A</i>					

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Pulte Home Company, LLC is the owner of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning Woodbury Phase 3 (Lots 251 to 400)
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2701 Old US 1 Highway

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)

Chris Raughley

CHRIS RAUGHLEY, VP LAND

Type or print name

7/26/19

Date

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.**

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Pulte Home Company, LLC _____ is the owner of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning Woodbury Phases 1 and 2
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: See attached list _____

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)

Chris Raughey
CHRIS RAUGHEY, VP LAND
Type or print name

7/26/19
Date

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.**

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Arnold Robert Raley and Susan Mary Raley is the owner of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning Woodbury Lot 111
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2552 Kylewynd, New Hill, NC 27562

The agent for this project is: Pulte Home Company, LLC

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

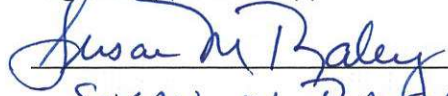
Agent Name: Craig Duerr

Address: 1225 Crescent Green Drive, Suite 250, Cary, NC 27513

Telephone Number: 919-816-1155

E-Mail Address: craig.duerr@pultegroup.com

Signature(s) of Owner(s)


SUSAN M RALEY

Type or print name

7/30/2019

Date


ARNOLD R RALEY

Type or print name

7/30/2019

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Gene Parrish Jr. and Beverly M. Parrish _____ is the owner of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning Woodbury Lot 108
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2567 Collection Court, New Hill, NC 27562

The agent for this project is: Pulte Home Company, LLC

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

Agent Name: Craig Duerr

Address: 1225 Crescent Green Drive, Suite 250, Cary, NC 27513

Telephone Number: 919-816-1155

E-Mail Address: craig.duerr@pultegroup.com

Signature(s) of Owner(s)

☆

Gene Parrish Jr

Gene Parrish

Type or print name

8-1-19

Date

☆

Beverly M Parrish

Bereryl Parrish

Type or print name

8-1-19

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Anne F. Kehs and Jonathan R. Haynes is the owner of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning Woodbury Lot 80
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 2564 Collection Court, New Hill, NC 27562

The agent for this project is: Pulte Home Company, LLC

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

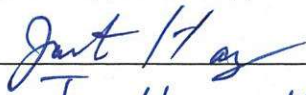
Agent Name: Craig Duerr


Address: 1225 Crescent Green Drive, Suite 250, Cary, NC 27513

Telephone Number: 919-816-1155

E-Mail Address: craig.duerr@pultegroup.com

Signature(s) of Owner(s)


Jonathan Haynes 7-30-19
Type or print name Date


Anne Kehs 30 JUL 19
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.**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning Department

Requested Motion

Motion to set Public Hearing for the September 17, 2019 Town Council Meeting regarding Rezoning Application #19CZ17 (Woodbury PUD Amendment). The applicant, Pulte Home Company, LLC, seeks to rezone approximately 42 acres located at 2564, 2567, 2556, 2552, 2548, 2544, 2540, 2536, 2532, 2528, 2516, 2527, 2531, 2545 Collection Court; 2552, 2536, 2531, 2547 Kylewynd Place; 2532, 2528, 2524, 2520, 2516, 2512, 2508, 2504, 2500, 2501, 2505, 2511, 2515, 2519, 2523, 2527, 2531, 2535, 2539, 2543 Impulsion Drive; 2701 Old US Highway 1 (portion of) from Planned Unit Development-Conditional Zoning (PUD-CZ #16CZ01) to Planned Unit Development-Conditional Zoning (PUD-CZ) in order to update an architectural standard.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The following PINs are included in this rezoning: 0710855474, 0710857473, 0710855545, 0710855631, 0710855646, 0710855742, 0710855747, 0710855842, 0710855847, 0710855942, 0710865171, 0710857933, 0710857838, 0710857731, 0710859436, 0710858676, 0710950758, 0710951508, 0710953870, 0710953865, 0710953950, 0710953946, 0710963010, 0710962095, 0710962069, 0710962137, 0710963227, 0710964235, 0710964179, 0710964183, 0710965008, 0710965013, 0710955937, 0710955942, 0710955857, 0710955852, 0710955766, 0710955791, portion of 0720057756

Attachments

1. Vicinity Map
2. Application



APPLICATION INFORMATION

Application #: 2019-01
Fee Paid: \$600.00

Submittal Date: 8/1/2019
Check #: 73660

Hard Copy Submittal Requirements:

- ☒ One (1) copy of Amendment to the Unified Development Ordinance Application
- ☒ Amendment to the Unified Development Ordinance fee

Applicant Information

Applicant: Springfield Sign
Address: 4825 E Kearney St.
City: Springfield State: MO Zip: 65803
Phone: 417.862.2454 Email: loram@springfieldsign.com

The applicant does hereby make application and does petition the Town Council to amend the Unified Development Ordinance of the Town of Apex for the following: **(Attach additional sheets as necessary)**

UDO Section(s): 8.7.1.A.13 Menu Board Requirements

(Example: Section 5.2.7(D) Dimensional Standards for Accessory Structures, Corner Lot)

Proposed Change(s):

Please see attached

Describe how the proposed amendment(s) is compatible with existing uses surrounding the subject land.

Please see attached

What changed or changing conditions justify the passage of the UDO amendment(s)?

Please see attached

How will the proposed change(s) effect the natural environment?

Please see attached

APPLICATION INFORMATION

Application #: _____ Submittal Date: _____

Will the proposed amendment(s) provide a community need? ☒ yes ☐ no

If yes, please describe Please see attached

Will the proposed amendments provide an orderly development pattern?

Please see attached

Describe whether the proposed amendment(s) will be adequately served by public facilities.

Please see attached

Describe how the amendment is consistent with the 2030 Land Use Map.

Please see attached

I hereby acknowledge that proposed amendments to the Unified Development Ordinance is a matter of legislative discretion of the Town Council. As the applicant, I am responsible for presenting the proposed amendments to the Planning Board and Town Council respectively.

Lora Martinson

Signature

7/31/2019

Date

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

RCH Apex, LLC

is the owner of the property for which the attached

application is being submitted:

- ☐ Land Use Amendment
☐ Rezoning
☐ Site Plan
☐ Subdivision
☐ Variance
☒ Other: Amendment to the UDO

The property is located at: 1401 Kelly Rd. Apex, NC 27502

The agent for this project is: Springfield Sign

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

Name: Springfield Sign - Mark Wessell/Lora Martinson

Address: 4825 E Kearney St. Springfield, MO 65803

Telephone

Number:

417.862.2454

Fax

Number:


417.862.1887

E-Mail

Address:

loram@springfieldsign.com

Signature(s) of Owner(s)


Jay Campbell

Type or print name

Type or print name

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.**



SPRINGFIELD SIGN

design | build | install | service

ADDRESS
4825 E Kearney St
Springfield, MO 65803

CONTACT US
800.845.9927
springfieldsign.com

Culver's of Apex, NC
1401 Kelly Rd.
Apex, NC 27502

UDO Amendment – Responses

Proposed Changes

Existing UDO section **8.7.1.A.13 Menu Board Requirements**

An accessory sign providing items and price associated with a drive-thru window or walk-up window and meets the conditions below:

Changeable menu boards shall be allowed provided that:

- a) Such signs shall not exceed thirty-two (32) square feet in area and six (6) feet in height.
- b) Two (2) signs shall be permitted per drive-through not to exceed sixty-four (64) combined square feet.
- c) Such signs shall not be legible from a public right-of-way or adjacent property.
- d) Such signs may be internally and externally illuminated per Sec.8.7.6(B), *Sign Illumination*.
- e) Also subject to Sec. 8.7.4. *Sign Design and Color* and 8.7.5 *Master Sign Plan Requirement*

Proposed Change to UDO section **8.7.1.A.13 Menu Board Requirements** (shown in Blue and Bold)

An accessory sign providing items and price associated with a drive-thru window or walk-up window and meets the conditions below:

Changeable menu boards shall be allowed provided that:

- a) Such signs shall not exceed thirty-two (32) square feet in area and six (6) feet in height.
- b) Two (2) signs shall be permitted per drive-through not to exceed sixty-four (64) combined square feet.
- c) Such signs shall not be legible from a public right-of-way or adjacent property.
- d) Such signs may be internally and externally illuminated per Sec.8.7.6(B), *Sign Illumination*.
- e) Also subject to Sec. 8.7.4. *Sign Design and Color* and 8.7.5 *Master Sign Plan Requirement*

f) Alternatively, one (1) menu board sign, as opposed to two (2) menu board signs (section b) would be allowed but sign shall not exceed forty (40) square feet in area and 6' in height.

Describe how the proposed amendment(s) is compatible with existing uses surrounding the subject land:

The proposed amendment in general does not alter the existing uses surrounding the subject land. If a single menu board is allowed, a positive effect is found in that there is a reduction of signage as well as that the overall sizing of such sign is smaller than otherwise allowed, both a positive effect.



ADDRESS
4825 E Kearney St
Springfield, MO 65803
CONTACT US
800.845.9927
springfieldsign.com

What changed or changing conditions justify the passage of the UDO amendment(s)?

In general, when a city has a vision for unified development, the goal and result often is to attract new opportunities (commercial, residential, recreational, and the like) to their community, from a commercial perspective this comes with many different branded/franchised entities across all walks of life. To answer the question here, the change is success and new opportunity that comes to town so-to-speak. The UDO is driven by the needs of the community as a whole and governing entities must quantify and define many aspects of development <codes> to be successful for, and to align to, their visions and goals. However, to the overall needs of the community (private citizens and businesses alike) some areas of any ordinance can be overly specific creating incompatibility or inflexible specifications, a somewhat "one-size-fits-all" limitation. The specific amendment proposed herein allows another "flexible" solution while actually having a side benefit of limiting the number and sizing of this particular type of sign (menu board). Menu boards in general are as unique as each and every business is, this simple and minor amendment allows for one more way for the next unique business to fit in.

How will the proposed change(s) effect the natural environment?

In general, I suspect that most people find that a proliferation of signs is distracting from the natural environment, so to that point, having this amendment option available, the reduction of quantity and sizing positively impacts this point of view and the natural environment, additionally with smaller signs less light "pollution" is at hand during the evening hours.

Will the proposed amendment(s) provide a community need?

Yes, as stated above a more flexible UDO is of value to all members of the community. Additionally, and specifically from a Culver's (petitioner's) point of view, hardships are reduced and specific limitations of not having a brand standard menu board are alleviated, some of these hardships/issues are:

- (a) The entire Culver's system (approximately 700 locations) is based upon one menu board and only one option is available to franchisees as described herein.
- (b) Without the brand standard menu board this location would be incompatible and not cohesive with franchising standards, point of purchase (POP) information available and marketing ties-ins such as TV and radio broadcast.
- (c) In general, items would have to be eliminated from the menu board display, the POP panels are standard throughout the entire system and custom panels are not available. A custom size menu board cabinet is not available.
- (d) Sales for any eliminated product would be significantly and negatively impacted.
- (e) Lower sales volumes create higher per piece purchase costs for the consumer and is harmful from a cost-of-living point of view for the general public.
- (f) Increased costs, especially those not similarly experienced by competitors, leads to less competitive selling and could ultimately compromise the integrity of the business model.



ADDRESS
4825 E Kearney St
Springfield, MO 65803
CONTACT US
800.845.9927
springfieldsign.com

(g) Of the items that would not be able to be displayed, salads would be one. This is also a detriment to the general health of the public, it is well known that there are many arguments on the limited availability for quality and health balanced meals for the general public, this would add to that general concern and negative pressure.

(h) The efficient operation of the drive-thru is impacted as marketing messages and general consumer education/understanding with respect to menu board items are not being aligned, creating longer times for order placement and increasing the amount of time to utilize the drive-thru ordering system and therefore often times creating congestion and lane back-up.

Will the proposed amendment(s) provide an orderly development pattern?

Yes.

Describe whether the proposed amendment(s) will be adequately served by public facilities.

From this regard, there are no changes associated with the approval of the proposed amendment change.

Describe how the amendment(s) is consistent with the 2030 Land Use Map.

There are no changes associated with the approval of the amendment as proposed.

***Color information is included, black and white copies of this response may not convey the information needed.*

I think when this is looked at objectively, we satisfy the standards required for an UDO Amendment request and that the proposed amendment will be found to be consistent with the spirit, purpose and intent of the sign ordinances governing Apex while offering some new advantages. I have over 30+ years of experience and have sat on a lot of local/national review committees with the specific purpose of modification or development of codes and ordinances for unified development. This proposal is consistent with many other communities we have been involved in. I truly thank you for your insight and time to this issue, thanks as always.

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Town of Apex, North Carolina



AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE APPLICATION: Applications are due by 12:00 pm on the first business day of each month.

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE FEE: \$600.00

An amendment to the text of the Unified Development Ordinance may be proposed by the Town Council, the Planning Board, the Board of Adjustment, the Planning Director, by the owner, or any other person having a recognized interest in the land for which a development is proposed, or their authorized agent.

Standards:

The advisability of amending the text of the Unified Development Ordinance is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In determining whether to adopt or disapprove proposed amendments to the text of the Unified Development Ordinance, the Town Council shall consider the following factors:

1. *Compatible with surrounding uses.* Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land.
2. *Changed conditions.* Whether and the extent to which there are changed conditions that require an amendment.
3. *Effect on natural environment.* Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
4. *Community need.* Whether and the extent to which the proposed amendment addresses a demonstrated community need.
5. *Development patterns.* Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern and not constitute spot zoning.
6. *Public facilities.* Whether and the extent to which the proposed amendment would result in development that is adequately served by public facilities (roads, potable water and sewage, schools, parks, police, and fire and emergency medical facilities).
7. *Consistency with 2030 Land Use Map.* Consistency with the 2030 Land Use Map.

MB-DT-46 CUSTOM EXTERIOR MENU BOARD

APEX, NC
1401 Kelly Road

Blue Outdoor Drive-Thru Menu Board

MB-DT-46-C

Standard Menu Board for Drive-Thru Lane

LED Internal Illumination

POP Graphic panels must be purchased separately

POPP-Out magnet access panels included for easy in & out of POP panels

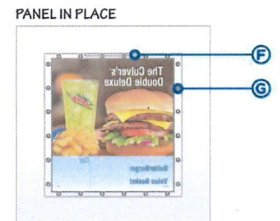
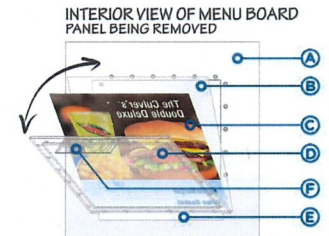
"-CS" option for 160mph coastal wind standards available

Locking rear access doors (4)

Culver's



POPP-Out Point Of Purchase Panel System



- A - INSIDE BACK OF MENU BOARD FACE (ONLY ONE PANEL SHOWN FOR CLARITY)
- B - FRONT PANEL IS ANTI-GLARE (CLEAR) FOR INCREASED VISIBILITY
- C - POP PANEL - PRODUCT GRAPHIC
- D - REAR PANEL FITTED WITH POPP-Out PANEL
- E - SUPPORTING "TIP TRAY" FOR PANELS (SELF ALIGNING)
- F - POPP-Out TAB HANDLE
- G - PAIRED MAGNETIC "LATCH" (MAGNETS EMBEDDED IN POP-OUT PANEL & BACK OF MENU BOARD)

SALES PERSON:	DESIGNED BY:	AO:
MARK WESSELL	J WILSON	17914

DATE CREATED / REVISION HISTORY	
12/12/18 - NEW	
3/22/19 - Permitting	

FILE PATH:
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SPRINGFIELD SIGN
www.springfieldsign.com

MB-DT-46 CUSTOM EXTERIOR MENU BOARD

APEX, NC
1401 Kelly Road

Blue Outdoor Drive-Thru Menu Board

MB-DT-46-C

Standard Menu Board for Drive-Thru Lane

LED Internal Illumination

POP Graphic panels must be purchased separately

POPP-Out magnet access panels included for easy in & out of POP panels

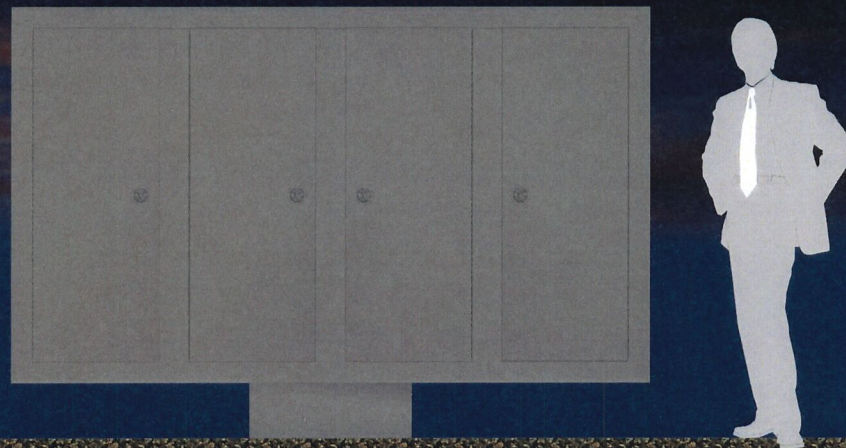
"-CS" option for 160mph coastal wind standards available

Locking rear access doors (4)

FRONT - NIGHT VIEW



REAR - NIGHT VIEW



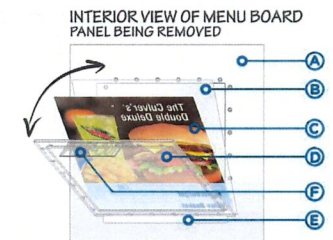
SCALE: 3/8" = 1'

*SCALE AND COLORS NOT REPRESENTATIVE FROM EMAIL ATTACHMENTS
*ALL MEASUREMENTS ARE APPROXIMATE

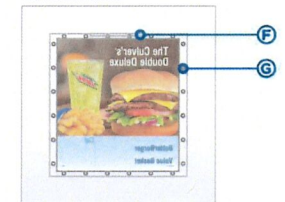
CUSTOM

POPP-Out

Point Of Purchase Panel System



PANEL IN PLACE



- A - INSIDE BACK OF MENU BOARD FACE (ONLY ONE PANEL SHOWN FOR CLARITY)
- B - FRONT PANEL IS ANTI-GLARE (CLEAR) FOR INCREASED VISIBILITY
- C - POP PANEL - PRODUCT GRAPHIC
- D - REAR PANEL FITTED WITH POPP-Out PANEL
- E - SUPPORTING "TIP TRAY" FOR PANELS (SELF ALIGNING)
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SALES PERSON:
MARK WESSELL

DESIGNED BY:
J WILSON

AQ:
17914

DATE CREATED / REVISION HISTORY

12/12/18 - NEW
3/22/19 - Permitting
4/29/19 - NIGHT VIEW

FILE PATH:
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Culver's

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PAYMENT DATE

08/02/2019

COLLECTION STATION

Brenda Culbertson

RECEIVED FROMSpringfield Sign & Graphics,
Inc. (dba) Springfield Sign**TOWN OF APEX**

P O BOX 250

APEX, NC 27502

(919) 362-8676 - Utility Payments

(919) 249-3418 - Permits Only

(919) 249-3426 - Planning & Zoning Only

BATCH NO.

2020-00000415

RECEIPT NO.

2020-00022348

CASHIER

Brenda Johnson

DESCRIPTION

UDO Amendment Request - Springfield Sign (menu boards)

PAYMENT CODE	RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PPC	PROJECT PLANNING CENTER FEES UDO Amendment Request - Springfield Sign (menu boards)		\$600.00
Payments:	Type	Detail	Amount
	Check	73660	\$600.00
Total Amount:			\$600.00

Customer Copy

Customer Copy

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: SEPTEMBER 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning Department

Requested Motion

Motion to set Public Hearing for the September 17, 2019 Town Council meeting regarding an amendment to the Unified Development Ordinance related to the size of menu board signs.

Approval Recommended?

The Planning Department recommends approval.

Item Details

UDO Amendment Summary:

Requested by Springfield Sign:

Amendments to Sec. 8.7.1.A.13 *Menu Board* in order to increase the maximum sign area for a menu board from 32 square feet to 40 square feet with the condition that only one menu board sign be permitted if the larger sign area is used.

Attachments

- Application



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19CZ09, Dan Ryan Builders, petitioners for the property located at 2236 Olive Chapel Road.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19CZ09 was approved at the August 20, 2019 Town Council Meeting

Attachments

- Statement of the Town Council
- Ordinance to Amend the Official Zoning District Map



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19CZ09**

Charlie Yokley, McAdams Company/Kristi Dillard Dan Ryan Builders, Crescent Apex, LLC owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 1st day of May 2019 (the "Application"). The proposed conditional zoning is designated #19CZ09.

The Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #19CZ09 before the Planning Board held on the 12th day of August 2019.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19CZ09 before the Town Council on the 20th day of August 2019.

The Apex Planning Board held a public hearing on the 12th day of August 2019, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #19CZ09. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19CZ09.

The Apex Town Council held a public hearing on the 20th day of August 2019. Liz Loftin, Senior Planner presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19CZ09 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council by a vote of 3 to 2 approved Application #19CZ09 rezoning the subject tract located at 2236 Olive Chapel Road from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ).

The Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

STATEMENT OF THE APEX TOWN COUNCIL ZONING PETITION #19CZ09
PAGE 2

The Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that the density will be in keeping with surrounding approved development; further the annexation of the property will add to the existing tax base.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 4.52 ACRES LOCATED ON 2236 OLIVE CHAPEL ROAD FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT CONDITIONAL ZONING (PUD-CZ)

#19CZ09

WHEREAS, the application of Charlie Yokley, McAdams Co./Kristi Dillard, Crescent Apex, LLC petitioner, for the rezoning of lands hereinafter described was duly filed with the office of the Planning Director and thereafter a public hearing was held hereon on the 12th day of August 2019 before the Planning Board. Thereafter, the Planning Board submitted its final report to the Town Council recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Apex Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes. A public hearing was held on the 20th day of August 2019, before the Town Council. All public hearings were held pursuant to due notice mailed and published pursuant to G.S. § 160A-384; **NOW, THEREFORE**,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Attachment "A" – Legal Description which is incorporated herein by reference, and said lands are hereafter referred to as the "Rezoned Lands."

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Rural Residential (RR) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Linden Lot 22 PUD which are imposed as part of this rezoning.

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Ordinance Amending the Official Zoning District Map #19CZ09
Page Two

Section 6: This ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member_____

Seconded by Council Member_____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2019.

TOWN OF APEX

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Beginning at a P.K. Nail located in the centerline of Olive Chapel Road (60' Public R/W), thence with the centerline of Olive Chapel Road South $70^{\circ}48'44''$ West a distance of 189.41 feet to a P.K. Nail in the eastern right of way intersection of Olive Chapel Road and Pricewood Lane (Private R/W), thence leaving the right of way of Olive Chapel Road with the right of way of Pricewood Lane the following three (3) calls North $19^{\circ}13'22''$ West a distance of 251.28 feet to an existing iron pipe, thence along a curve to the right having an arc length of 89.83 feet, a radius of 264.67 feet, a chord bearing and distance of North $09^{\circ}29'58''$ West 89.40 feet to an existing iron pipe, thence North $00^{\circ}13'27''$ East a distance of 529.95 feet to an existing iron pipe in the line of lands now or formerly owned by Crescent Apex, LLC as recorded in Deed Book 17044, Page 910 of the Wake County Registry, thence leaving the right of way of Pricewood Lane with the common line of Crescent Apex, LLC South $89^{\circ}44'26''$ East a distance of 277.54 feet to an existing iron pipe, thence South $00^{\circ}14'03''$ West a distance of 791.89 feet to the point of beginning containing 217,662 square feet or 4.997 acres more or less.

LINDEN LOT 22 PUD

PD PLAN

APEX, NORTH CAROLINA

Submitted: May 1, 2019

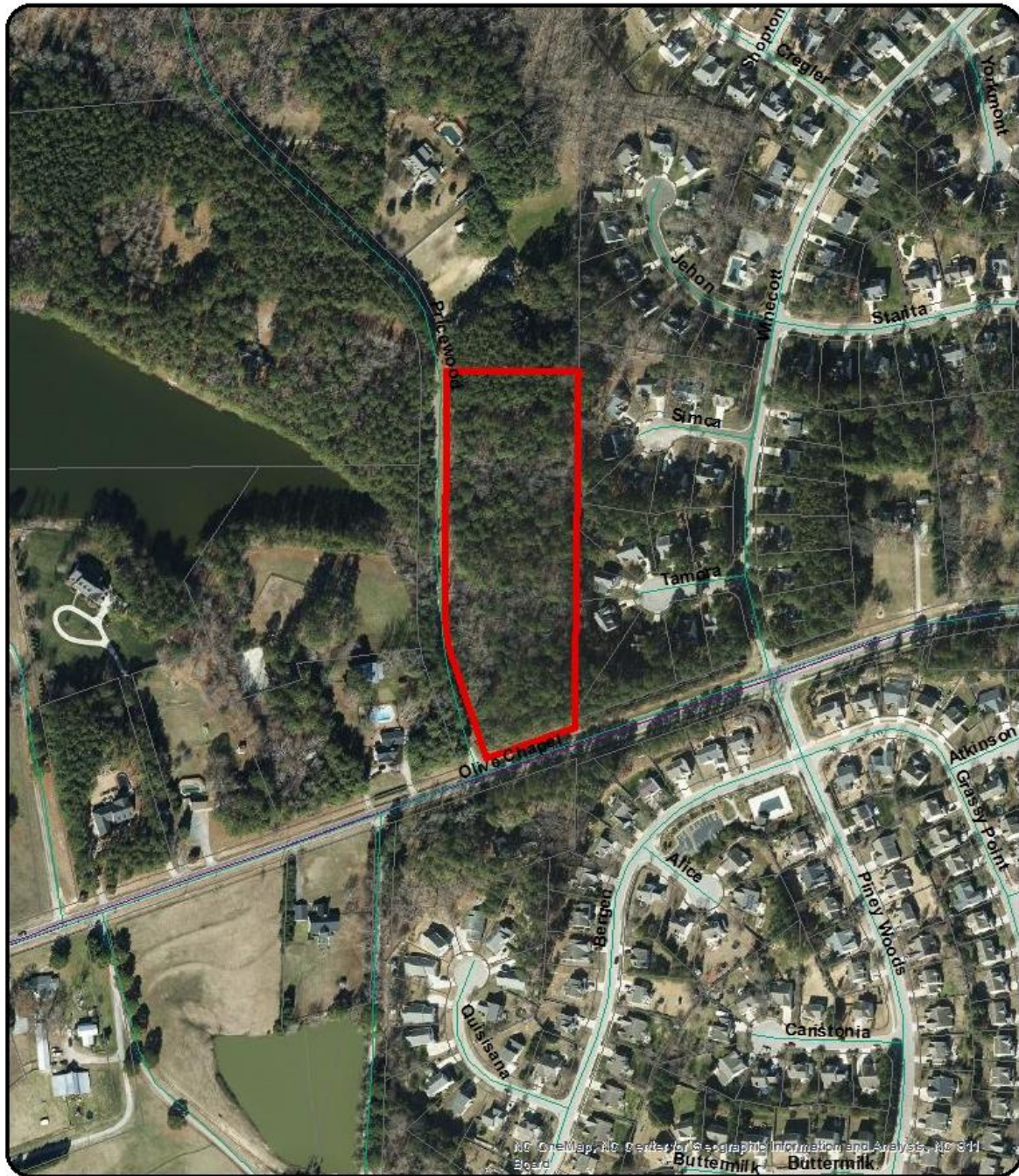
PREPARED BY:



Section 1: Table of Contents – PUD Text

Section 1: Table of Contents
Section 2: Vicinity Map
Section 3: Project Data
Section 4: Purpose Statement
Section 5: Permitted Uses
Section 6: Design Controls
Section 7: Architectural Controls
Section 8: Parking and Loading
Section 9: Signage
Section 10: Natural Resource and Environmental Data
Section 11: Stormwater Management
Section 12: Parks and Recreation
Section 13: Public Facilities
Section 14: Phasing Plan
Section 15: Consistency with Land Use Plan
Section 16: Compliance with UDO
Section 17: Additional Zoning Conditions

Section 2: Vicinity Map



**LINDEN LOT 22 PUD
VICINITY MAP**



Section 3: Project Data

A. Name of Project:

Linden Lot 22 PUD

B. Applicant

Owner/Developer:

Dan Ryan Builders
3000 RDU Center Drive Suite 202
Morrisville NC 27560

Prepared By:

Charlie Yokley, AICP
McAdams
2905 Meridian Parkway
Durham, NC 27713

C. Current Zoning Designation:

Rural Residential (RR)

D. Proposed Zoning Designation:

PUD-CZ

D. Current 2045 Land Use Map Designation:

Medium Density Residential (single-family homes, duplexes, and townhomes up to 7 units per acre).

E. Proposed 2045 Land Use Map Designation:

No change requested. The proposed zoning is consistent with the current designation.

F. Proposed Use:

11 single-family detached lots and associated open space and infrastructure.

G. Size of Project

Total Acreage within PUD: 4.52 Acres

Property Identification Number (PIN) and Acreage:

0722-60-2549

Section 4: Purpose Statement

The Linden Lot 22 PUD will consist of single-family detached lots averaging 7,300 square feet. The proposed development will set aside required resource conservation areas. The development concept is consistent with the Town's stated PUD goal to provide site specific, high quality neighborhoods that exhibit natural feature preservation as well as compatibility with, and connectivity to, surrounding land uses. This development will comply with the PUD Development Parameters outlined in §2.3.4.F.1.a.i-vii of the Town of Apex Unified Development Ordinance. The Linden Lot 22 PUD is in compliance with 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 Linden Lot 22 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-C 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.*
 - **The Linden Lot 22 PUD is an 11-lot single-family residential development, which is in compliance with the 2045 Land Use Map.**
- *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.*
 - **The proposed dimensional standards are in compliance with the Town of Apex UDO. Development of the parcel will be in compliance with all other requirements 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.*
 - **Public sidewalks will be constructed along the both sides of all streets, as required by the Town of Apex UDO. Required improvements, per the Town of Apex**

Transportation Plan, will be made to Olive Chapel Road. Subject to Town of Apex and NCDOT approval, off-site public sidewalk on Olive Chapel Road will be extended to the property boundary and a mid-block crossing and associated sidewalk improvements will be installed to connect to the existing public sidewalk on the south side of Olive Chapel Road.

- 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.
 - Linden Grove Lane is located to the west of the Linden Lot 22 PUD. The properties to the east have been development for single-family residential uses; there is no opportunity to connect a public street to adjacent properties. Public sidewalks will be constructed as required by the Town of Apex along Linden Grove Lane and Olive Chapel Road. Subject to Town of Apex and NCDOT approval, off-site public sidewalk on Olive Chapel Road will be extended to the property boundary and a mid-block crossing and associated sidewalk improvements will be installed to connect to the existing public sidewalk on the south side of Olive Chapel Road.
- 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 Linden Lot 22 PUD is an 11-lot single-family residential development. The uses of this parcel will be compatible with the character of surrounding land uses and will not have a negative impact on the value of surrounding properties.
- 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.
 - The single-family residential structures in the Linden Lot 22 PUD will be high-quality construction that is a higher quality than the typical single-family residential development. Architectural elevations illustrating the high-quality development are included with the PUD-CZ application.

All site-specific standards and conditions of this PD Plan shall be consistent with all Conditional Zoning (CZ) District standards set forth in the UDO Section 2.3.3, *Conditional Zoning Districts*. The proposed PUD, with a maximum density of 2.44 units per acre, will provide a development density that is consistent with the 2045 Land Use Plan designation of Medium Density Residential. The Advance Apex The 2045 Plan describes medium density residential use as “single-family and townhomes up to 6 units per acre...providing a transition from the more

urbanized areas of Apex to the low density neighborhoods in the western part of the study area”.

Section 5: Permitted Uses

The development will only include residential and supporting uses. Specifically, the permitted uses include:

- Single-family
- Greenway
- Recreation Facility, Private
- Park, Active
- Park, Passive
- Utility, minor
- Accessory Apartments

Section 6: Proposed Design Controls

A. Maximum Non-Residential Densities (SF per non-residential use)

This PUD does not provide for any non-residential land uses (see Section 5, *Permitted Uses*).

B. Residential Densities and Design Controls

Density - The overall gross density shall not exceed 2.44 units per acre.

Design Controls – Dimensional standards below shall apply to all residential uses, and at a minimum, will comply with Section 2.3.4 (F) of the UDO.

Maximum Density:	2.44 Units/Acre (includes RCA and rights-of-way)
Maximum Number of lots:	11
Maximum Built-Upon Area:	70%
Minimum Lot Size:	6,000 square feet
Average Lot Size:	7,300 square feet
Minimum Lot Width:	60 feet
Maximum Building Height:	36 feet
Building Setbacks	
Front:	10 feet (house); 18 feet (garage)
Side:	5 feet
Rear:	15 feet
Corner:	10 feet

Note: Porches, patios, decks and other accessory structures may encroach into building setbacks as allowed by the Town of Apex UDO.

C. Buffers

Perimeter Buffers

East Property line: 20-foot Type B

Northern Property line: 10' Type B

Note: Where perimeter buffers coincide with stream buffers or 100-year floodplain, existing vegetation will be used to meet the buffer width and opacity.

Streetscape Buffers

A 30' Type B Buffer will be provided along Olive Chapel Road.

Section 7: Proposed Architectural Controls

The proposed development 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. The elevations included are a condition of approval. Elevations included are limited examples of multiple options available. 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 Residential Master Subdivision Plan submittal.

A. Single-family residential:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. The garage cannot protrude more than 1' out from the front façade or front porch.
4. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.
5. The roof shall be pitched at 5:12 or greater.
6. 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
 - 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. 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.
8. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.

B. Proposed Materials

Proposed materials will be of a similar palette to provide consistency of character along with visual interest. Exterior material may include:

- Cementitious siding
- Wood siding
- Stone or synthetic stone
- Brick

Please refer to sample building elevations that were included with this PUD application. Additional building materials may be included with administrative staff approval.

Section 8: Parking and Loading

All parking standards within the PUD will comply with Section 8.3, *Parking and Loading*, of the Town of Apex's UDO. Sidewalks will be provided on both sides of all roads within the project.

Section 9: Signage

All signage for this PUD shall comply with Section 8.7, *Signs*, of the Town of Apex UDO.

Section 10: Natural Resource and Environmental Data

A. River Basins and Watershed Protection Overlay Districts

The project is located within the Beaver Creek drainage basin, which is within the Cape Fear River Basin. The project site is located within the Primary Watershed Protection Overlay District as shown on the Town of Apex watershed map. Given this overlay district, this PUD will comply with all built upon area, vegetated conveyances, structural BMP's and riparian stream buffer requirements of Section 6.1.7 (B)(1)-(4).

B. 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 preserve a minimum of 25% 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 RCA's throughout the site. Additional RCA area provided as stormwater management areas, and greenway trails will contribute to a more walkable community.

C. Any historic structures present

As confirmed by the North Carolina State Historic Preservation Office and Capital Areas Preservation, Inc. there are no historic structures present within the project boundary.

Section 11: Stormwater Management

This PUD shall meet all stormwater management requirements for quality and quantity treatment in accordance with Section 6.1.7 of the UDO, such that:

- Post development peak runoff shall not exceed pre-development peak runoff conditions for the 1 year, 10 year, and 24-hour storm events.
- Treatment for the first 1 inch of runoff will provide for 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 DWQ Stormwater BMP Manual and the Town of Apex UDO.

Section 12: Parks and Recreation

The Linden Lot 22 PUD does not require play lawns due to the small scale of the development.

Section 13: 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.

Specifically, road and utility infrastructure shall be as follows:

- **General Roadway Infrastructure**
All proposed roadway infrastructure will be consistent with the Town of Apex UDO and Transportation Plan (updated in 2019).

Please refer to the concept plan of the PUD plan for proposed access points, stub roads and planned connectivity. All access and circulation is conceptual and will be finalized at the time of site plan.

- **Right-of-Way Dedication**

The project will dedicate additional right-of-way for Olive Chapel Road along the property frontage as required by the Apex Transportation Plan. ½ of the right-of-way needed to get to the required 110' of right-of-way will be dedicated.

- **Water and Sanitary Sewer**

All lots within the project will be served by with Town of Apex for water and sanitary. The utility design will be finalized at the time of master subdivision and be based on available facilities adjacent to the site at that time. A conceptual utility plan is included in the PUD 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 the Town of Apex standards as outlined in the UDO.

Section 14: Phasing Plan

This PUD will be completed in a single phase.

Section 15: Consistency with the Land Use Plan

The proposed land use is consistent with *the Advance Apex 2045: The Apex Comprehensive Plan*, adopted in February 2019.

Section 16: Compliance with the 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). Any deviations from UDO requirements have been specifically defined within this document.

Section 17: Additional Zoning Conditions

As part of the approval of the Linden Lot 22 PUD, the applicant commits to the following zoning conditions:

1. Subject to Town of Apex and NCDOT approval, off-site public sidewalk on Olive Chapel Road will be extended to the property boundary and a mid-block crossing and associated sidewalk improvements will be installed to connect to the existing public sidewalk on the south side of Olive Chapel Road.
2. All homes within the Linden Lot 22 development will be pre-wired for solar power.

3. A solar PV system, with a minimum capacity of at least 4 kW, shall be installed on at least one (1) home within the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being issued for the development.
4. LED lights shall be used throughout the development.
5. A heating system of at least 95% efficiency will be installed on each home within the Linden Lot 22 development.
6. All HVAC units installed in the homes in the Linden Lot 22 development will have a minimum SEER value of 16.
7. If mass graded, an additional 5% RCA shall be provided along Olive Chapel Road and Woodridge buffers.



McAdams

The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269

license number: C-0293, C-187

www.mcadamsco.com

CONTACT

CHARLIE YOKLEY, AICP
yokley@mcadamsco.com
PHONE: 919.287.0761

CLIENT

KRISTI DILLARD
3000 RDU CENTER DRIVE SUITE 202
MORRISVILLE, NC 27560
PHONE: 919.492.4610

PROJECT DIRECTORY

DEVELOPER
KRISTI DILLARD
3000 RDU CENTER DRIVE SUITE 202
MORRISVILLE, NC 27560
PHONE: 919.492.4610

LINDEN LOT 22

OLIVE CHAPEL ROAD & LINDEN GROVE LANE
APEX, NORTH CAROLINA, 27502

PLANNED DEVELOPMENT PLAN FOR PUD-CZ 3RD PUD-REZONING APPLICATION SUBMITTAL

PROJECT NUMBER: DRB-19010

DATE: AUGUST 05, 2019



AERIAL AND VICINTY MAP
1"=200' SCALE

SHEET INDEX

- C1.01 EXISTING CONDITIONS PLAN
- C2.01 LAYOUT/PHASING/UTILITY PLAN

OWNERS

1. CRESCENT APEX LLC
PIN: 0722-60-2549
ZONING: RR
USE: VACANT
AREA: 4.52 AC

TRANSPORTATION CONDITIONS

- 1. DEDICATION OF ADDITIONAL RIGHT-OF-WAY FOR OLIVE CHAPEL ROAD ALONG THE PROPERTY FRONTAGE, AS REQUIRED BY THE APEX TRANSPORTATION PLAN.

REQUIRED FRONTAGE IMPROVEMENTS

- 1. 6' WIDE PAVED SHOULDER BIKE LANE ALONG OLIVE CHAPEL ROAD, AS REQUIRED BY THE ADVANCE APEX/BIKE APEX PLANS.

ZONING CONDITIONS

- 1. SUBJECT TO TOWN OF APEX AND NCDOT APPROVAL, OFF-SITE PUBLIC SIDEWALK ON OLIVE CHAPEL ROAD WILL BE EXTENDED TO THE PROPERTY BOUNDARY AND A MID-BLOCK CROSSING AND ASSOCIATED SIDEWALK IMPROVEMENTS WILL BE INSTALLED TO CONNECT TO THE EXISTING PUBLIC SIDEWALK ON THE SOUTH SIDE OF OLIVE CHAPEL ROAD.
- 2. ALL HOMES WITHIN THE LINDEN LOT 22 DEVELOPMENT WILL BE PRE-WIRED FOR SOLAR POWER.
- 3. A SOLAR PV SYSTEM, WITH A MINIMUM CAPACITY OF AT LEAST 4 KW, SHALL BE INSTALLED ON AT LEAST ONE (1) HOME WITHIN THE DEVELOPMENT. ALL SOLAR INSTALLATION REQUIRED BY THIS CONDITION SHALL BE COMPLETED OR UNDER CONSTRUCTION PRIOR TO 90% OF THE BUILDING PERMITS BEING ISSUED FOR THE DEVELOPMENT.
- 4. LED LIGHTS SHALL BE USED THROUGHOUT THE DEVELOPMENT.
- 5. A HEATING SYSTEM OF AT LEAST 95% EFFICIENCY WILL BE INSTALLED ON EACH HOME WITHIN THE LINDEN LOT 22 DEVELOPMENT.
- 6. ALL HVAC UNITS INSTALLED IN THE HOMES IN THE LINDEN LOT 22 DEVELOPMENT WILL HAVE A MINIMUM SEER VALUE OF 16.
- 7. IF MASS GRADED, AN ADDITIONAL 5% RCA SHALL BE PROVIDED ALONG OLIVE CHAPEL ROAD AND WOODBRIDGE BUFFERS.

GENERAL NOTES

- 1. PROPERTY WILL HAVE TO BE ANNEXED PRIOR TO CD APPROVAL.

SITE DATA

DEVELOPER	KRISTI DILLARD 3000 RDU CENTER DRIVE SUITE 202 MORRISVILLE, NC 27560	
PARCELS	0722-60-2549 (SEE TABLE ON COVER SHEET FOR OWNER INFORMATION)	
SITE AREA	GROSS AREA:	4.52 AC
EXISTING ZONING	RR	
PROPOSED ZONING	PUD-CZ	
RIVER BASIN	CAPE FEAR	
WATERSHED OVERLAY	PRIMARY WATERSHED OVERLAY DISTRICT	
MAX BUILT UPON AREA (IMPERVIOUS)	70%	
2045 LAND USE MAP DESIGNATION	MEDIUM DENSITY RESIDENTIAL	
EXISTING USE	VACANT	
PROPOSED USE	11 SINGLE FAMILY LOTS	
DENSITY	11 LOTS / 4.52 AC = 2.44 UNITS/AC	
	SINGLE FAMILY	
LOT WIDTH	MINIMUM	60'
LOT SIZE	MINIMUM	6,000 SF*
	AVERAGE	7,300 SF
	MAXIMUM NUMBER OF LOTS BETWEEN 6,000 SF - 7,000 SF: 15% OF TOTAL LOTS	
SETBACKS	SIDE	5'
	FRONT	10' (HOUSE) 18' (GARAGE)
	CORNER SIDE	10'
	REAR	15'
BUILDING HEIGHT	MAXIMUM	36'
FEMA FIRM PANEL	3720072200J	
RESOURCE CONSERVATION AREA (RCA)	THE PUD WILL PRESERVE A MINIMUM OF 25% OF THE GROSS PROJECT AREA AS RCA.	



REVISIONS

NO.	DATE
1	
2	

PLANNED
DEVELOPMENT PLAN
FOR PUD-CZ DRAWINGS
FOR:

LINDEN LOT 22
PHASE 1
APEX, NC 27502
PROJECT NUMBER: DRB-19010

ADJACENT PROPERTY OWNERS:

1. CRESCENT APEX LLC
0 CHAPEL HILL RD
APEX NC ZIP
PIN: 0722-51-5962

2. THORNE, LEIGH B
2412 OLIVE CHAPEL RD
APEX NC 27502-8514
PIN: 0722-50-7497

3. THORNE, LEIGH B
2412 OLIVE CHAPEL RD
APEX NC 27502-8514
PIN: 0722-50-9118

4. SEARS, BARBARA OBLER
2409 OLIVE CHAPEL RD
APEX NC 27502-8514
PIN: 0721-69-1901

5. FALLON, KEITH E
108 BERGEN AVE
APEX NC 27502-4846
PIN: 0722-60-4053

6. FISHER, ANNETTE S
1006 TAMORA CT
APEX NC 27502-4464
PIN: 0722-60-5315
7. O'NEILL, JOHN C
1008 TAMORA CT
APEX NC 27502-4464
PIN: 0722-60-4431

8. GEISS, MARIA ANGELICA
1007 TAMORA CT
APEX NC 27502-4464
PIN: 0722-60-4531

9. DAMBORSKY, KYLE
CAMERON DAMBORSKY,
JOANNE CRYSTAL
1005 TAMORA CT
APEX NC 27502-4464
PIN: 0722-60-4579

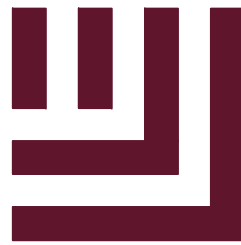
10. LIU, JOE YEN LIU, AMY
HUEY
856 RIVER SONG PL
2004 SIMCA CT
APEX NC 27502-4012
PIN: 0722-60-4792

11. KIGER, DANIEL E, HOLLY A
2006 SIMCA CT
APEX NC 27502-4012
PIN: 0722-60-4728

12. GABRIEL, RONALD
2007 SIMCA CT
APEX NC 27502-4012

GENERAL NOTES:

1. TOPOGRAPHIC INFORMATION TAKEN FROM A COMBINATION OF LIDAR AND DESIGN TOPOGRAPHY FROM LINDEN PROJECT UNDER CONSTRUCTION.
2. SURROUNDING PARCEL INFORMATION TAKEN FROM WAKE COUNTY GIS.
3. THERE ARE NO HISTORIC STRUCTURES ON THE SUBJECT PROPERTY.
4. THERE ARE NO STEEP SLOPES.
5. THIS SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
6. PLAN SHEETS ARE INTENDED FOR ILLUSTRATIVE USE ONLY.



McAdams

The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

KRISTI DILLARD
3000 RDU CENTER DRIVE SUITE 202
MORRISVILLE, NORTH CAROLINA
PHONE: 919.492.4610

LINDEN LOT 22
PUD-REZONING APPLICATION
2236 OLIVE CHAPEL ROAD
APEX, NORTH CAROLINA, 27502



REVISIONS

NO.	DATE	
1	06.07.2019	REZONING PLAN REVIEW COMMENT RESPONSE REVISIONS
2	07.05.2019	2ND REZONING PLAN REVIEW COMMENT RESPONSE REVISIONS
3	08.02.2019	3RD REZONING PLAN REVIEW COMMENT RESPONSE REVISIONS

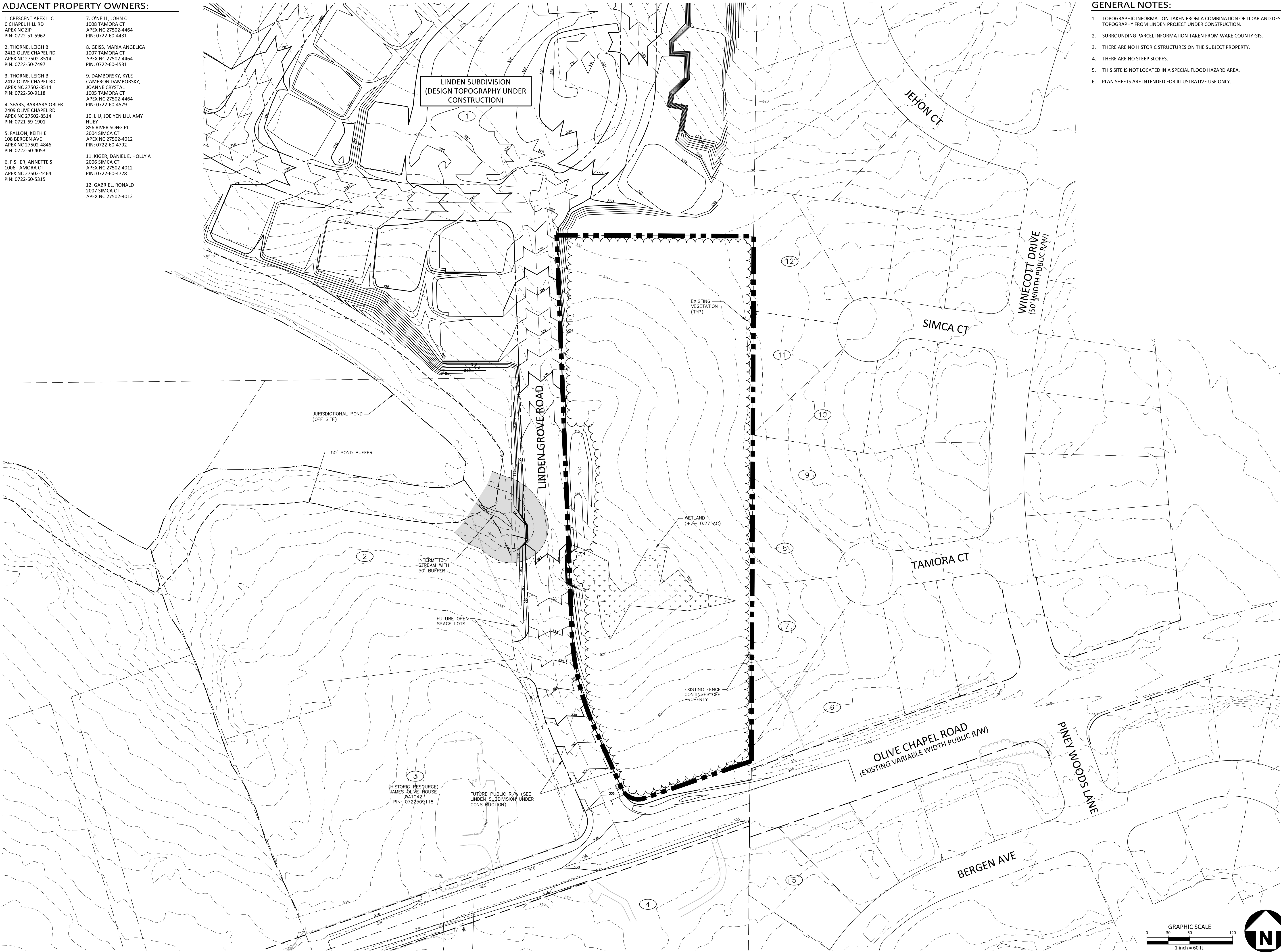
PLAN INFORMATION

PROJECT NO.	DRB-19010
FILENAME	DRB19010-XC1
CHECKED BY	RCZ
DRAWN BY	SMV
SCALE	1"=60'
DATE	08.02.2019

SHEET

EXISTING CONDITIONS
PLAN

C1.01



1. CRESENT APX LLC
4 CHAPEL HILL RD
APEX NC ZIP
PIN: 0722-51-5962

2. THORNE, LEIGH B
2412 OLIVE CHAPEL RD
APEX NC 27502-8514
PIN: 0722-50-7497

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2001 OLIVE CHAPEL RD
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PIN: 0722-59-1901

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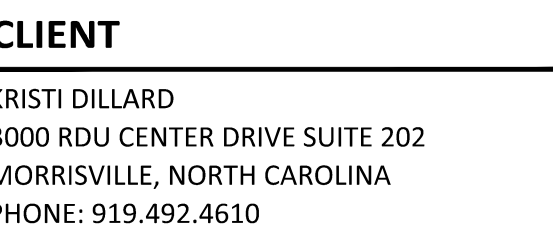
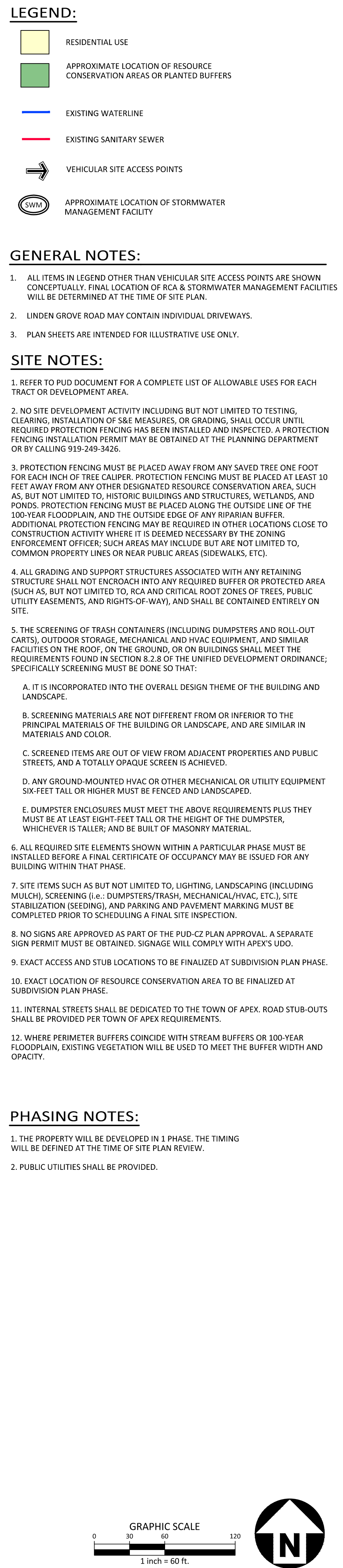
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PUD-REZONING APPLICATION
2236 OLIVE CHAPEL ROAD
APEX, NORTH CAROLINA, 27502



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CHECKED BY	RCZ
DRAWN BY	SMV
SCALE	1"=60'
DATE	08.02.2019

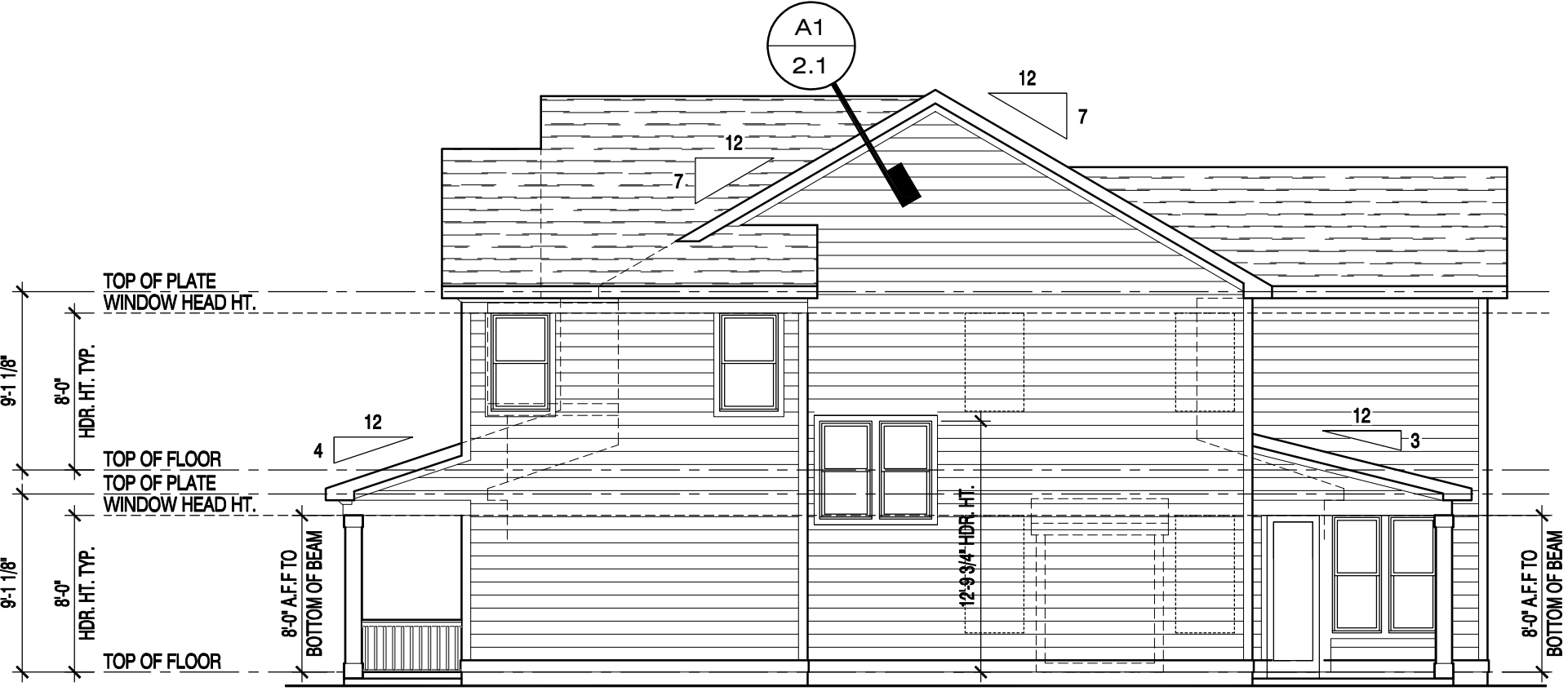
**LAYOUT/PHASING/
UTILITY PLAN**

C2.01

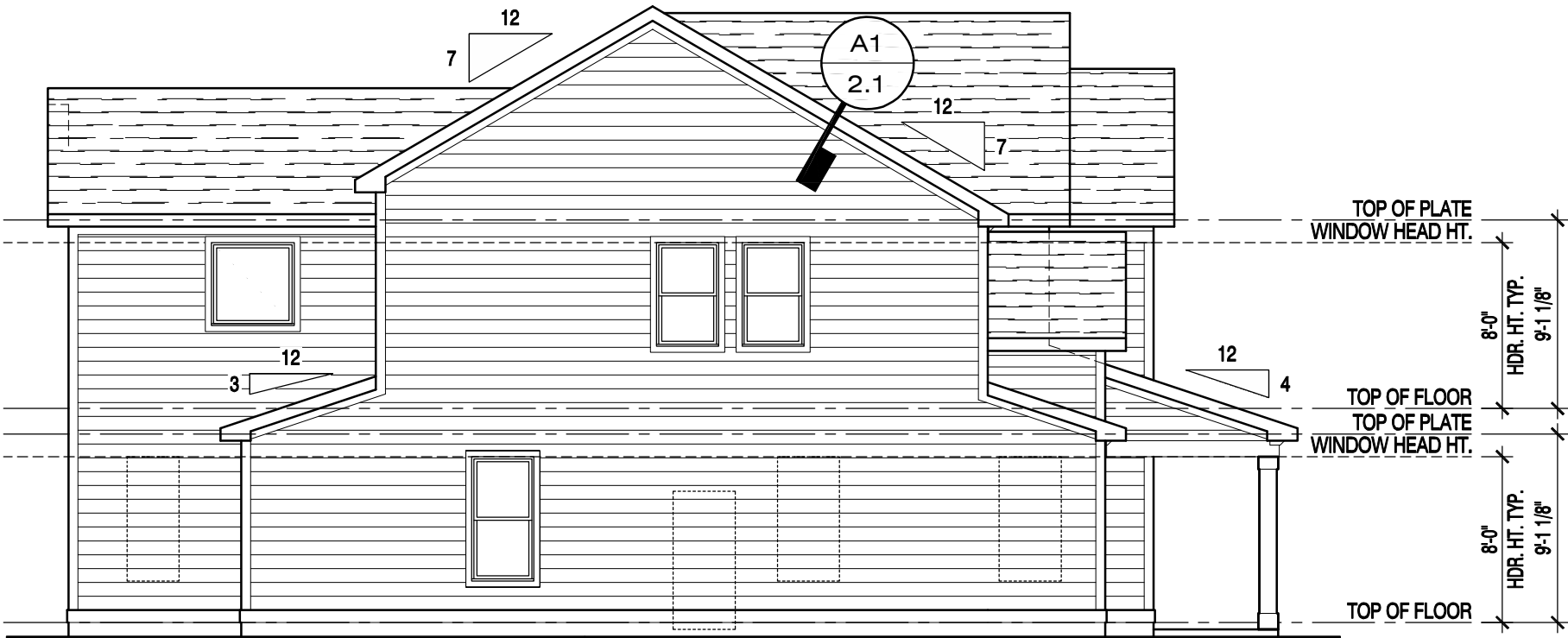
NOTES:
SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
WRAP FRONT DOOR WITH 1X6 TRIM, TYP.



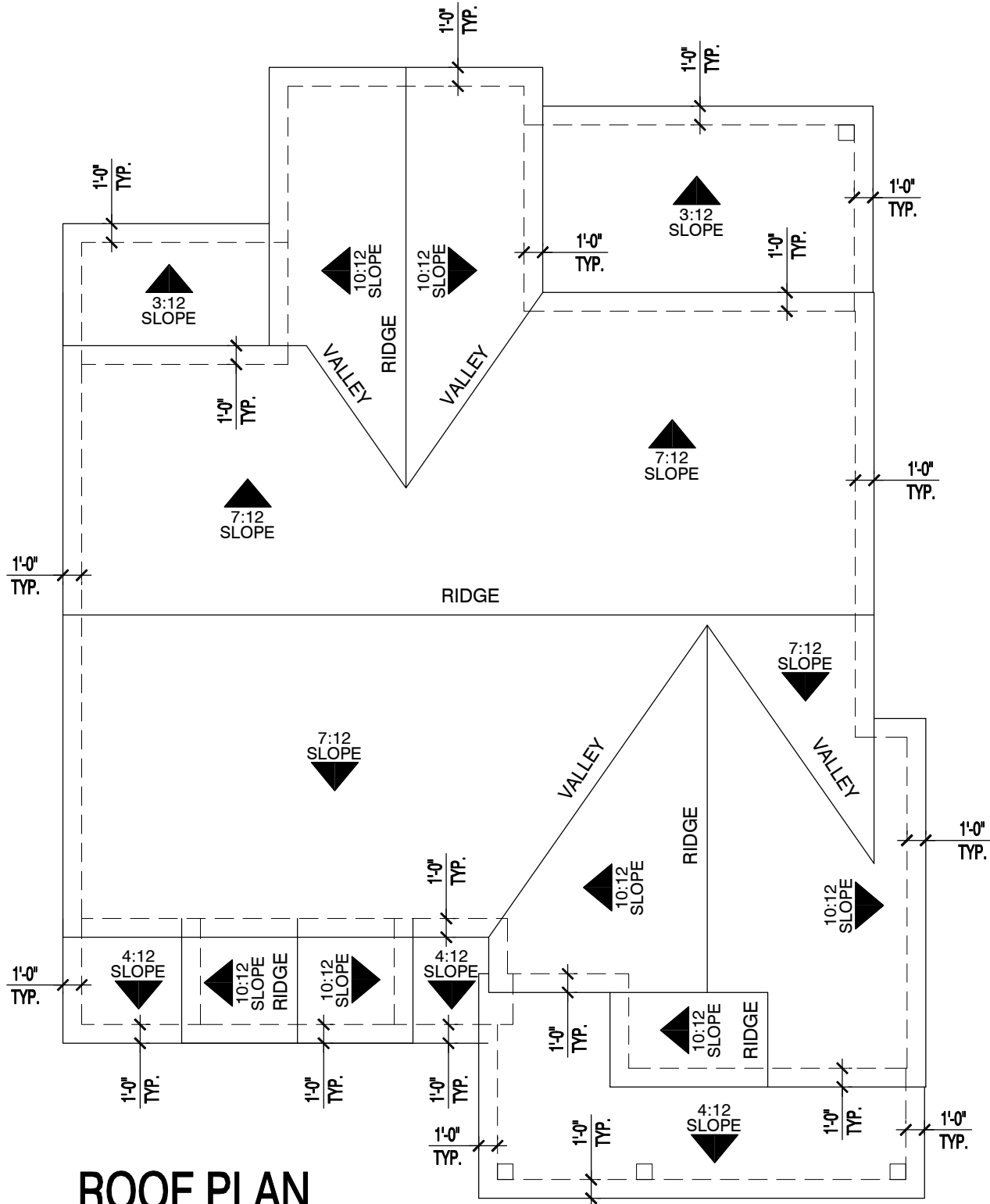
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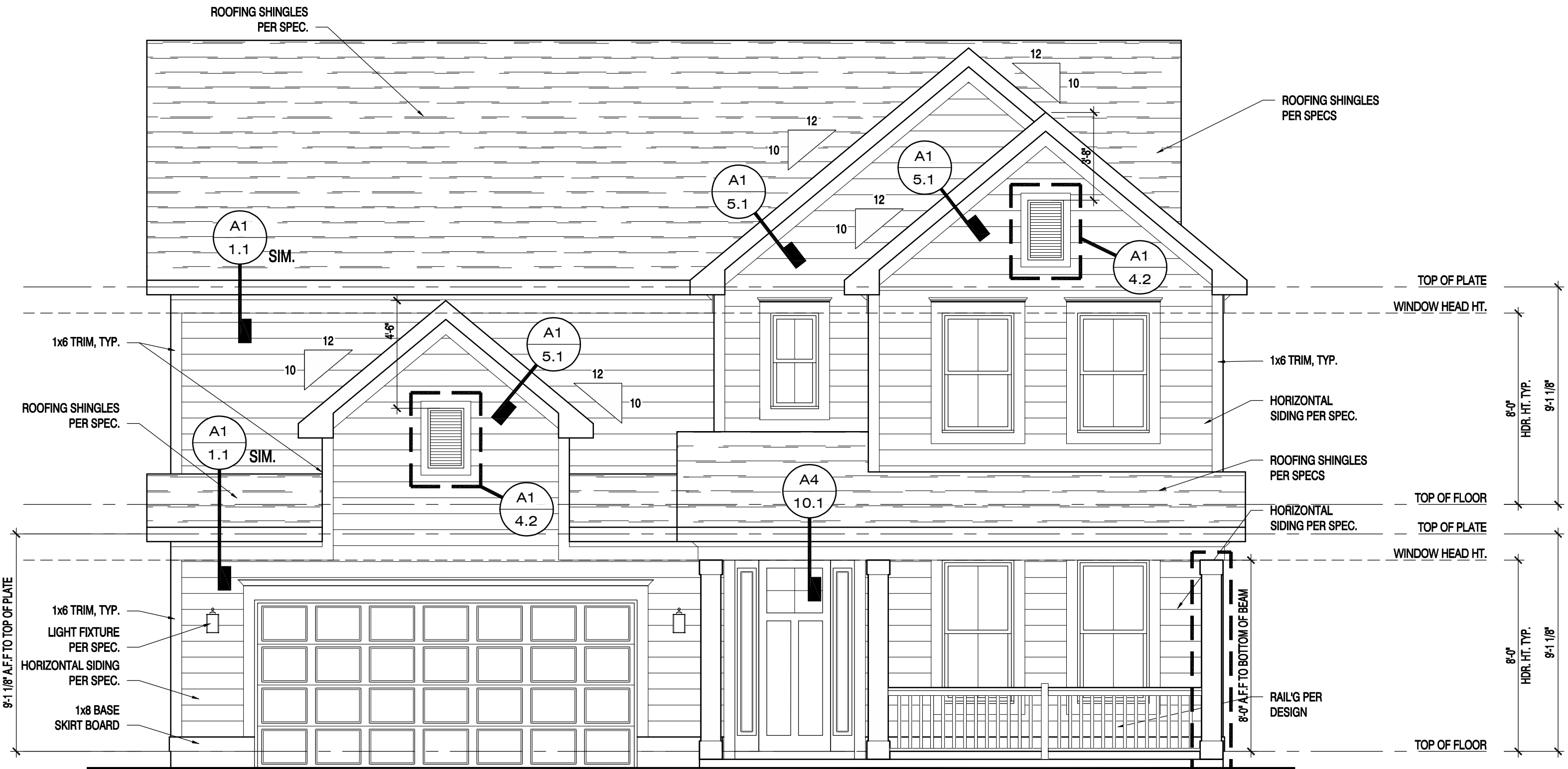
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LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"

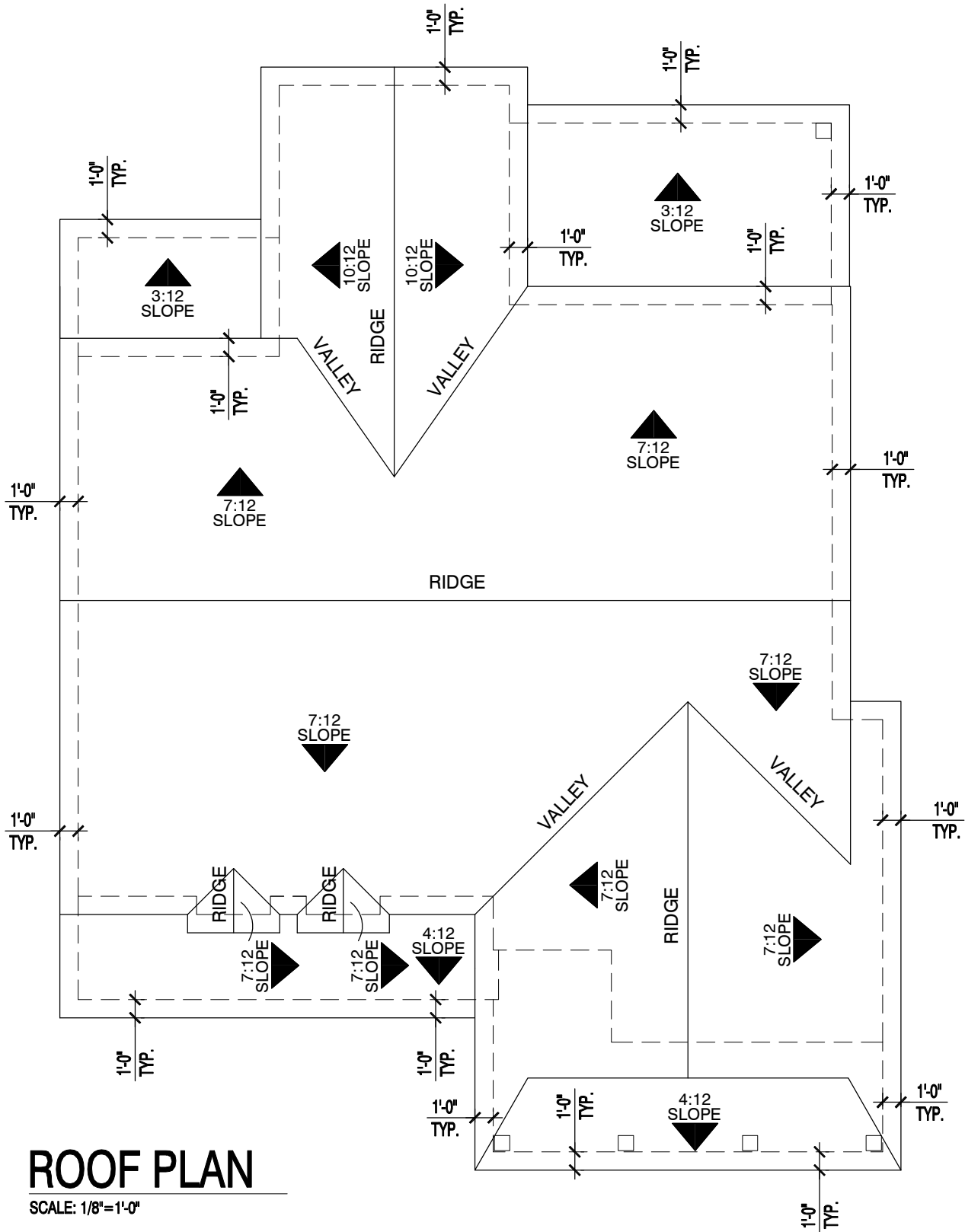
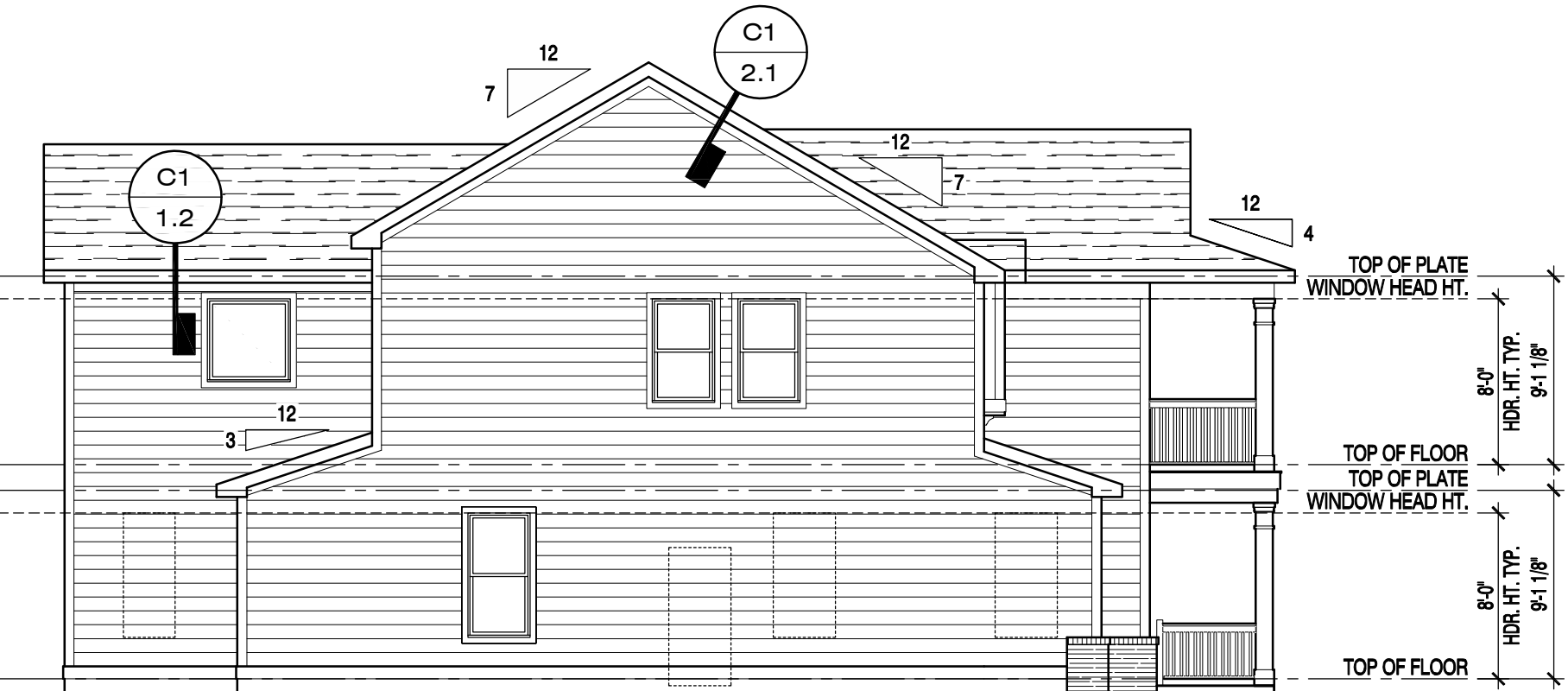
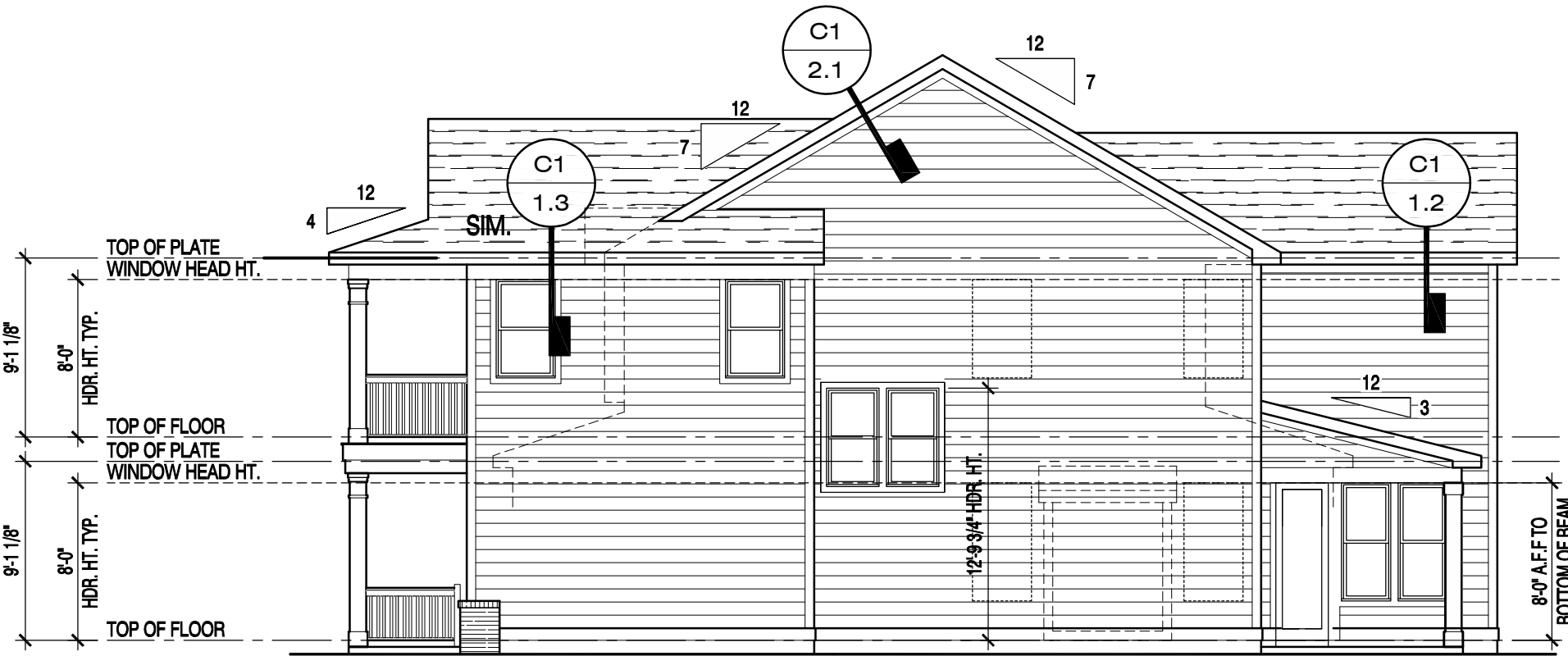
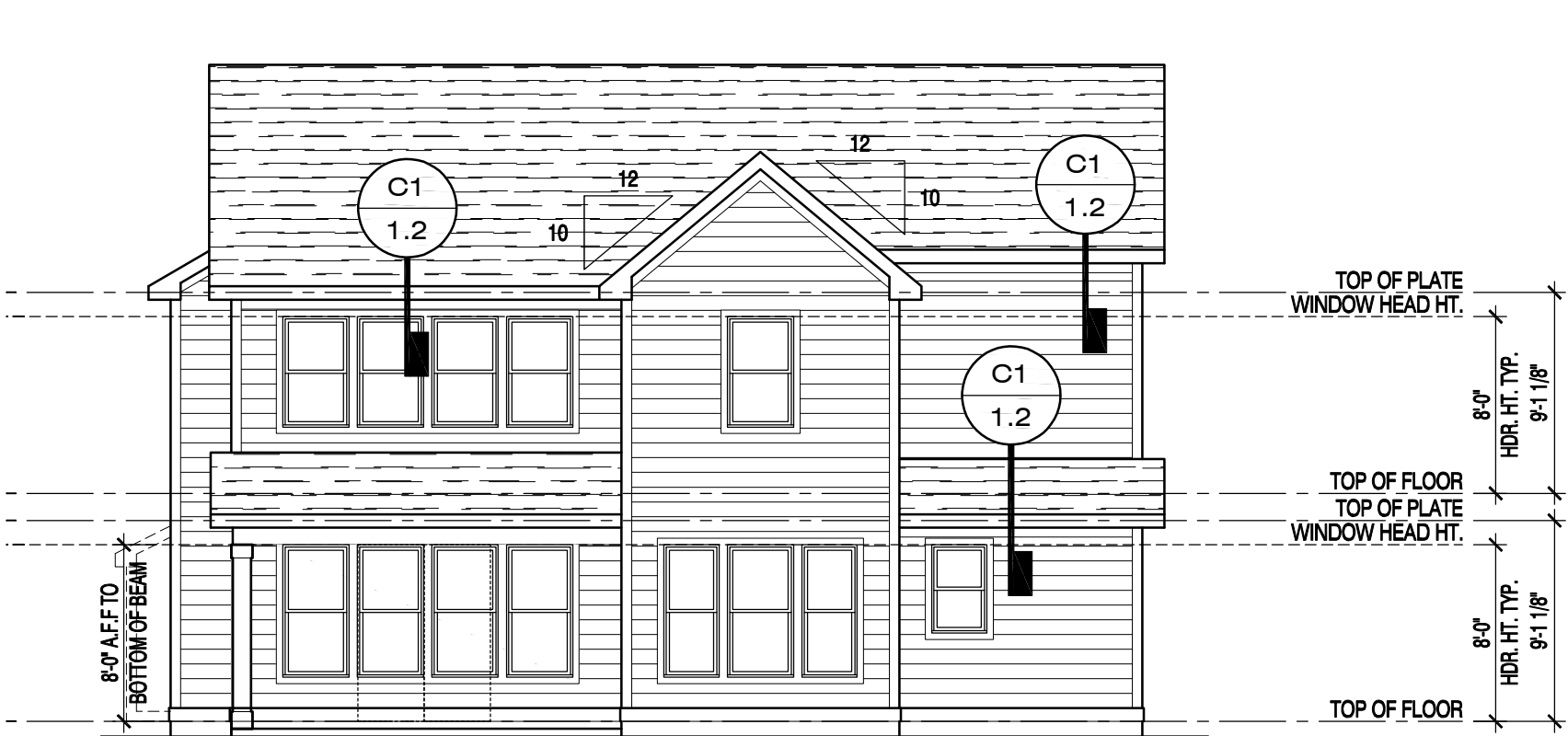


ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"

NOTES:
SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
WRAP FRONT DOOR WITH 1X6 TRIM, TYP.



Fieldstone

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MICHIGAN OFFICE: (248) 222-4355
MINNESOTA OFFICE: (612) 607-0115

ELEVATION C - COASTAL

CONTROL RELEASE DATE:	09-09-16
REV #	DATE / DESCRIPTION
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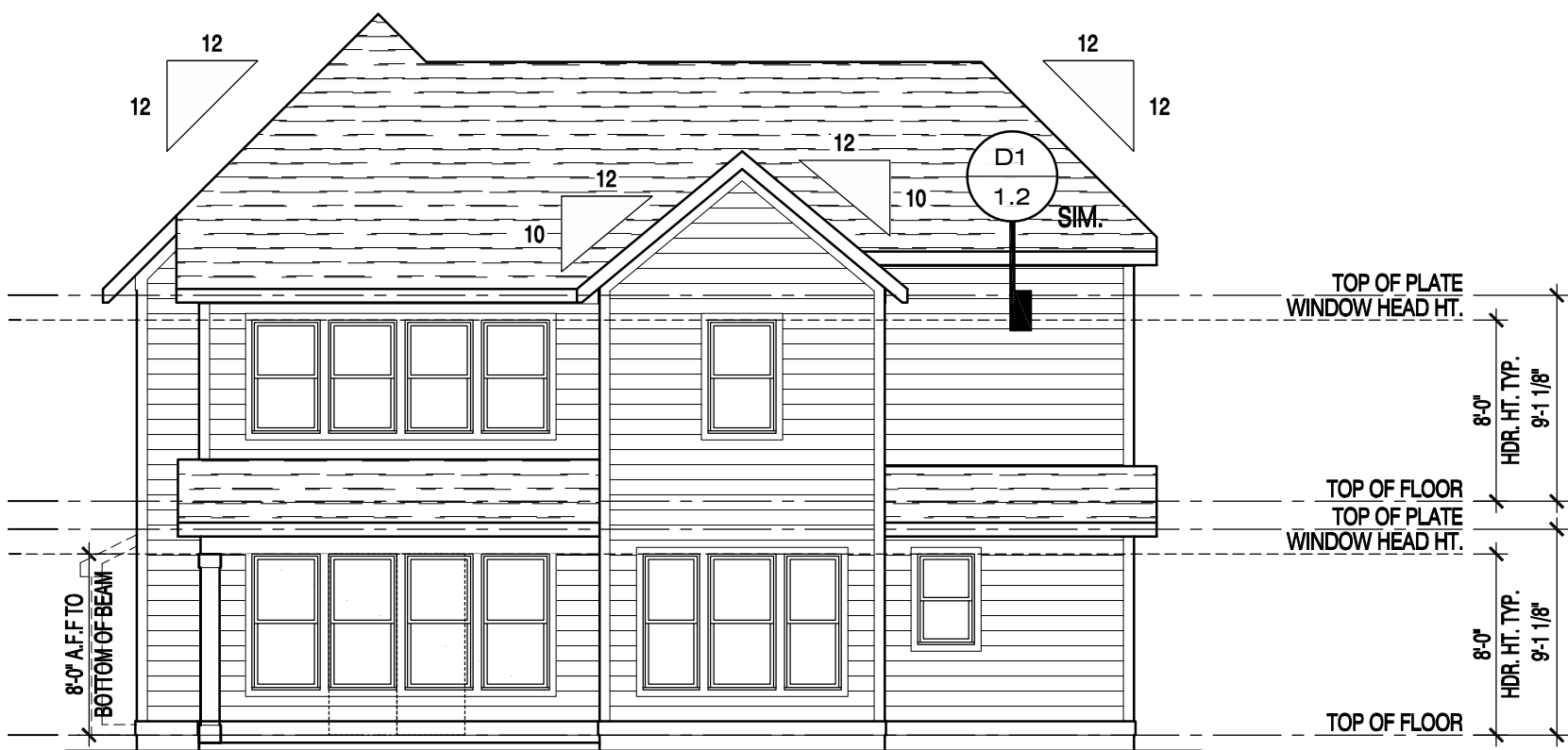
GARAGE HANDLING

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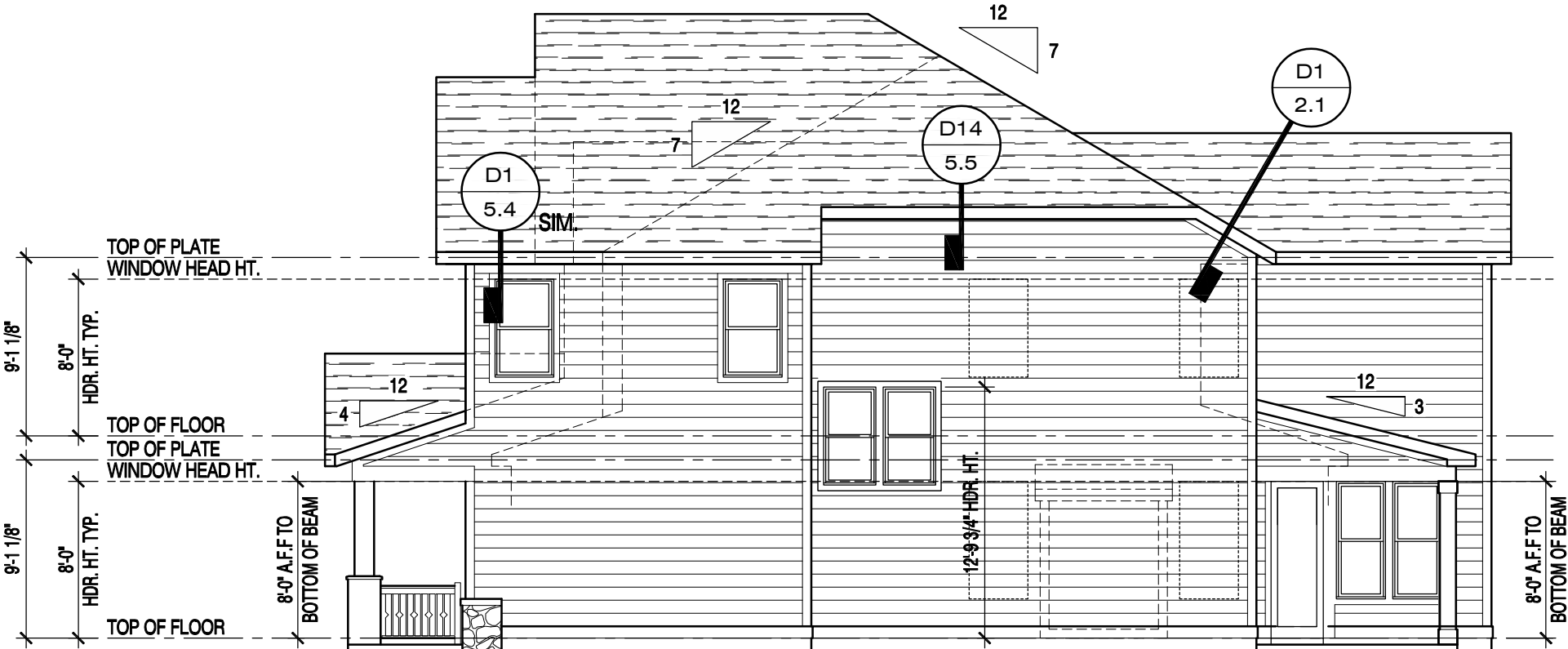
PLAN NUMBER
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SHEET
A2.1C

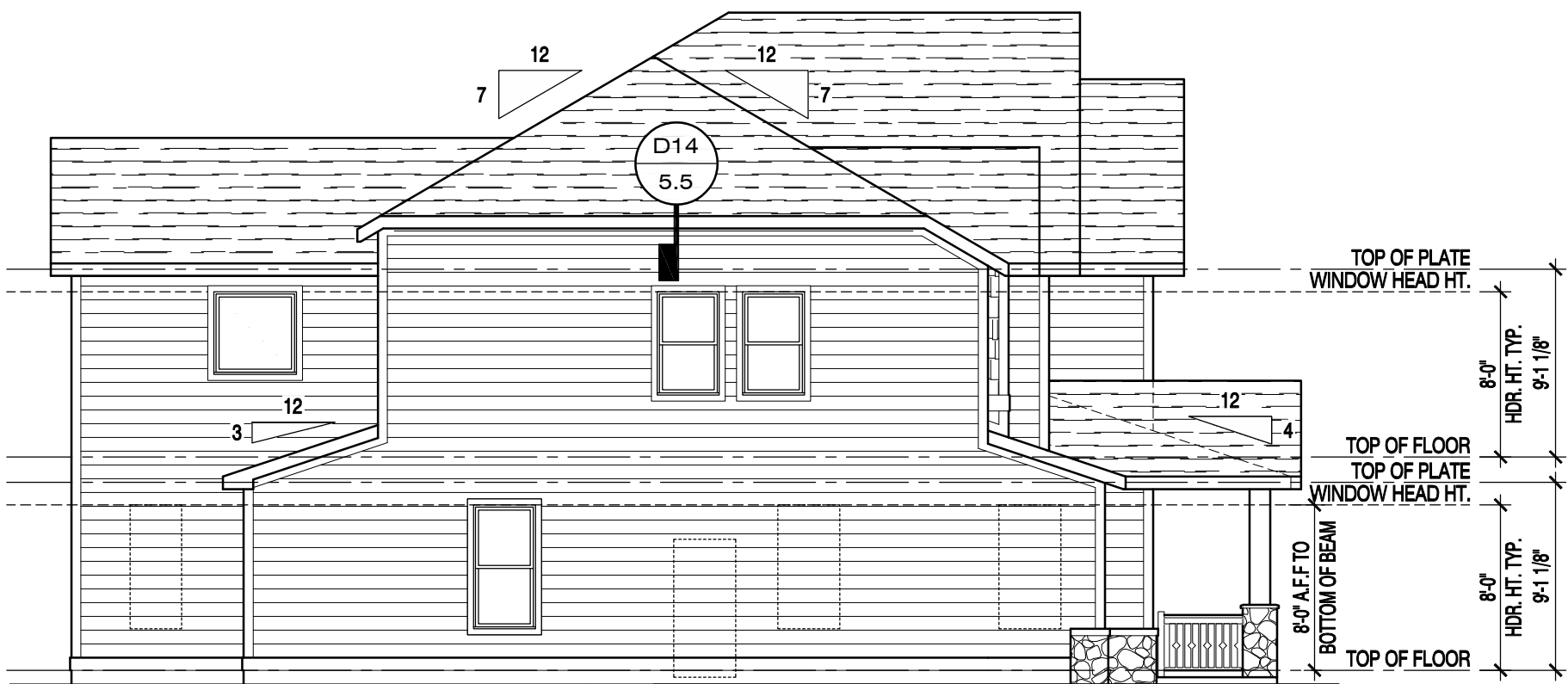
NOTES:
SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS
WRAP FRONT DOOR WITH 1X6 TRIM, TYP.



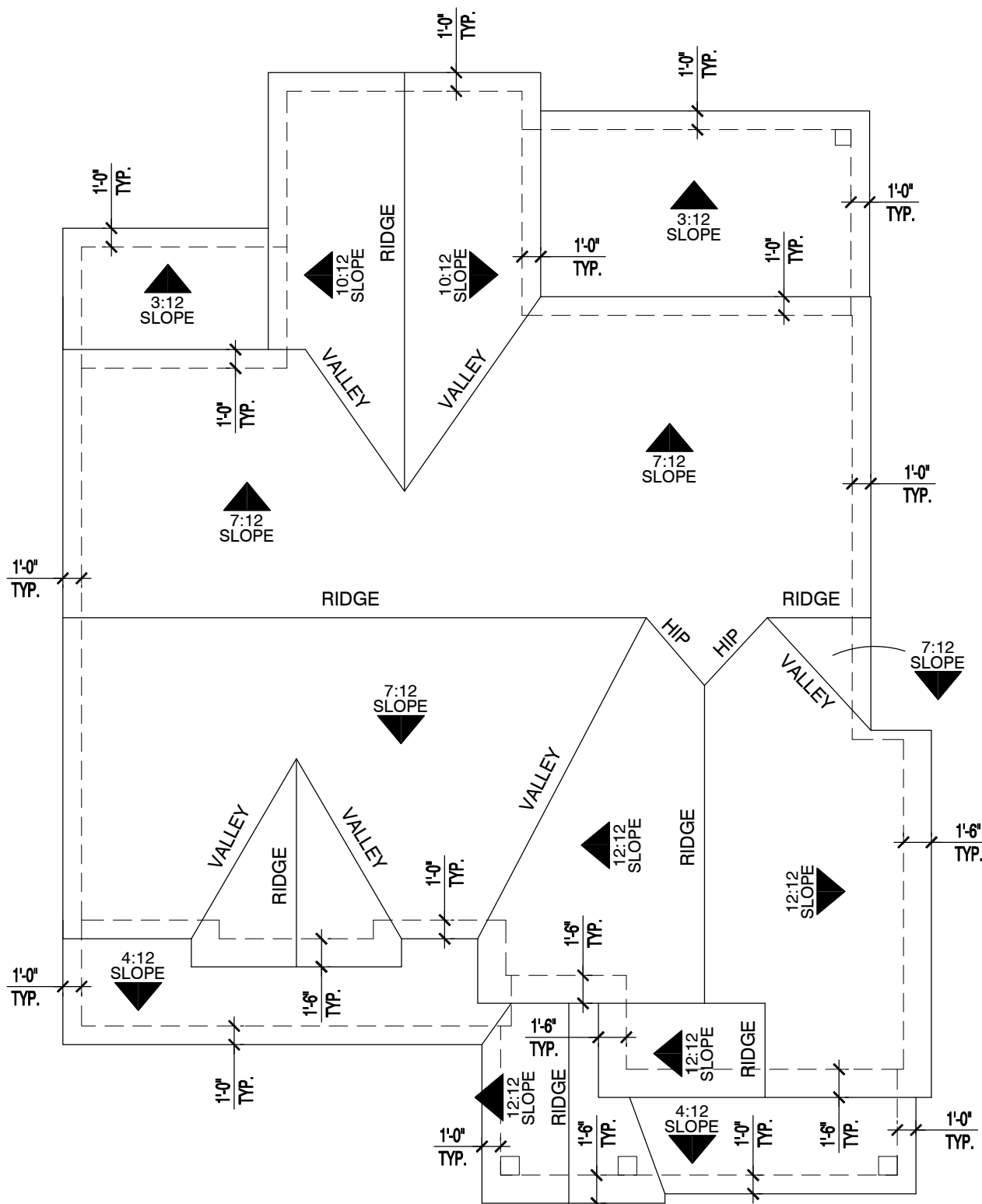
REAR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS AND CRAFTS
SCALE: 1/4"=1'-0"

FIELDING
HOMES

Fieldstone

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FLORIDA OFFICE
(813) 468-3310

ELEVATION D -
SOUTHERN ARTS & CRAFTS

CONTROL
RELEASE DATE: 09-09-16

REV # DATE / DESCRIPTION

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GARAGE HANDING

LEFT

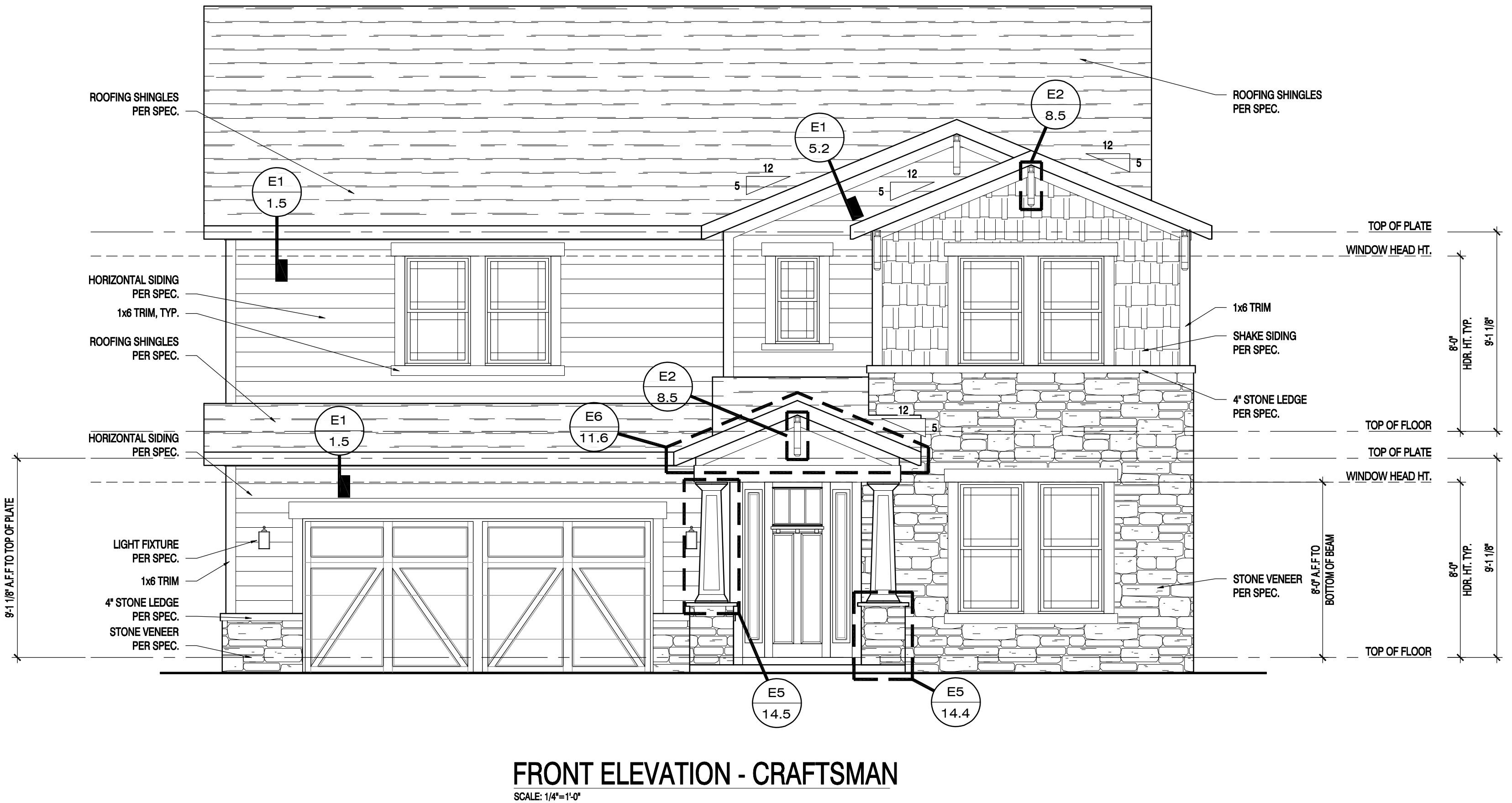
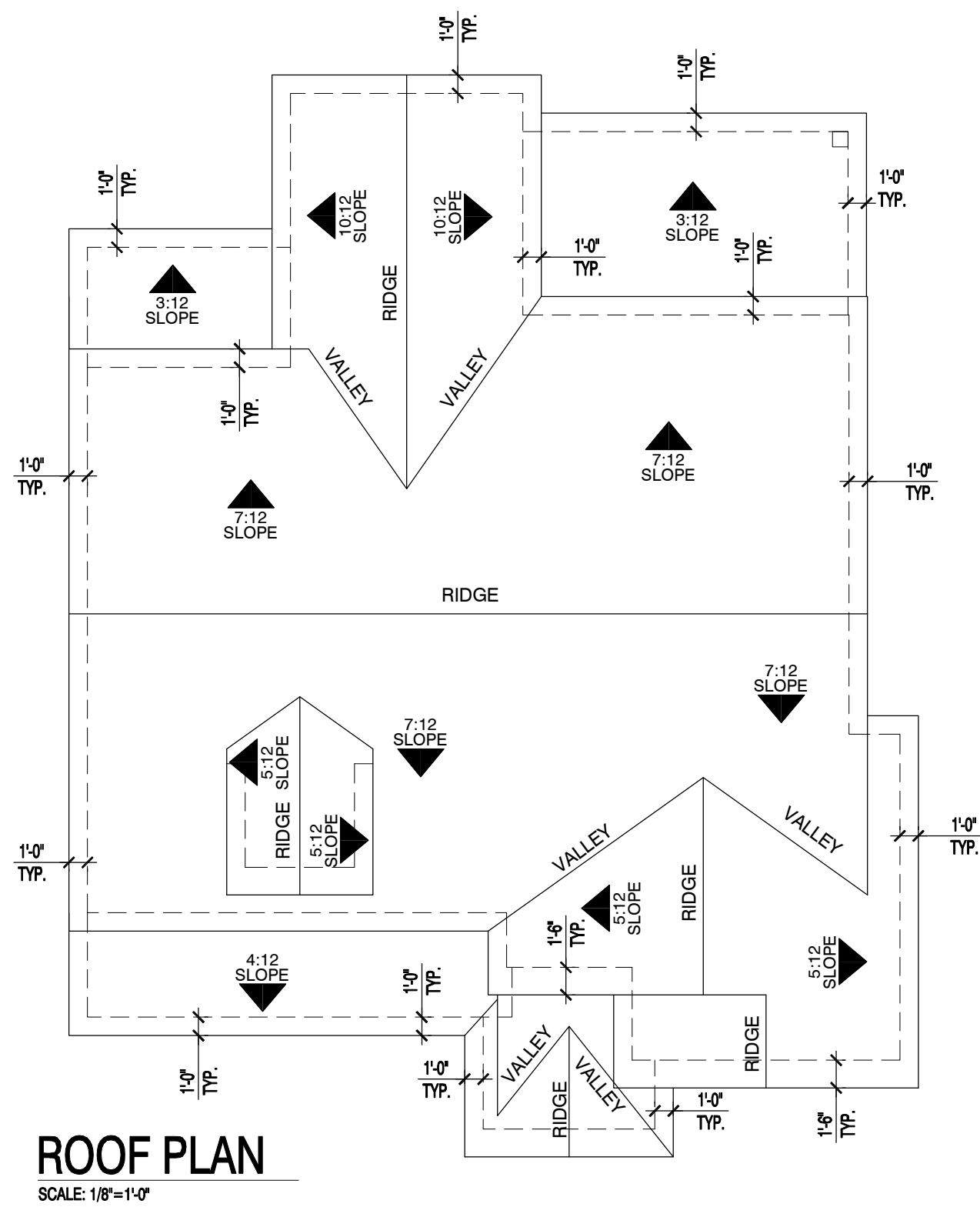
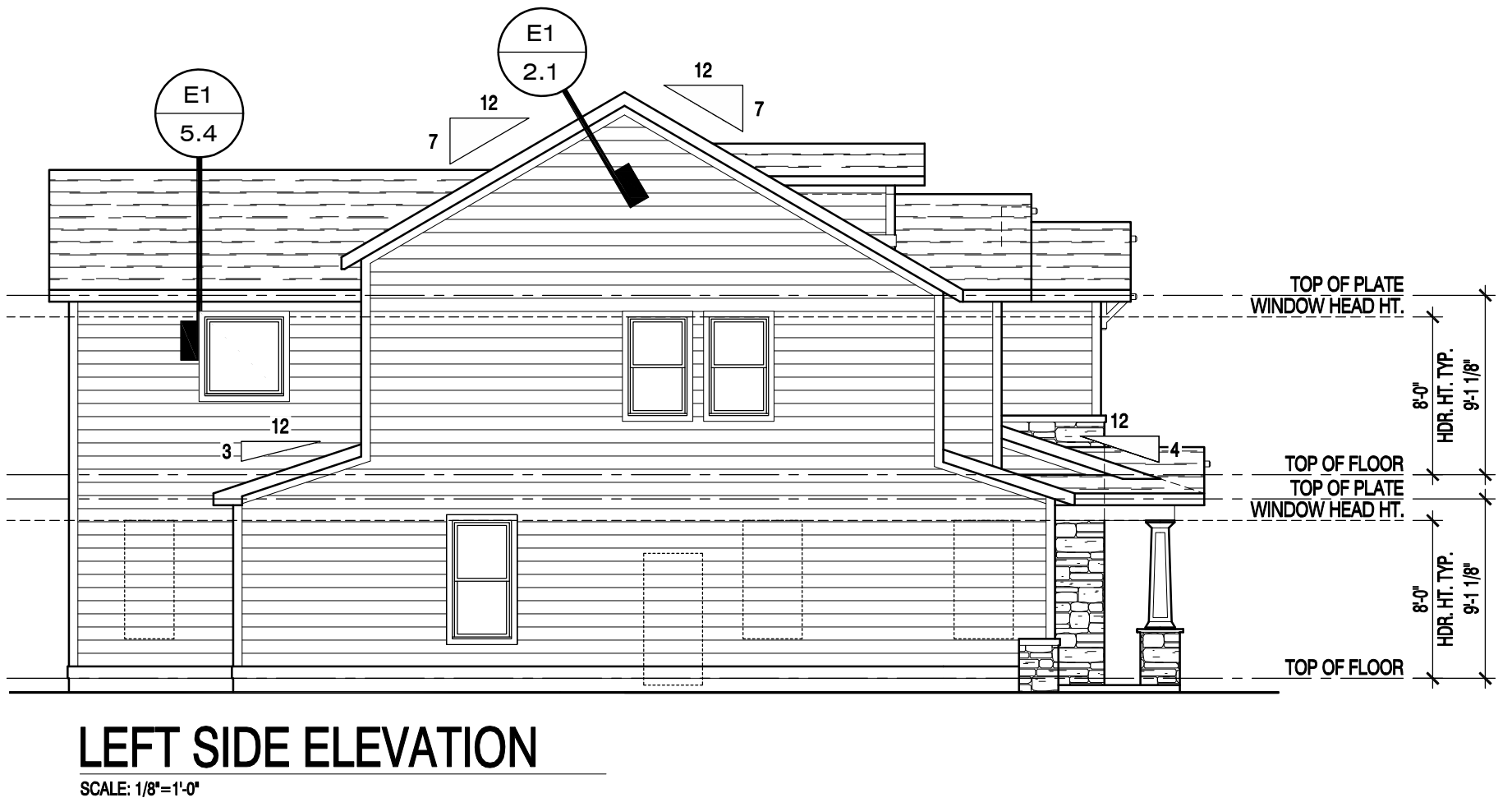
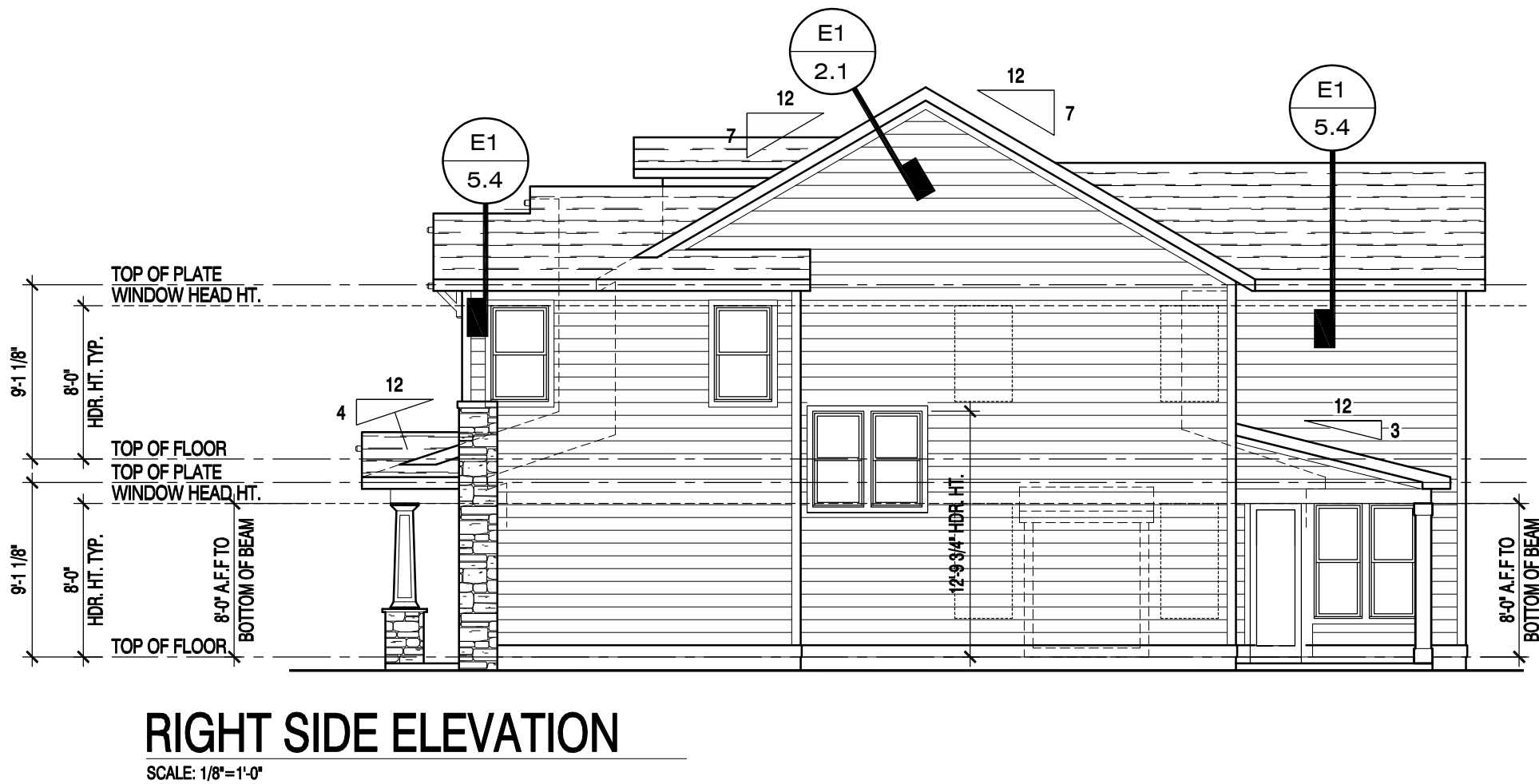
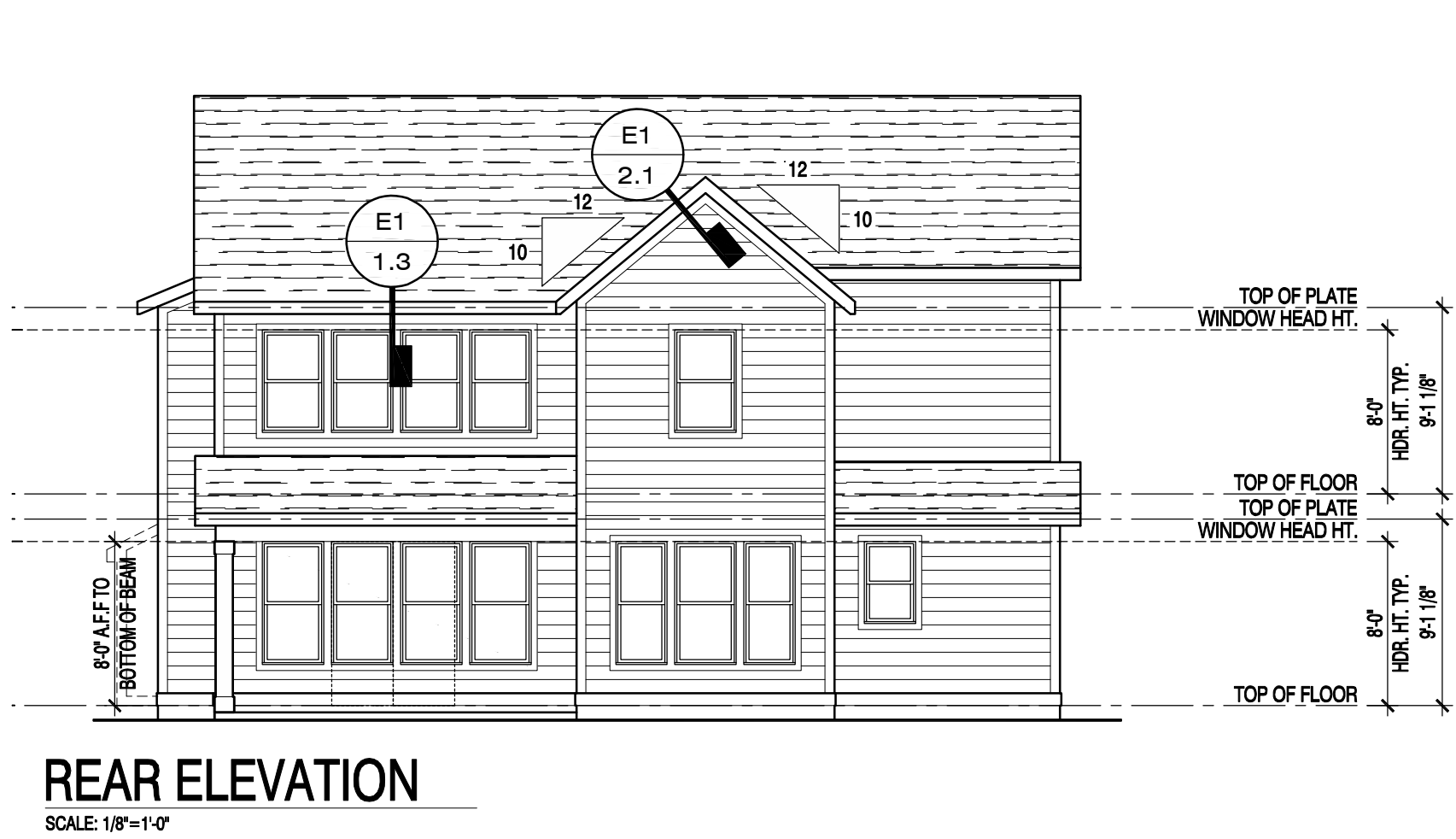
PLAN NUMBER

4401

SHEET

A2.1D

NOTES:
SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
WRAP FRONT DOOR WITH 1X6 TRIM, TYP.



FIELDING
HOMES

Fieldstone

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FLORIDA OFFICE: (813) 468-3310

ELEVATION E -
CRAFTSMAN

CONTROL
RELEASE DATE: 09-09-16
REV # DATE / DESCRIPTION
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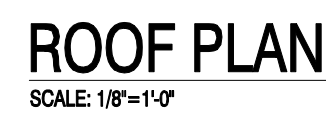
GARAGE HANDING
LEFT

PLAN NUMBER
4401

SHEET
A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
WRAP FRONT DOOR WITH 1X6 TRIM, TYP.

[illegible]

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MINNESOTA OFFICE: (612) 607-0715

ELEVATION F - GEORGIAN

[illegible]

PARALLEL HANDING LEFT

PLAN NUMBER
4401

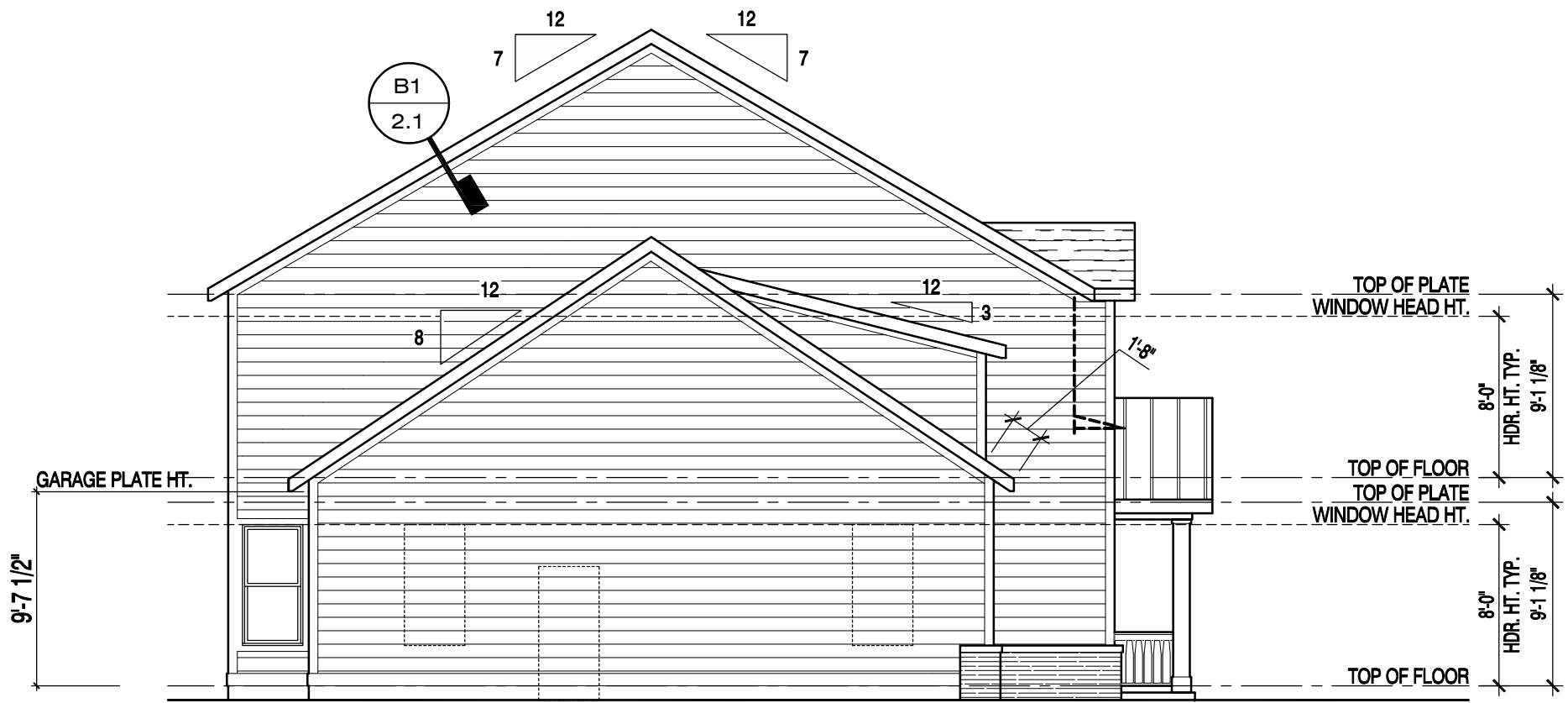
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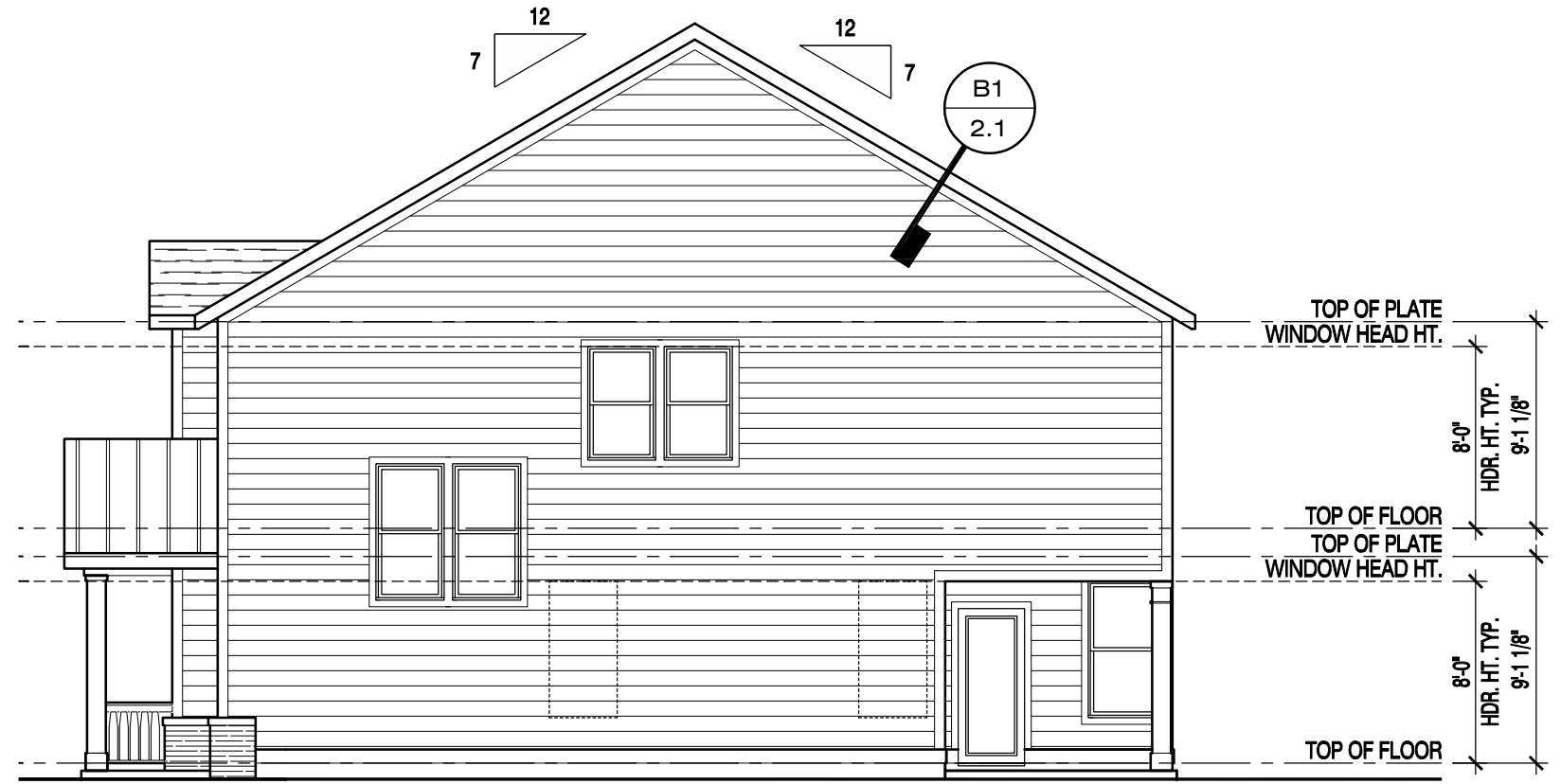
NOTES: SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



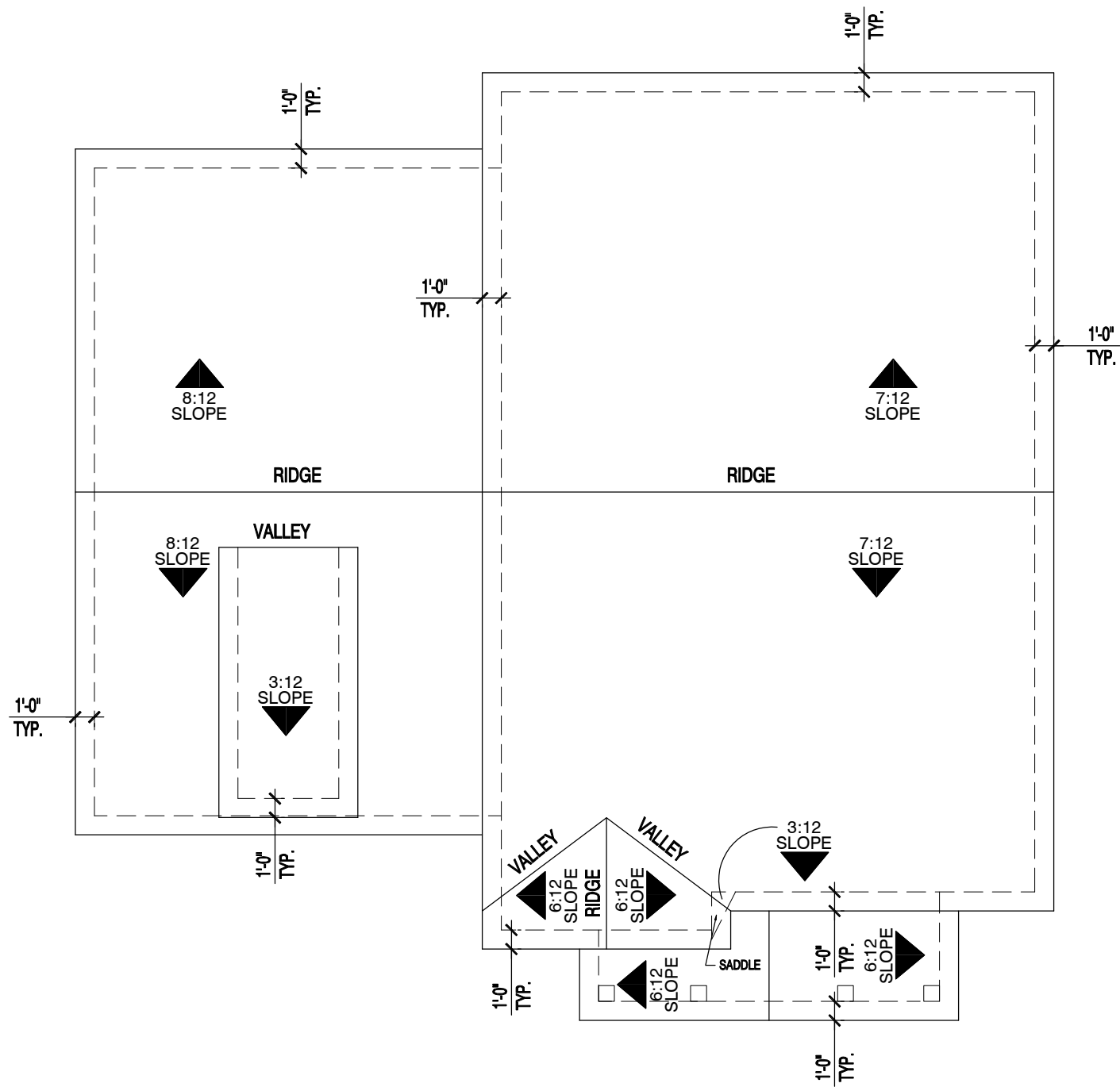
REAR ELEVATION
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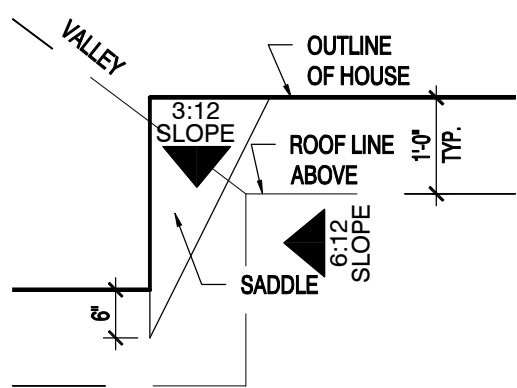
LEFT SIDE ELEVATION
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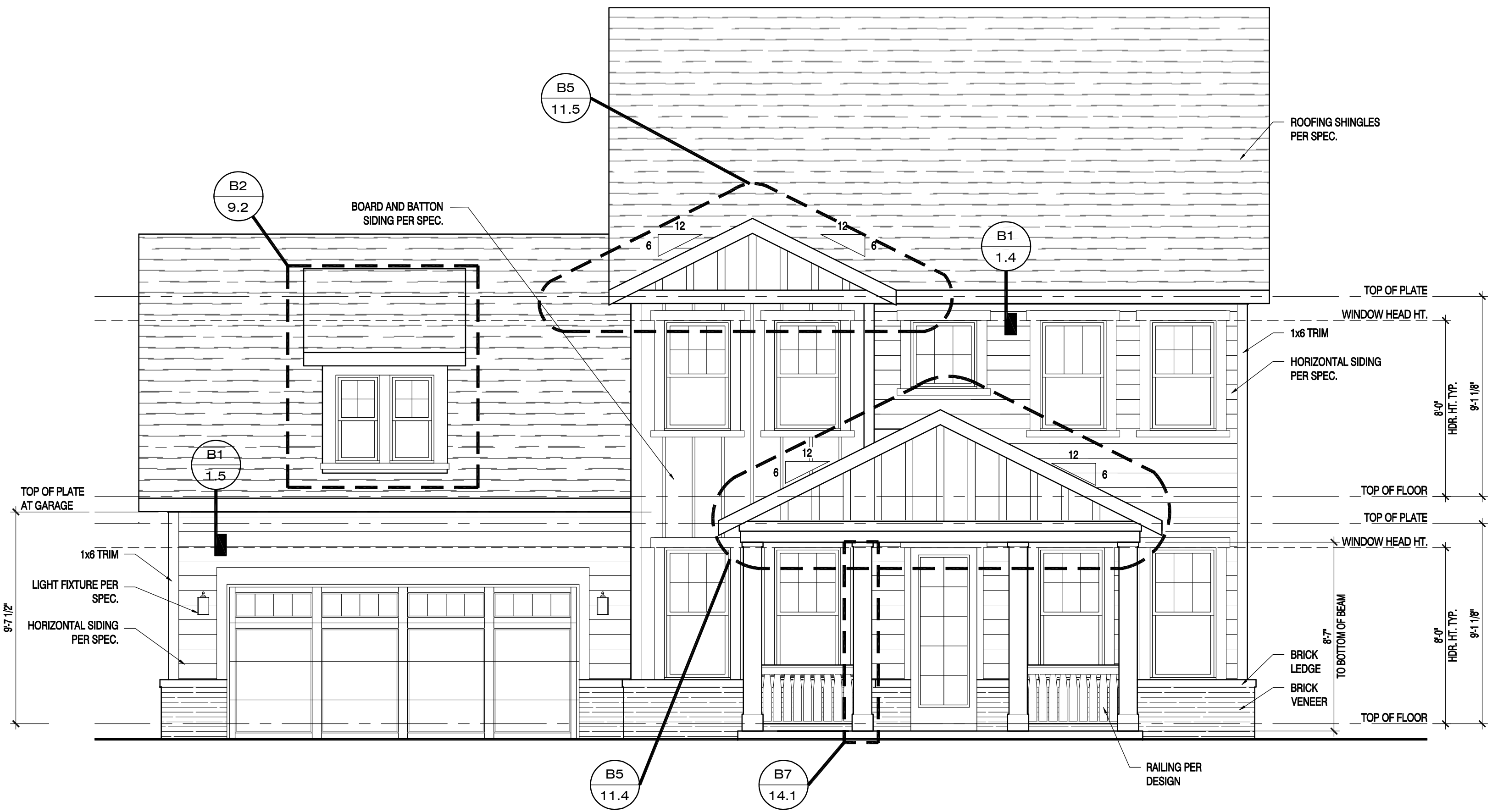
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



SADDLE DETAIL
SCALE: 1/2"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"

CONTROL RELEASE DATE:	7-1-16
REV #	DATE / DESCRIPTION
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△	
△	
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NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

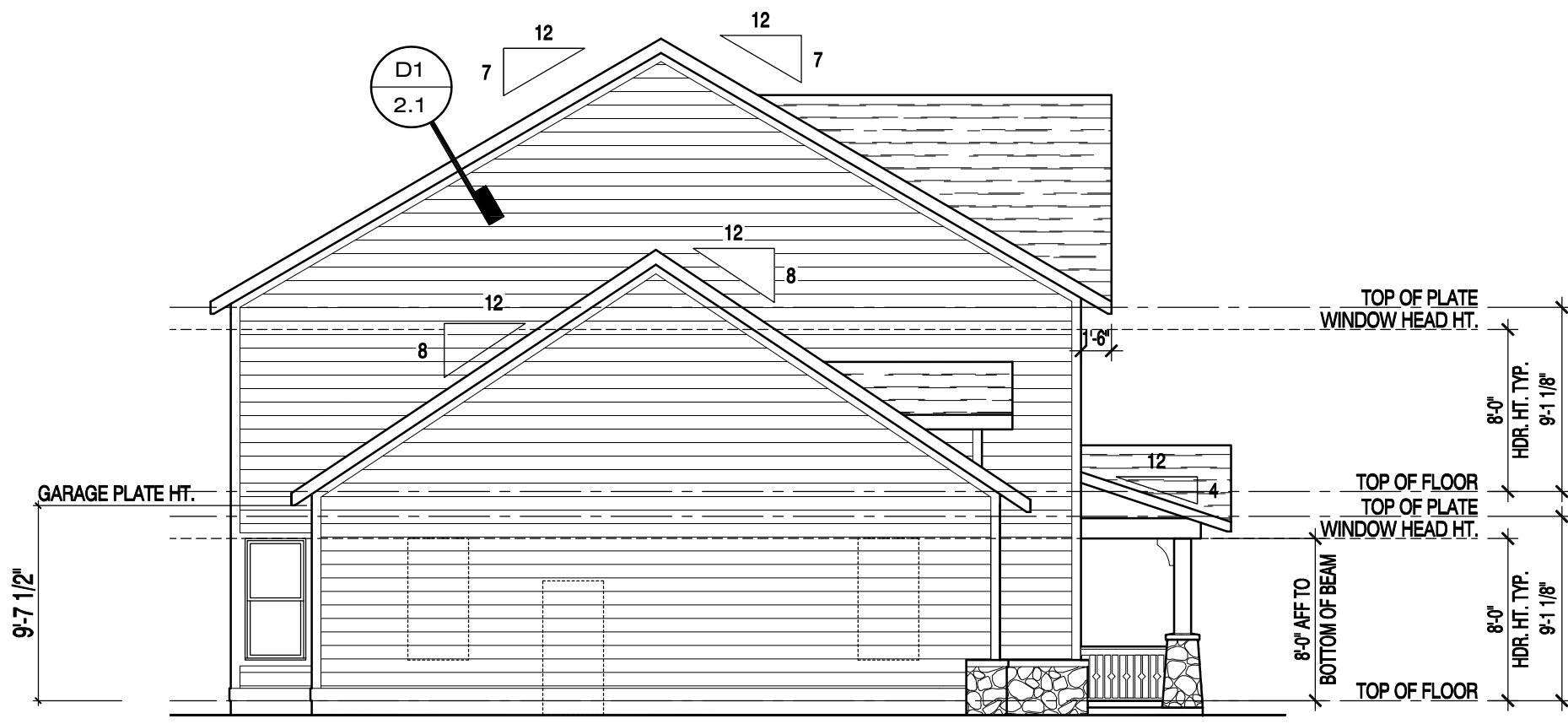
NOTES:

SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



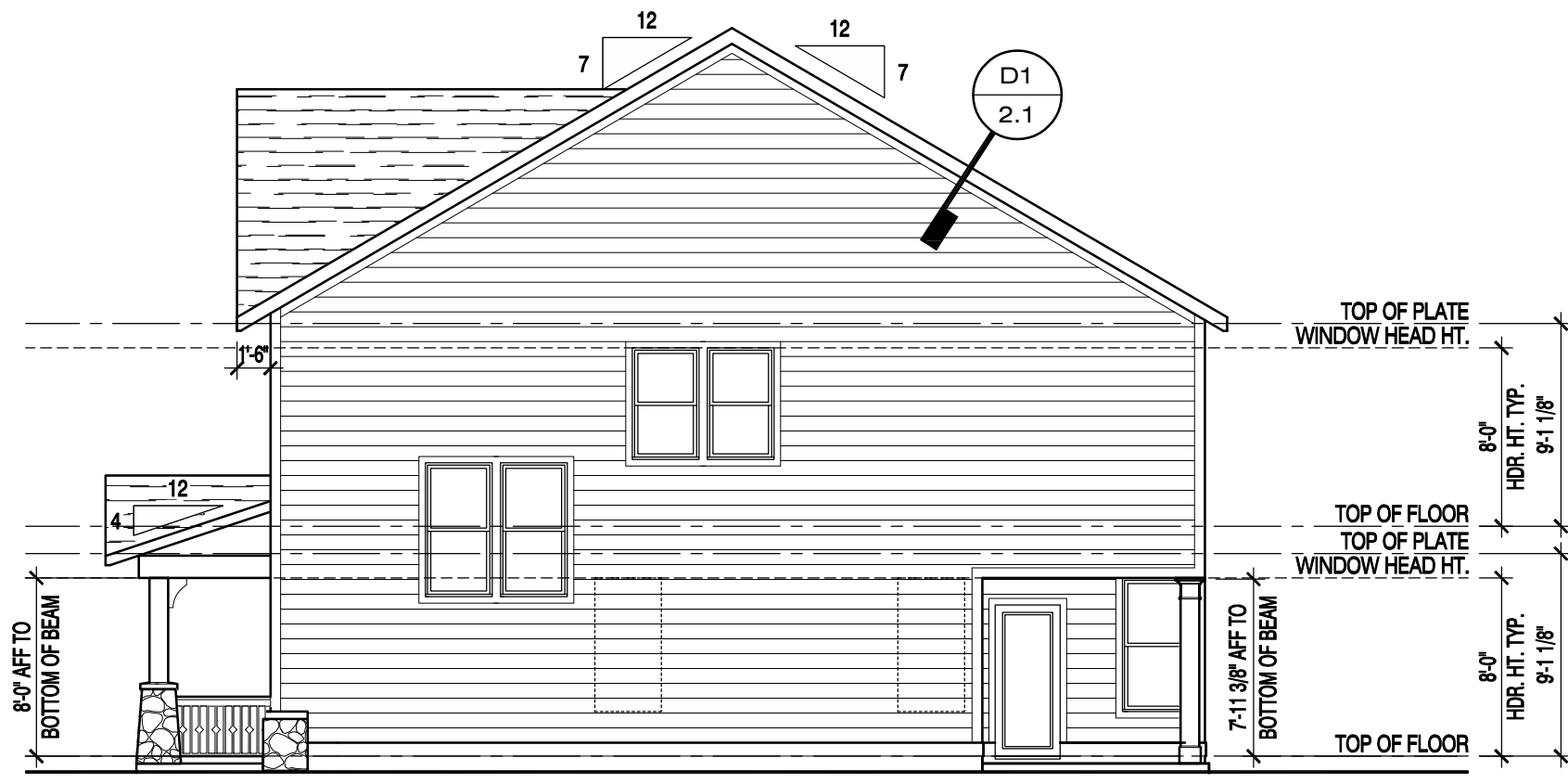
REAR ELEVATION

SCALE: 1/8"=1'-0"



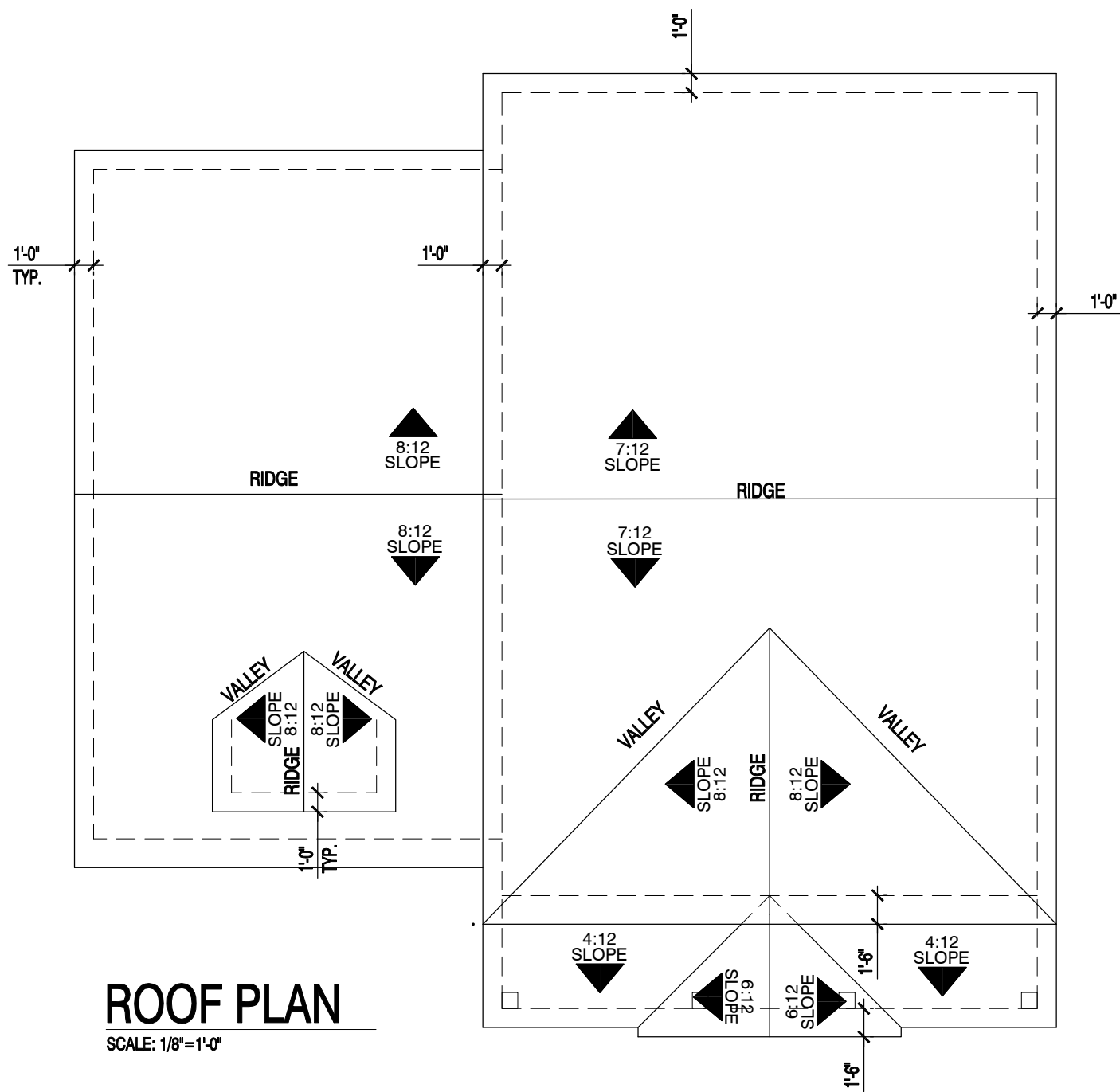
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



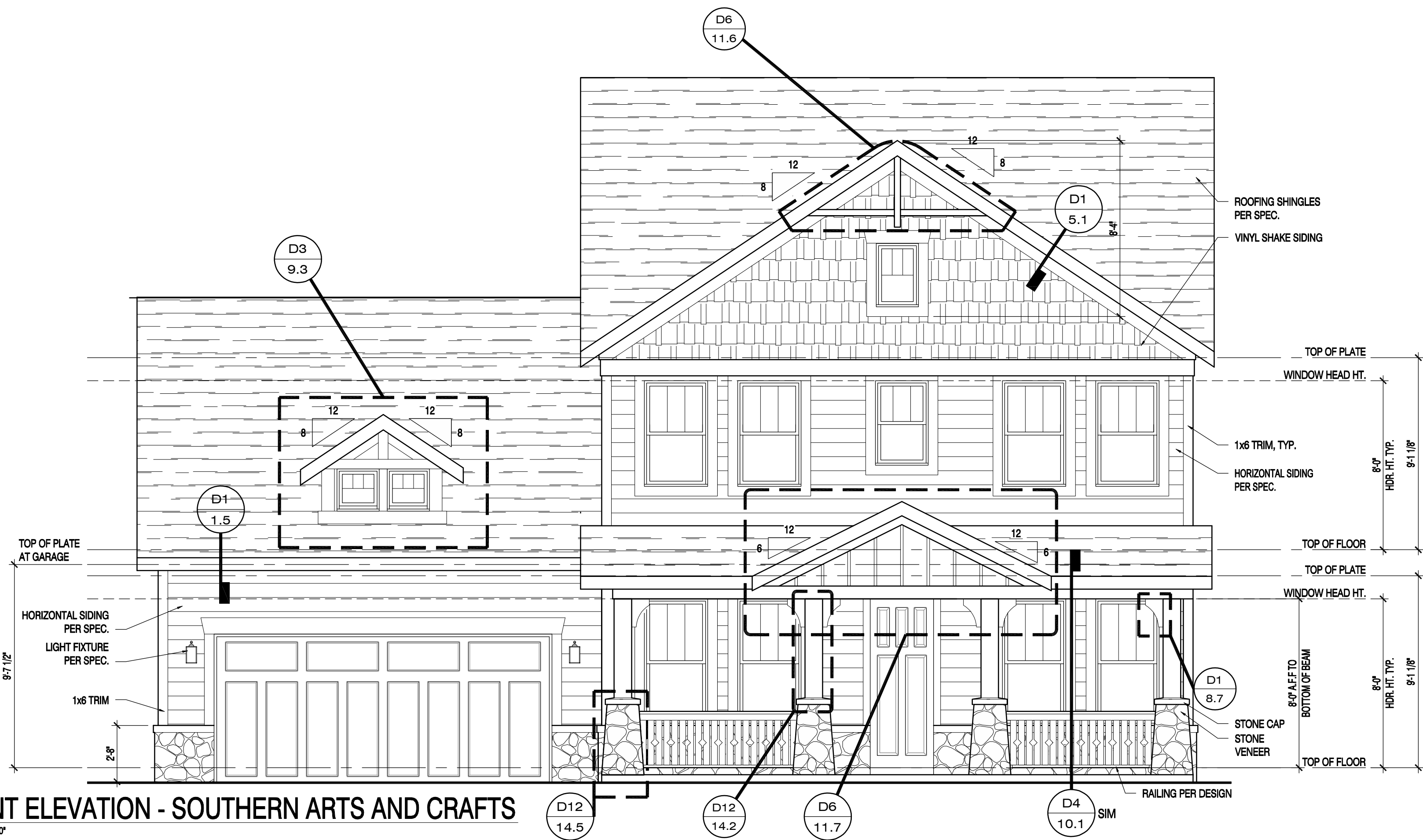
RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

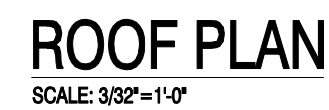
SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS AND CRAFTS

SCALE: 1/4"=1'-0"






SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



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MICHIGAN OFFICE: (248) 622-4035
MINNESOTA OFFICE: (612) 607-0115

**ELEVATION F -
GEORGIAN**

CONTROL	
RELEASE DATE:	7-1-16
EV #	DATE / DESCRIPTION
	
	
	
	
	

PARAGE HANDING
LEFT

AN NUMBER
4902

SHEET

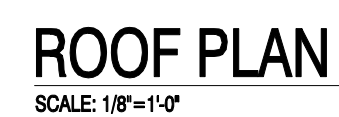
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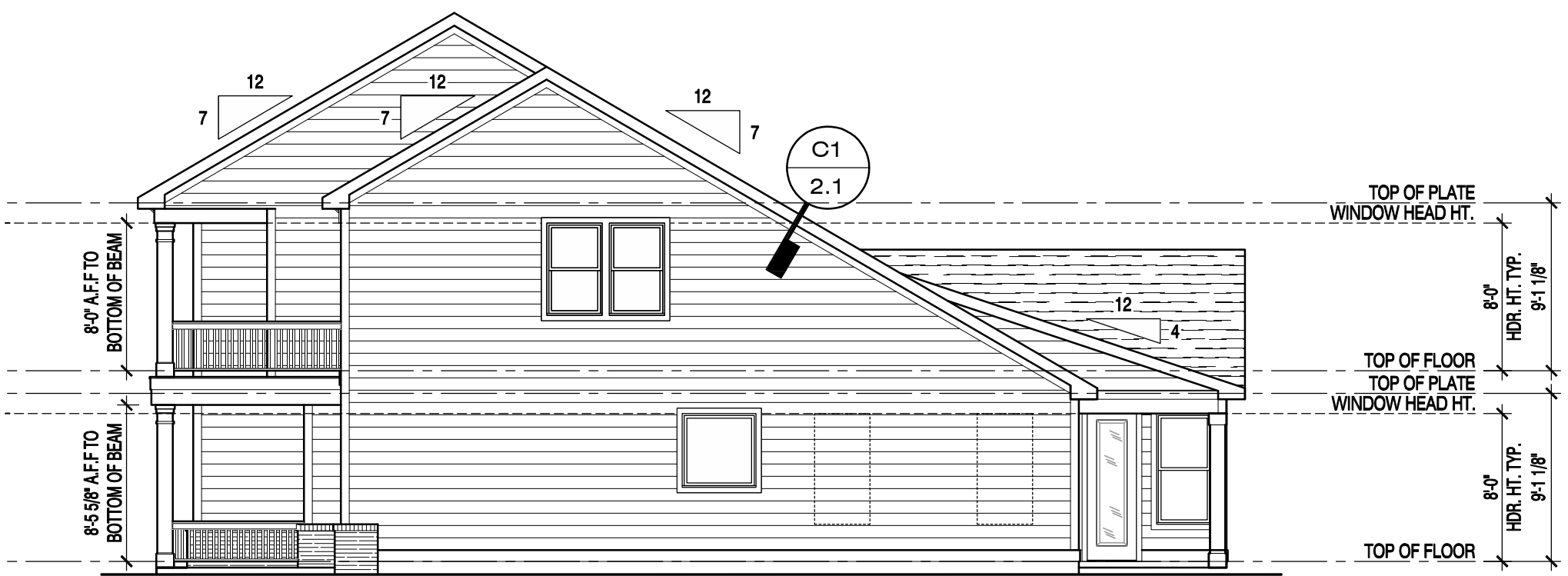
SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



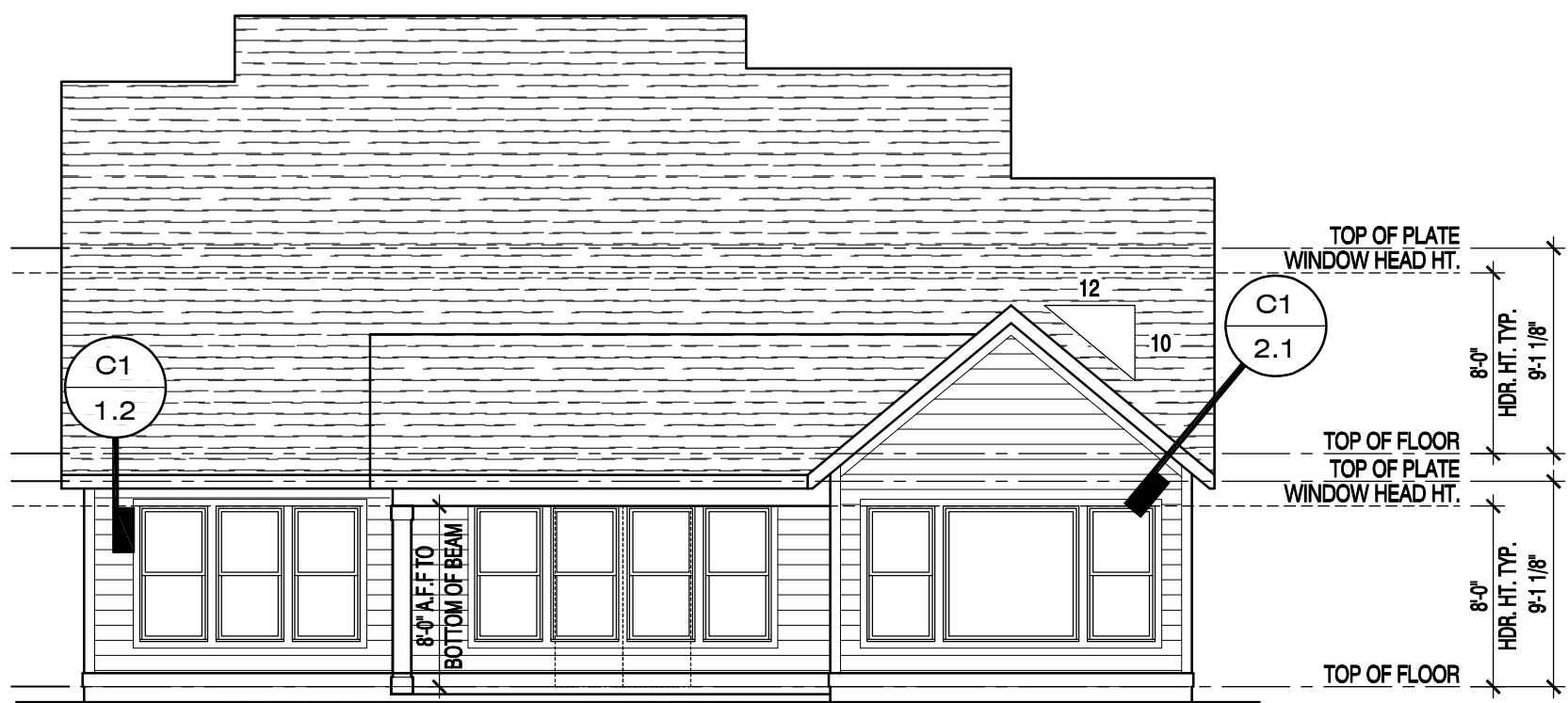
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



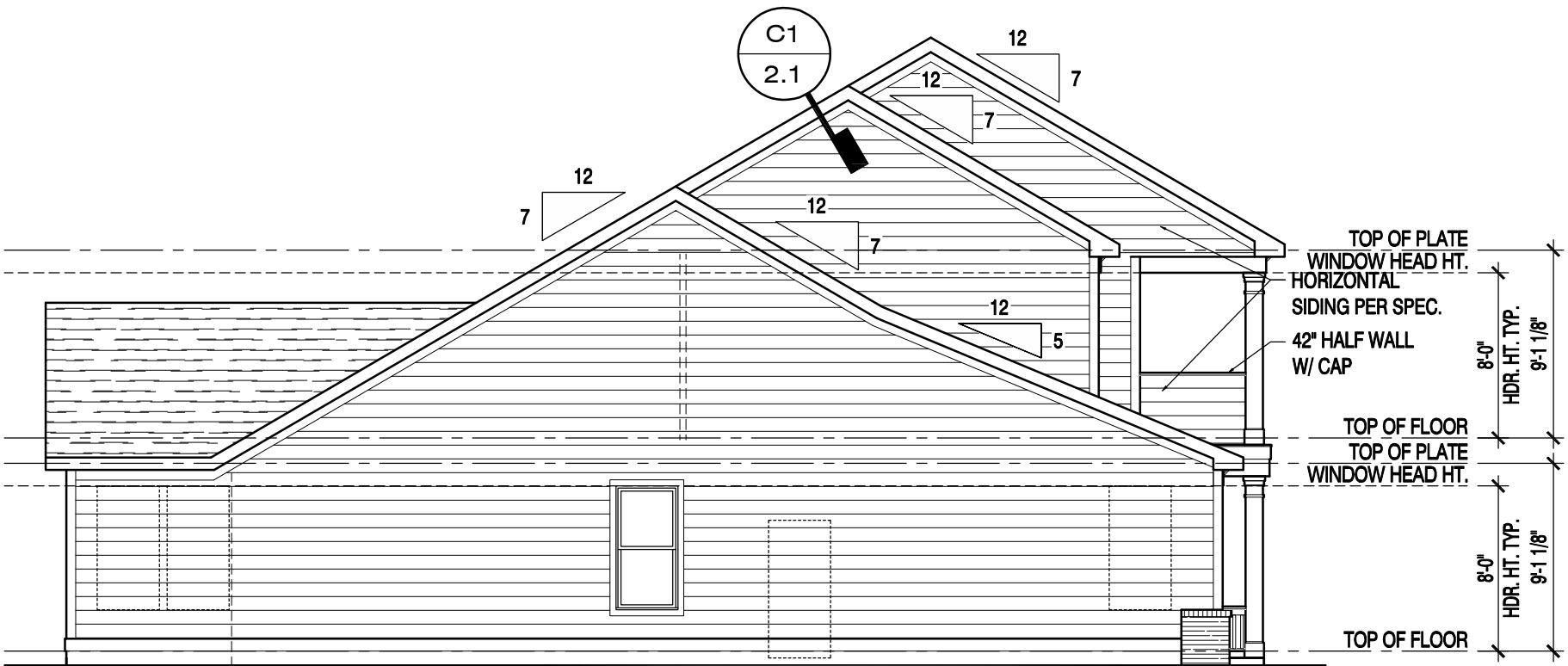
NOTES:
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SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



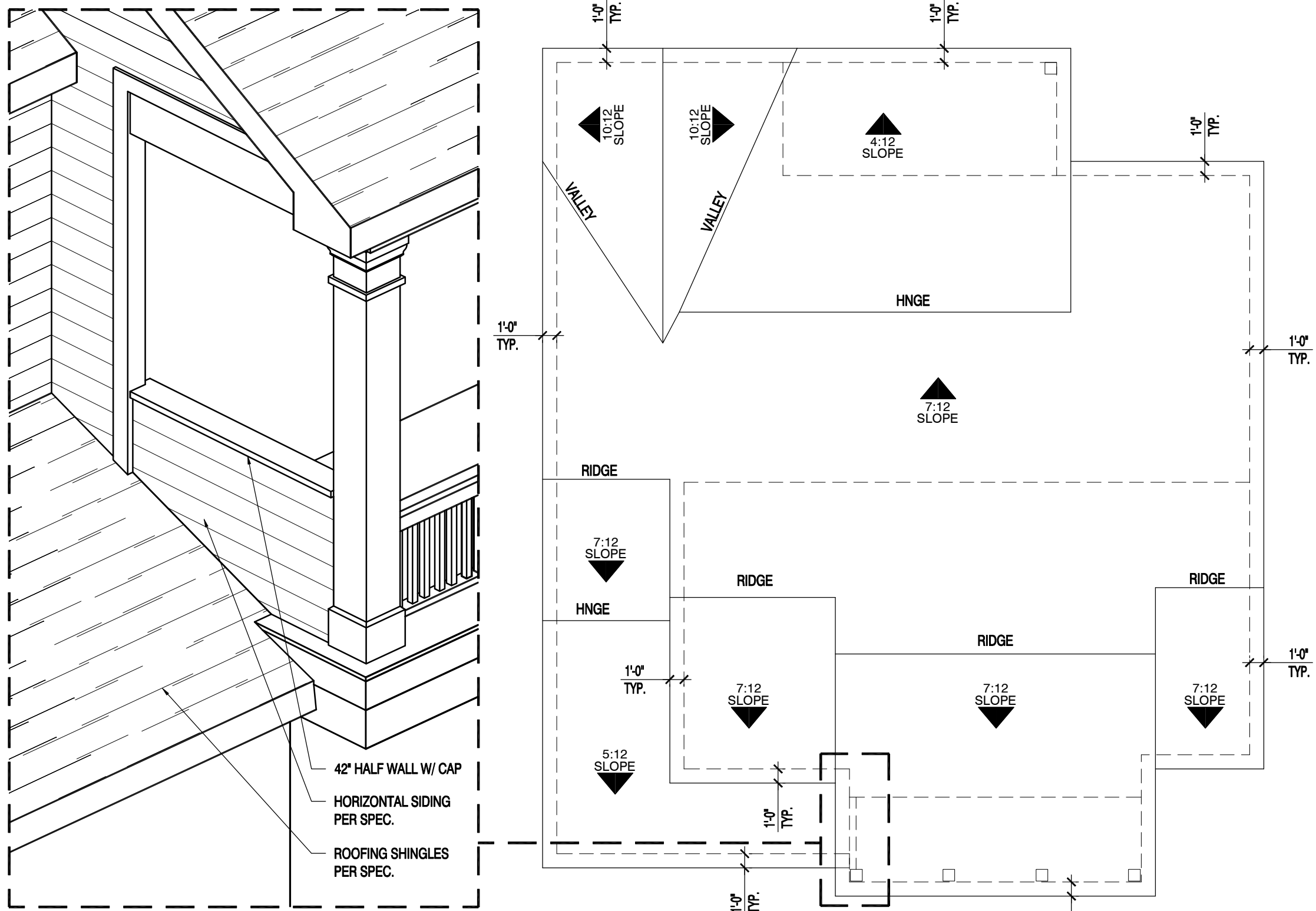
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



REAR ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"



Fieldstone
MINNESOTA OFFICE: (612) 607-0115
MICHIGAN OFFICE: (248) 822-4365
FLORIDA OFFICE: (813) 468-3310

ELEVATION C -
COASTAL

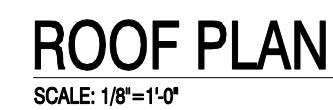
CONTROL	RELEASE DATE:	06-01-16
REV #	DATE / DESCRIPTION	
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GARAGE HANDING
LEFT

PLAN NUMBER
4903

SHEET
A2.1C

SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



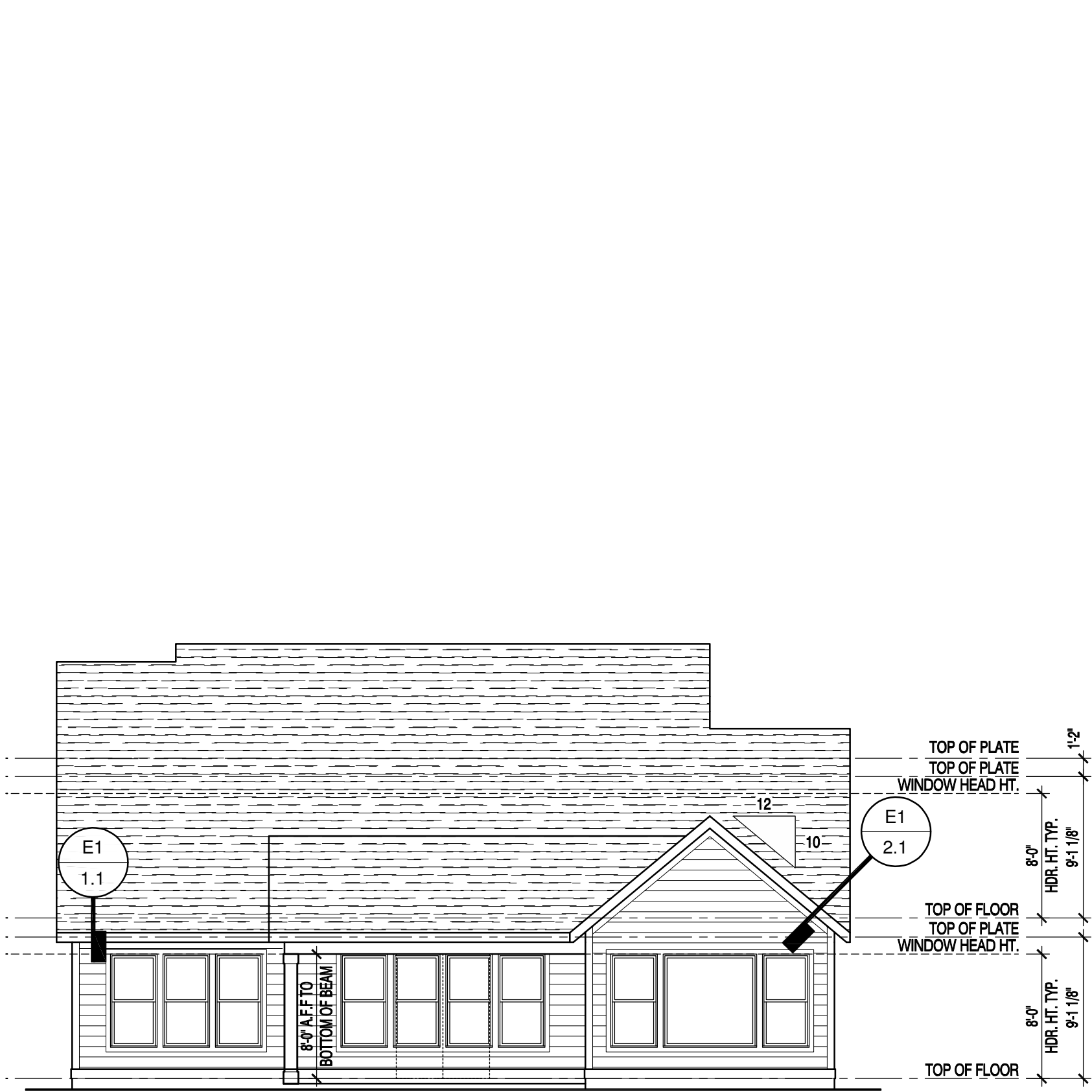
Fieldstone

FLORIDA OFFICE: (813) 466-3310
 MICHIGAN OFFICE: (248) 822-4035
 MINNESOTA OFFICE: (612) 607-0115

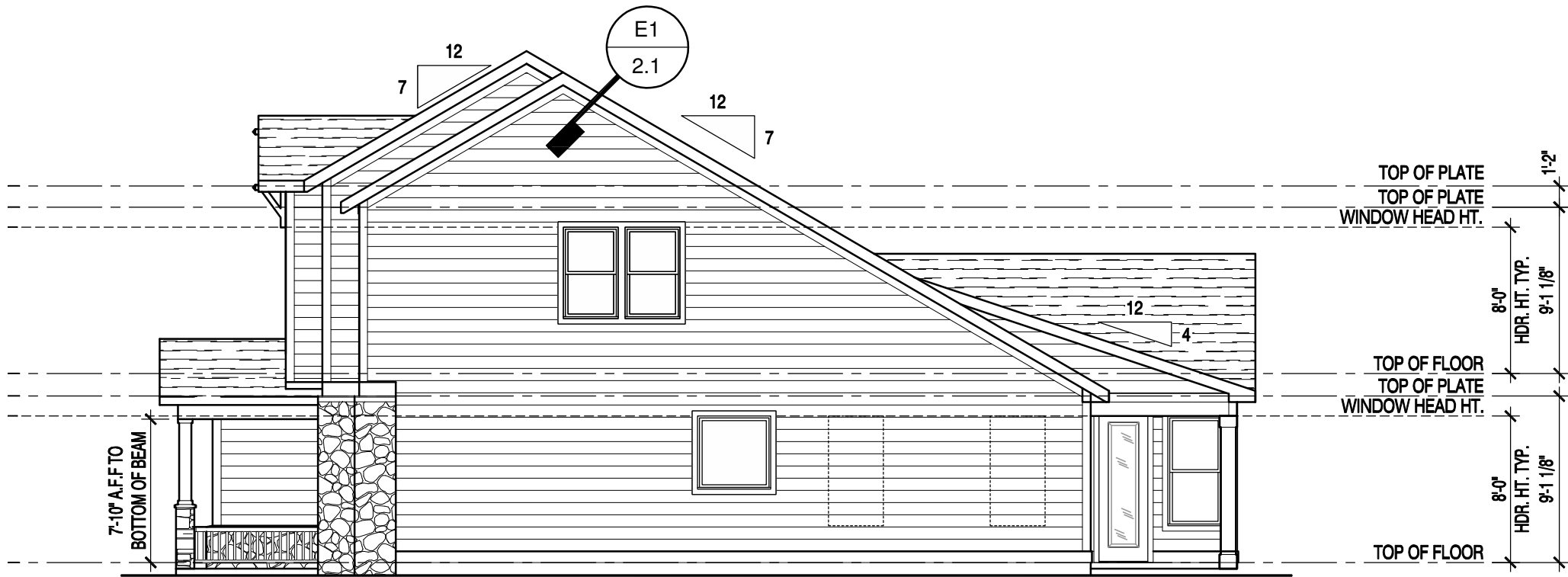
A2.1D

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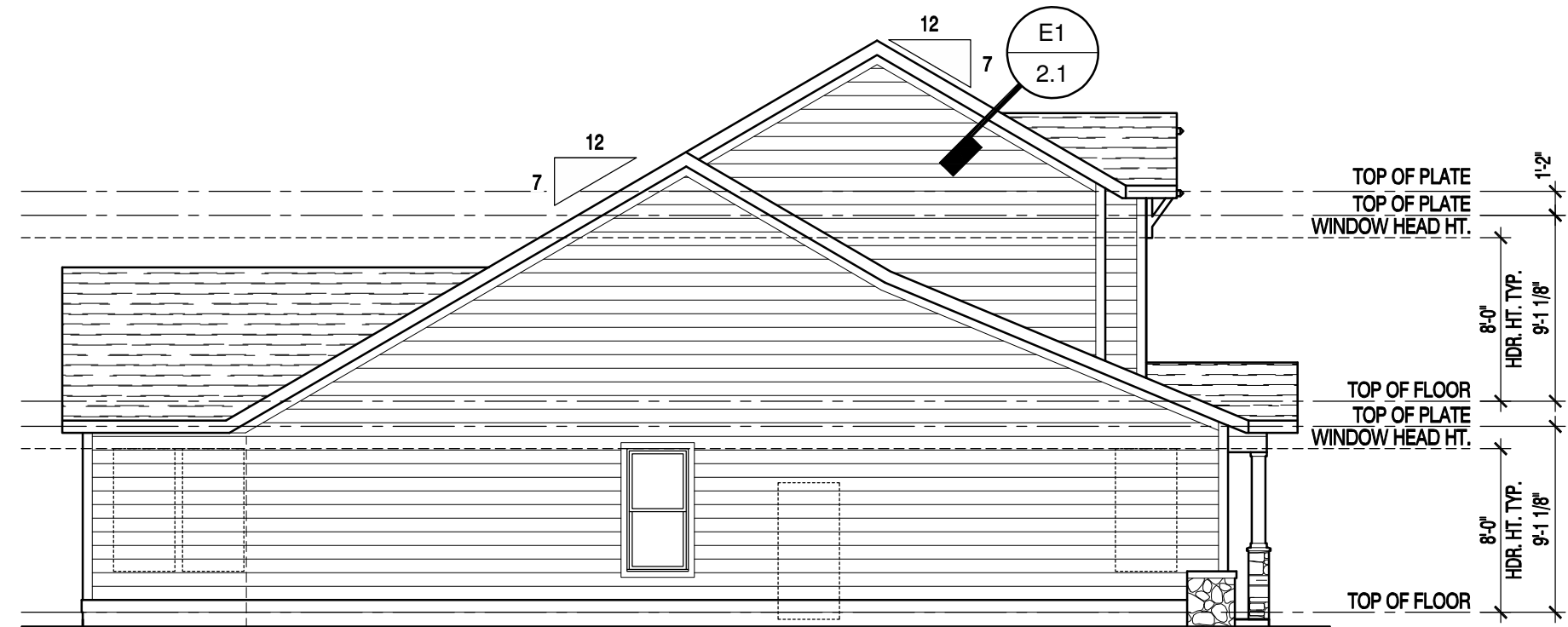
NOTES:
SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



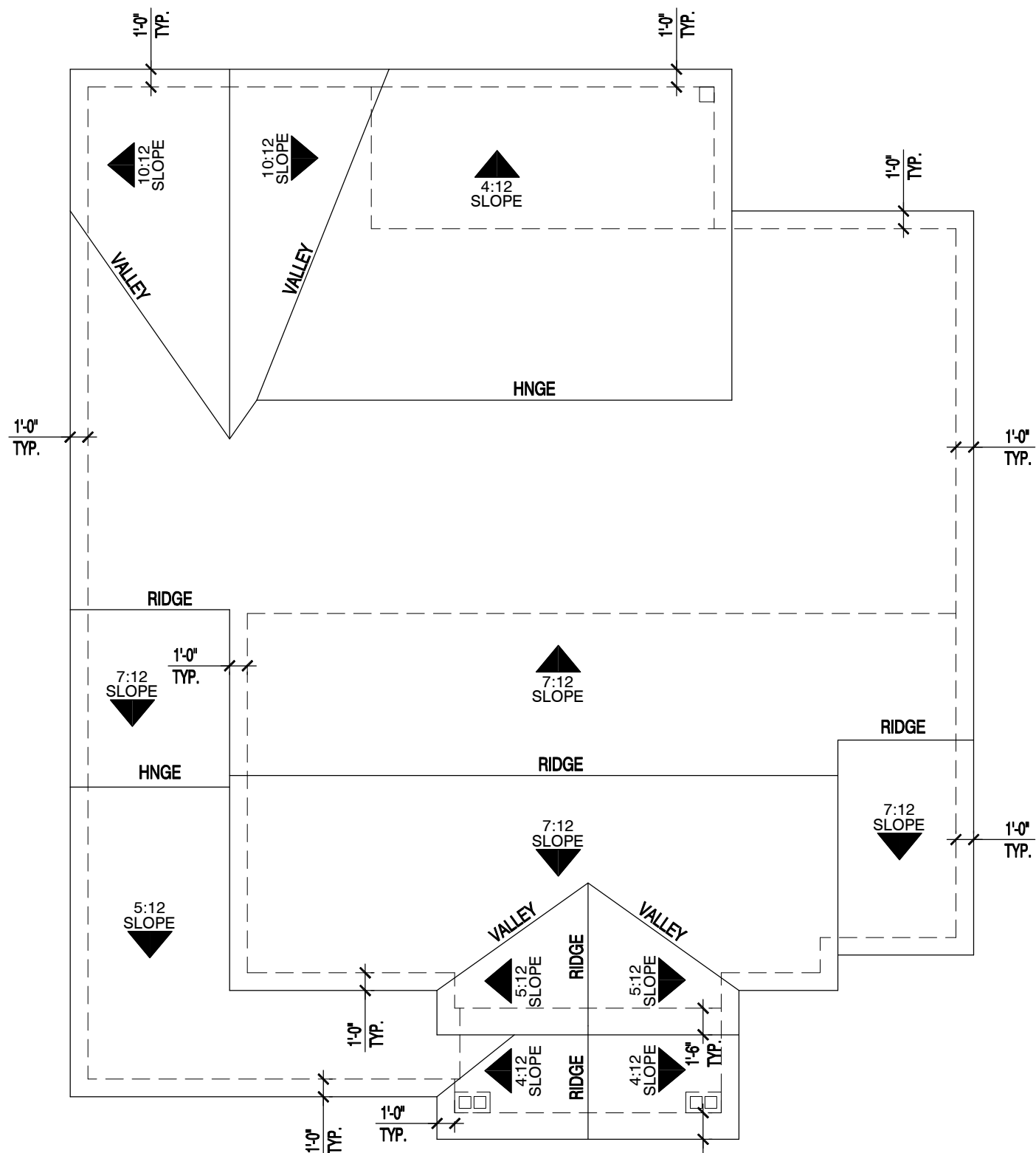
REAR ELEVATION
SCALE: 1/8"=1'-0"



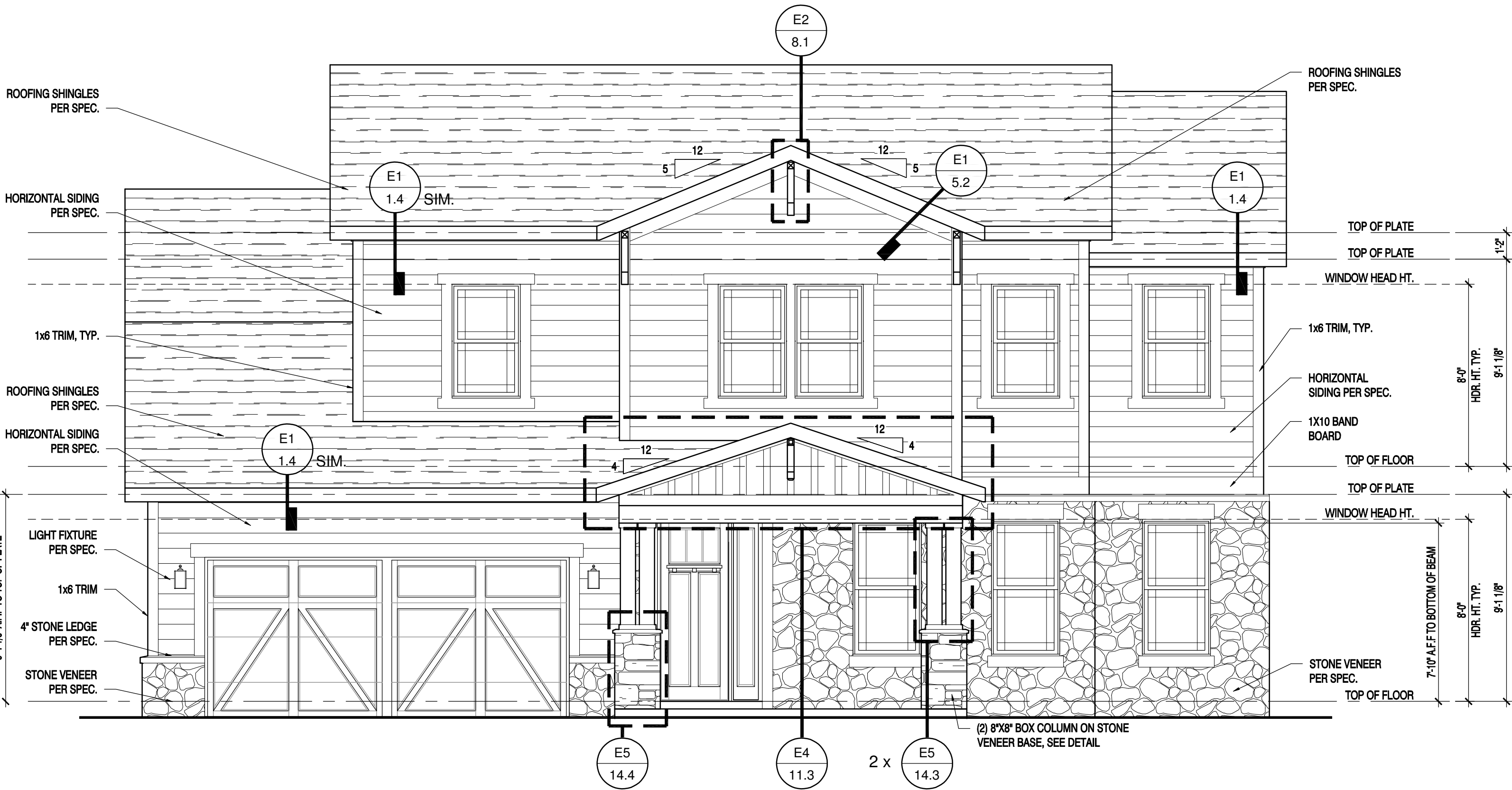
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN
SCALE: 1/4"=1'-0"



Fieldstone

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MICHIGAN OFFICE: (248) 822-4035
FLORIDA OFFICE: (813) 468-3310

ELEVATION E -
CRAFTSMAN

CONTROL RELEASE DATE:	06-01-16
REV #	DATE / DESCRIPTION
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△	
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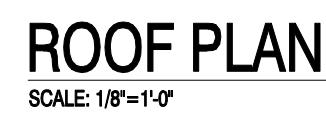
GARAGE HANDING
LEFT

PLAN NUMBER
4903

SHEET
A2.1E

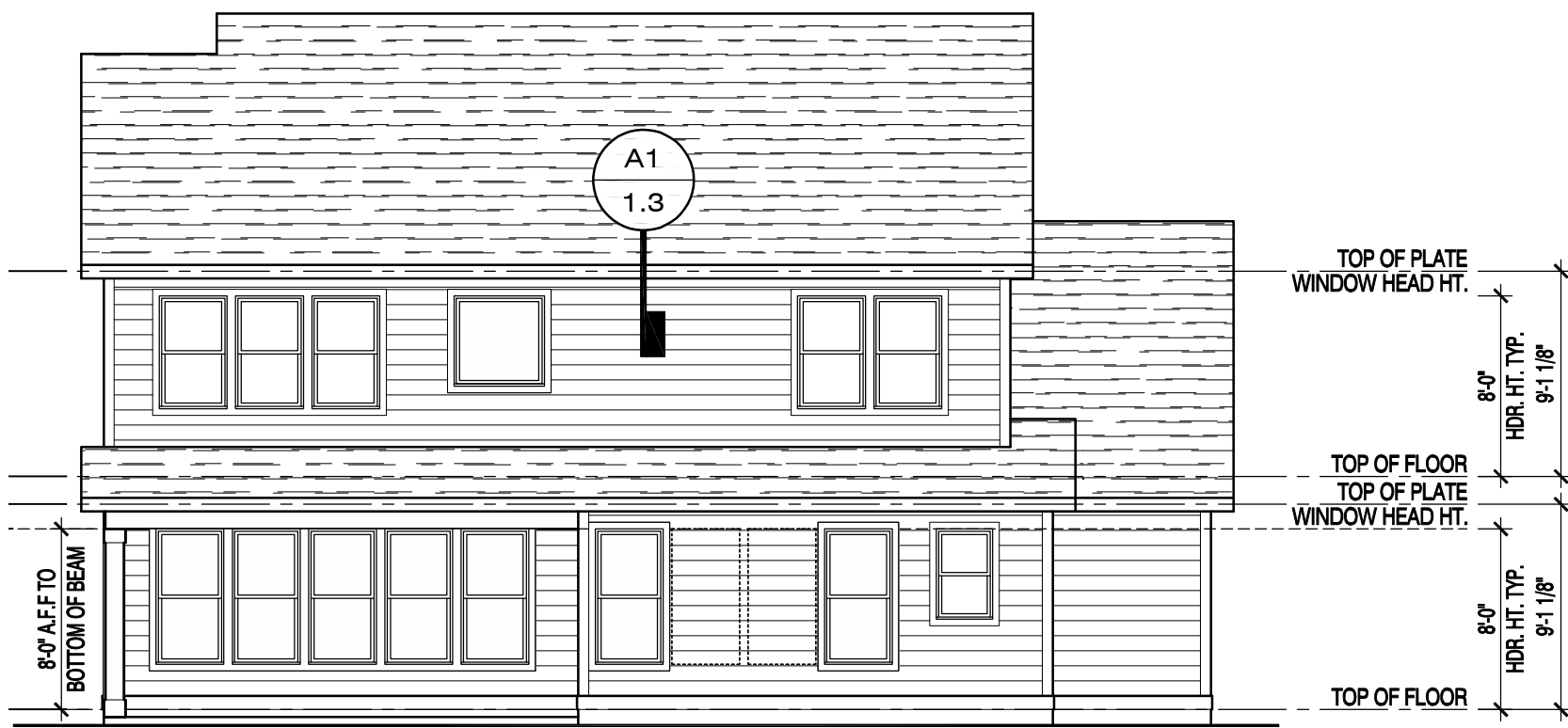
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



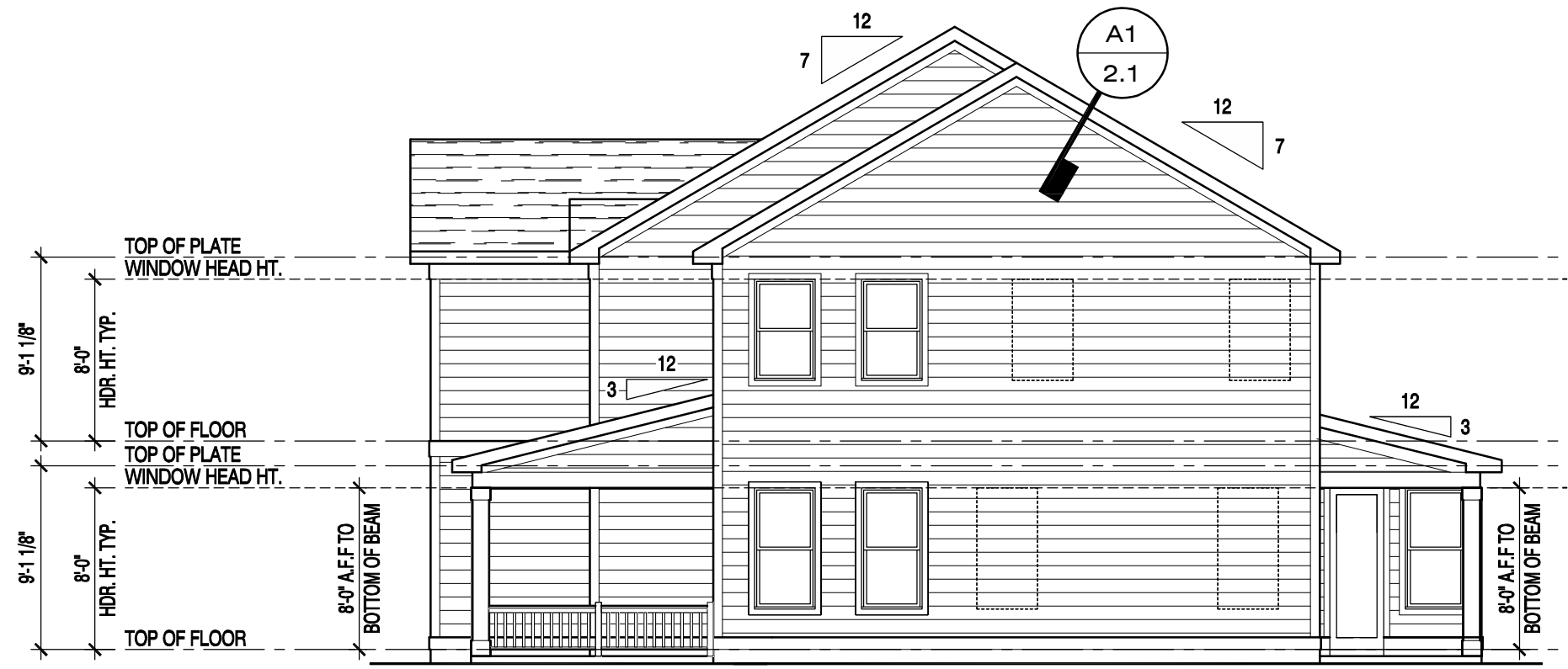
A2.1F

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEET IS REPRESENT 1/2 SCALE PLOTS

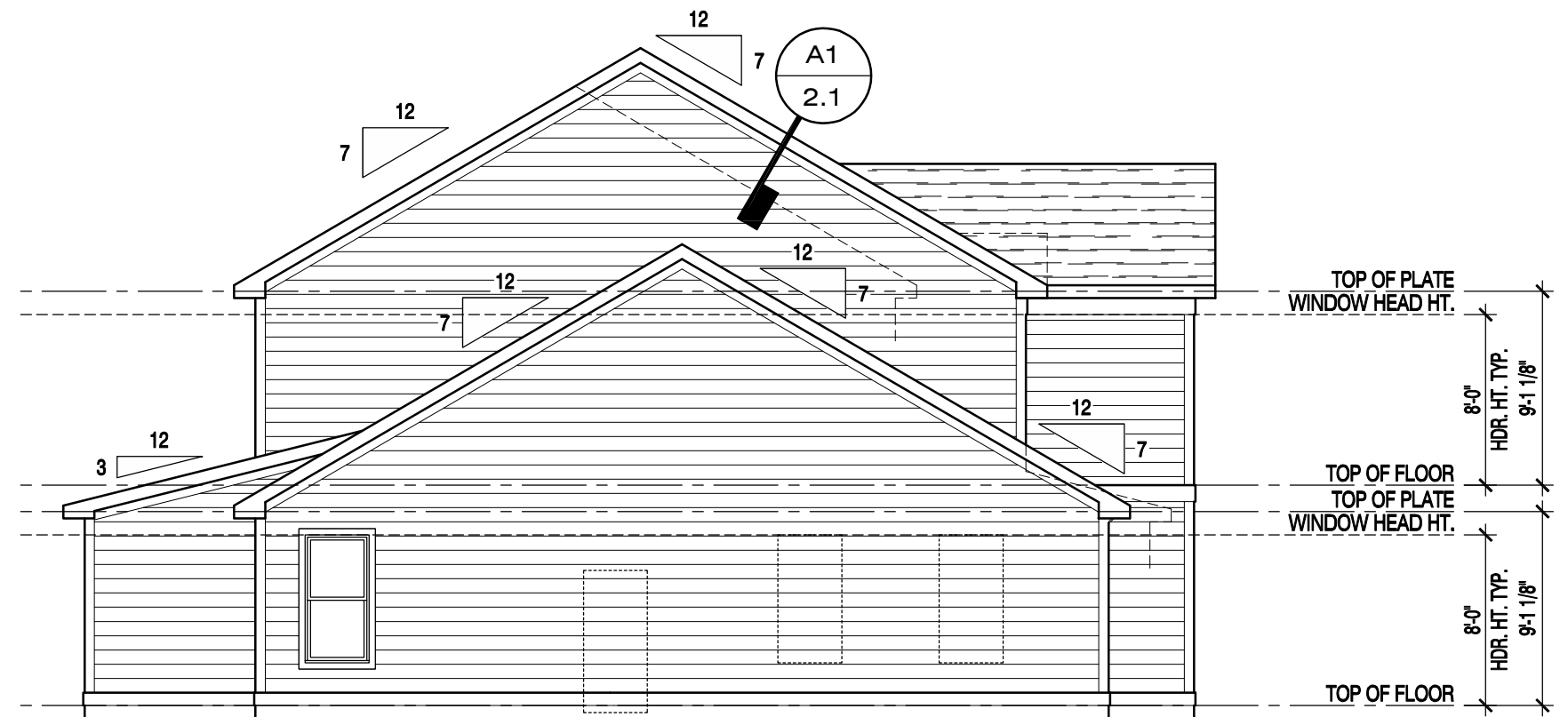


REAR ELEVATION
SCALE: 1/8"=1'-0"

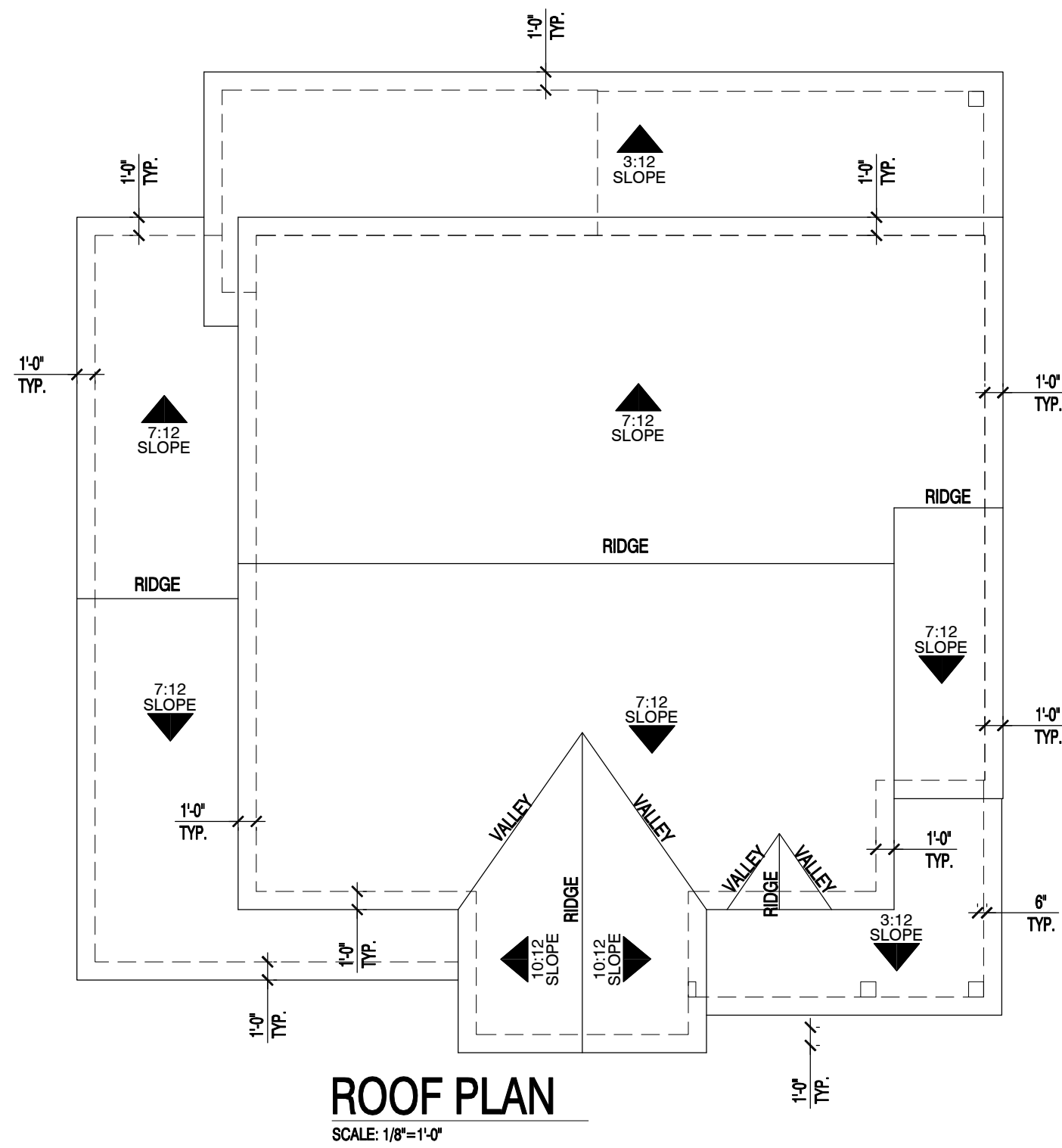
NOTES:
SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



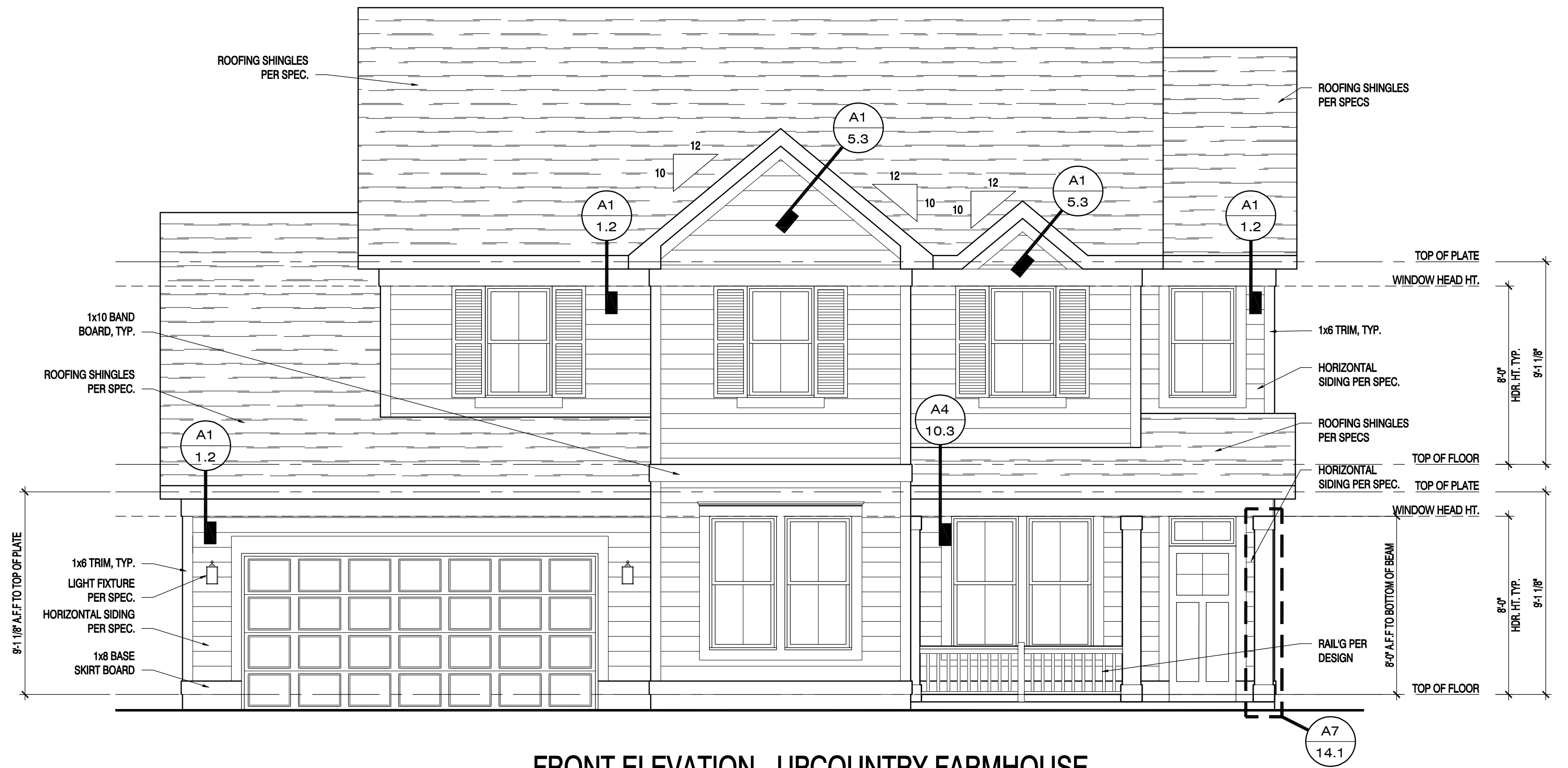
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"

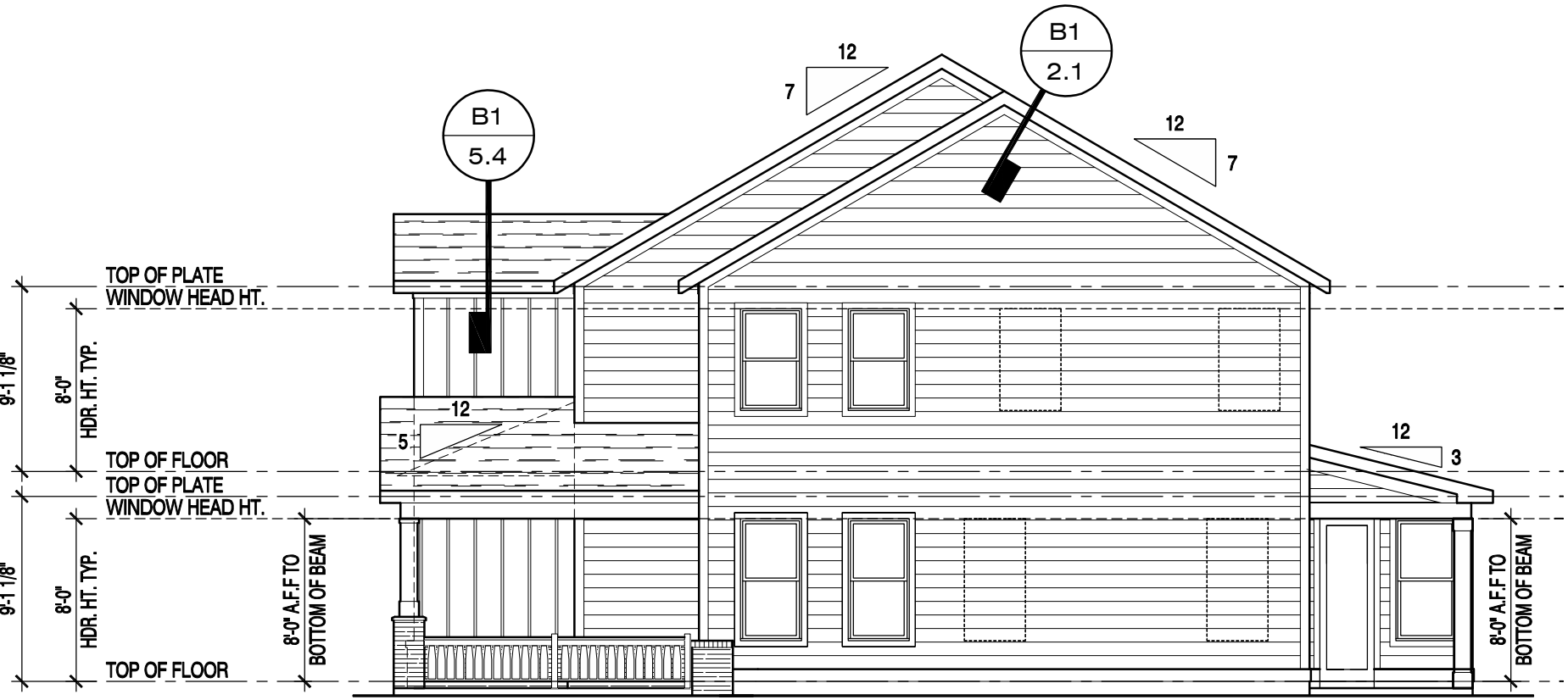


FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"

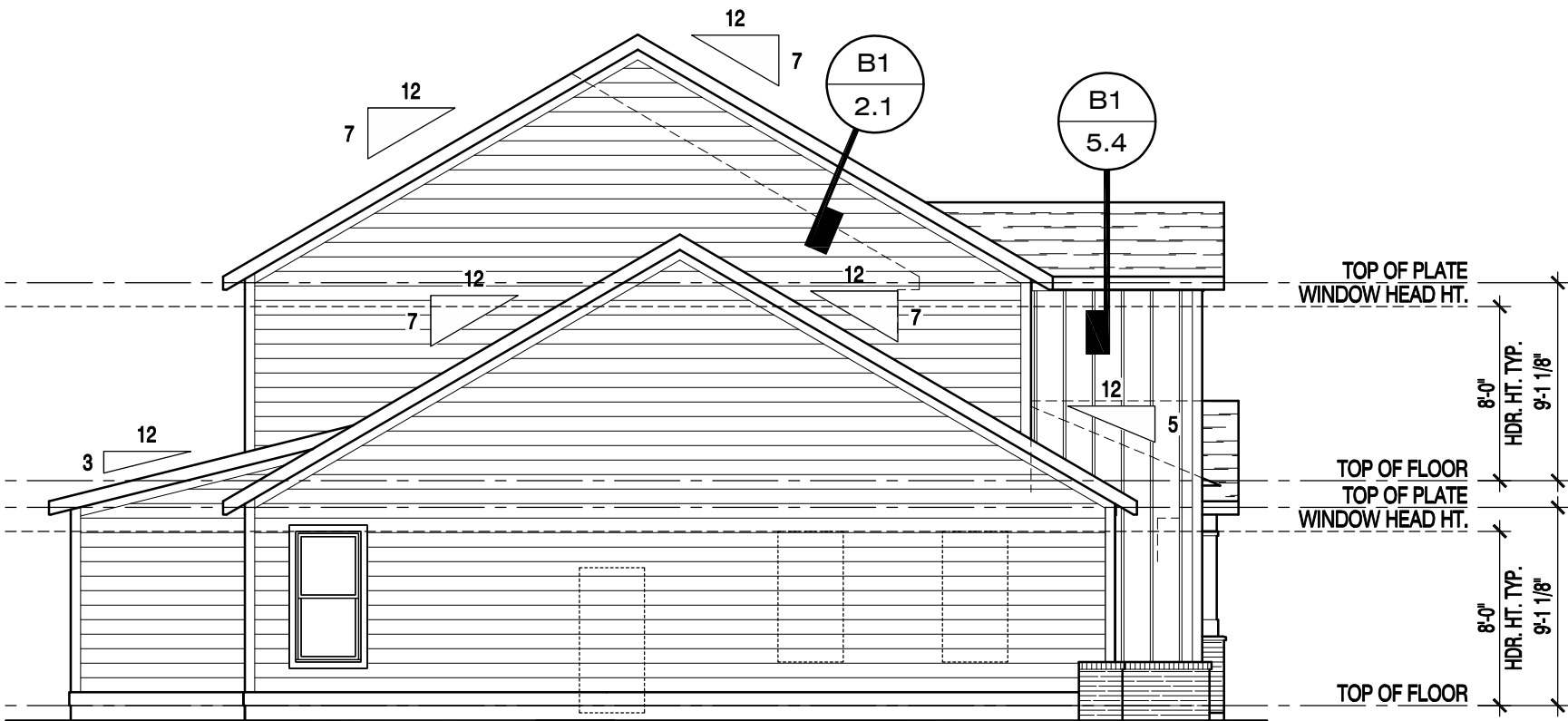
NOTES:
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



REAR ELEVATION
SCALE: 1/8"=1'-0"



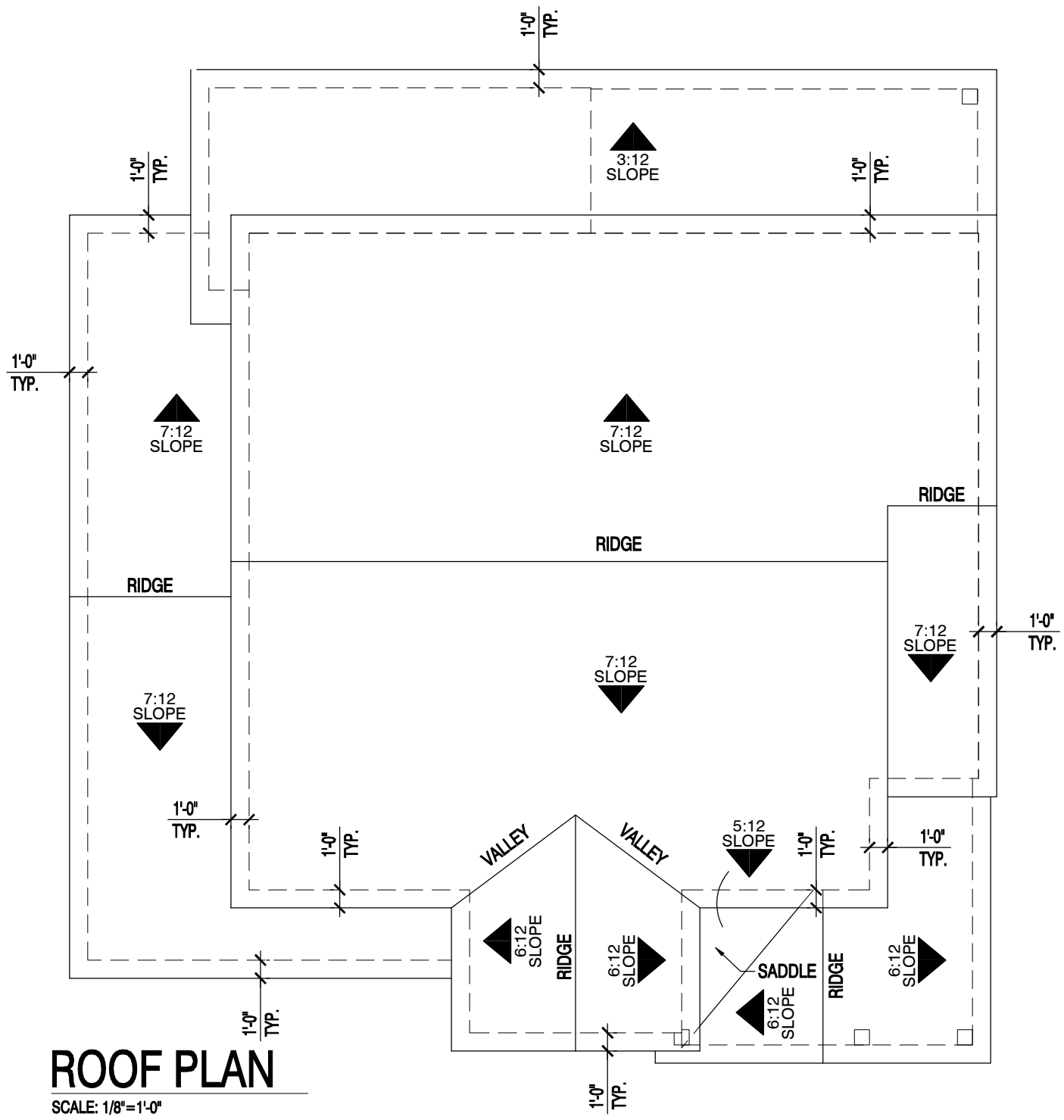
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



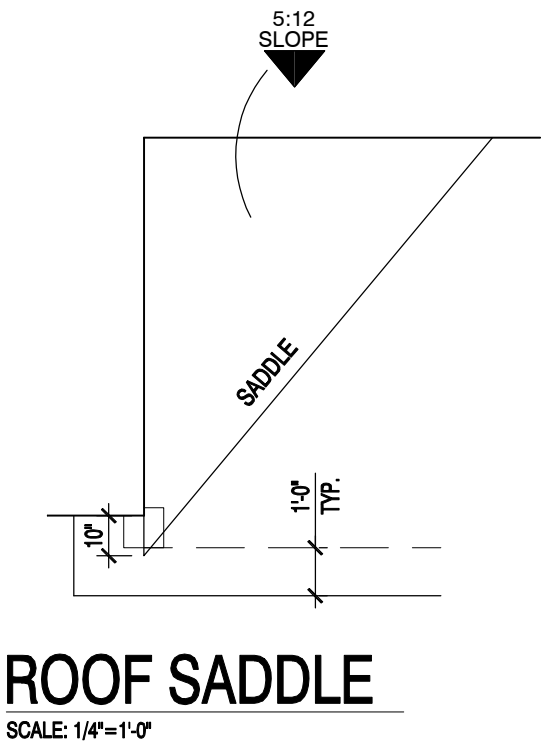
LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



ROOF SADDLE
SCALE: 1/4"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

CONTROL	RELEASE DATE:	06-01-16
REV #	DATE / DESCRIPTION	
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GARAGE HANDING
LEFT

PLAN NUMBER
4904

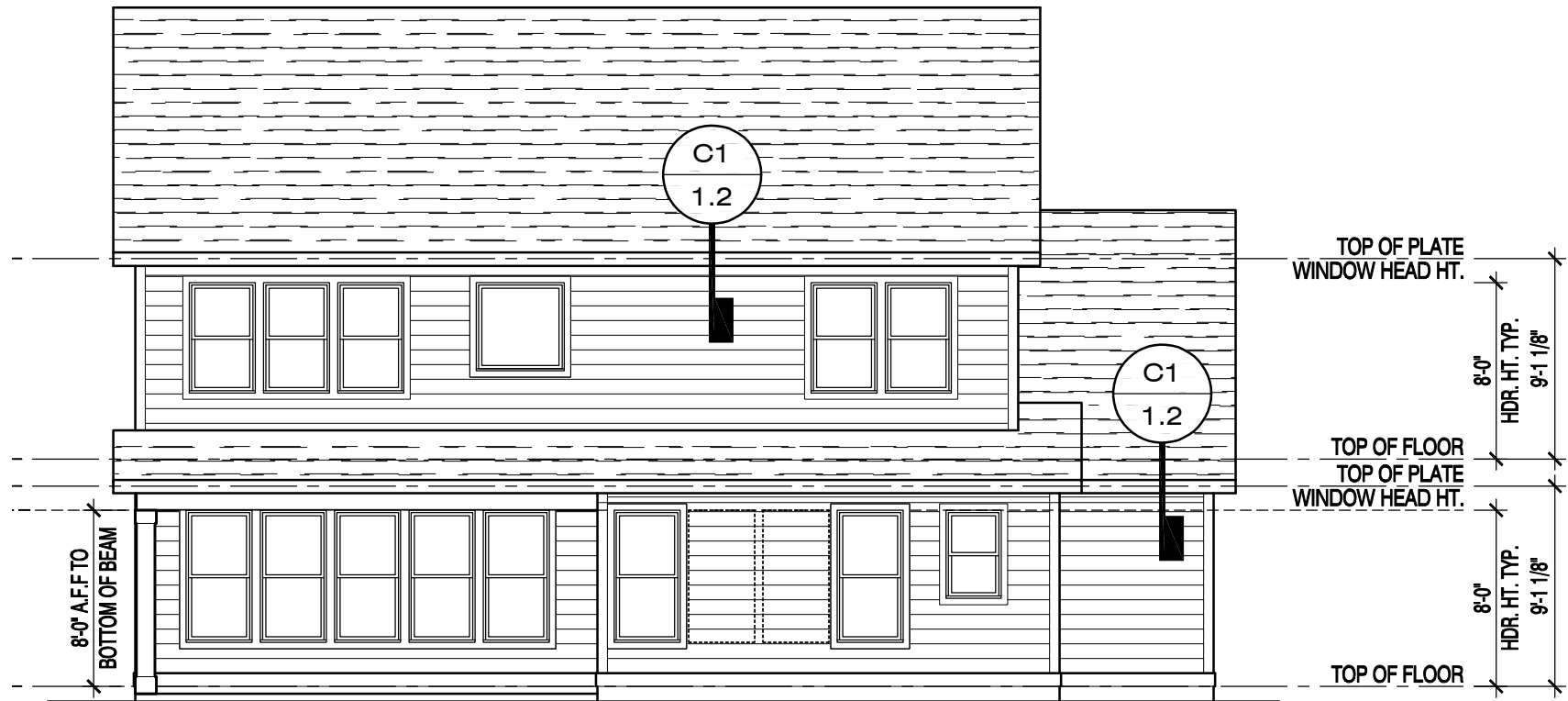
SHEET

A2.1B

**ELEVATION B -
PLANK COTTAGE**

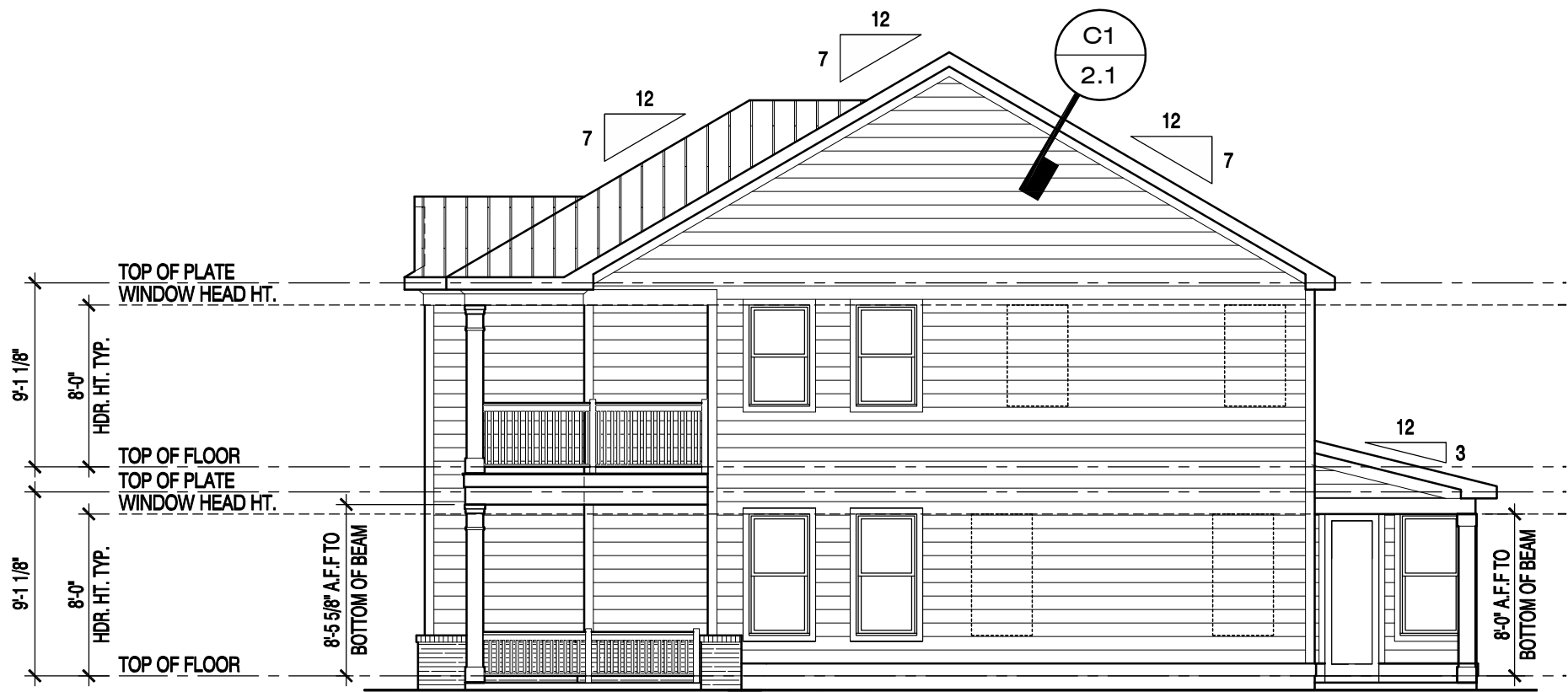
Fieldstone
FLORIDA OFFICE: (813) 468-2010
MICHIGAN OFFICE: (248) 822-4265
MINNESOTA OFFICE: (612) 607-0116

FIELDING
HOMES

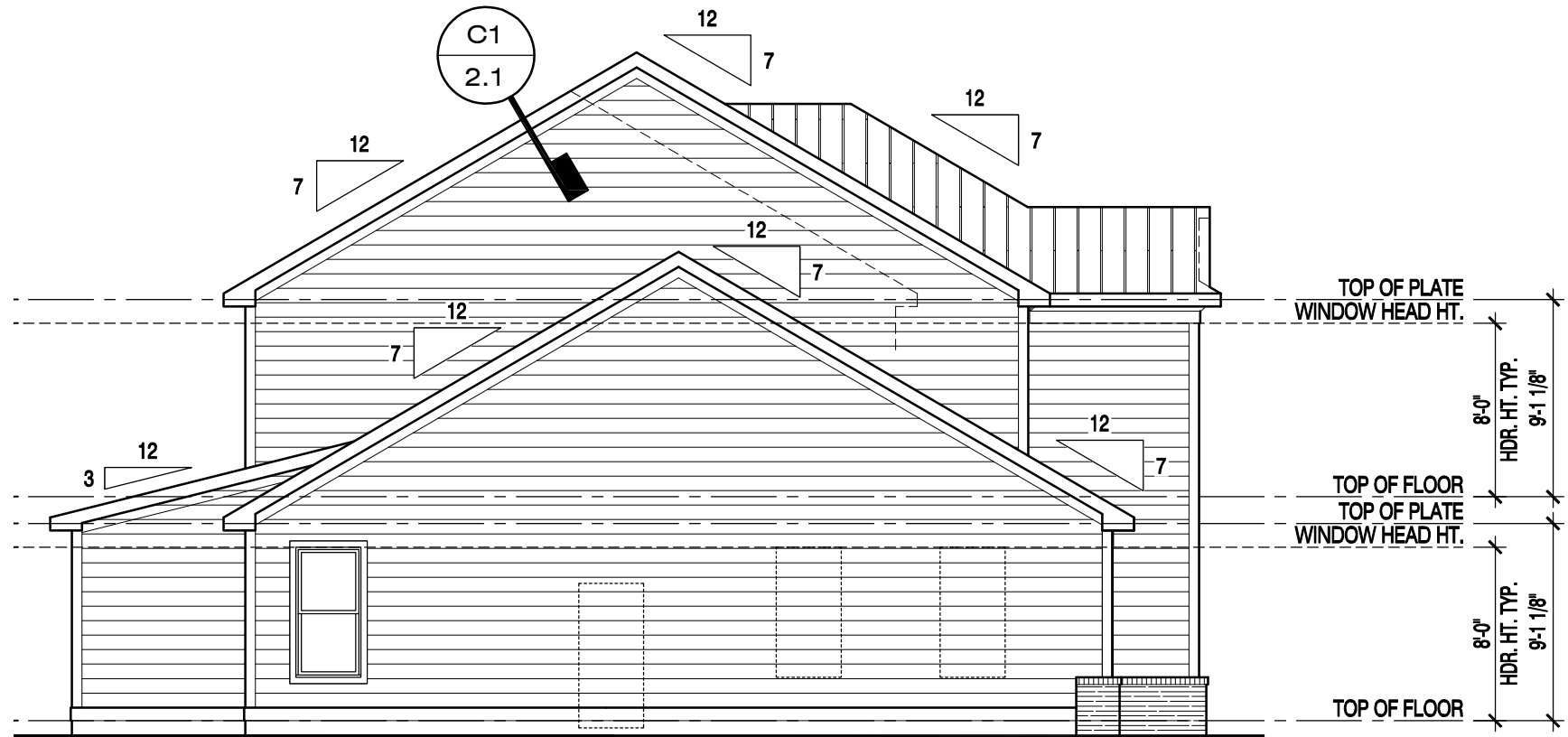


REAR ELEVATION
SCALE: 1/8"=1'-0"

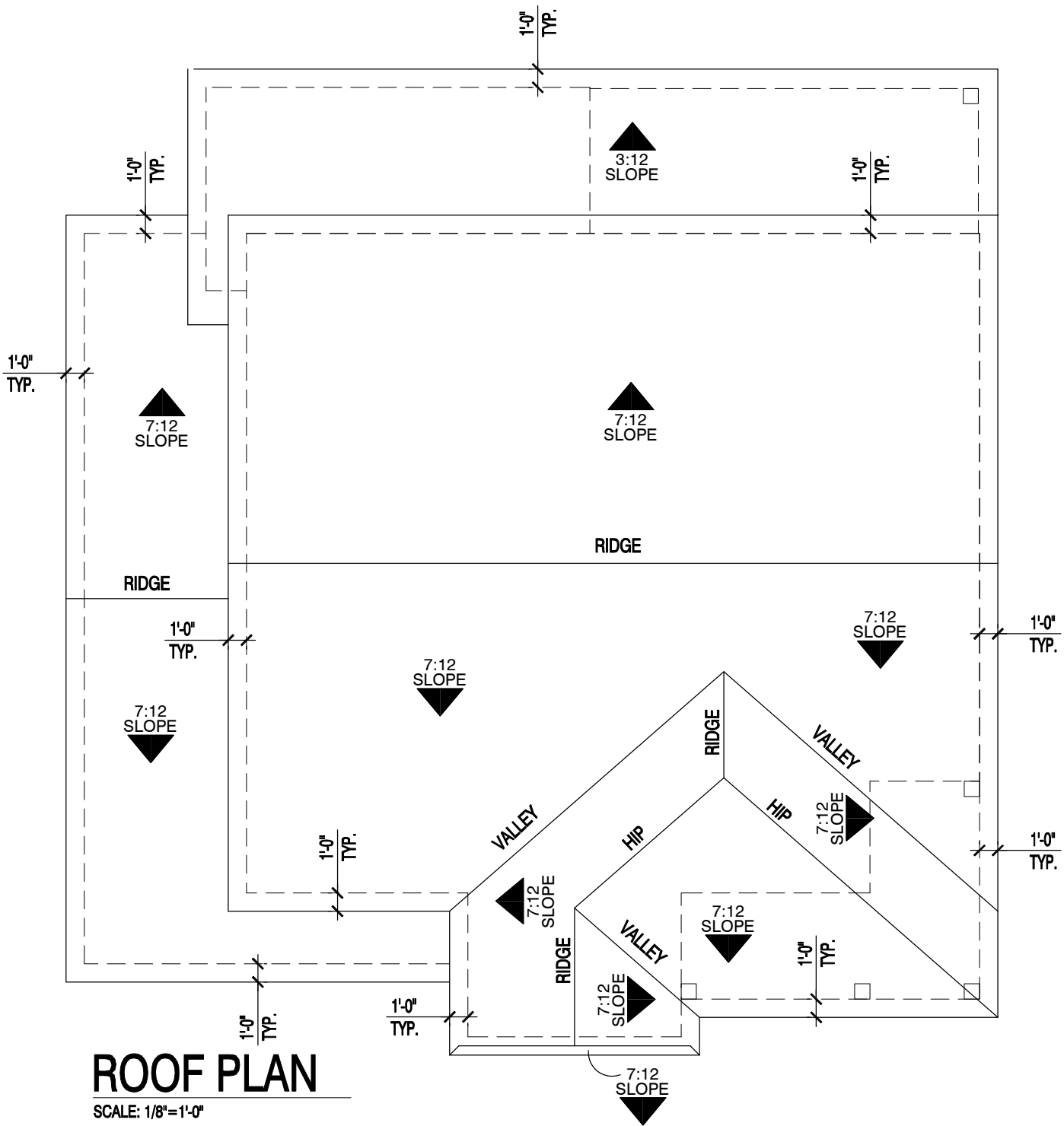
NOTES:
SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"



Fieldstone
MINNESOTA OFFICE: (612) 807-0115
MICHIGAN OFFICE: (248) 822-4035
FLORIDA OFFICE: (813) 468-3310

ELEVATION C -
COASTAL

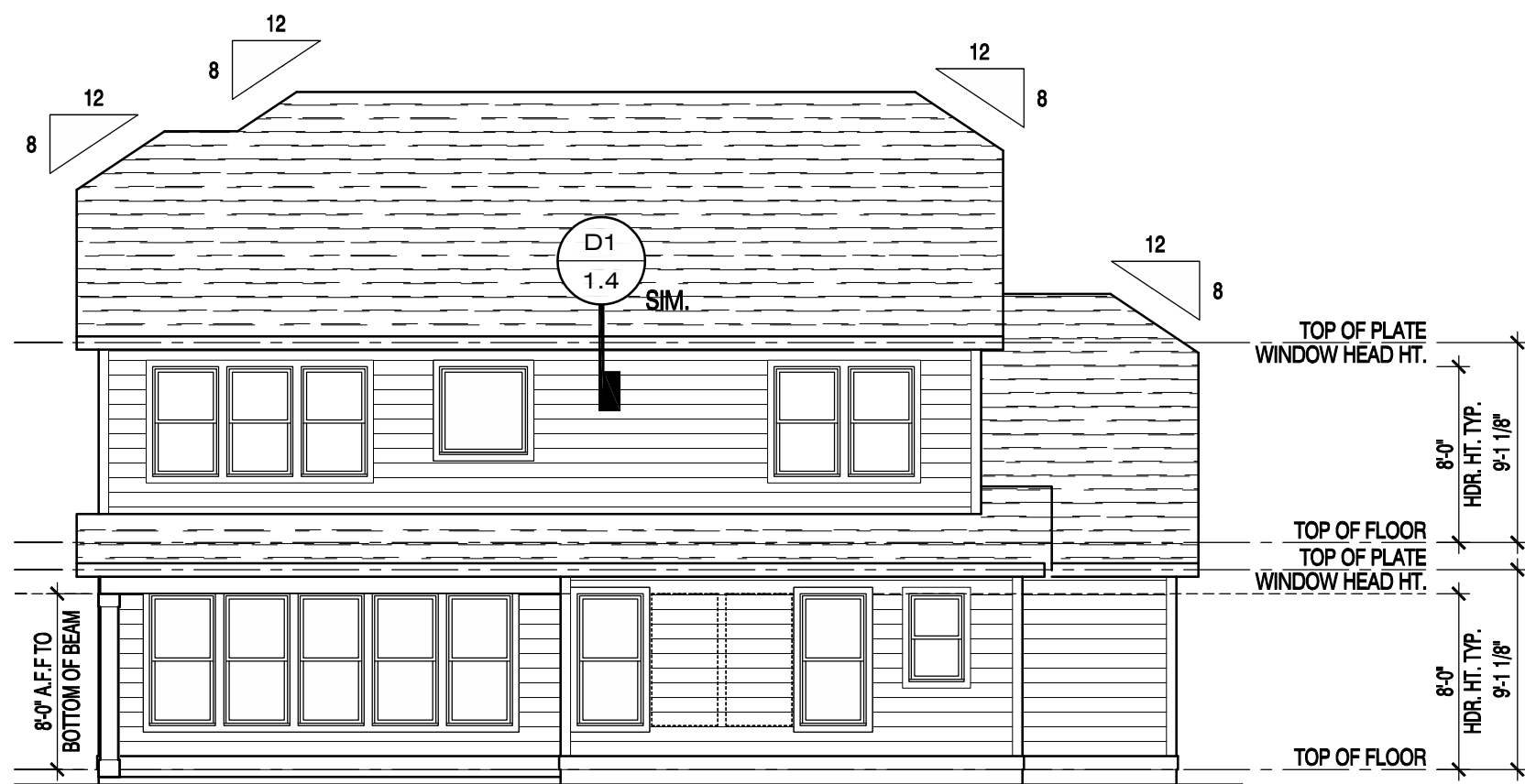
CONTROL RELEASE DATE:	06-01-16
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GARAGE HANDING
LEFT

PLAN NUMBER
4904

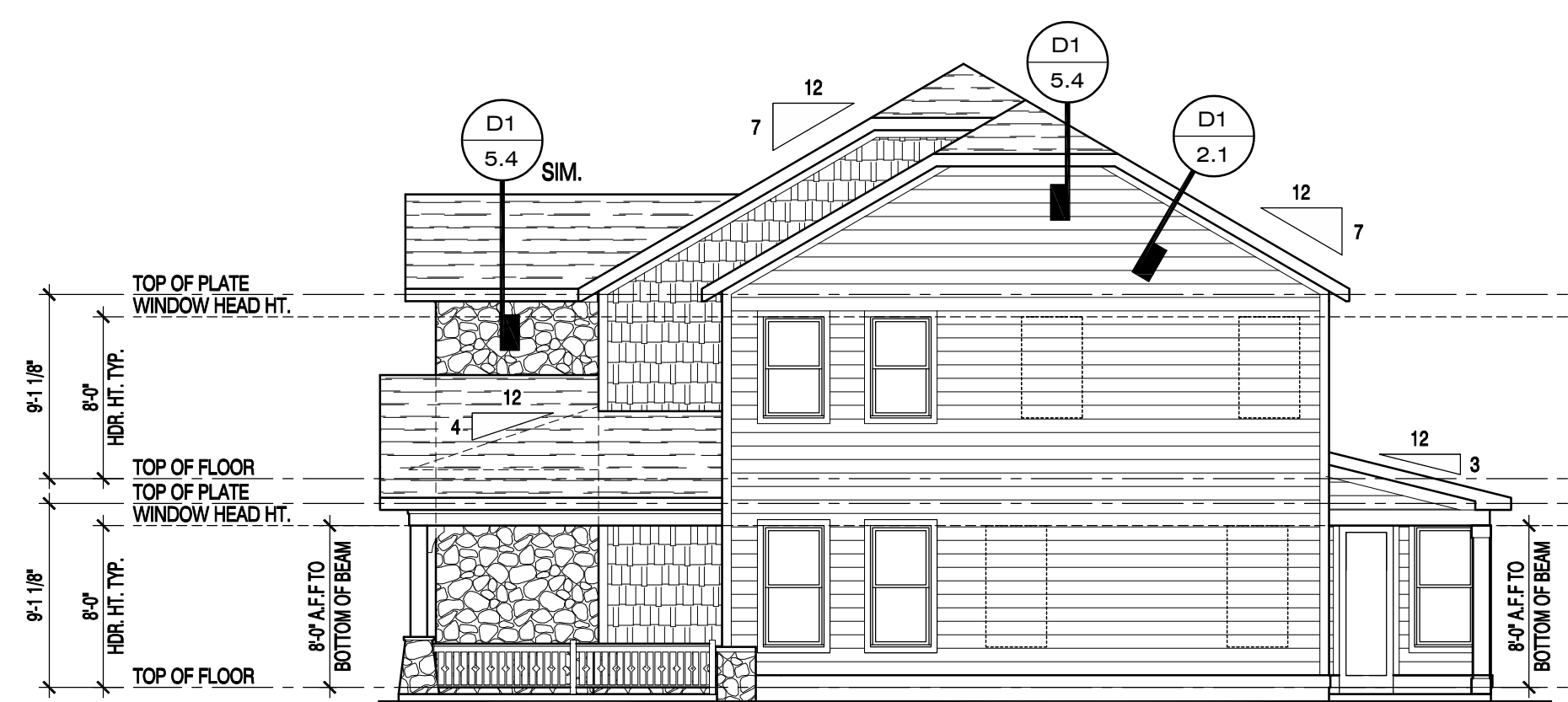
SHEET
A2.1C

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

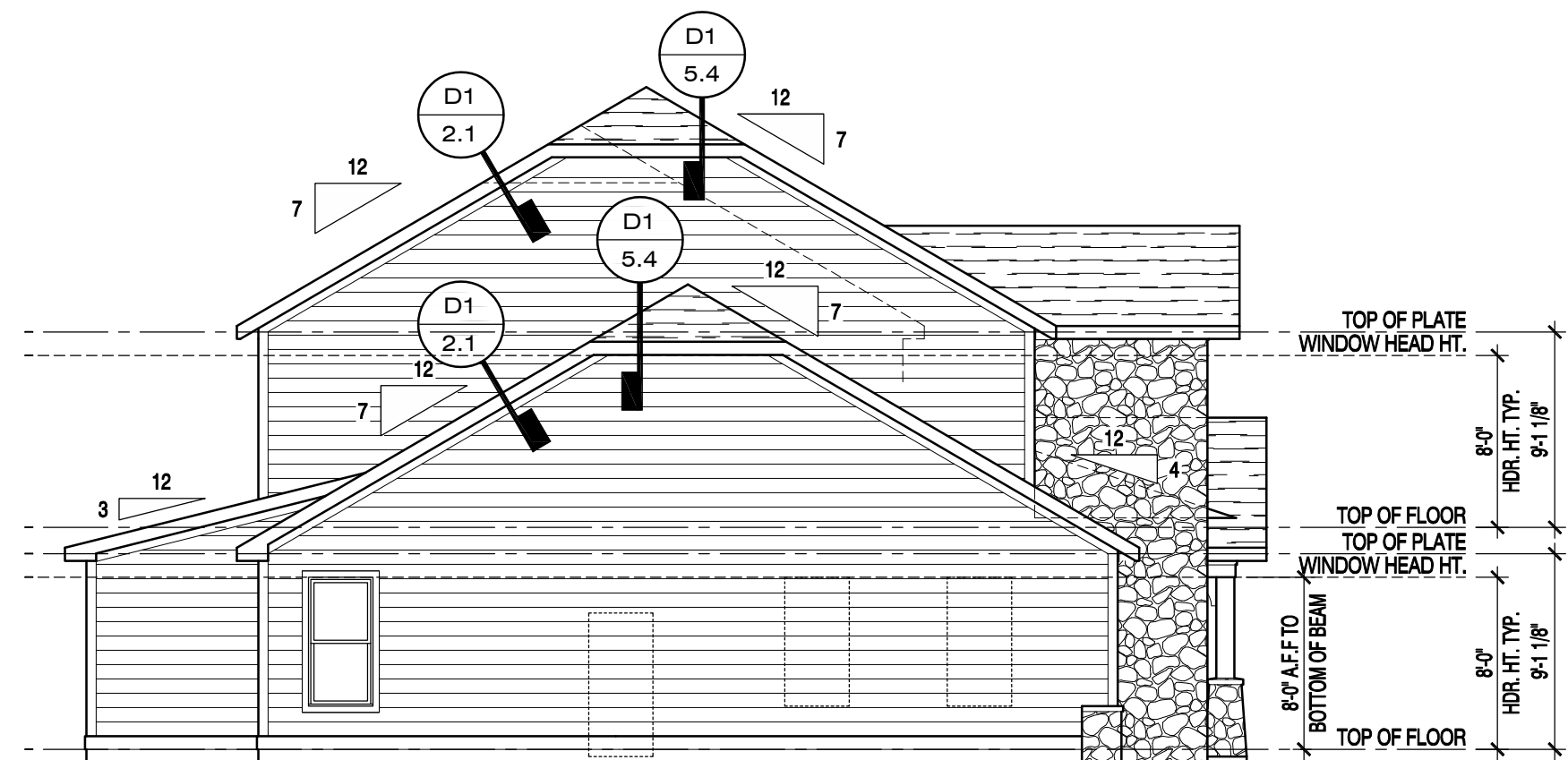


REAR ELEVATION
SCALE: 1/8"=1'-0"

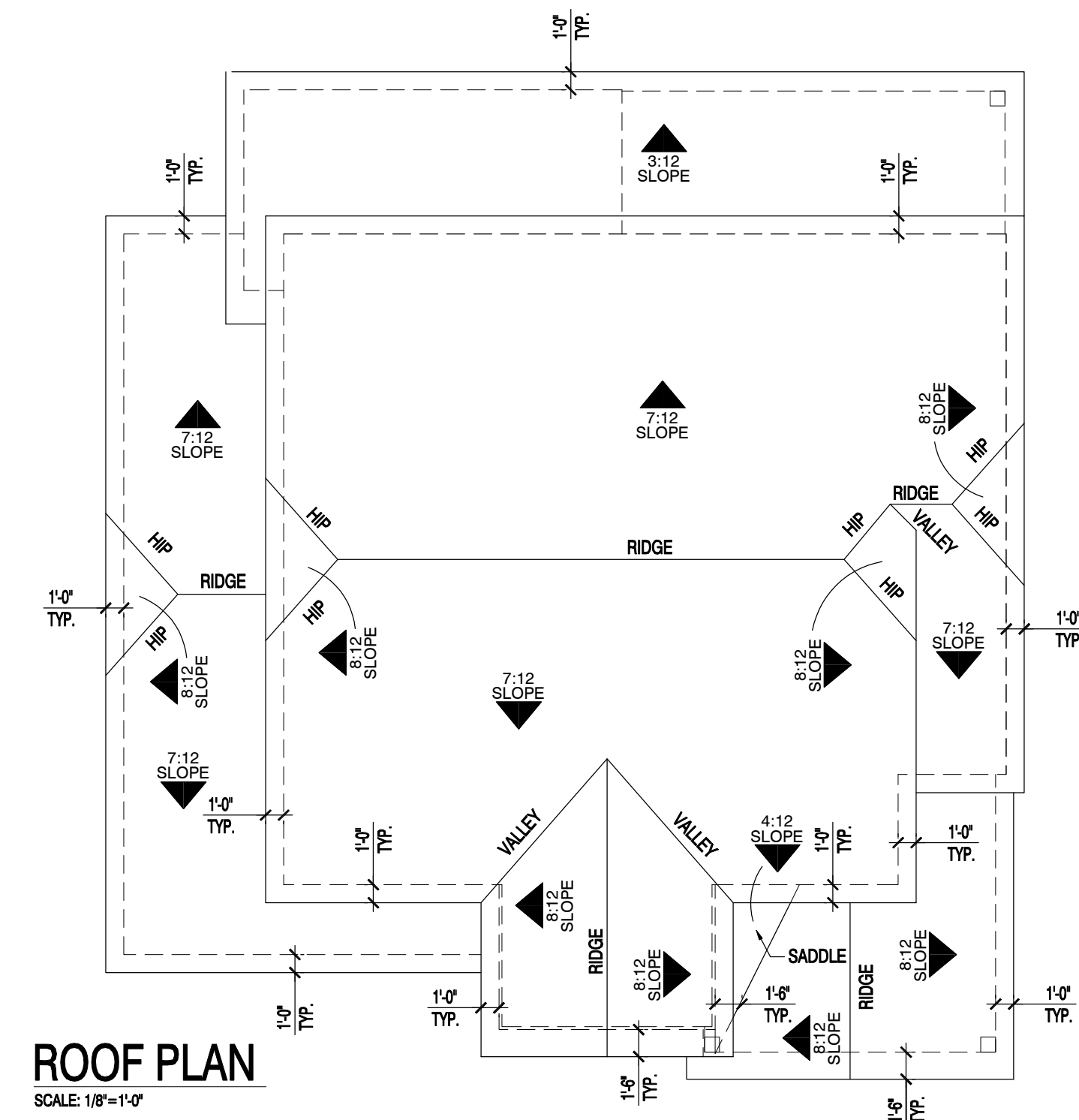
NOTES:
SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



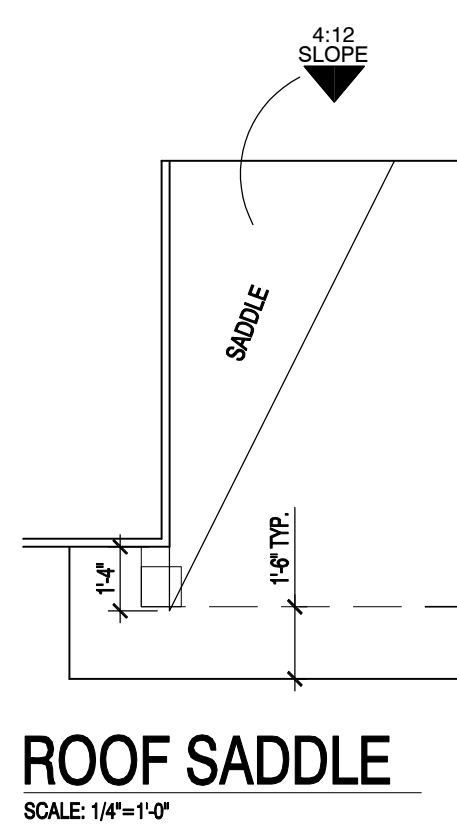
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



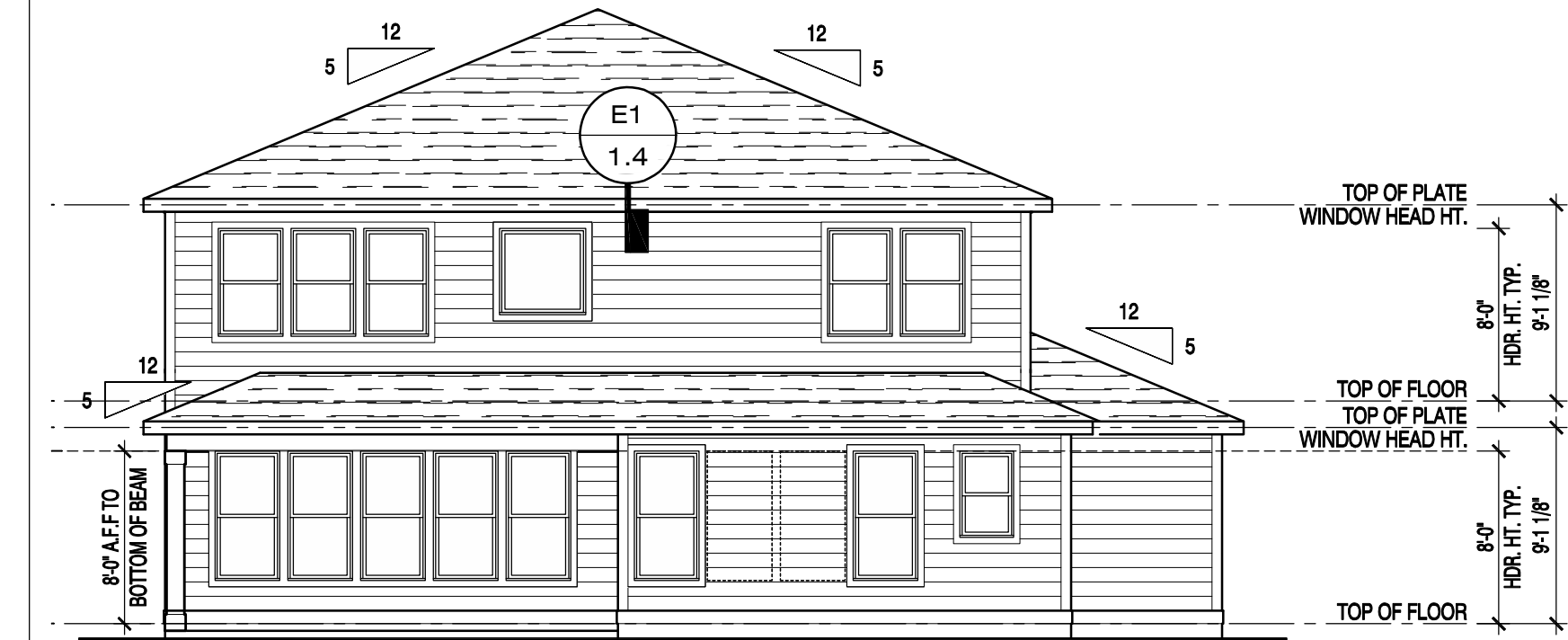
ROOF PLAN
SCALE: 1/8"=1'-0"



ROOF SADDLE
SCALE: 1/4"=1'-0"

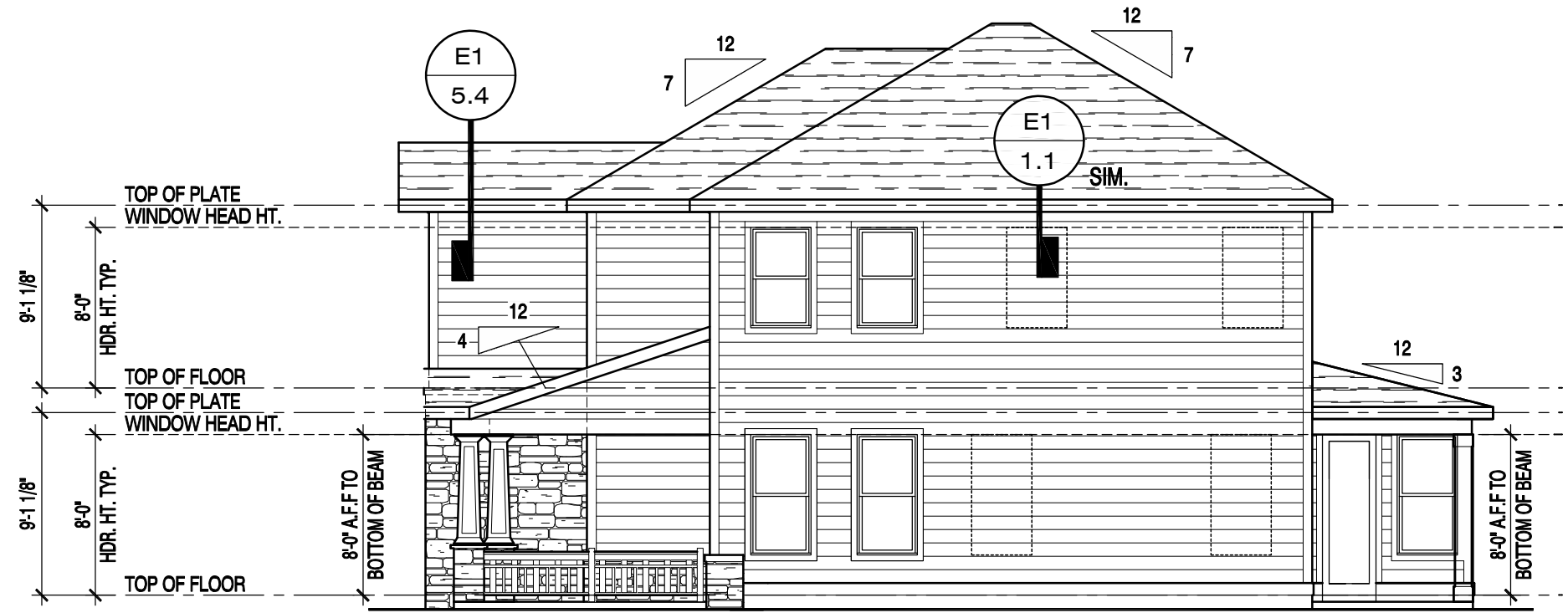


FRONT ELEVATION - SOUTHERN ARTS AND CRAFTS
SCALE: 1/4"=1'-0"

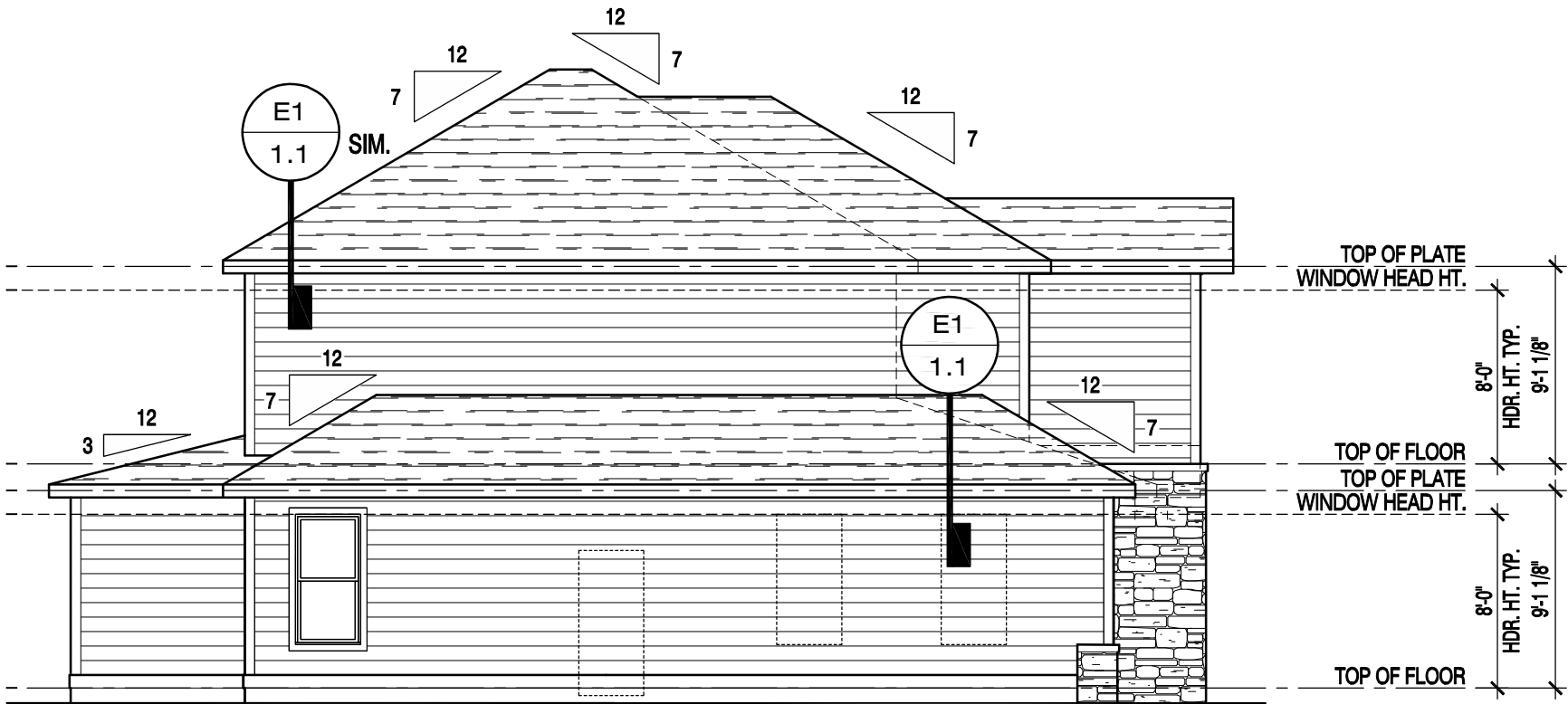


REAR ELEVATION
 SCALE: 1/8"=1'-0"

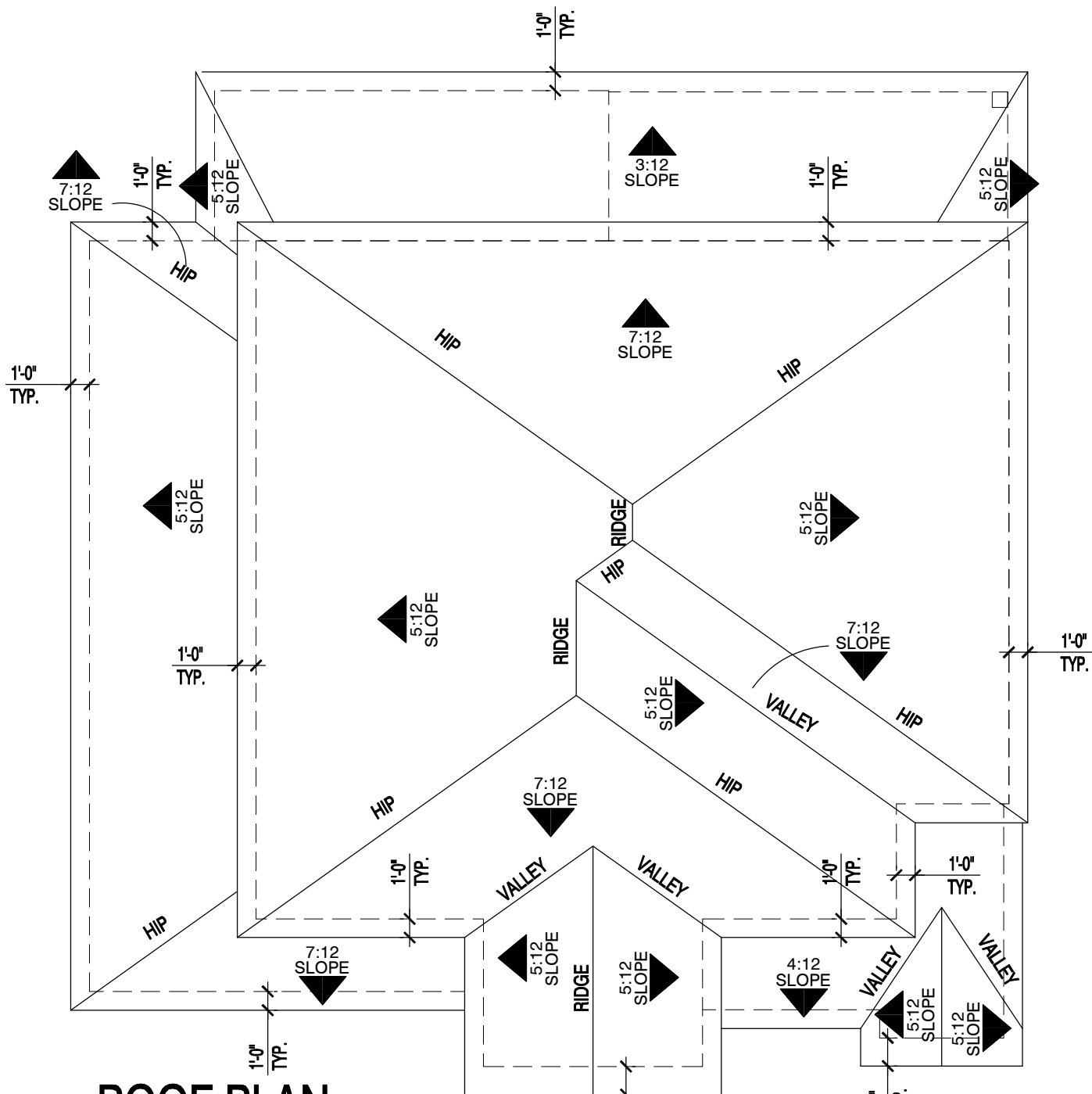
NOTES:
 SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
 SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR
 AND GARAGE DOOR TRIM DETAILS



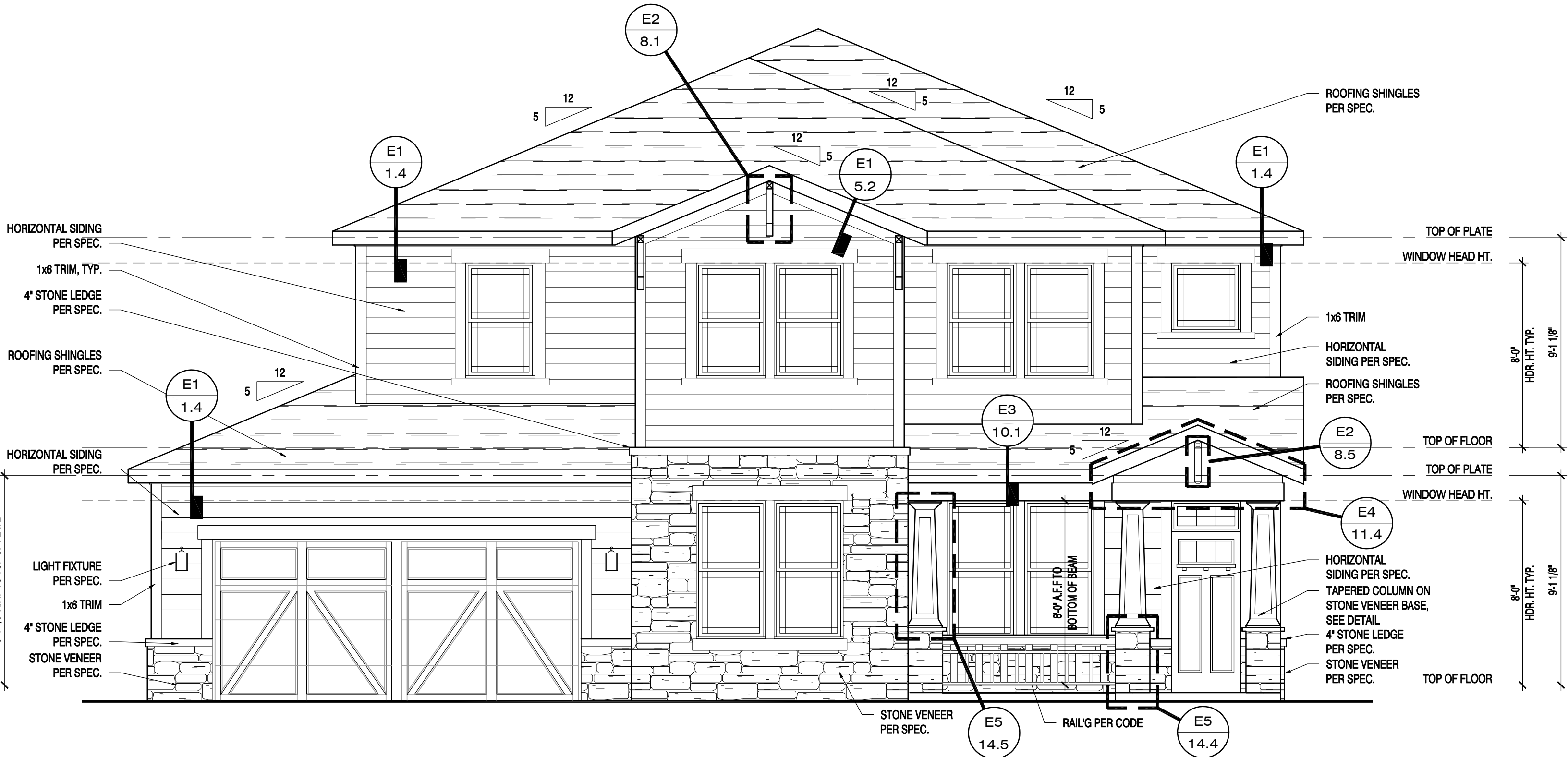
RIGHT SIDE ELEVATION
 SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
 SCALE: 1/8"=1'-0"



ROOF PLAN
 SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN
 SCALE: 1/4"=1'-0"

FIELDING

HOMES

Fieldstone

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MICHIGAN OFFICE: (248) 822-4365

FLORIDA OFFICE: (813) 468-3310

ELEVATION E - CRAFTSMAN

CONTROL RELEASE DATE: 06-01-16

REV # DATE / DESCRIPTION

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GARAGE HANDING

LEFT

PLAN NUMBER

4904

SHEET

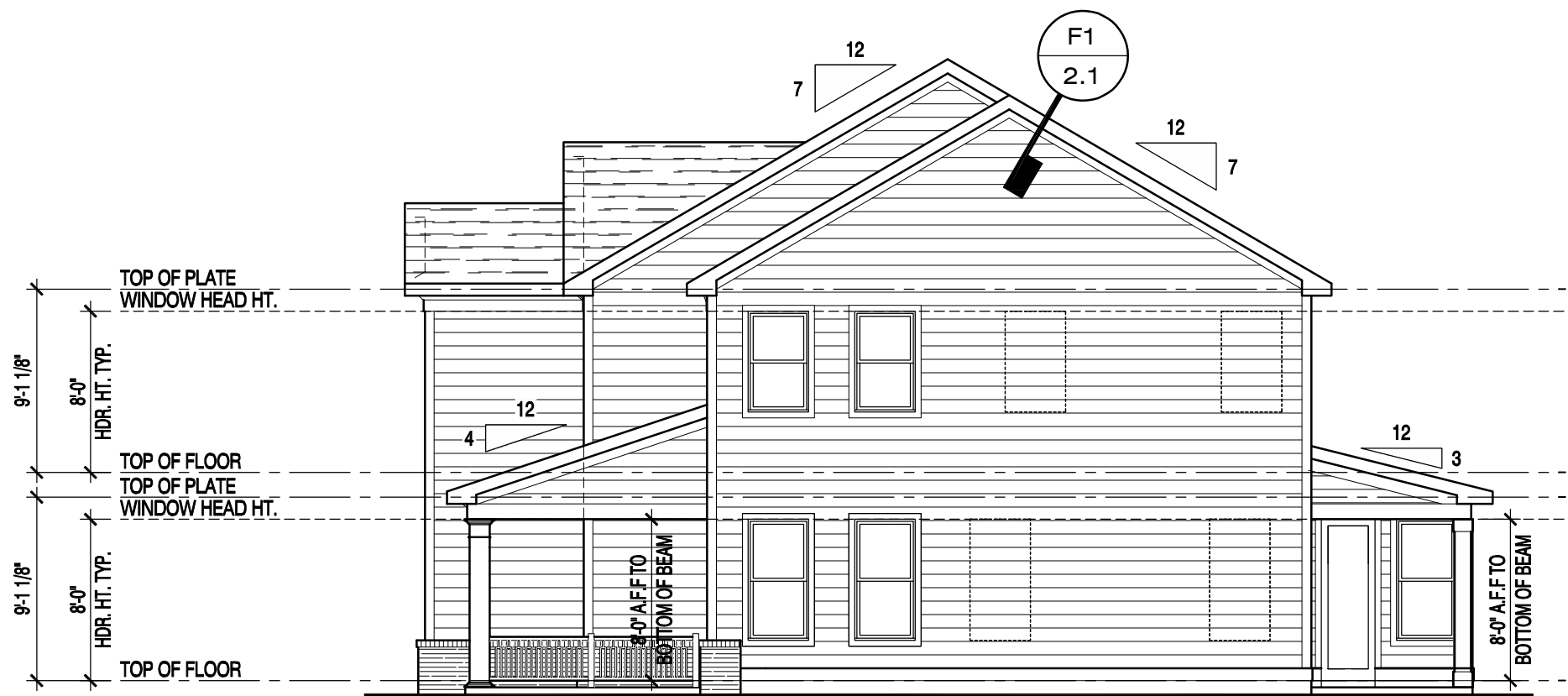
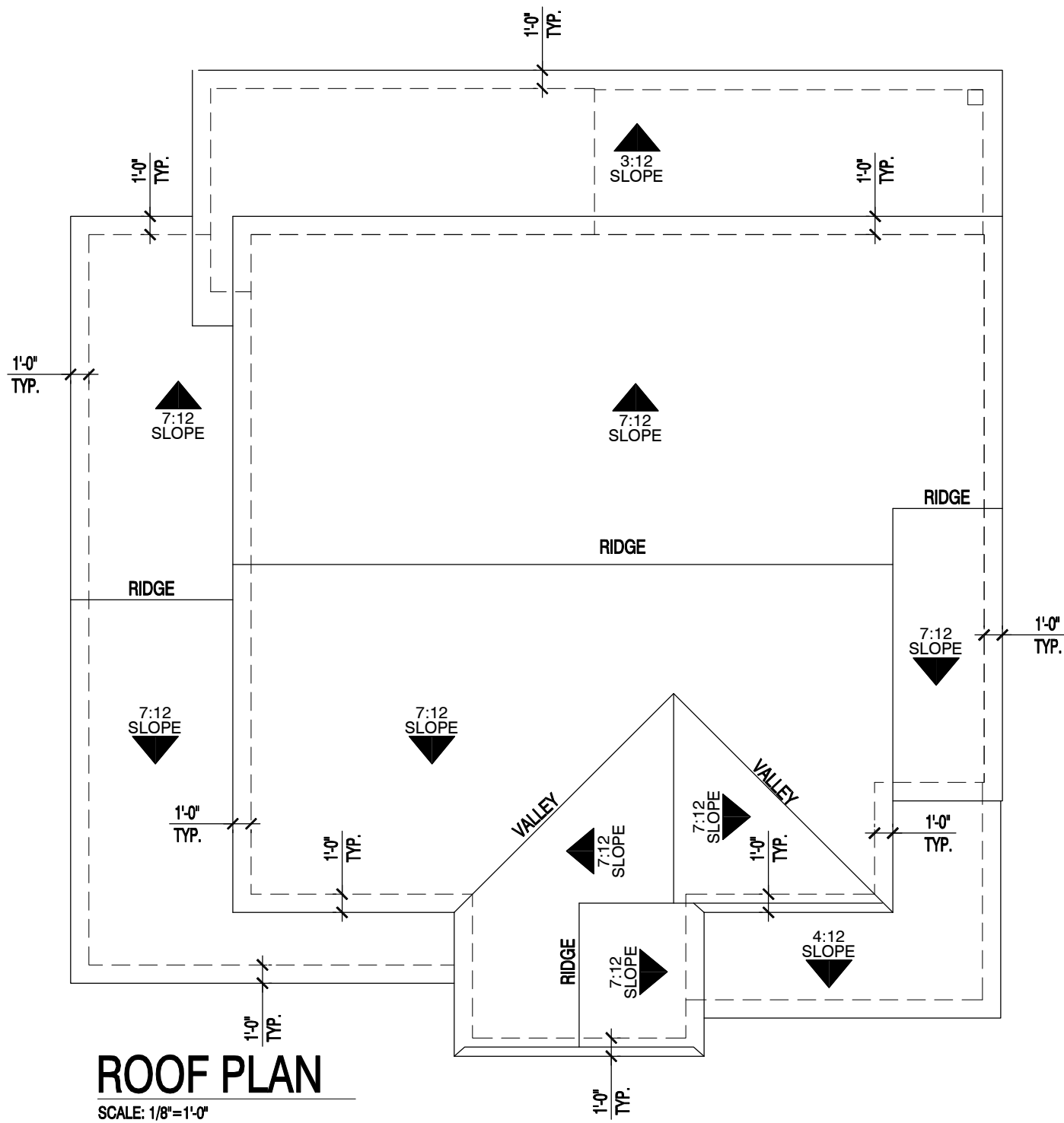
A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

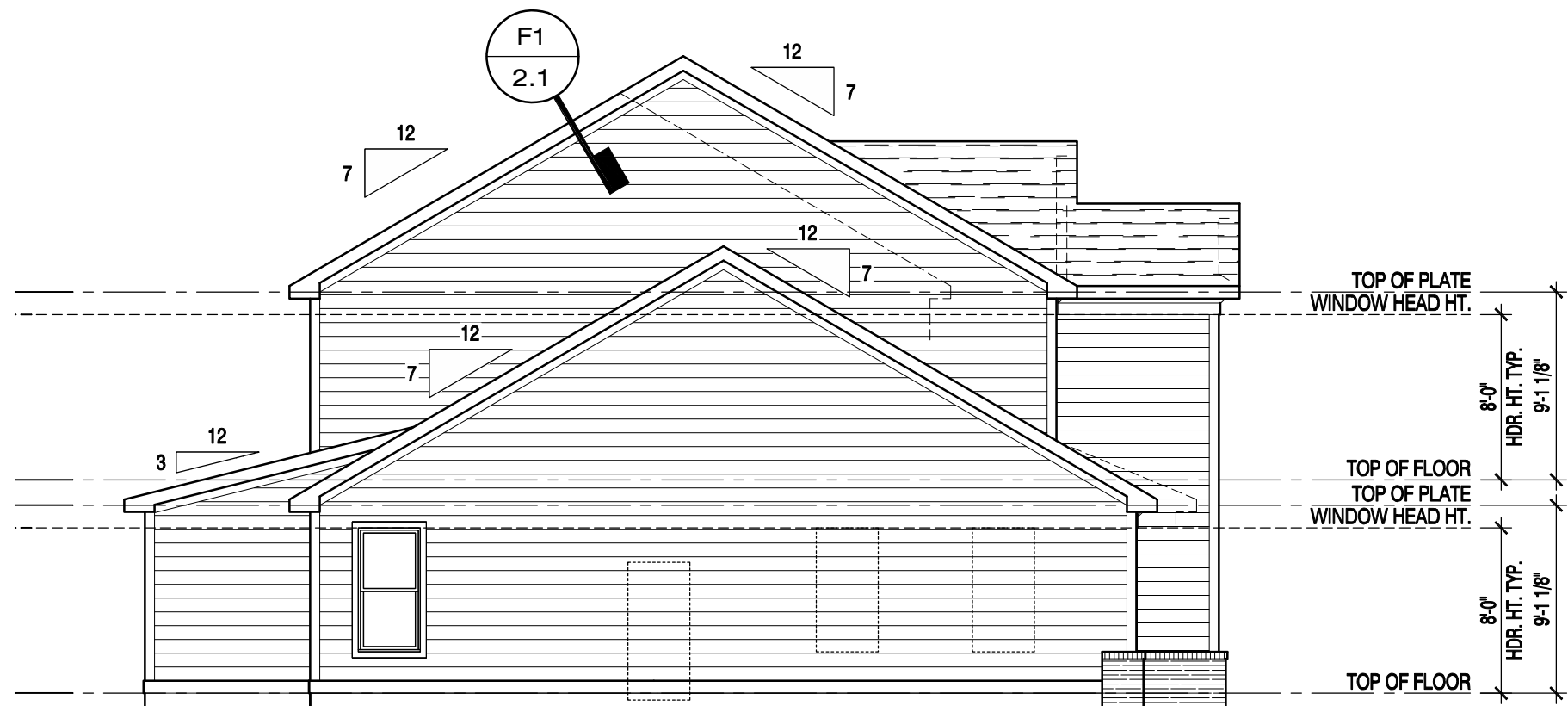
NOTES:
SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



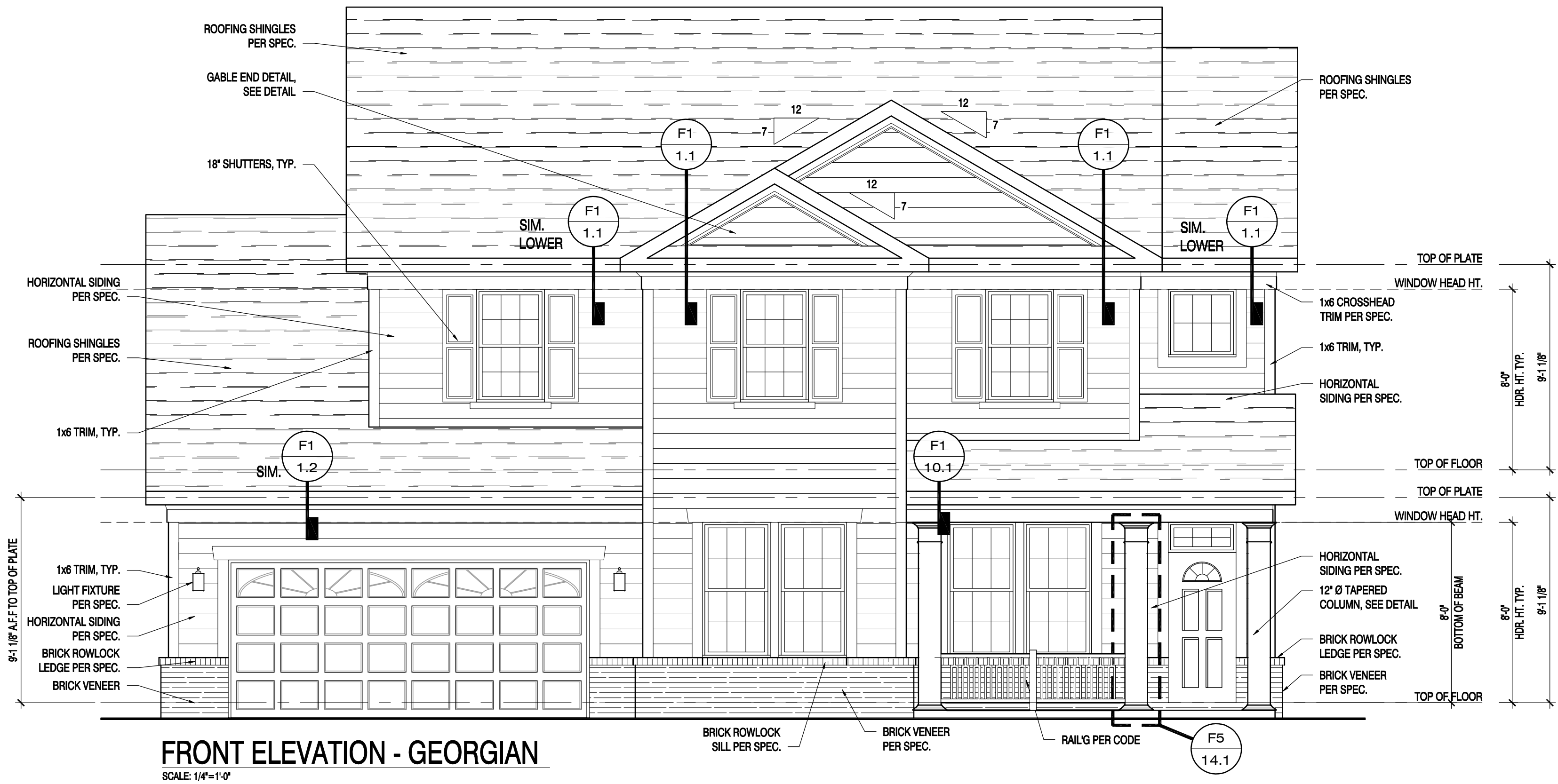
REAR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"

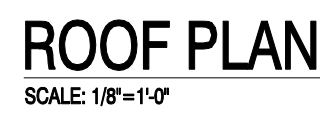


LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - GEORGIAN
SCALE: 1/4"=1'-0"

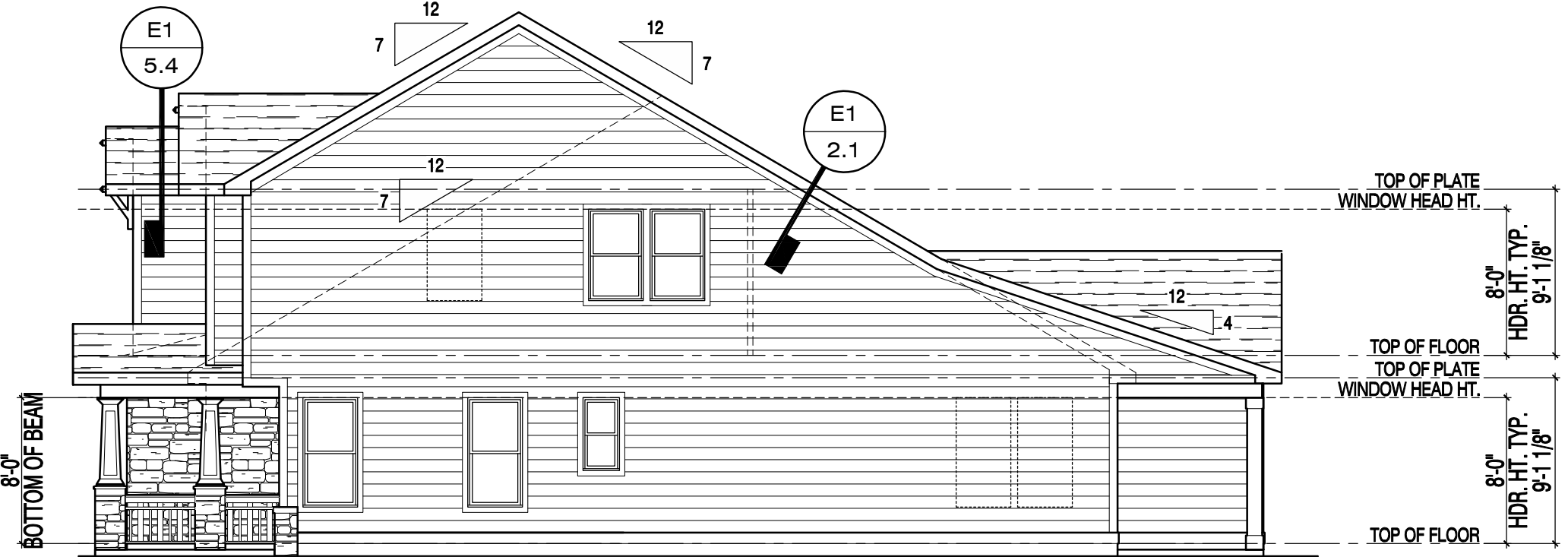
SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



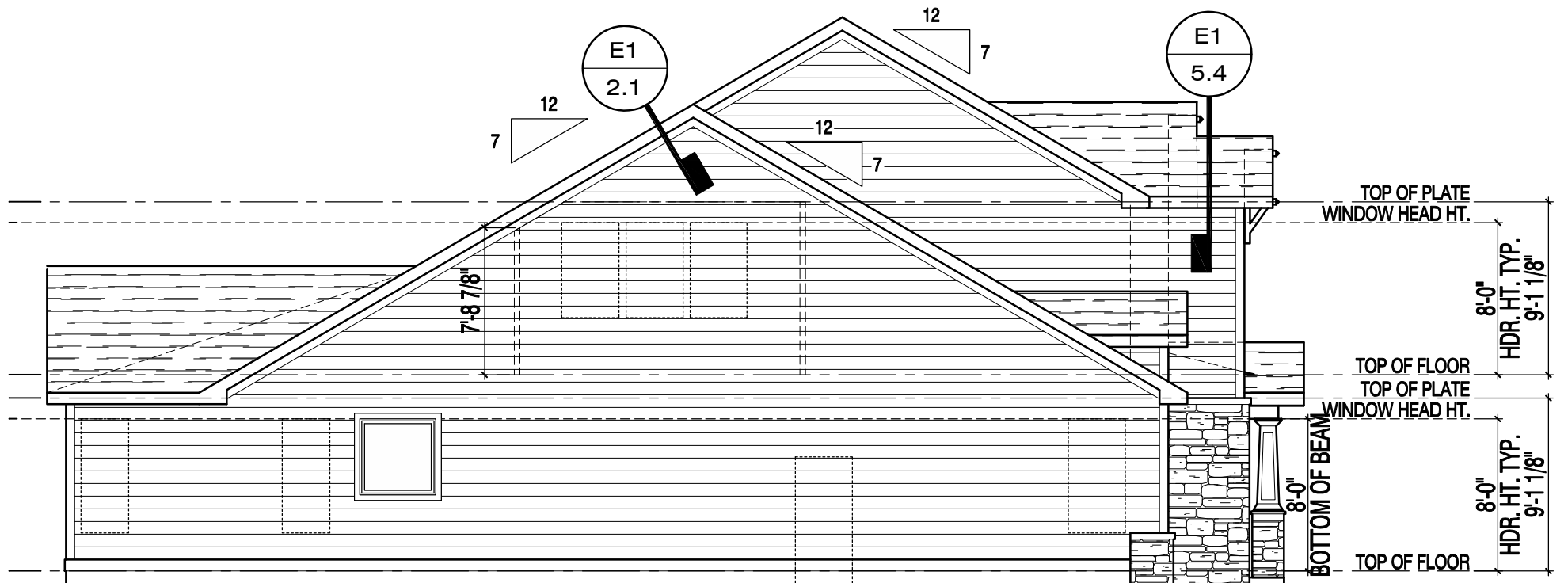
NOTES:
SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



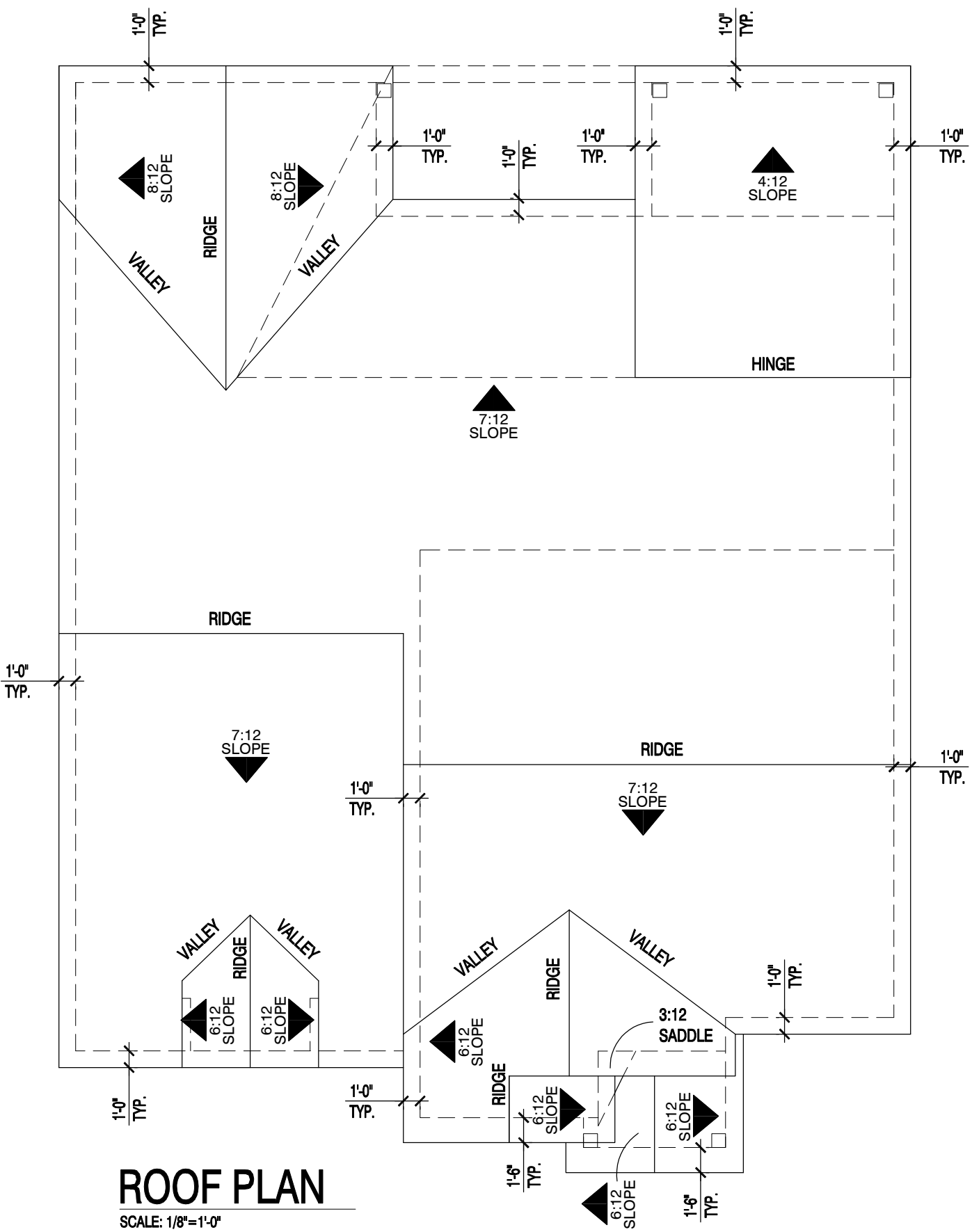
REAR ELEVATION
SCALE: 1/8"=1'-0"



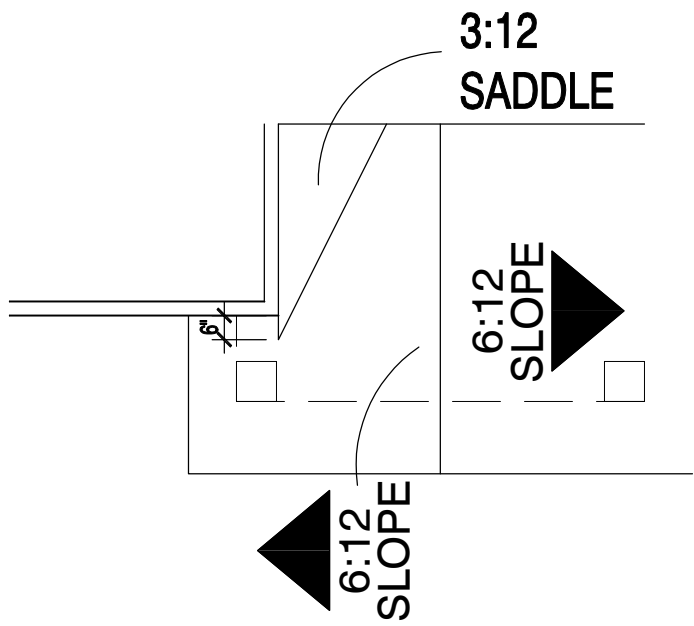
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



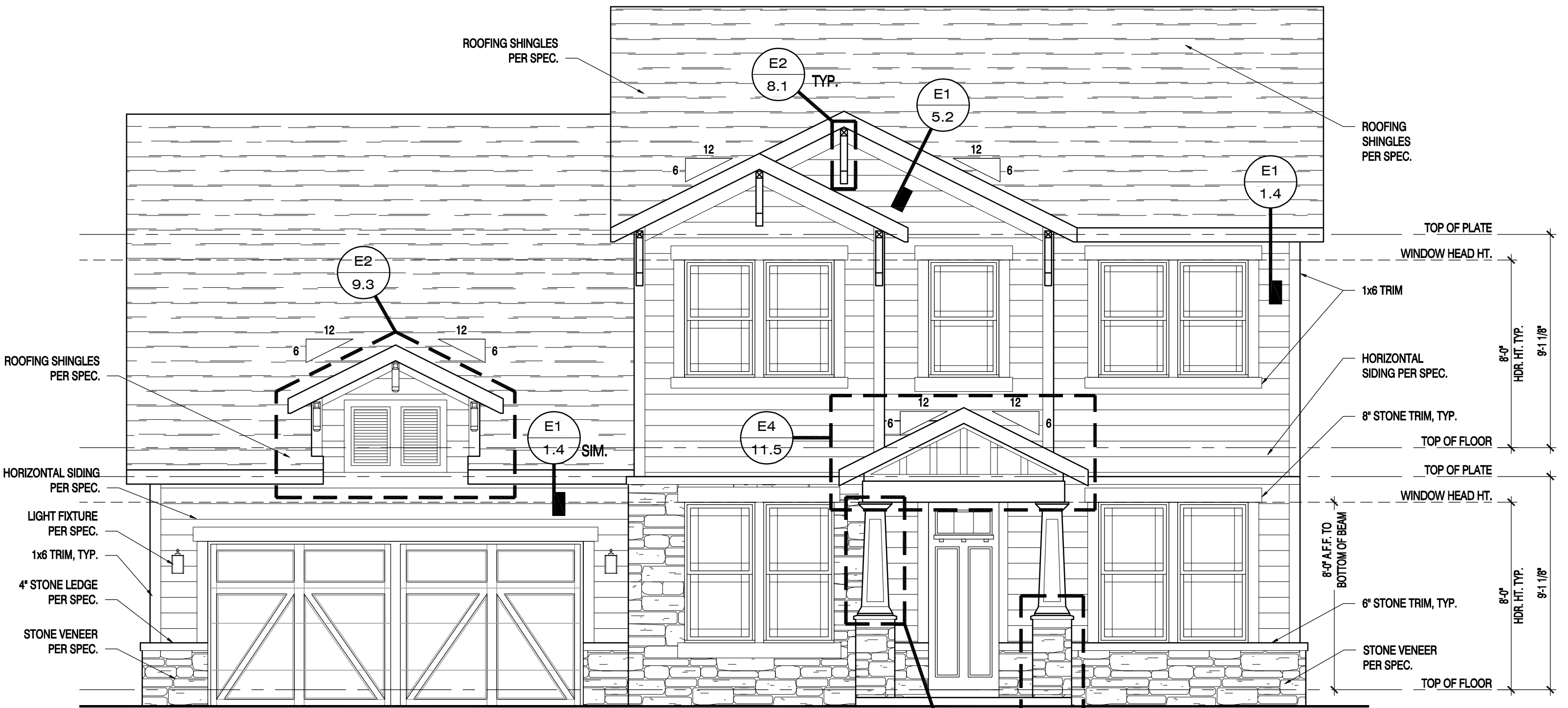
LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



SADDLE DETAIL
SCALE: 1/4"=1'-0"



FRONT ELEVATION - CRAFTSMAN
SCALE: 1/4"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

FIELDING
HOMES

Fieldstone

FLORIDA OFFICE
(813) 468-8310
MICHIGAN OFFICE
(248) 822-4265
MINNESOTA OFFICE
(612) 807-0115

ELEVATION E -
CRAFTSMAN

CONTROL RELEASE DATE:	07-01-16
REV #	DATE / DESCRIPTION
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GARAGE HANDING

LEFT

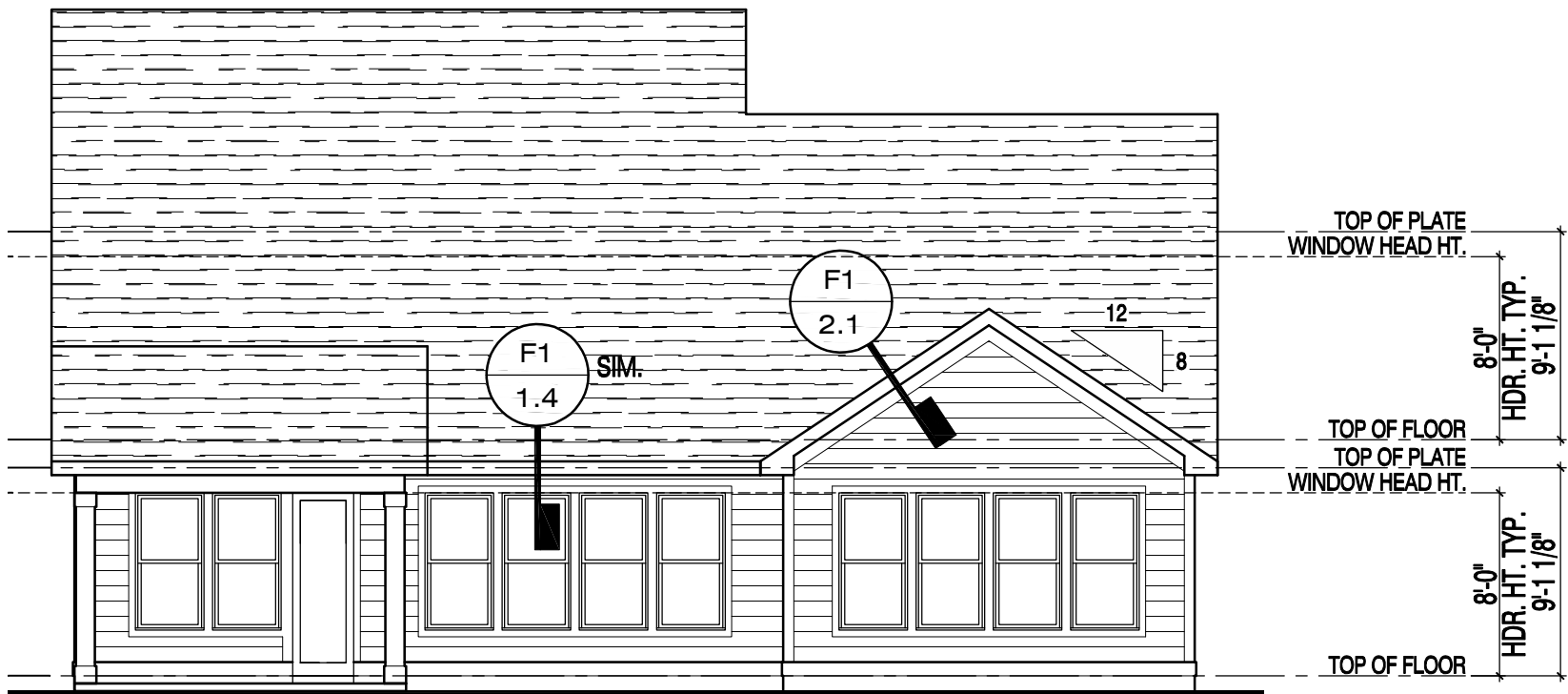
PLAN NUMBER

4905

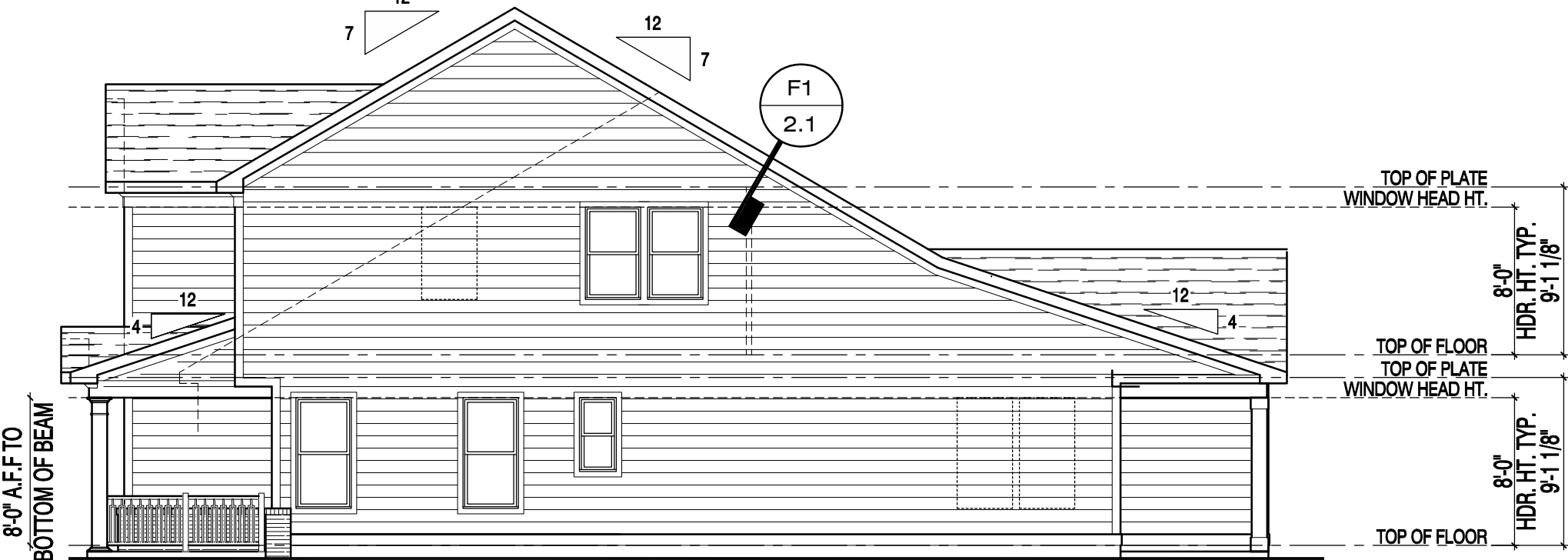
SHEET

A2.1E

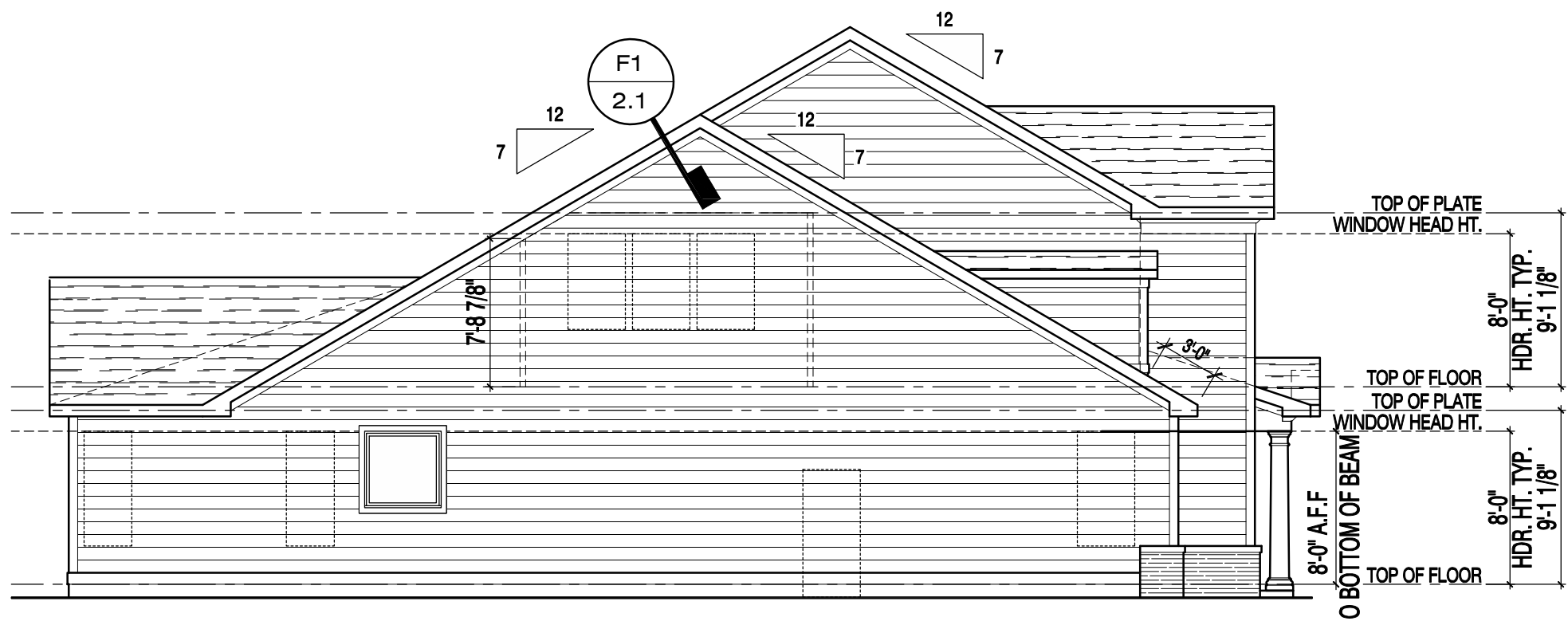
NOTES:
SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



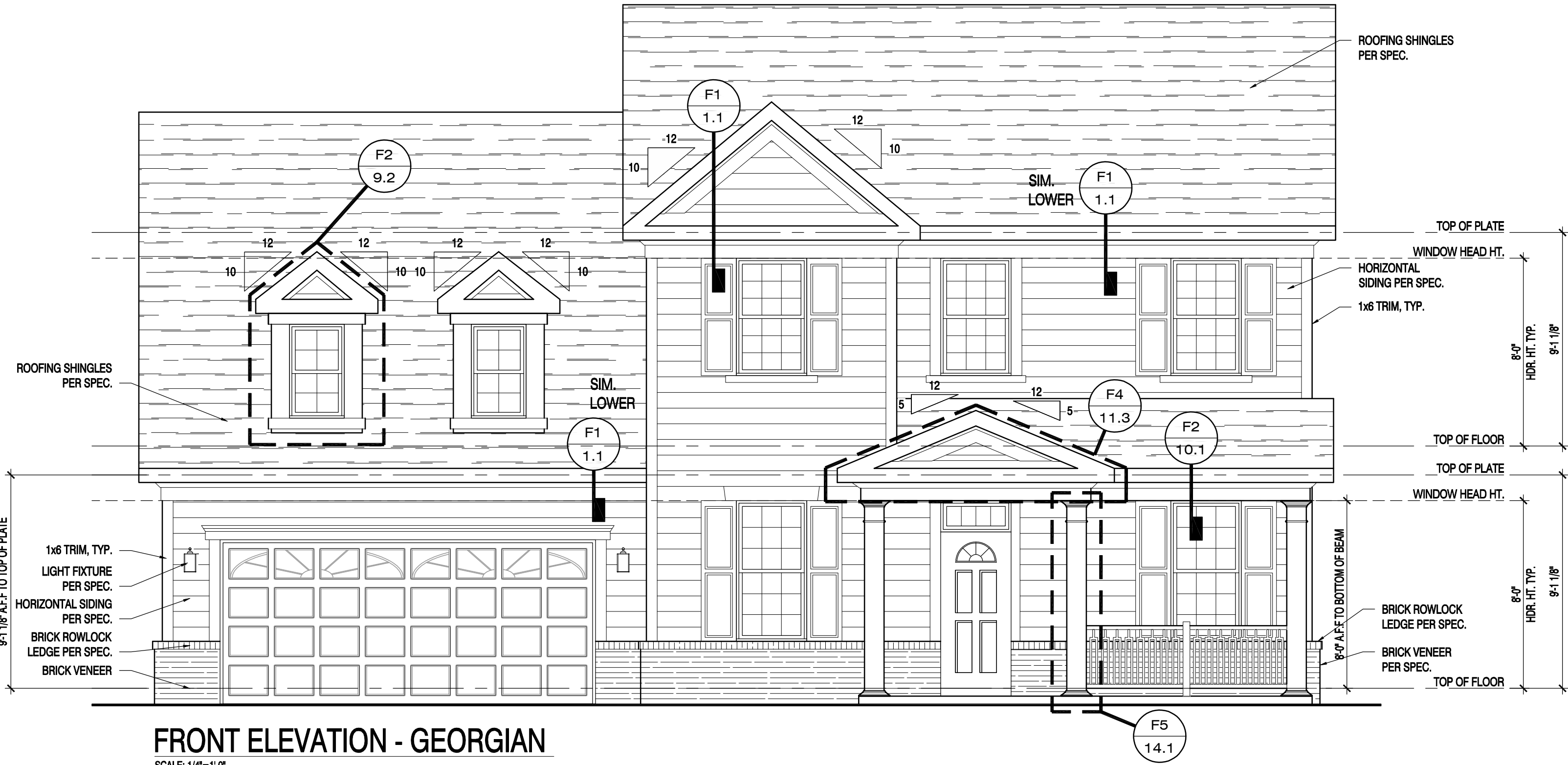
REAR ELEVATION
SCALE: 1/8"=1'-0"



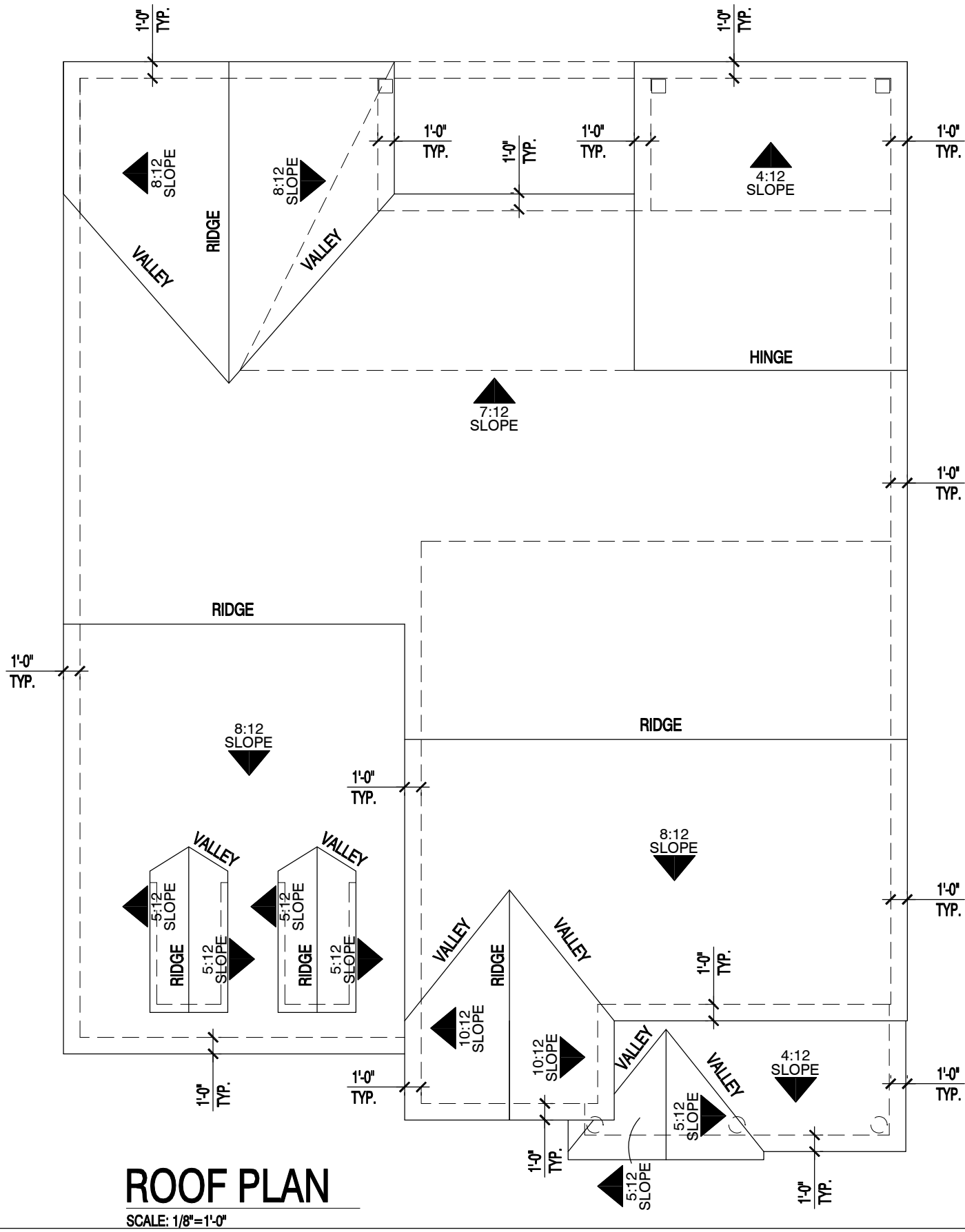
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"

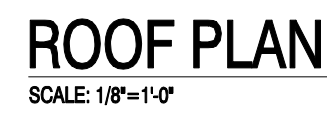


FRONT ELEVATION - GEORGIAN
SCALE: 1/4"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"

SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Fieldstone

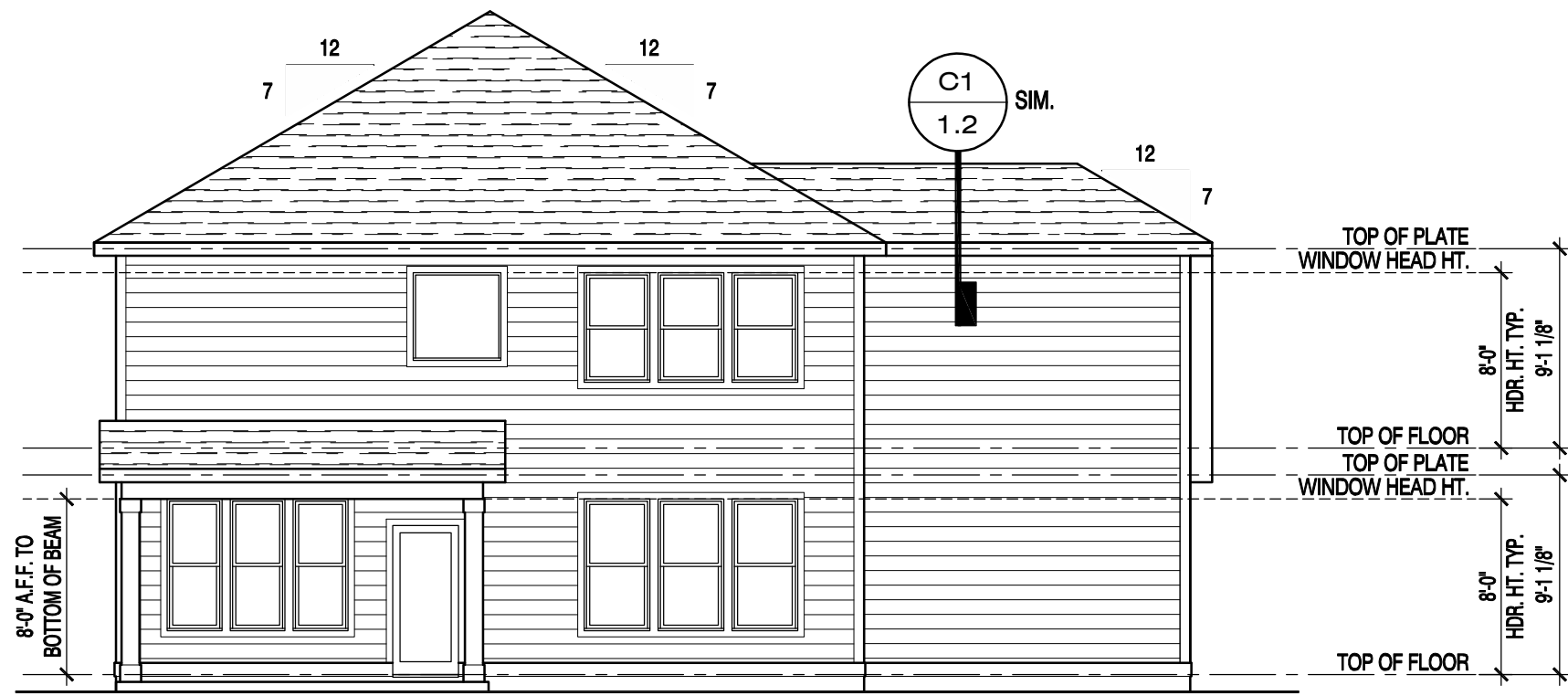
FLORIDA OFFICE: (813) 466-3310
MICHIGAN OFFICE: (248) 822-4035
MINNESOTA OFFICE: (612) 607-0115

A2.1B

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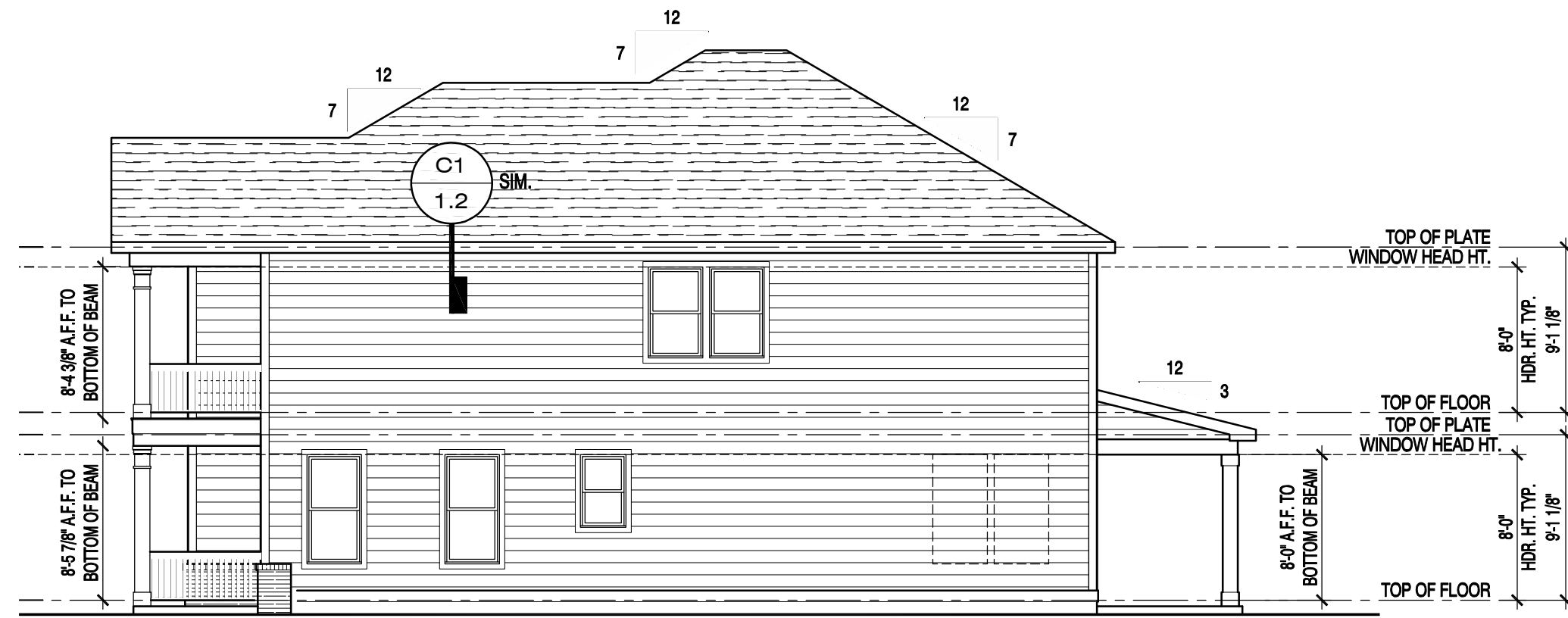
NOTES:

SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



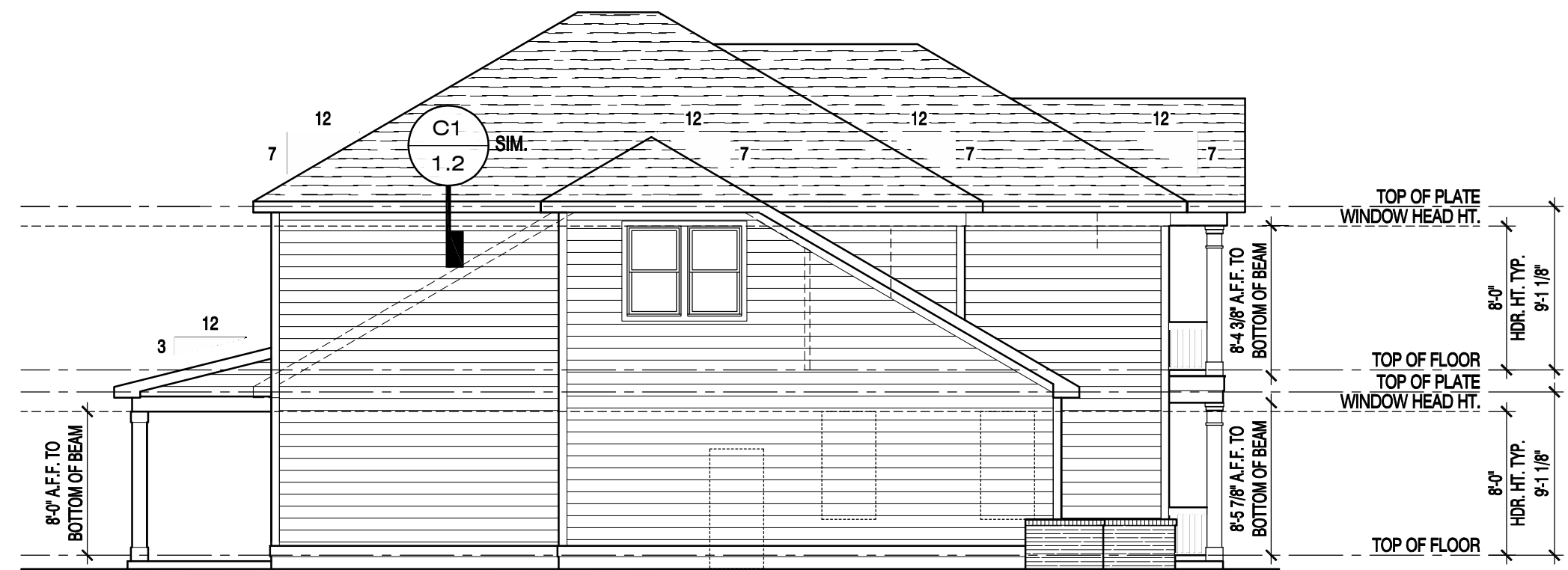
REAR ELEVATION

SCALE: 1/8"=1'-0"



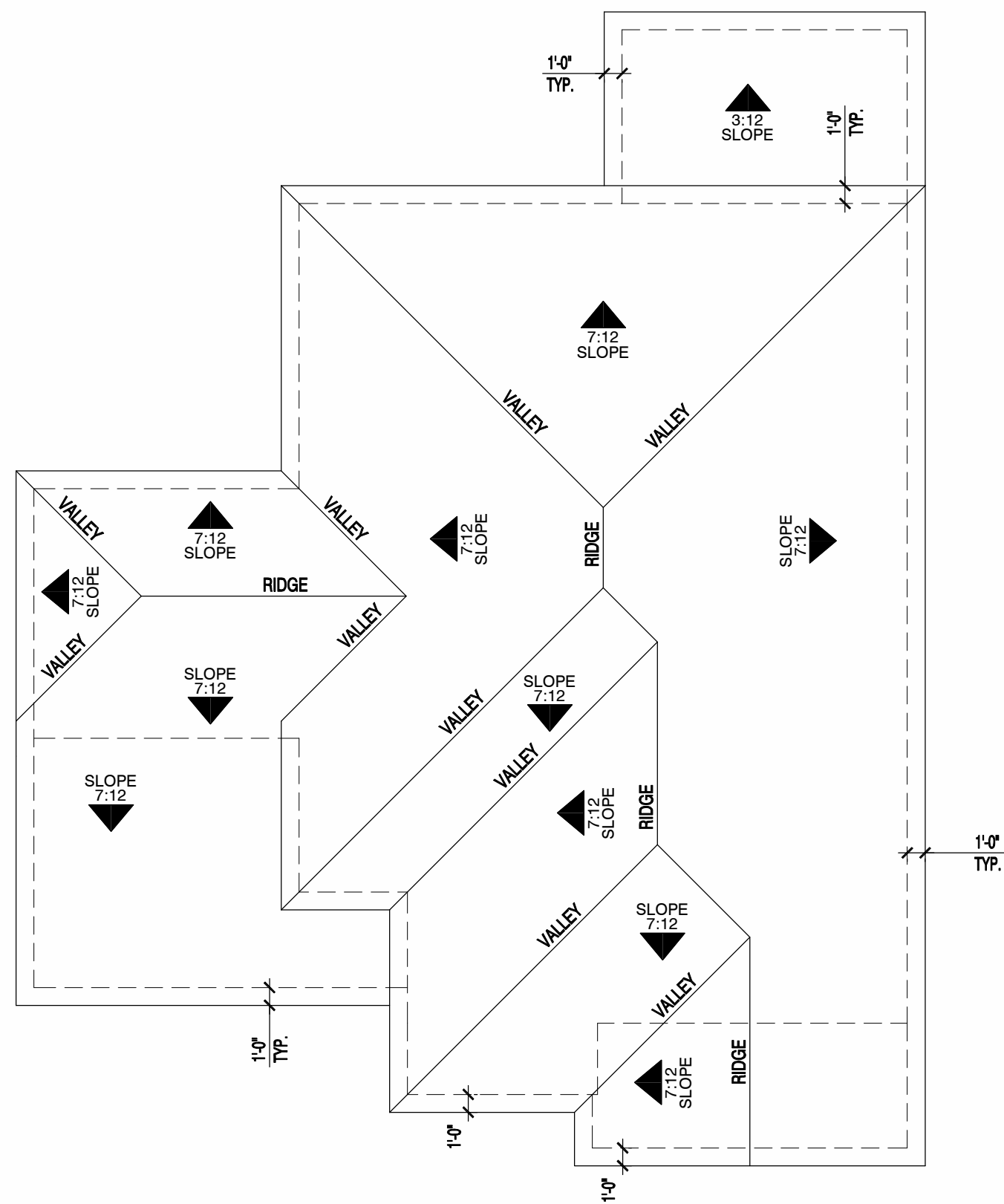
RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



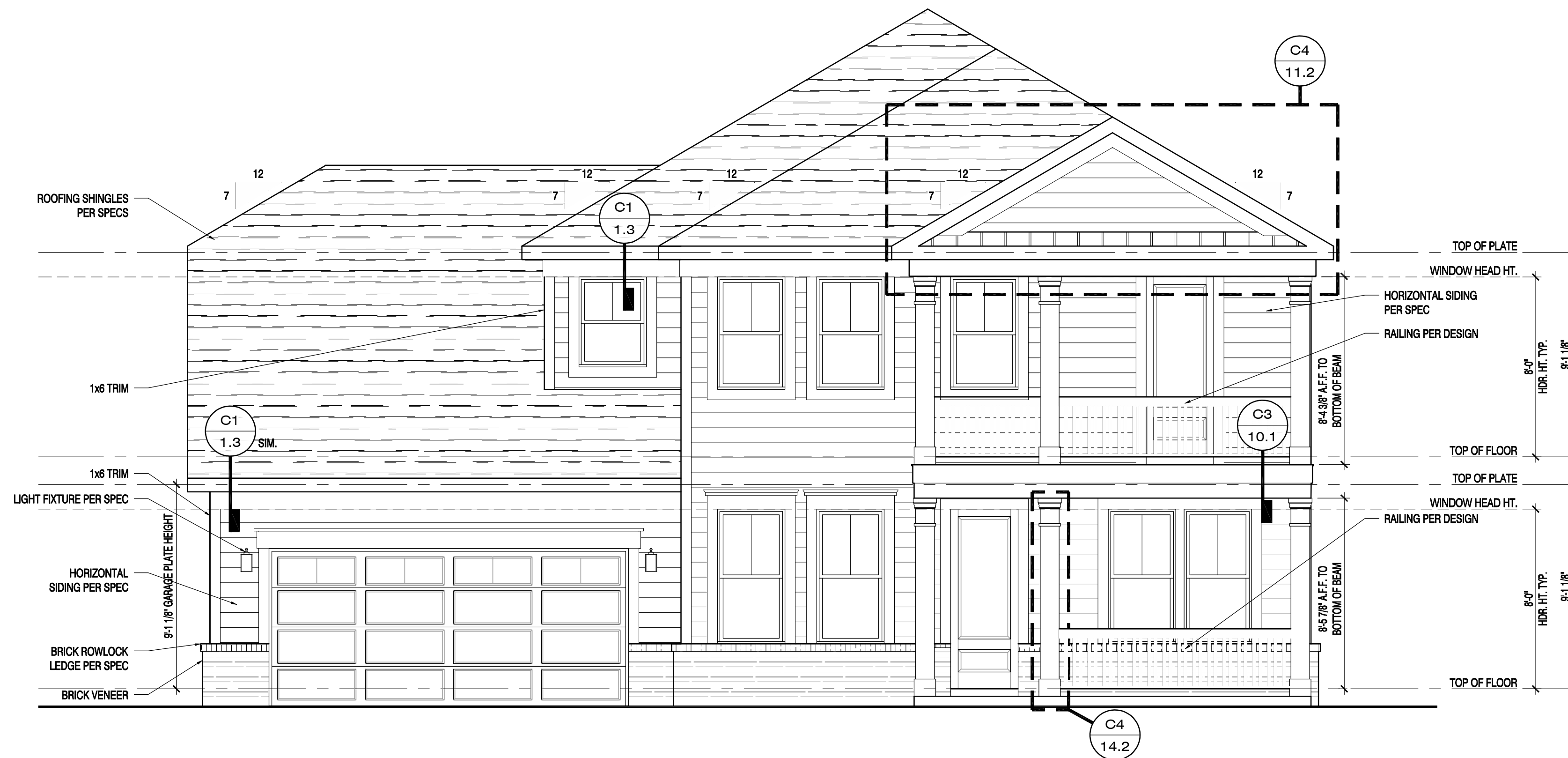
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL

SCALE: 1/8"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

Fieldstone
MINNESOTA OFFICE
(612) 607-0115
MICHIGAN OFFICE
(248) 222-4355
FLORIDA OFFICE
(813) 466-3310

FIELDING
HOMES

ELEVATION C -
COASTAL

CONTROL	RELEASE DATE:	07-01-16
REV #	DATE / DESCRIPTION	
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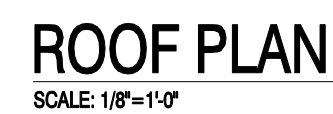
GARAGE HANDING
LEFT

PLAN NUMBER
4906

SHEET

A2.1C

SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



Fieldstone

FLORIDA OFFICE: (813) 466-3310	MICHIGAN OFFICE: (248) 622-4035	MINNESOTA OFFICE: (612) 807-0115
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[illegible]

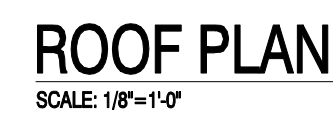
PLAN NUMBER
4906

SHEET

A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



Fieldstone

FLORIDA OFFICE: (813) 466-3310
MICHIGAN OFFICE: (248) 622-4035
MINNESOTA OFFICE: (612) 607-0715

ELEVATION F - GEORGIAN

[illegible]

PARALLEL HANDING

LEFT

AN NUMBER
4906

SHEET

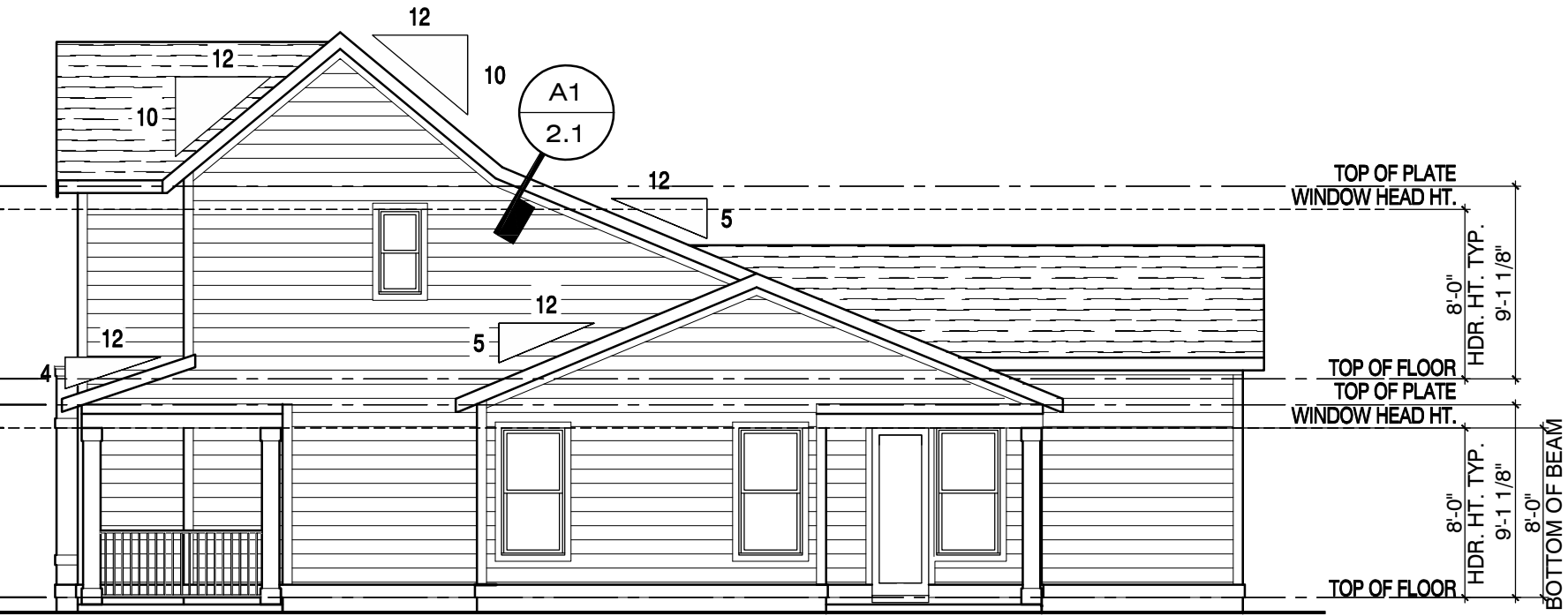
A2.1F

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEET IS REPRESENT 1/2 SCALE PLOTS

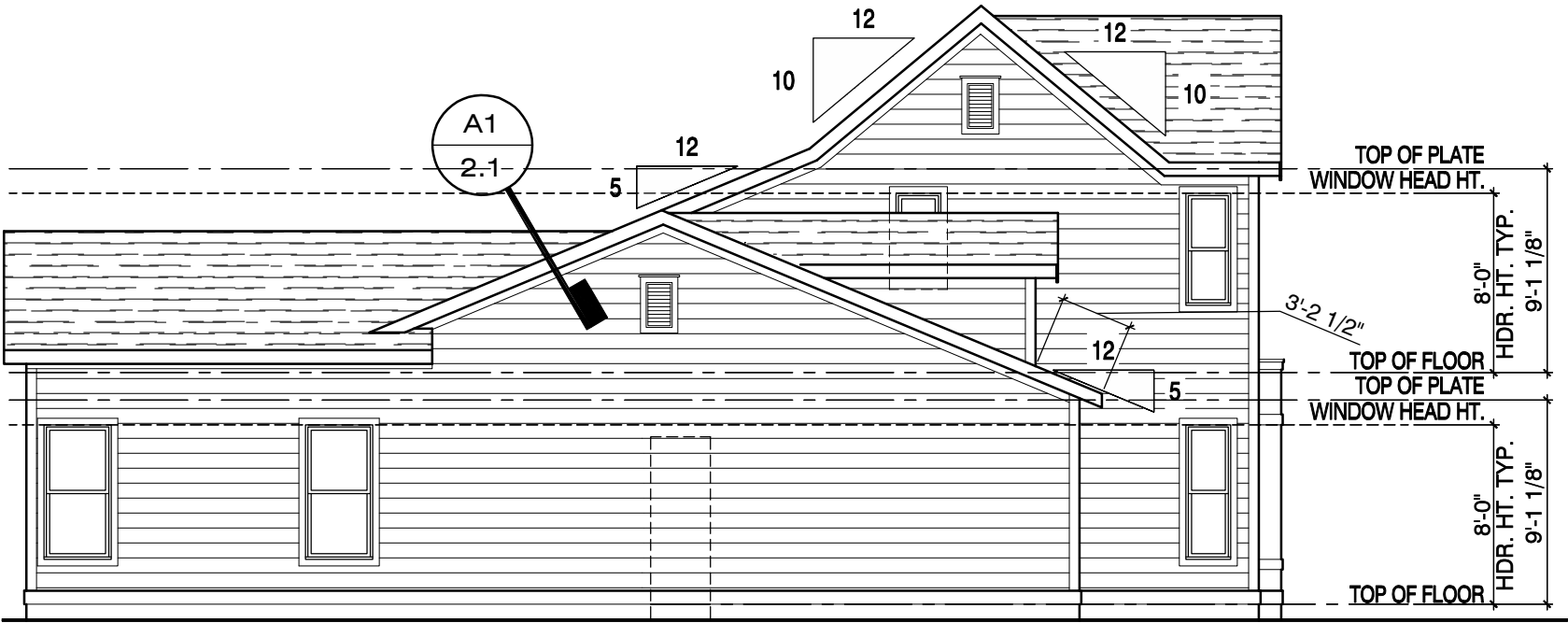
NOTES:
SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - WRAP 1X6 TYPICAL



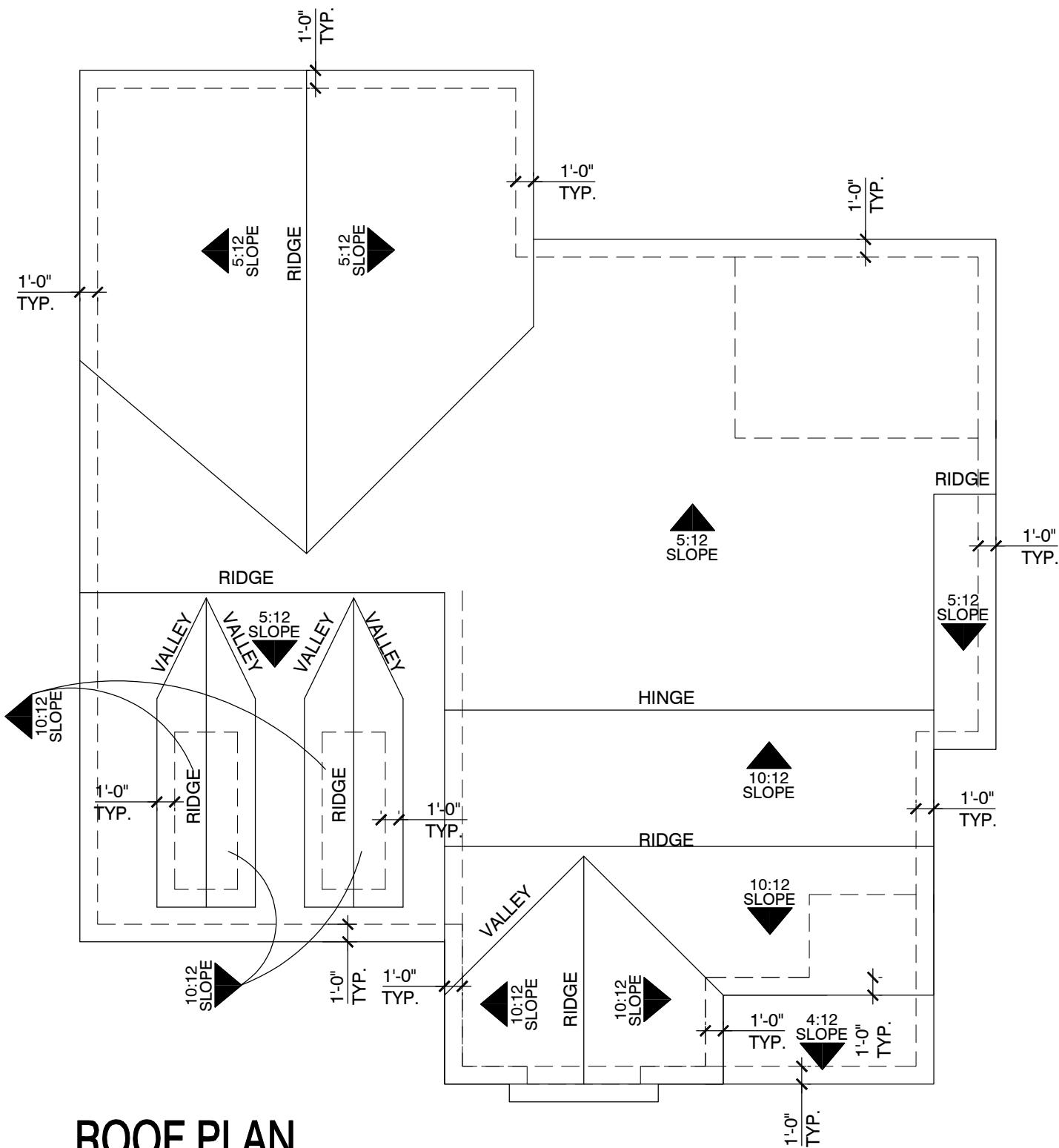
REAR ELEVATION
SCALE: 1/8"=1'-0"



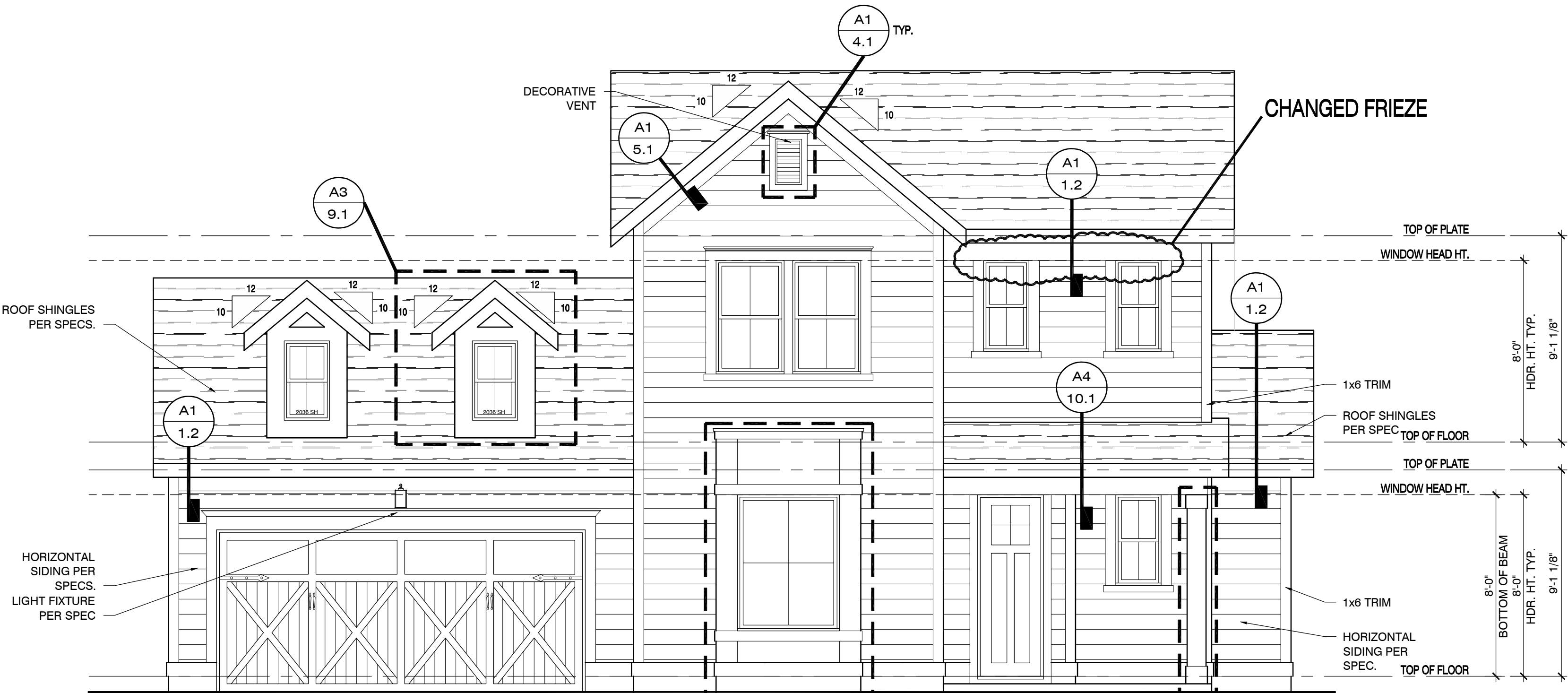
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"

FIELDING
HOMES

Fieldstone

MINNESOTA OFFICE
(612) 807-0115
MICHIGAN OFFICE
(248) 222-4265
FLORIDA OFFICE
(813) 468-2010

ELEVATION A -
UPCOUNTRY FARMHOUSE

CONTROL
RELEASE DATE: 10-03-16

REV # DATE / DESCRIPTION

△

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△

GARAGE HANDING

LEFT

PLAN NUMBER

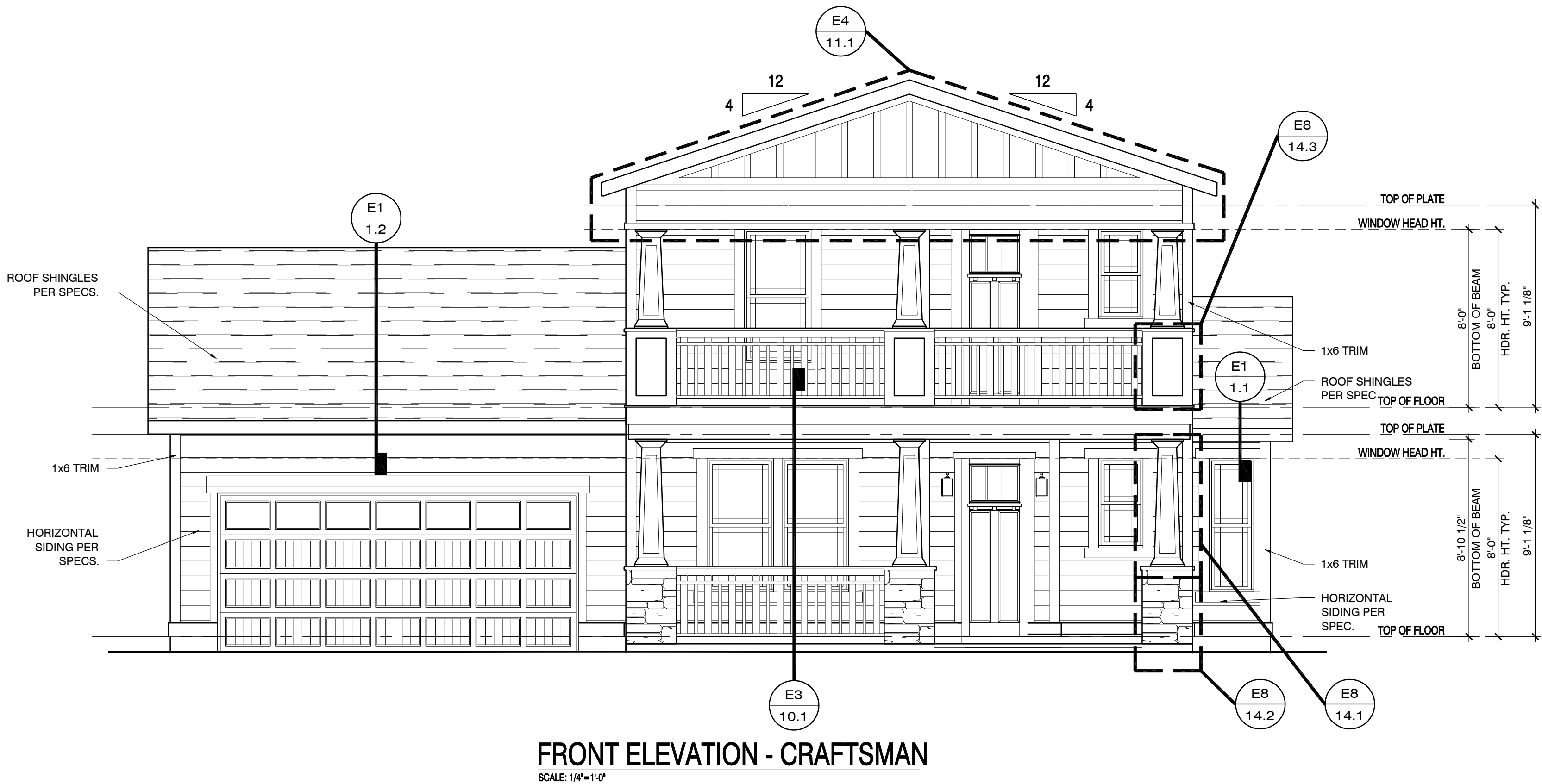
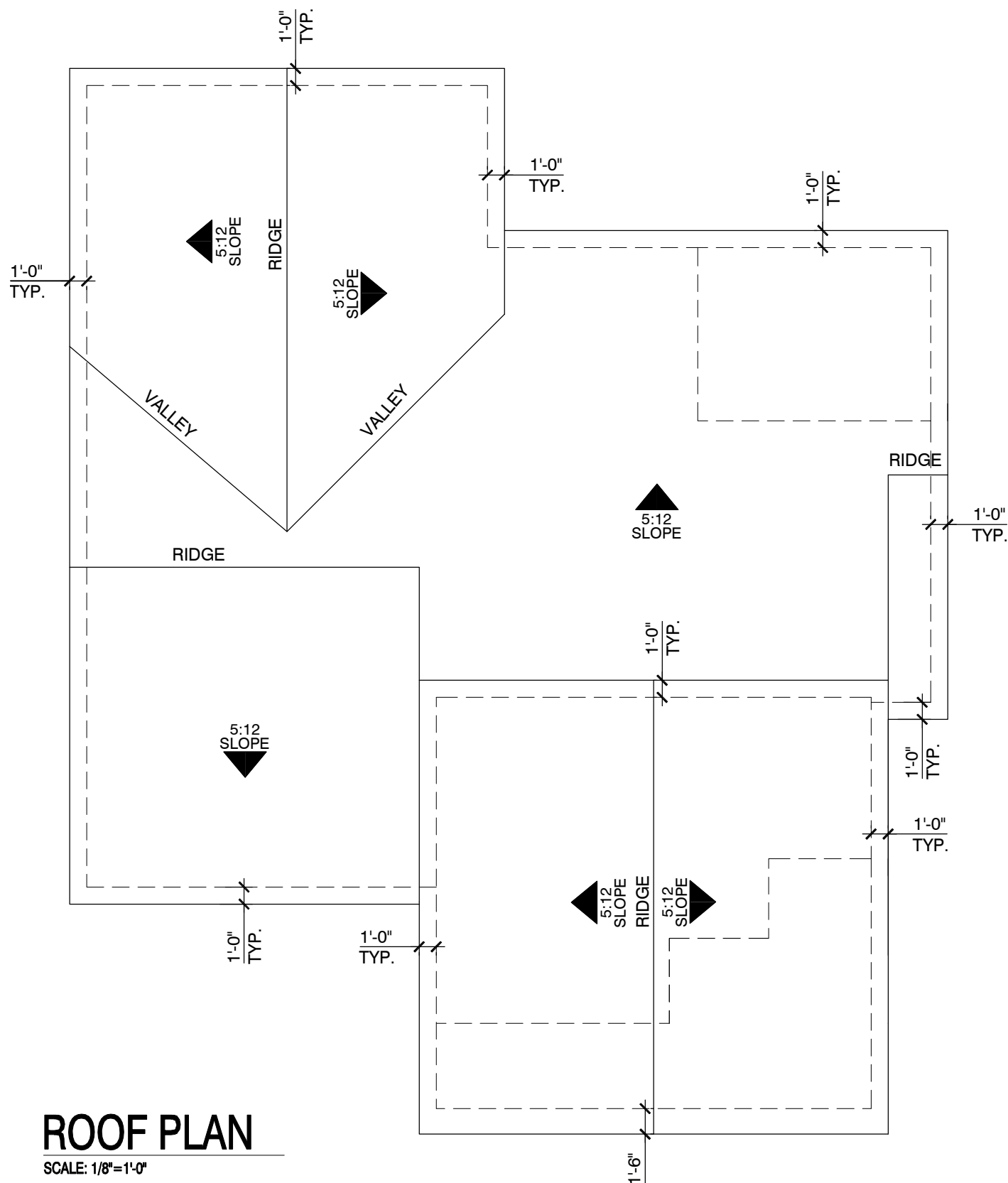
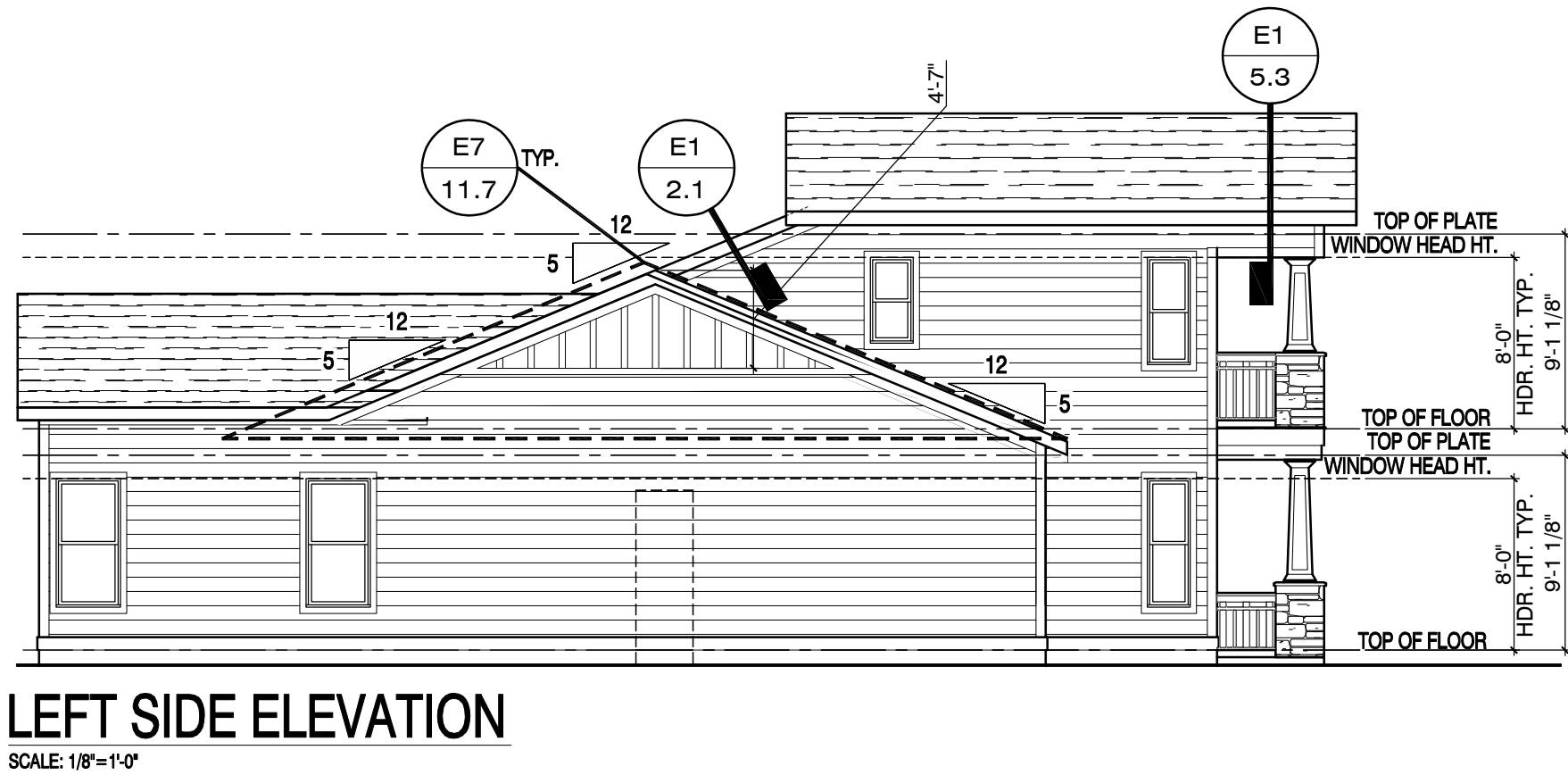
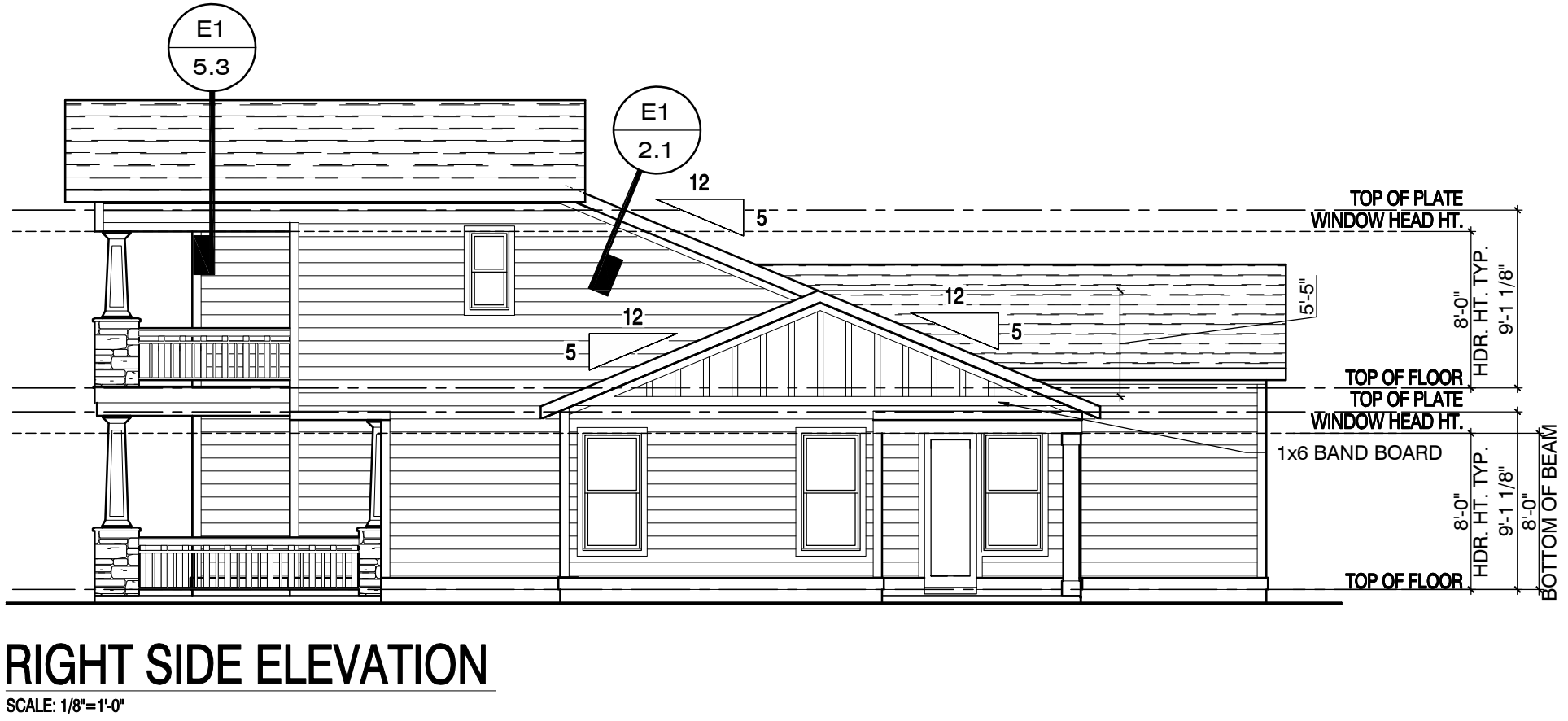
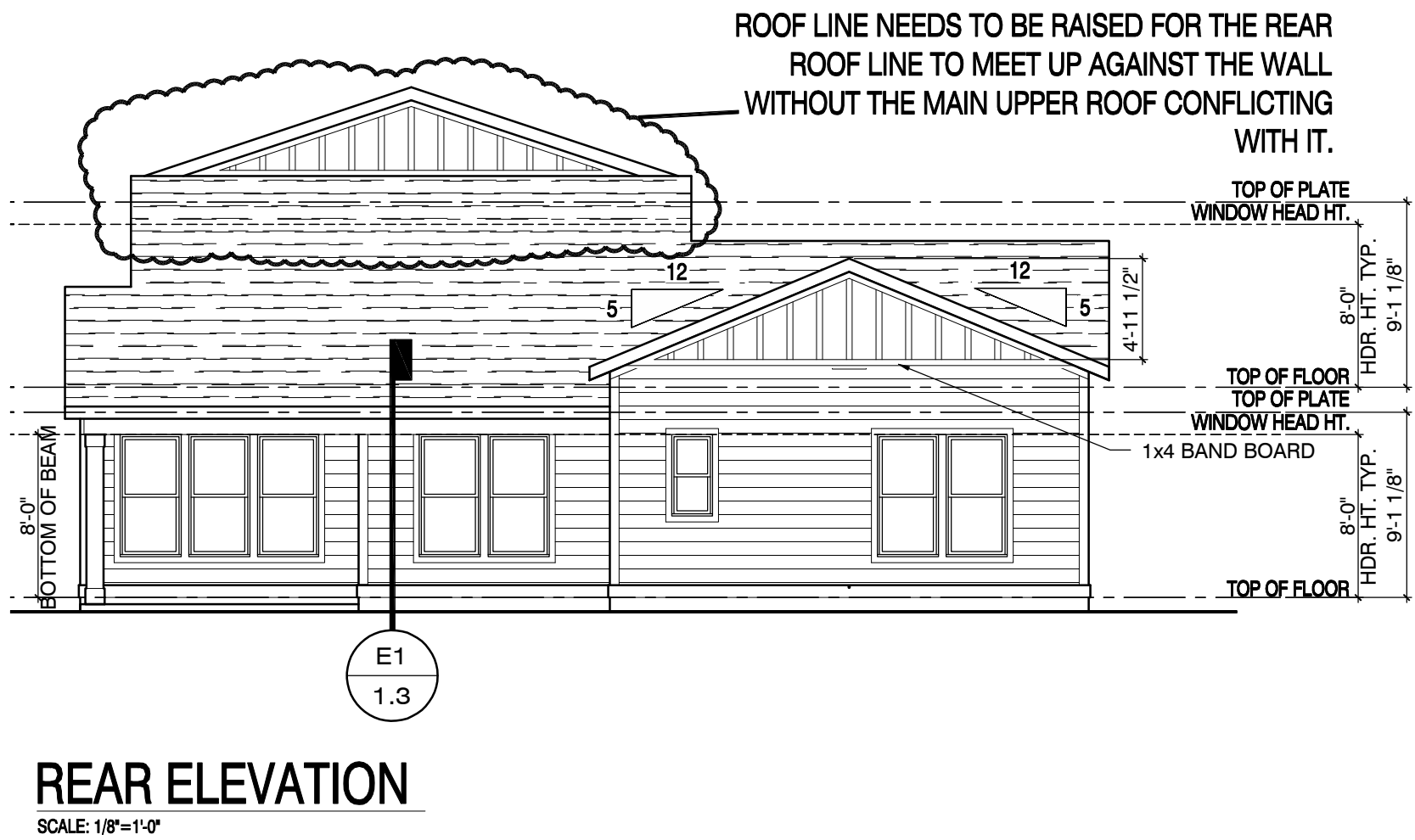
4908

SHEET

A2.1A

PLOTTED: October 6, 2016 / Andrew Reichlin / A2.1A ELEVATION - A.DWG

NOTES:
SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E8 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - WRAP 1X6 TYPICAL



FIELDING
HOMES

Fieldstone

FLORIDA OFFICE: (813) 468-8310
MICHIGAN OFFICE: (248) 822-4265
MINNESOTA OFFICE: (612) 807-0115

ELEVATION E -
CRAFTSMAN

CONTROL
RELEASE DATE: 10-03-16

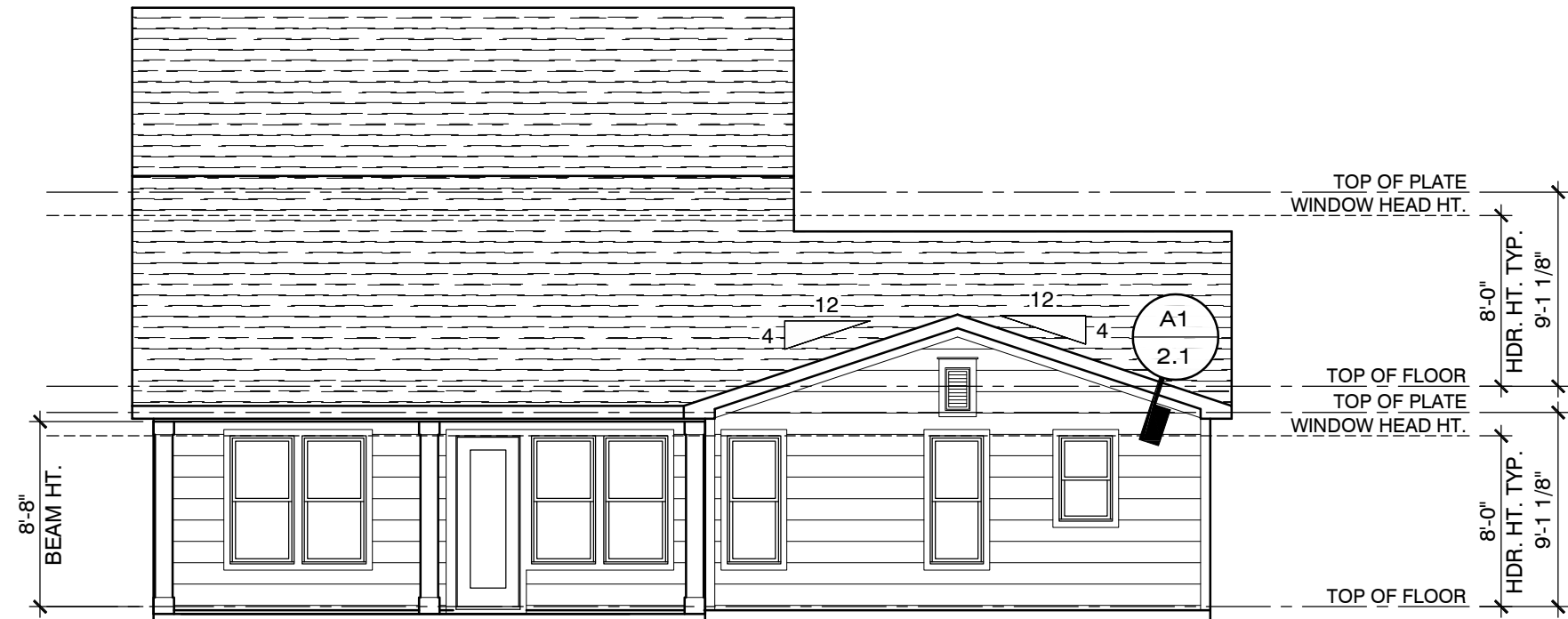
REV #	DATE / DESCRIPTION
△	
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GARAGE HANDING
LEFT

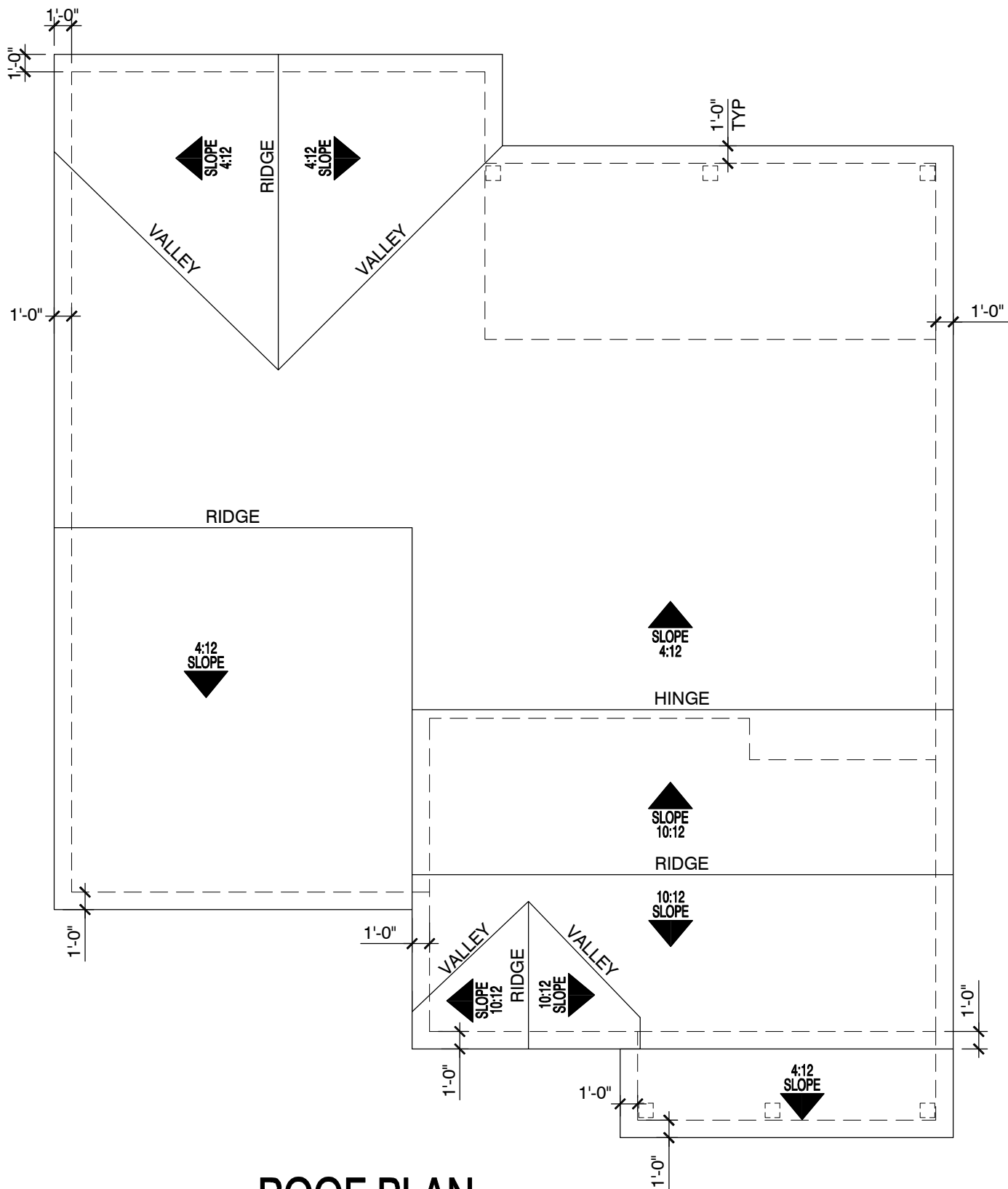
PLAN NUMBER
4908

SHEET
A2.1E

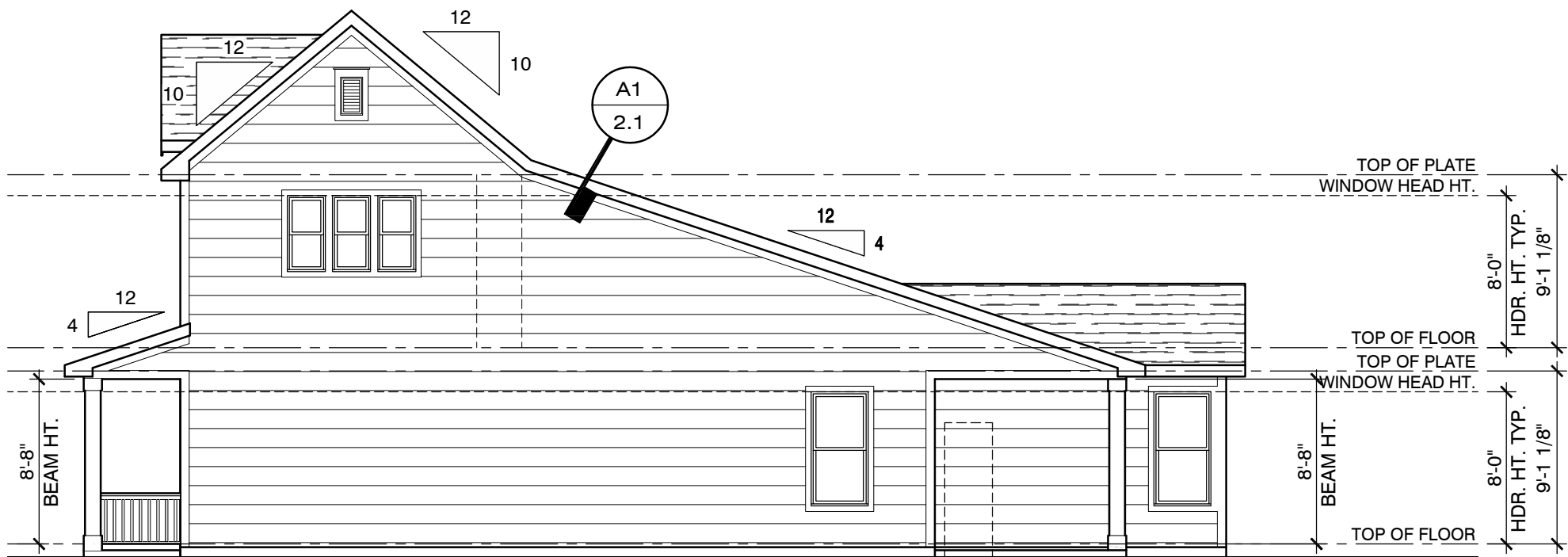
NOTES:
SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - WRAP 1x6 TYP



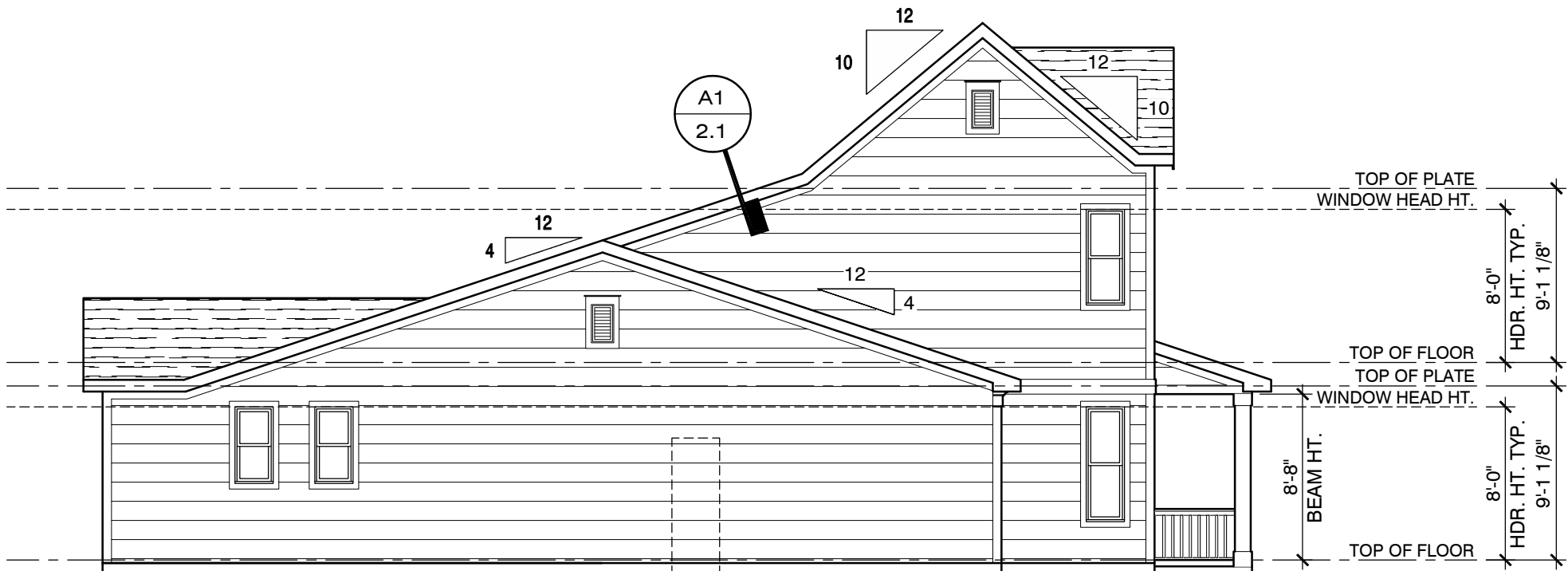
REAR ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"



Fieldstone

FLORIDA OFFICE: (813) 468-8310
MINNESOTA OFFICE: (612) 807-0115
MICHIGAN OFFICE: (248) 822-4355

ELEVATION A -
UPCOUNTRY FARMHOUSE

CONTROL RELEASE DATE:	10-03-16
REV #	DATE / DESCRIPTION
△	
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△	
△	
△	

GARAGE HANDING
LEFT

PLAN NUMBER
4909

SHEET
A2.1A

NOTES:
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



REAR ELEVATION
SCALE: 1/8"=1'-0"



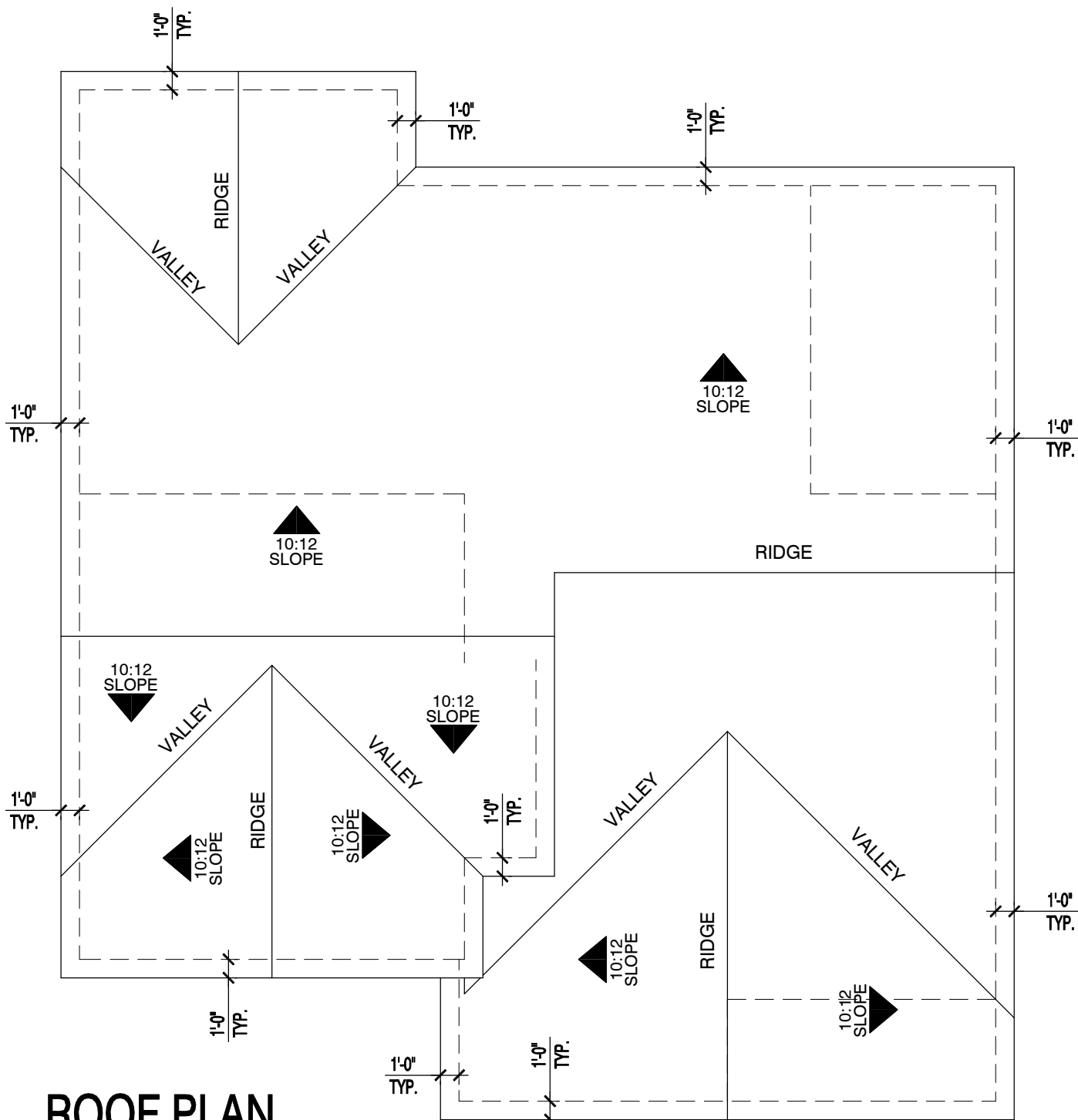
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



Fieldstone
MINNESOTA OFFICE: (612) 607-0116
MICHIGAN OFFICE: (248) 822-4365
FLORIDA OFFICE: (813) 468-3310

ELEVATION B -
PLANK COTTAGE

CONTROL RELEASE DATE:	10-04-16
REV #	DATE / DESCRIPTION
△	
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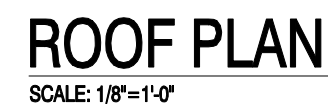
GARAGE HANDING
LEFT

PLAN NUMBER
4910

SHEET
A2.1B



SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



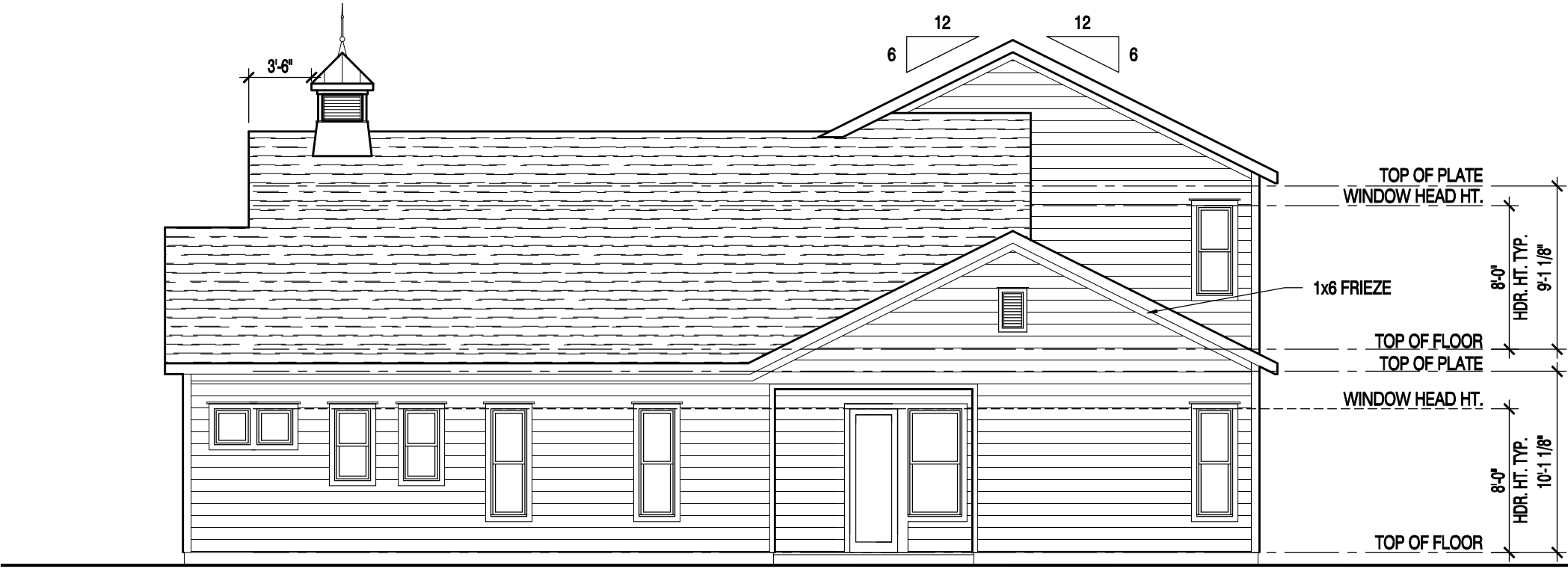
A2.1A

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

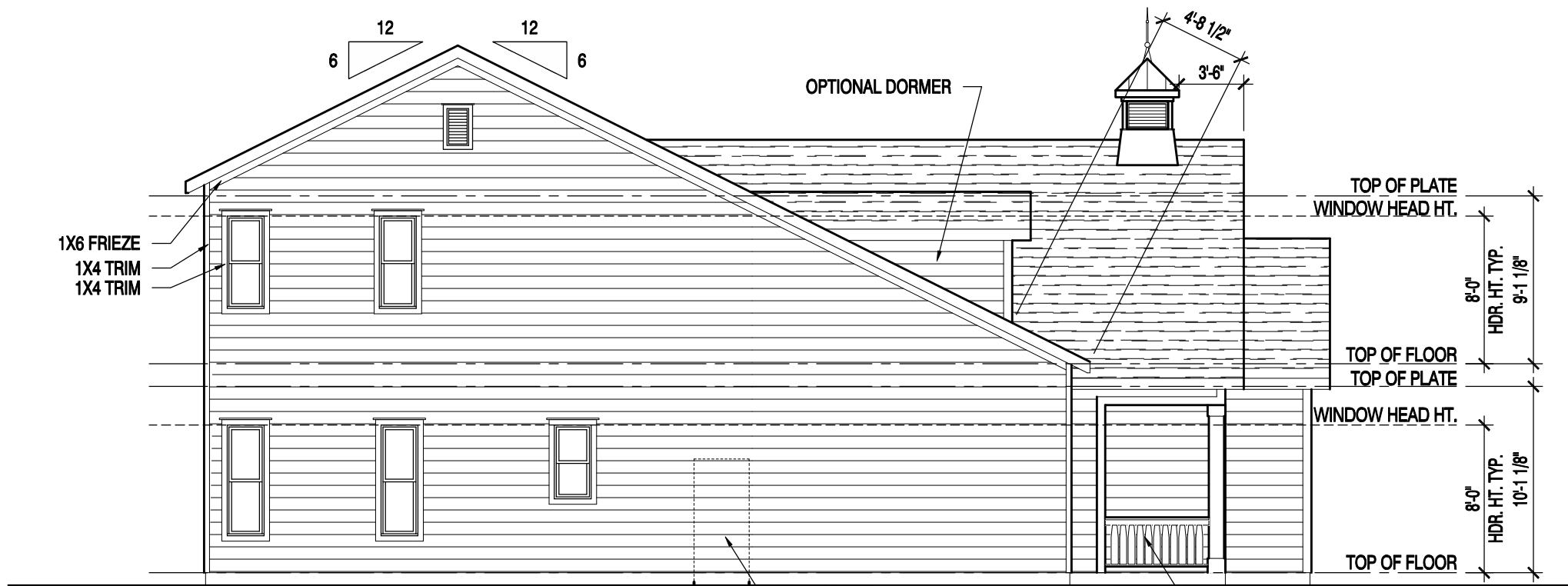
NOTES:
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



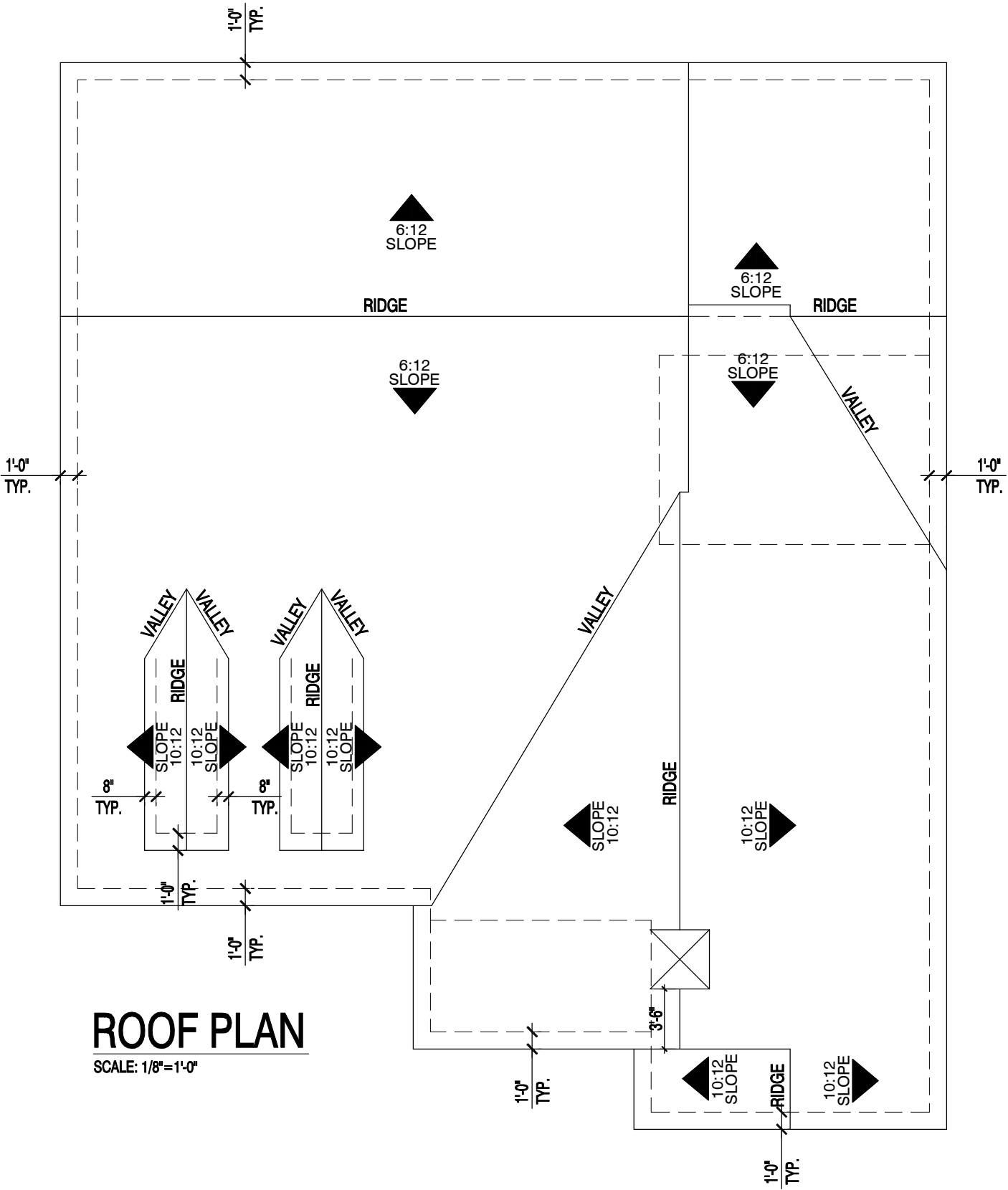
REAR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"

FIELDING
HOMES

Fieldstone

MINNESOTA OFFICE: (612) 607-0116
MICHIGAN OFFICE: (248) 822-4365
FLORIDA OFFICE: (813) 468-8310

ELEVATION B -
PLANK COTTAGE

CONTROL
RELEASE DATE: 09-12-16

REV # DATE / DESCRIPTION

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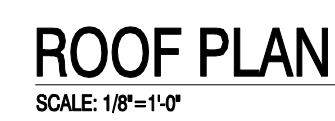
GARAGE HANDING
LEFT

PLAN NUMBER
4912

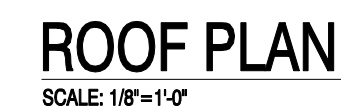
SHEET
A2.1B



SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



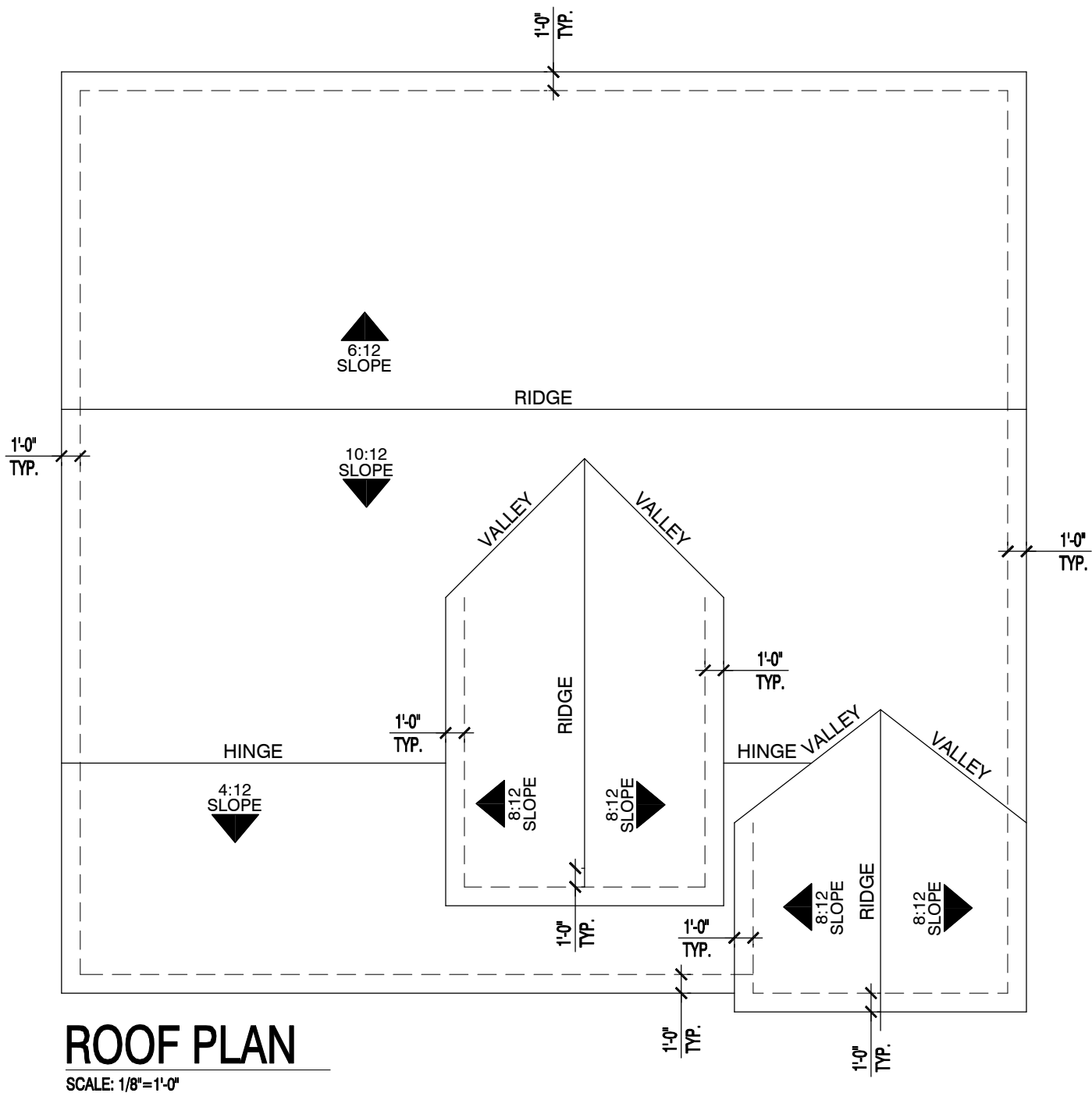
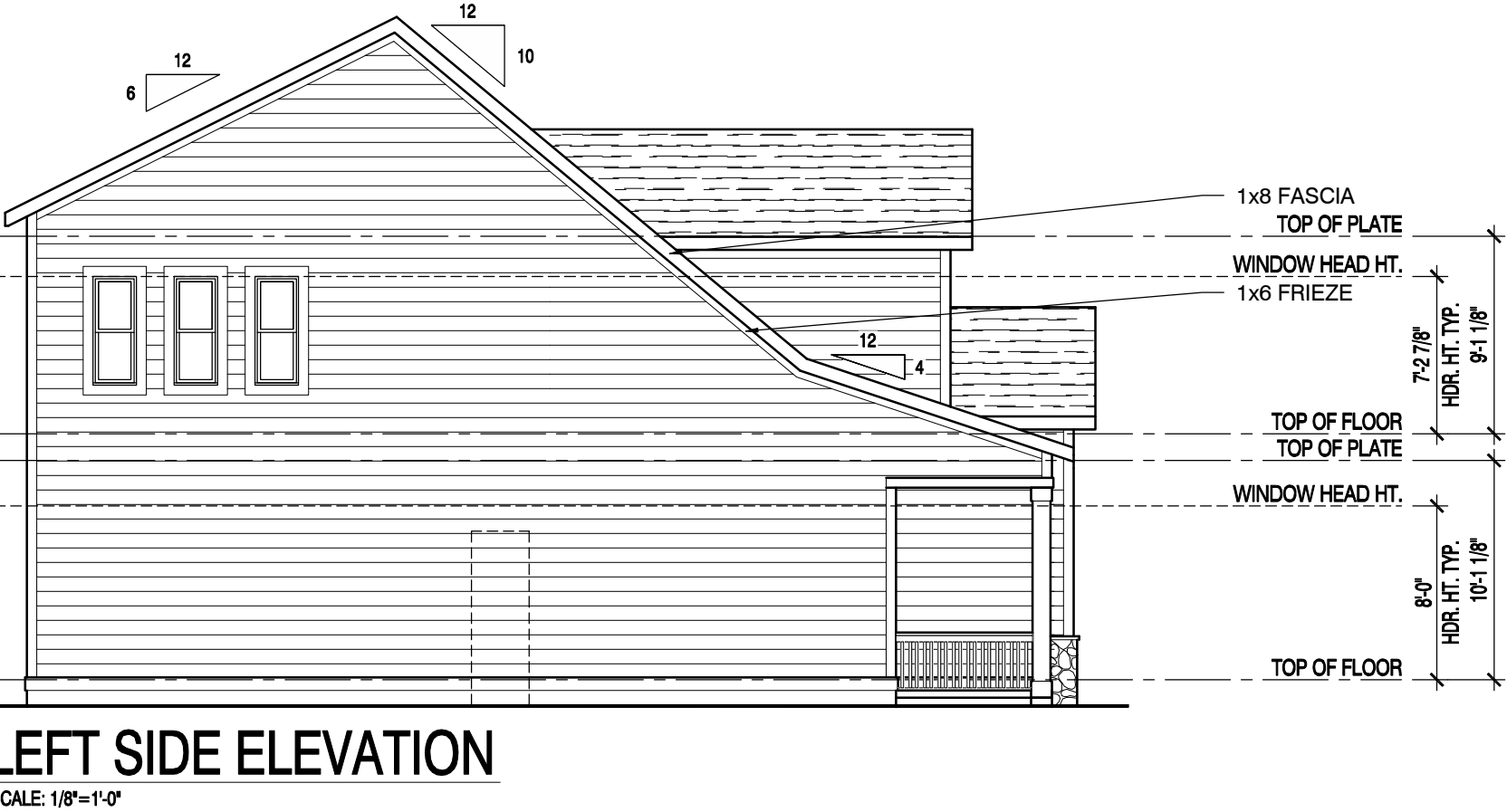
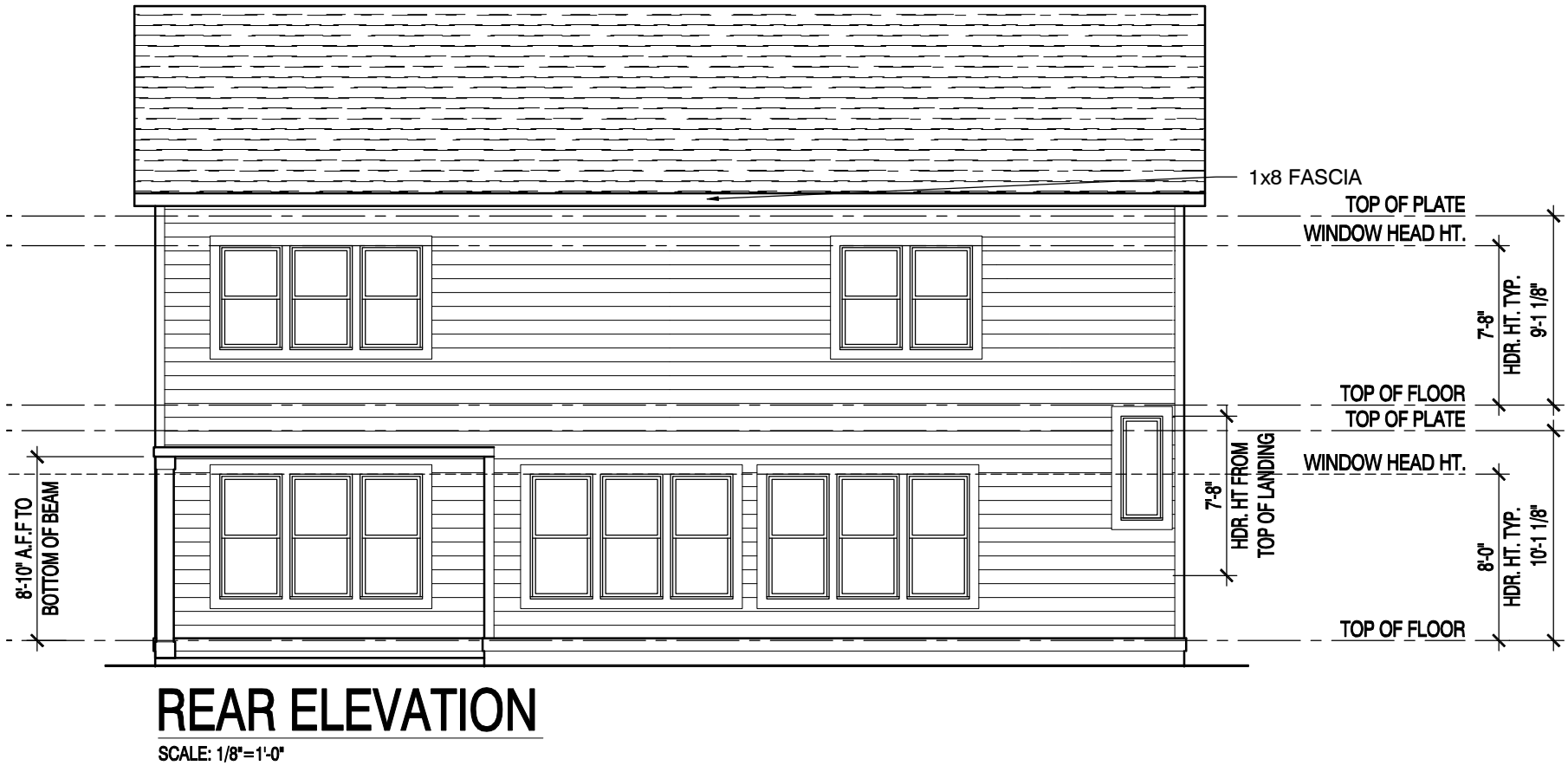
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



A2.1B

PLOTTED: September 27, 2016 / Andrew Raichlin / A2.1B ELEVATION - B.DWG

NOTES:
SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Fieldstone
FLORIDA OFFICE: (813) 468-2010
MICHIGAN OFFICE: (248) 222-4035
MINNESOTA OFFICE: (612) 607-0115

ELEVATION C - COASTAL

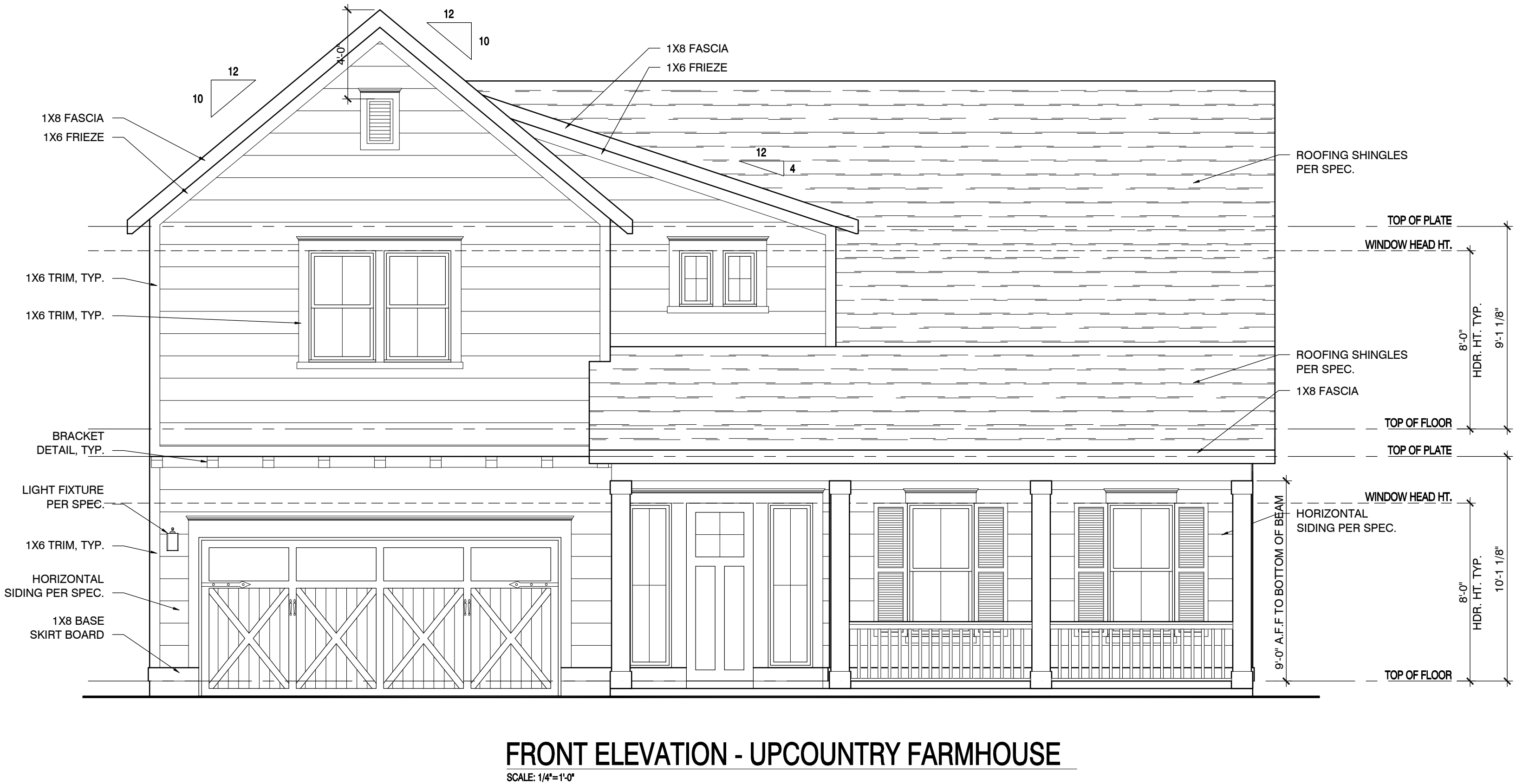
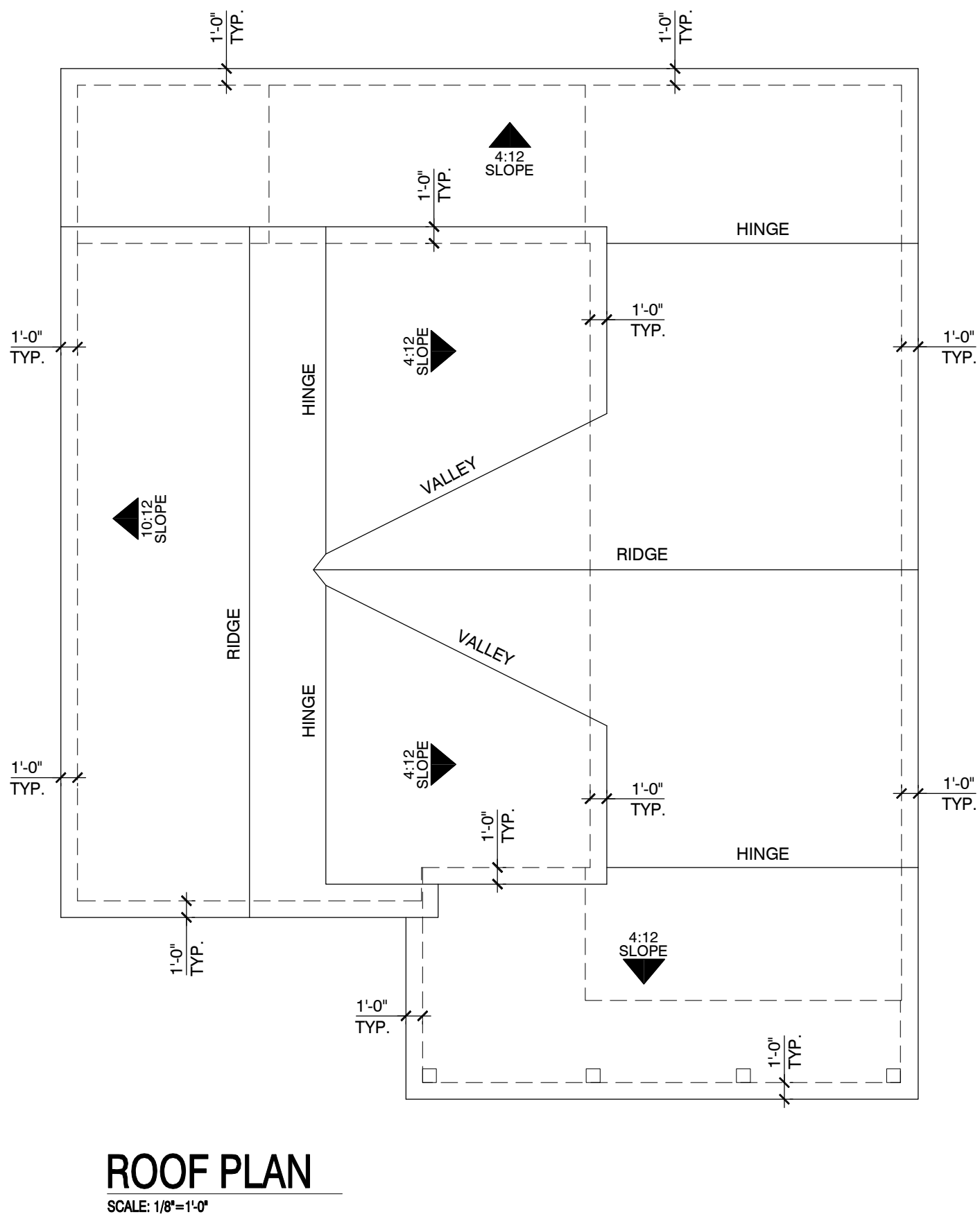
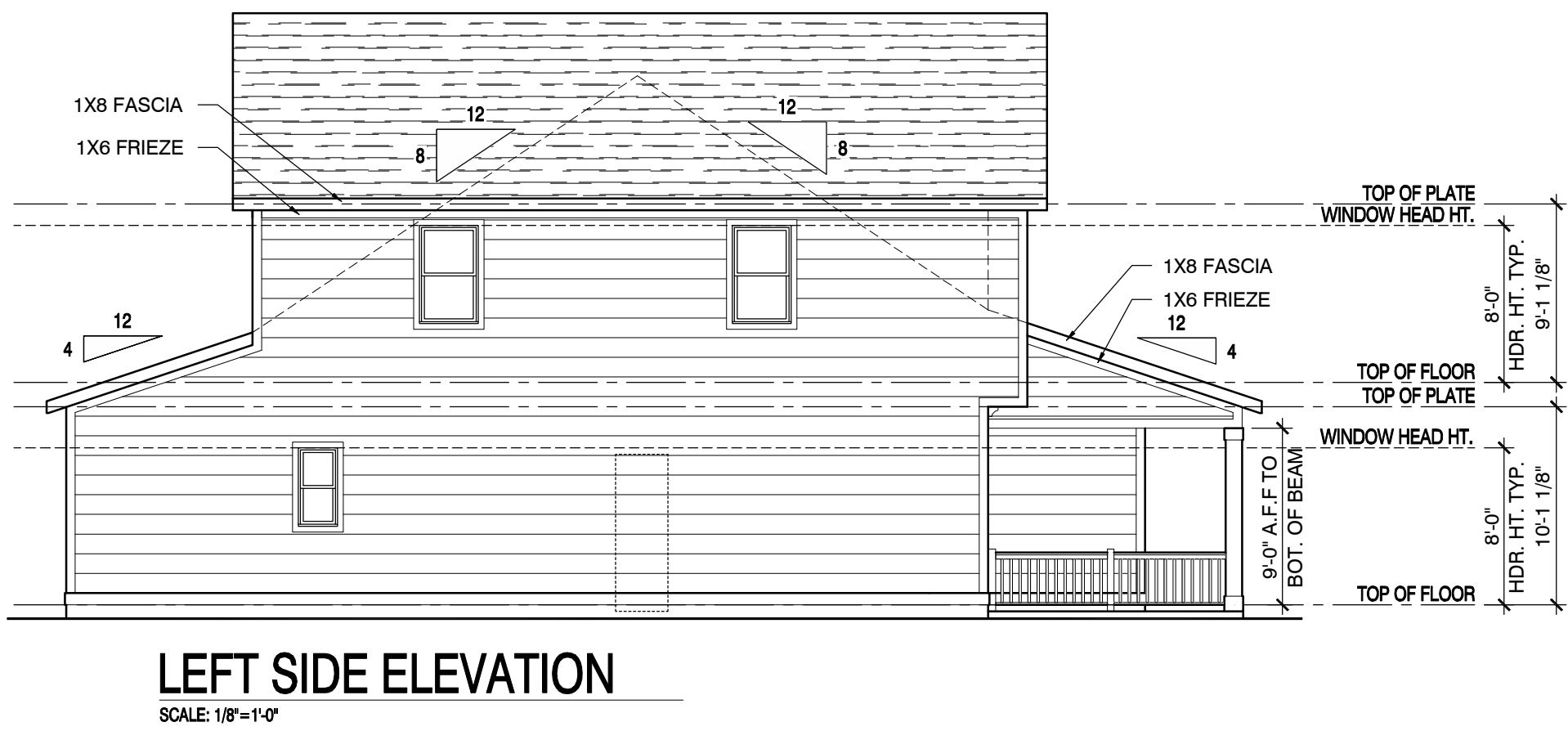
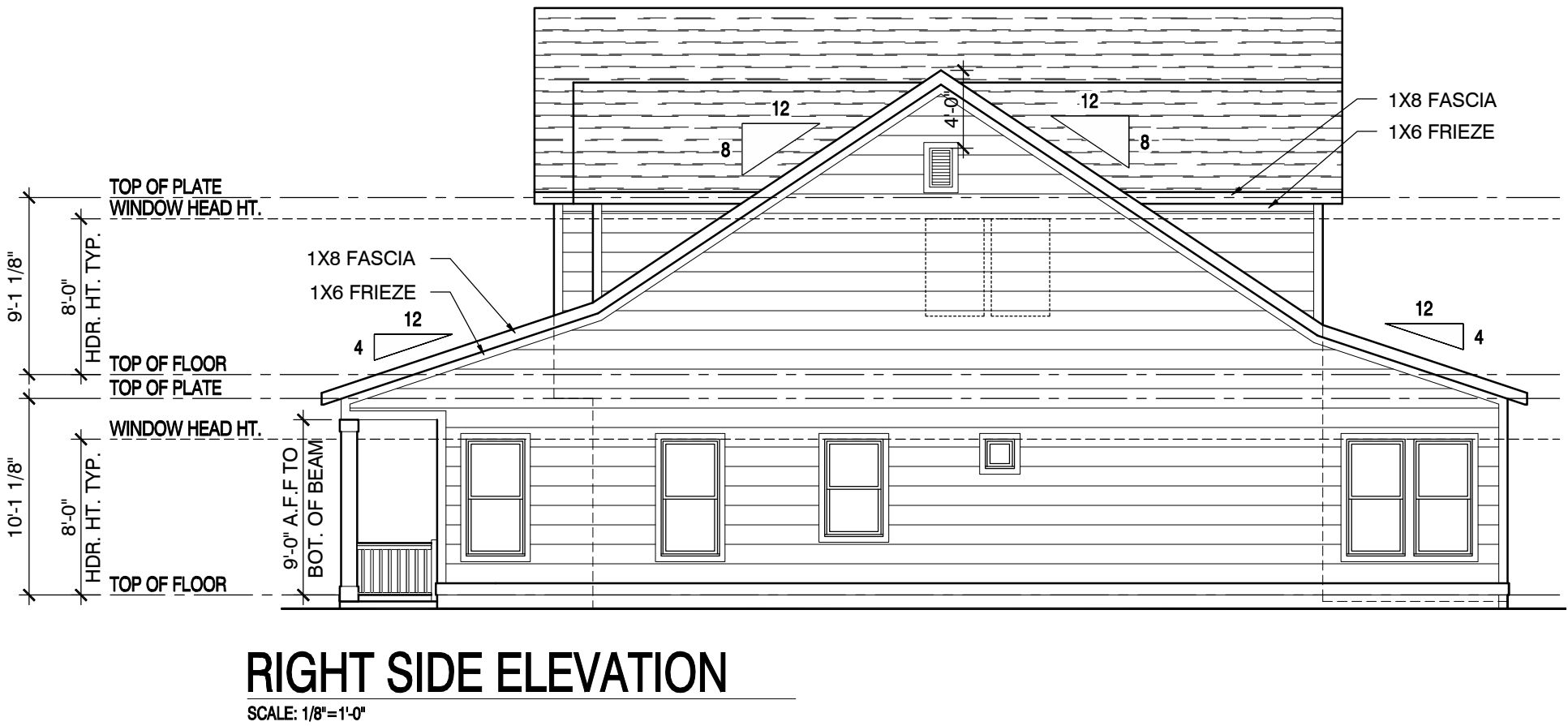
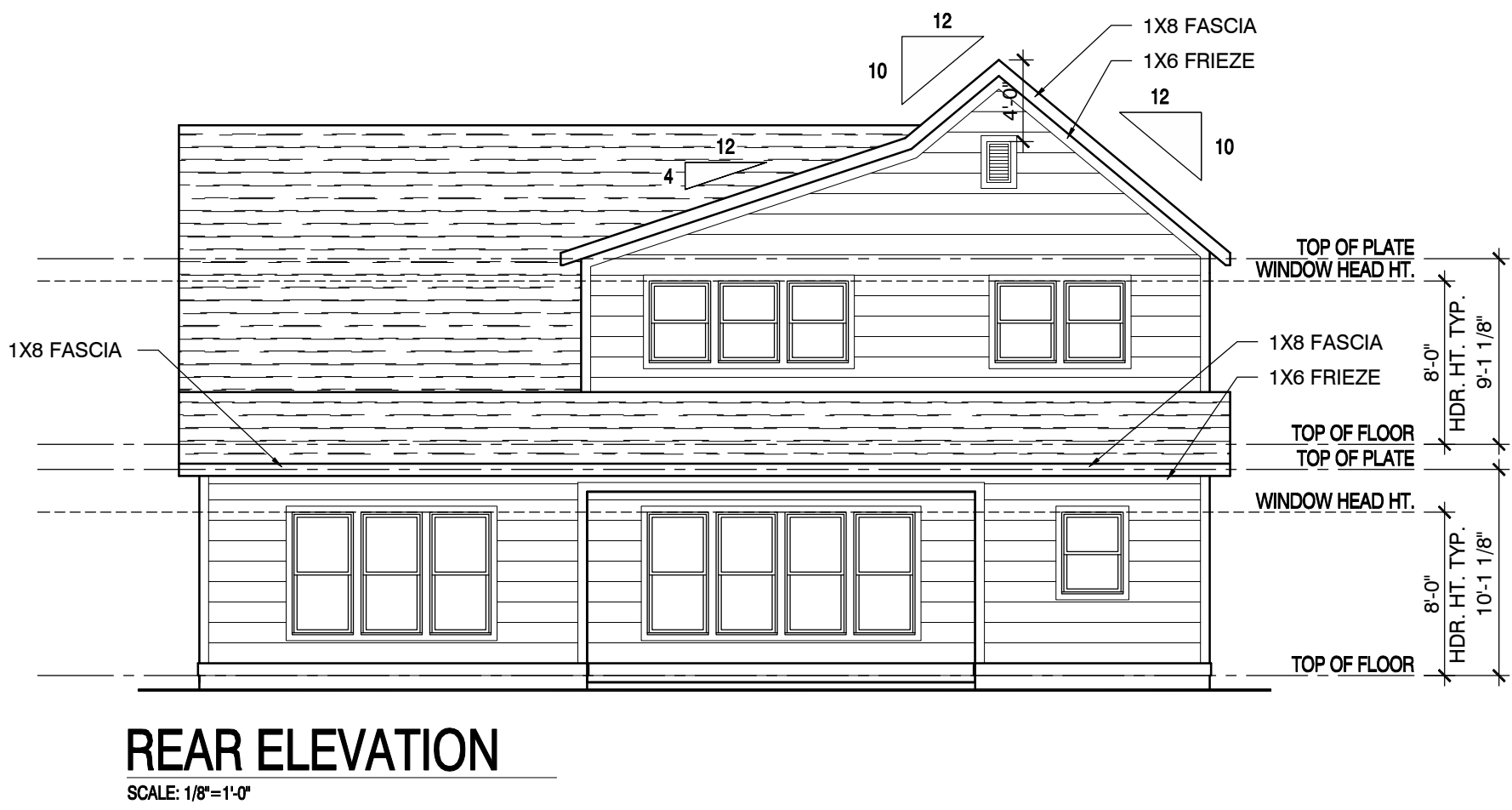
CONTROL RELEASE DATE:	09-23-16
REV #	DATE / DESCRIPTION
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GARAGE HANDING
LEFT

PLAN NUMBER
4913

SHEET
A2.1C

NOTES:
SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Fieldstone

MINNESOTA OFFICE: (612) 607-0115
MICHIGAN OFFICE: (248) 822-4365
FLORIDA OFFICE: (813) 468-3310

**ELEVATION A -
UPCOUNTRY FARMHOUSE**

CONTROL	RELEASE DATE:	09-26-16
REV #	DATE / DESCRIPTION	
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GARAGE HANDING

LEFT

PLAN NUMBER

4914

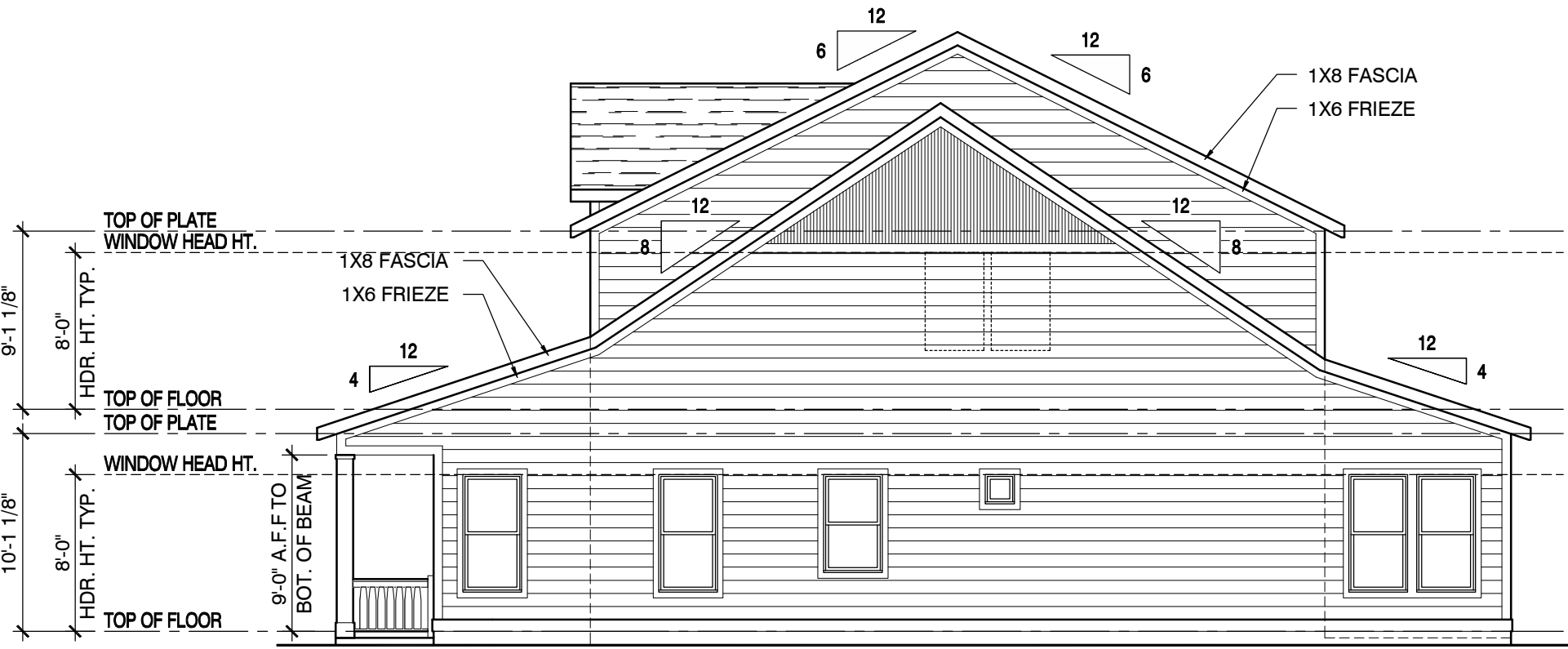
SHEET

A2.1A

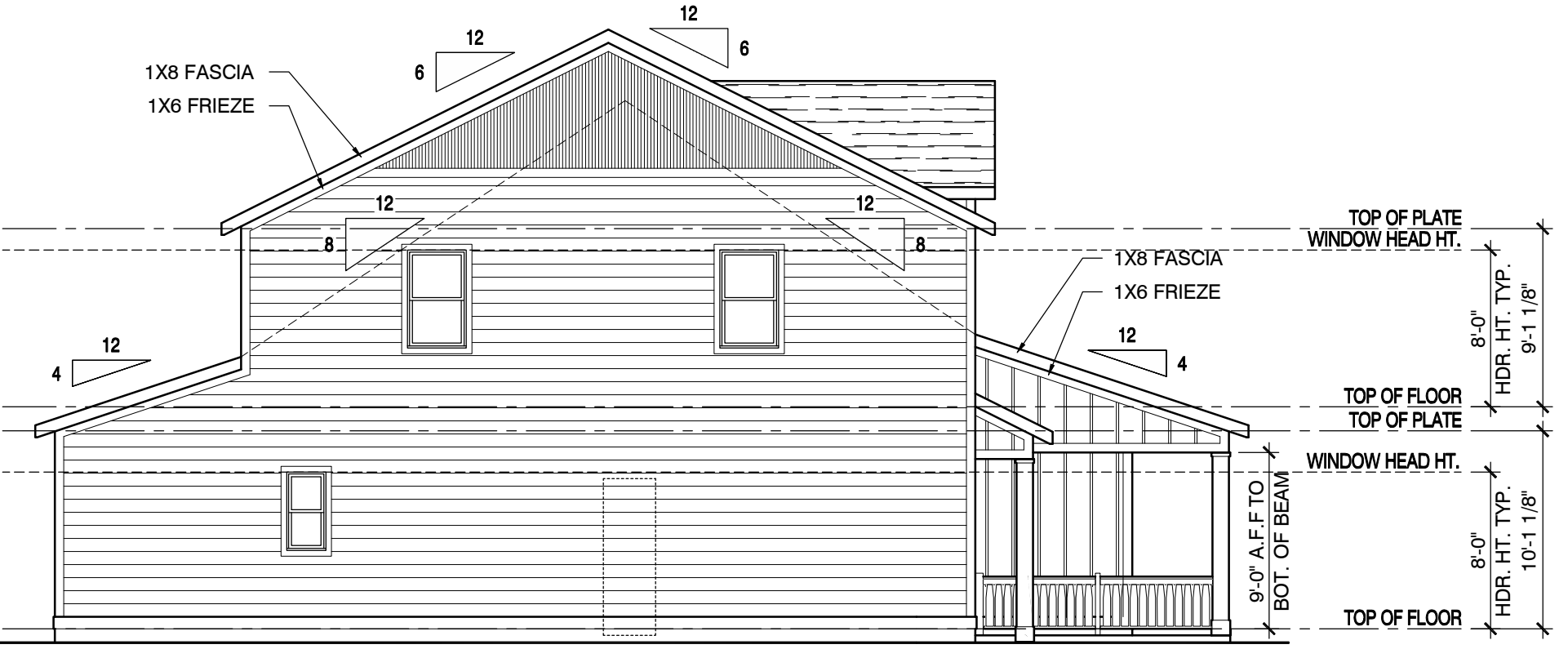
NOTES:
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



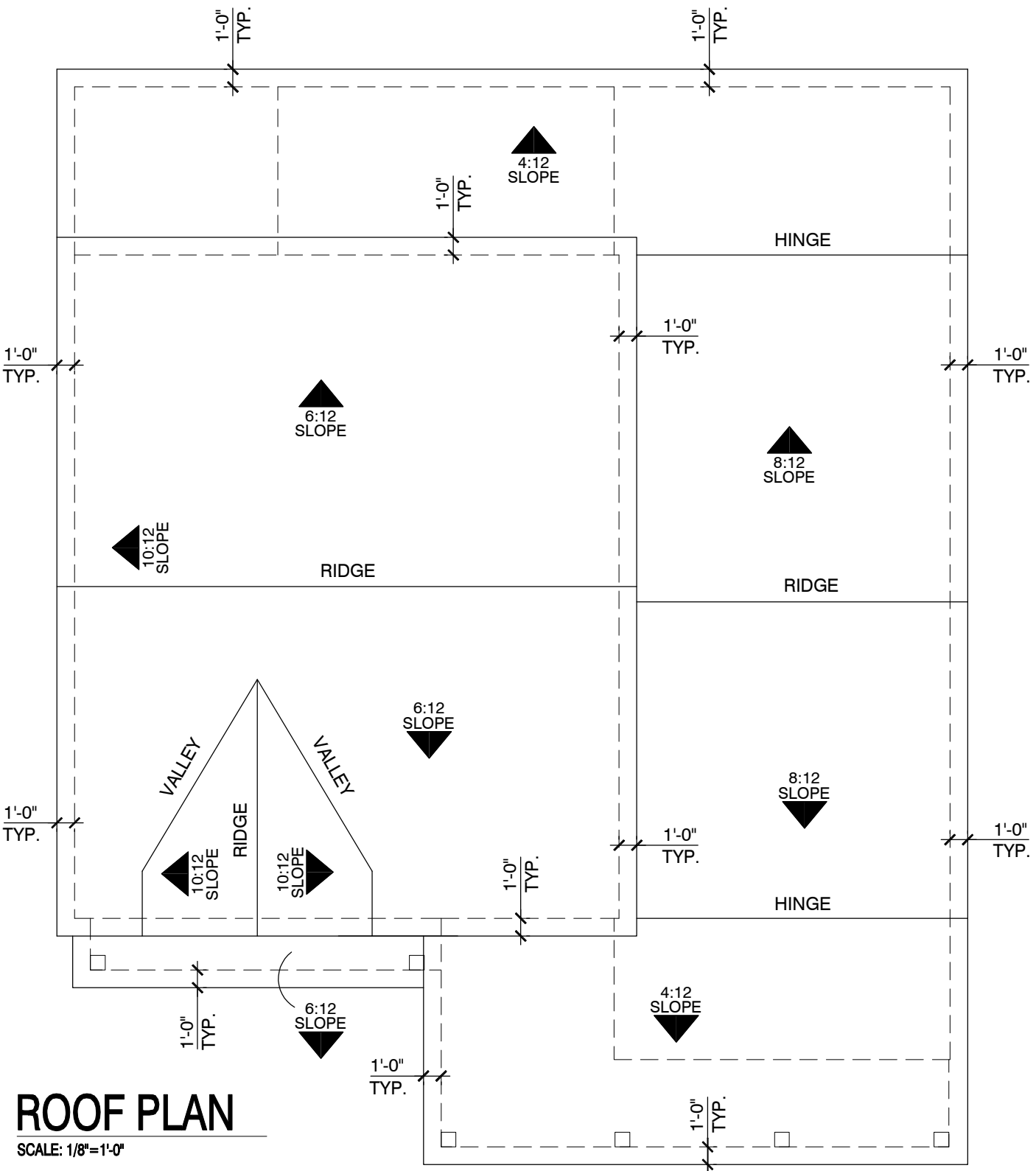
REAR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"



Fieldstone
MINNESOTA OFFICE: (612) 607-0115
MICHIGAN OFFICE: (248) 822-4365
FLORIDA OFFICE: (813) 468-2010

ELEVATION B -
PLANK COTTAGE

CONTROL RELEASE DATE:	09-28-16
REV #	DATE / DESCRIPTION
△	
△	
△	
△	
△	

GARAGE HANDING
LEFT

PLAN NUMBER
4914

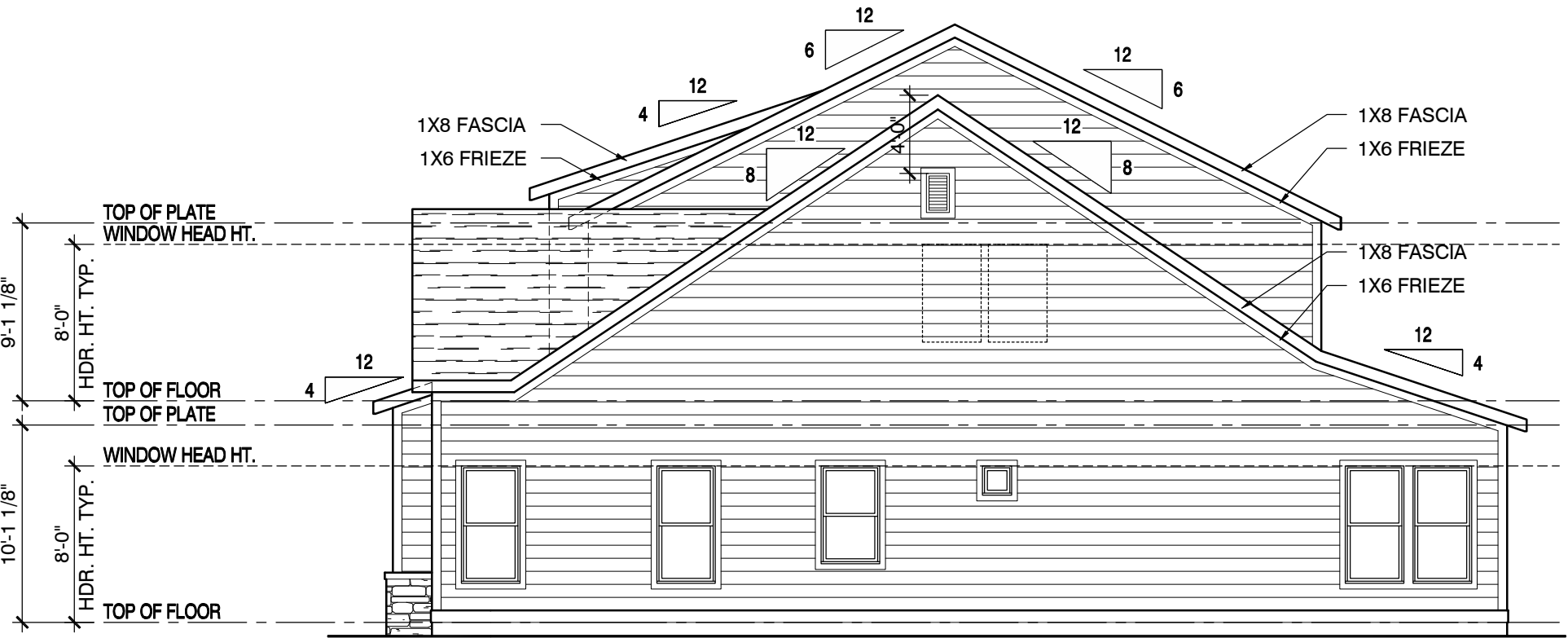
SHEET

A2.1B

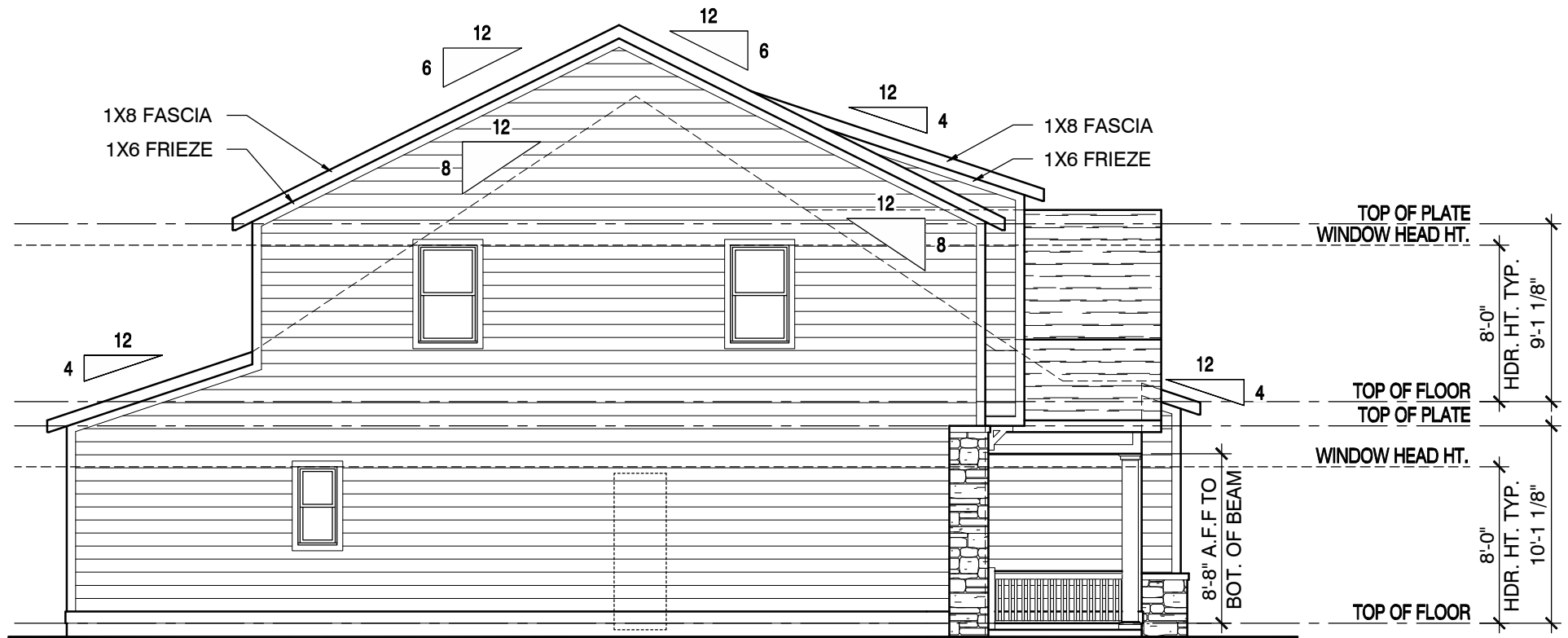
NOTES:
SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



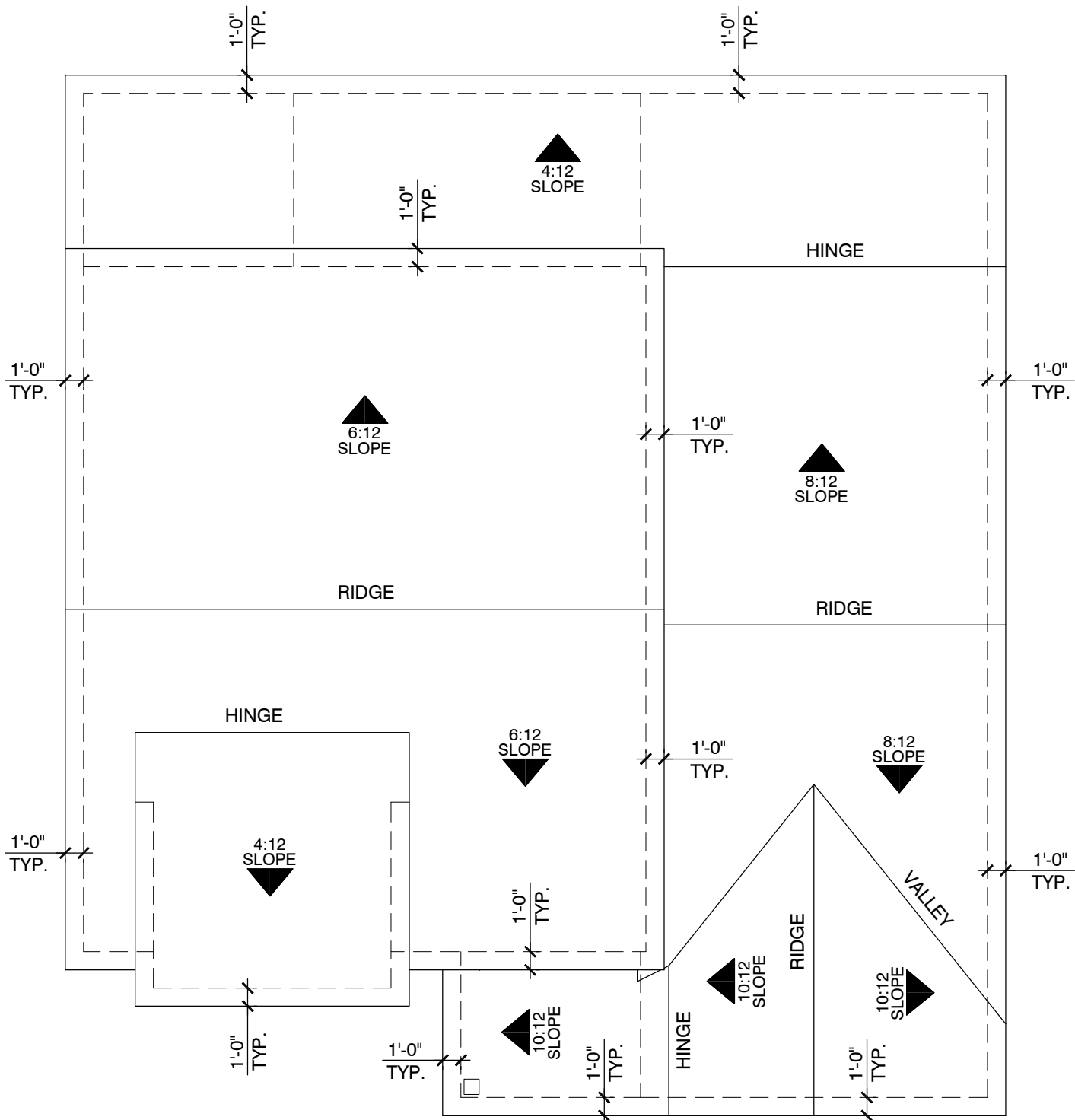
REAR ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"

PLOTTED: September 27, 2016 / Shire McConnel / A2.1C ELEVATION - C.DWG



Fieldstone
MINNESOTA OFFICE: (612) 807-0115
MICHIGAN OFFICE: (248) 222-4335
FLORIDA OFFICE: (813) 468-2010

ELEVATION C -
COASTAL

CONTROL RELEASE DATE:	09-28-16
REV #	DATE / DESCRIPTION
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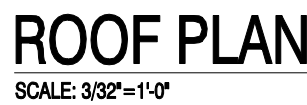
GARAGE HANDING
LEFT

PLAN NUMBER
4914

SHEET

A2.1C

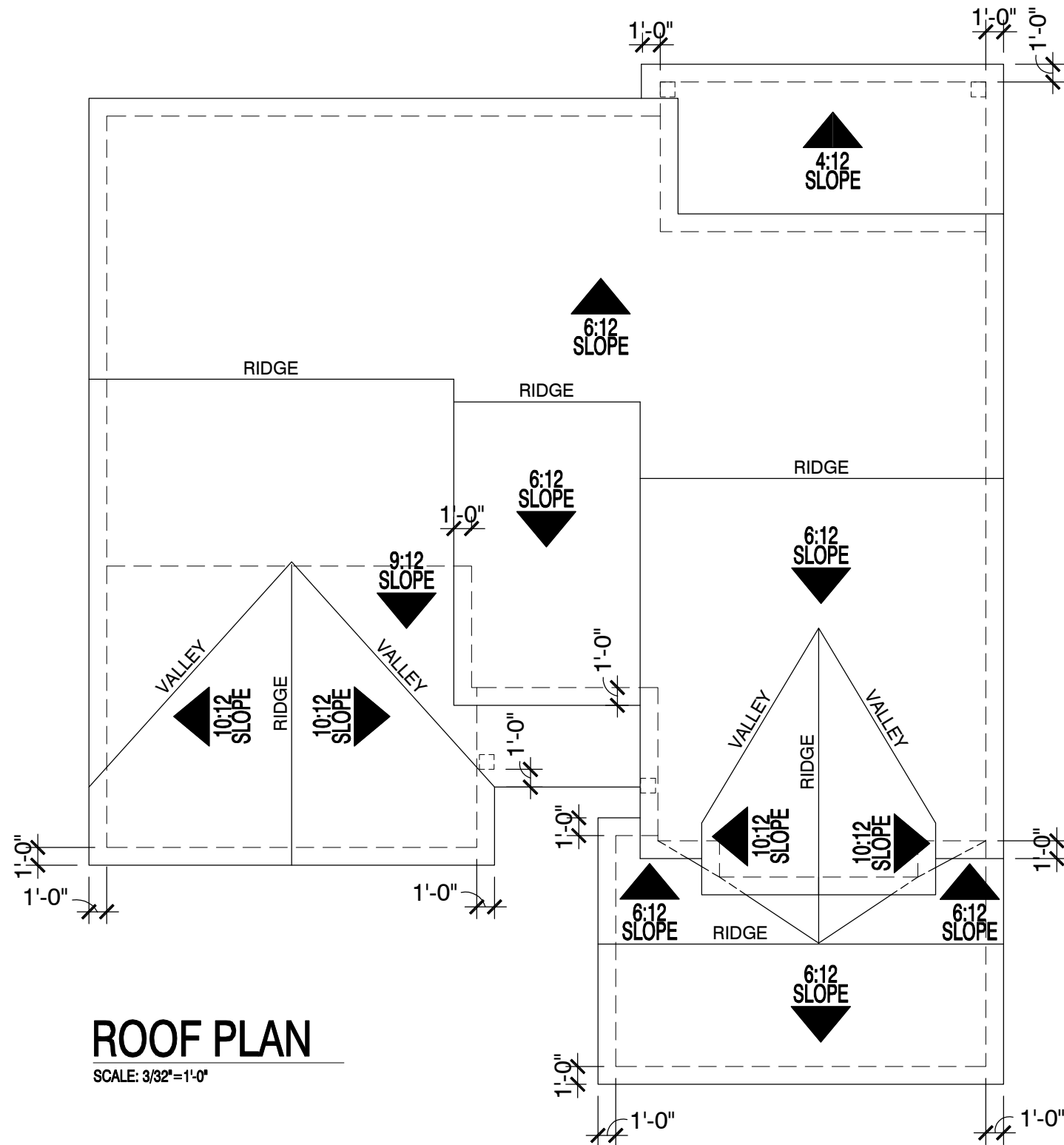
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



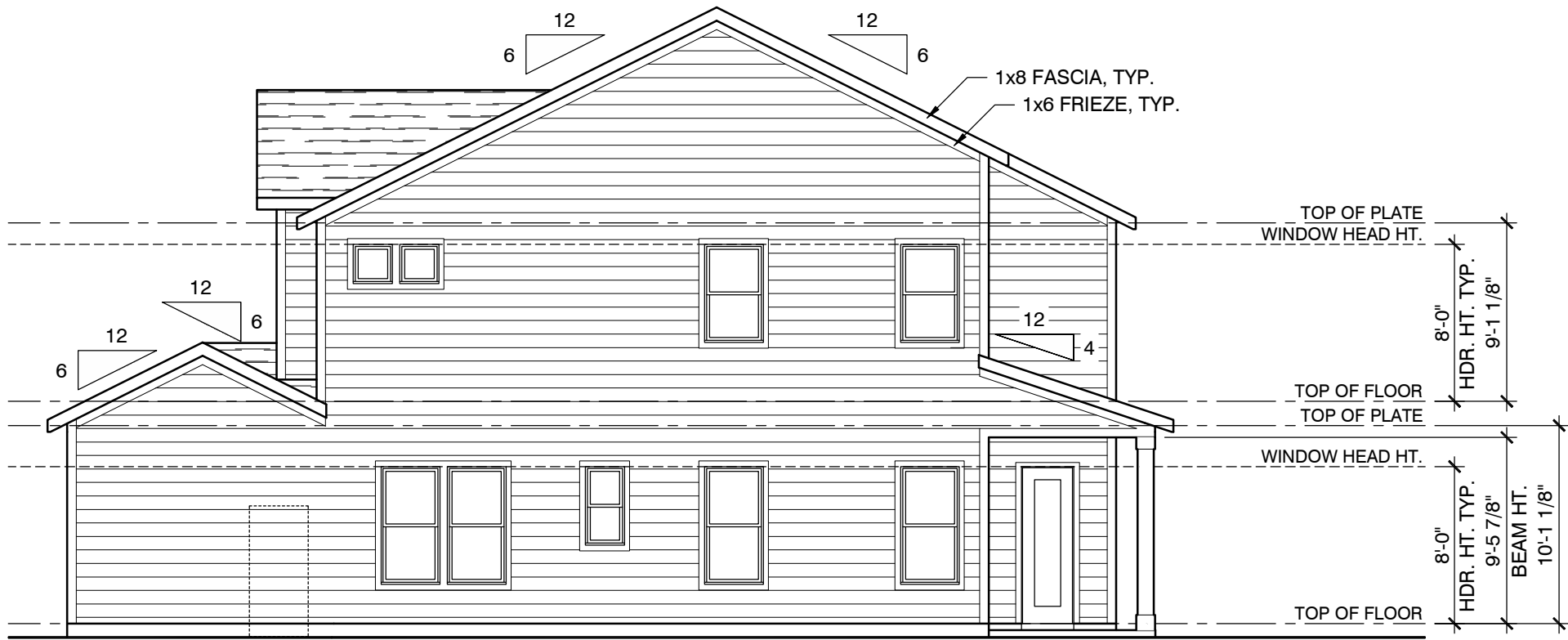
SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



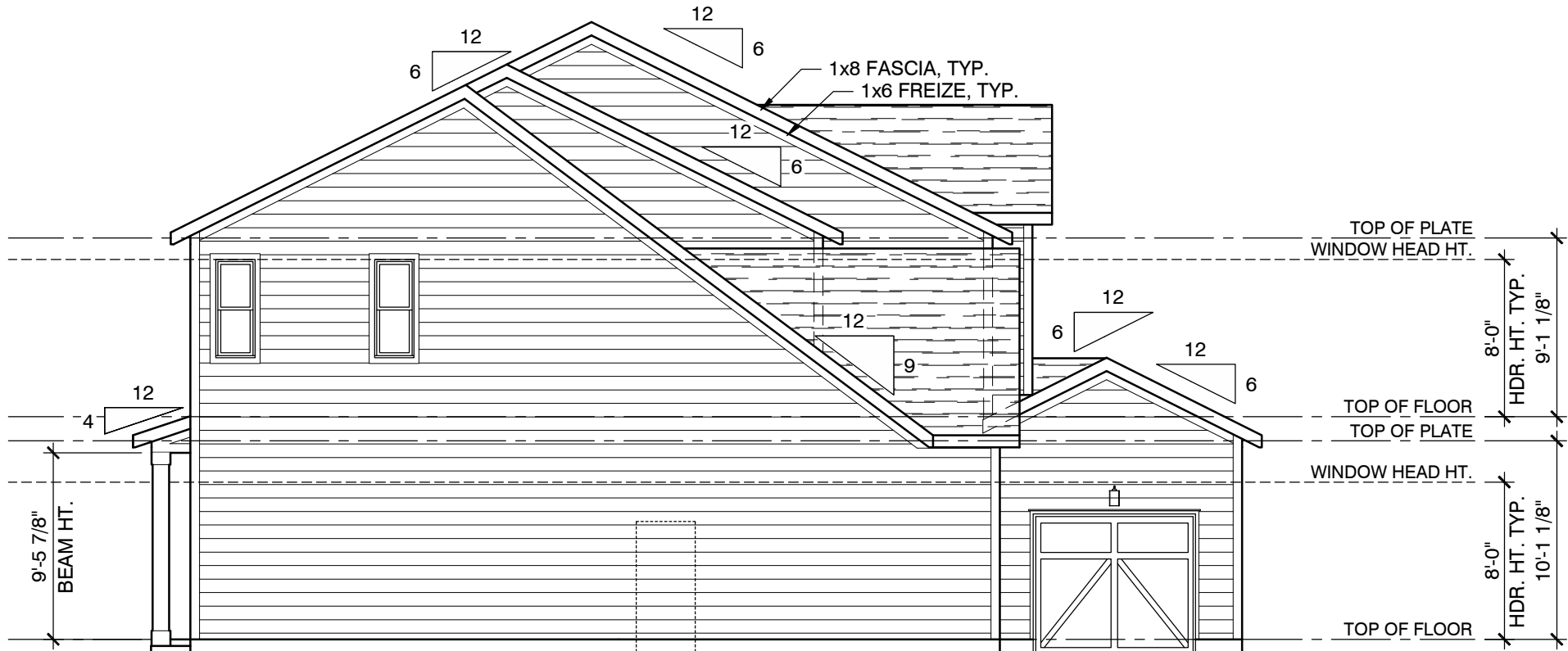
REAR ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 3/32"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"

NOTES:
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Fieldstone
MINNESOTA OFFICE: (612) 607-0115
MICHIGAN OFFICE: (248) 622-4065
FLORIDA OFFICE: (813) 466-3310

ELEVATION B -
PLANK COTTAGE

CONTROL	RELEASE DATE:	9-28-16
REV #	DATE / DESCRIPTION	
△		
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GARAGE HANDING
LEFT

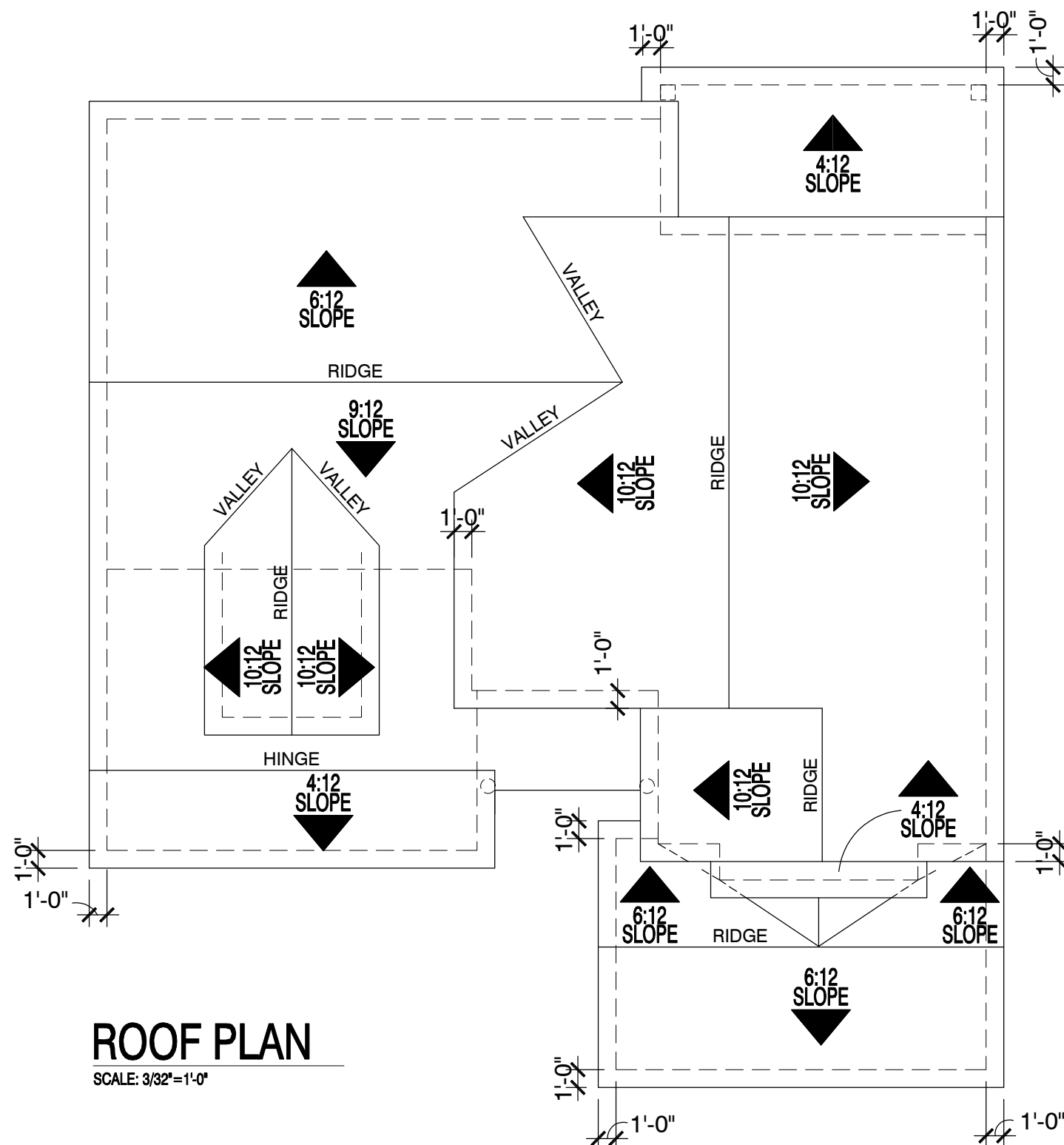
PLAN NUMBER
4915

SHEET

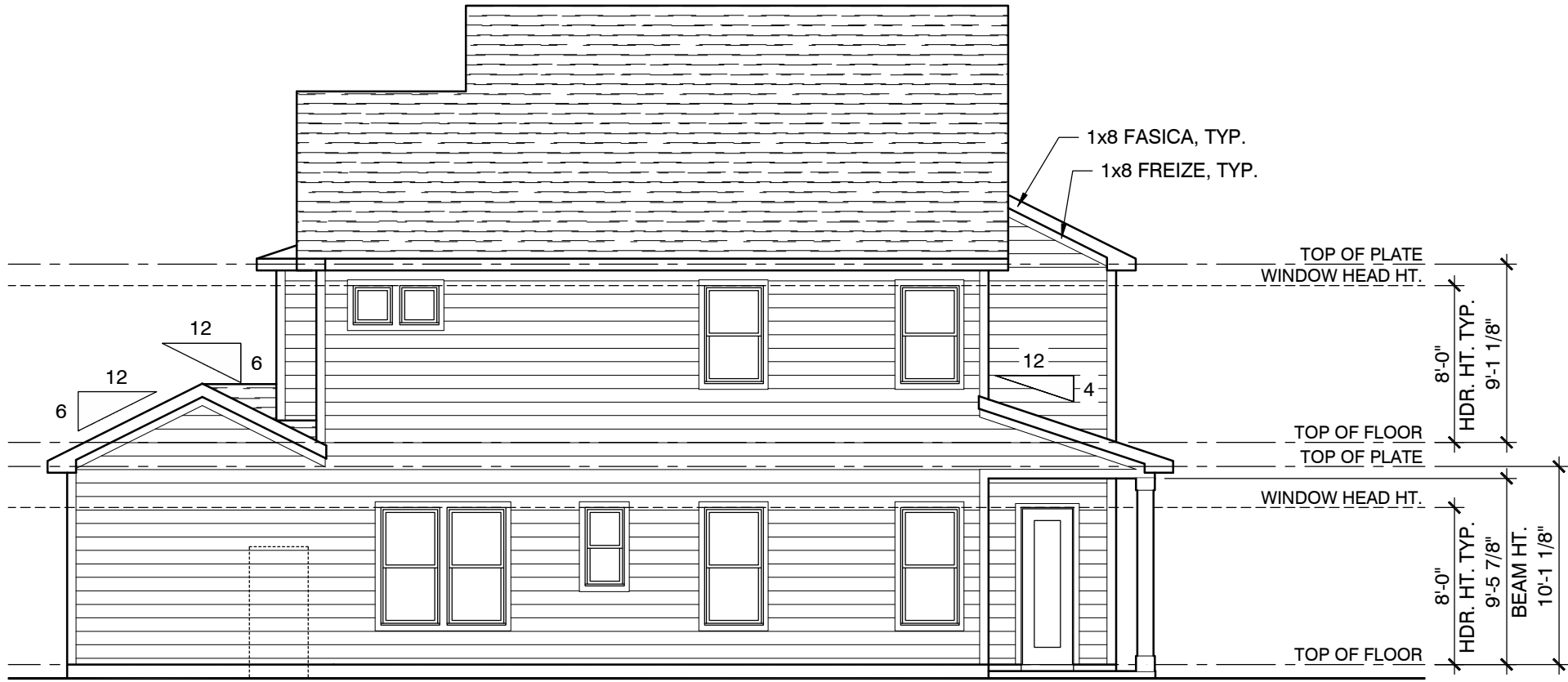
A2.1B



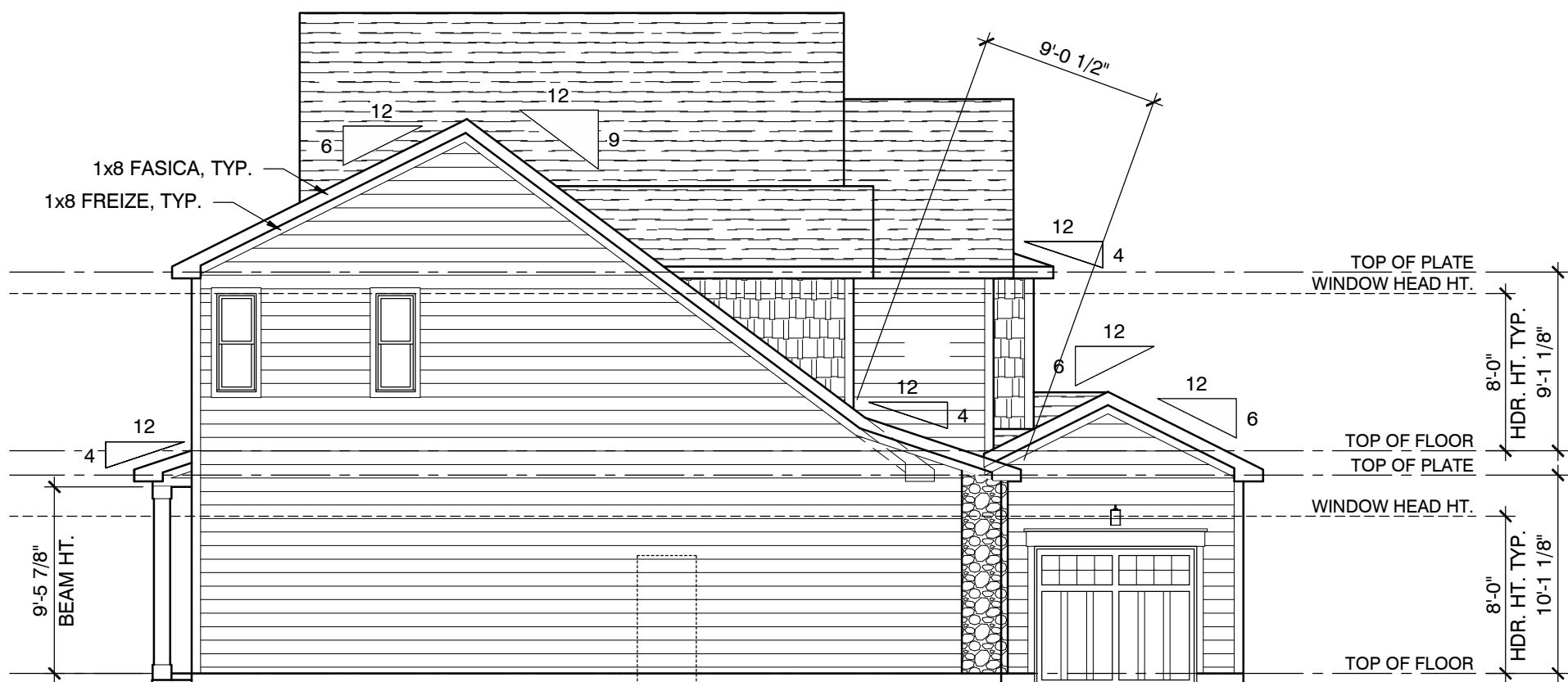
REAR ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 3/32"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"

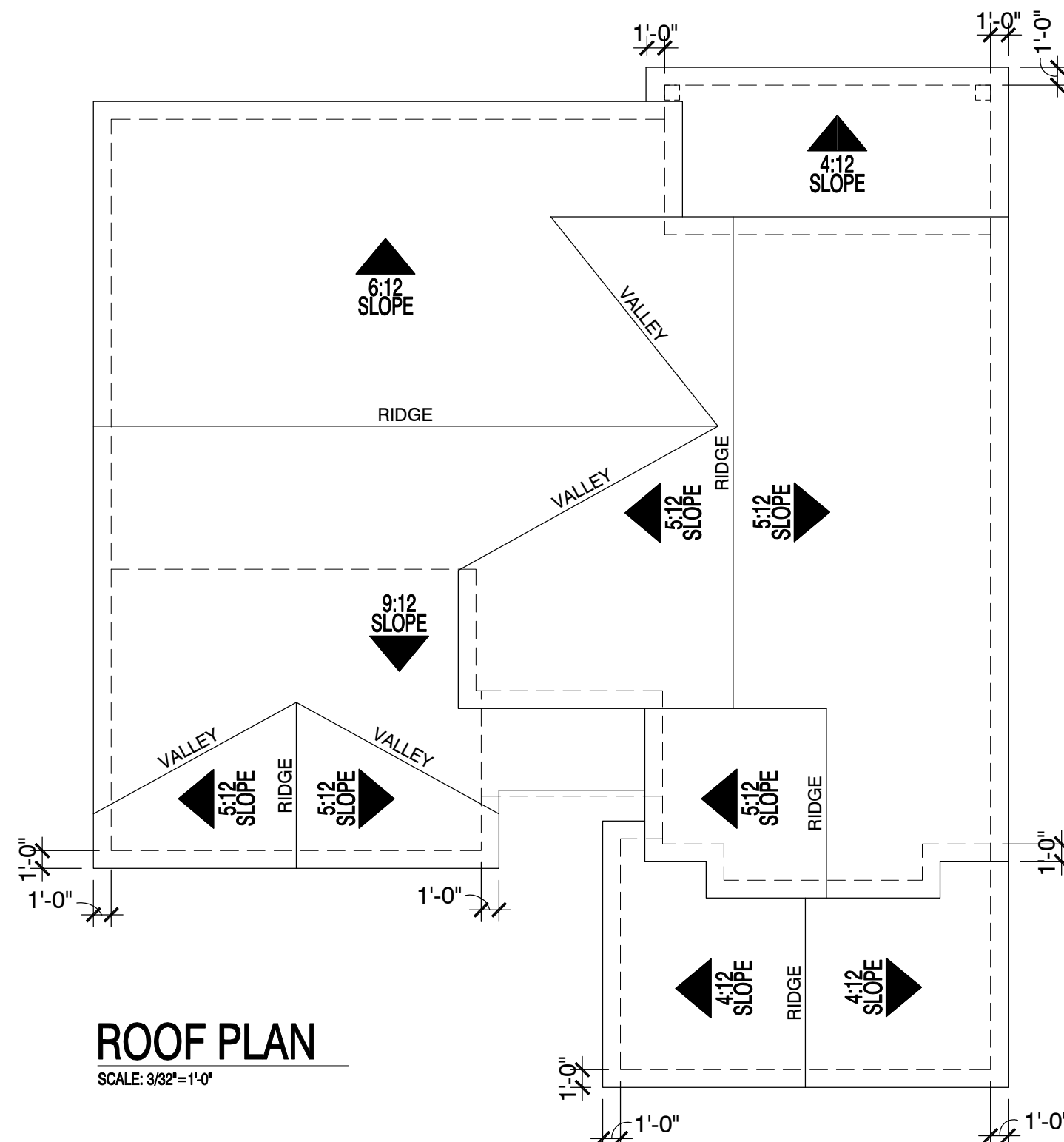


FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"

NOTES:
SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



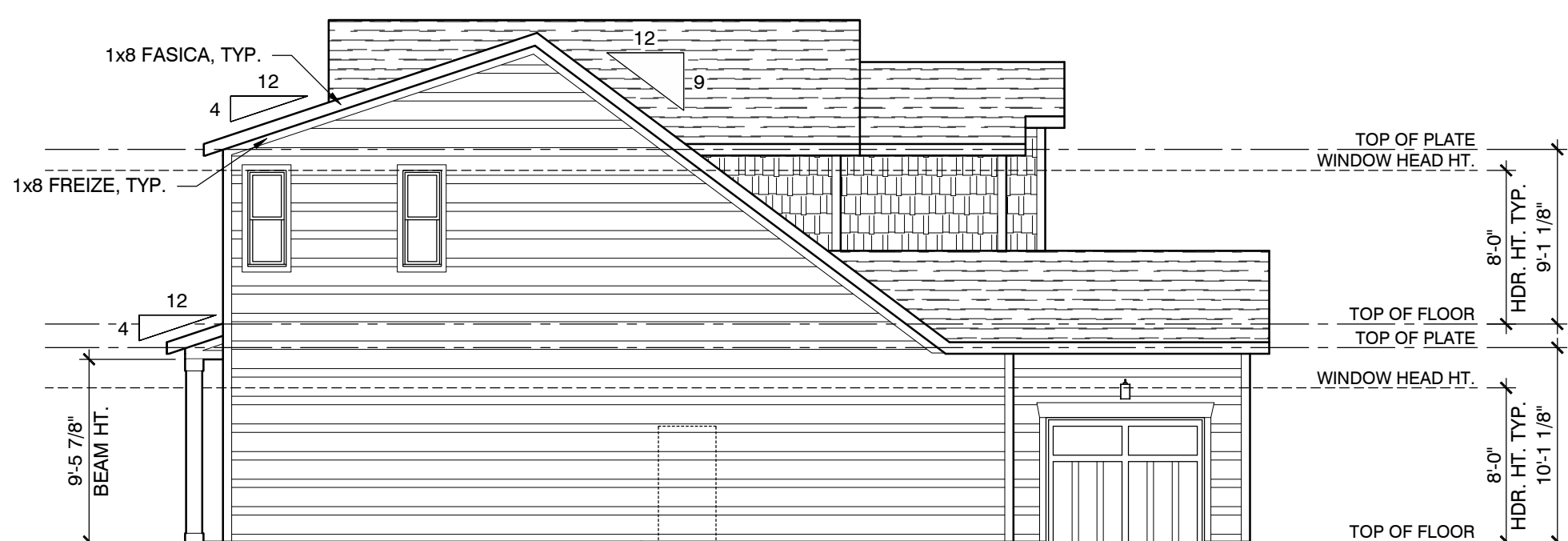
REAR ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 3/32"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS & CRAFTS
SCALE: 1/4"=1'-0"

NOTES:
SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



Fieldstone
FLORIDA OFFICE: (813) 466-3310
MICHIGAN OFFICE: (248) 222-4065
MINNESOTA OFFICE: (612) 507-0115

ELEVATION D -
SOUTHERN ARTS & CRAFTS

CONTROL RELEASE DATE:	9-28-16
REV #	DATE / DESCRIPTION
△	
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△	
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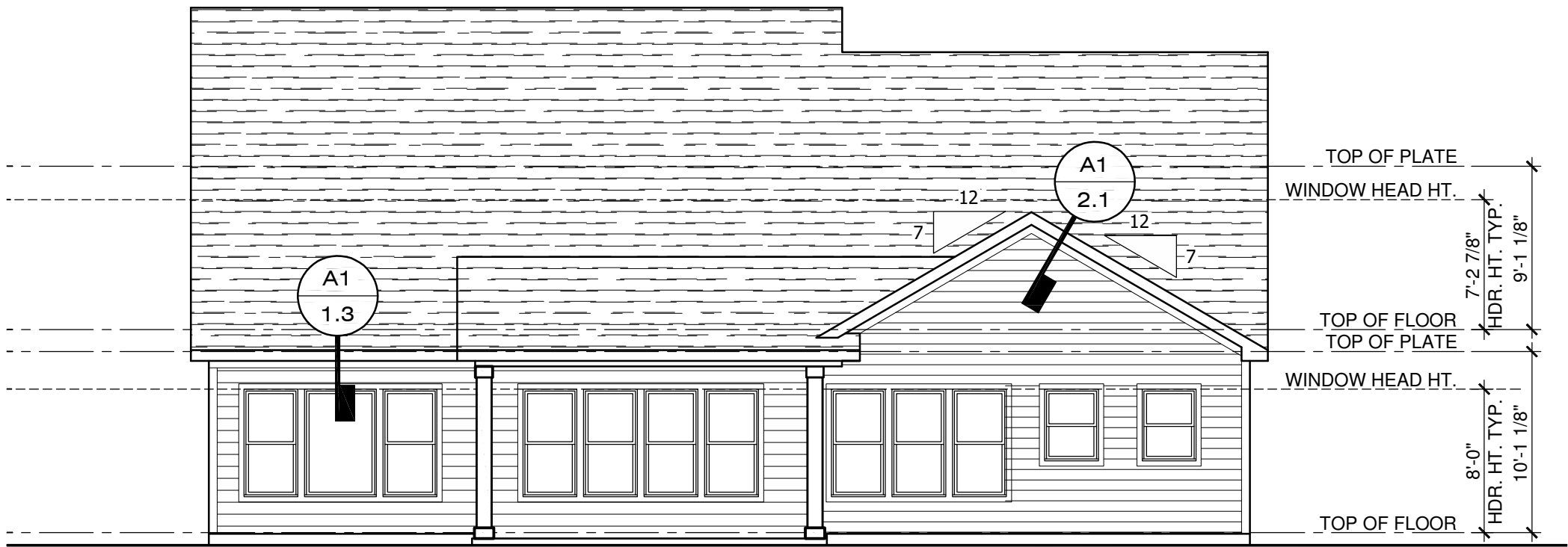
GARAGE HANDING
LEFT

PLAN NUMBER
4915

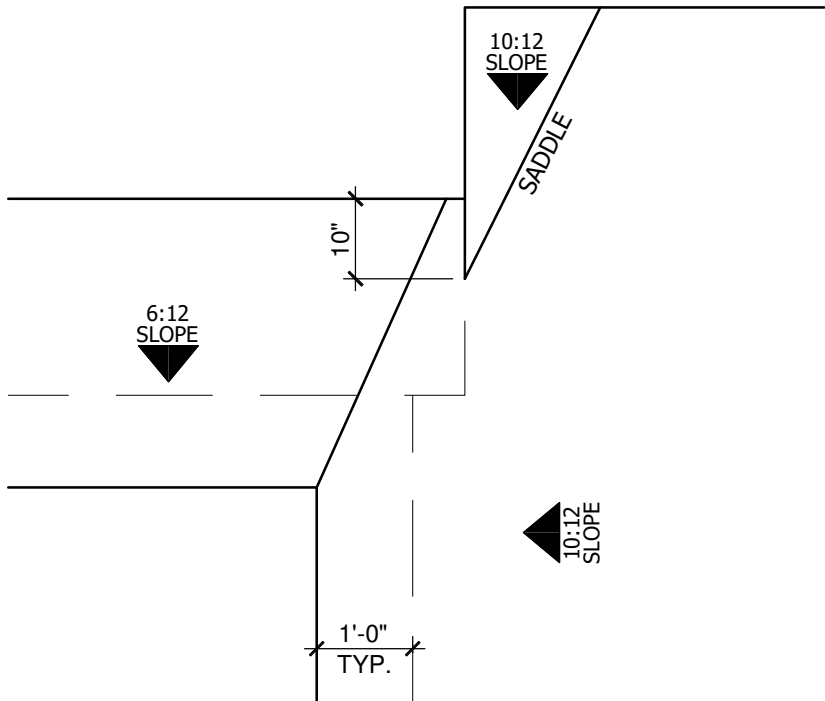
SHEET
A2.1D

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS. 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

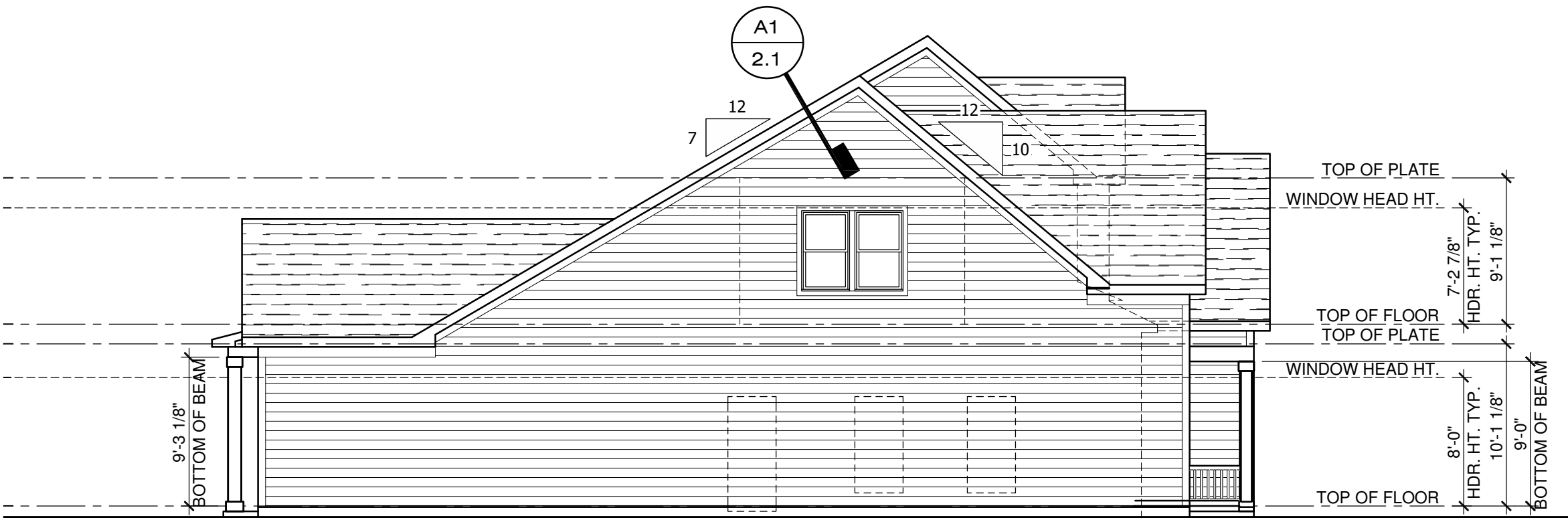
NOTES: SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - 1x6 WRAP - TYP.



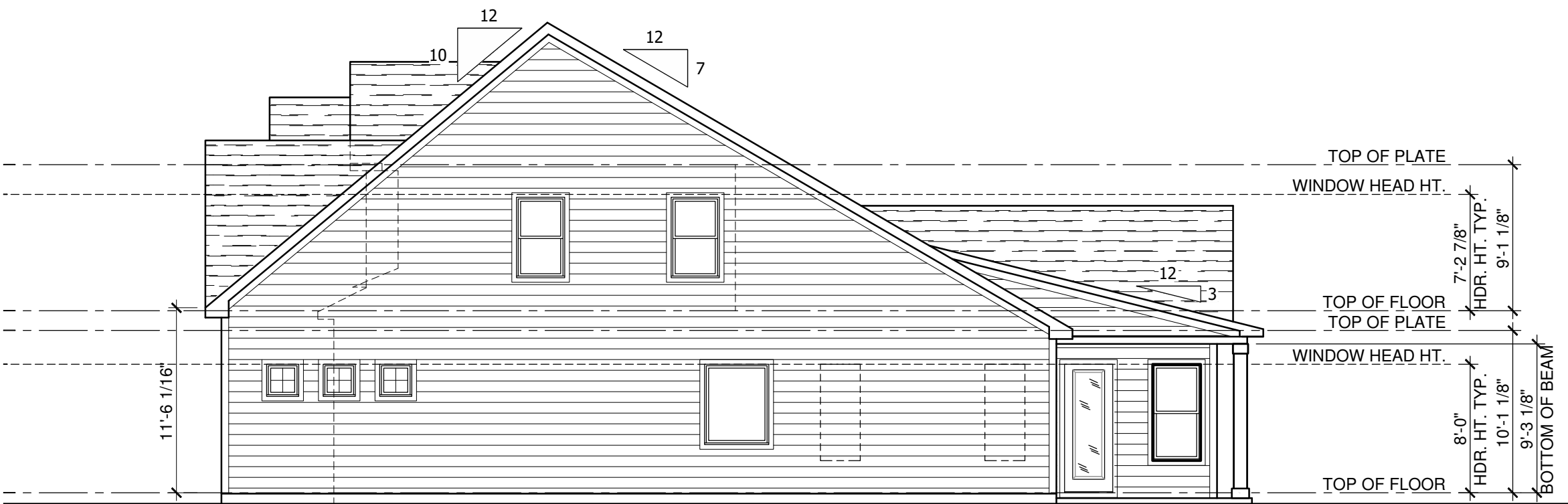
REAR ELEVATION
SCALE: 1/8"=1'-0"



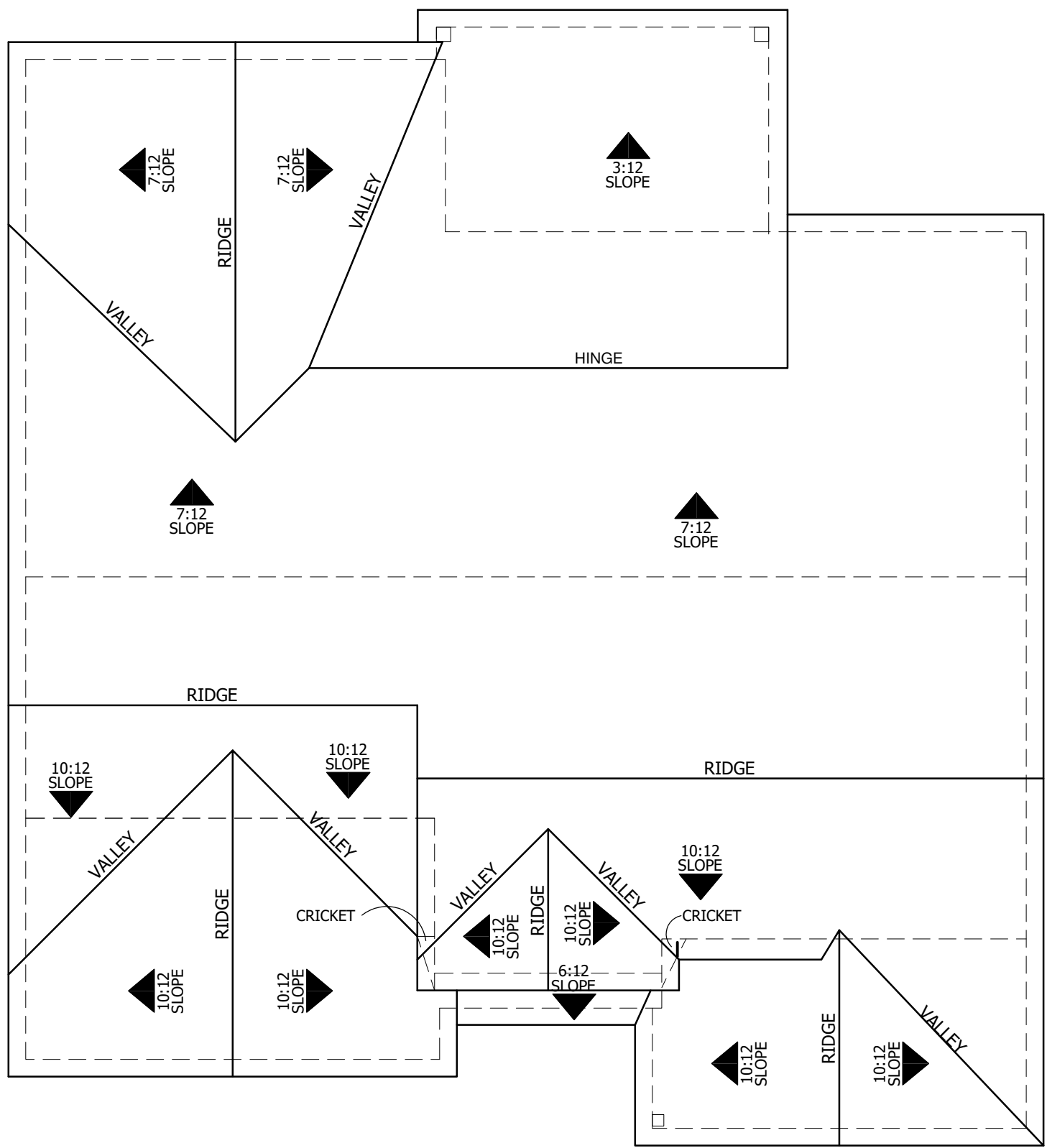
CRICKET DETAIL
SCALE: 1/2"=1'-0"



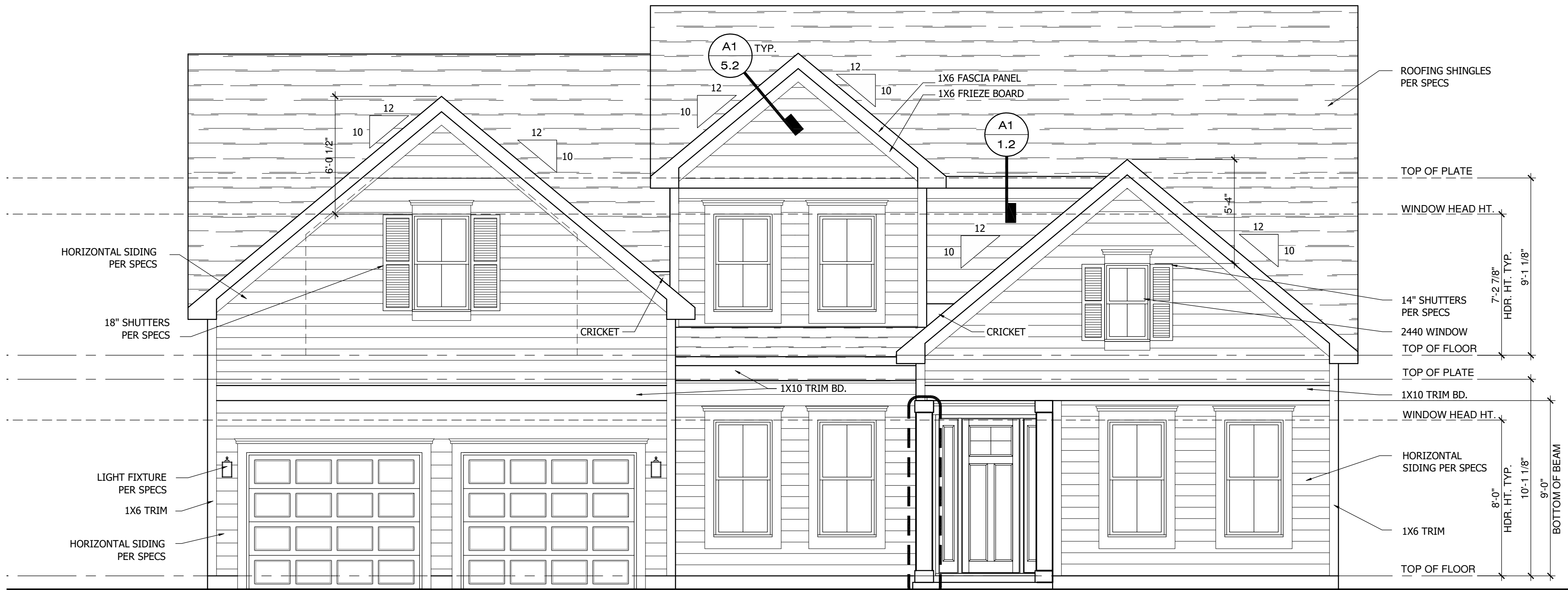
LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"

FIELDING HOMES

227 W. TRADE ST. SUITE 1000
CHARLOTTE, NC 28202

Fieldstone
FLORIDA OFFICE: (813) 465-3510
MICHIGAN OFFICE: (248) 622-4035
MINNESOTA OFFICE: (612) 807-0115

ELEVATION A - UPCOUNTRY FARMHOUSE

CONTROL RELEASE DATE: 06-01-16
REV # DATE/DESCRIPTION
1
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10

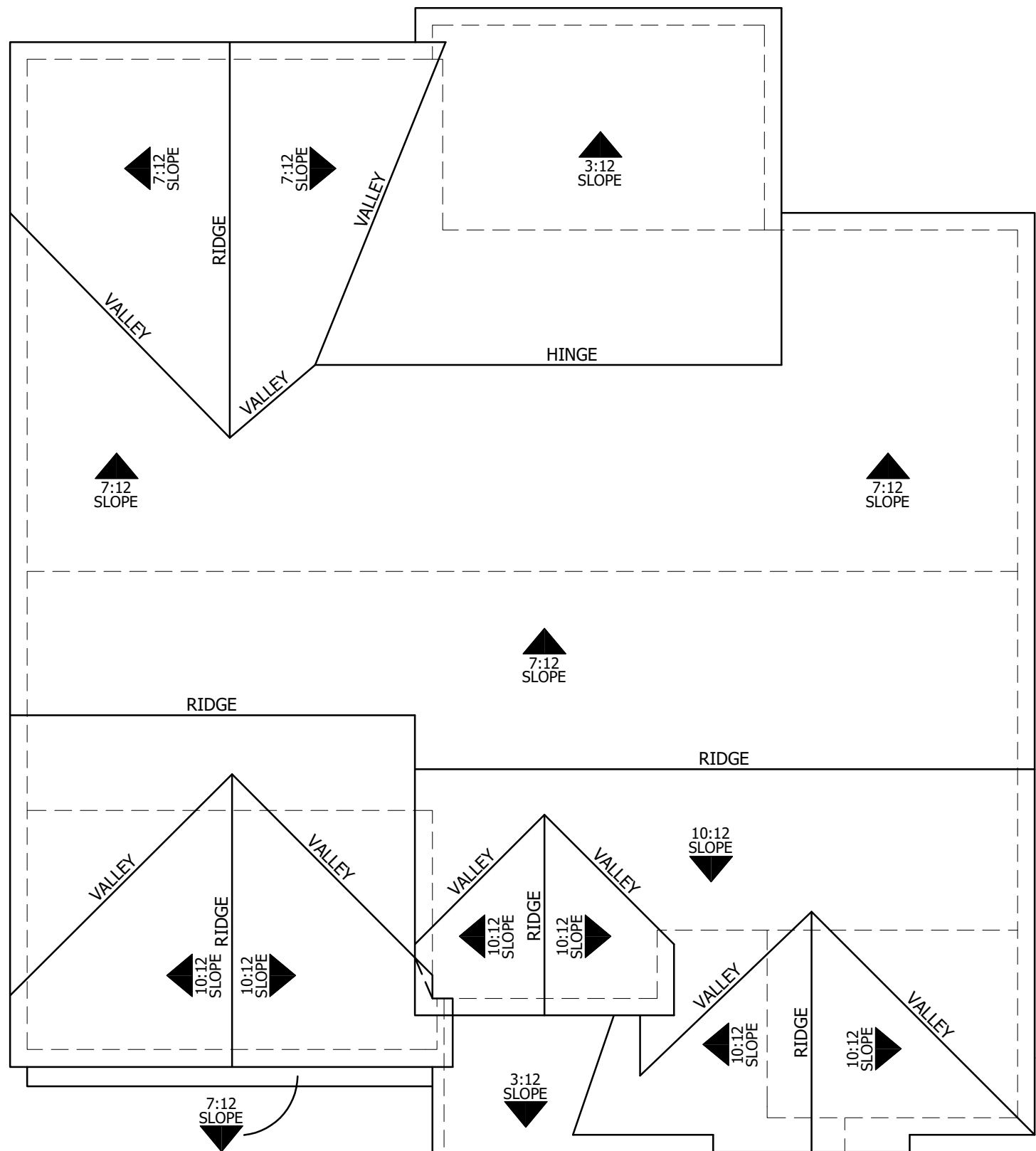
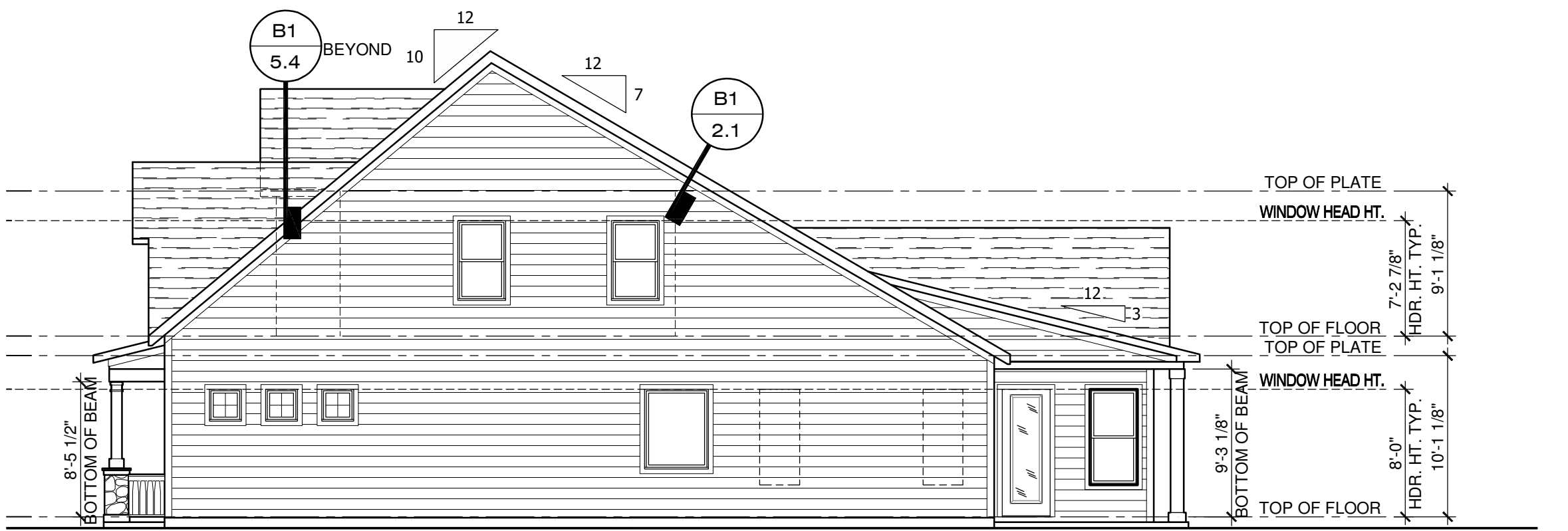
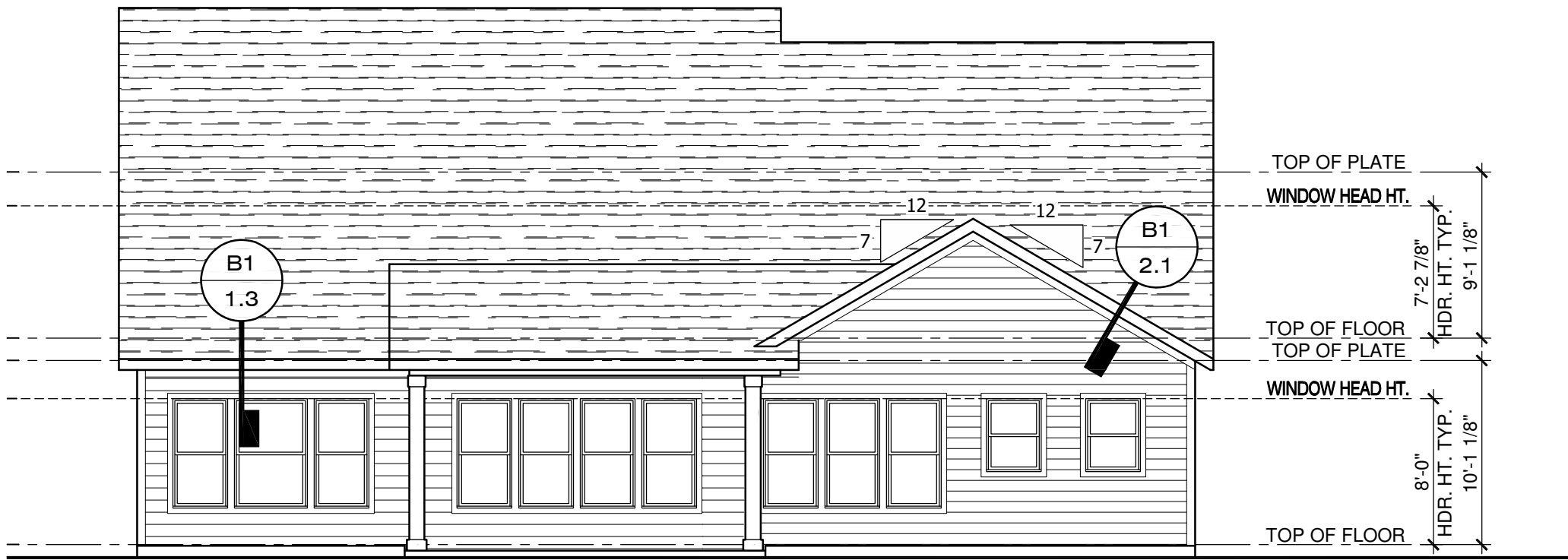
GARAGE HANDING
LEFT

PLAN NUMBER
5802

SHEET

A2.1A

NOTES: SEE SHEET B2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B8 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - 1x6 WRAP - TYP.



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ELEVATION B - PLANK COTTAGE

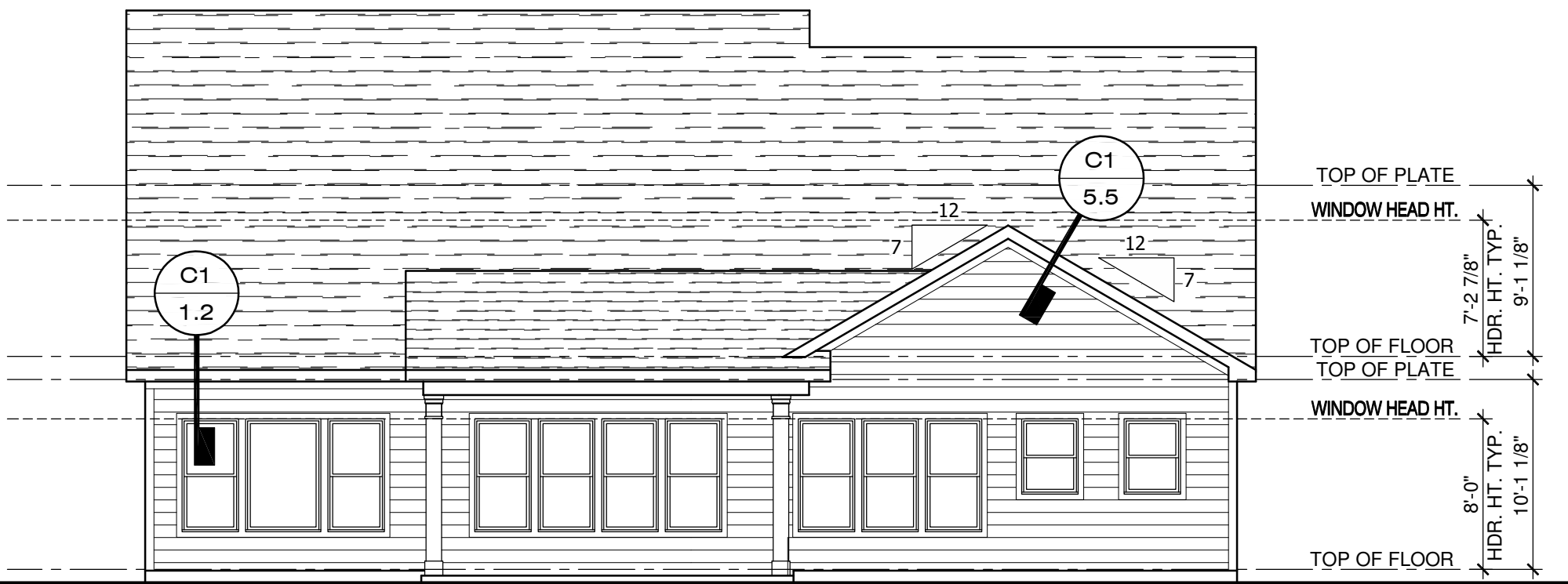
CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
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GARAGE HANDING
LEFT

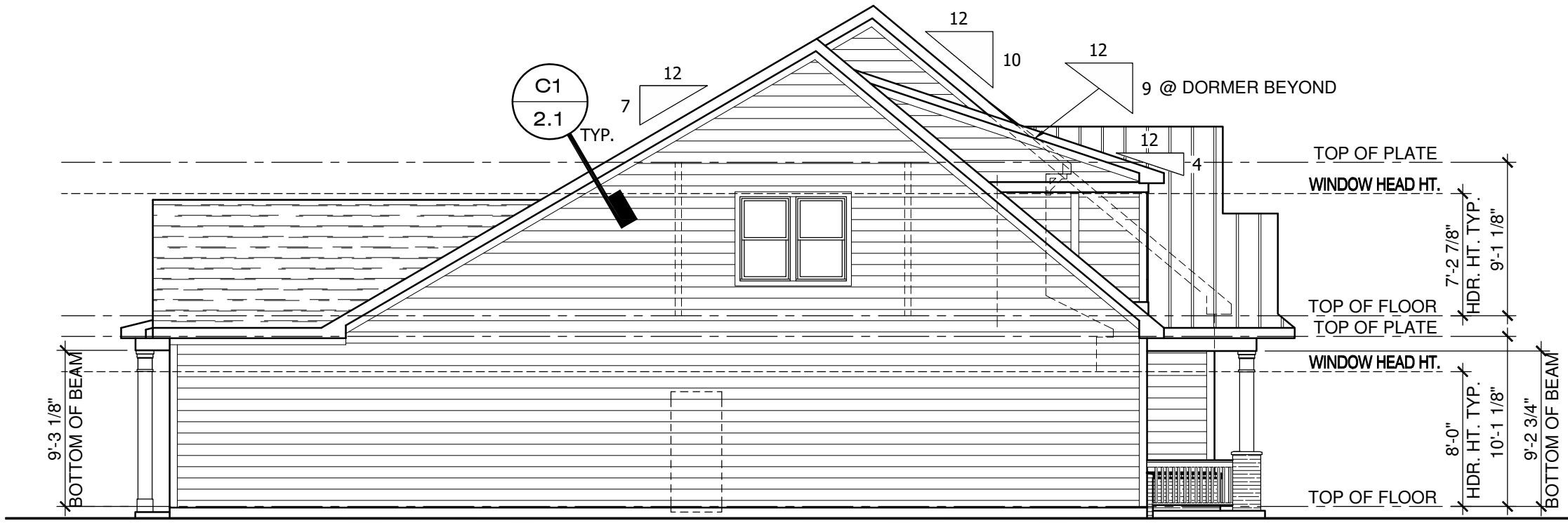
PLAN NUMBER
5802

SHEET
A2.1B

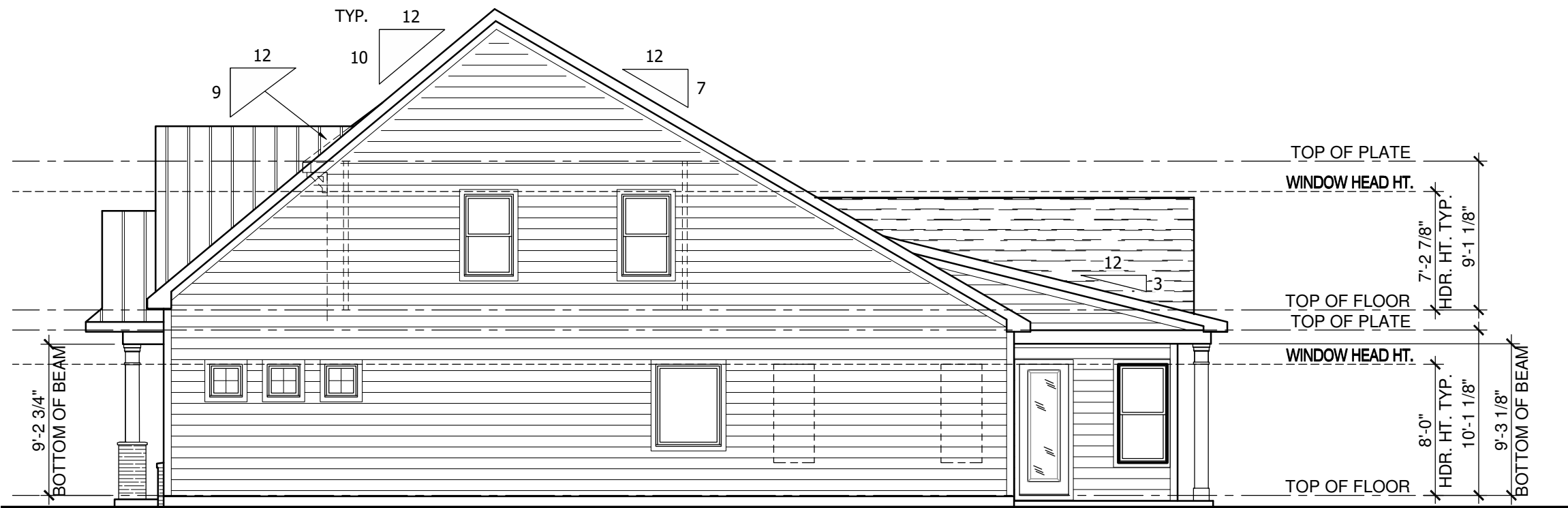
NOTES: SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C6 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - 1x6 WRAP - TYP.



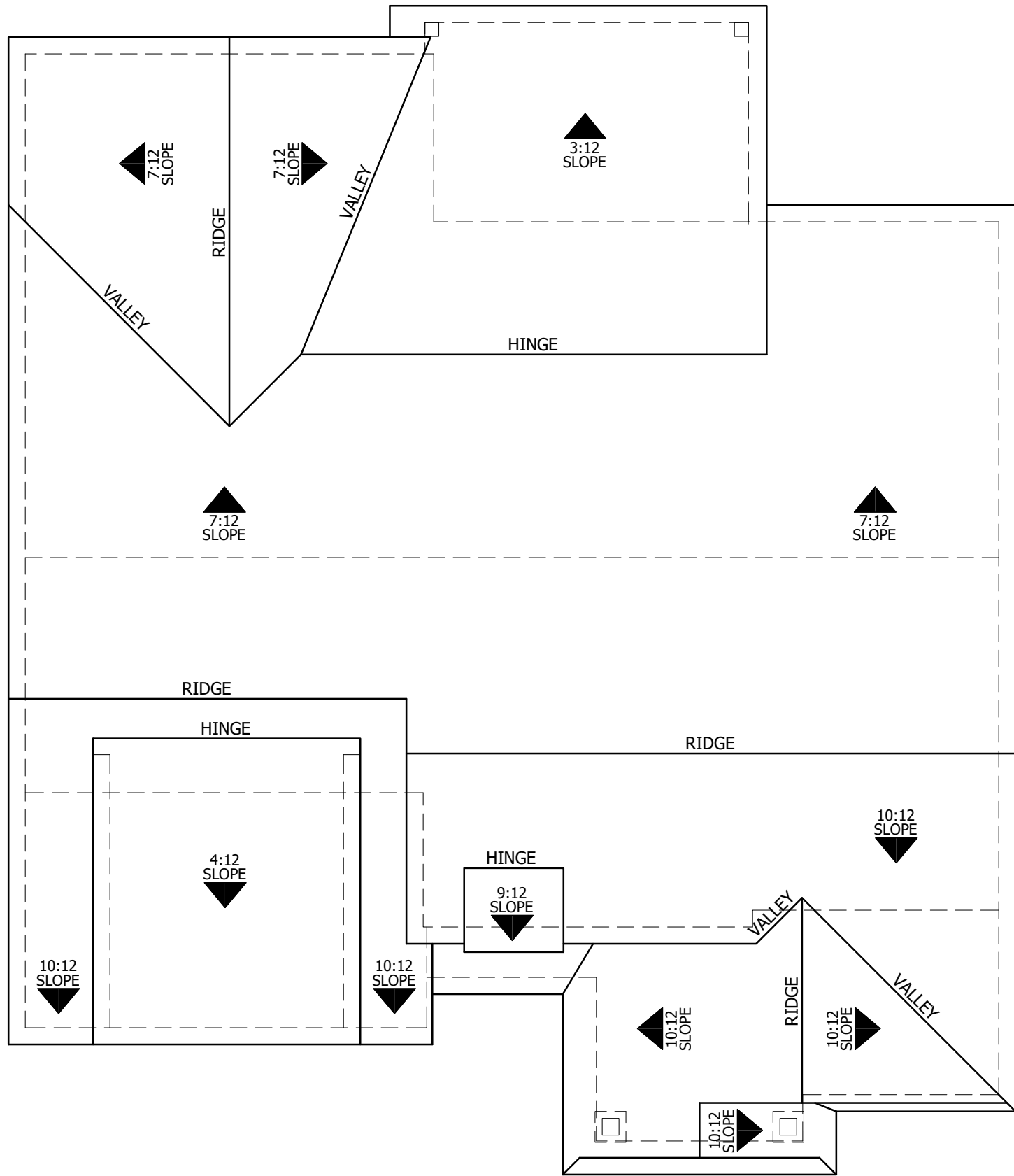
REAR ELEVATION
SCALE: 1/8"=1'-0"



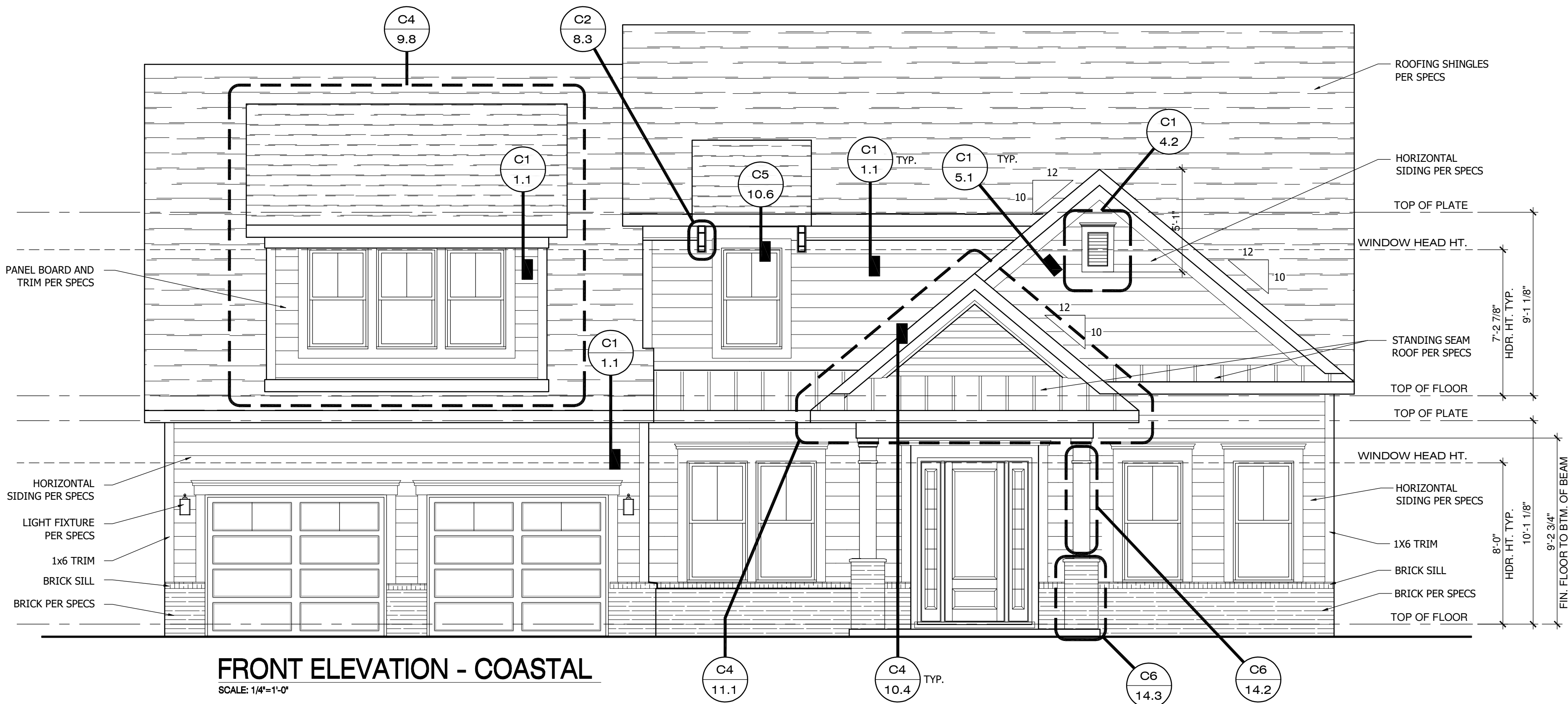
LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"

FIELDING HOMES

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ELEVATION C - COASTAL

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
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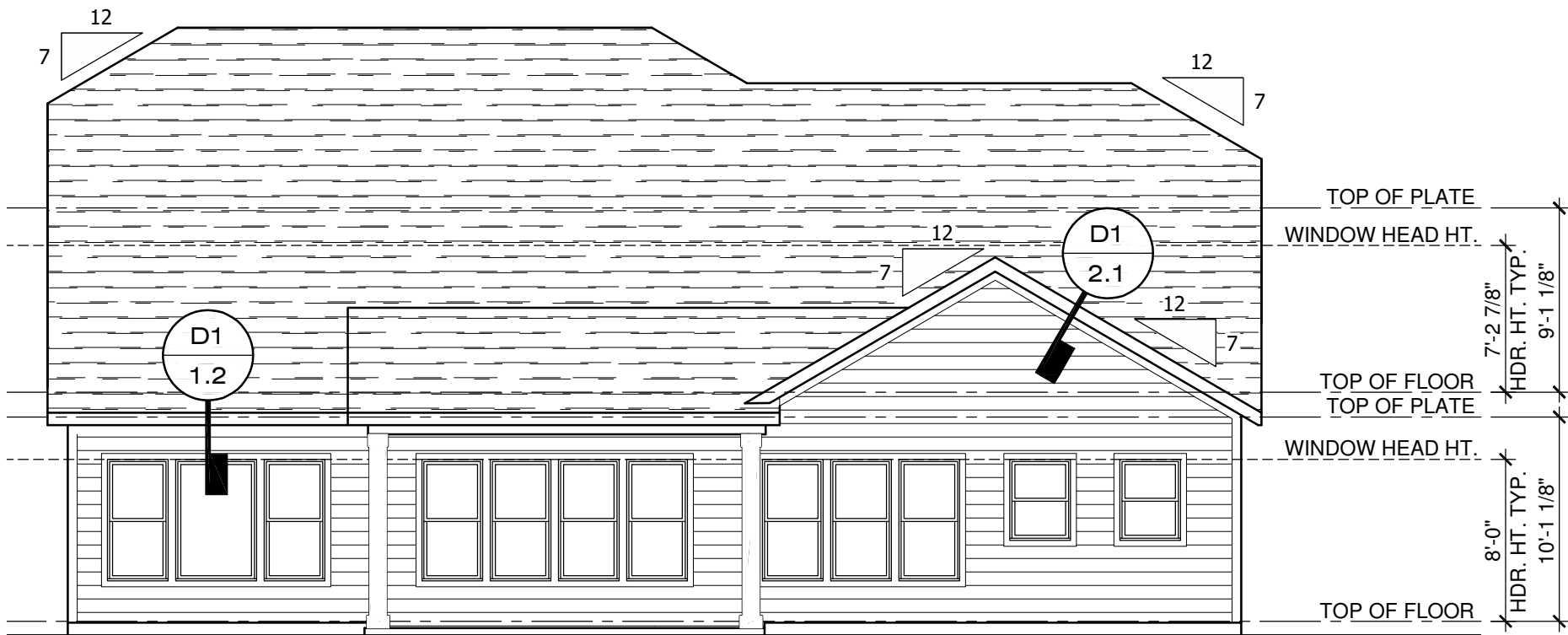
GARAGE HANDING
LEFT

PLAN NUMBER
5802

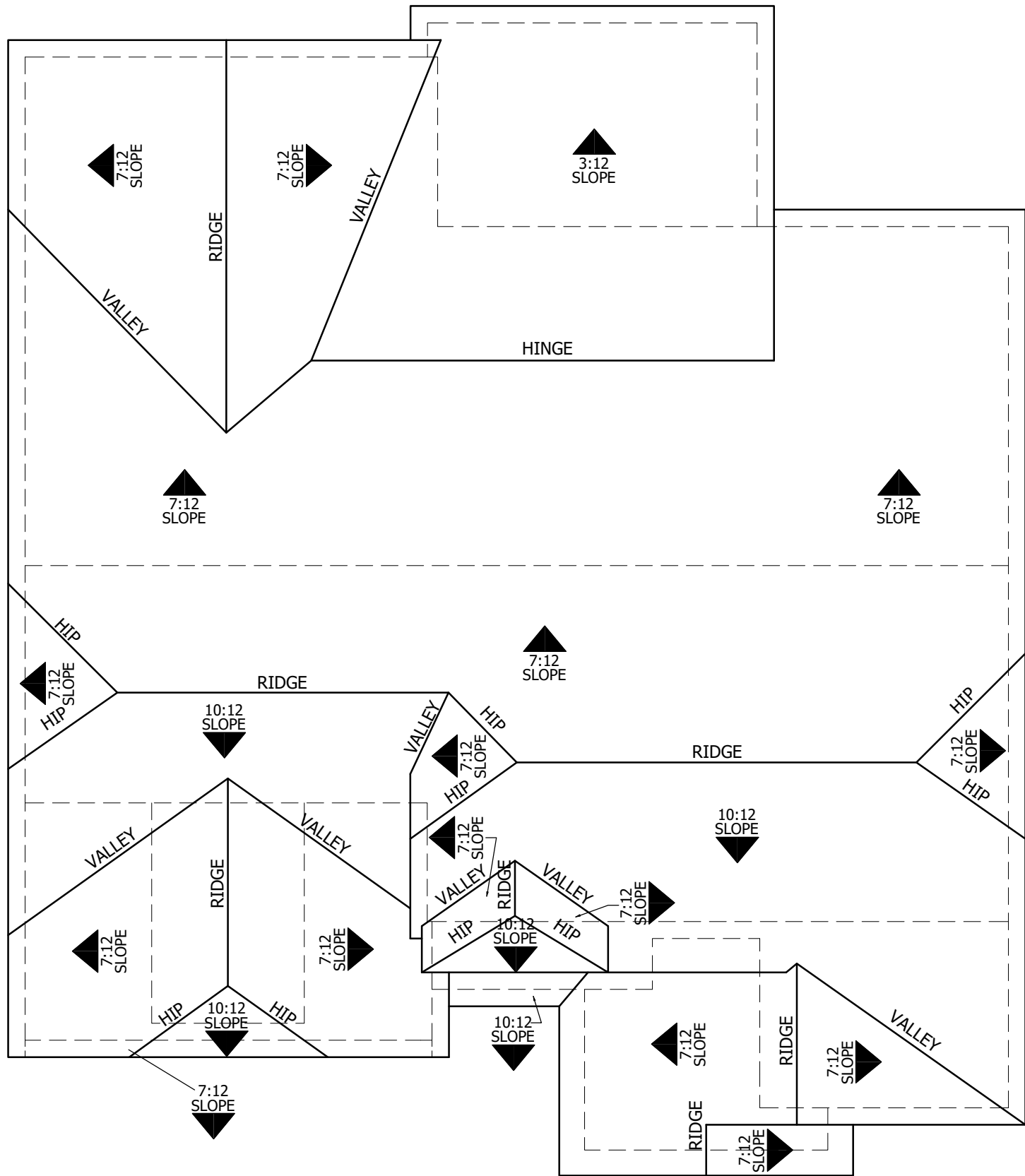
SHEET
A2.1C

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 256x4 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

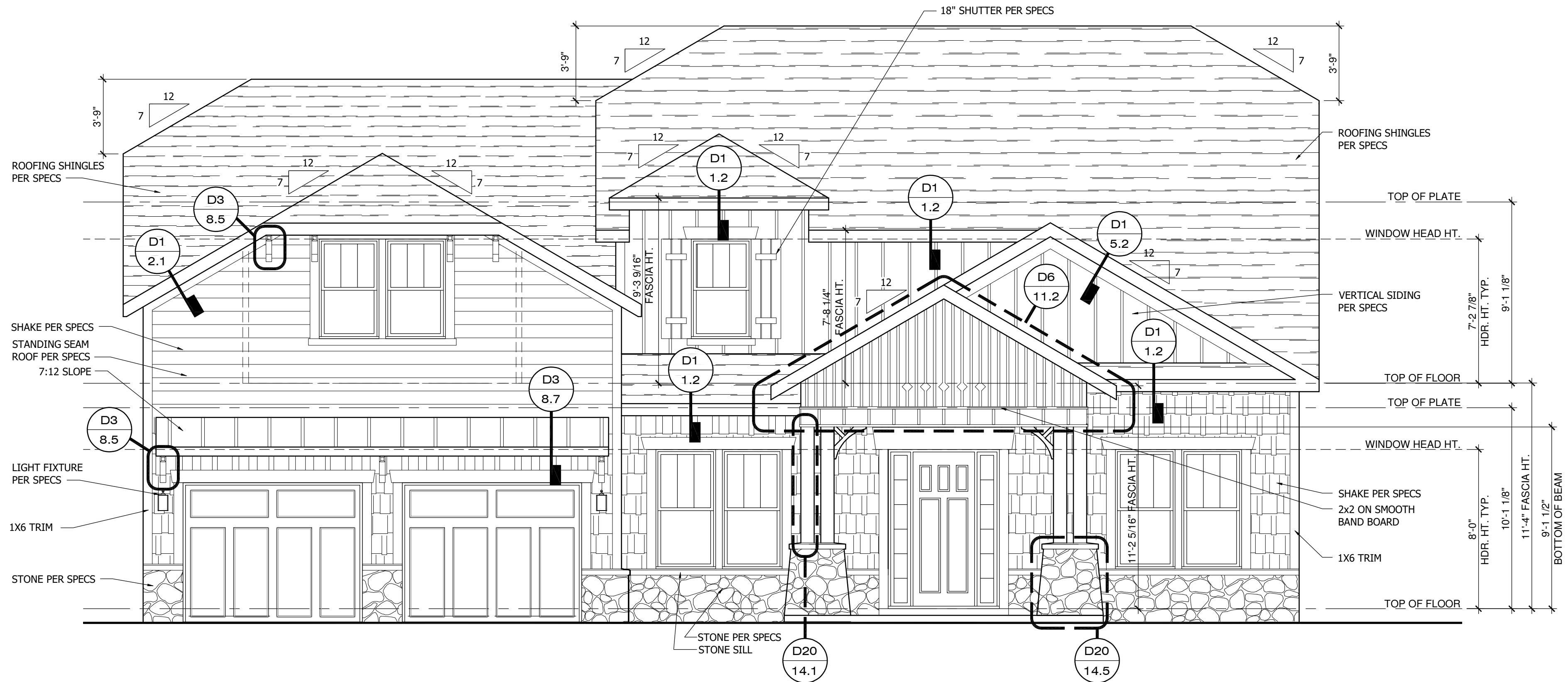
NOTES: SEE SHEET D2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D20 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - 1x6 WRAP - TYP.



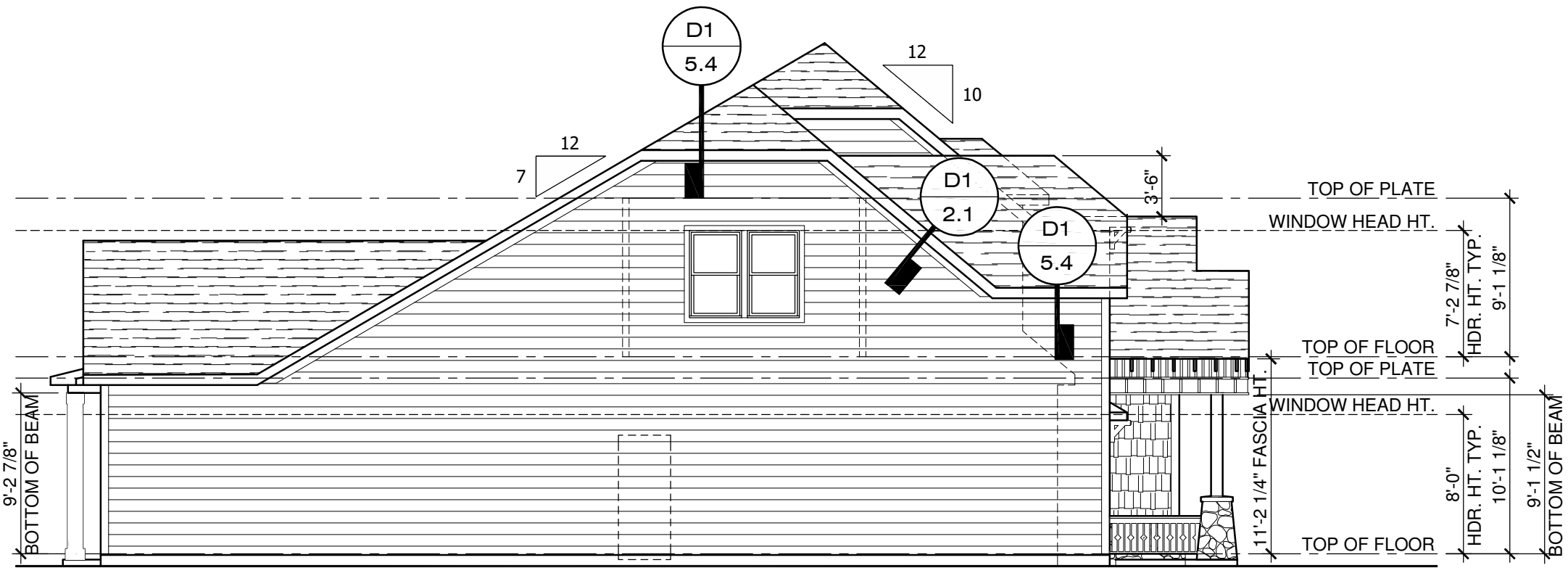
REAR ELEVATION
SCALE: 1/8"=1'-0"



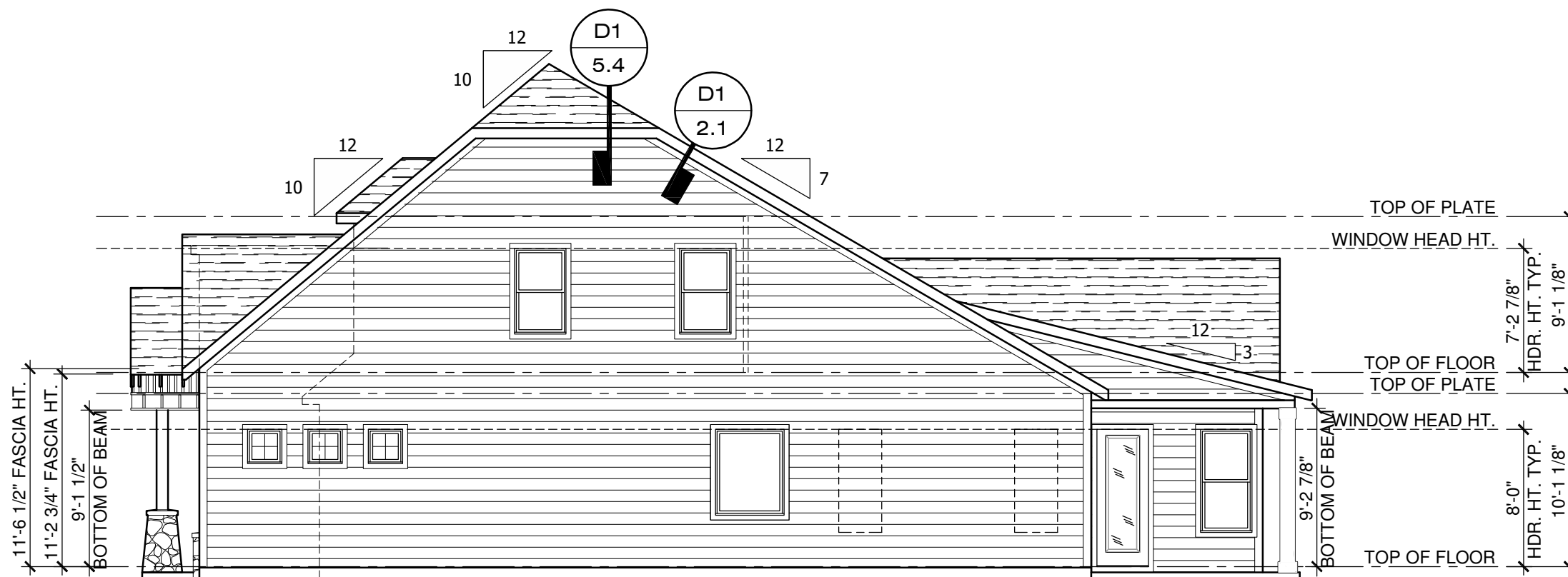
ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS & CRAFTS
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"

FIELDING HOMES

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ELEVATION D - SOUTHERN ARTS & CRAFTS

CONTROL	RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION	
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GARAGE HANDING
LEFT

PLAN NUMBER
5802

SHEET

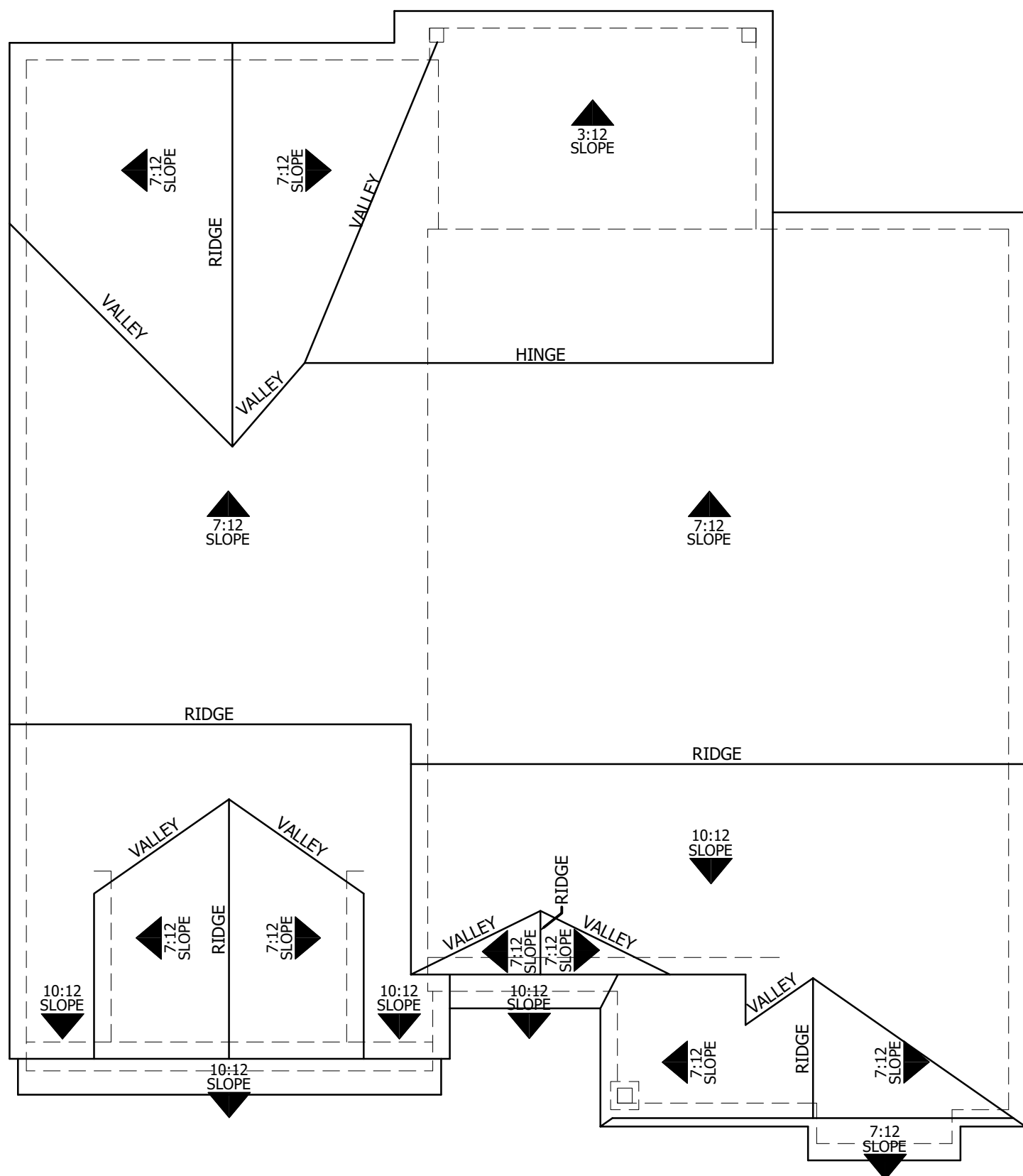
A2.1D

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

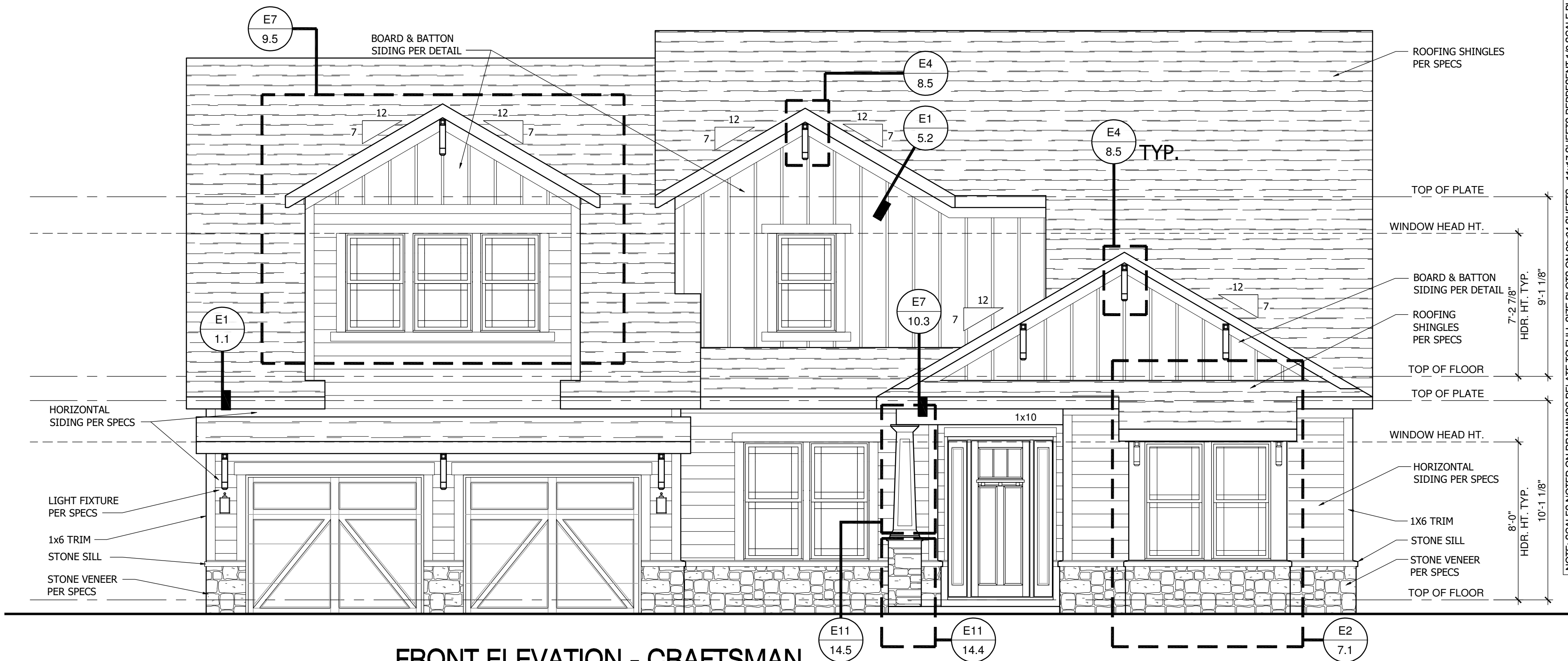
NOTES: SEE SHEET E2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E11 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
ALL FRONT DOOR TRIM - 1x6 WRAP - TYP.



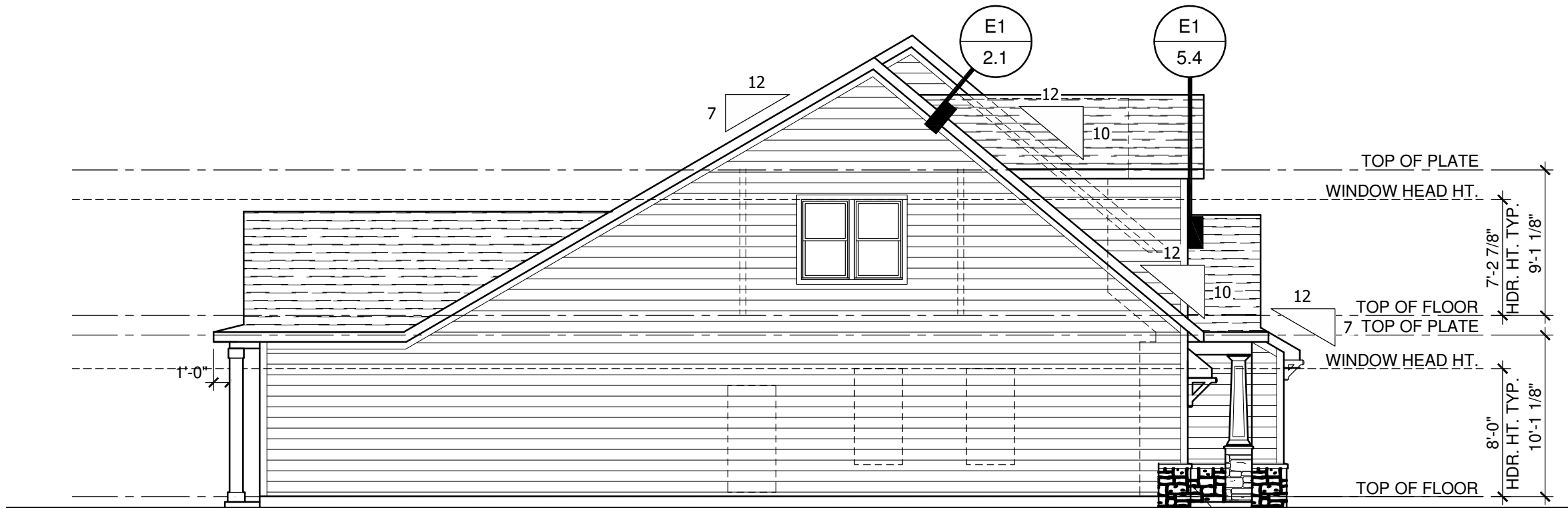
REAR ELEVATION
SCALE: 1/8"=1'-0"



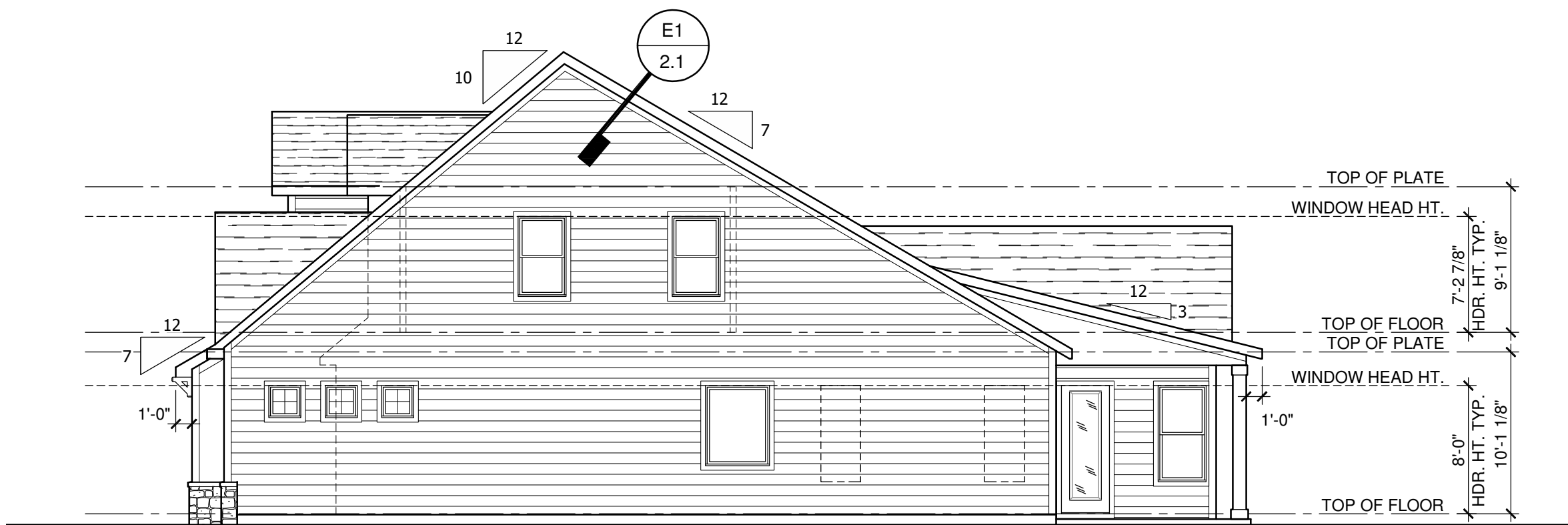
ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"

FIELDING HOMES

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ELEVATION E - CRAFTSMAN

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
1	
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GARAGE HANDING
LEFT

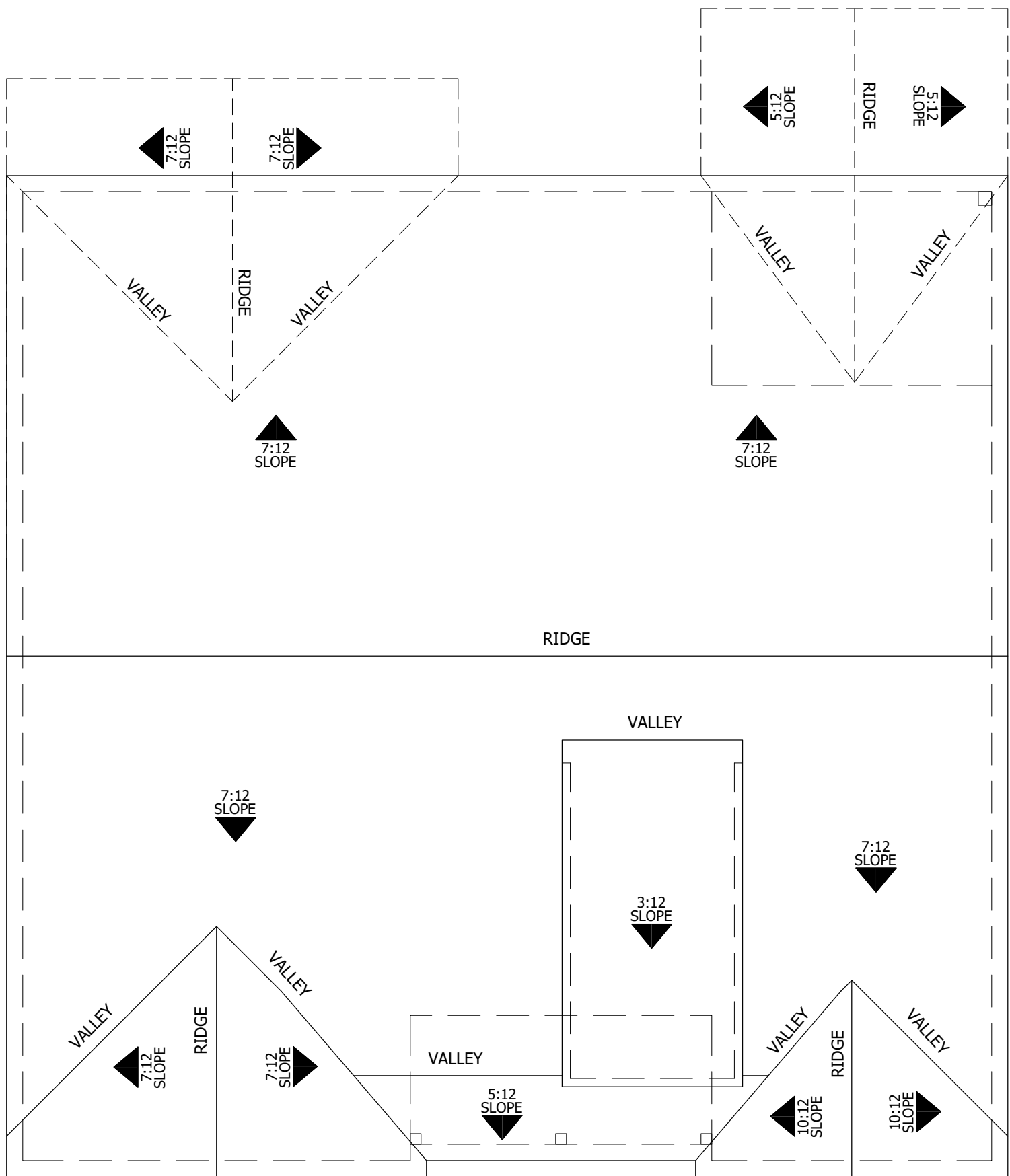
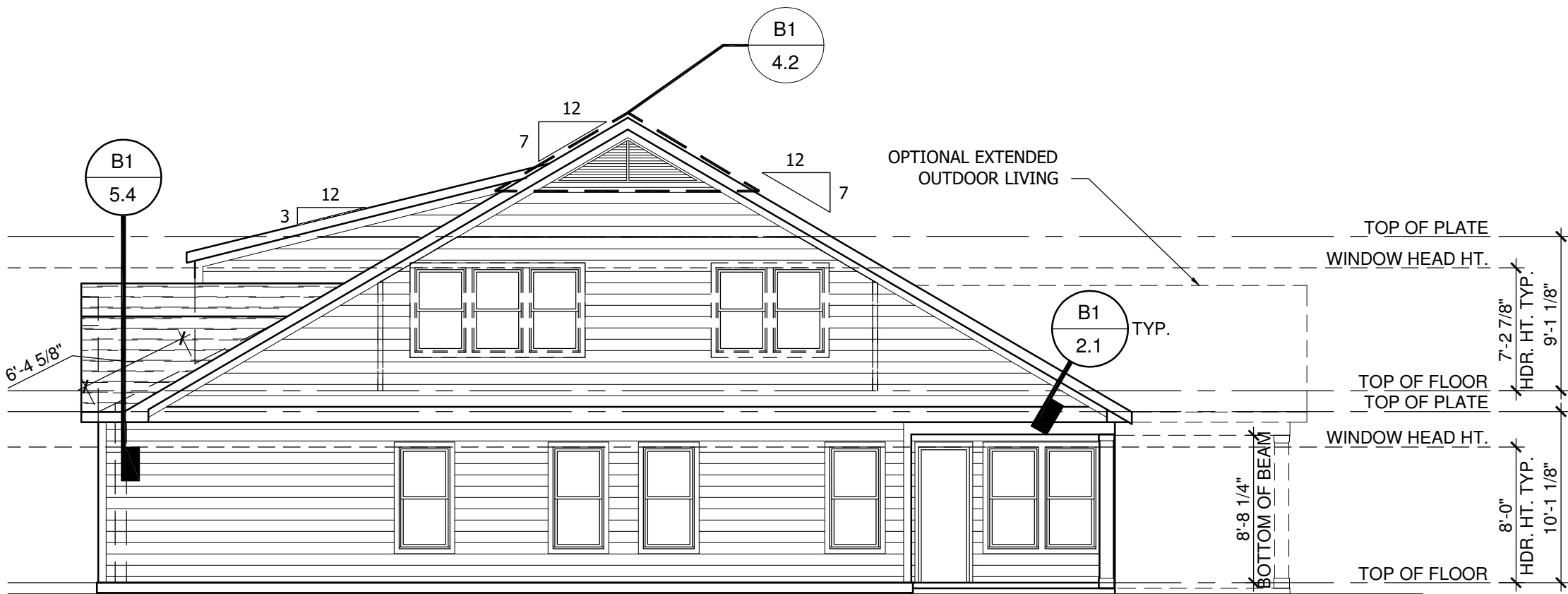
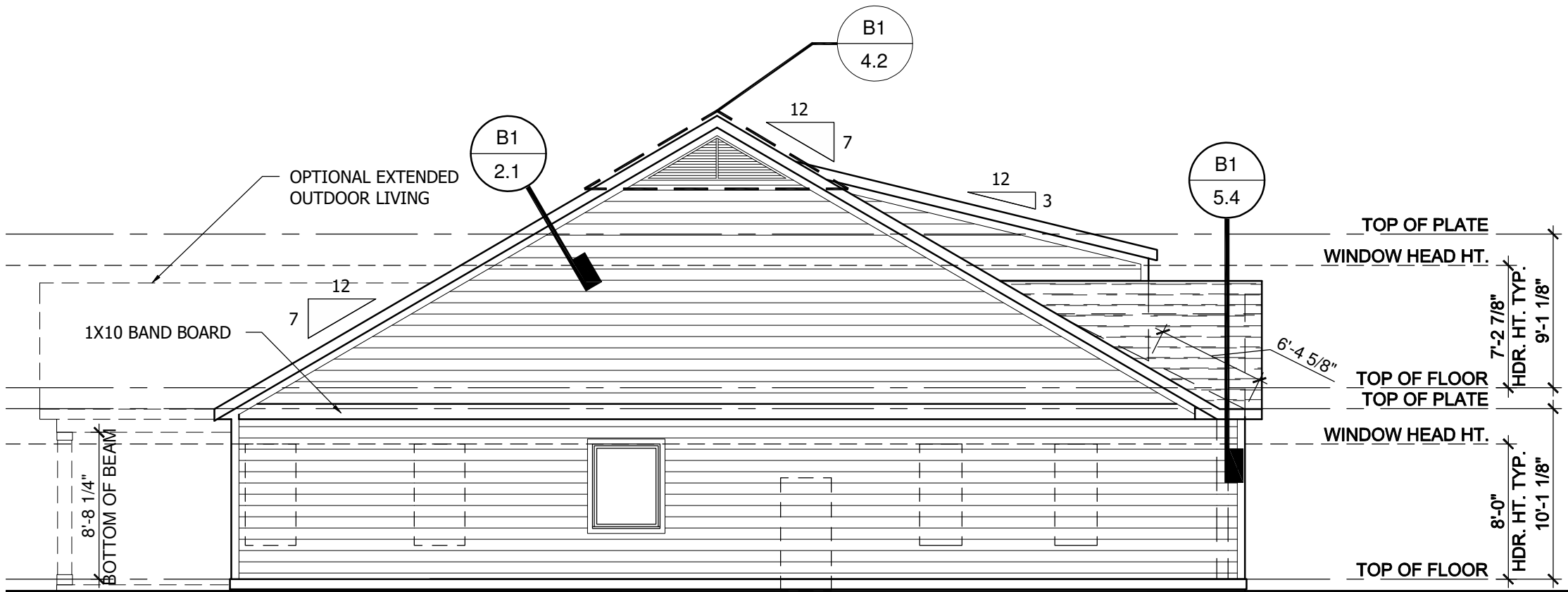
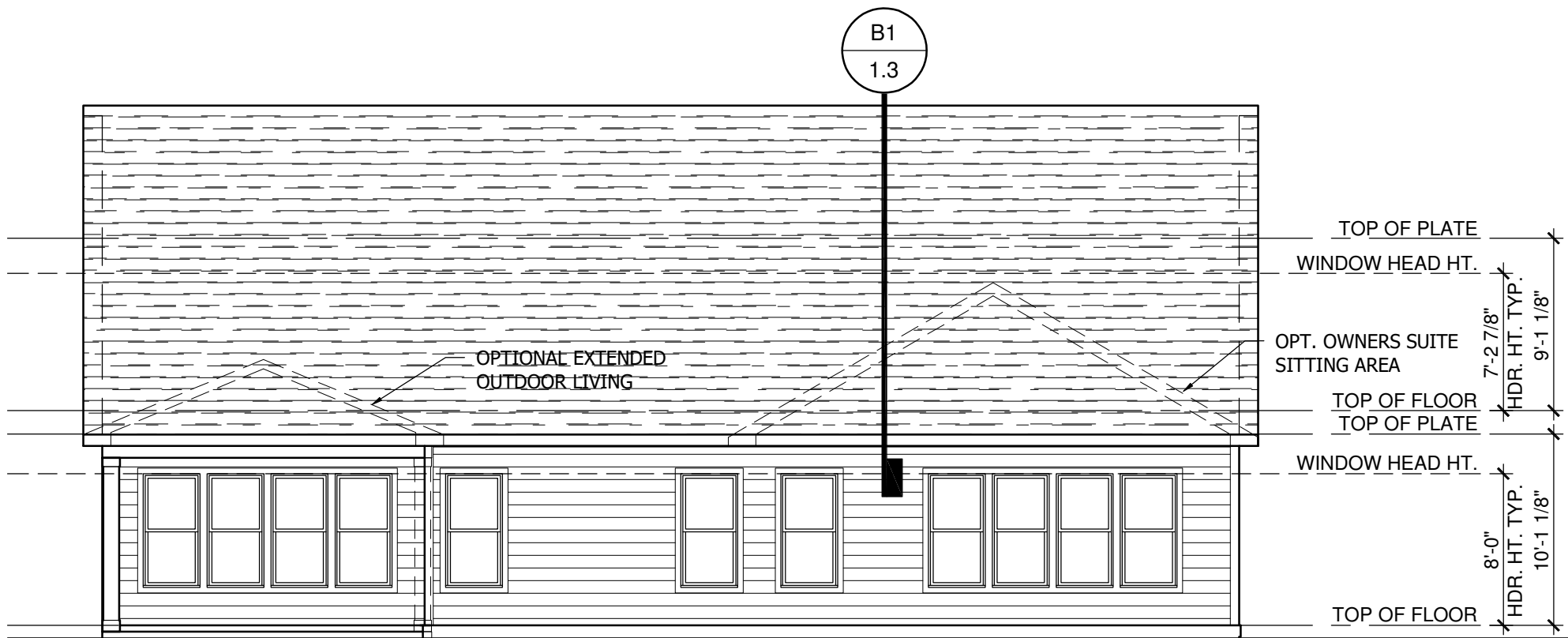
PLAN NUMBER
5802

SHEET

A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 25x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES: SEE SHEET B2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B8 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



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ELEVATION B - PLANK COTTAGE

CONTROL
RELEASE DATE: 06-01-16
REV # DATE/DESCRIPTION

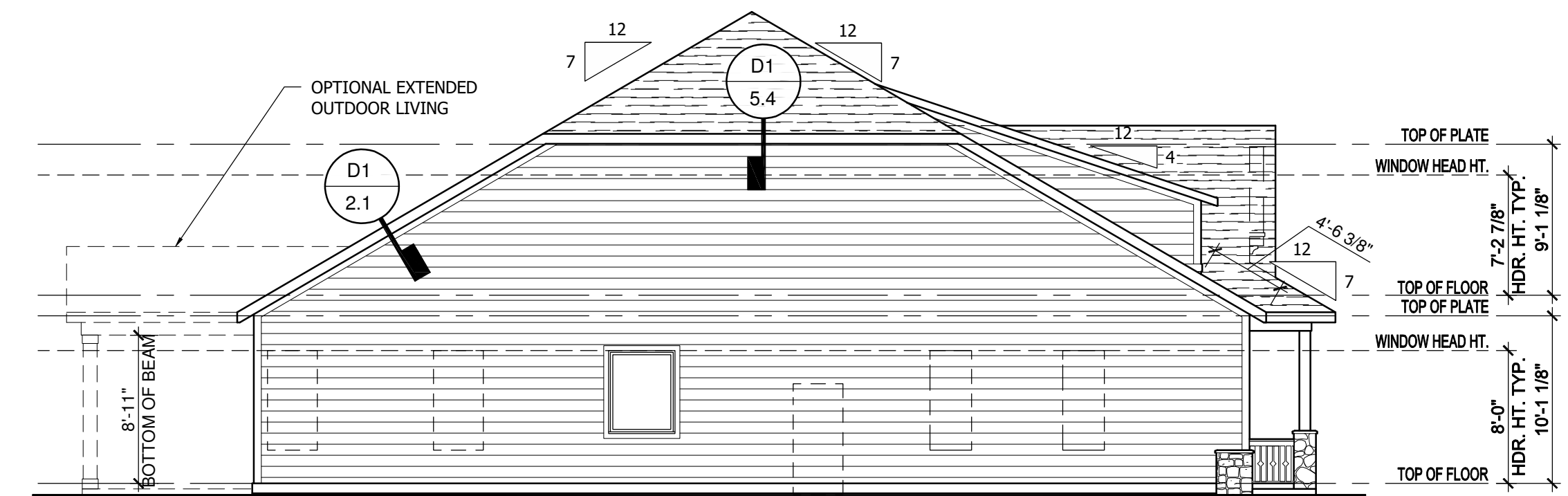
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GARAGE HANDING
LEFT

PLAN NUMBER
6001

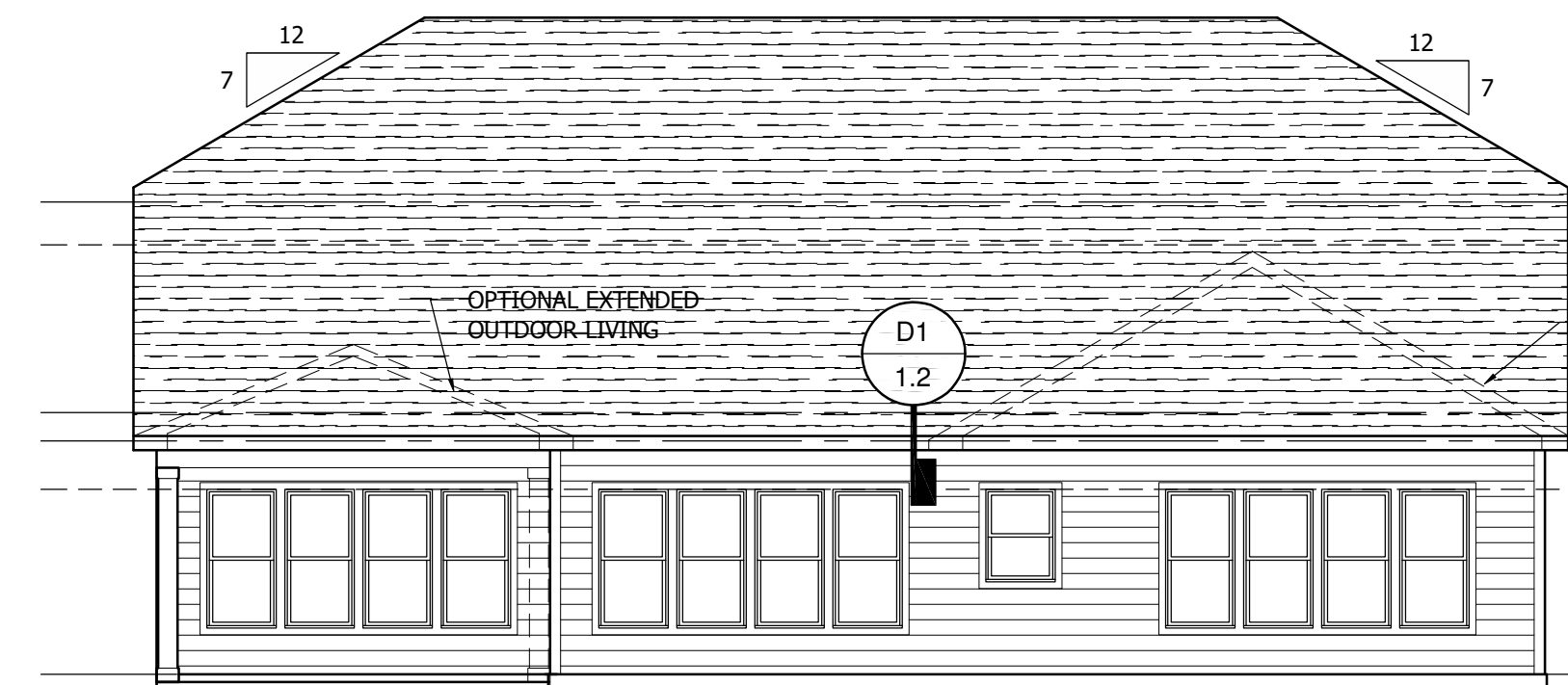
SHEET
A2.1B

NOTES: SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



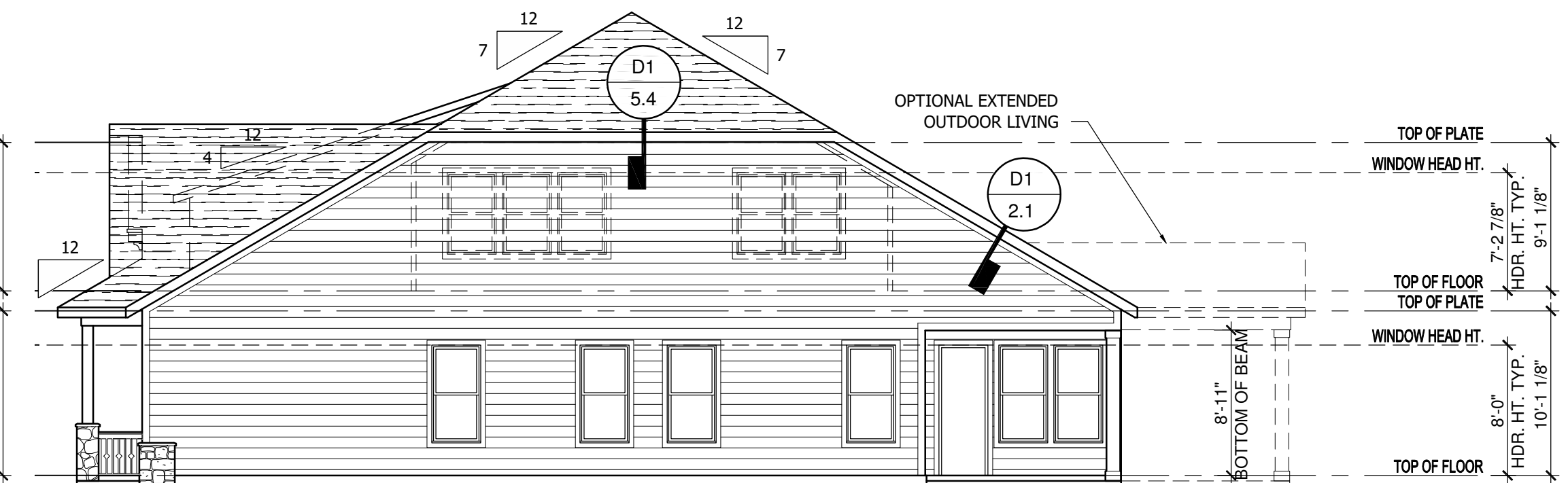
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



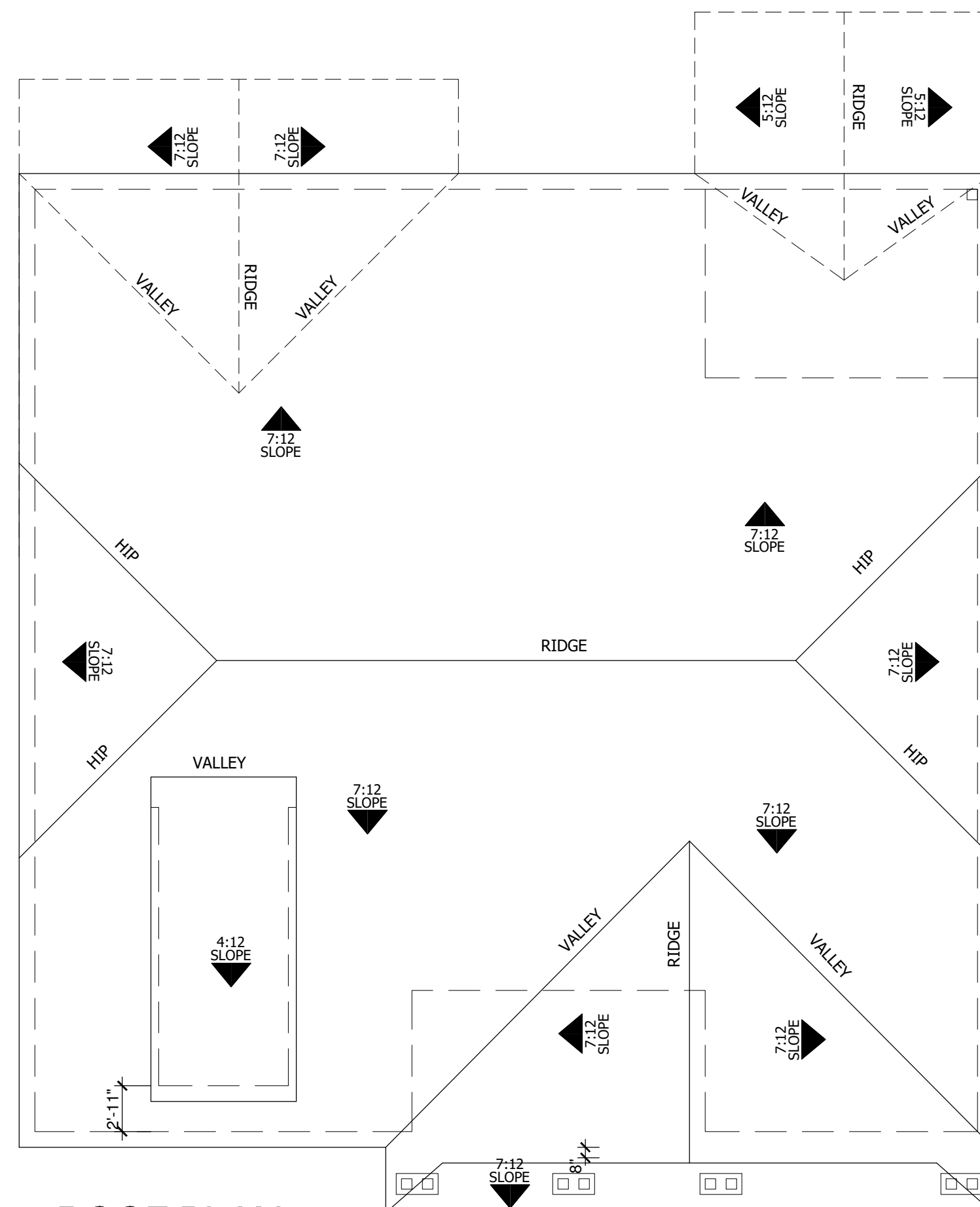
REAR ELEVATION

SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS AND CRAFTS

SCALE: 1/4"=1'-0"

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ELEVATION D - SOUTHERN ARTS & CRAFTS

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WAREHOUSE HANDLING
LEFT






PLAN NUMBER
6001

SHEET

A2.1D

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CONTROL	
RELEASE DATE:	06-01-16
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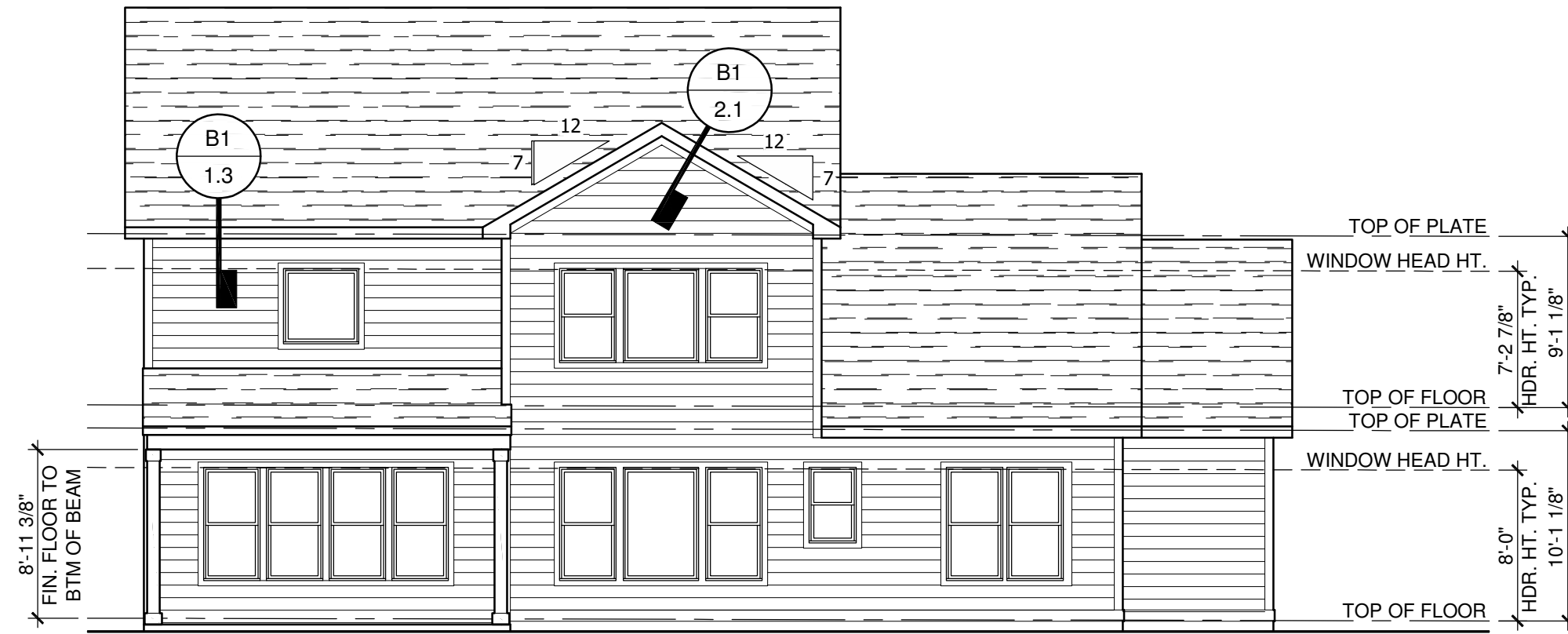
WAREHOUSE HANDLING
LEFT

PLAN NUMBER
6001

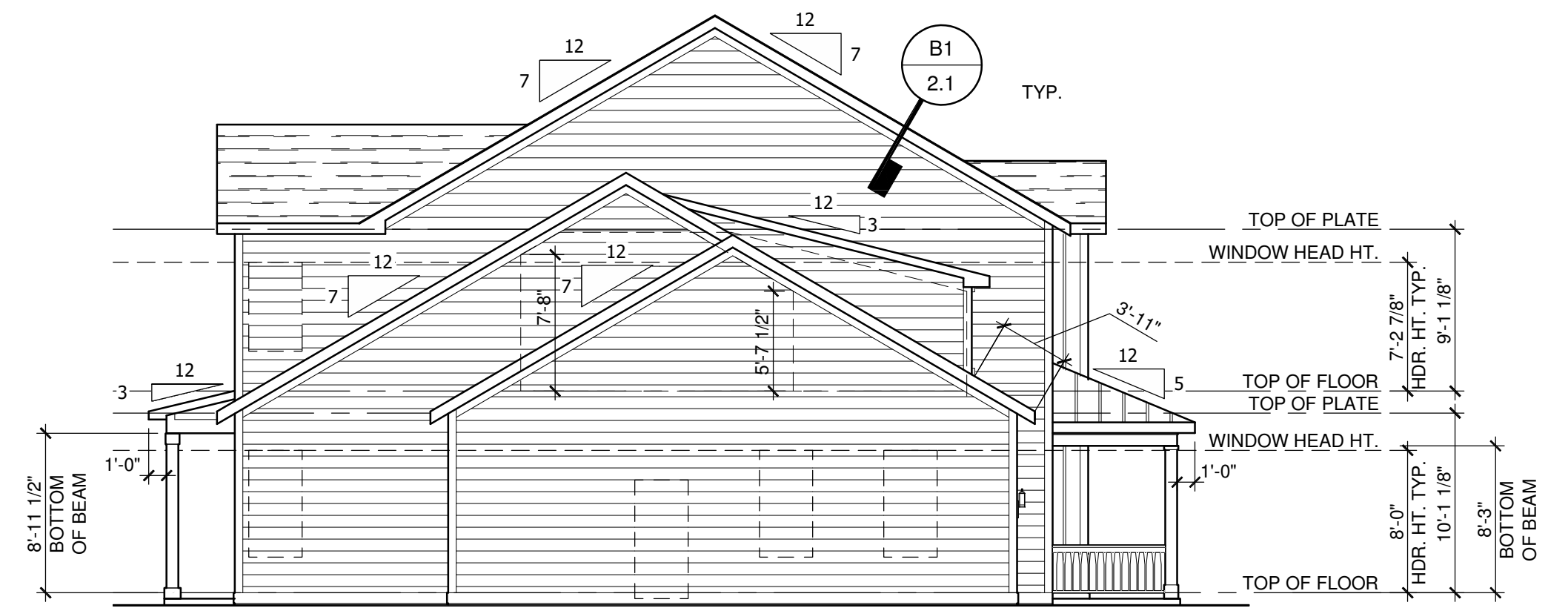
SHEET

A2.1D

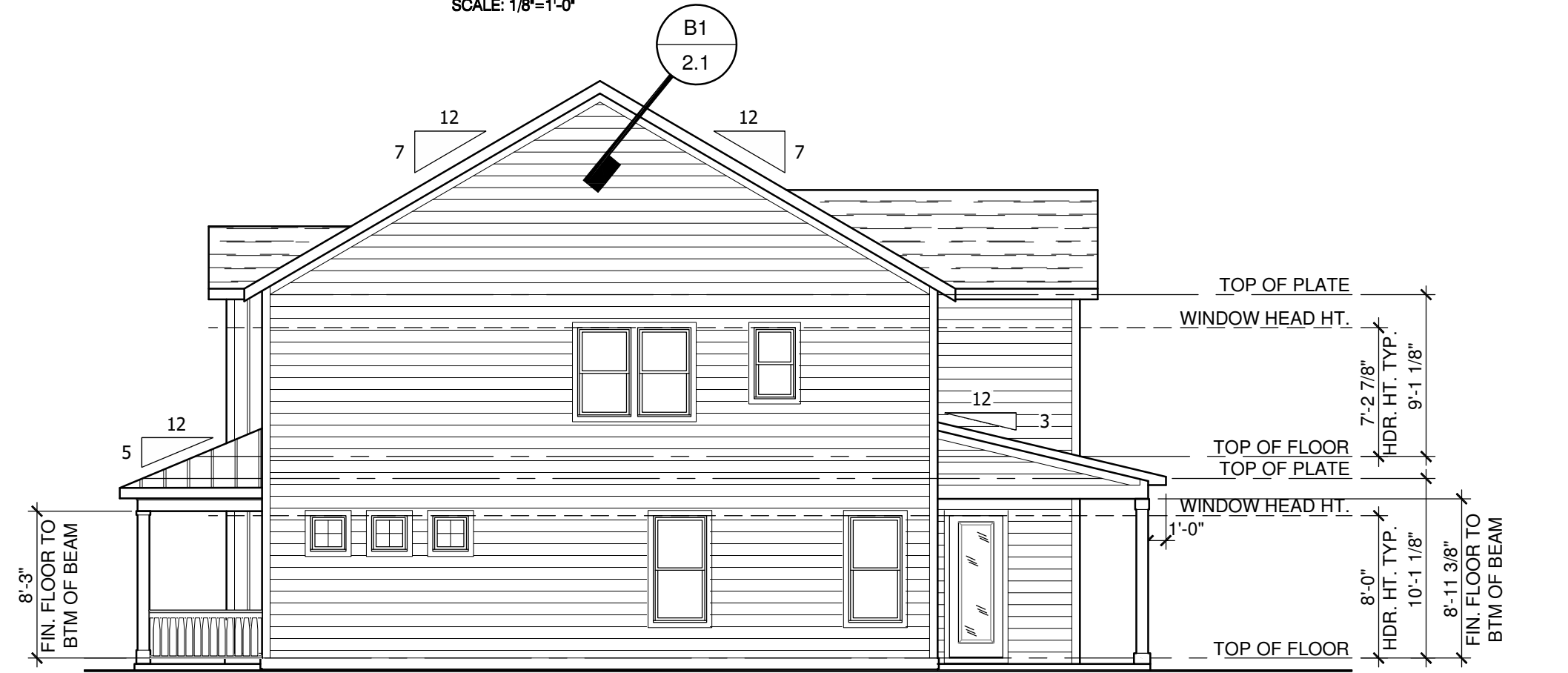
NOTES: SEE SHEET B2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B8 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



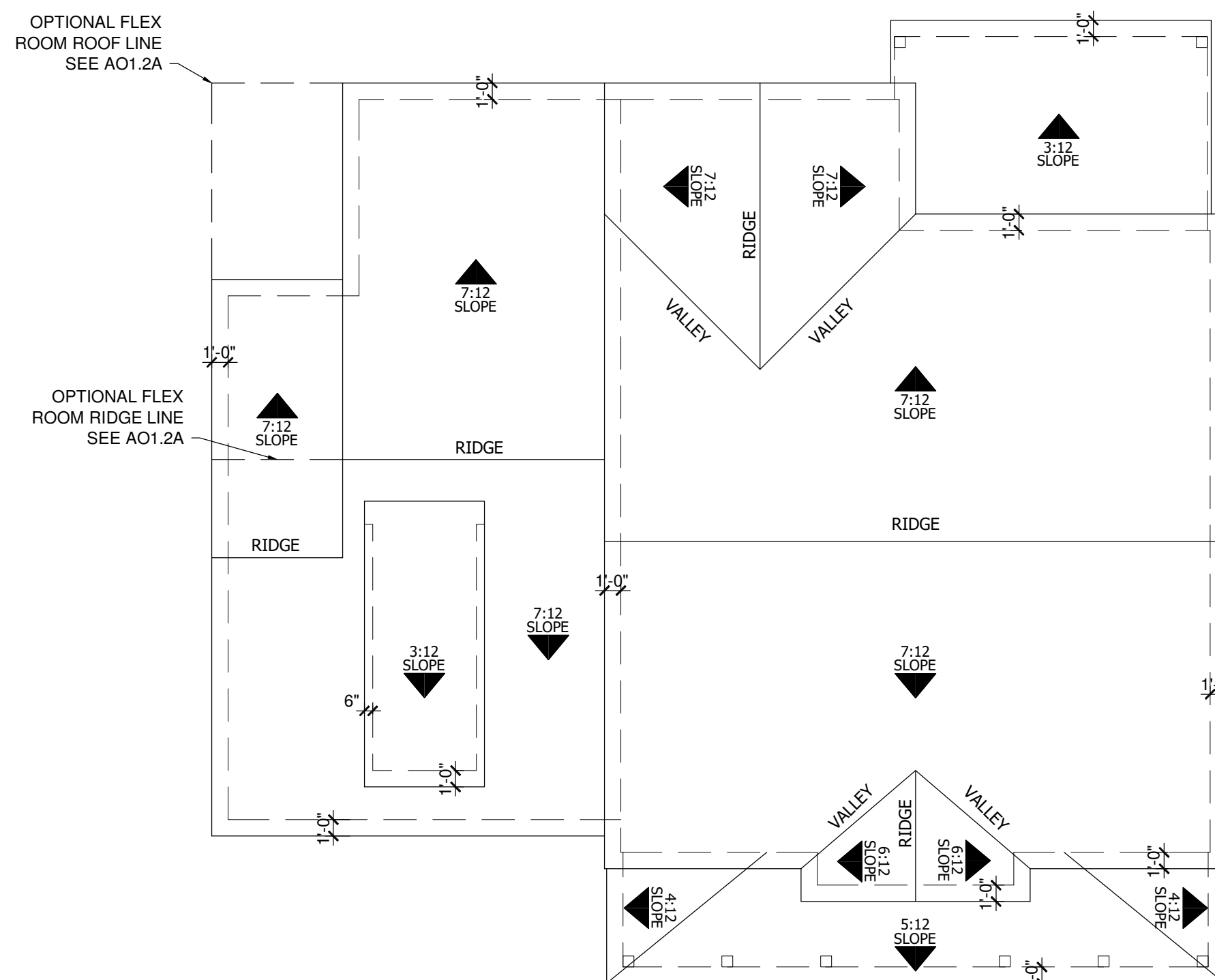
REAR ELEVATION



LEFT SIDE ELEVATION

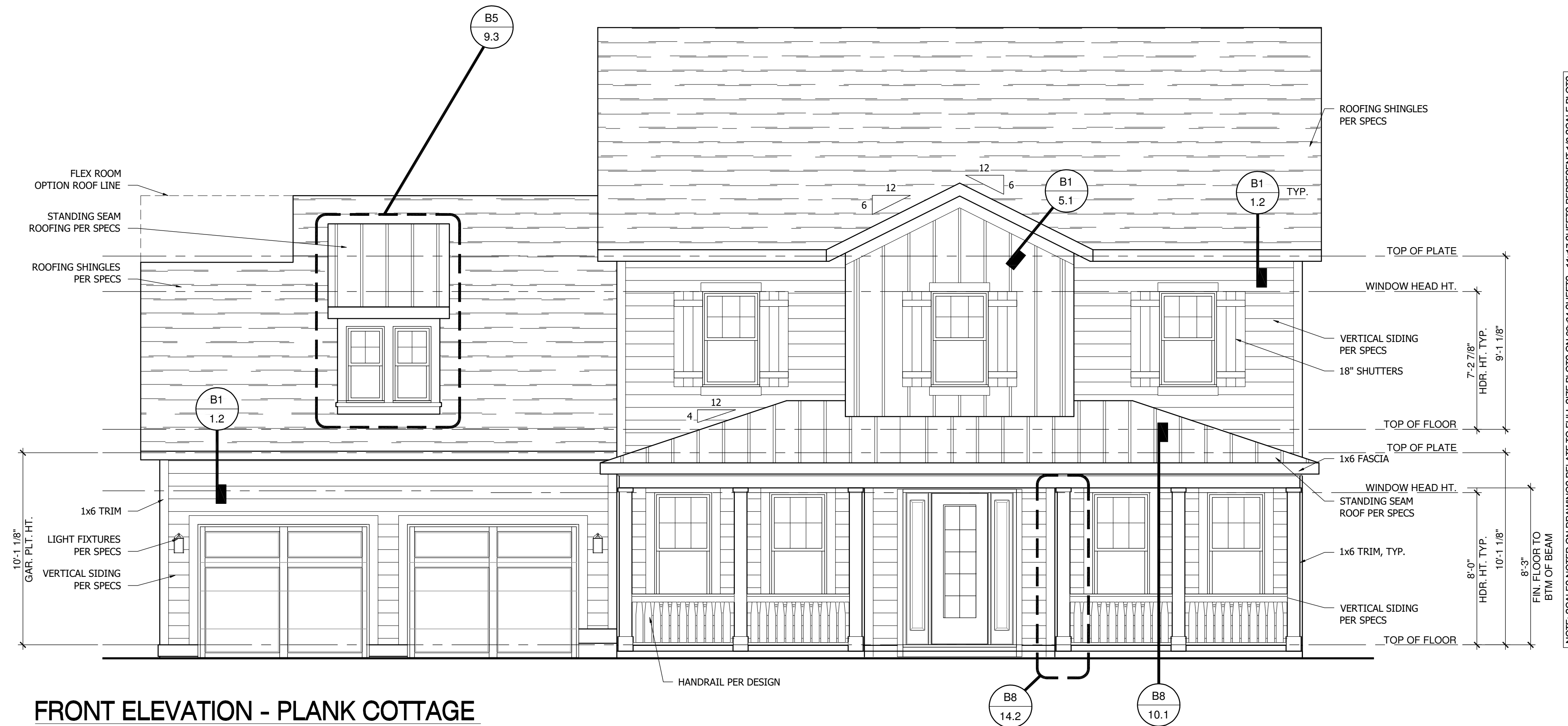


RIGHT SIDE ELEVATION



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE

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ELEVATION B - PLANK COTTAGE

CONTROL	
LEASE DATE:	6-01-16
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ORAGE HANDLING

LEFT

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5003

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A2.1B

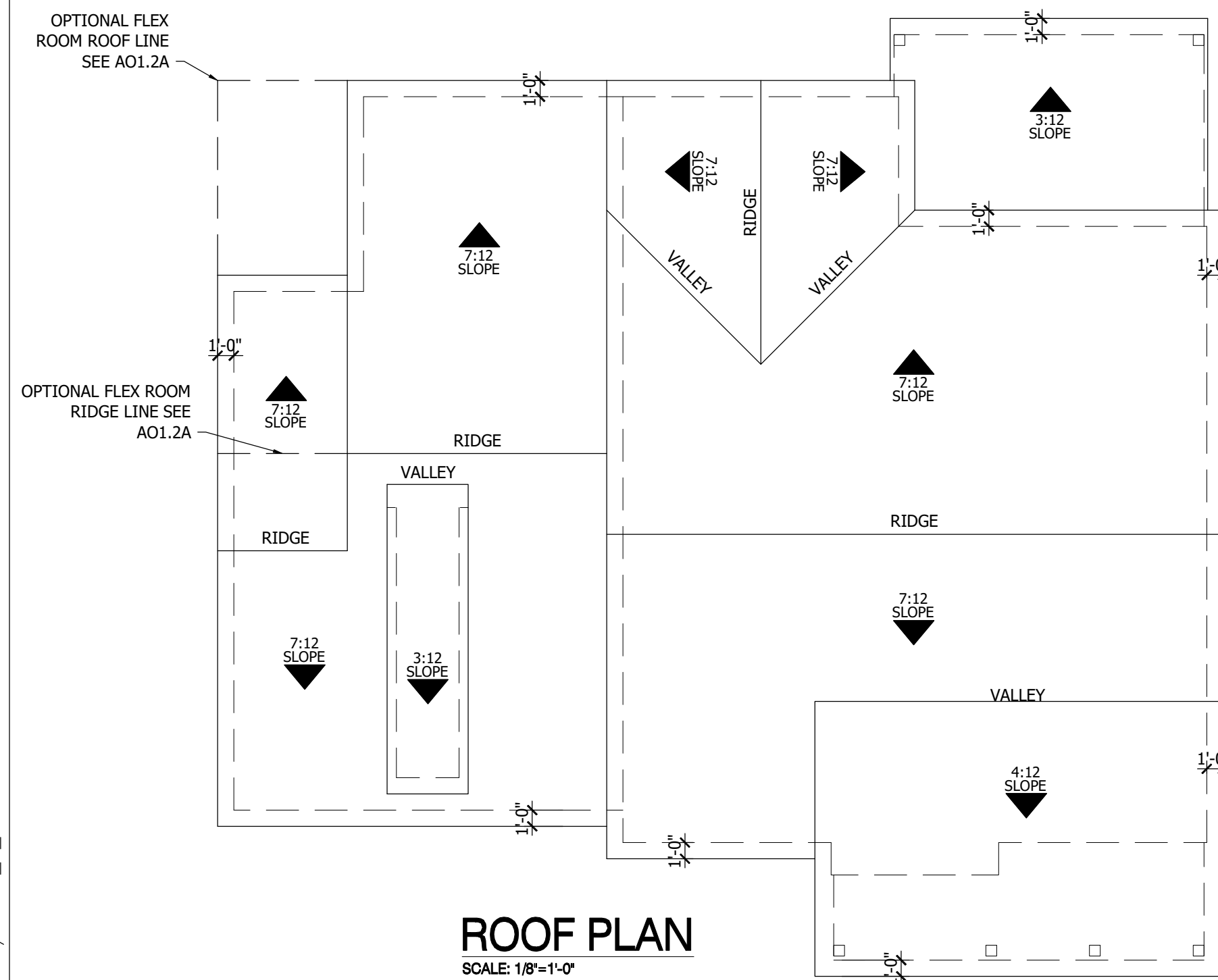
NOTE: WORKERS NOTIFIED ON EMPLOYING FACILITY TO OBTAIN SIZE TIGHTER THAN 20X20X20 INCHES - 1/2 DOLLAR FEE

NOTES: SEE SHEET C6 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C6 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



REAR ELEVATION

SCALE: 1/8"=1'-0"

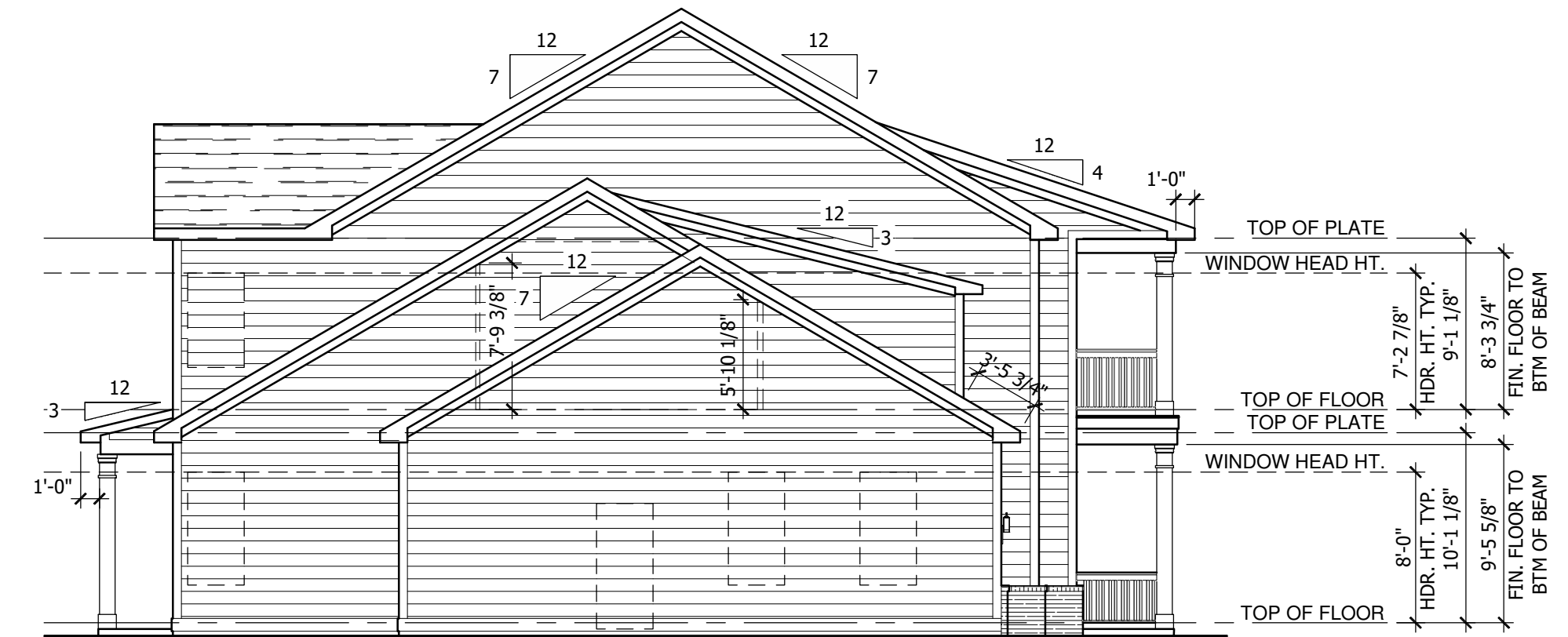


ROOF PLAN

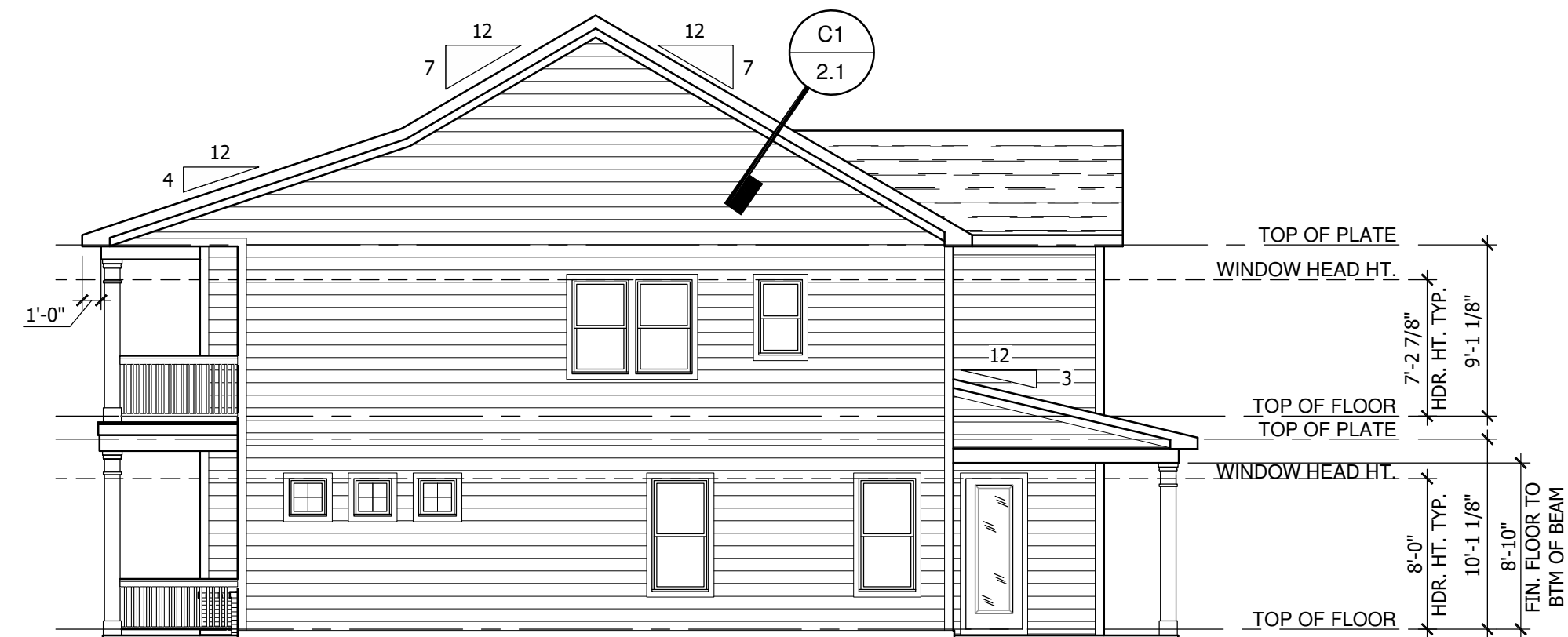
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL




LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

FIELDING HOMES
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ELEVATION C - COASTAL

CONTROL	
RELEASE DATE: 6-01-16	
REV #	DATE / DESCRIPTION
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LEFT

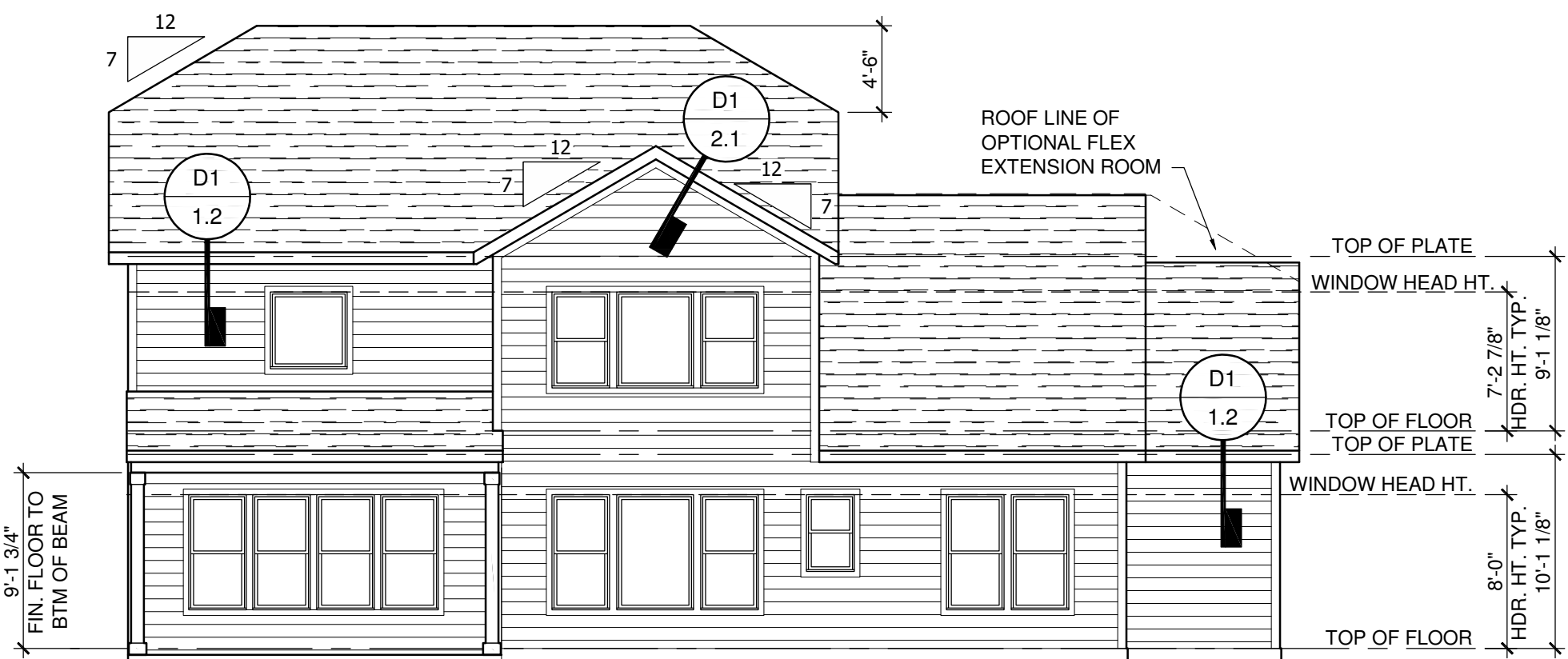
PLAN NUMBER
6003

SHEET

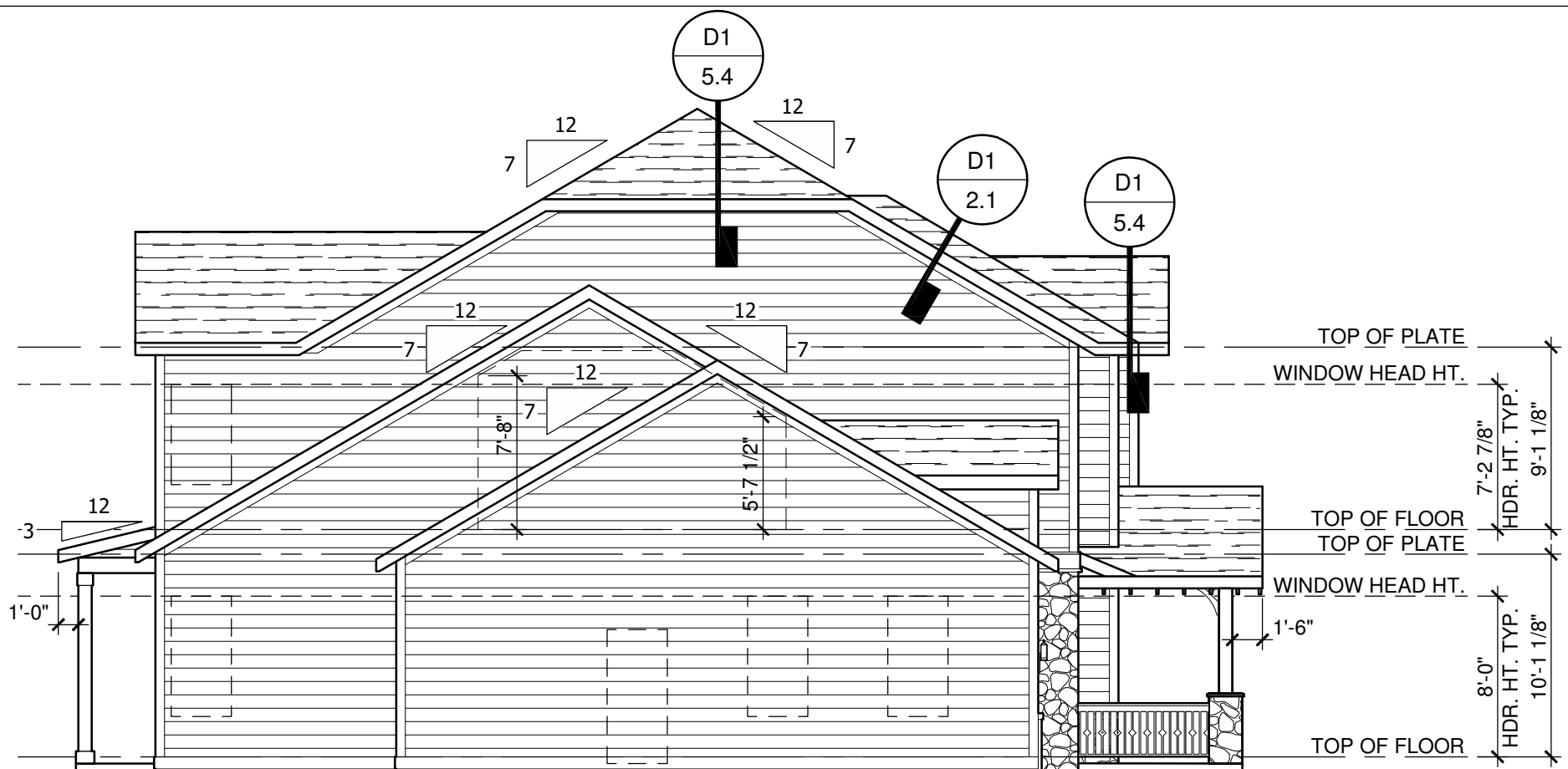
A2.1C

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOIS - 11x17 SHEET S REPRESENT 1/2 SCALE PLOIS

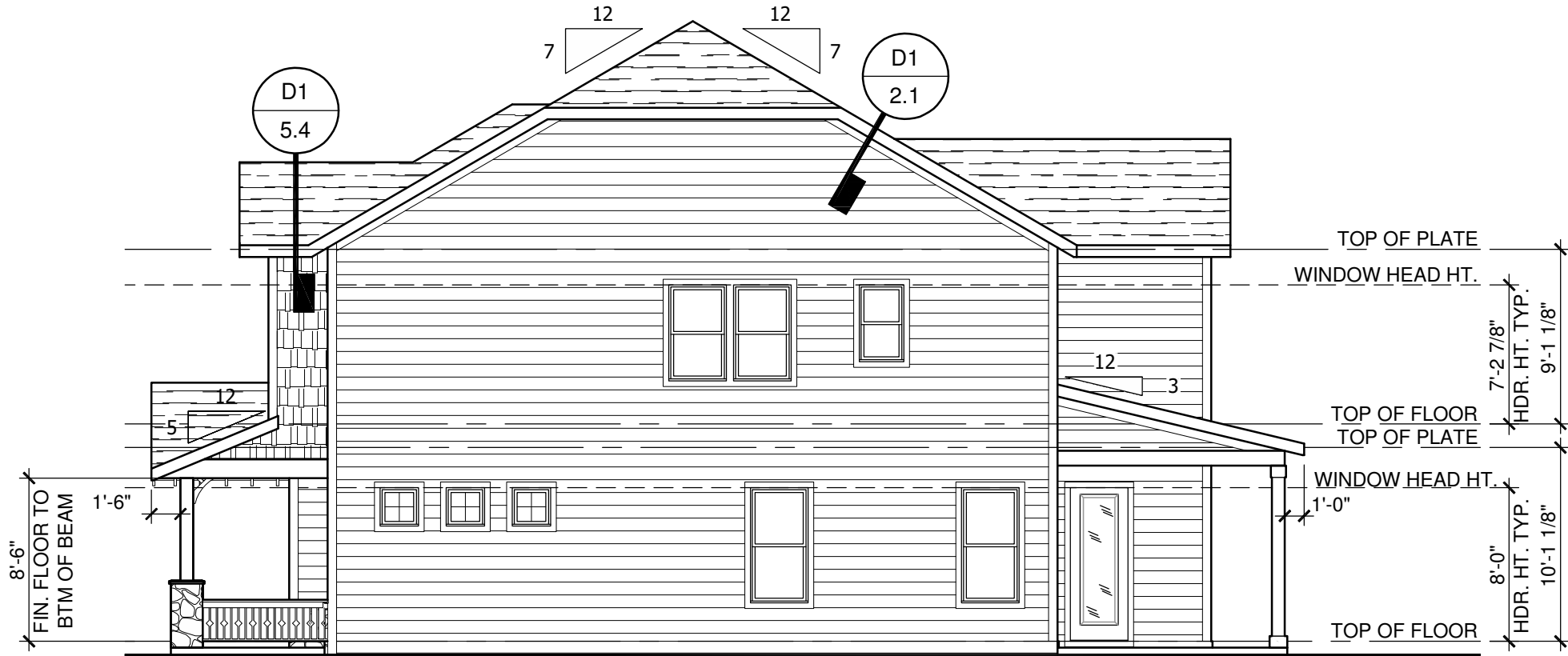
NOTES: SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D20 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS



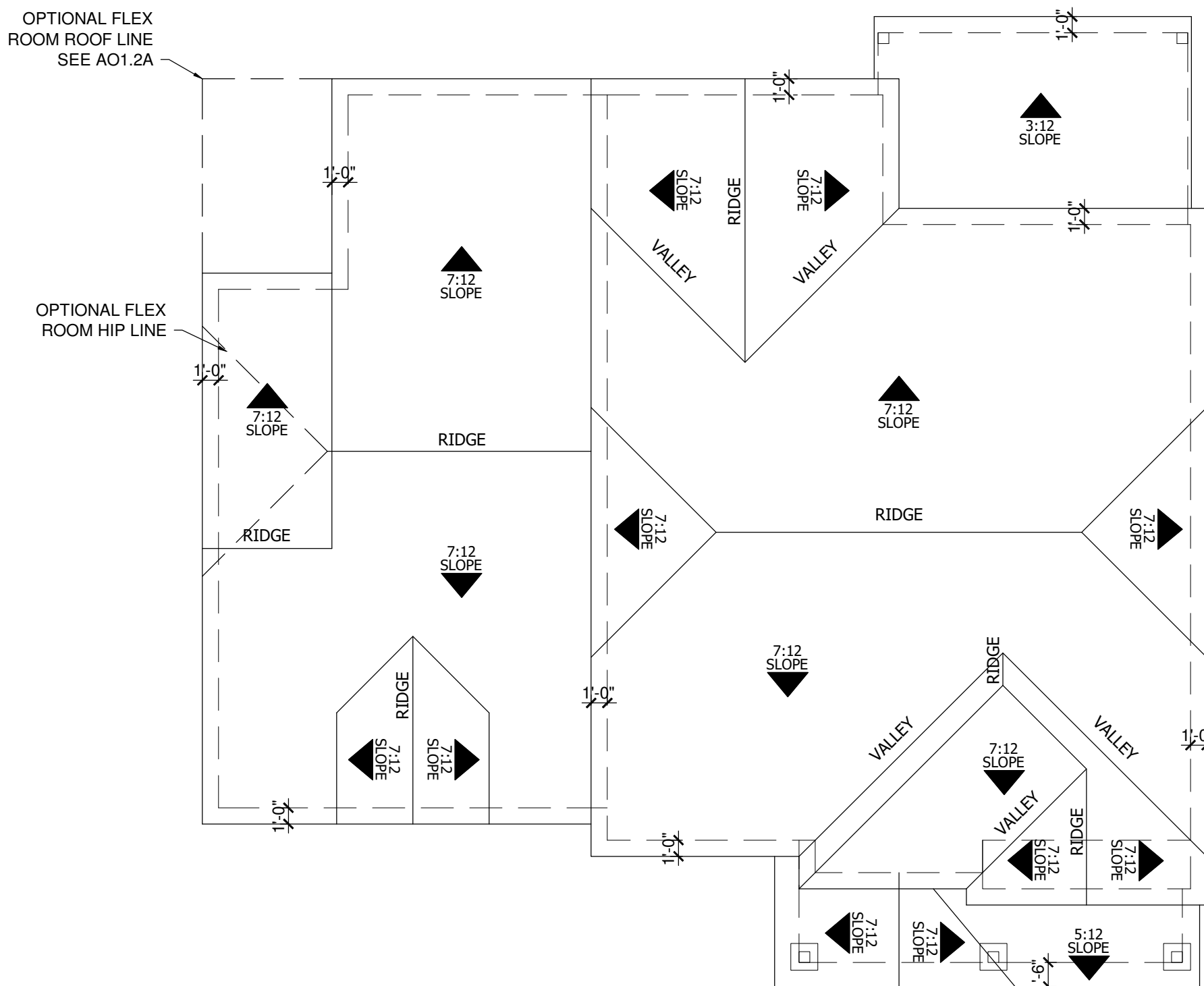
REAR ELEVATION
SCALE: 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS & CRAFTS
SCALE: 1/4"=1'-0"

FIELDING HOMES

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ELEVATION D - SOUTHERN ARTS & CRAFTS

CONTROL RELEASE DATE:	6-01-16
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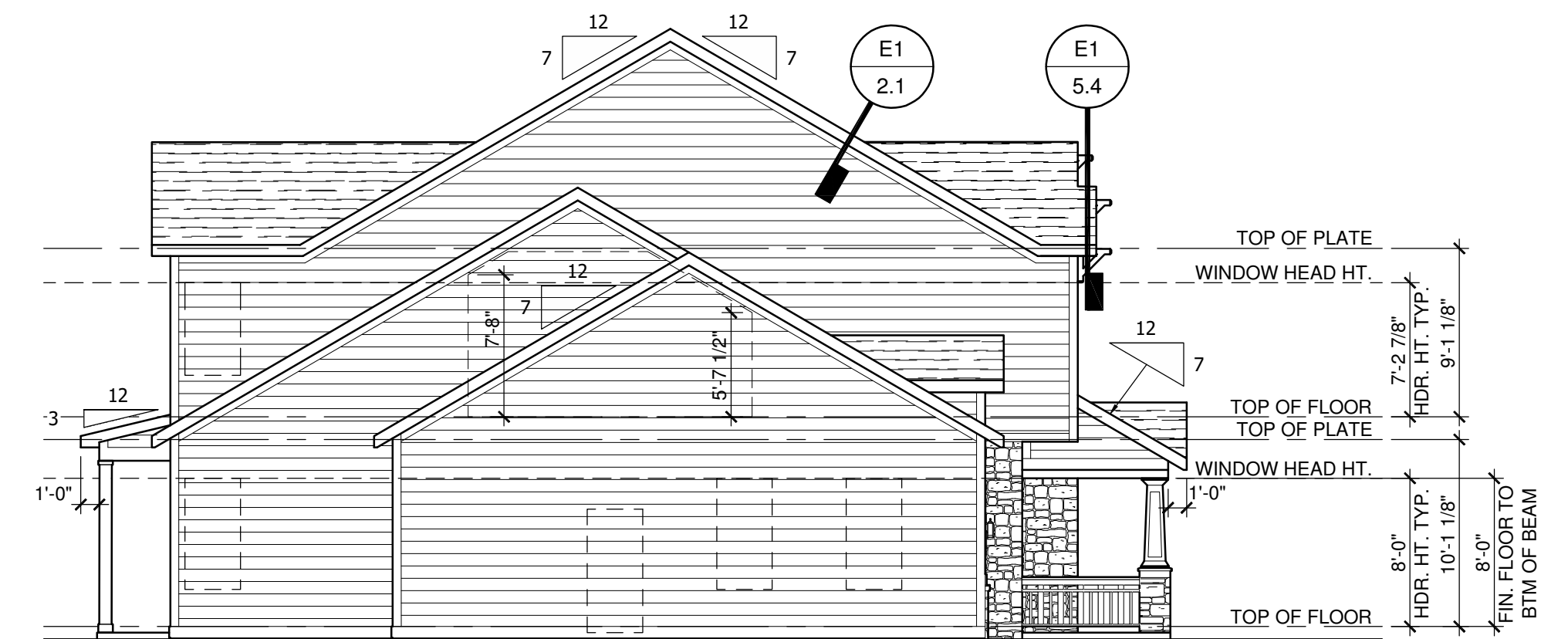
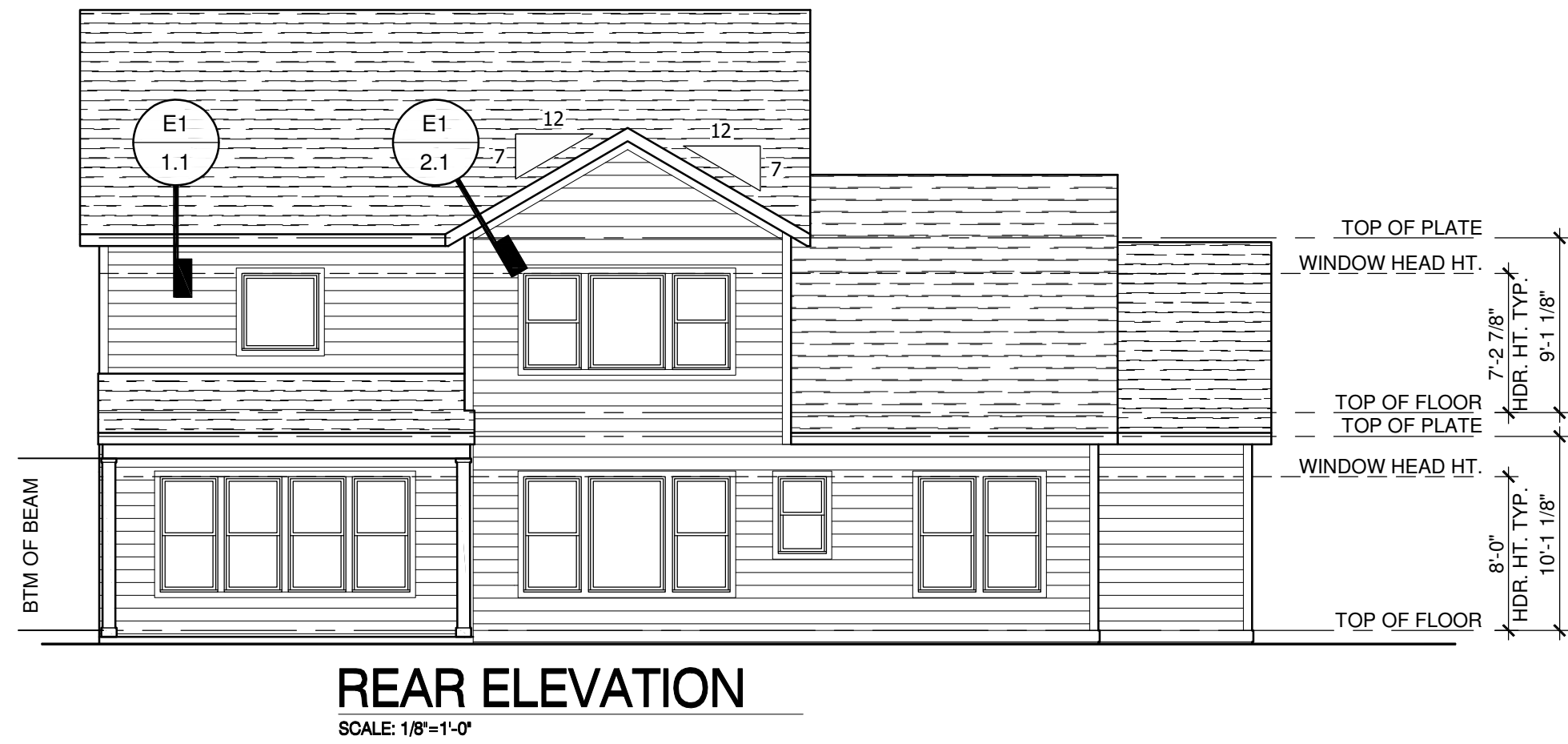
GARAGE HANDING
LEFT

PLAN NUMBER
6003

SHEET

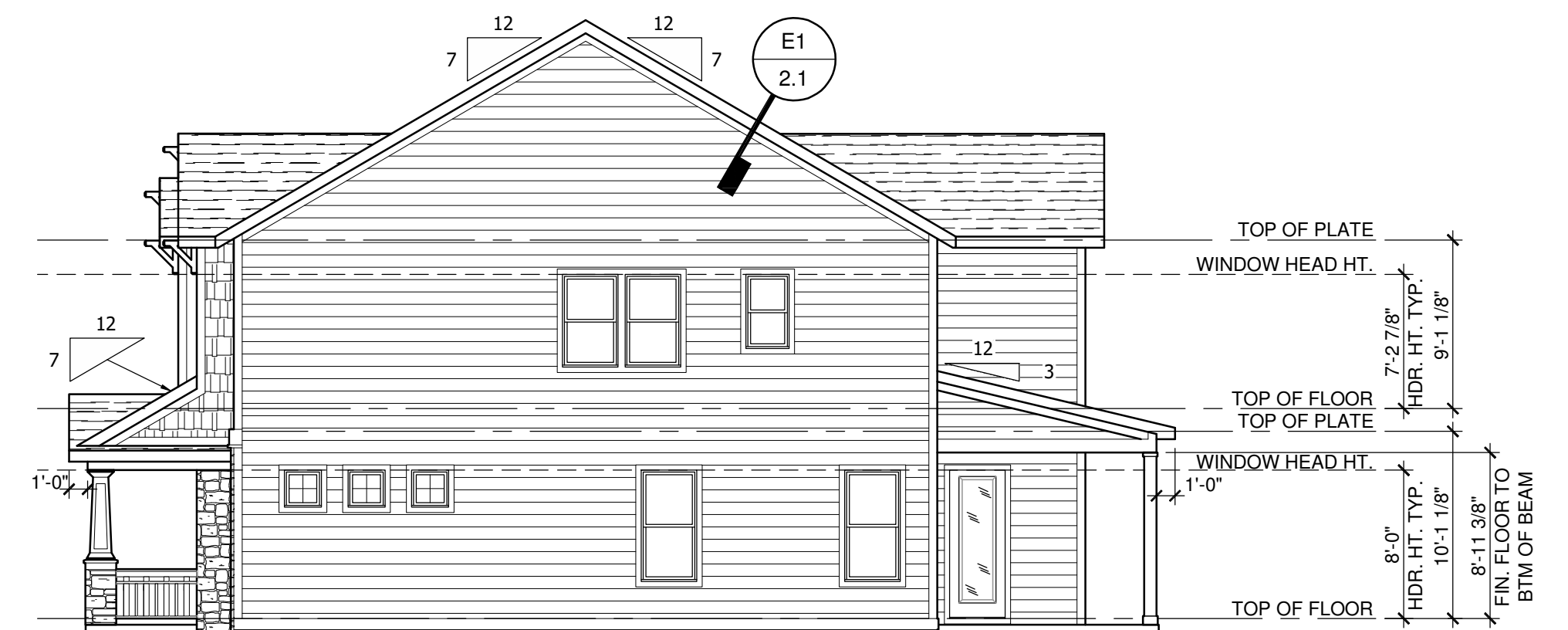
A2.1D

NOTES: SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E10 FOR GARAGE DOOR AND GARAGE DOOR TRIM
DETAILS
SEE SHEET E11 FOR HANDRAIL DETAILS



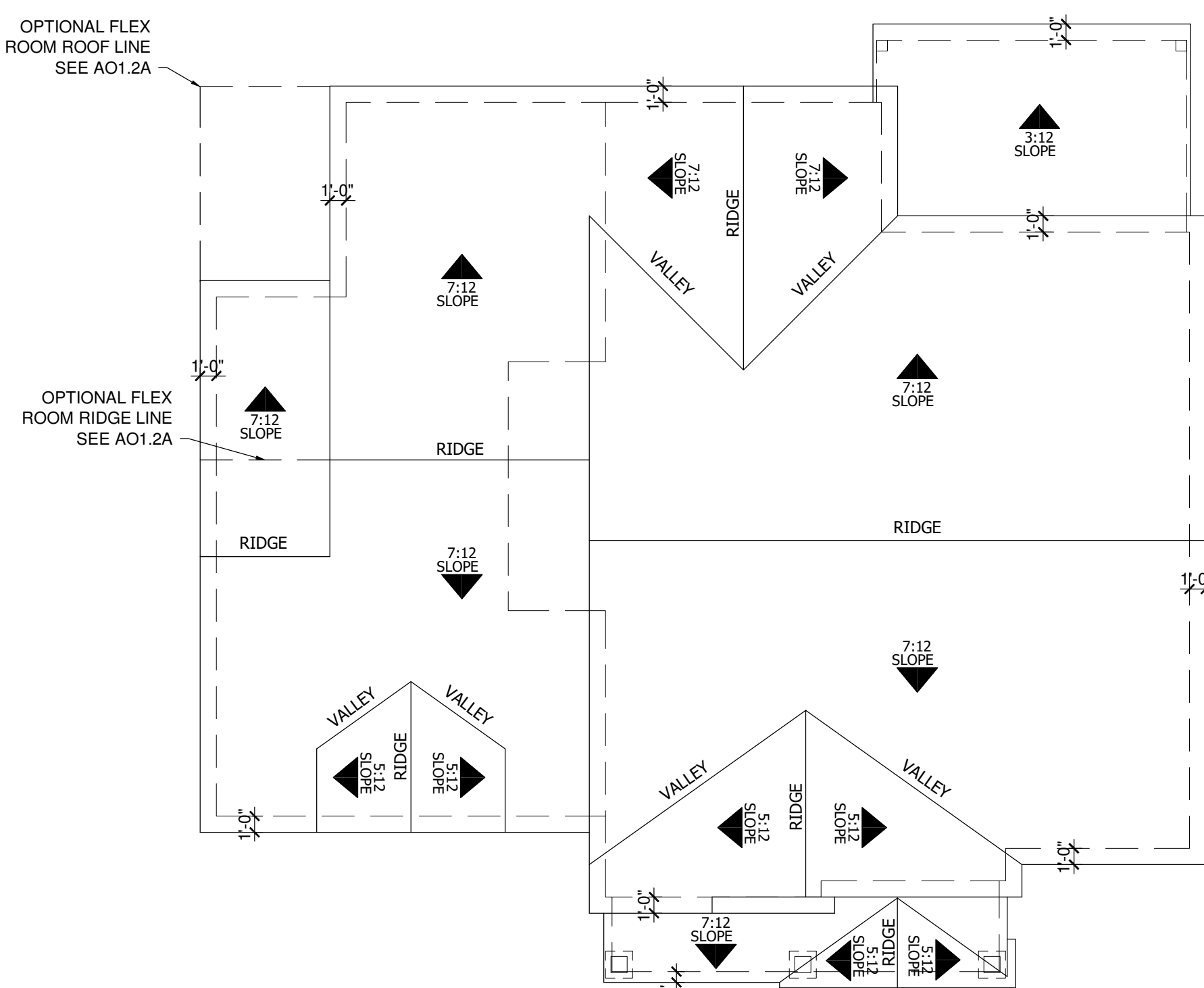
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



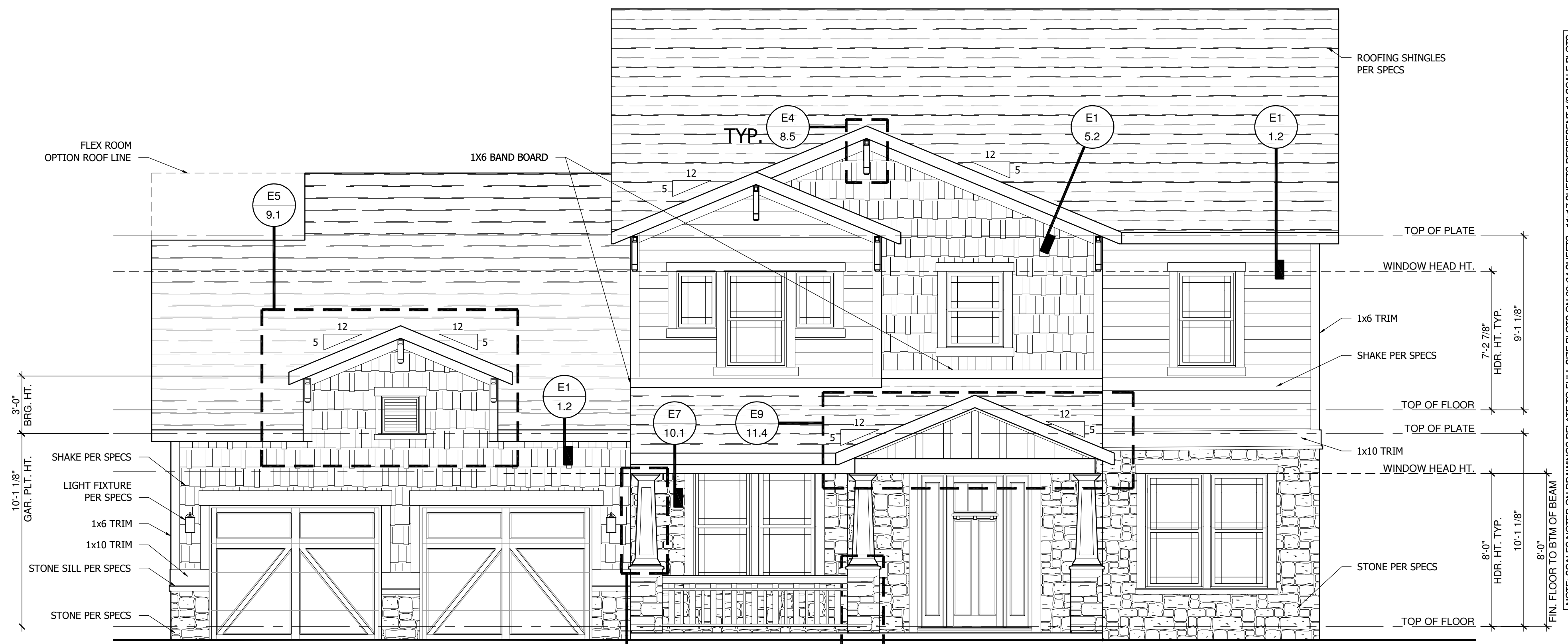
RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN

SCALE: 1/4"=1'-0"

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ELEVATION E - CRAFTSMAN

CONTROL	
RELEASE DATE:	6-01-16
REV #	DATE / DESCRIPTION

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PARAGRAPH HANDING

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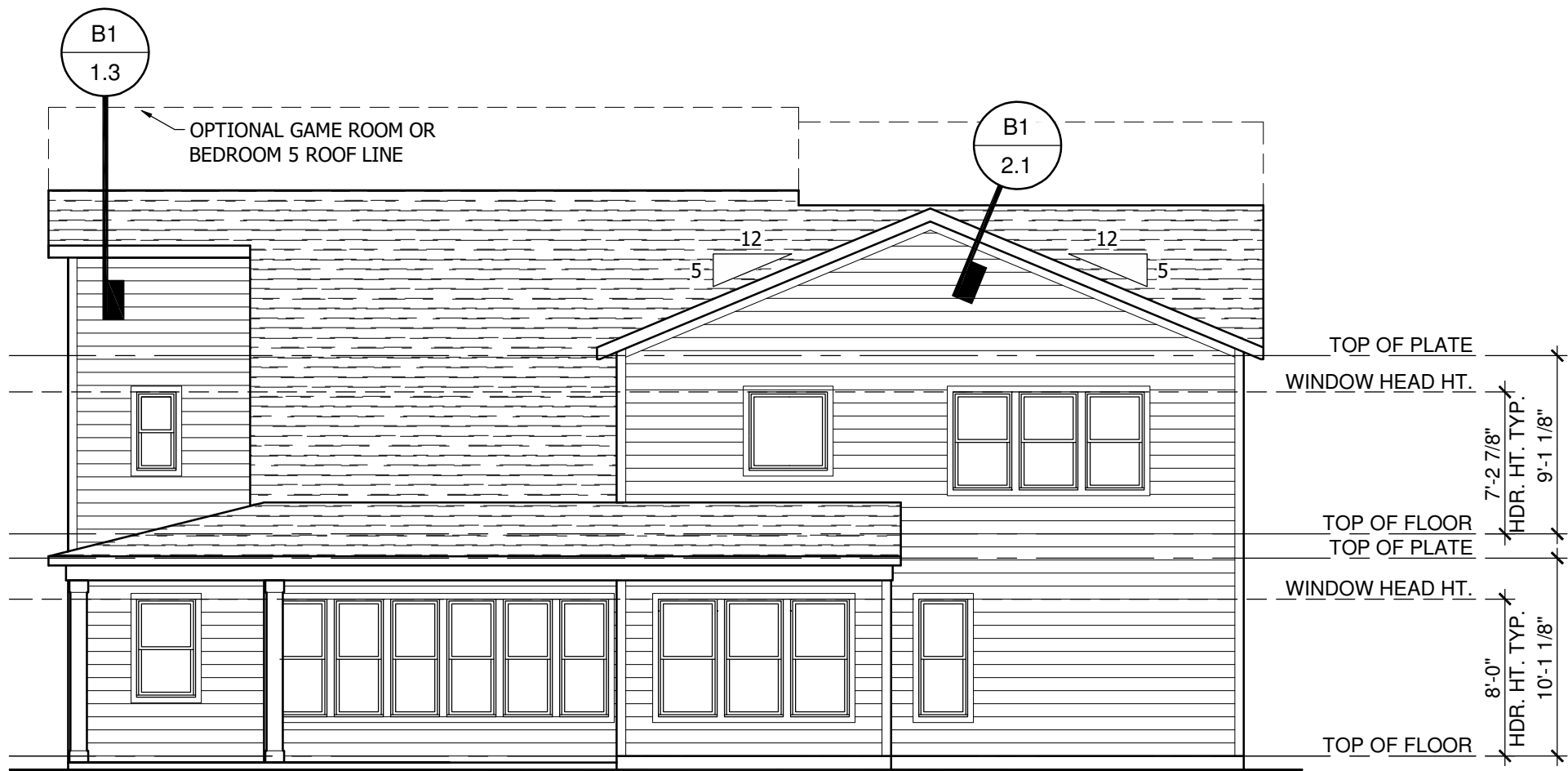
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Abstract

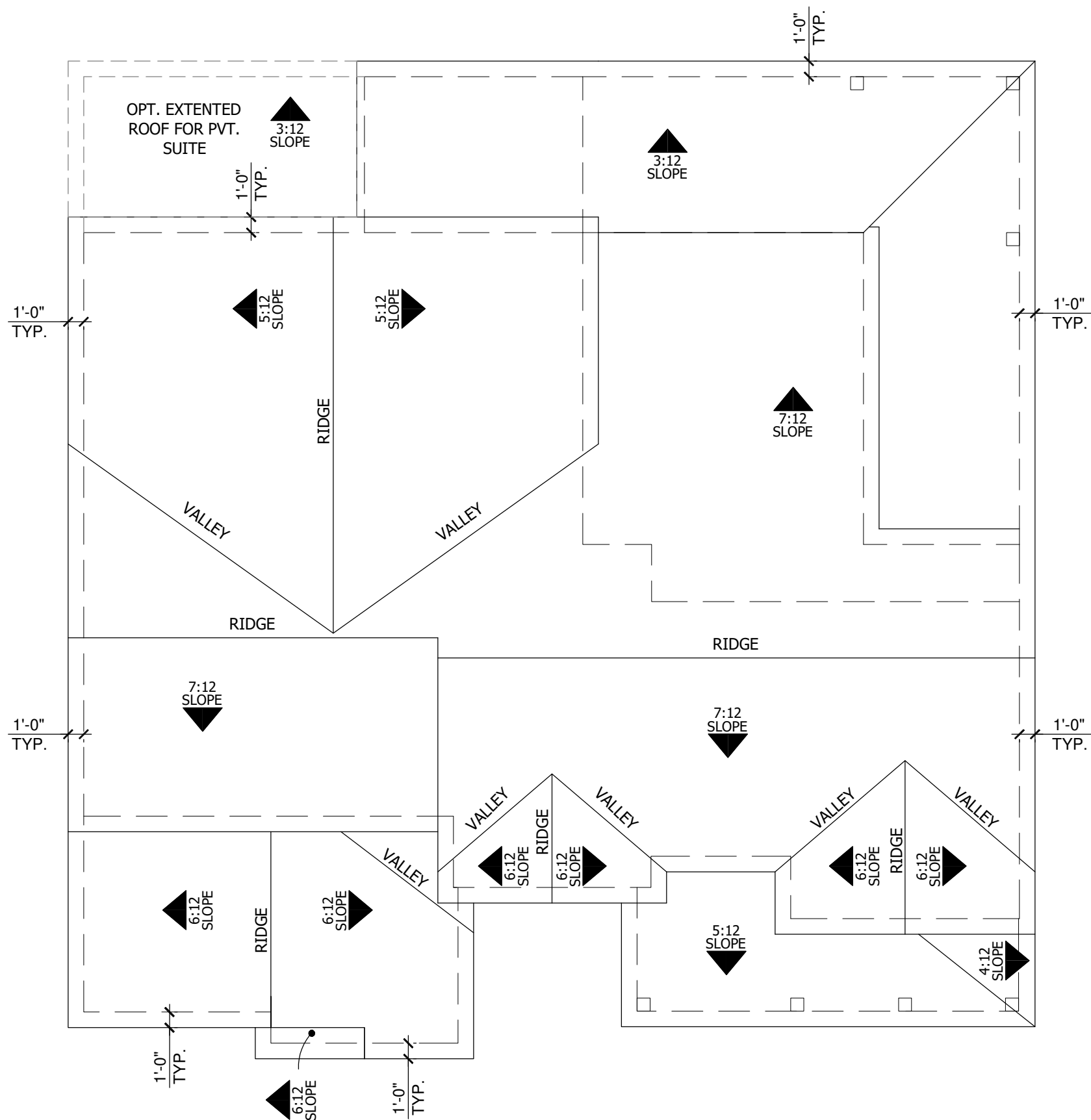
A2 1F

7. IL

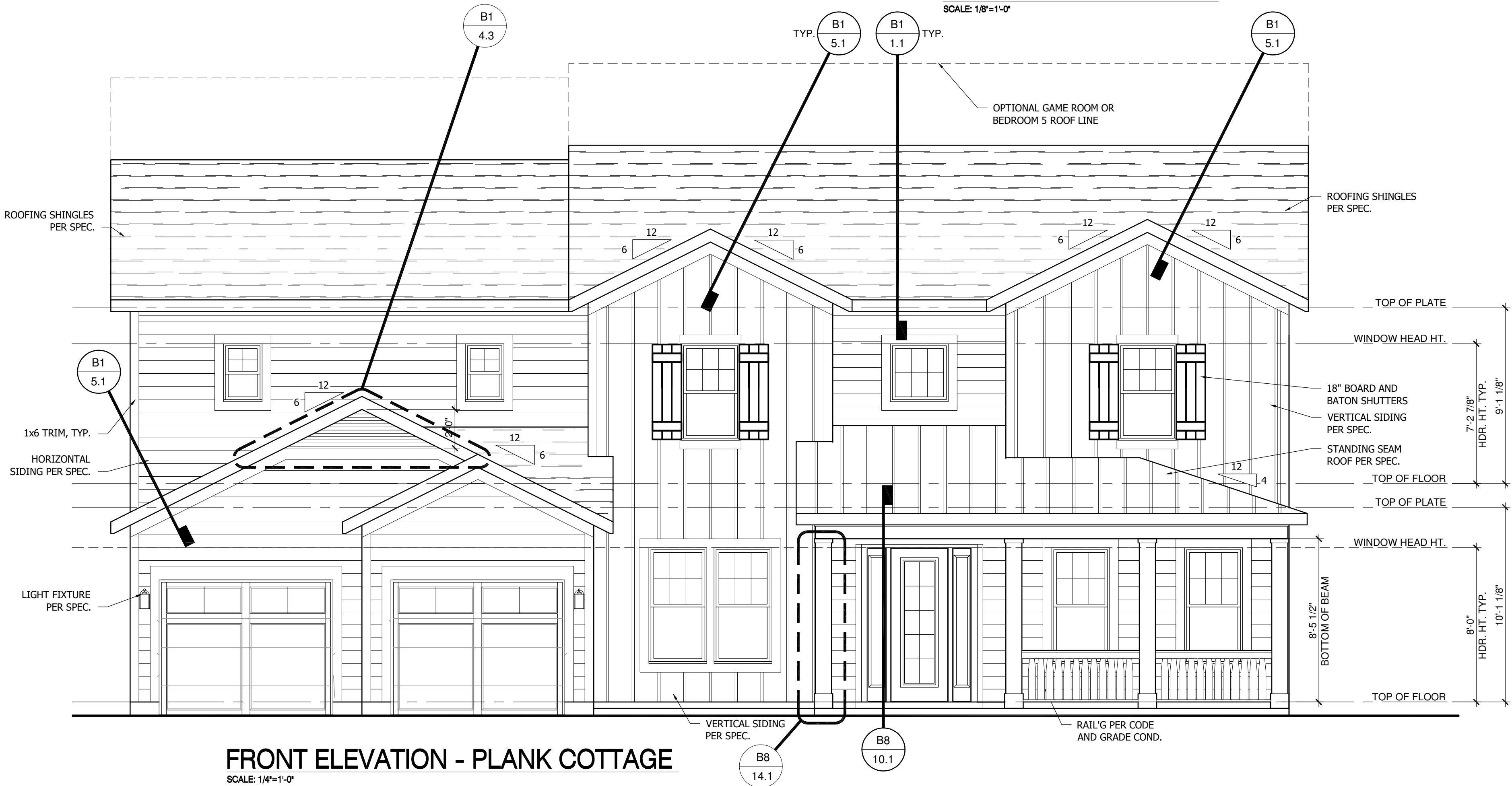
NOTES: SEE SHEET B2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B8 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS



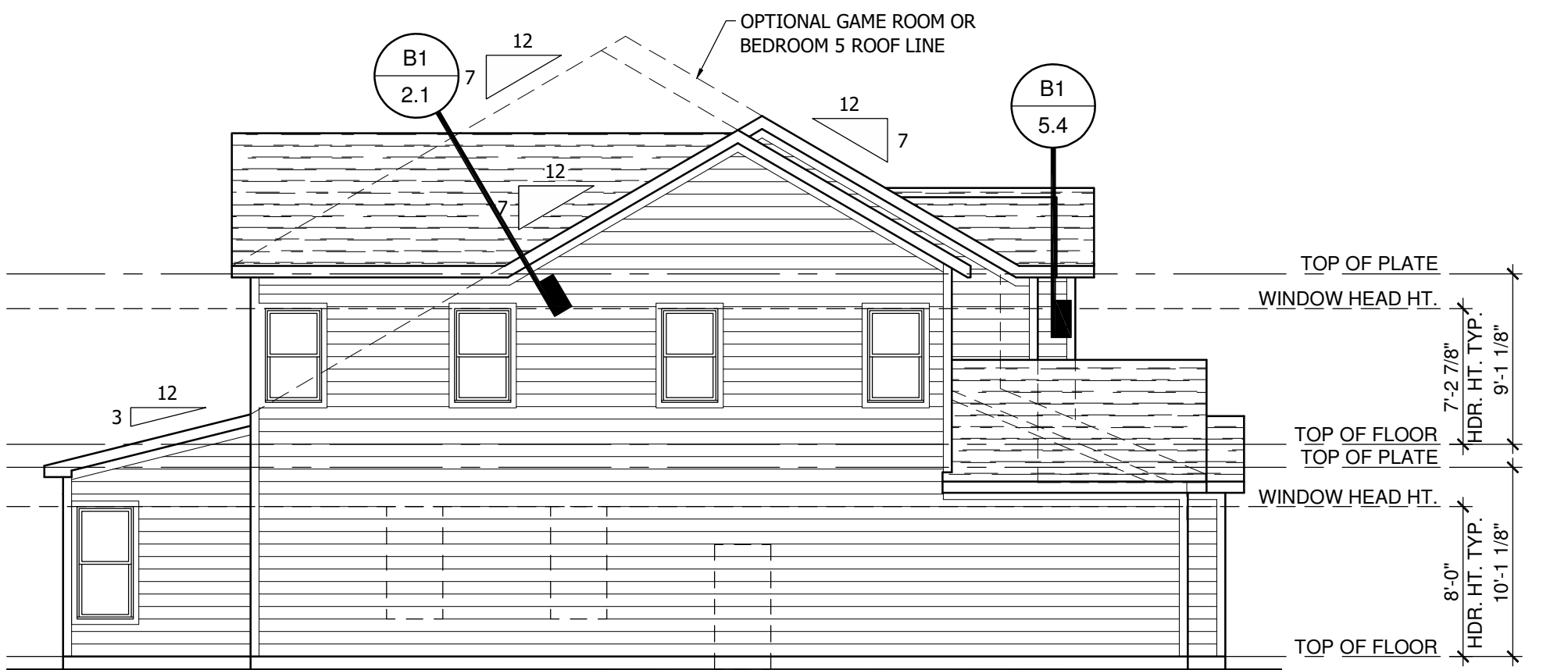
REAR ELEVATION
SCALE: 1/8"=1'-0"



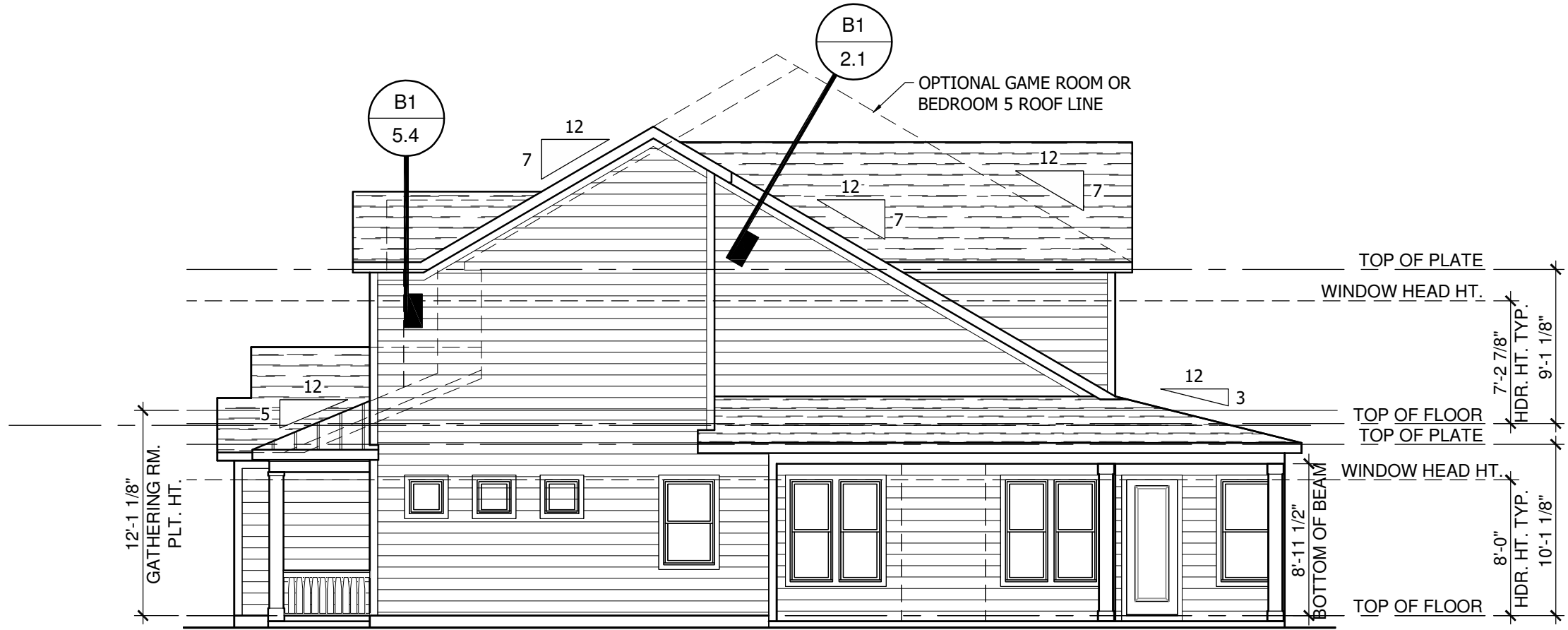
ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"

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ELEVATION B - PLANK COTTAGE

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
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GARAGE HANDING
LEFT

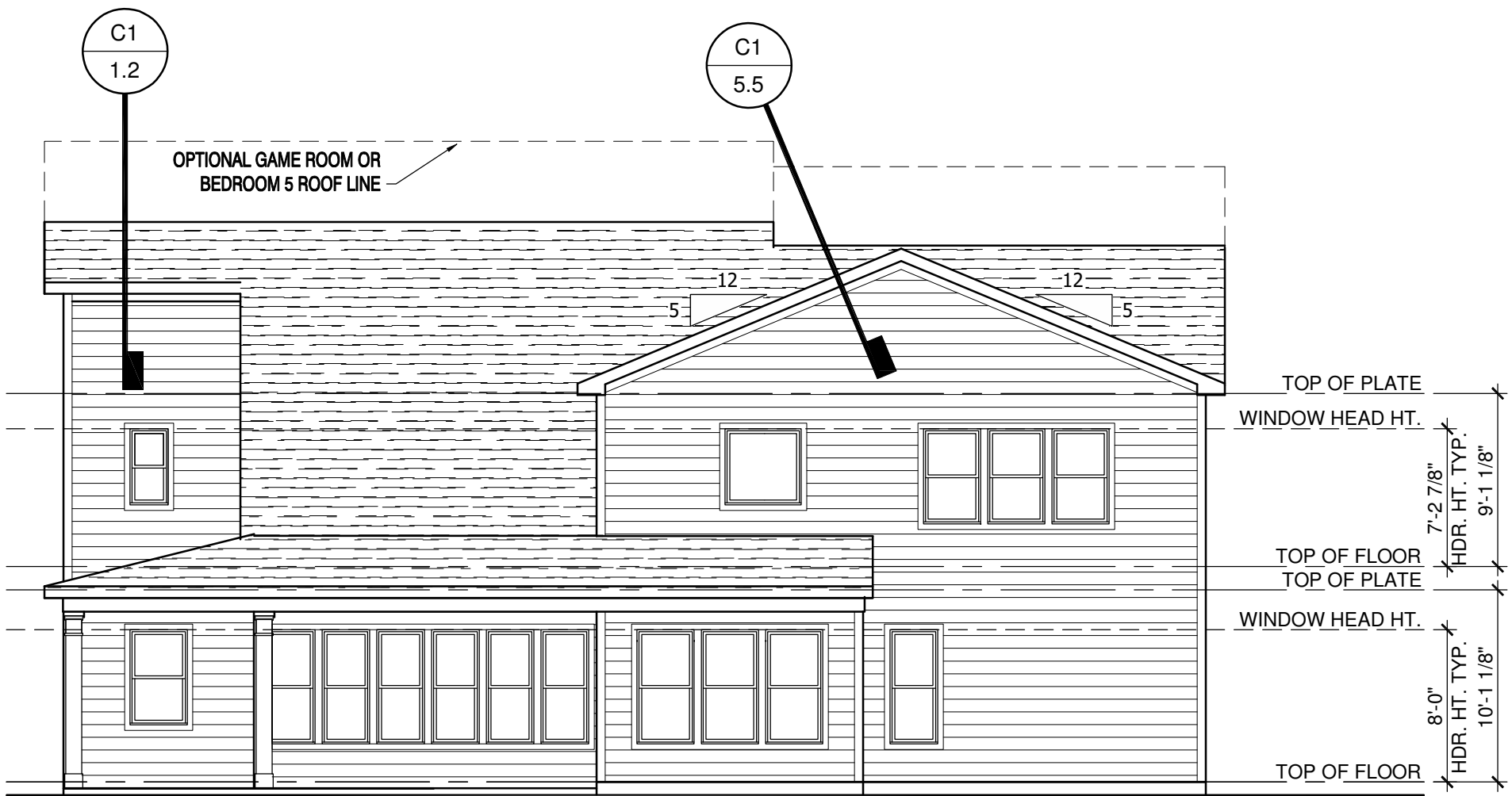
PLAN NUMBER
6004

SHEET

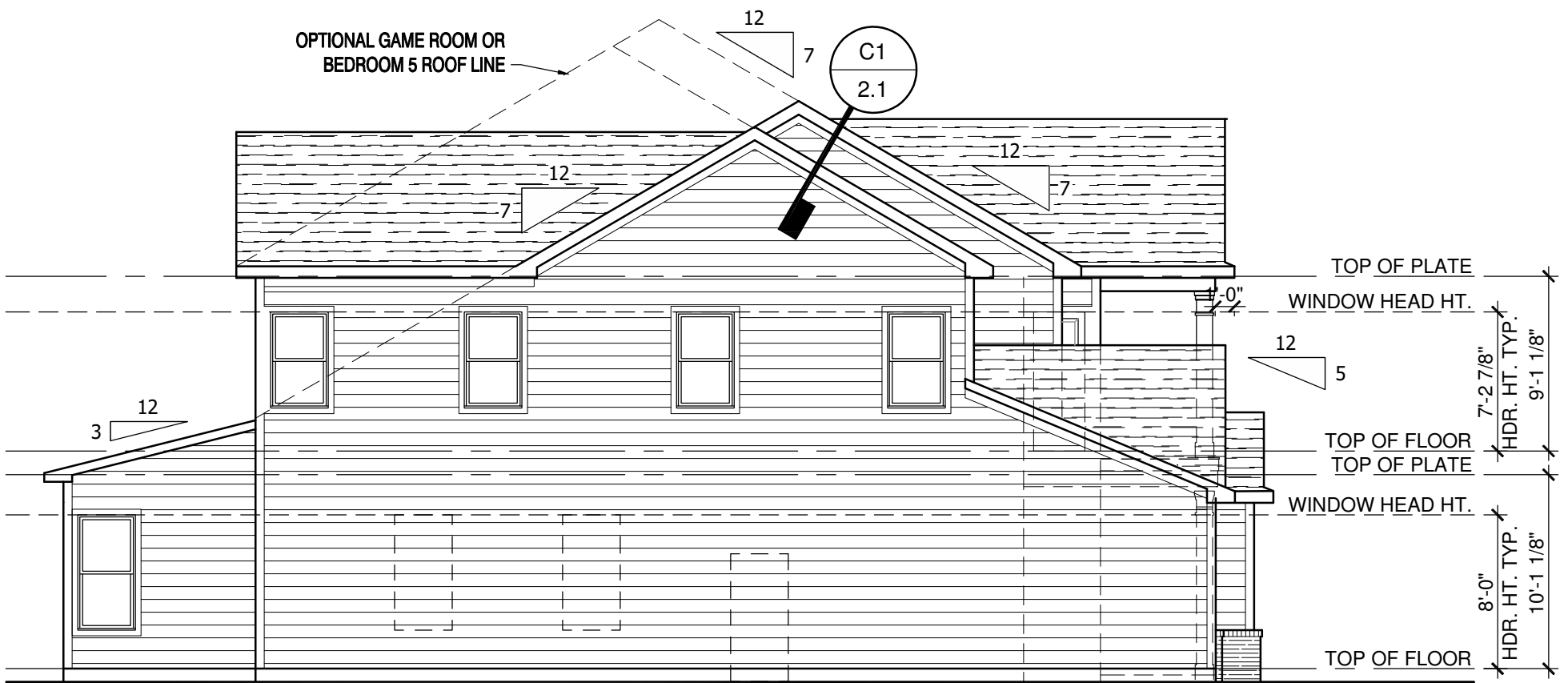
A2.1B

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 25x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

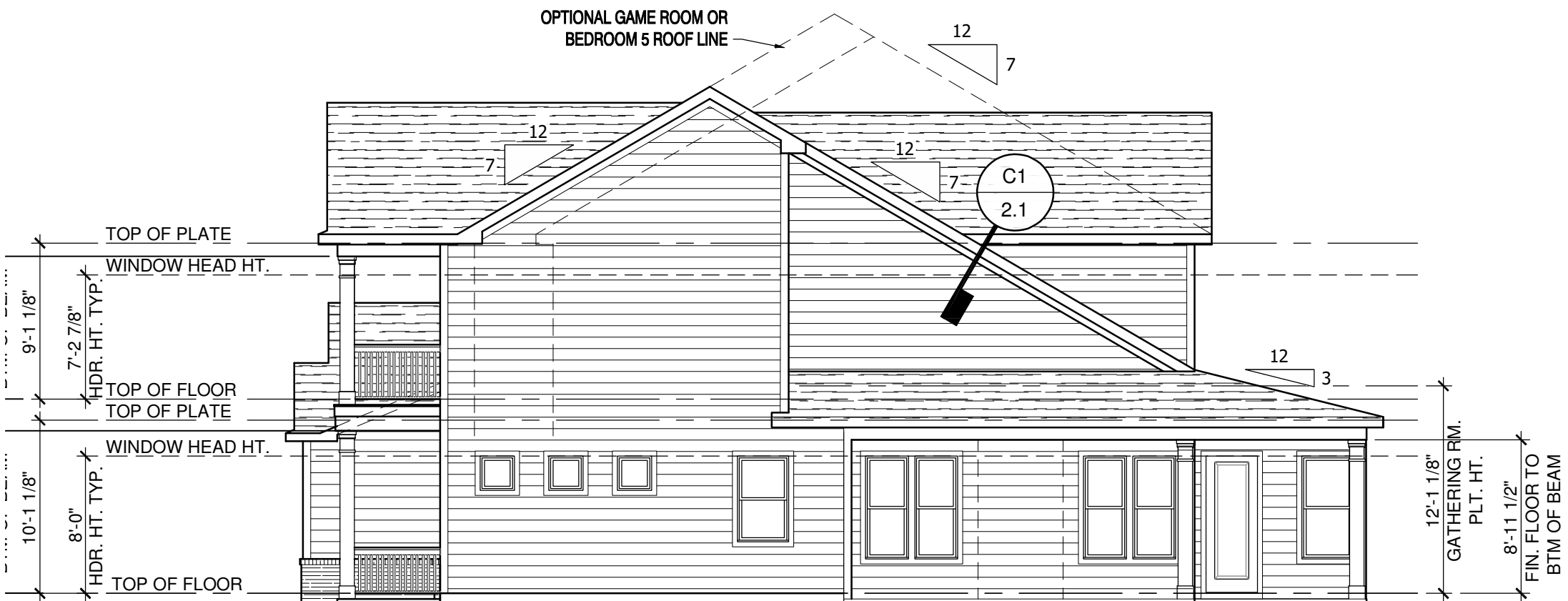
NOTES: SEE SHEET C6 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C6 FOR HANDRAIL, GARAGE DOOR AND GARAGE DOOR TRIM DETAILS



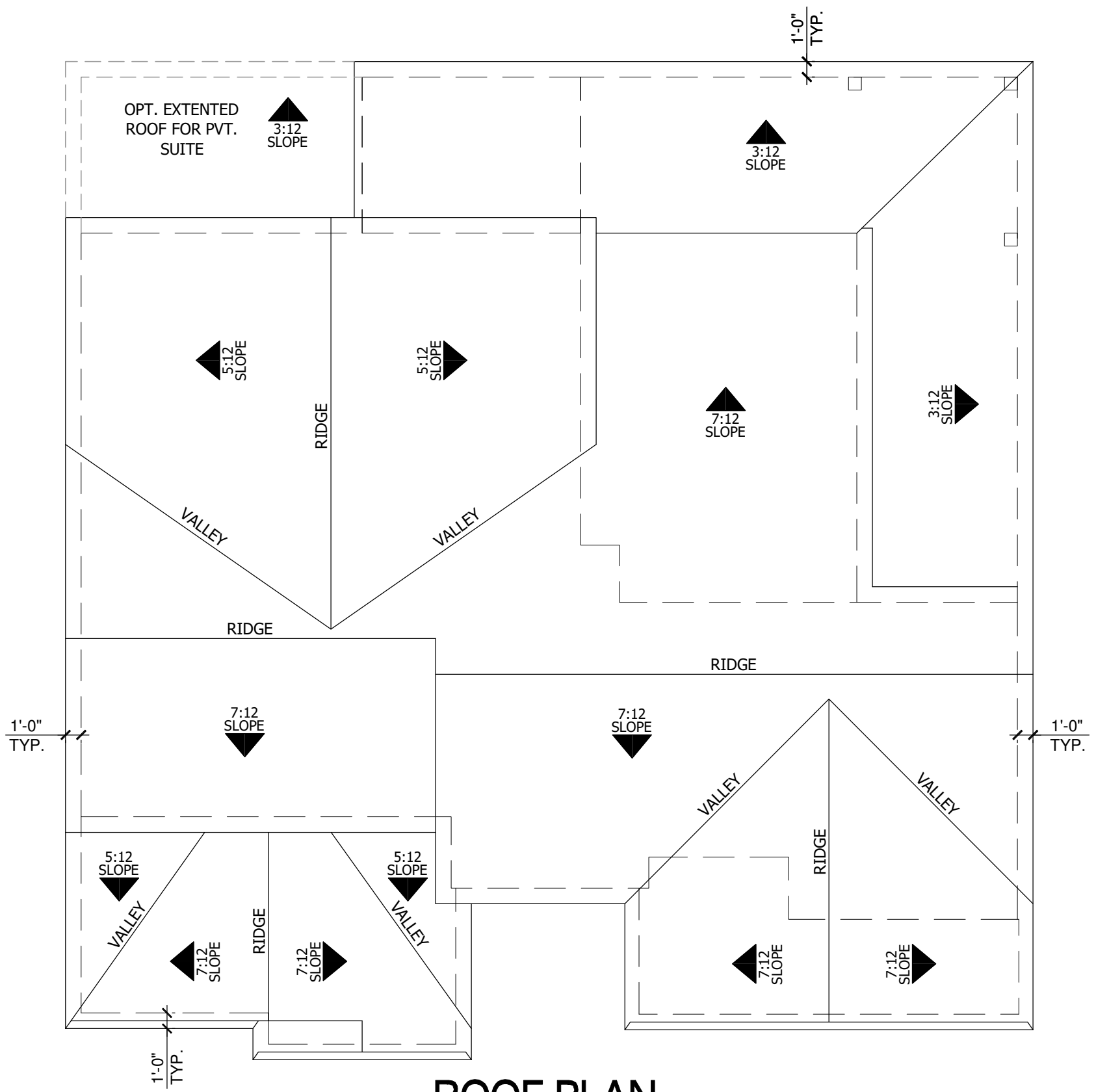
REAR ELEVATION
SCALE: 1/8"=1'-0"



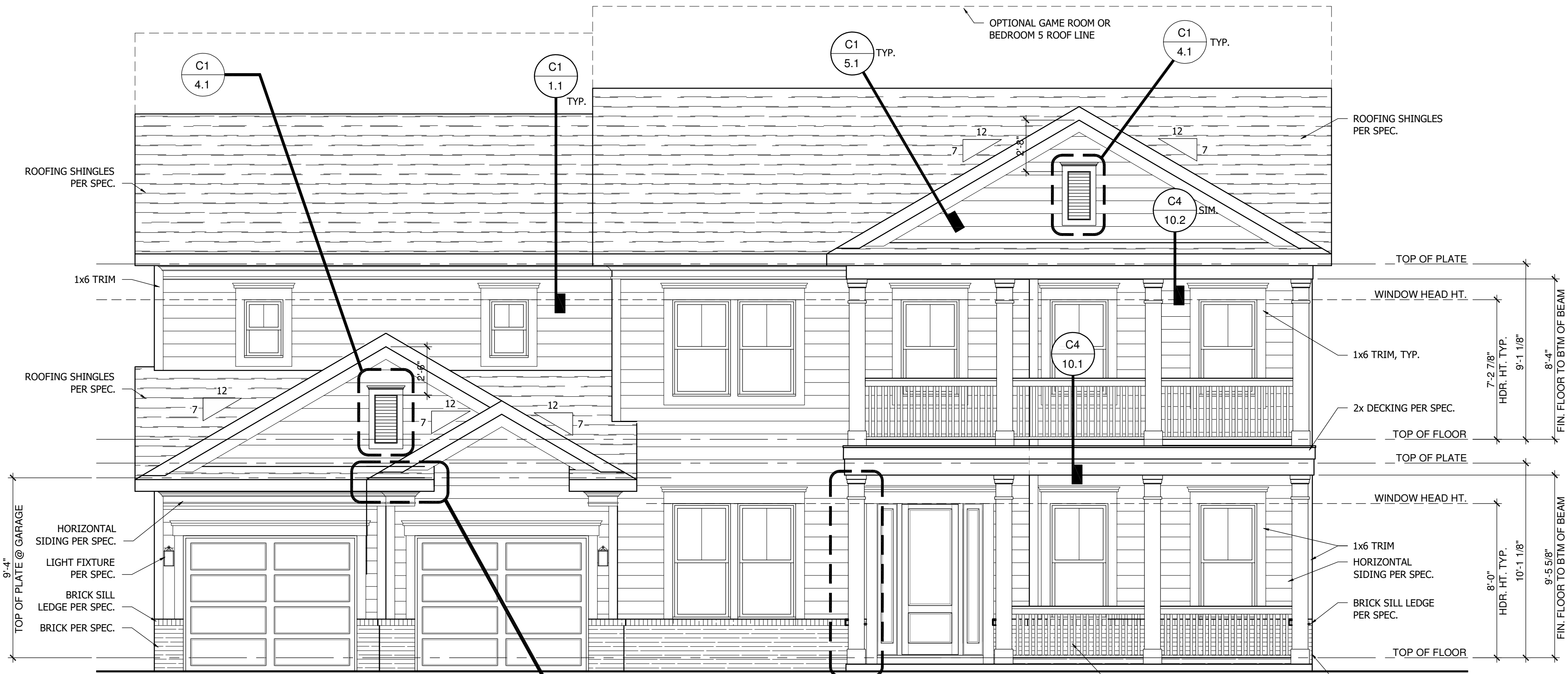
LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 25x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
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GARAGE HANDING
LEFT

PLAN NUMBER
6004

SHEET

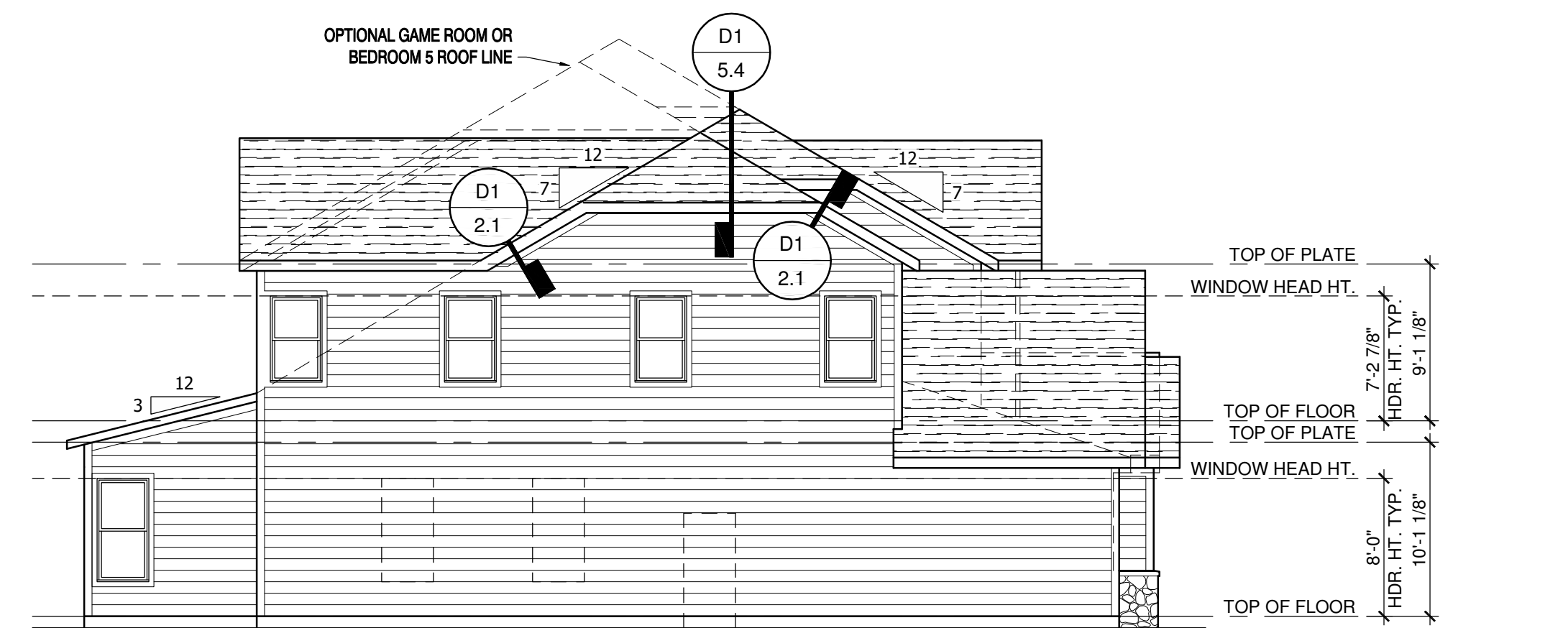
A2.1C

ELEVATION C - COASTAL

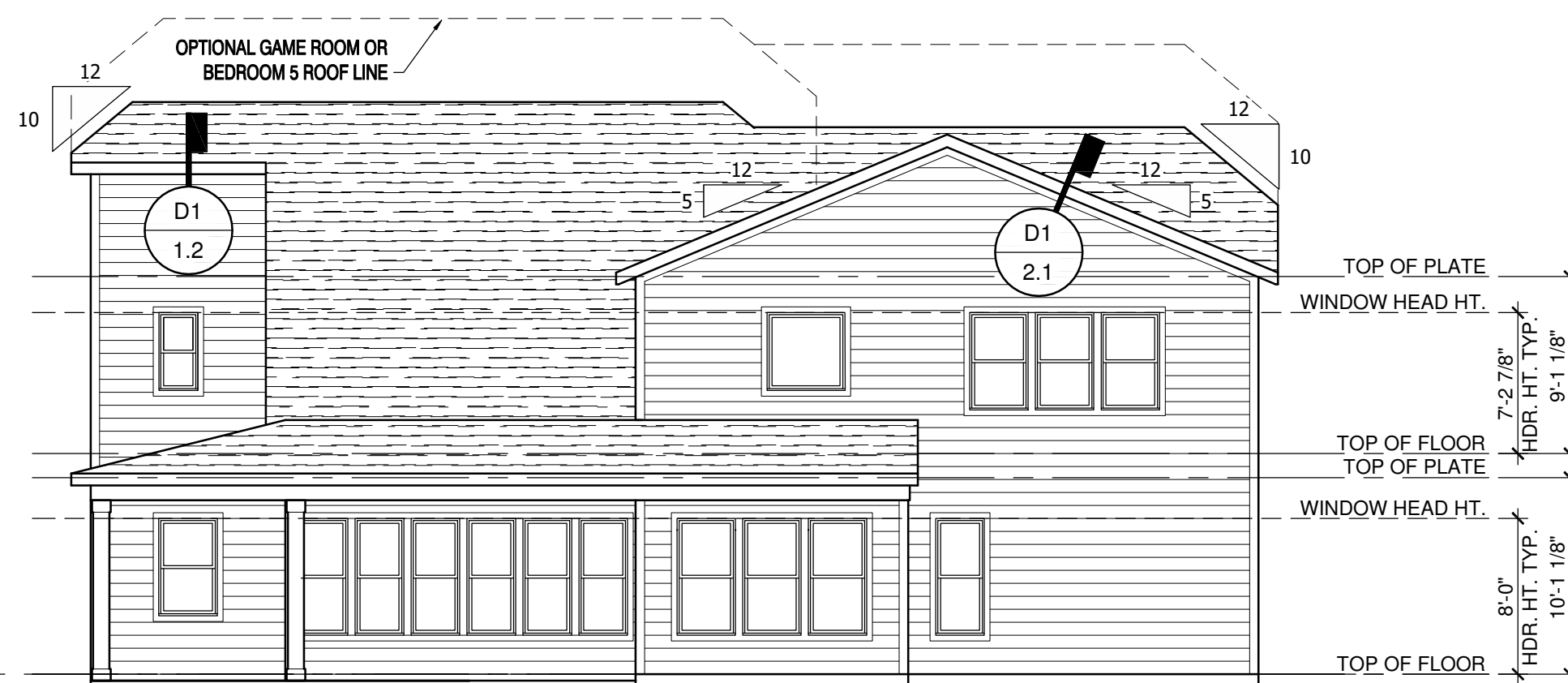
Fieldstone
FLORIDA OFFICE: (813) 465-3510
MICHIGAN OFFICE: (248) 622-4035
MINNESOTA OFFICE: (612) 807-0115

FIELDING HOMES
227 W. TRADE ST. SUITE 100
CHARLOTTE, NC 28202

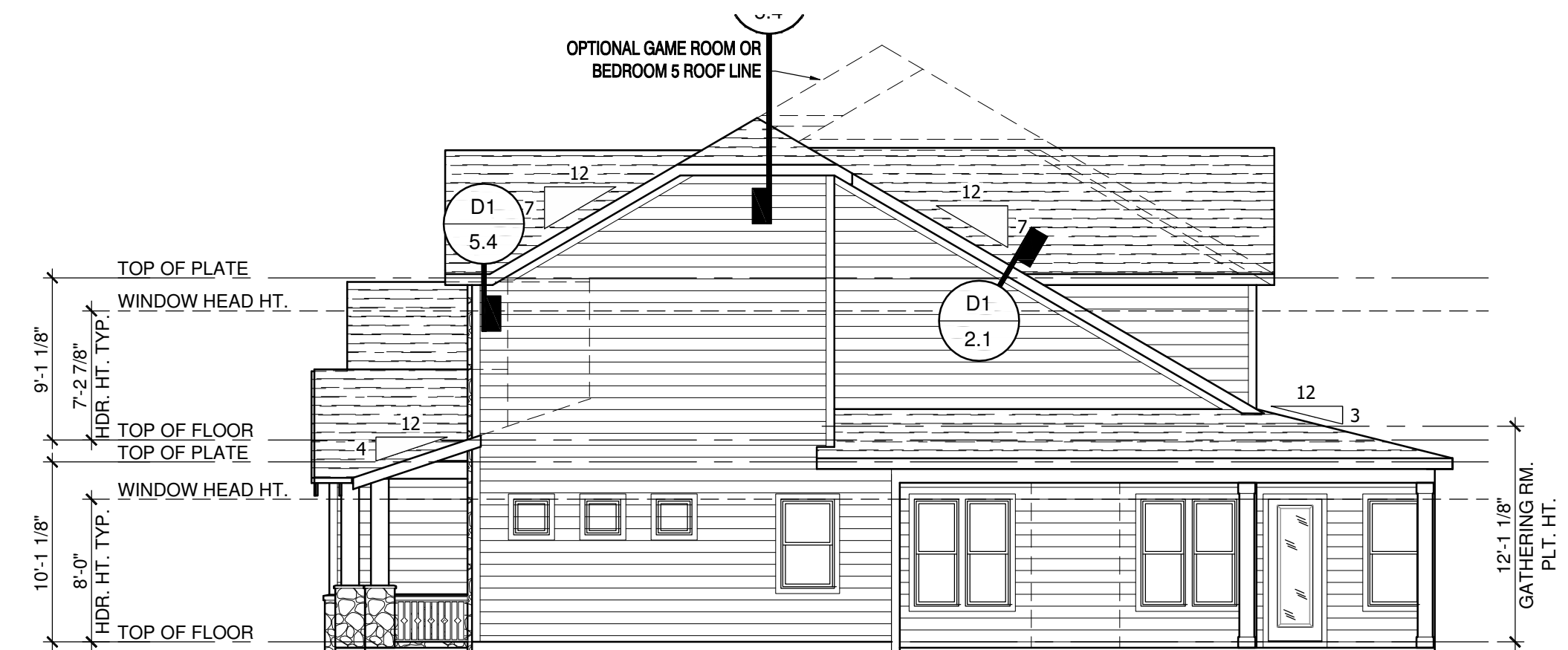
NOTES: SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D20 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



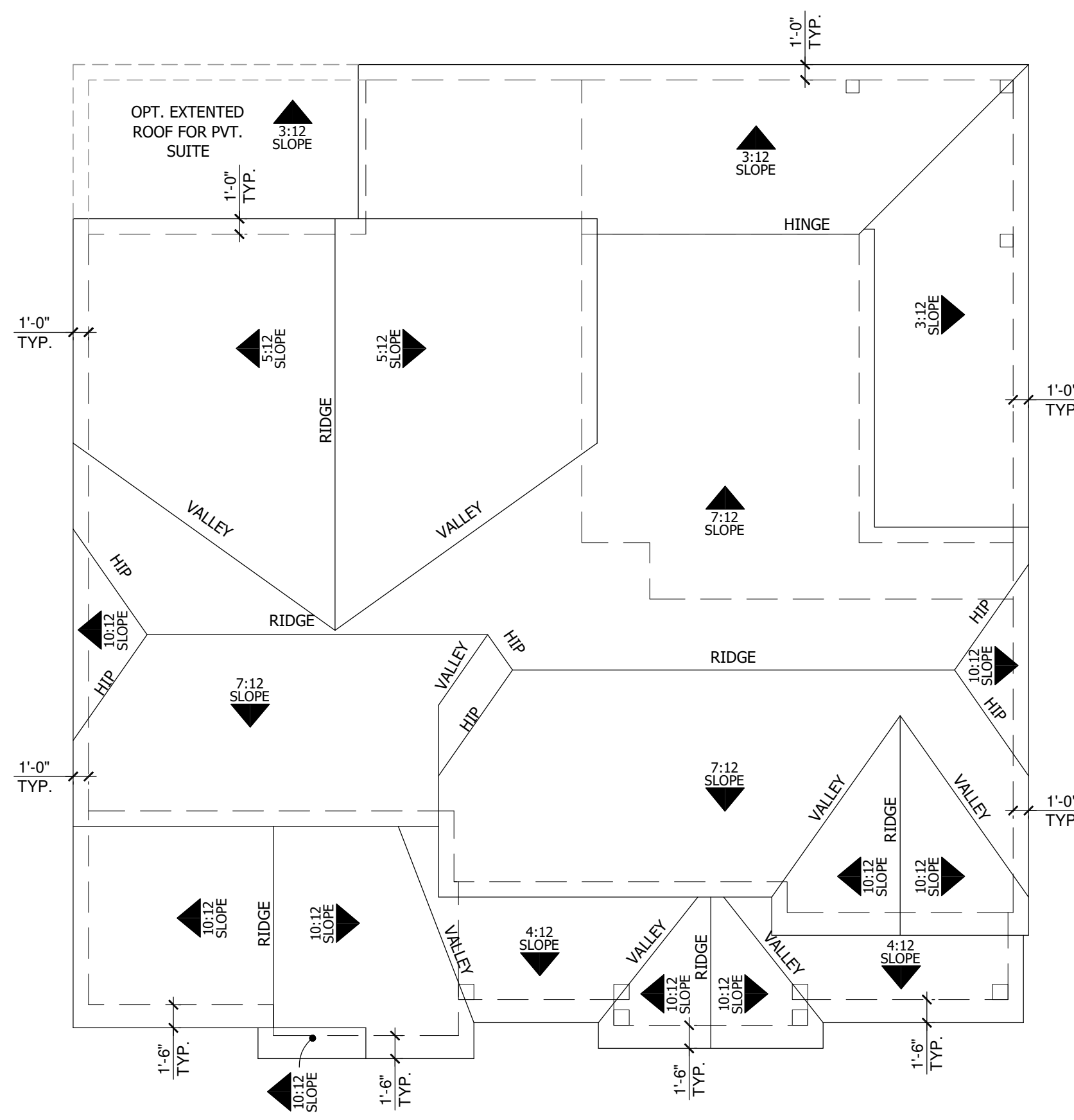
LEFT SIDE ELEVATION



REAR ELEVATION

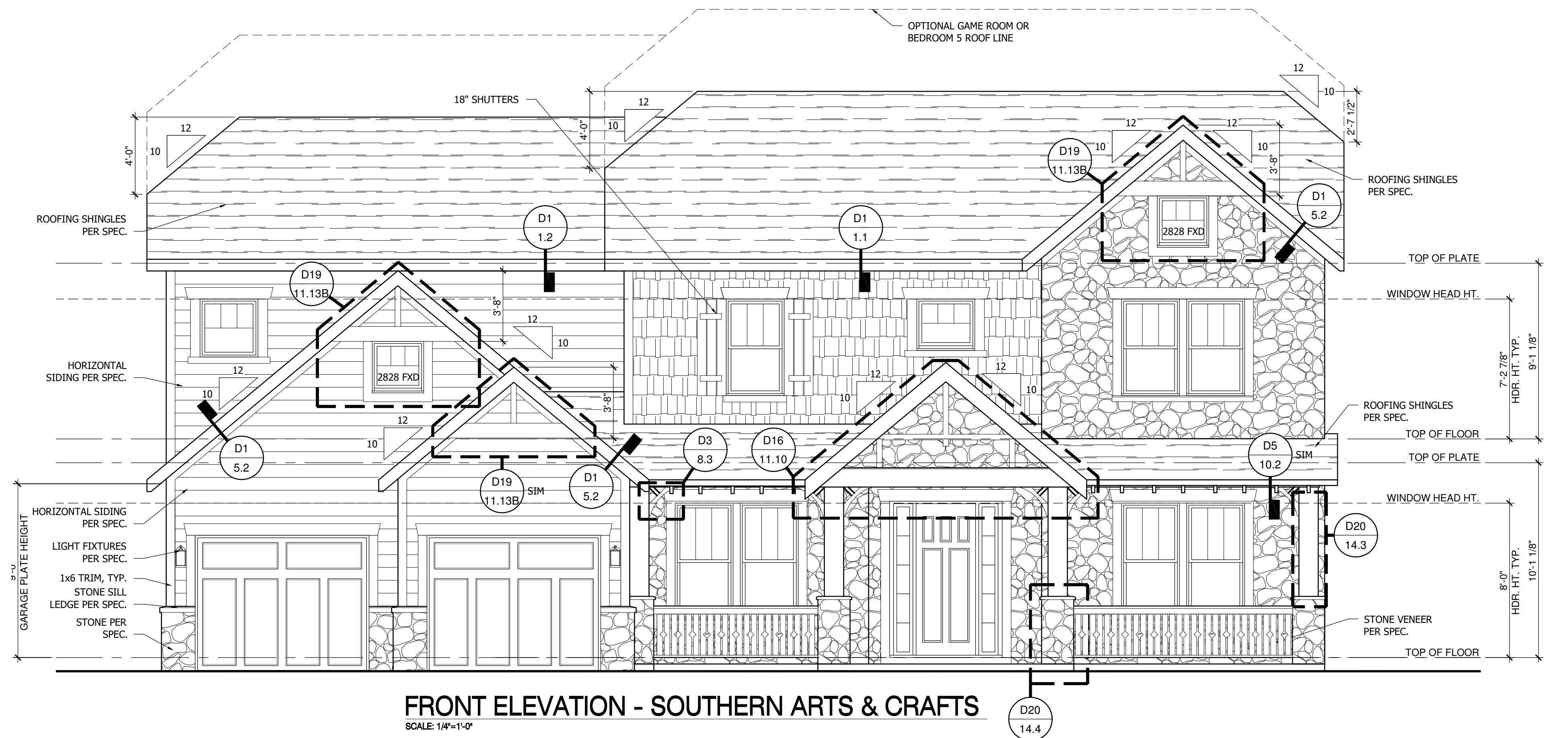


RIGHT SIDE ELEVATION



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - SOUTHERN ARTS & CRAFTS
SCALE: 1/4"=1'-0"

FIELDING HOMES
227 W. TRADE ST. SUITE 1000

CHARLOTTE, NC 28202



Fieldstone






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FLORIDA OFFICE:
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ELEVATION D - SOUTHERN ARTS & CRAFTS

EV #	DATE / DESCRIPTION
1	06-01-16

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PARALLEL HANDING LEFT

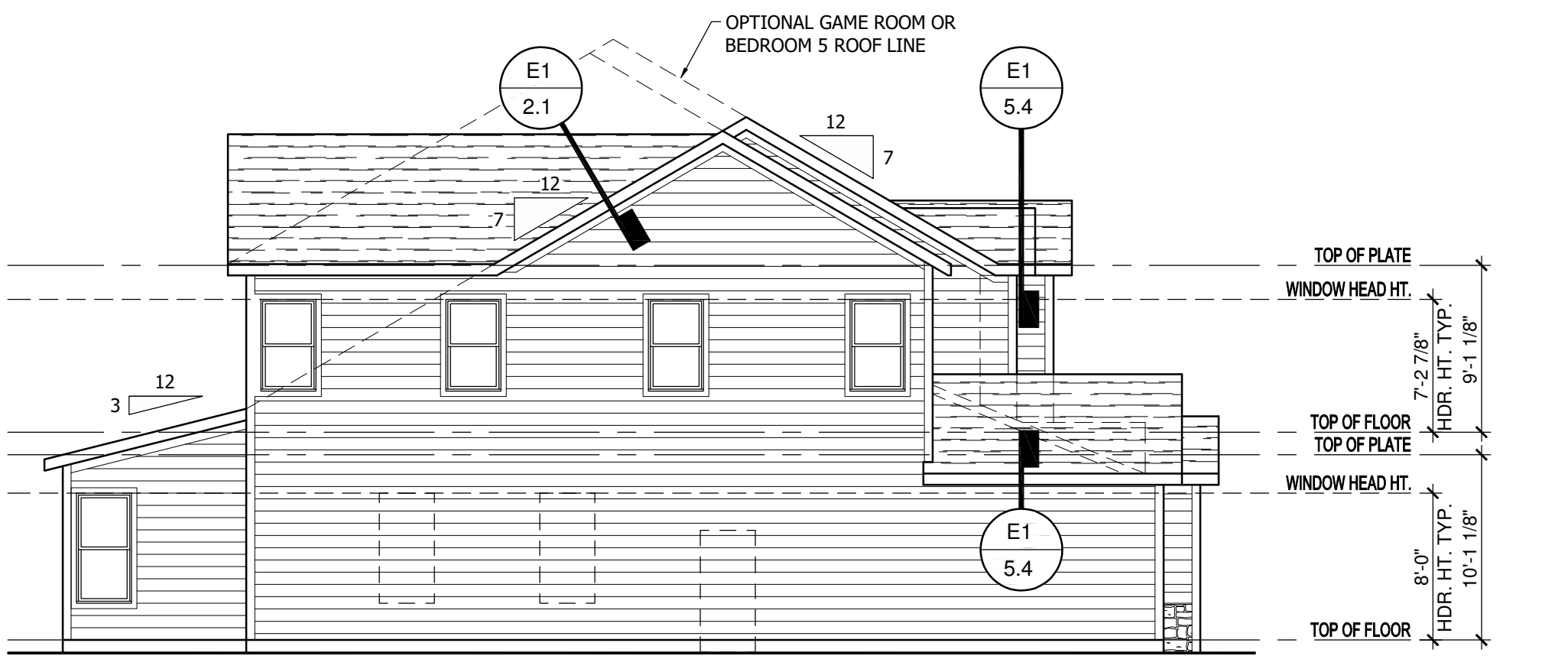
PLAN NUMBER
6004

SHEET

A2.1D

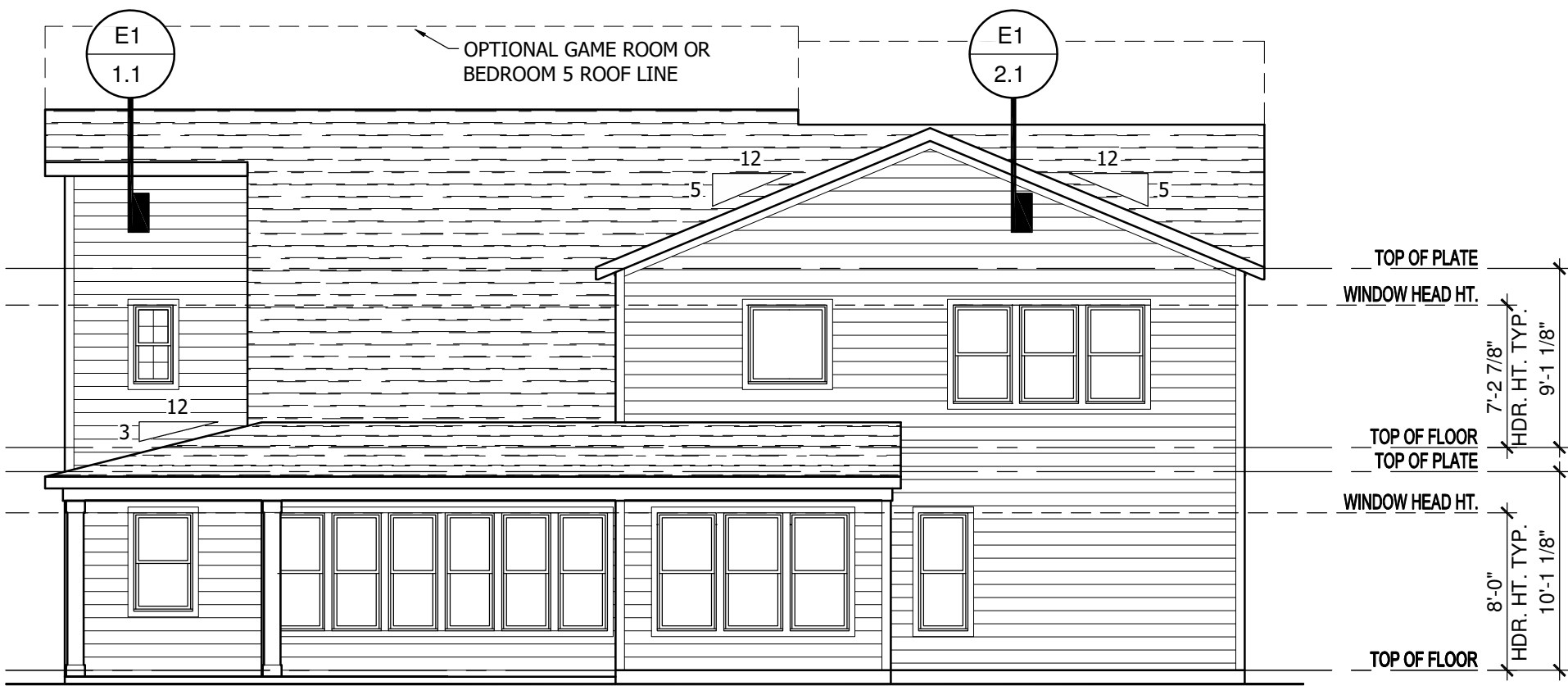
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22X34 SHEET IS - 11X17 SHEET IS REPRESENTS 1/2 SCALE PLOTS

NOTES: SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E10 FOR GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
SEE SHEET E11 FOR HANDRAIL DETAILS



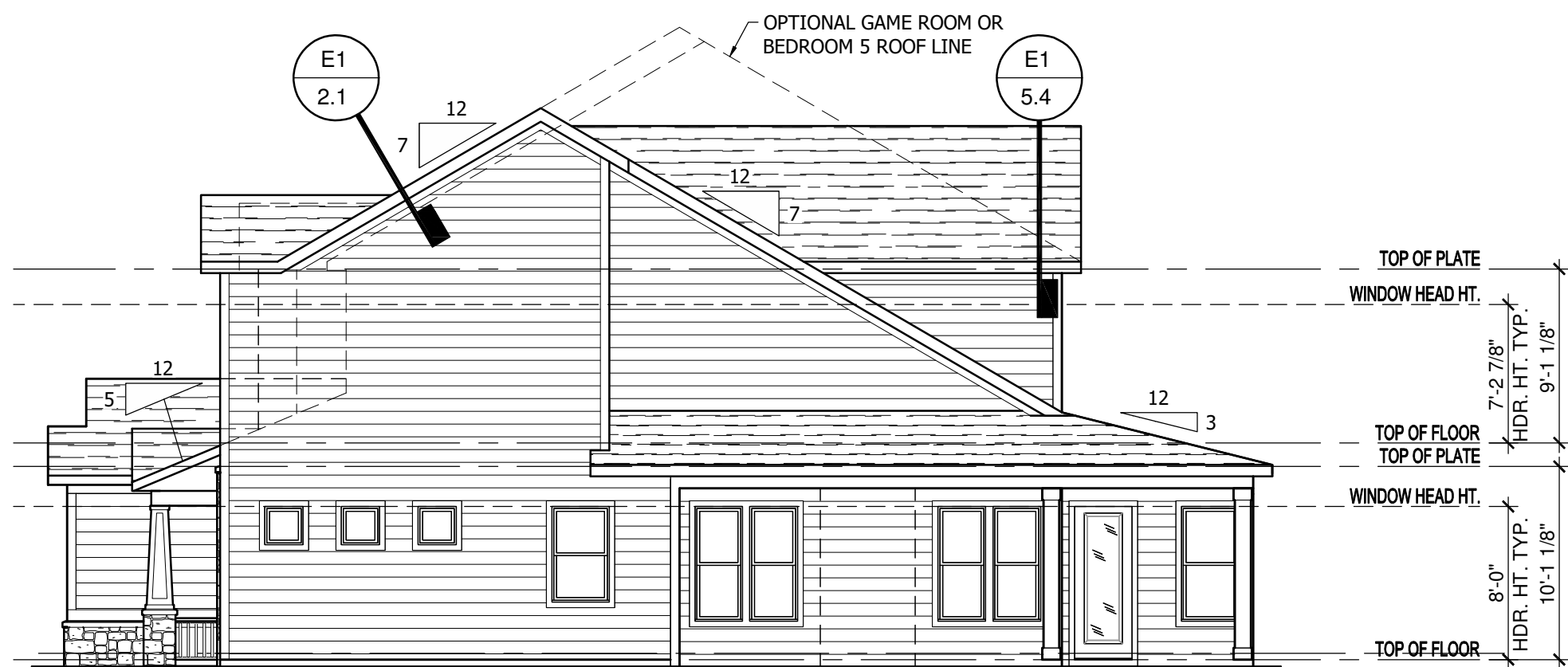
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



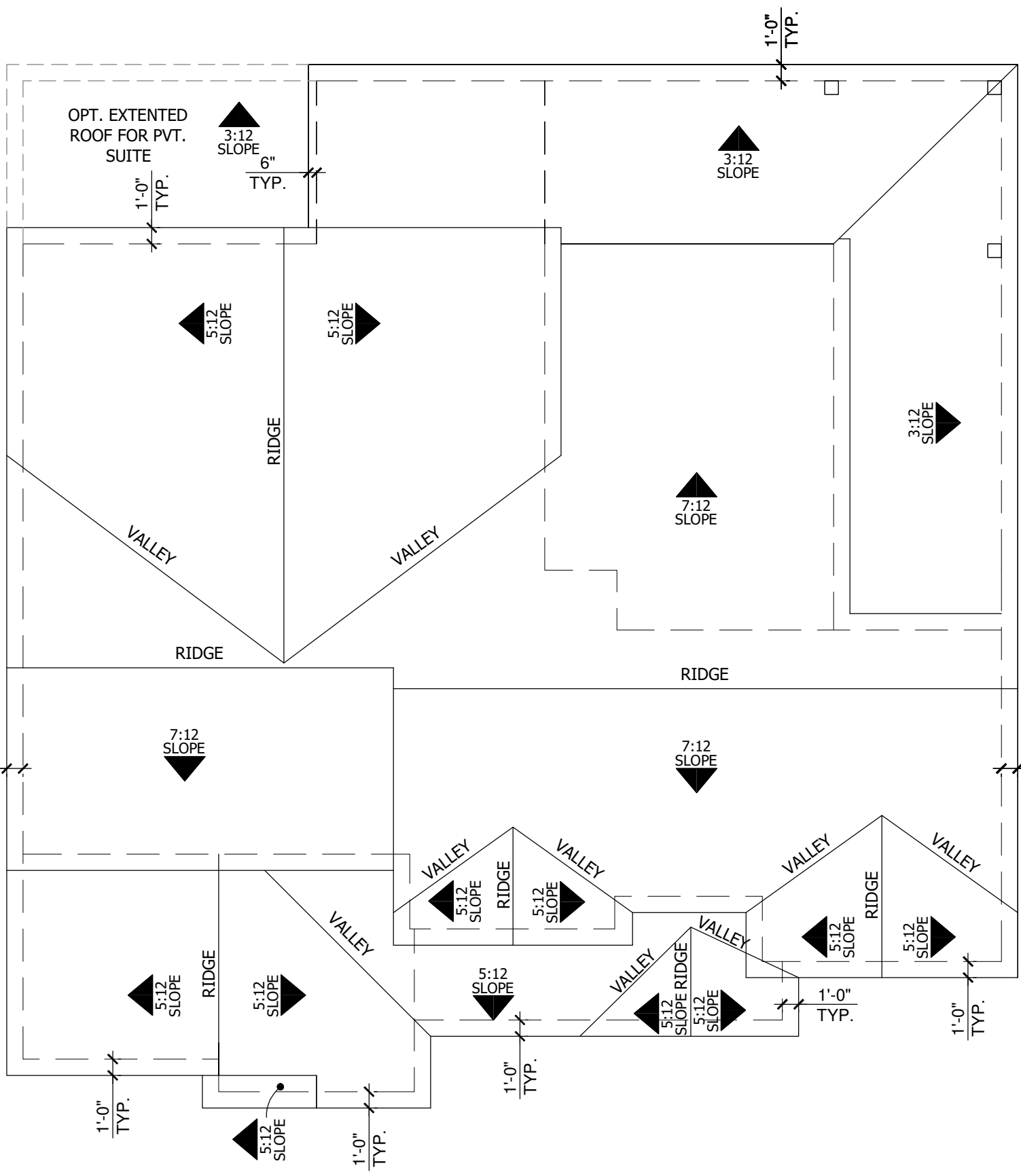
REAR ELEVATION

SCALE: 1/8"=1'-0"



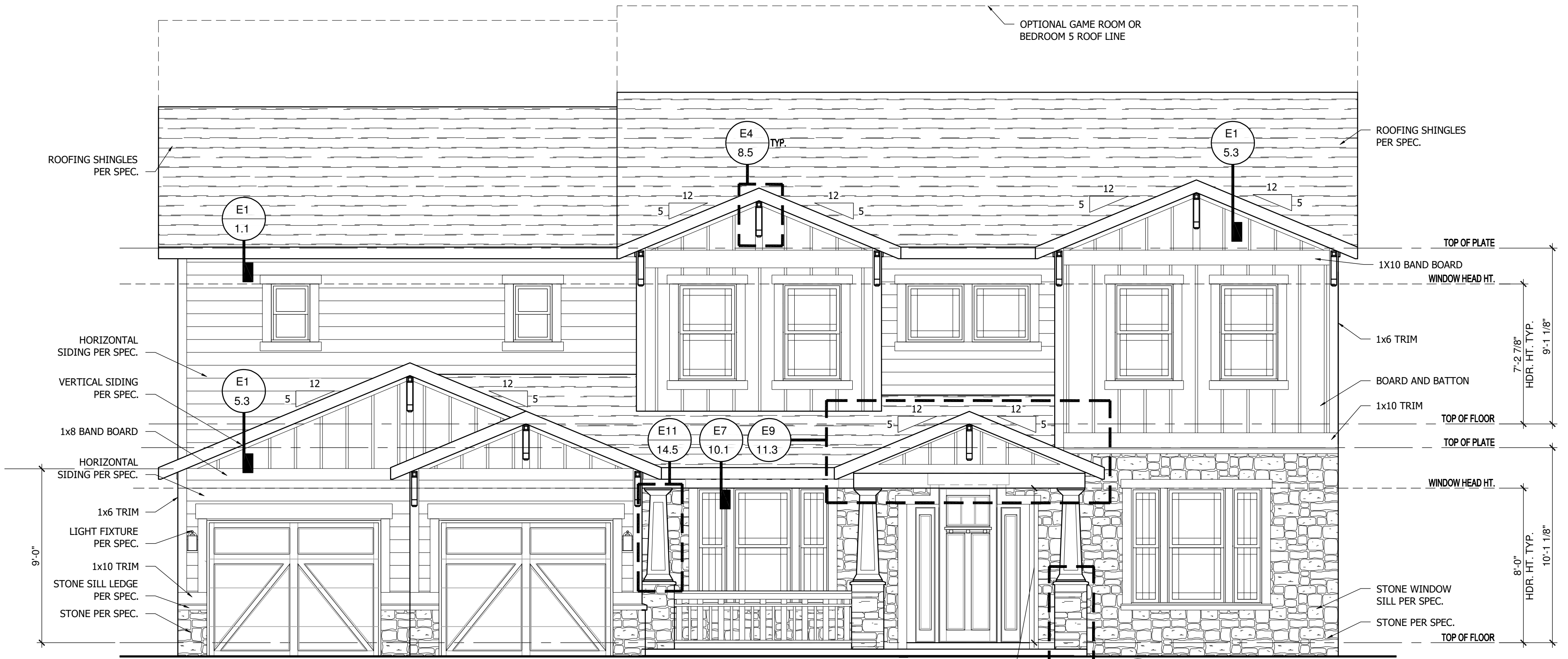
RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN

SCALE: 1/4"=1'-0"

FIELDING HOMES

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ELEVATION E - CRAFTSMAN

CONTROL	RELEASE DATE:	06-01-16
REV #	DATE / DESCRIPTION	
1		
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GARAGE HANDING
LEFT

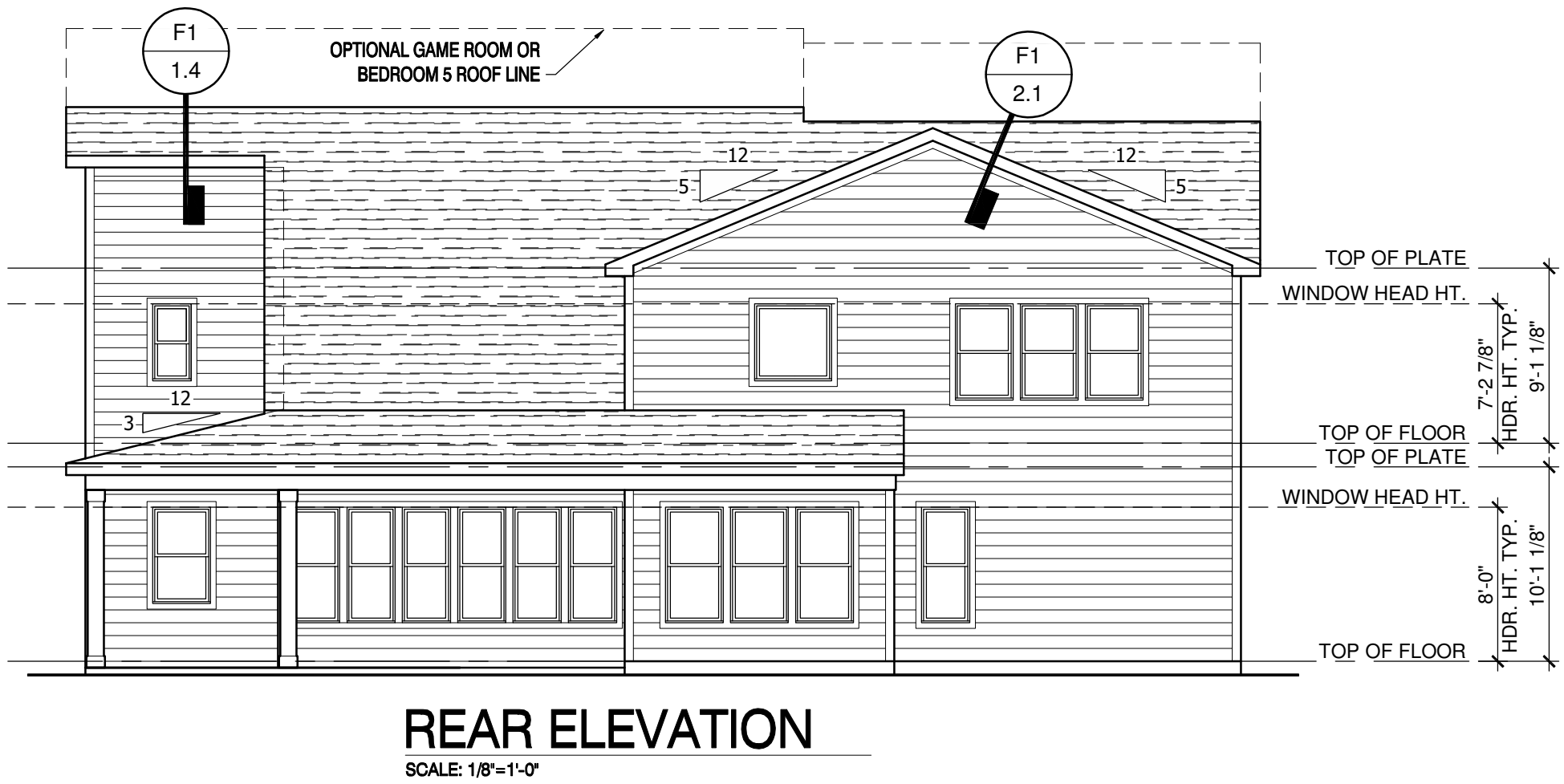
PLAN NUMBER
6004

SHEET

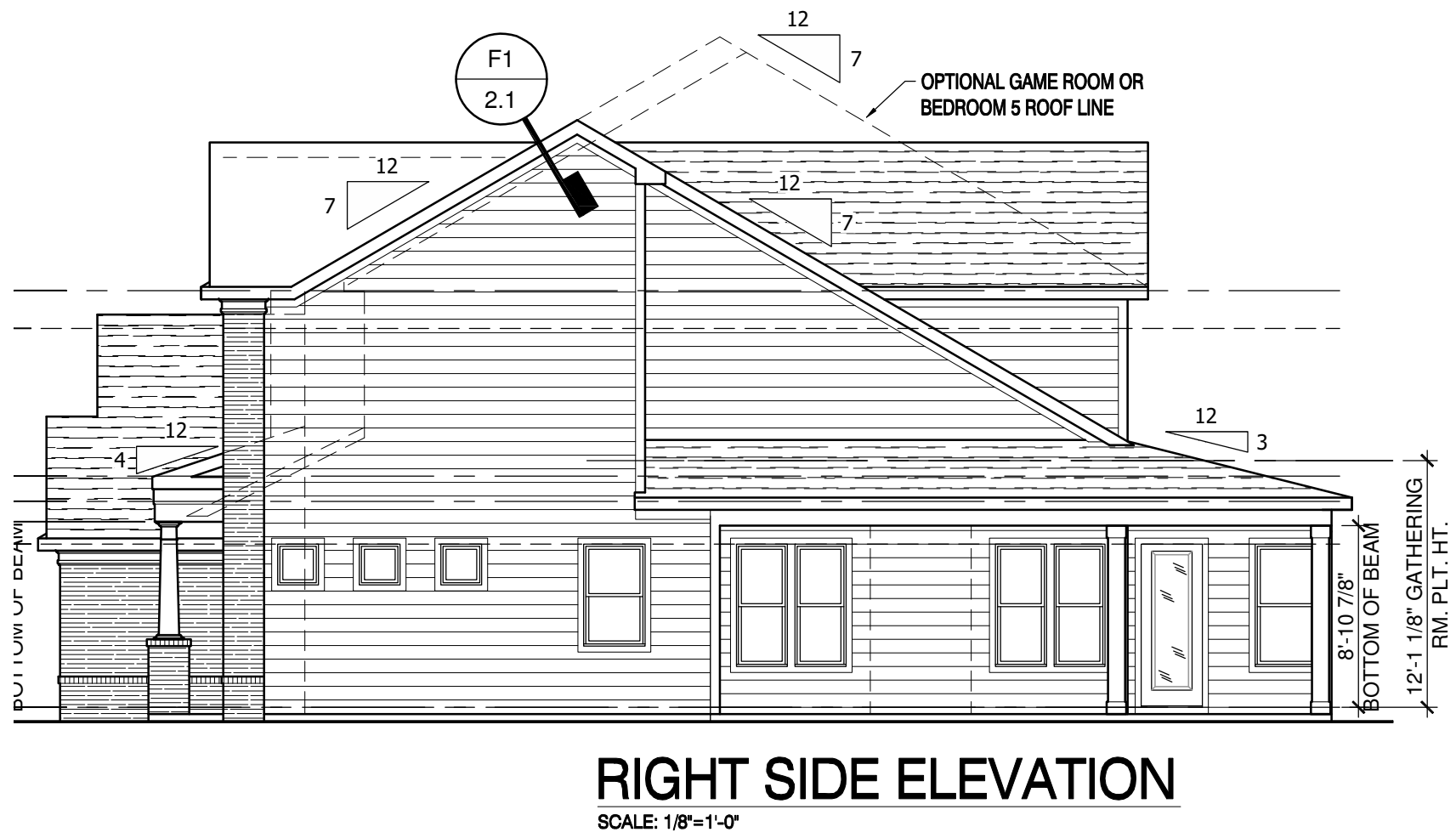
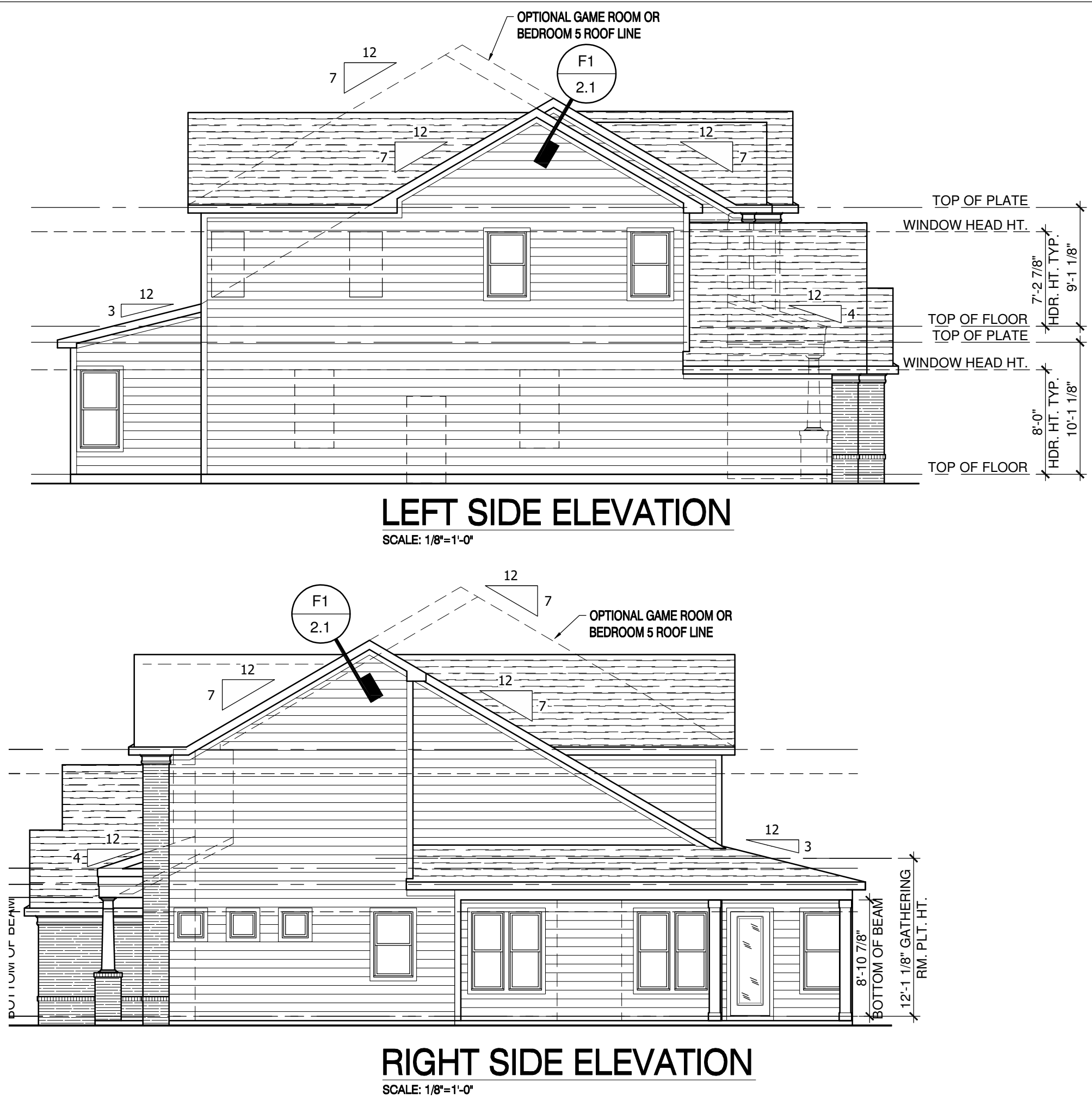
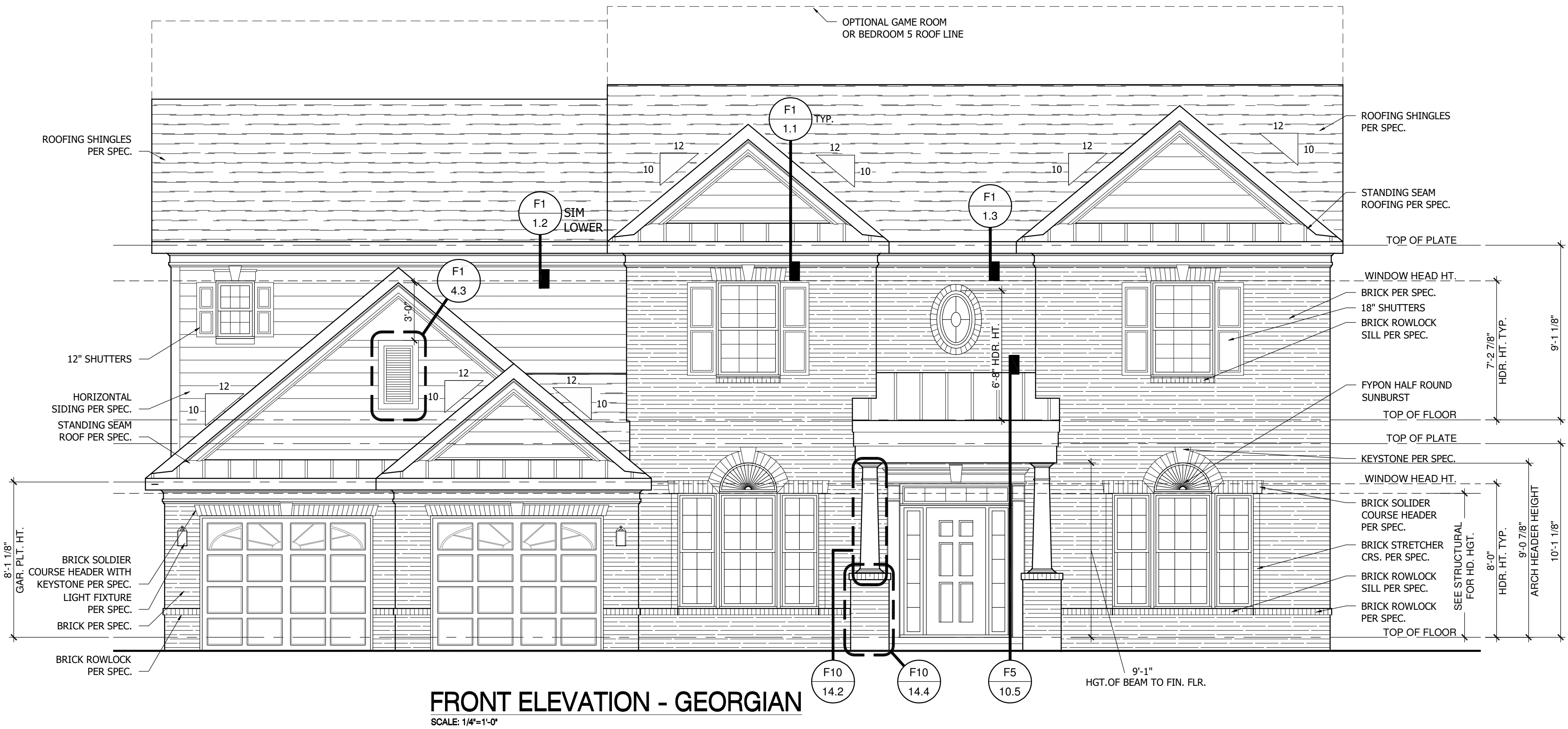
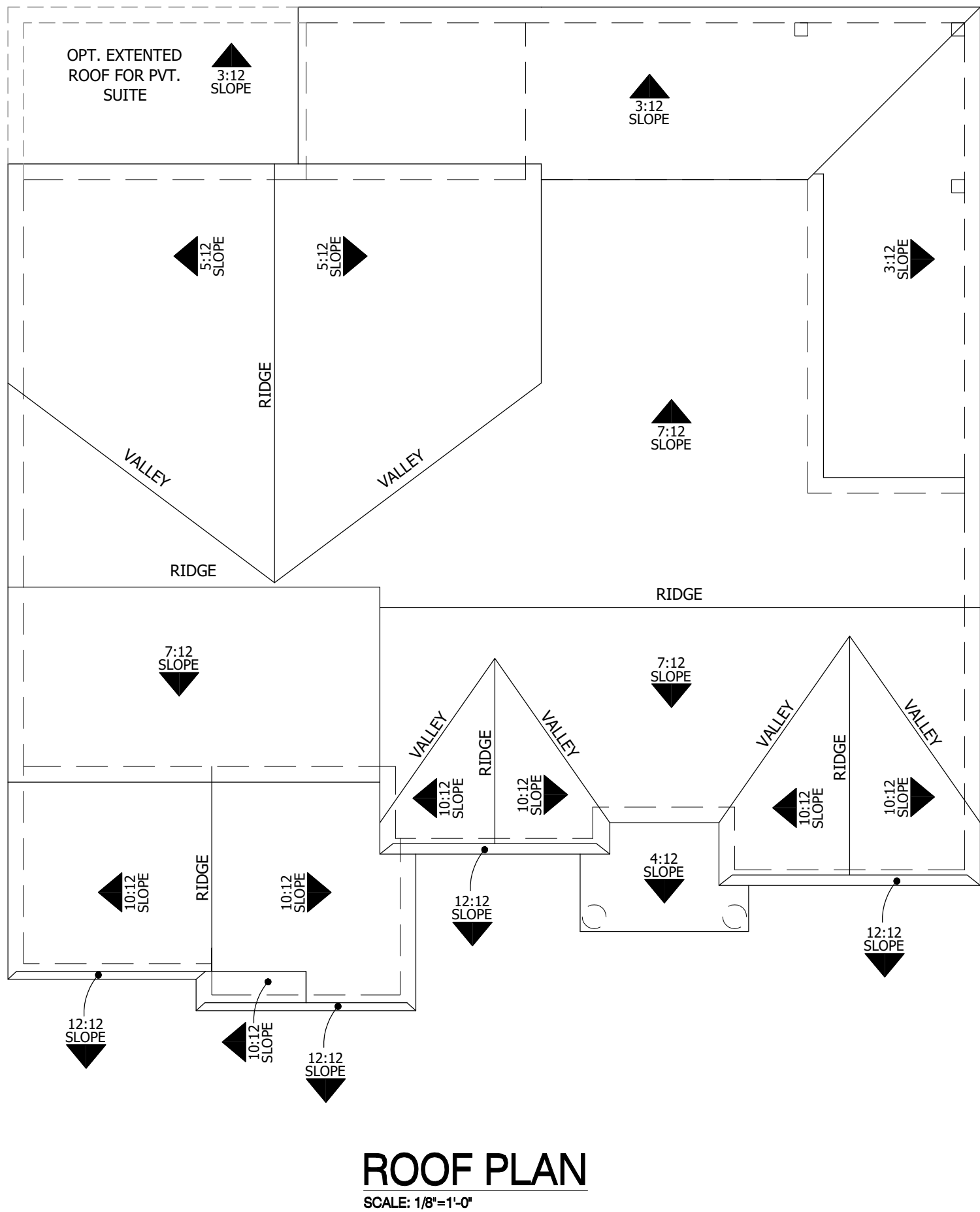
A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES: SEE SHEET F2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F9 FOR GARAGE DOOR AND GARAGE DOOR TRIM DETAILS
SEE SHEET F10 FOR HANDRAIL DETAILS



NOTE: FOR OVERHANGS, SEE DETAILS



FIELDING HOMES

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Fieldstone

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FLORIDA OFFICE: (813) 465-3510

ELEVATION F - GEORGIAN

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
1	
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GARAGE HANDING
LEFT

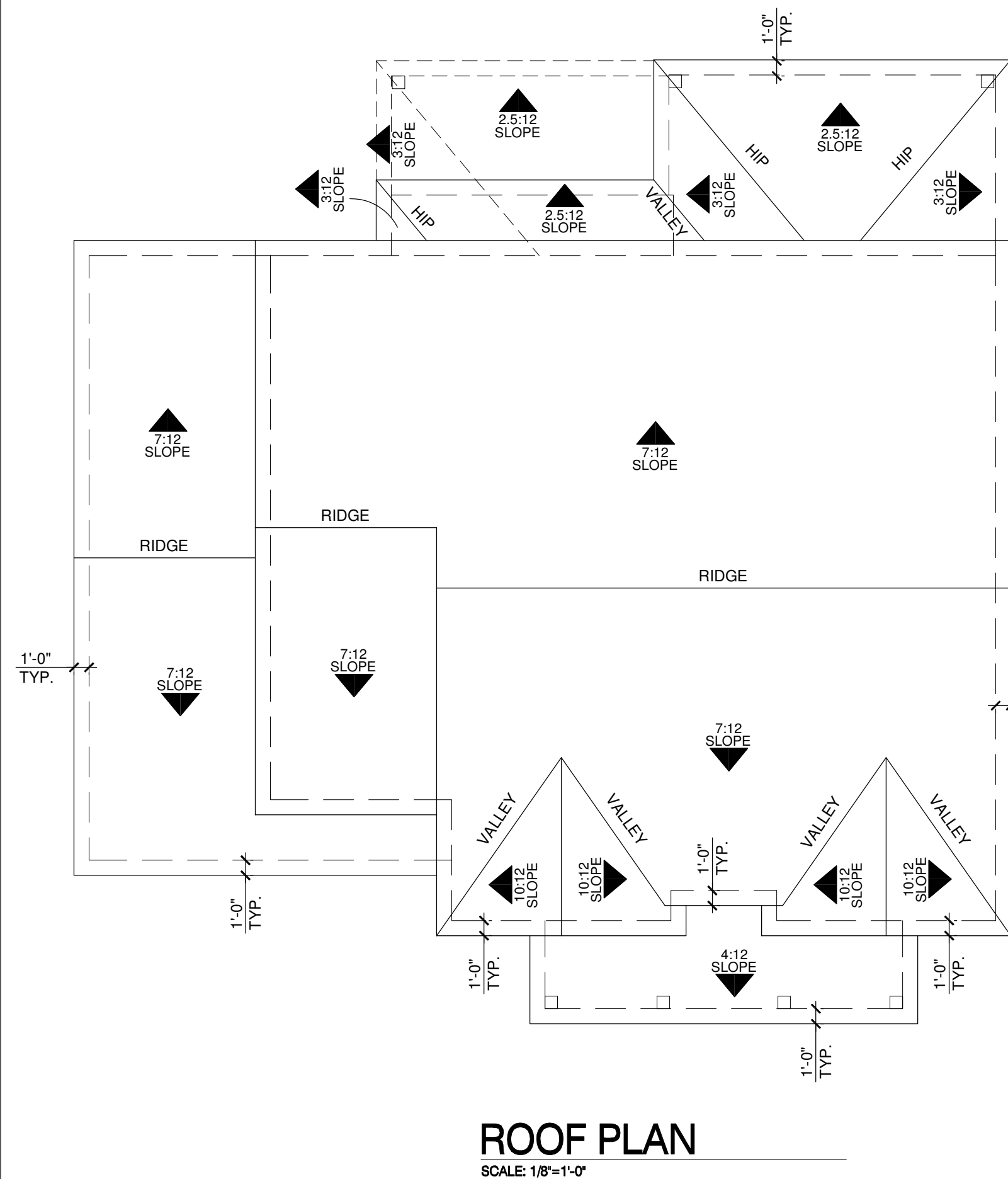
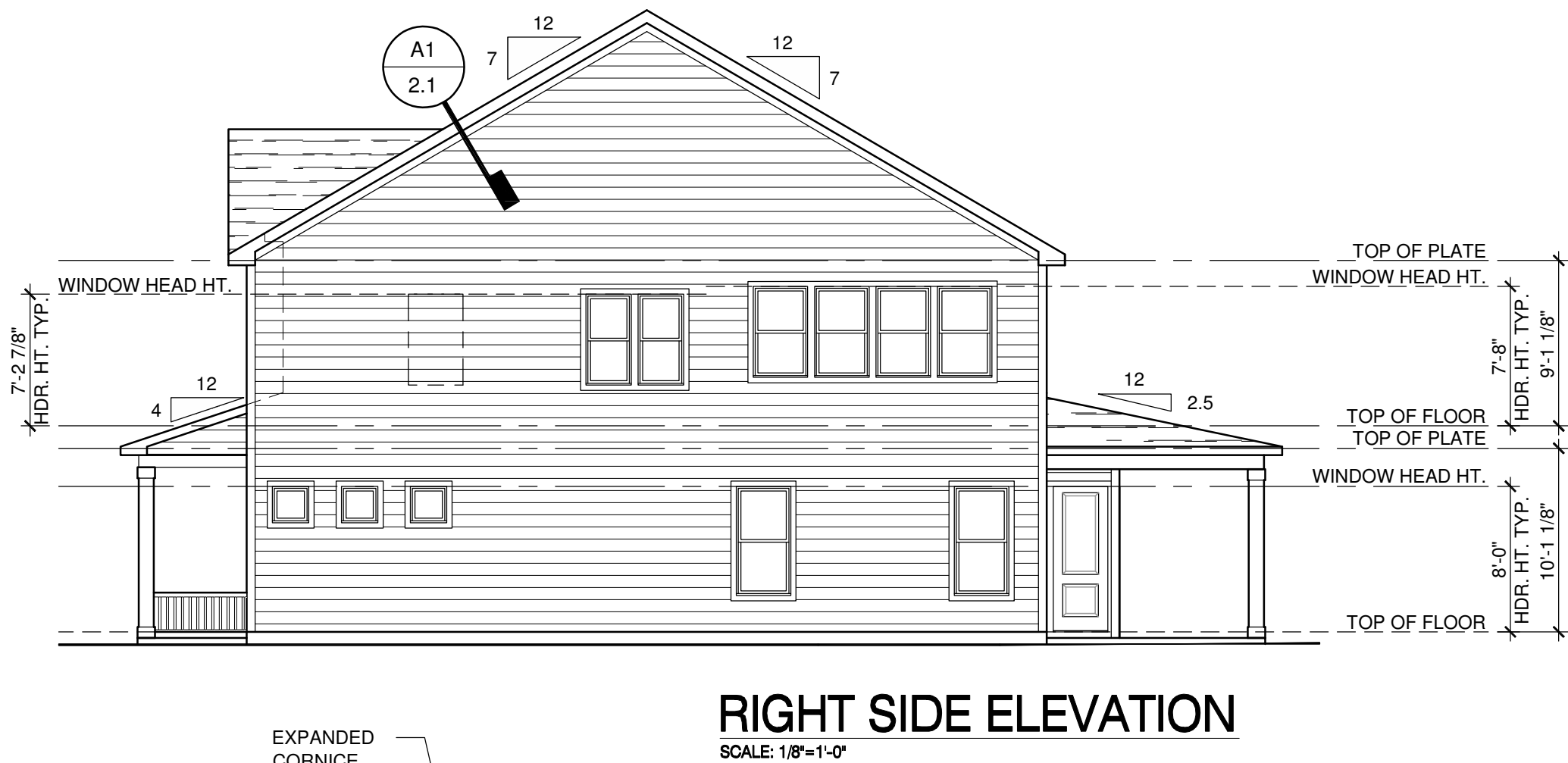
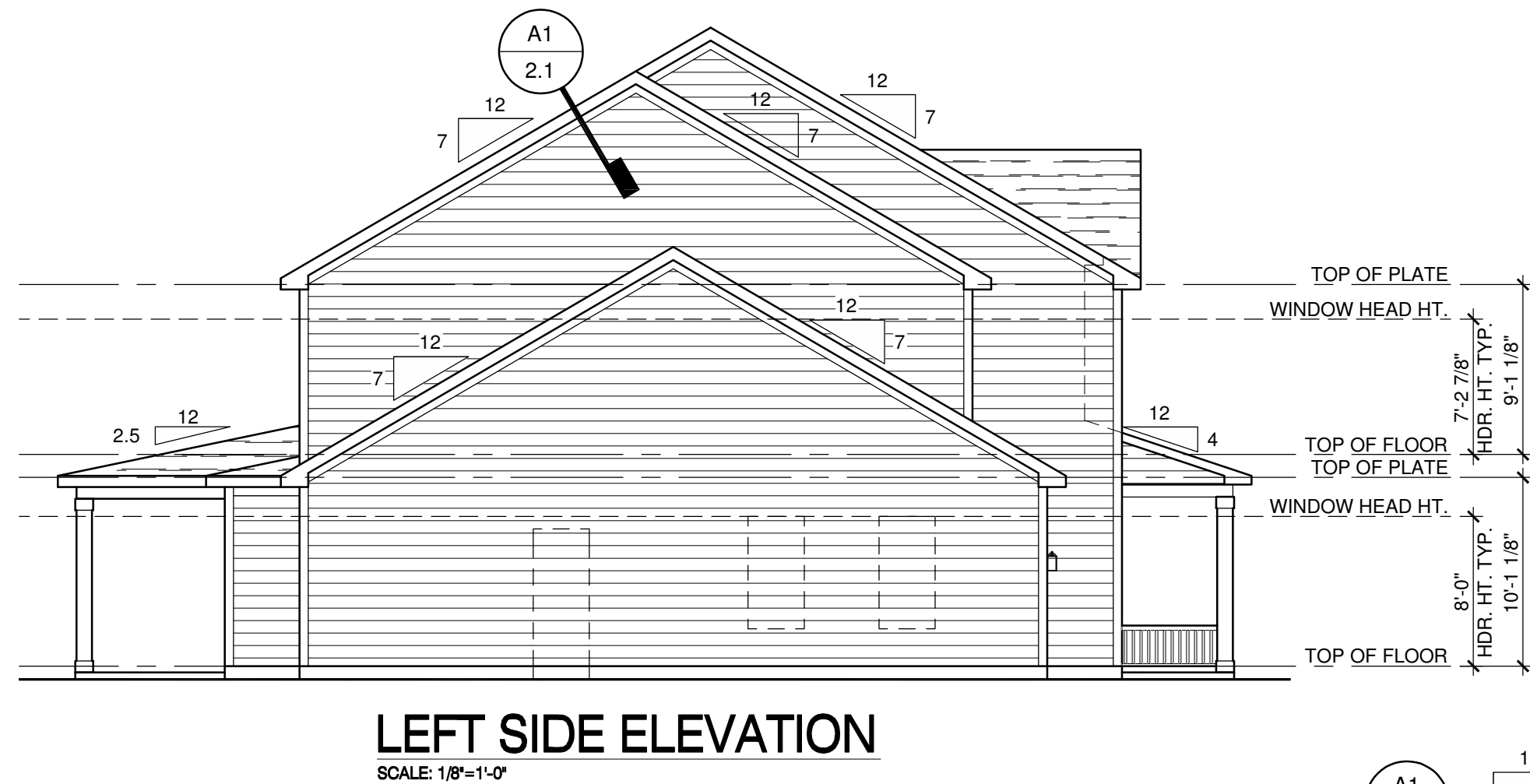
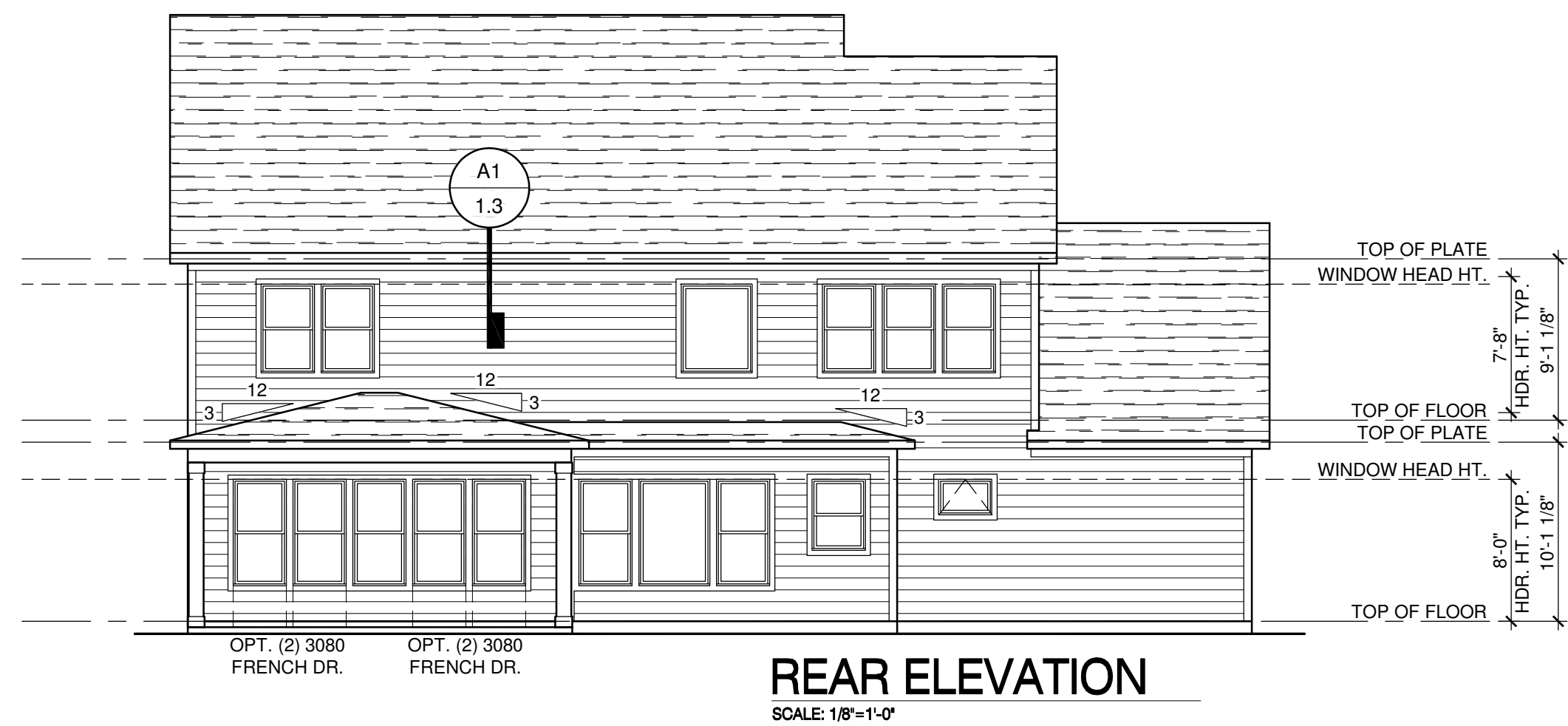
PLAN NUMBER
6004

SHEET

A2.1F

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES: SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



FIELDING HOMES

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Fieldstone

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FLORIDA OFFICE: (813) 466-3510

ELEVATION A - UPCOUNTRY FARMHOUSE

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

CONTROL	RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION	
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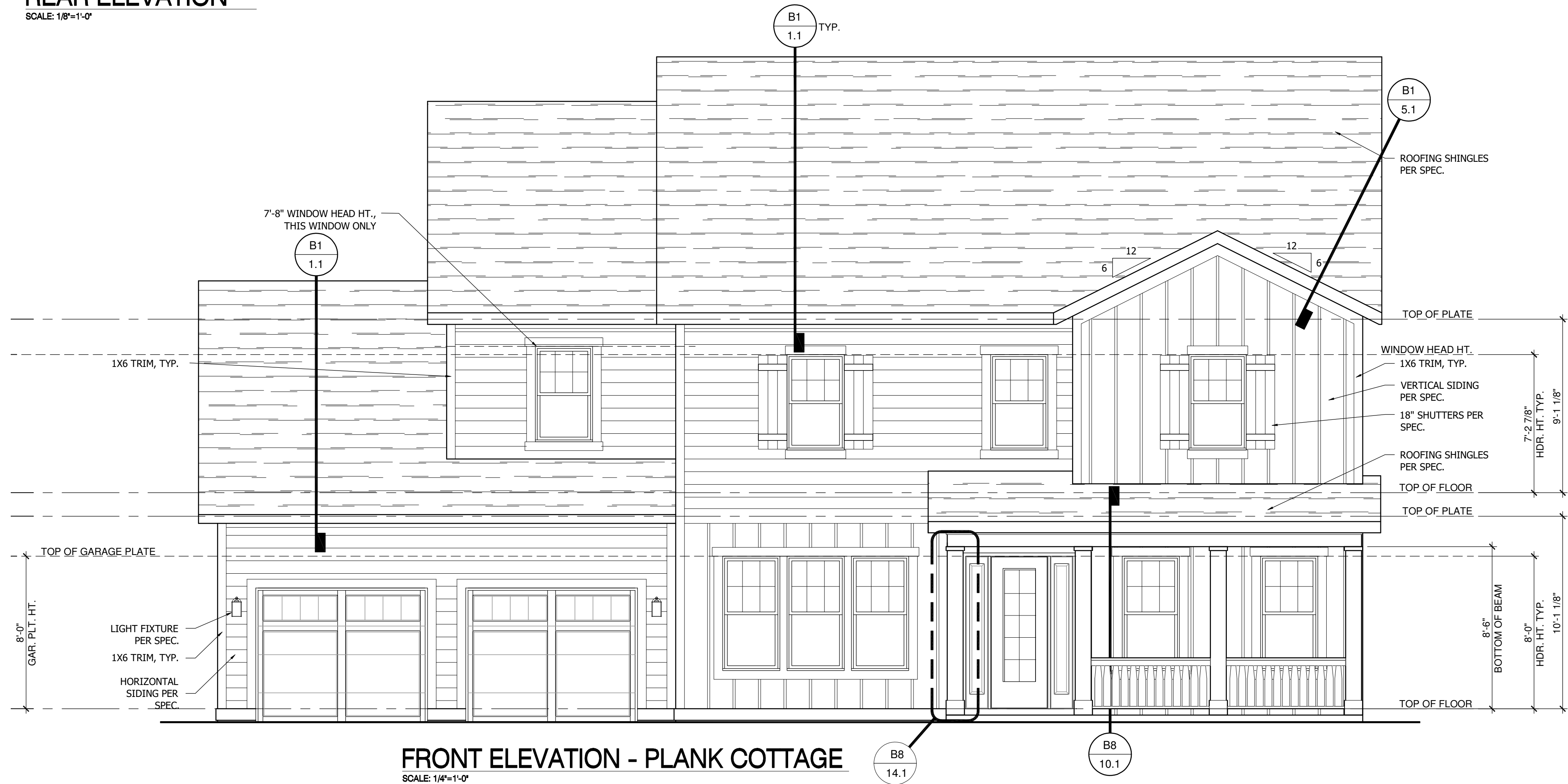
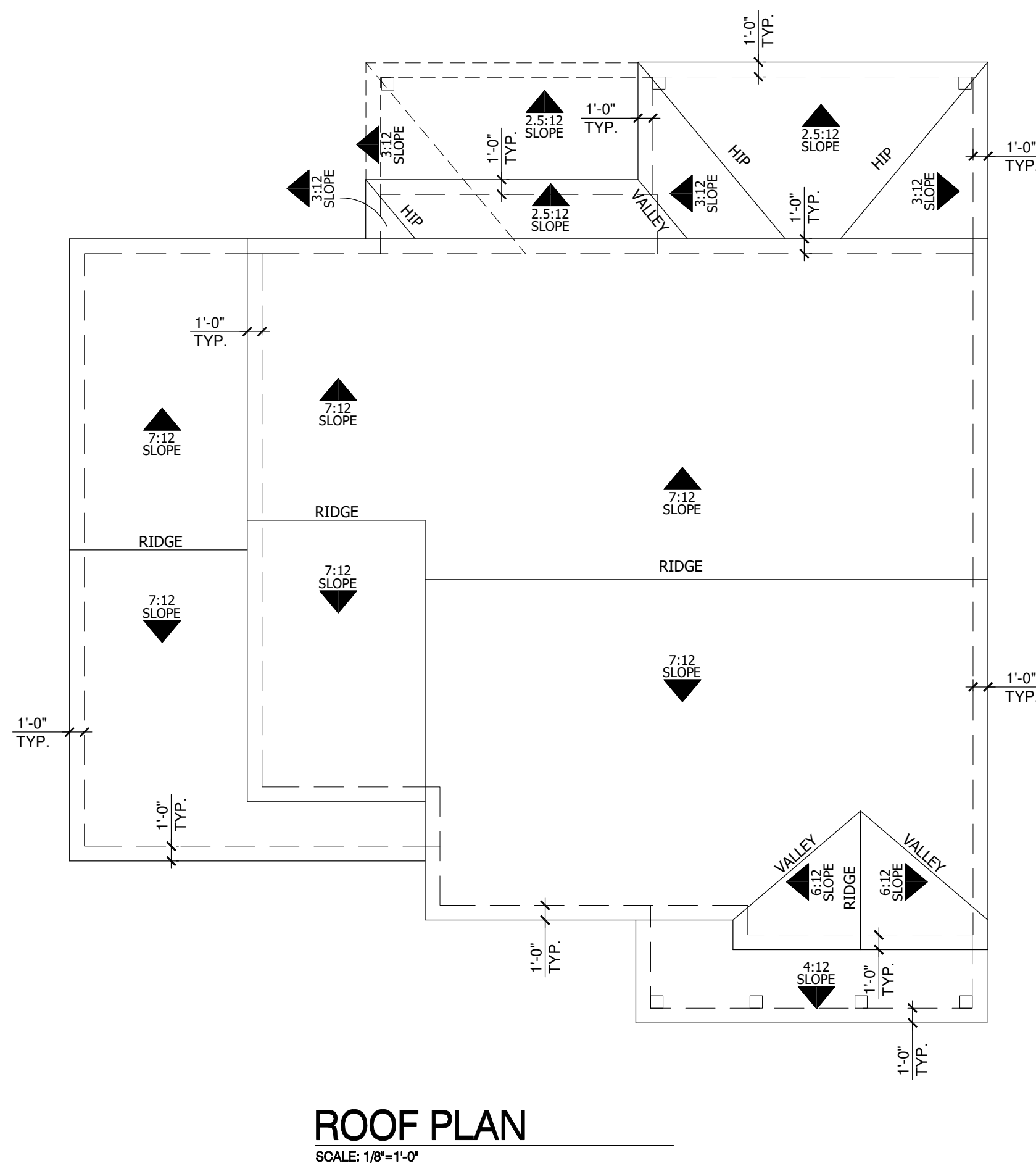
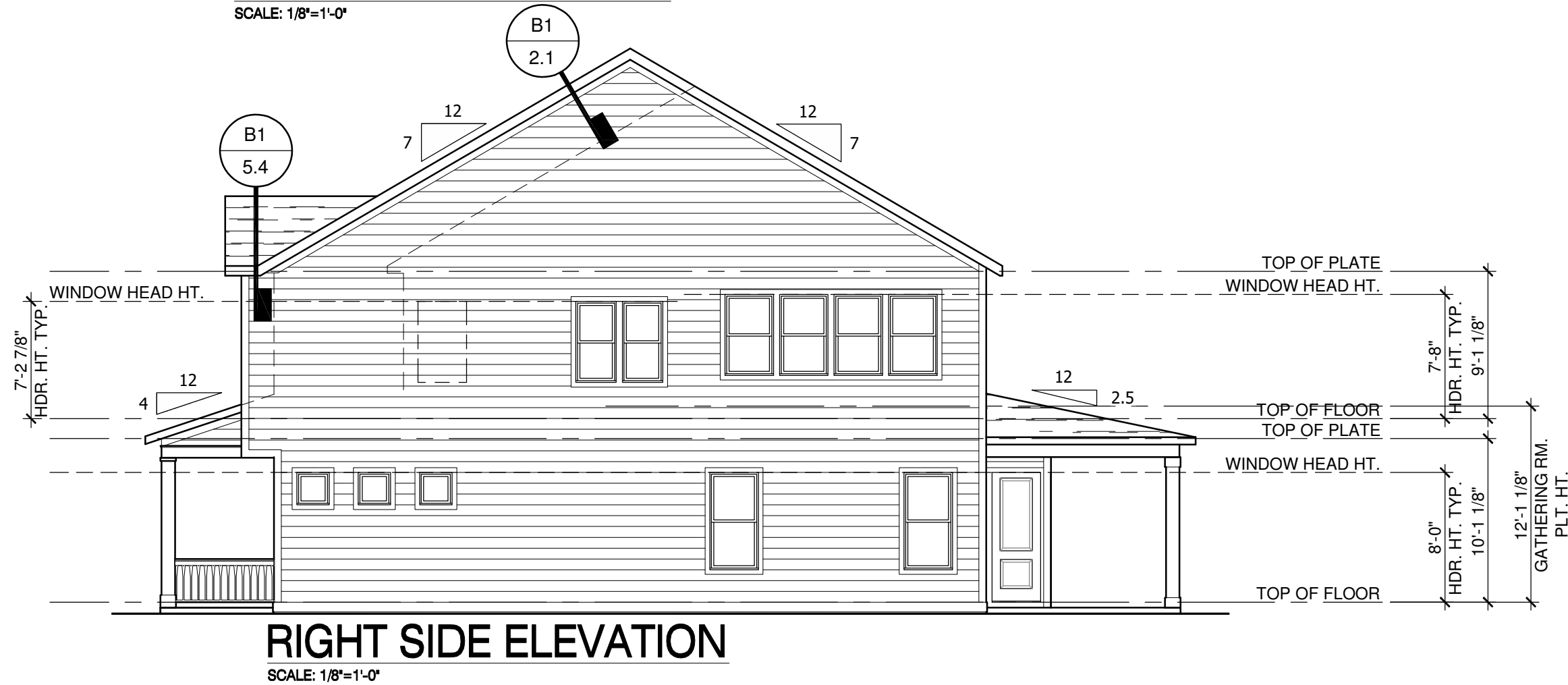
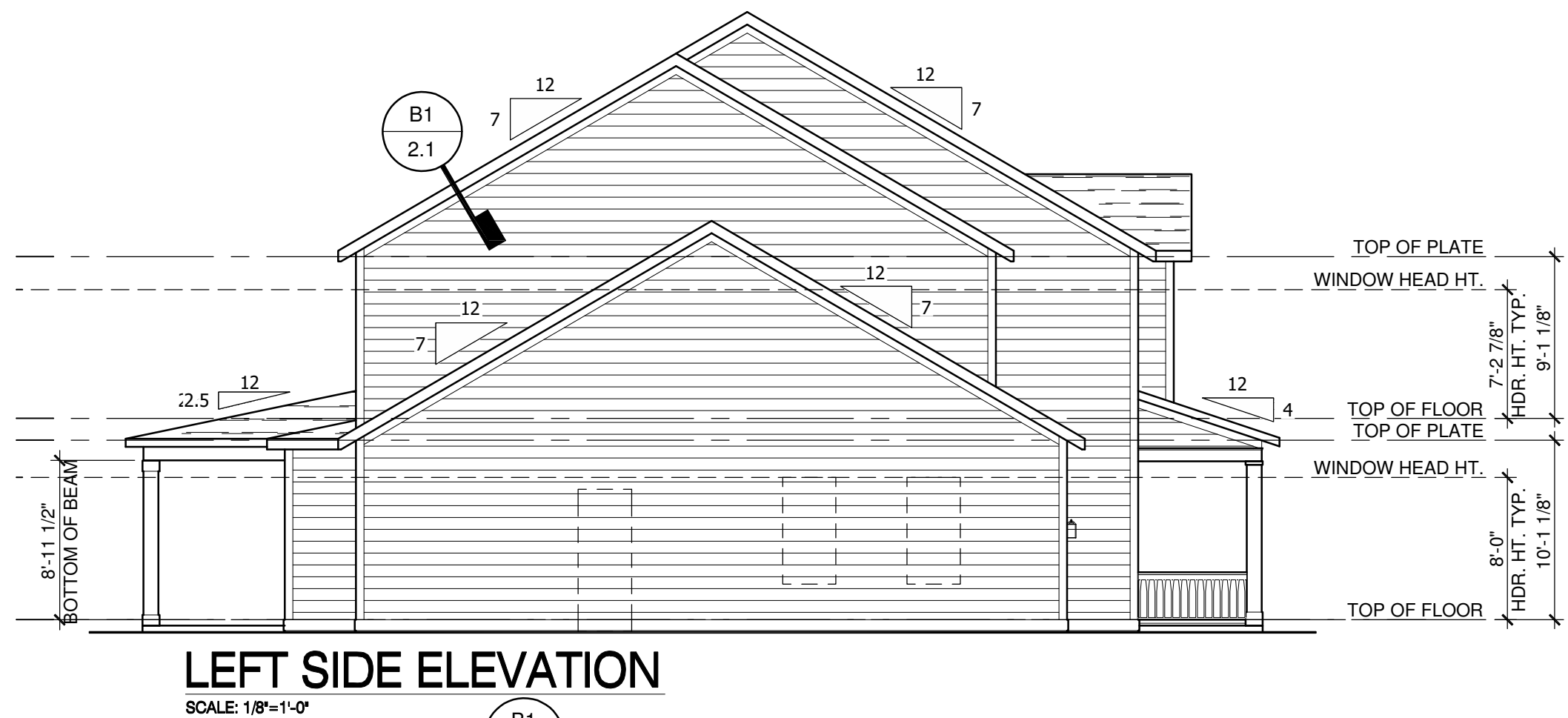
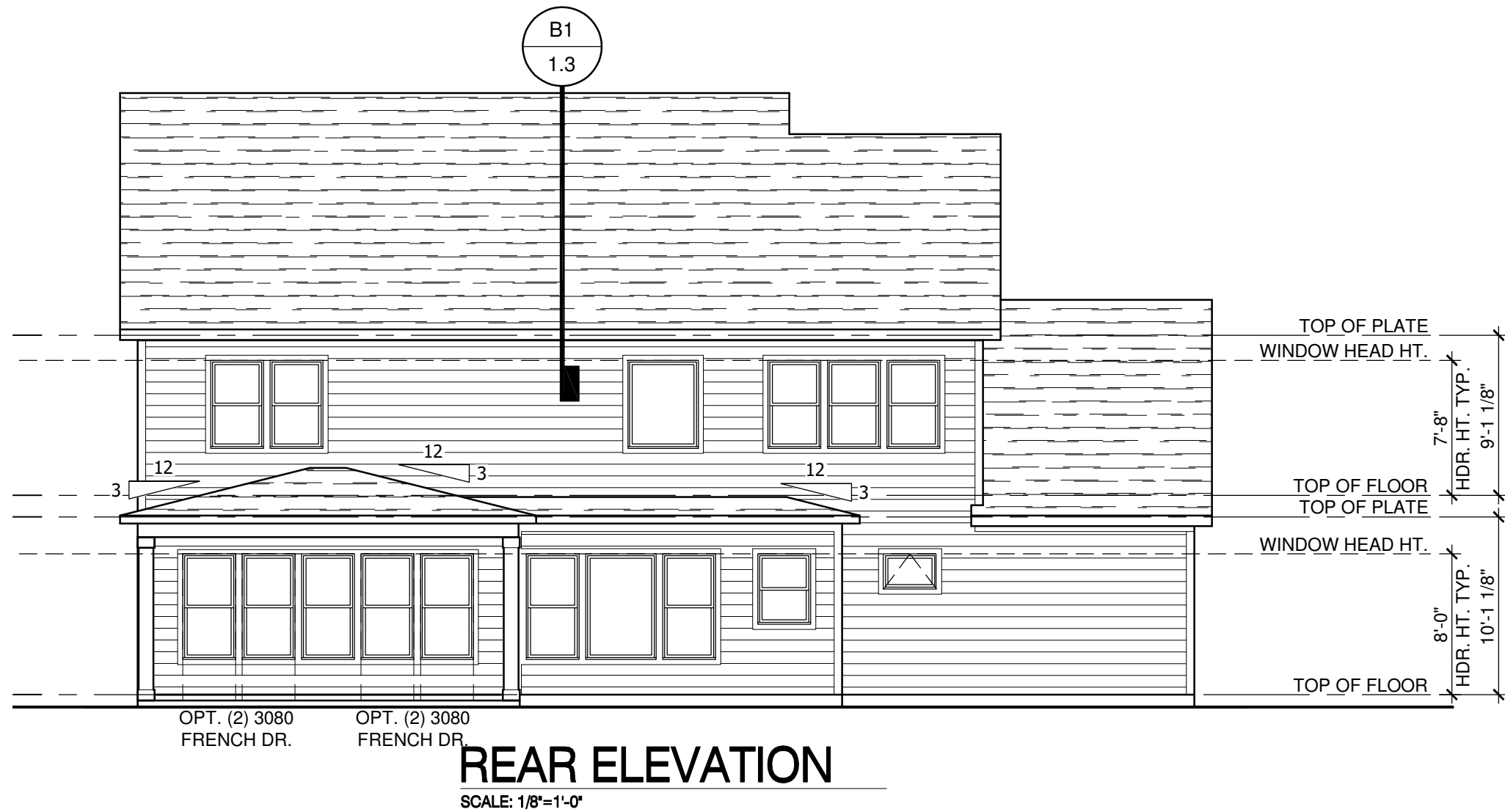
GARAGE HANDING
LEFT

PLAN NUMBER
6005

SHEET

A2.1A

NOTES: SEE SHEET B2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B8 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



FIELDING HOMES

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Fieldstone

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ELEVATION B - PLANK COTTAGE

CONTROL RELEASE DATE:	06-01-16
REV #	DATE/DESCRIPTION
1	
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4	
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GARAGE HANDING
LEFT

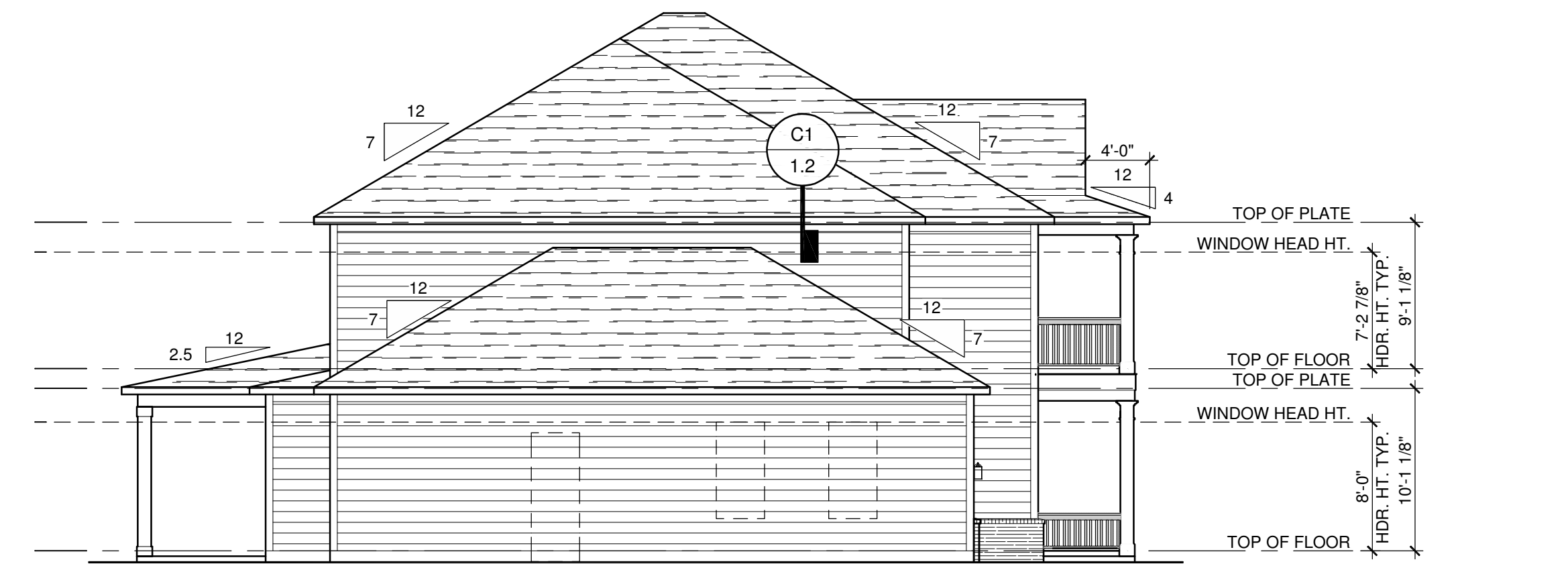
PLAN NUMBER
6005

SHEET

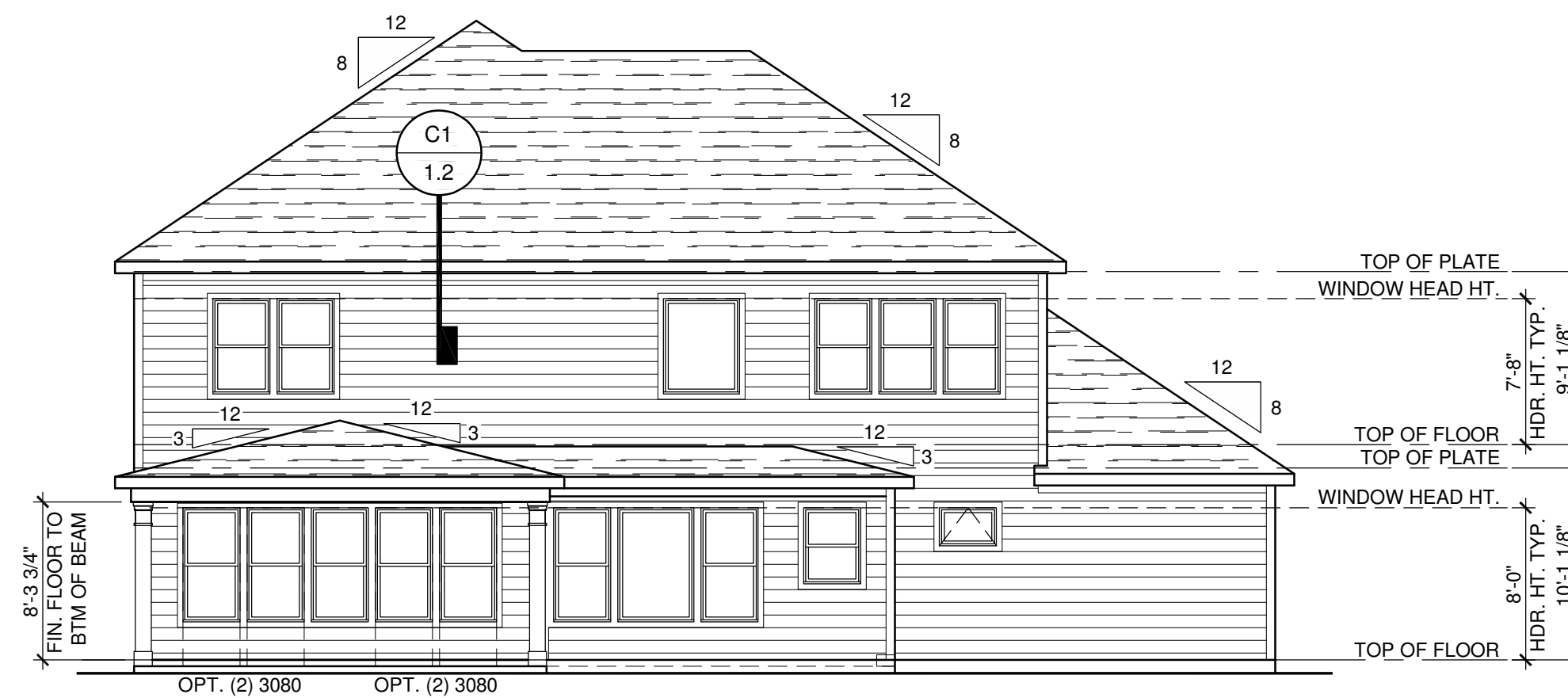
A2.1B

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

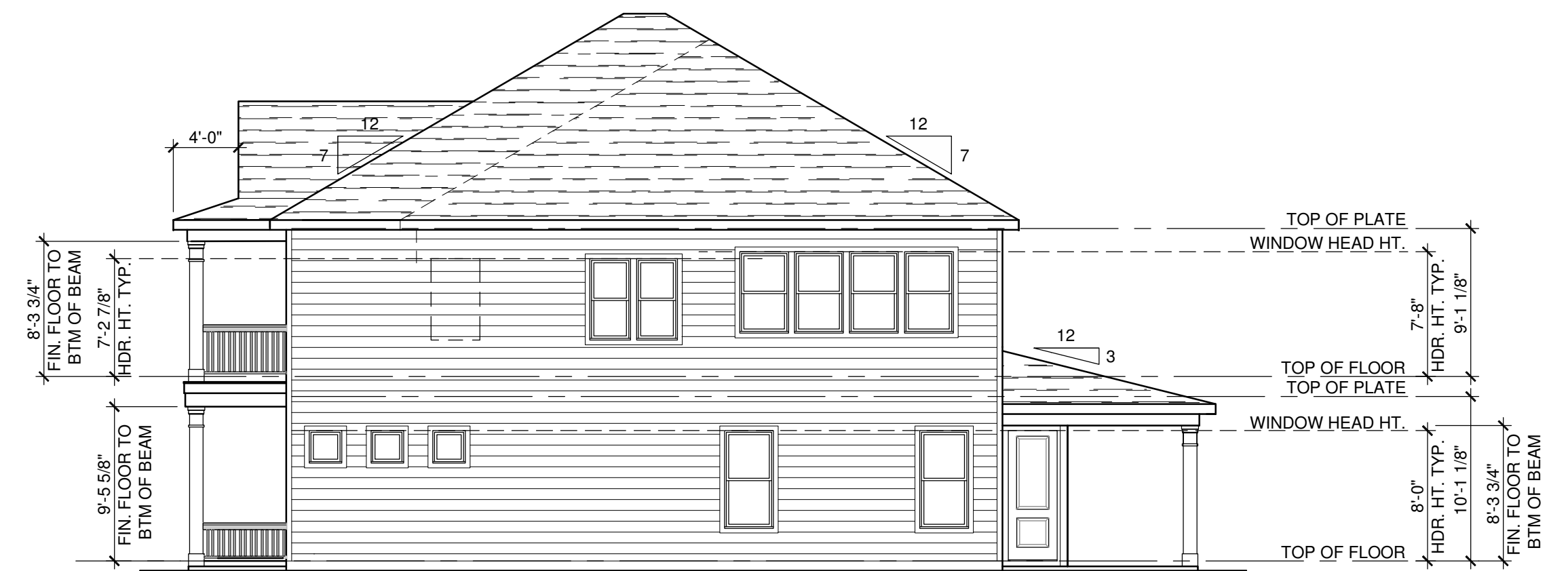
NOTES: SEE SHEET C6 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C6 FOR HANDRAIL, GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS



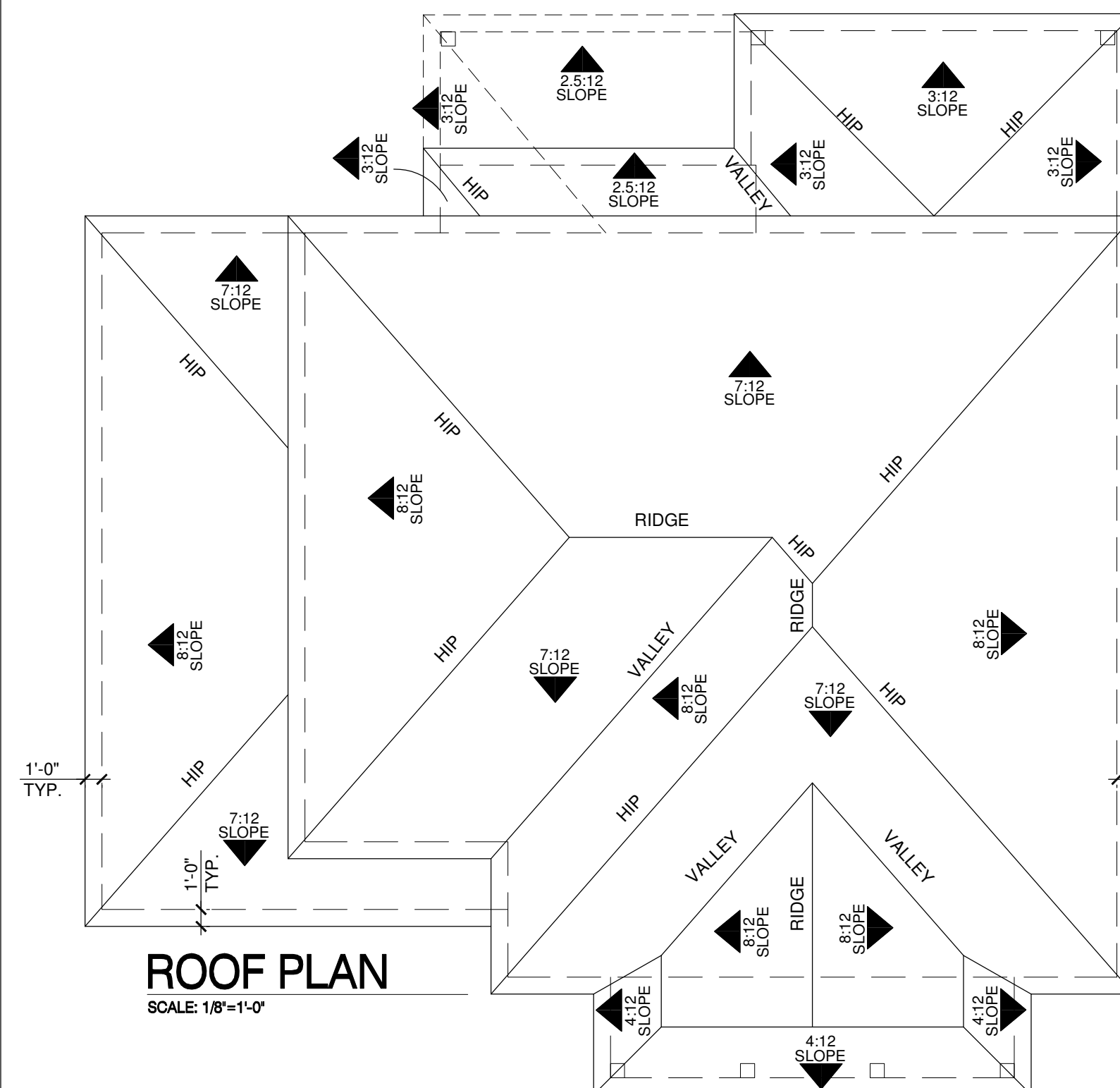
LEFT SIDE ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - COASTAL
SCALE: 1/4"=1'-0"

FIELDING HOMES
227 W. TRADE ST, SUITE 1000
CHARLOTTE, NC 28202

Fieldstone

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MINNESOTA OFFICE: (612) 607-0115

ELEVATION C - COASTAL

CONTROL	
RELEASE DATE: 06-01-16	
EV #	DATE / DESCRIPTION
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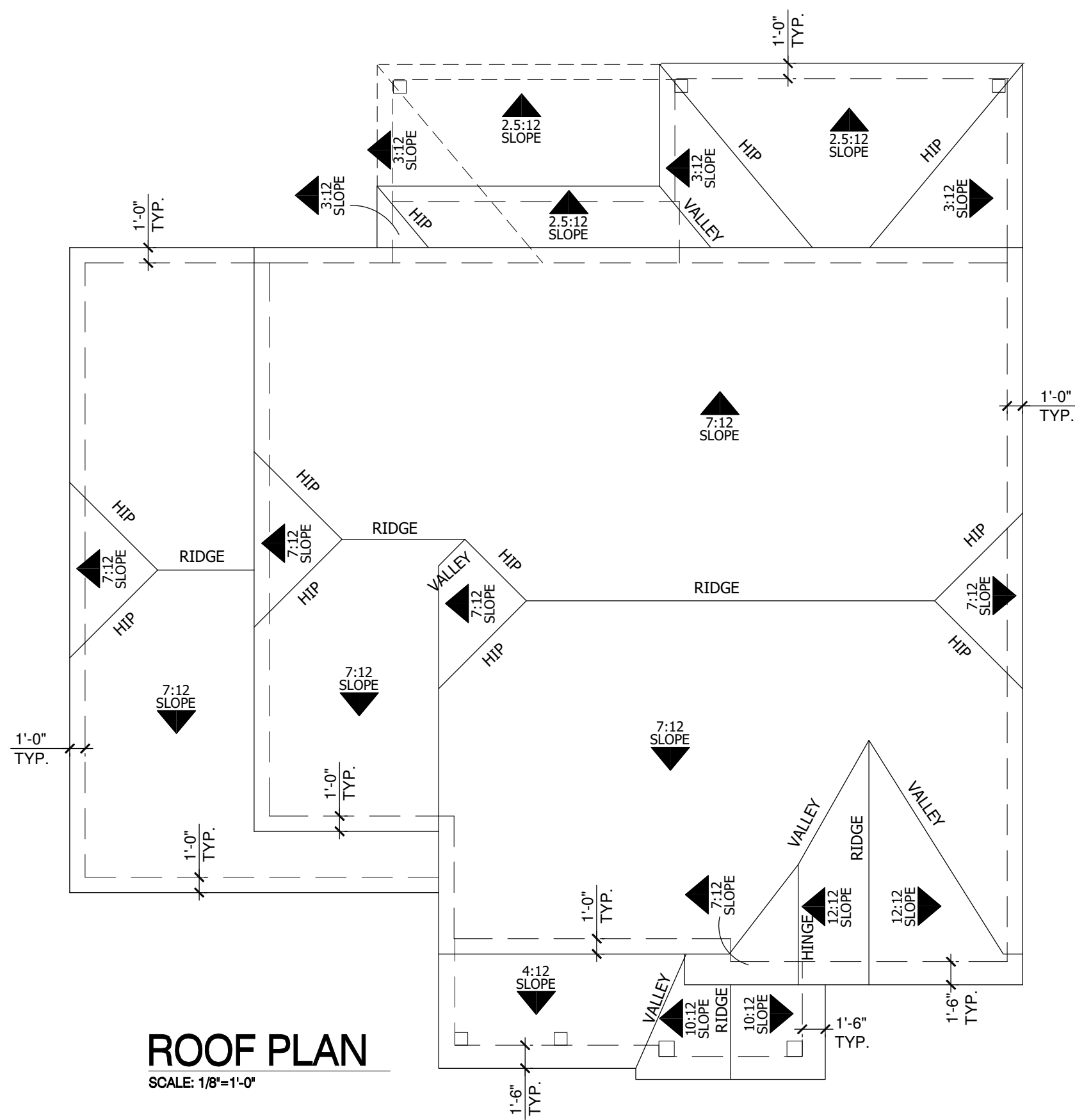
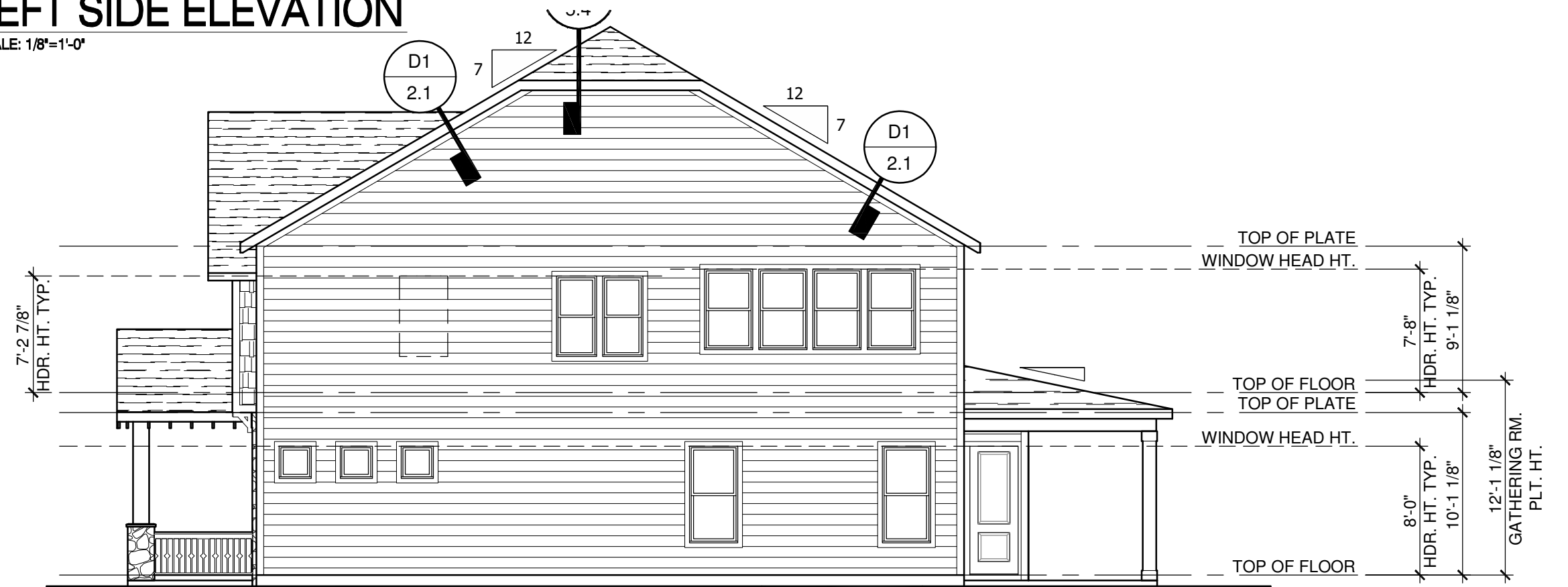
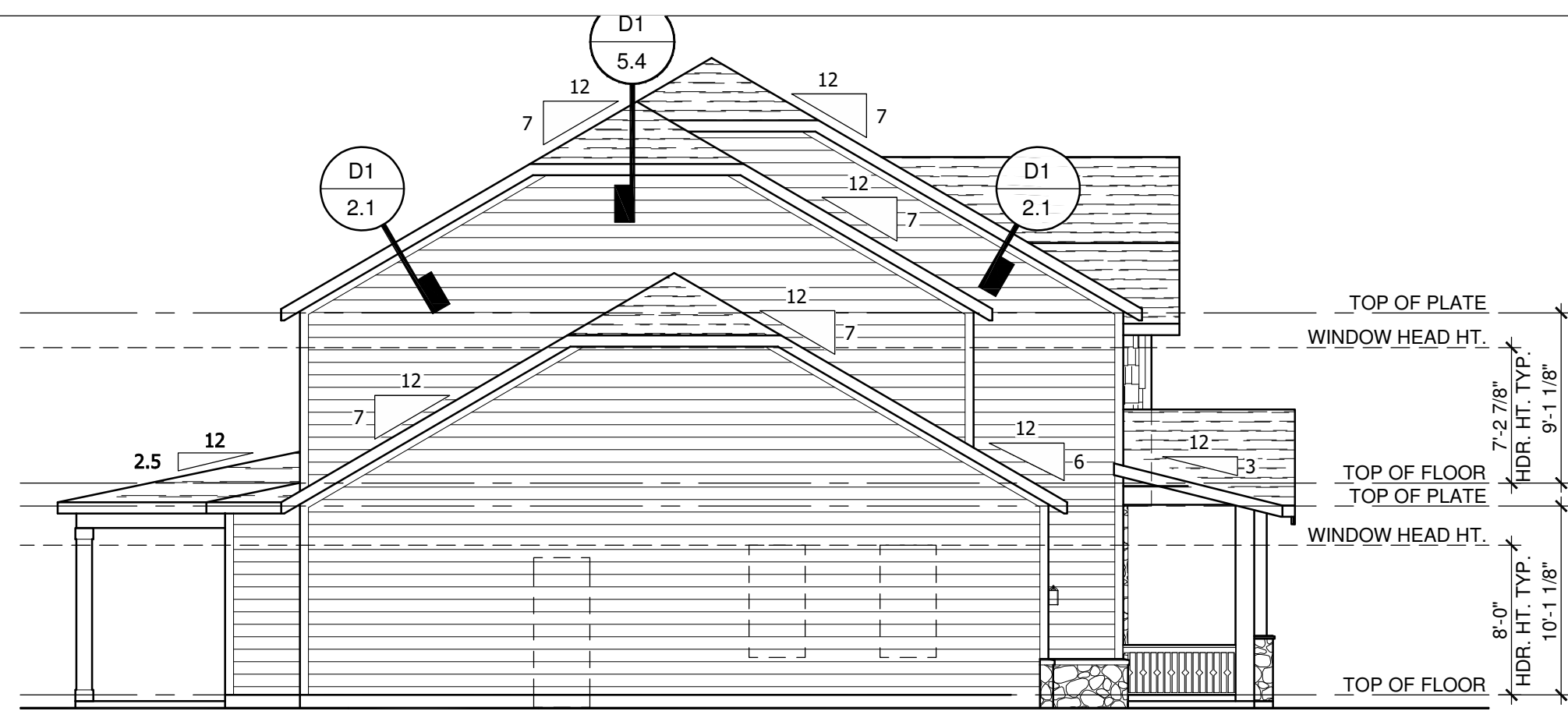
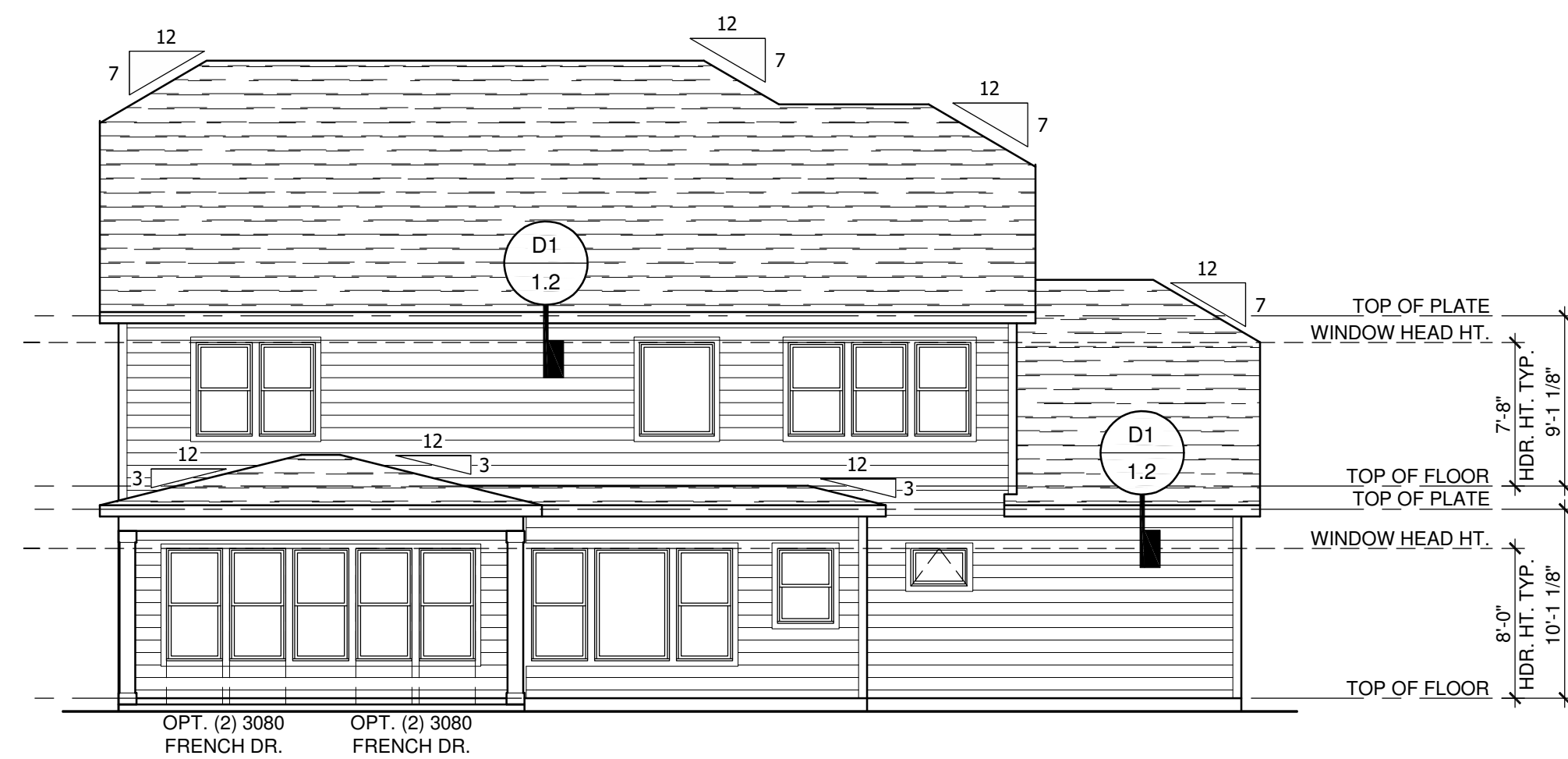
LEFT

AN NUMBER
6005

A2.1C

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOIS - 11x17 SHEET IS REPRESENT 1/2 SCALE PLOIS

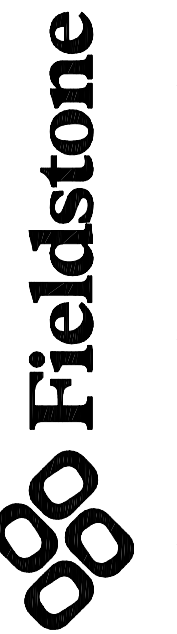
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FIELDING HOMES
227 W. TRADE ST., SUITE 1000
CHARLOTTE, NC 28202

[illegible]

10 FIVE












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MINNESOTA OFFICE: (612) 607-0115

FLORIDA OFFICE: (813) 466-3310
MICHIGAN OFFICE: (248) 622-4035

**FLORIDA OFFICE:
(813) 466-3310**

ELEVATION D - SOUTHERN ARTS & CRAFTS

CONTROL	
RELEASE DATE: 06-01-16	
EV #	DATE / DESCRIPTION
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STORAGE HANDLING
LEFT

PLAN NUMBER
6005

SHEET

A2.1D

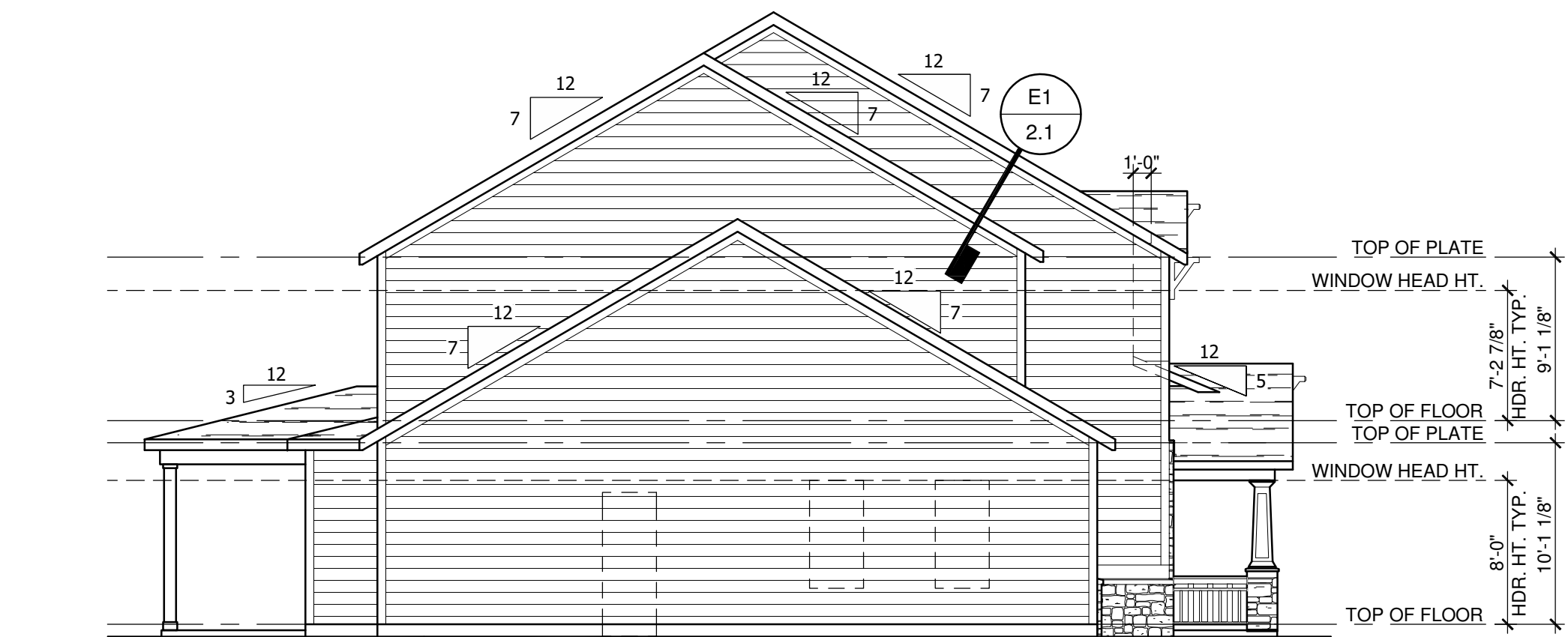
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOT (S - 11x17 SHEET IS REPRESENTED 1/2 SCALE PLOT)

NOTES: SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E7 FOR HANDRAIL DETAILS
SEE SHEET E 10 FOR GARAGE DOOR AND GARAGE DOOR TRIM DETAILS

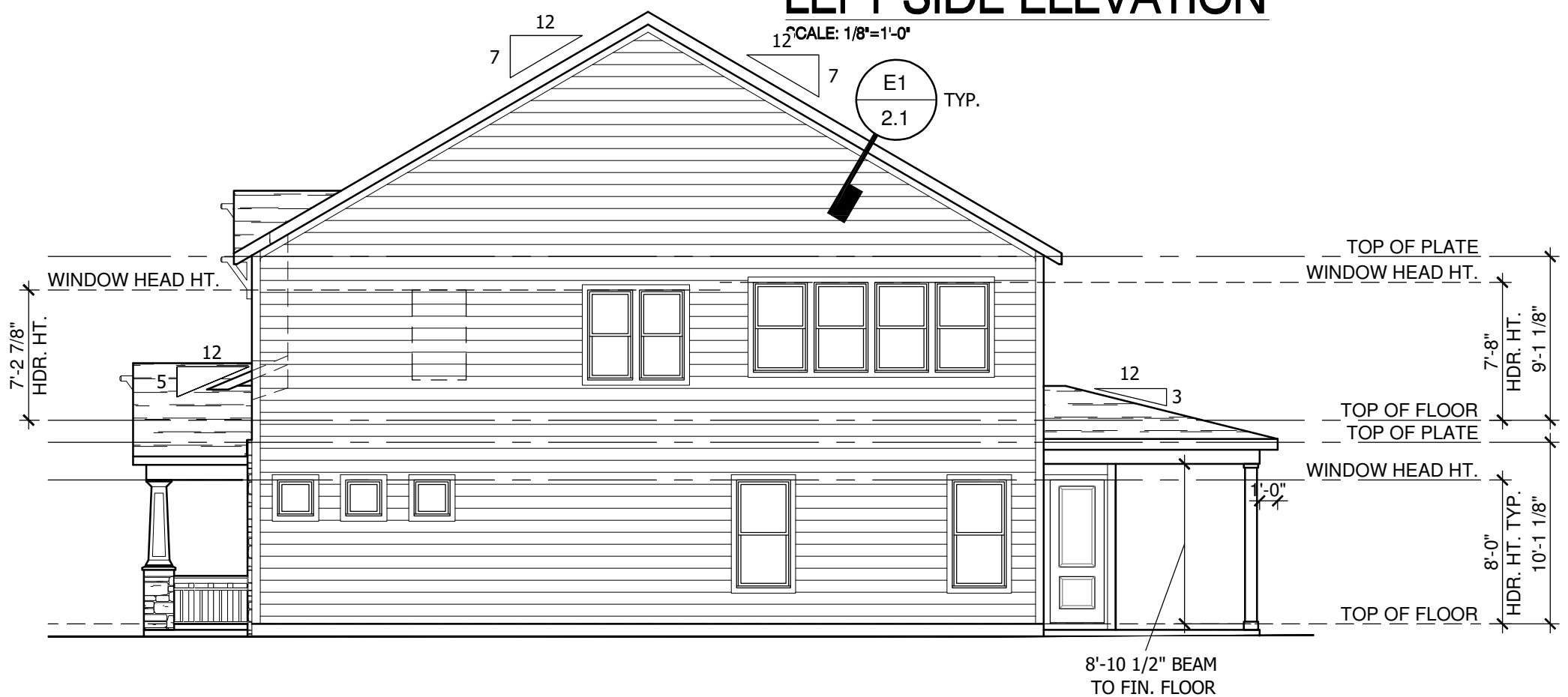


REAR ELEVATION

SCALE: 1/8"=1'-0"

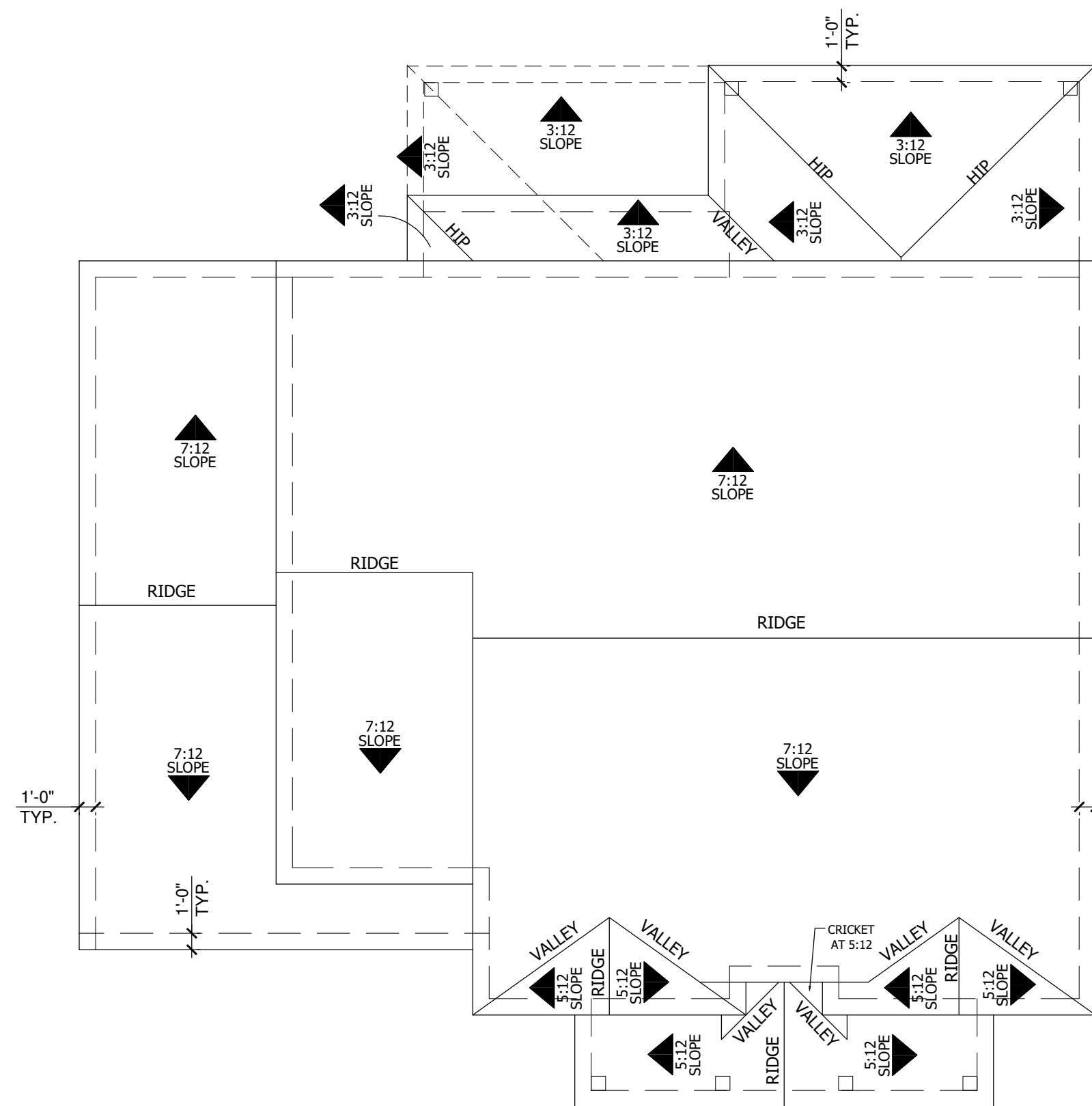


LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



ROOF PLAN

SCALE: 1/8"=1'-0"



FRONT ELEVATION - CRAFTSMAN

SCALE: 1/4"=1'-0"

FIELDING HOMES

227 W. TRADE ST. SUITE 1000
CHARLOTTE, NC 28202

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FLORIDA OFFICE: (813) 465-3510

ELEVATION E - CRAFTSMAN

CONTROL RELEASE DATE:	06-01-16
REV #	DATE / DESCRIPTION
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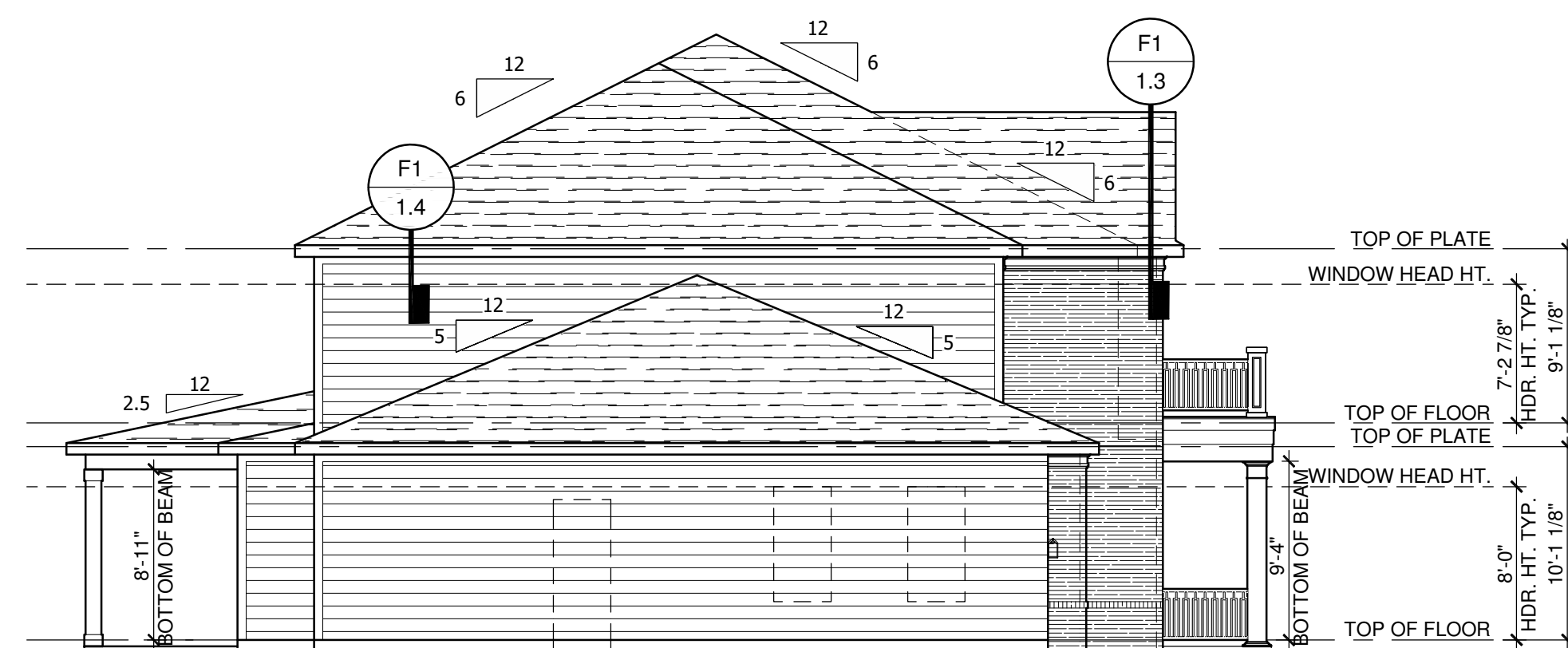
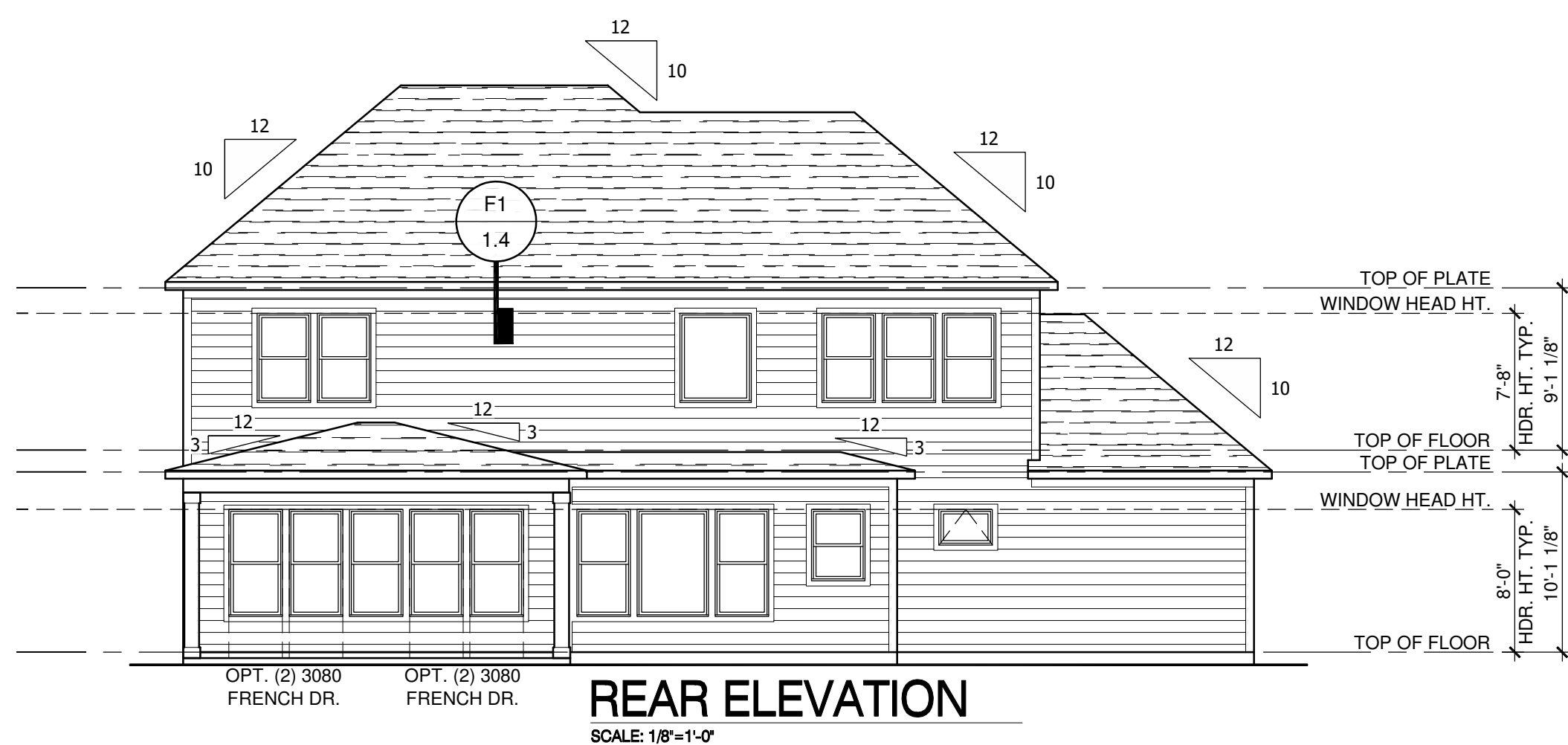
GARAGE HANDING
LEFT

PLAN NUMBER
6005

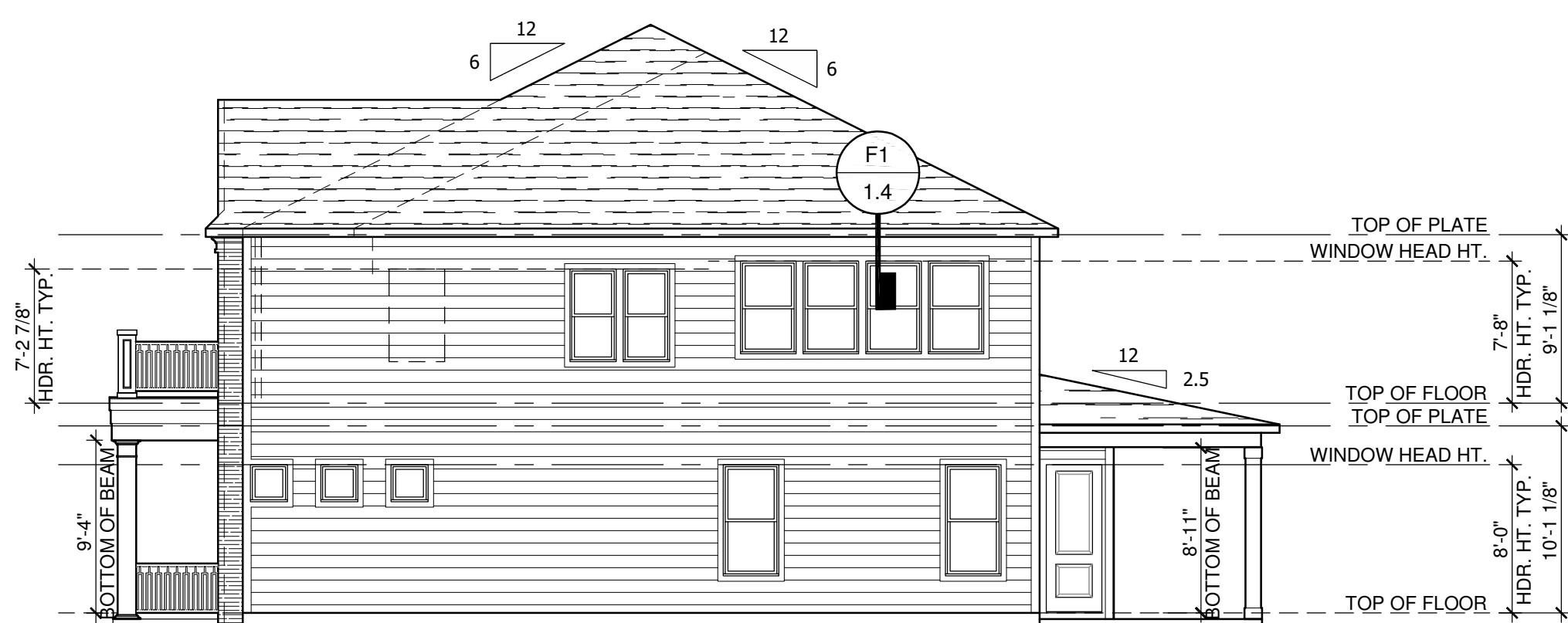
SHEET
A2.1E

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES: SEE SHEET F2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F9 FOR GARAGE DOOR AND GARAGE DOOR TRIM
DETAILS
SEE SHEET F10 FOR HANDRAIL DETAILS

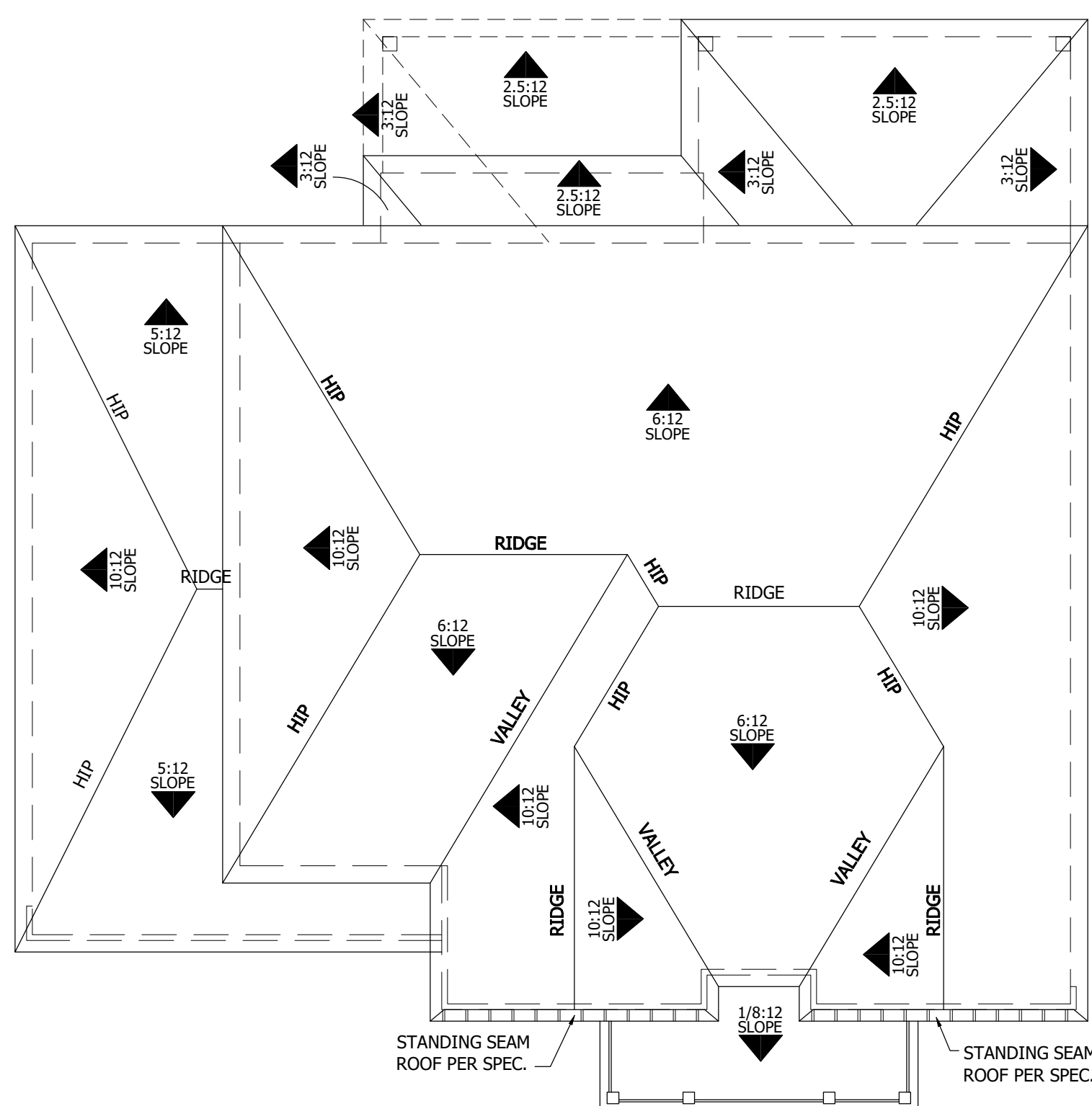


LEFT SIDE ELEVATION

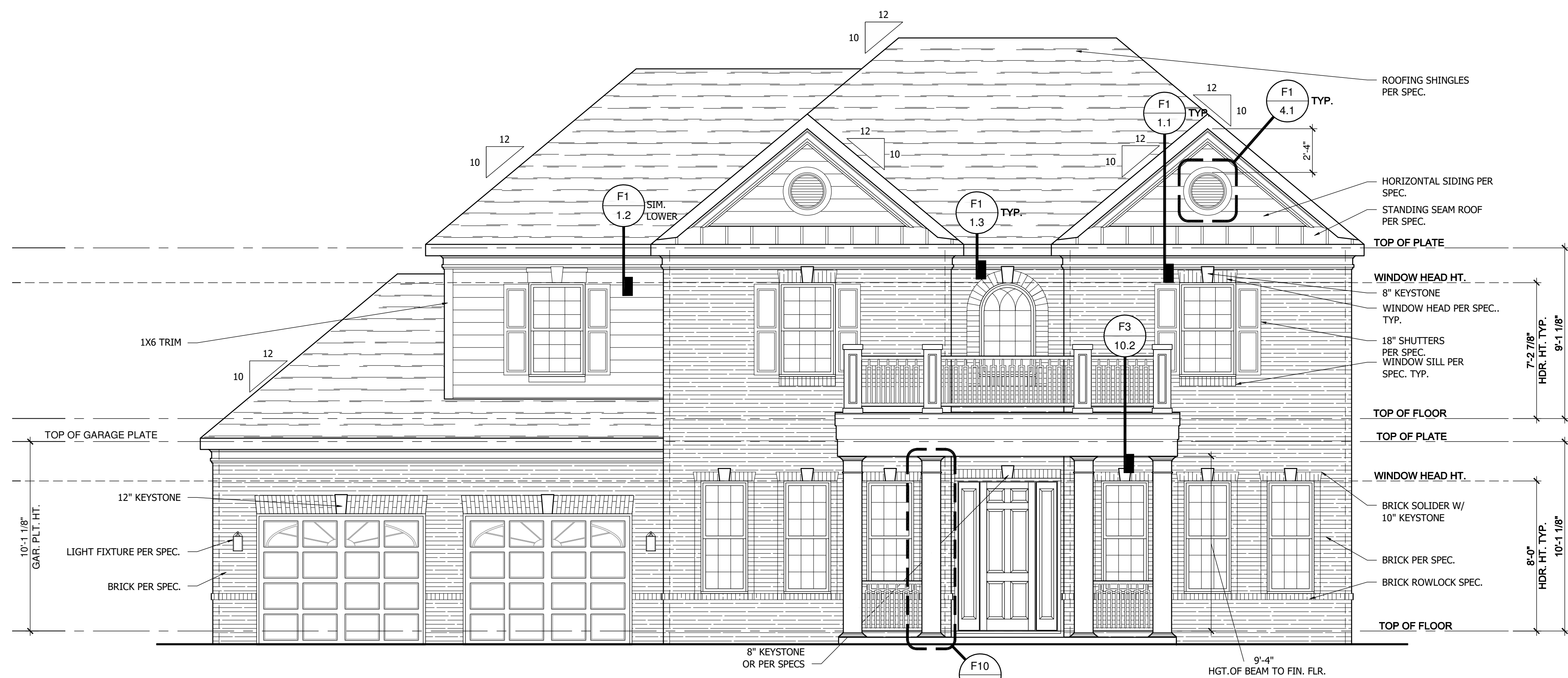


RIGHT SIDE ELEVATION

NOTE: FOR OVERHANGS, SEE DETAILS



ROOF PLAN



FRONT ELEVATION - GEORGIAN
SCALE: 1/4"=1'-0"

FIELDING HOMES
227 W. TRADE ST, SUITE 1000
CHARLOTTE, NC 28202

Fieldstone

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 MICHIGAN OFFICE: (248) 822-4035
 MINNESOTA OFFICE: (612) 607-0115

ELEVATION F - GEORGIAN

CONTROL RELEASE DATE: 06-01-16	
REV #	DATE / DESCRIPTION
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GARAGE HANDLING
LEFT

PLAN NUMBER
6005

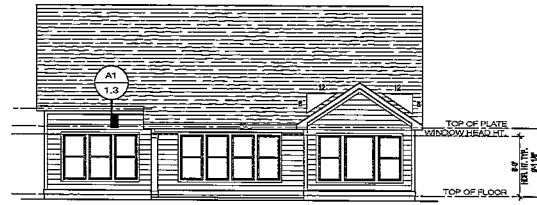
SHEET

A2.1F

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES:

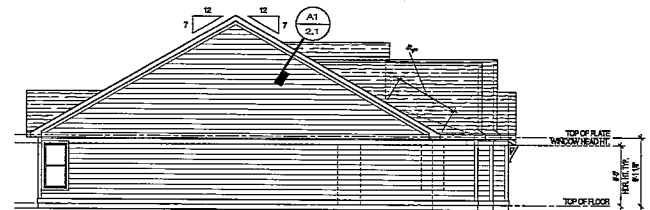
SEE SHEET A2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



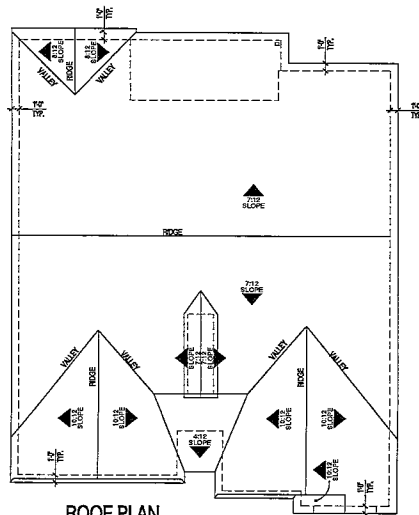
REAR ELEVATION
SCALE 1/8"=1'-0"



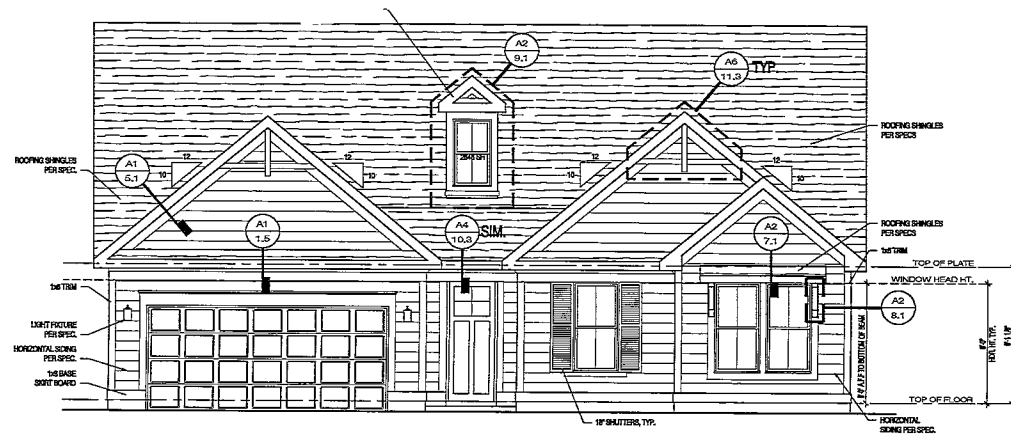
RIGHT SIDE ELEVATION
SCALE 1/8"=1'-0"



LEFT SIDE ELEVATION
SCALE 1/8"=1'-0"



ROOF PLAN
SCALE 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE 1/8"=1'-0"

FIELDING
HOMES

Fieldstone
HOMES
HOMES

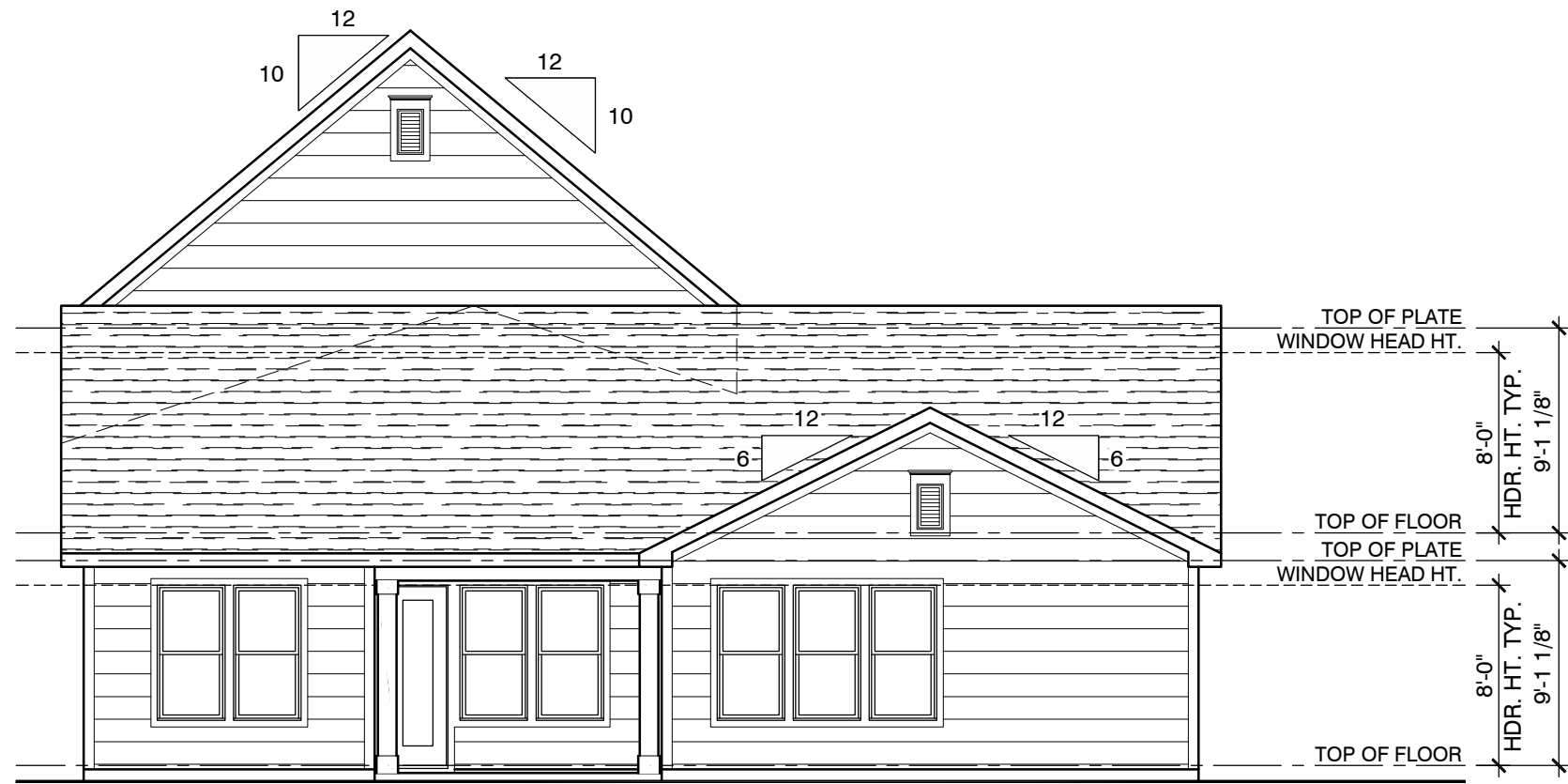
ELEVATION A -
UPCOUNTRY FARMHOUSE

CONTROL	REVISION	DATE	BY
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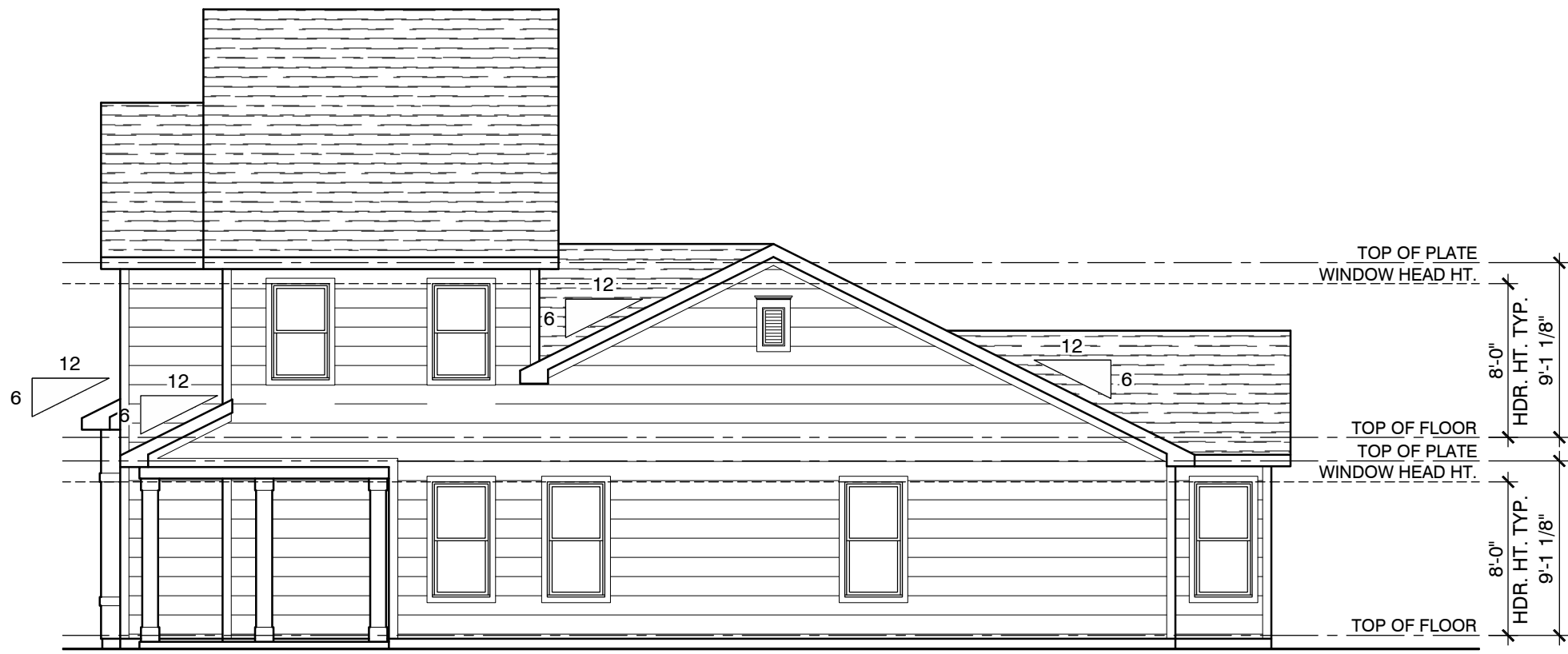
ORIGINATING
LEFT

PLAN NUMBER
4901

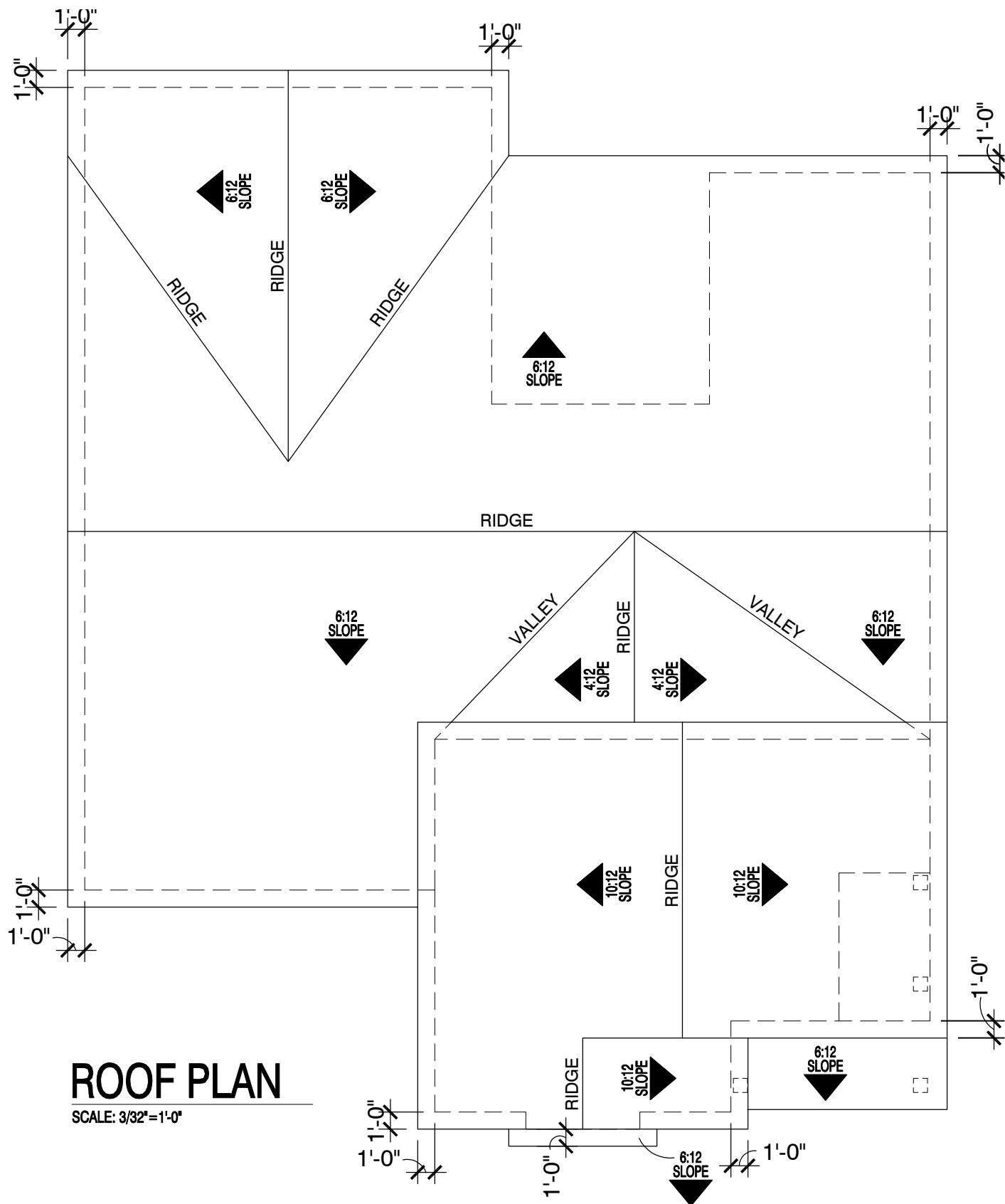
SHEET
A2.1A



REAR ELEVATION
SCALE: 1/8"=1'-0"



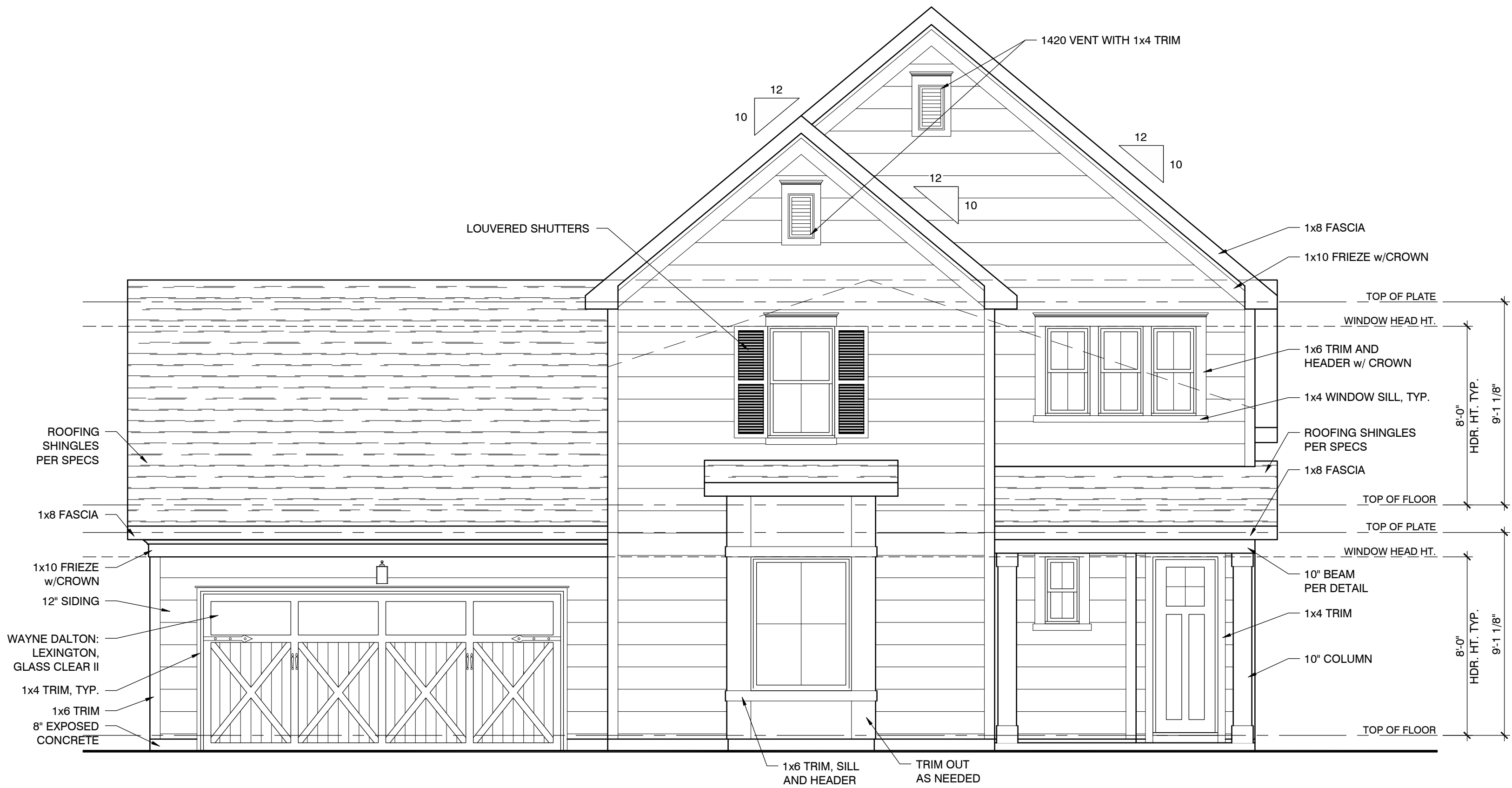
RIGHT SIDE ELEVATION
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 3/32"=1'-0"



LEFT SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION - UPCOUNTRY FARMHOUSE
SCALE: 1/4"=1'-0"

NOTES:
SEE SHEET A1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET A4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Fieldstone
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MICHIGAN OFFICE: (248) 822-4335

ELEVATION A -
UPCOUNTRY FARMHOUSE

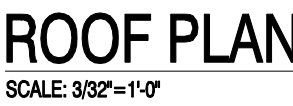
CONTROL RELEASE DATE:	9-12-16
REV #	DATE / DESCRIPTION
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GARAGE HANDING
LEFT

PLAN NUMBER
4911

SHEET

A2.1A

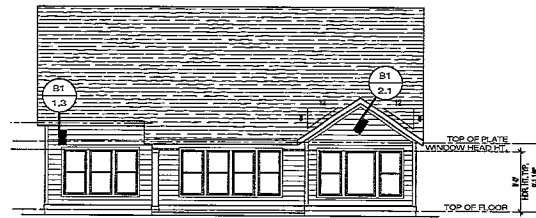


SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS

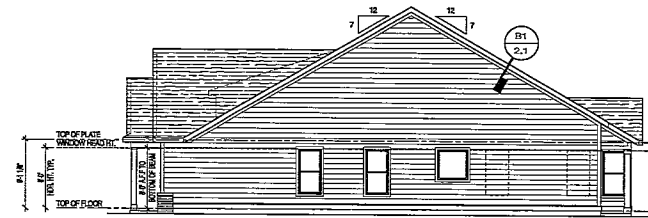
NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

NOTES:

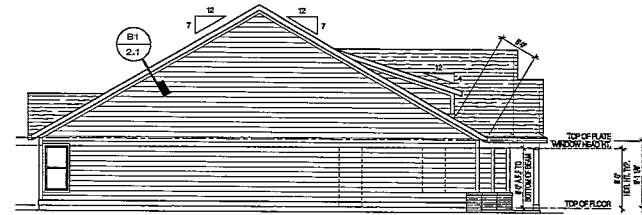
SEE SHEET B1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET B7 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



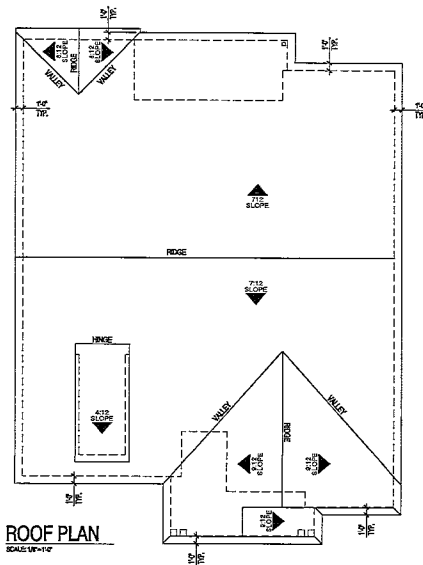
REAR ELEVATION
SCALE: 3/8"=1'-0"



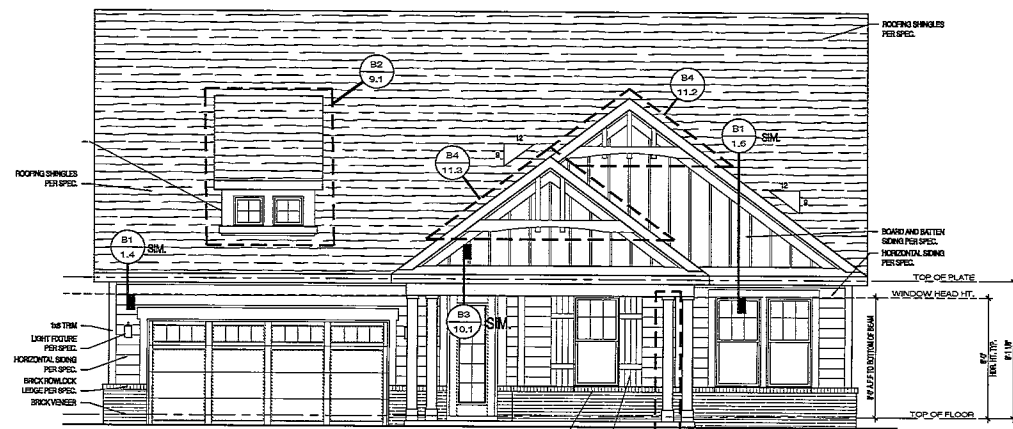
RIGHT SIDE ELEVATION
SCALE: 3/8"=1'-0"



LEFT SIDE ELEVATION
SCALE: 3/8"=1'-0"



ROOF PLAN
SCALE: 3/8"=1'-0"



FRONT ELEVATION - PLANK COTTAGE
SCALE: 3/8"=1'-0"

FIELDING
HOMES

Fieldstone
HOMES

ELEVATION B -
PLANK COTTAGE

CONTROL	REVISION	DATE
1	1	1/1/2018
2	2	2/1/2018
3	3	3/1/2018
4	4	4/1/2018
5	5	5/1/2018
6	6	6/1/2018
7	7	7/1/2018
8	8	8/1/2018
9	9	9/1/2018
10	10	10/1/2018
11	11	11/1/2018
12	12	12/1/2018

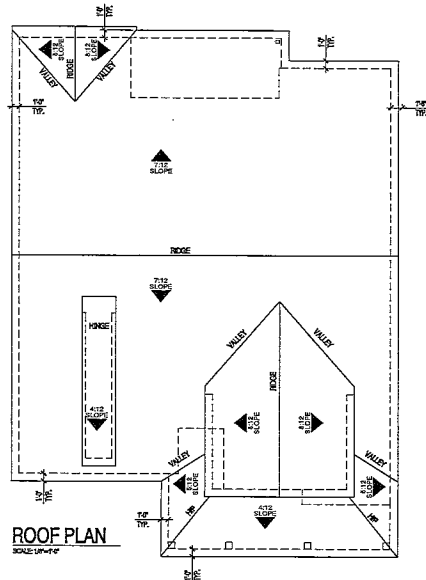
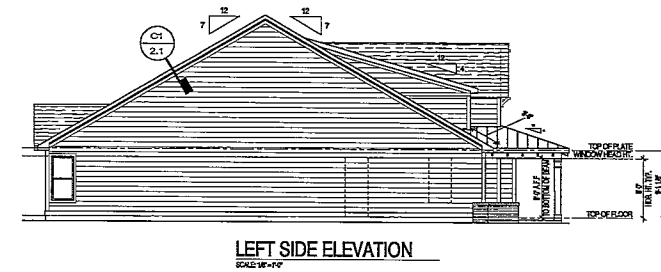
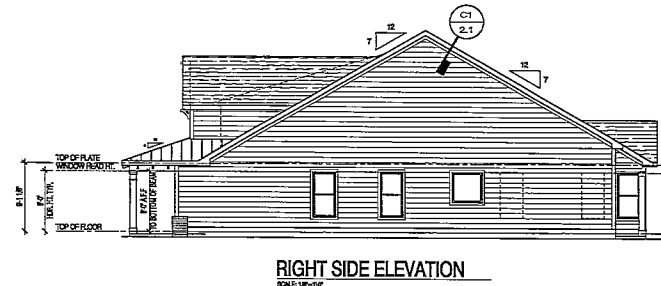
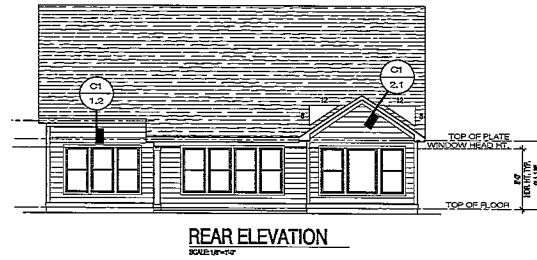
PLAN NUMBER
4901

REVISION

A2.1B

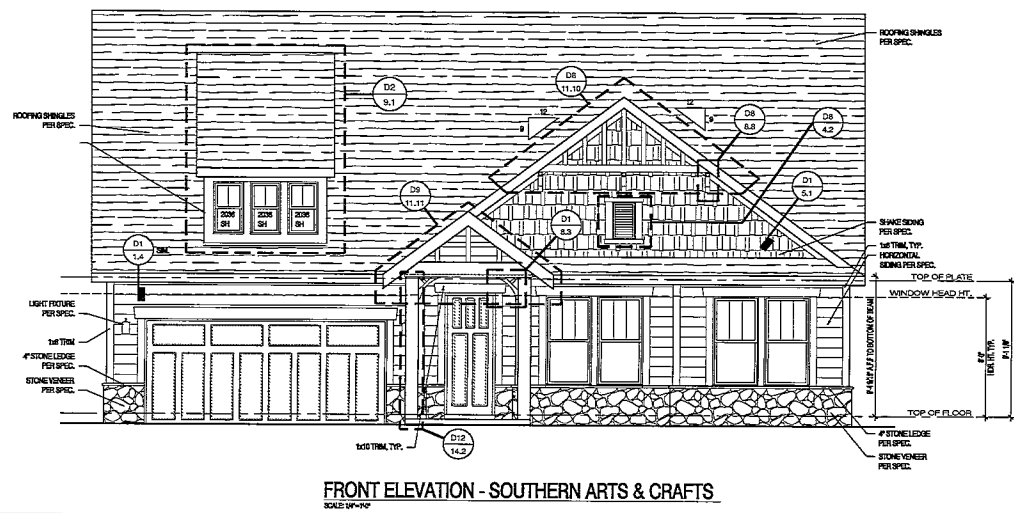
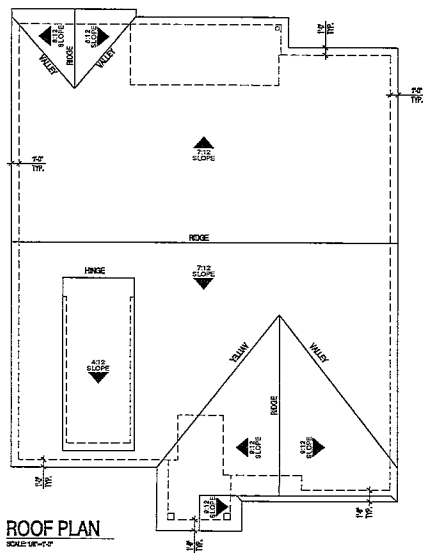
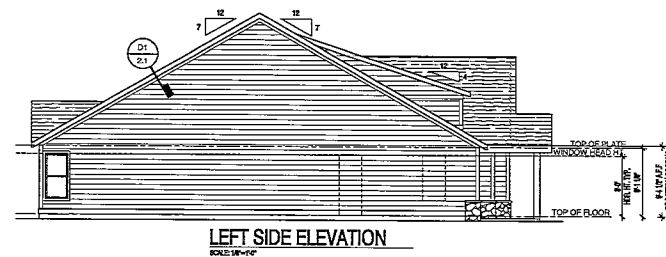
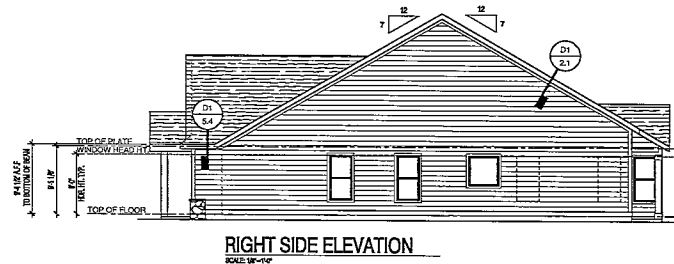
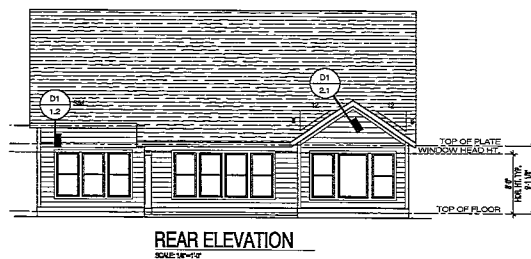
NOTES:

SEE SHEET C2 FOR ALL WINDOW TRIM DETAILS
SEE SHEET C4 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS




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

SEE SHEET D1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET D11 FOR GARAGE DOOR AND GARAGE
DOOR TRIM DETAILS
SEE SHEET D12 FOR HANDRAIL DETAILS



FLIGHTED: June 30, 2015 / Eric Peterson / A2.10 ELEVATION ~ 0.0MG



FIELDING
HOMES

Fieldstone
 FLORIDA OFFICE: 813-941-1111
 1400 N. 14th St.
 MIAMI, FL 33136
 IAG BAY OFFICE: 407-533-3366
 4001 S.W. 11th St.
 MIAMI, FL 33135
 MINNESOTA OFFICE: 612-379-0415
 4000 Hennepin Ave.
 MINNEAPOLIS, MN 55412

**ELEVATION D -
SOUTHERN ARTS & CRAFTS**

NOTE: SCALERS NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS & NOT ON

CONTROL RELEASE DATE: 02-25-95	
KEY #	DATE/DESCRIPTION
△	
△	
△	
△	
△	

GARAGE INGRESS


LEFT

PLATE NUMBER

4901

A2.1D

SEE SHEET E1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET E5 FOR HANDRAIL, GARAGE DOOR AND
GARAGE DOOR TRIM DETAILS



FIELDING
HOME SEWING MACHINES

Fieldstone

FLORIDA OFFICE
815 N. W. 44th ST.
FORT LAUDERDALE, FL 33309

INDIAN OFFICE
2001 N. 10th Ave.
PHOENIX, AZ 85016

MINNESOTA OFFICE
2015 W. 15th St.
MINNEAPOLIS, MN 55411

ELEVATION E -
CRAFTSMAN

ON DRAWINGS RELATE TO FULL SIZE PLOTS ON	CONTROL RELEASE DATE:	08-09
	REV #	DATE / DESCRIPTION
	△	
	△	
	△	
	△	

NOTE: SCALES NOT
LEFT
PLAN NUMBER
4901

A2.1E

SEE SHEET F1 FOR ALL WINDOW TRIM DETAILS
SEE SHEET F5 FOR HANDRAIL, GARAGE DOOR
AND GARAGE DOOR TRIM DETAILS



Project Identification and Legal Description

Olive Chapel West Associates, LLC Property

Apex, White Oak Township
Wake County, North Carolina

The Olive Chapel West Associates, LLC Property is identified by Wake County GIS PIN 0740-94-4591 located on the east side of N.C. Highway 55 (aka. E. Williams Street).

The POINT OF BEGINNING is an existing iron pipe in the eastern right-of-way for N.C. Highway 55 in the southwestern corner of the property being the common property corner with N/F Esther Pearson property (PIN 0740-94-5204);

thence N 00°12'32" E for 92.60' along the R/W line with N.C. Highway 55, to an existing point;

thence N 03°14'39" E for 108.74' along the R/W line with N.C. Highway 55, to an existing point;

thence N 05°43'42" E for 109.84' along the R/W line with N.C. Highway 55, to an existing point;

thence N 07°07'38" E for 71.66' along the R/W line with N.C. Highway 55, to a shared existing point with NC Dept of Transportation property (PIN 0740-94-4891);

thence S 85°30'00" E for 357.72' along the common line with NC Dept of Transportation property (PIN 0740-94-4891) to a shared existing point with Word of Truth Church of God property (PIN 0740-94-7918) and NC Dept of Transportation property (PIN Unknown) to an existing iron;

thence S 06°10'09" W for 292.88' along the western boundary of Sunset Hill Phase 3 including N/F David Rollins (PIN 0740-94-7602), N/F Rebecca Catchings (PIN 0740-94-7522), and N/F Chi Hung Chiang (PIN 0740-94-7427) to an iron pipe;

thence S 10°57'48" W for 90.26' along the common line of N/F Chi Hung Chiang (PIN 0740-94-7427), N/F Danielle McGinnis (PIN 0740-94-7421), N/F Holly Frizzell (PIN 0740-94-7325) to the northeastern corner of a shared point with N/F Esther Pearson (PIN 0740-94-5204) and the existing iron;

thence N 85°30'00" W for 335.36' along the common line with N/F Esther Pearson (PIN 0740-94-5204) to a shared existing point with the R/W of N.C. Highway 55, said pipe being the POINT OF BEGINNING.

Said property includes 135,427 square feet or 3.109 acres.

The property hereinabove described was acquired by the Deed Book 17335 Page 224 and described as Tract B of the survey from Smith & Smith Surveyors entitled "Survey for Darrin F. McClain" dated April 5, 1995 recorded in Book of Maps 1995 page 613 of the Wake County Register of Deeds.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Lauren Staudenmaier, Planner I

Department(s): Planning Department

Requested Motion

Motion to approve Statement and Ordinance of the Town Council and Ordinance for Rezoning Case #19CZ13, Olive Chapel West Associates, LLC, petitioners for the property located at 2213 East Williams Street.

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19CZ13 was approved at the August 20, 2019 Town Council Meeting

Attachments

- Statement of the Town Council
- Ordinance to Amend the Official Zoning District Map



ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 3.11 ACRES LOCATED ON 2213 EAST WILLIAMS STREET FROM RURAL RESIDENTIAL (RR) TO NEIGHBORHOOD BUSINESS-CONDITIONAL ZONING (B1-CZ)

#19CZ13

WHEREAS, the application of Olive Chapel West Associates, LLC, petitioner, for the rezoning of lands hereinafter described was duly filed with the office of the Planning Director and thereafter public hearings were held hereon on the 12th day of August 2019 before the Planning Board and the 20th day of August 2019, before the Town Council, respectively, pursuant to due notice mailed and published pursuant to G.S. § 160A-384. Thereafter, the Planning Board submitted its final report to the Town Council recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Apex Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes; **NOW, THEREFORE,**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Attachment "A" – Legal Description which is incorporated herein by reference, and said lands are hereafter referred to as the "Rezoned Lands."

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ) District, subject to the conditions stated herein.

Section 3: The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

Zoning Conditions:

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

Ordinance Amending the Official Zoning District Map #19CZ13
Page Two

- | | |
|--|-----------------------------------|
| 1. Accessory Apartment | 22. Barber and beauty shop |
| 2. Day Care Facility | 23. Book store |
| 3. Drop-in or Short-term day care | 24. Convenience store |
| 4. Government Services | 25. Farmer's Market |
| 5. School, Public or Private | 26. Financial Institution |
| 6. Veterinary clinic or hospital | 27. Floral shop |
| 7. Utility, Minor | 28. Greenhouse or nursery, retail |
| 8. Wireless support structure | 29. Grocery, general |
| 9. Wireless communication facility | 30. Grocery, specialty |
| 10. Botanical Garden | 31. Health/fitness center or spa |
| 11. Entertainment, indoor | 32. Laundromat |
| 12. Greenway | 33. Newsstand or gift shop |
| 13. Park, Active | 34. Personal service |
| 14. Park, Passive | 35. Printing and copy service |
| 15. Youth or day camps | 36. Real estates, general |
| 16. Restaurant, drive-through | 37. Retail sales, general |
| 17. Restaurant, general | 38. Studio for art |
| 18. Medical or dental office or clinic | 39. Tailor shop |
| 19. Medical or dental laboratory (S) | 40. Upholstery shop |
| 20. Office, business or professional | 41. Pet Services |
| 21. Artisan studio (S) | 42. Microbrewery |

Conditions:

1. EIFS or synthetic stucco shall not be used in the first four (4) feet above grade.
2. The building exterior shall have more than one (1) color.
3. A private cross-access easement will be extended to the southern property line subject to the review and approval of the future Site Plan.
4. The use on the property as a "school, public or private" shall not exceed 10,000 SF.
5. A health/fitness center or spa shall be limited to 50% of the total building area with indoor activities only.
6. The "restaurant, drive-through" use shall be designated for beverage service only.
7. The building shall include the installation of a minimum of 4 kilowatt solar PV system.

Section 4: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Ordinance Amending the Official Zoning District Map #19CZ13
Page Three

Section 6: This ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2019.

TOWN OF APEX

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19CZ13**

Olive Chapel West Associates, LLC, owner/applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of June 2019 (the "Application"). The proposed conditional zoning is designated #19CZ13.

The Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #19CZ13 before the Planning Board held on the 12th day of August 2019.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19CZ13 before the Town Council on the 20th day of August 2019.

The Apex Planning Board held a public hearing on the 12th day of August 2019, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #19CZ13. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19CZ13.

The Apex Town Council held a public hearing on the 20th day of August 2019. Lauren Staudenmaier, Planner I presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19CZ13 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the conditional zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council by a vote of 5 to 0 approved Application #19CZ13 rezoning the subject tract located at 2213 East Williams Street from Rural Residential (RR) to Neighborhood Business-Conditional Zoning (B1-CZ).

The Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Medium Density Residential/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Neighborhood Business-Conditional Zoning (B1-CZ) and the Apex Town Council has further considered that the proposed rezoning to Neighborhood Business-Conditional Zoning (B1-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

Lying and being in White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

Beginning at a point on the eastern right-of-way of North Mason Street, said point also being in the abandoned southwestern right-of-way edge for CSX Transportation and the northwest corner of Wake County PIN 0742.19-61-0531 owned by the Town of Apex; thence running along the former CSX Transportation right-of-way edge S 57°24'24" E 5.04 feet to another point located on the eastern right-of-way of North Mason Street, said point also being a common corner with the Town of Apex and Old Mill Village Common Area; thence leaving the right-of-way of North Mason Street and following the common line between Town of Apex and Old Mill Village Common Area the following four (4) courses: S 57°24'24" E 36.41 feet, S 50°58'55" E 36.87 feet, S 45°26'16" E 129.04 feet, and S 40°50'57" E 326.25 feet; thence following the common line of Town of Apex and former CSX Transportation real property now owned by The Villages of Apex Master Association, Inc., S 22°31'45" W 29.72 feet to an iron stake; whereas said stake is the southeast corner of Town of Apex and the northeast corner of Gayle C Revis; thence running with the common line of Town of Apex and Gayle C Revis N 69°33'41" W 270 feet to the northeast corner of property now or formerly owned by Glen Arbor Capital, LLC; thence continuing along the line between Town of Apex and n/f Glen Arbor Capital, LLC and subsequently between Odelia W Lane Heirs and n/f Glen Arbor Capital, LLC N 69°33'41" W 216.49 feet to a point in the eastern right-of-way of North Mason Street; thence running with the right-of-way edge N 22°14'50" E 259.78 feet to the point and place of Beginning and containing 1.74 acres more or less.

The above described tract of land being all of the property described in Deed Book 16900, Page 2434 and Deed Book 937, Page 586 in the Wake County Registry.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Liz Loffin, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve Statement of the Town Council and Ordinance for Rezoning Case #19STC14, Drew Havens, Town of Apex, petitioners for the property located on 320 and 322 North Mason Street

Approval Recommended?

Planning Department recommends approval.

Item Details

Rezoning Case #19STC14 was approved at the August 20, 2019 Town Council Meeting

Attachments

- Statement of the Town Council
- Ordinance to Amend the Official Zoning District Map



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383
ADDRESSING ACTION ON ZONING PETITION #19STC14**

Drew Havens, Town of Apex, owner/applicant (the "Applicant"), submitted a completed application for a rezoning on the 20th day of June 2019 (the "Application"). The proposed zoning is designated #19STC14.

The Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #19STC14 before the Planning Board held on the 12th day of August 2019.

Pursuant to G.S. §160A-384 and Sec. 2.2.11(E) of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #19STC14 before the Town Council on the 20th day of August 2019.

The Apex Planning Board held a public hearing on the 12th day of August 2019, gathered facts, received public comments and formulated a recommendation regarding the application for zoning #19STC14. A motion was made at the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #19STC14.

The Apex Town Council held a public hearing on the 20th day of August 2019. Liz Loftin, Senior Planner presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #19STC14 and who were residents of Apex or its extraterritorial jurisdiction, or who owned property adjoining the property for which the zoning is sought, were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council by a vote of 5 to 0 approved Application #19STC14 rezoning the subject tract located at 320 and 322 North Mason from Neighborhood Business (B1) to Neighborhood Business (B1) and Small Town Character Overlay District.

The Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Office Employment and Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Neighborhood Business (B1) and Small Town Character Overlay District and the Apex Town Council has further considered that the proposed rezoning to Neighborhood Business (B1) and Small Town Character Overlay District will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map.

STATEMENT OF THE APEX TOWN COUNCIL ZONING PETITION #19STC14
PAGE 2

The Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that it will ensure that any site development will be required to apply the non-residential standards in Section 6.3 of the Unified Development Ordinance. The rezoning will encourage compatible development of the property and increase the tax base.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 1.74 ACRES LOCATED ON 320 AND 322 NORTH MASON STREET FROM NEIGHBORHOOD BUSINESS (B1) TO NEIGHBORHOOD BUSINESS (B1) AND SMALL TOWN CHARACTER OVERLAY DISTRICT

#19STC14

WHEREAS, the application of Drew Havens, Town of Apex, petitioner, for the rezoning of lands hereinafter described was duly filed with the office of the Planning Director and thereafter public hearings were held hereon on the 12th day of August 2019 before the Planning Board and the 20th day of August 2019, before the Town Council, respectively, pursuant to due notice mailed and published pursuant to G.S. § 160A-384. Thereafter, the Planning Board submitted its final report to the Town Council recommending approval of said application for the rezoning of the lands hereinafter described, all in accordance with the requirements of the Town of Apex Unified Development Ordinance and the provisions of Chapter 160A, Article 19, of the North Carolina General Statutes; **NOW, THEREFORE**,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Attachment “A” – Legal Description which is incorporated herein by reference, and said lands are hereafter referred to as the “Rezoned Lands.”

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from Neighborhood Business (B1) to Neighborhood Business (B1) and Small Town Character Overlay District.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The “Rezoned Lands” shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Ordinance Amending the Official Zoning District Map #19STC14
Page Two

Section 5: This ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member _____

Seconded by Council Member _____

With _____ Council Member(s) voting "aye."

With _____ Council Member(s) voting "no."

This the _____ day of _____ 2019.

TOWN OF APEX

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning Department

Requested Motion

Motion to set Public Hearing for the September 17, 2019 Town Council meeting regarding various amendments to the Unified Development Ordinance.

Approval Recommended?

The Planning Department recommends approval.

Item Details

UDO Amendment Summary:

Requested by Administration:

1. The addition of Sec. 2.1.9 *Environmental Advisory Board* in order to include provisions for the new Environmental Advisory Board in the Unified Development Ordinance.

Requested by Planning Staff:

2. Amendments to Sec. 8.3 *Off-Street Parking and Loading* in order to clarify that neither parking located under a building nor more than one level of structured parking counts toward the maximum parking calculation; increase the maximum parking allowed for Church or place of worship, Assembly hall nonprofit, and Assembly hall for-profit; and amend the minimum drive-aisle width in parking areas based on the angle and design of the parking lot.
3. Amendment to Sec. 2.3.14 *Vested Rights* in order to make updates based on recent changes to State law.

Attachments

- N/A



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160A-383 ADDRESSING ACTION ON UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF AUGUST 20, 2019

Pursuant to G.S. §160A-384 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 20th day of August 2019.

The Apex Town Council held a public hearing on the 20th day of August 2019. Amanda Bunce, Current Planning Manager, presented the Planning Board's vote to recommend approval by a vote of 8-0 at the public hearing.

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

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

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the UDO Amendments of August 20, 2019 is consistent with the Advance Apex: The 2045 Plan and reasonable and in the public interest for the following reason(s):

1. The amendments to UDO Sec. 8.6.4.K *Illuminated Tubing or Strings of Lights* allows for the installation of illuminated tubing or strings of lights within trees owned by the Town of Apex in a manner that prevents damage to the trees and provides for the opportunity to inspect the lights twice per year.
2. The amendment to UDO Sec. 2.3.3.F *Conditional Zoning Districts, Legislative Considerations* corrects a grammatical error by changing affect to effect.

Lance Olive
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning Department

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of August 20, 2019

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- Statement of the Apex Town Council



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 3, 2019

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Motion to approve a temporary modification to Town of Apex Ordinance Section 14-14 to allow the sale and possession of malt beverages and unfortified wine in connection with the Apex Music Festival on September 14, 2019.

Approval Recommended?

Yes

Item Details

In order to sell beer and wine in connection with the Music Festival, we need to temporarily modify our ordinance prohibiting possession and consumption of same in the event area on town parking lots.

Attachments

- Temporary Modification Ordinance
- Map of Event Area



ORDINANCE NO. 2019-0903-25

AN ORDINANCE TEMPORARILY MODIFYING TOWN CODE SECTION 14-14

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

Section 1. Under the authority of N.C.G.S. § 18B-300(c), Section 14-14 of the Apex Town Code of Ordinances is temporarily modified on September 14, 2019 to read as follows:

During the temporary closure of a portion of the Town owned parking lot on Saunders Street for a special event in downtown Apex, the possession and consumption of malt beverages and unfortified wine within the special event area is not prohibited by the Town of Apex provided that the malt beverages and unfortified wine were purchased within the special event area. Nothing in this ordinance authorizes anyone to violate any law or regulation related to alcohol, any law related to ABC permits, or any of the terms or conditions of any ABC permit.

Section 2. The ordinance shall be effective upon enactment.

This the 3rd day of September, 2019.

Introduced by Councilmember _____

Seconded by Councilmember _____

Attest:

TOWN OF APEX

Donna B. Hosch, MMC, NCCMC
Town Clerk

Lance Olive
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

Parking Information:

- White arrows indicate oneway direction
- Shuttle to drop off attendees on Temple St.
- Parking on Temple street is based on passes unless noted

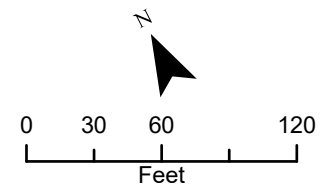


- | | |
|----------------------|--------------------------|
| ✕ - ✕ Road Barricade | □ Sidewalks |
| □ Parking Zones | ■ Streets & Parking Lots |
| ▭ Festival Boundary | ■ Buildings |
| — Fence | 🌳 Trees |

Music Festival Staging 8/16/2019 Working Draft

NOTES

Festival Area: 1.5 acres
Festival Perimeter: 1310 feet
Changes based on 8/15 meeting



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: SEPTEMBER 3, 2019

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning Department

Requested Motion

Quasi-Judicial Public Hearing and possible motion regarding a Major Site Plan for Sweetwater Ph. 9A2 & 9B (Mixed Use) located at 0, 3115 US 64 Hwy & 2700 Core Banks Street. The subject properties are identified on Wake County Tax Maps as PINs 0722550034 (portion of), 0722544768 (portion of), and 0722554159.

Approval Recommended?

No recommendation is made by Planning staff on Quasi-Judicial Public Hearings.

Item Details

This item was continued from the August 6, 2019 Town Council meeting agenda.

Attachments

- Staff Report and attachments



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UNFINISHED BUSINESS

Meeting Date: September 3, 2019

Item Details

Presenter(s): Vance Holloman, Finance Officer

Department(s): Finance

Requested Motion

Possible motion to approve a bond order authorizing the sale and issuance of Combined Enterprise System Revenue Bonds, Series 2019, in an amount not to exceed \$10,000,000 and authorizing the execution and delivery of related documents.

Approval Recommended?

Finance recommends approval

Item Details

The Council has previously approved a preliminary resolution making required findings and authorizing staff to apply to the Local Government Commission (LGC) for approval to issue revenue bonds in an amount not to exceed \$9.5 million. The bids for the project received last week were a bit higher than initially anticipated. Staff requests that the bond order authorize the issuance of bonds in an amount not to exceed \$10 million. The LGC is expected to consider and approve the Town's application at its September 10th meeting. The Council is also requested to approve the attached Bond Purchase Agreement and the Second Supplemental Trust Agreement. Those documents are presented in draft form but we do not anticipate any changes to the documents. Both will be completed after approval is given by the Council and LGC and the final amount of the borrowing is determined.

Attachments

- Bond Order 2019 Apex Revenue Bonds
- Bond Purchase Agreement 2019 Revenue Bonds
- Second Supplemental Trust Agreement



The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 7:00 p.m. on September 3, 2019.

Present: Mayor Lance Olive, presiding, and Council Members

Absent: Council Members

Also present: _____

* * * * *

_____ introduced the following order the title of which was read and a copy of which had been previously distributed to each Council Member:

ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE TOWN OF APEX, NORTH CAROLINA OF A NOT TO EXCEED \$10,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BOND, SERIES 2019 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

BE IT ORDERED by the Town Council (the “Town Council”) of the Town of Apex, North Carolina (the “Town”):

Section 1. The Town Council does hereby find and determine as follows:

(a) The Town has heretofore entered into a Trust Agreement, dated as of May 1, 2009 (the “Trust Agreement”), with U.S. Bank National Association, as trustee (the “Trustee”), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the Town’s Combined Enterprise System created thereunder.

(b) At a meeting held on July 16, 2019, the Town Council authorized the filing of an application with the North Carolina Local Government Commission (the “Commission”)

requesting approval of the issuance of a not to exceed \$9,500,000 revenue bond of the Town for the purpose of providing funds, together with any other available funds, to pay the cost of acquiring, constructing and equipping an approximately 20,000 square foot administration and operations warehouse facility for the Town's Electric Division to provide space for personnel, vehicles, equipment and supplies, as well as a single secure location for inventory specific to electric operations (the "Project"), which Project will become part of the Combined Enterprise System.

(c) The Town, by resolution, also requested the Commission to sell such revenue bond at private sale without advertisement.

(d) Subsequent to the July 16, 2019 meeting of the Town Council, the Town has determined to increase the not to exceed principal amount of such revenue bond to \$10,000,000 to cover certain additional costs relating to the Project. In connection therewith, the Town Council hereby reaffirms the findings and determinations made by the Town Council at such July 16, 2019 meeting with respect to such revenue bond and the Project based on such increased principal amount.

(e) The Commission is expected to approve the application of the Town for the issuance of such revenue bond in the aggregate principal amount not to exceed \$10,000,000 in accordance with G.S. 159-86.

(f) The Town has determined to issue its Town of Apex, North Carolina Combined Enterprise System Revenue Bond, Series 2019 (the "Series 2019 Bond") in the aggregate principal amount not to exceed \$10,000,000 for the purpose of providing funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bond.

(g) The Town proposes to sell the Series 2019 Bond to Pinnacle Financial Partners (the “Purchaser”) pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined) at purchase price equal to the par amount of the Series 2019 Bond, subject to the approval of the Town.

(h) There have been presented to the Town Council at this meeting drafts of the following documents relating to the sale and issuance of the Series 2019 Bond:

(1) Second Supplemental Trust Agreement, to be dated as of September 1, 2019 (the “Second Supplemental Trust Agreement”), between the Town and the Trustee; and

(2) Bond Purchase Agreement, to be dated the date of delivery thereof (the “Bond Purchase Agreement”), among the Commission, the Town and the Purchaser.

(i) The Town has determined that the sale and issuance of the Series 2019 Bond in the manner provided in this order is in the best interests of the Town.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Second Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the “Act”), particularly G.S. 159-88, the Town hereby authorizes the issuance of the Series 2019 Bond in the aggregate principal amount not to exceed \$10,000,000 for the purposes set forth in this order. The amount of the Series 2019 Bond has been determined to be sufficient, together with any other available funds, to (a) pay the costs of the Project and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bond. The Series 2019 Bond shall mature at such times and in such amounts as shall be set forth in the Second Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2019 Bond shall be initially issued as one fully-registered bond in the principal amount not to exceed \$10,000,000 with payments of principal and interest thereon being due and payable annually on each August 1, beginning August 1, 2020, as set forth in the Second Supplemental Trust Agreement. The final installment payments of the Series 2019 Bond shall be no later than August 1, 2039.

Section 4. The Series 2019 Bond shall be subject to optional redemption at the times, upon the terms and conditions, and at the prices as shall be set forth in the Trust Agreement and the Second Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2019 Bond shall be applied as provided in Section 204 of the Second Supplemental Trust Agreement.

Section 6. The Series 2019 Bond and any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Second Supplemental Trust Agreement.

Section 7. The proposal submitted by the Purchaser offering to purchase the Series 2019 Bond bearing interest at the rate of 2.00% per annum at a purchase price equal to 100% of the aggregate principal amount of the Series 2019 Bond, subject to the approval thereof by the Commission, is hereby approved. The Local Government Commission is hereby requested to sell and award the Series 2019 Bond to the Purchaser on behalf of the Town, subject to the approval of the Town.

Section 8. The terms and provisions of the Second Supplemental Trust Agreement are hereby approved in substantially the form presented at this meeting, and the Mayor, the Town

Manager and the Finance Director of the Town are each hereby authorized to execute and deliver the Second Supplemental Trust Agreement in substantially the form presented at this meeting, together with such modifications as the Mayor, the Town Manager or the Finance Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof. The Town Clerk or any assistant or deputy Town Clerk is hereby authorized and directed to attach the official seal of the Town to the Second Supplemental Trust Agreement and to attest the same to the extent required thereby.

Section 9. The terms and provisions of the Bond Purchase Agreement are hereby approved in substantially the form presented at this meeting, and the Mayor, the Town Manager and the Finance Director of the Town are each hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting, together with such modifications as the Mayor, the Town Manager or the Finance Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. The Mayor, the Town Manager, the Finance Director, the Town Clerk and the Town Attorney of the Town, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Second Supplemental Trust Agreement or the Bond Purchase Agreement.

The officers of the Town and the agents and employees of the Town are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2019 Bond, the Trust Agreement, the Second Supplemental Trust Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 11. The sale and issuance of the Series 2019 Bond are hereby approved subject to the terms and conditions set forth in this order.

Section 12. The Town hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the Town will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code and certain refunding obligations) during calendar year 2019. In addition, the Town hereby designates the Series 2019 Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 13. This order shall take effect immediately upon its adoption.

Upon motion of Council Member _____, the foregoing order entitled “ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE TOWN OF APEX, NORTH CAROLINA OF A NOT TO EXCEED \$10,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BOND, SERIES 2019 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Donna B. Hosch, MMC, NCMCC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on September 3, 2019, as relates in any way to the adoption of the foregoing order and that said proceedings are to be recorded in the minute books of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of the Town this 3rd day of September, 2019.

Town Clerk

[SEAL]

BOND PURCHASE AGREEMENT

Among

Local Government Commission,

Town of Apex, North Carolina

and

Pinnacle Financial Partners

concerning

\$ _____

Town of Apex, North Carolina
Combined Enterprise System Revenue Bond
Series 2019

BOND PURCHASE AGREEMENT

concerning

\$_____

Town of Apex, North Carolina
Combined Enterprise System Revenue Bond
Series 2019

September 17, 2019

Local Government Commission
Raleigh, North Carolina

Town of Apex, North Carolina
Apex, North Carolina

Ladies and Gentlemen:

Pinnacle Financial Partners (the “Purchaser”) hereby offers to enter into this Bond Purchase Agreement with the Local Government Commission, a division of the Department of State Treasurer of the State of North Carolina (the “LGC”), and the Town of Apex, North Carolina (the “Town”), which, upon acceptance of this offer by the LGC and approval of this offer and of the LGC’s acceptance thereof by the Town, will be binding upon the LGC, the Town and the Purchaser.

1. Purchase and Sale of the Bond. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase, and the LGC and the Town hereby agree to sell to the Purchaser the \$_____ Town of Apex, North Carolina Combined Enterprise System Revenue Bond, Series 2019 (the “Bond”). The purchase price for the Bond shall be \$_____, representing the par amount of the Bond. The delivery and payment for the Bond and other actions contemplated hereby shall take place at the time thereof being herein sometimes called the “Closing.”

The Bond shall consist of one fully registered bond certificate in the principal amount of \$_____, shall be dated as of September 17, 2019, and shall bear interest from its date at a rate of 2.00% per annum. The Bond shall be issued and secured under the provisions of a bond order adopted by the Town Council of the Town (the “Town Council”) on September 3, 2019 (the “Order”), a Trust Agreement, dated as of May 1, 2009 (the “Trust Agreement”), between the Town and U.S. Bank National Association, as trustee (the “Trustee”), and a Second Supplemental Trust Agreement, dated as of September 1, 2019 (the “Second Supplemental Agreement”), between the Town and the Trustee. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Trust Agreement and the Second Supplemental Agreement.

The proceeds of the Bond are to be used to provide funds, together with any other available funds, to pay (a) the costs of acquiring, constructing and equipping an approximately 20,000 square

foot administration and operations warehouse facility for the Town's Electric Division, to provide the required space for personnel, vehicles, equipment and supplies, as well as a single secure location for inventory specific to electric operations (the "Series 2019 Project") and (b) the fees and expenses incurred in connection with the sale and issuance of the Bond.

2. Representations of the Purchaser; Purchase for Account. (a) The Purchaser hereby acknowledges and represents, in respect of the Bond, that:

(i) the Purchaser is familiar with the Town;

(ii) the Purchaser has been furnished with all financial and other information about the Town, the Bond and the Combined Enterprise System as requested by the Purchaser; and

(iii) the Town has made available to the Purchaser the opportunity to obtain additional information about the Town, the Bond and the Combined Enterprise System.

(b) The Purchaser further acknowledges and represents in respect of the Bond that a part of the Purchaser's business consists of the purchase, holding and sale of obligations of the same general character as the Bond, and the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks inherent in purchasing the Bond. The Purchaser has made such investigation of the Bond and of the financial condition and operations of the Town and the Combined Enterprise System as it deems necessary to evaluate the merits and risks inherent in purchasing the Bond. The Purchaser is aware that there may be no secondary market for the Bond and that it may be required to hold the Bond for an indefinite period. The Purchaser represents that it is purchasing the Bond for its own account with no present intention to resell or distribute the Bond or any interest therein; provided, however, that the Purchaser reserves the right at all times to control the disposition of its assets, including the Bond, and reserves the right to sell, assign and transfer the Bond or fractional interests in the Bond to other banks, insurance companies or similar financial institutions or any other purchaser if such sale, assignment or transfer is approved in writing by the LGC.

3. Representations and Warranties of the Town. The Town, by its acceptance hereof, represents and warrants to the Purchaser as follows:

(a) The Town is a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, and is authorized and empowered to provide for the acquisition, construction and equipping of the Series 2019 Project by causing the Bond to be issued.

(b) The Town has the full legal right, power and authority to adopt the Order, to execute and deliver the Trust Agreement, the Second Supplemental Trust Agreement and this Bond Purchase Agreement and to perform its respective obligations hereunder and thereunder.

(c) The Order has been duly adopted by the Town Council, is in full force and effect and has not been modified or amended in any manner.

(d) The Town has duly authorized (i) the execution and delivery of the Trust Agreement, the Second Supplemental Agreement and this Bond Purchase Agreement, (ii) the issuance and

delivery of the Bond and (iii) such action as may be required on the part of the Town to consummate the transactions contemplated by such documents.

(e) This Bond Purchase Agreement, the Trust Agreement and the Second Supplemental Agreement, when executed and delivered by the Town, will constitute legal, valid and binding obligations of the Town enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles. The Owner of the Bond will be entitled to the security created by the Trust Agreement and the Second Supplemental Agreement as provided therein.

(f) The Town is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or of the United States of America or in default under any agreement, resolution, indenture or instrument to which the Town is a party or by which the Town or its property is bound, the effect of which violation or default would materially affect the ability of the Town to perform its obligations under this Bond Purchase Agreement, the Trust Agreement or the Second Supplemental Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(g) The execution and delivery of this Bond Purchase Agreement, the Trust Agreement and the Second Supplemental Agreement, the adoption of the Order and performance of the obligations of the Town hereunder or thereunder do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the Town other than Net Receipts pursuant to the terms of, or constitute a default under, any agreement, indenture or instrument to which the Town is a party or by which the Town or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of any court or governmental agency having jurisdiction over the Town or its property, except as provided and permitted by such documents.

(h) Except for any action that may be required by applicable federal or state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency not already obtained or made is required for the execution, delivery and performance of this Bond Purchase Agreement or the consummation of the transactions contemplated hereunder, and any such consent, authorization or order so obtained is in full force and effect.

(i) Any certificate signed by an authorized officer of the Town and delivered to the Purchaser shall be deemed a representation and warranty of the Town to the Purchaser as to the statements made therein.

(j) To the best knowledge of the Town, there is no litigation or any other proceeding before or by any court, public board, agency or body, pending or threatened against or affecting the Town or any of the members of the Town Council in their respective capacities as such (nor is there any basis therefor), wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement, (ii) the organization, existence or powers of the Town or the title to the office of any of the members of the Town Council, (iii) the properties or assets or the condition, financial or otherwise, of the Town

or the Combined Enterprise System, (iv) the validity or enforceability of this Bond Purchase Agreement, the Order, the Trust Agreement or the Second Supplemental Agreement (or any other agreement or instrument of which the Town is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation of the interest on the Bond.

(k) There has been no material adverse change in the financial condition of the Town or the Combined Enterprise System since June 30, 2018, except as otherwise specified to the Purchaser by the Town prior to the date hereof in writing.

4. Representations and Warranties of the LGC. The LGC, by its acceptance hereof, represents and warrants to the Purchaser that:

(a) The LGC is duly organized and validly existing as a division of the Department of the State Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant to Chapter 159 of the General Statutes of North Carolina, as amended.

(b) The LGC has full power and authority to approve the issuance and provide for the sale of the Bond as provided in this Bond Purchase Agreement, and the LGC has taken or will take all action required by the Act or other applicable laws in connection therewith.

(c) The LGC has duly authorized the execution and delivery of this Bond Purchase Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the Bond to the Purchaser.

(d) The execution and delivery of this Bond Purchase Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC and, to the best of the LGC's knowledge, will not conflict with or constitute a breach or result in a violation of (i) any federal or North Carolina constitutional or statutory provision, (ii) any agreement or other instrument to which the LGC is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the LGC.

(e) Except for any action required by applicable federal or state securities laws, no consent, approval, authorization or order of any governmental or regulatory authority, other than the approvals of the Town as herein required, is required to be obtained by the LGC as a condition precedent to the issuance or sale of the Bond or the execution and delivery of this Bond Purchase Agreement or the performance by the LGC of its obligations hereunder.

(f) There is no litigation or any other proceeding before any court or governmental body or agency pending or, to the knowledge of the LGC, threatened against or involving the LGC to restrain or enjoin the issuance or delivery of the Bond or the execution or delivery by the LGC of this Bond Purchase Agreement and the performance of its obligations hereunder.

5. Payment and Delivery. At 10:00 a.m., Charlotte, North Carolina time, on September 17, 2019, or at such other time or on such earlier or later date as mutually agreed upon, the Town and the LGC will deliver or cause to be delivered the Bond to the Purchaser. Upon such delivery of the Bond, the Purchaser shall pay the purchase price for the Bond as specified in Section 1

hereof to the Trustee in immediately available funds, and the Trustee shall deposit the full purchase price thereof in the manner specified in Section 204 of the Second Supplemental Agreement. The Closing on the Bond will be held at the offices of Womble Bond Dickinson (US) LLP in Raleigh, North Carolina, or at such other place as the Town, the Trustee and the Purchaser may mutually agree upon.

6. Conditions of Closing. The Purchaser has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the Town and the LGC contained herein and to be contained in the documents and instruments to be delivered at Closing and upon the performance by the Town and the LGC of their respective obligations hereunder, as of the date hereof. Accordingly, the Purchaser's obligation under this Bond Purchase Agreement to purchase and pay for the Bond shall be subject to the performance by the Town and the LGC of their respective obligations to be performed hereunder and under such documents and instruments at or prior to Closing, and shall also be subject to the following conditions:

(a) At the time of Closing (i) the representations and warranties of the Town and the LGC, respectively, contained herein shall be true, complete and correct, (ii) the Order, the Trust Agreement, the Second Supplemental Agreement and this Bond Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser and (iii) the Town and the LGC shall have duly adopted and there shall be in full force and effect such resolutions as in the opinion of Womble Bond Dickinson (US) LLP, Raleigh, North Carolina ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, and such resolutions shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser.

(b) On or prior to the date of Closing, the Purchaser shall have received the following documents in form and substance reasonably satisfactory to the Purchaser:

(1) opinion of Bond Counsel, dated as of the date of Closing, addressed to the Purchaser or together with a reliance letter to the Purchaser, in form and substance satisfactory to the Purchaser;

(2) opinion of the Town Attorney, dated as of the date of Closing, in form and substance satisfactory to the Purchaser;

(3) executed counterparts or copies of the Trust Agreement, the Second Supplemental Agreement and this Bond Purchase Agreement;

(4) certified copies all proceedings of the Town relating to approvals or authorizations for the Bond and the execution and delivery of this Bond Purchase Agreement, including the adoption of the Order;

(5) certified copy of approving resolution of the LGC;

(6) tax certificate of the Town and Internal Revenue Service Form 8038-G;

(7) certificate of an authorized officer of the Town to the effect that the fees of the LGC relating to the Bond have been paid;

(8) such other documents as may be required to be delivered pursuant to Section 208 of the Trust Agreement or Section 204 of the Second Supplemental Agreement; and

(9) such additional certificates (including appropriate incumbency and no-litigation certificates), instruments, opinions or other documents as the Purchaser may reasonably request.

All representations and warranties of the Town and the LGC set forth in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Purchaser or any person controlling the Purchaser and (ii) acceptance of and payment for the Bond.

7. Limitation of Liability of the Commission. The members, officers and employees of the Commission shall not be personally liable under this Agreement.

8. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing by first-class mail, postage prepaid, to the following addresses:

To the Town:

Town of Apex, North Carolina
73 Hunter Street
Apex, North Carolina 27502
Attention: Finance Director

To the LGC:

Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

To the Purchaser:

Pinnacle Financial Partners
3515 Glenwood Avenue
Raleigh, North Carolina 27611
Attention: James R. Graham, Senior Vice President

10. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

11. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. E-Verify. The Purchaser understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Purchaser uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Purchaser shall require that any subcontractor that it uses in connection with the performance of its obligations under this Bond Purchase Agreement to certify to such subcontractor’s compliance with E-Verify.

13. Role of Purchaser. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Order, the Trust Agreement, the Second Supplemental Agreement and this Bond Purchase Agreement (collectively, the “Bond Documents”) or the matters related to the sale and issuance of the Bond and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Bond Documents or the matters related to the sale and issuance of the Bond, information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Town has been informed that the Town should discuss the Bond Documents and matters related to the sale and issuance of the Bond, and any such other information, materials or communications with its own legal, tax, financial and other advisors that the Town deems appropriate before executing and delivering this Bond Purchase Agreement or acting on such other matters related to the sale and issuance of the Bond or any such other information, materials or communications.

14. Privately Negotiated Loan. The Purchaser hereby acknowledges and agrees that it is purchasing the Bond in evidence of a privately negotiated financing and in that connection the Bond shall not be (a) assigned a separate rating by any municipal securities rating agency, (b) registered with The Depository Trust Company or any other securities depository, (c) issued pursuant to any type of offering document or official statement or (d) assigned a CUSIP number by Standard & Poor's CUSIP Service.

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized member of the LGC and the Town and shall be valid and enforceable as of the time of such acceptance.

PINNACLE FINANCIAL PARTNERS

By: _____
Senior Vice President

[Counterpart signature page to Bond Purchase Agreement, dated September 17, 2019, among the Town of Apex, North Carolina, the Local Government Commission and Pinnacle Financial Partners]

Accepted:

LOCAL GOVERNMENT COMMISSION

By: _____
Secretary

[Counterpart signature page to Bond Purchase Agreement, dated September 17, 2019, among the Town of Apex, North Carolina, the Local Government Commission and Pinnacle Financial Partners]

Approved:

TOWN OF APEX, NORTH CAROLINA

By: _____
Mayor

SECOND SUPPLEMENTAL TRUST AGREEMENT

Dated as September 1, 2019

Between

TOWN OF APEX, NORTH CAROLINA

and

U.S. BANK NATIONAL ASSOCIATION
Trustee

Authorizing and Securing

\$ _____
Town of Apex, North Carolina
Combined Enterprise System Revenue Bond
Series 2019

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This SECOND SUPPLEMENTAL TRUST AGREEMENT, dated as of September 1, 2019 (the "Second Supplemental Agreement"), between the TOWN OF APEX, NORTH CAROLINA, a municipal corporation duly organized and existing under the laws of the State of North Carolina (the "Town"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having its principal corporate trust office in Charlotte, North Carolina, which is authorized under such laws to exercise trust powers (the "Trustee");

WITNESSETH:

WHEREAS, the Town has heretofore executed and delivered a Trust Agreement, dated as of May 1, 2009 (the "Trust Agreement"), between the Town and the Trustee, which authorizes the Town to issue revenue bonds in accordance with the terms thereof to finance and refinance, among other things, improvements to the Town's Combined Enterprise System (as defined in the Trust Agreement);

WHEREAS, the Town has determined to provide for the issuance of the Series 2019 Bond (hereinafter defined) pursuant to the terms and provisions of the Trust Agreement to finance the cost of the Series 2019 Project (hereinafter defined), and that the issuance of the Series 2019 Bond for such purpose will benefit and be in the best interests of the Town; and

WHEREAS, on September 3, 2019, the Town Council of the Town adopted an order authorizing the sale and issuance of the Series 2019 Bond;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 101. Meaning of Words and Terms. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Trust Agreement shall have the meanings assigned to them therein, and the following words and terms shall have the following meanings:

“Closing” means the delivery of and payment for the Series 2019 Bond.

“Closing Date” means the date of the Closing.

“Interest Payment Date” means each August 1, beginning August 1, 2020.

“Principal Payment Date” means August 1, 2020 to August 1, 2039, inclusive.

“Purchaser” means Pinnacle Financial Partners, as the original purchaser of the Series 2019 Bond.

“Regular Record Date” means, with respect to the Series 2019 Bonds, the day immediately preceding each Interest Payment Date or Principal Payment Date, whether or not a Business Day.

“Second Supplemental Agreement” means this Second Supplemental Trust Agreement, dated as of September 1, 2019, between the Town and the Trustee, as supplemented and amended from time to time as permitted hereby.

“Series 2019 Bond” means the \$_____ Town of Apex, North Carolina Combined Enterprise System Revenue Bond, Series 2019, issued pursuant to the Trust Agreement and this Second Supplemental Agreement.

“Series 2019 Project” means the acquisition, construction and equipping of an approximately 20,000 square foot administration and operations warehouse facility for the Town’s Electric Division, to provide the required space for personnel, vehicles, equipment and supplies, as well as a single secure location for inventory specific to electric operations.

“Series 2019 Project Account” means the account created with the Purchaser and so designated by Section 401.

“Series 2019 Subaccount of the Interest Account” means the subaccount created and so designated by Section 401.

“Series 2019 Subaccount of the Principal Account” means the subaccount created and so designated by Section 401.

“Series 2019 Subaccount of the Redemption Account” means the subaccount created and so designated by Section 401.

“State” means the State of North Carolina.

“Trust Agreement” means the Trust Agreement, dated as of May 1, 2009, between the Town and the Trustee, as may be supplemented and amended from time to time as permitted thereby.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this Second Supplemental Agreement unless some other reference is indicated.

ARTICLE II
AUTHORIZATION, FORM, ISSUANCE AND DELIVERY
OF THE SERIES 2019 BOND

Section 201. Authorization and Issuance of Series 2019 Bond. The Town hereby authorizes the issuance of a \$_____ Town of Apex, North Carolina Combined Enterprise System Revenue Bond, Series 2019 for the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Series 2019 Project and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bond. The Series 2019 Bond shall be issued under and pursuant to the Constitution and the laws of the State, including the Act, an order adopted by the Town Council of the Town on September 3, 2019, the Trust Agreement and this Second Supplemental Agreement, subject to the conditions set forth herein and therein.

Section 202. Form of Series 2019 Bond. The definitive Series 2019 Bond shall be initially issued as one fully registered bond without coupons numbered R-1 in the aggregate principal amount of \$_____, and shall be initially registered in the name of the Purchaser. The definitive Series 2019 Bond shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Trust Agreement or this Second Supplemental Agreement. Notwithstanding anything in the Trust Agreement to the contrary, the Series 2019 Bond may be transferred in the manner specified in the Trust Agreement, but may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Trust Agreement or this Second Supplemental Agreement to the contrary, the Trustee shall not register the transfer of the Series 2019 Bond to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Local Government Commission. The provisions of this paragraph may not be amended without the prior written consent of the Local Government Commission.

Section 203. Details of Series 2019 Bond. The Series 2019 Bond shall be dated the Closing Date, shall bear interest at a rate of 2.00% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), such interest being payable annually on each Interest Payment Date, and shall be payable in principal installments on each Principal Payment Date (subject to the right of prior redemption) as set forth in the Series 2019 Bond, with the final principal installment being due and payable on August 1, 2039.

Section 204. Terms and Condition for Issuance of Series 2019 Bond. The Series 2019 Bond shall be executed substantially in the form and in the manner herein and in the Trust Agreement set forth and shall be deposited with the Trustee for authentication, but before the Series 2019 Bond shall be authenticated and delivered to the State Treasurer for redelivery to the Purchaser, there shall be filed with the Trustee, in addition to the items required to be delivered to the Trustee pursuant to Section 208 of the Trust Agreement, the following:

- (a) fully executed copies of the Trust Agreement and this Second Supplemental Agreement;

(b) an opinion of the Town Attorney to the effect that (i) the bond order authorizing the issuance of the Series 2019 Bond has been duly adopted by the Town Council, and the Trust Agreement and this Second Supplemental Agreement have each been duly and validly authorized, executed and delivered by the Town, (ii) no provision of the Trust Agreement or this Second Supplemental Agreement violates any provisions of the Town's charter or, to the best of his knowledge, results in or constitutes a default under any agreement, indenture or other instrument to which the Town is a party or by which the Town may be bound, (iii) the execution and delivery of the Trust Agreement and this Second Supplemental Agreement by the Town and the issuance of the Series 2019 Bond by the Town are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not theretofore obtained or effected, (iv) the form, terms, execution, issuance and delivery of the Series 2019 Bond have been duly and validly authorized by the Town and (v) all approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, or filings with any such entities, which would be necessary for the acquisition and construction of the Series 2019 Project, and which are required to have been obtained or to have been filed by the Closing Date, have been obtained or filed; provided, however, that such opinion may except matters pertaining to compliance with federal and State securities laws, The Local Government Finance Act of the State, including, without limitation, the Act, and federal and State taxation;

(c) an opinion of bond counsel to the effect that the Series 2019 Bond has been validly issued in accordance with the provisions of the Trust Agreement and this Second Supplemental Agreement;

(d) a certificate of the Finance Director of Finance of the City as to compliance with Section 716 of the Trust Agreement; and

(e) such other documentation as may reasonably be requested by the Trustee, the Purchaser or bond counsel.

When the documents mentioned in Section 208 of the Trust Agreement and subsections (a) through (e) of this Section shall have been filed with the Trustee, and when the Series 2019 Bond shall have been executed and authenticated as required by this Second Supplemental Agreement, the Series 2019 Bond shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the Purchaser, but only upon the payment by the Purchaser of the purchase price in the amount of \$_____ (representing the par amount of Series 2019 Bond). The Trustee shall cause the proceeds of the Series 2019 Bond to be deposited to the credit of the Series 2019 Project Account held by the Purchaser.

ARTICLE III

REDEMPTION OF SERIES 2019 BOND

Section 301. Redemption of Series 2019 Bond. (a) The principal installments of the Series 2019 Bond shall not be subject to prior redemption except as provided in this Article and in Article III of the Trust Agreement.

(b) The principal installments of the Series 2019 Bond are subject to redemption prior to their stated maturity dates, at the option of the Town, from any moneys that may be available for such purpose, in whole or in part (in whole multiples of \$1,000) on any date at a Redemption Price equal to 100% of the principal installments of the Series 2019 Bond to be redeemed, plus accrued interest to the redemption date.

(c) In connection with any redemption in part of the principal installments of the Series 2019 Bond, such redemption shall be applied to the maturing principal installments in inverse order unless otherwise agreed to by the Owner of the Series 2019 Bond. In the event of such a prepayment in part, the Owner of the Series 2019 Bond shall provide the Town and the Trustee with a new debt service schedule for the Series 2019 Bond which reflects such redemption, which will replace the debt service schedule set forth in Schedule A to the Series 2019 Bond.

Section 302. Redemption Notice. At least ten (10) days but not more than sixty (60) days prior to the redemption date of any principal amount of the Series 2019 Bond to be redeemed, the Trustee shall cause a notice of any such redemption signed by the Trustee to be mailed, first class, postage prepaid, to the Owner of the Series 2019 Bond (unless otherwise waived by the Owner of the Series 2019 Bond). A copy of such notice shall also be given by first class mail, postage prepaid, to the Local Government Commission; provided, however, that failure to give such notice to the Local Government Commission or any defect therein shall not affect the sufficiency of the proceedings for redemption.

Each such notice shall set forth the designation and date of the Series 2019 Bond, the date fixed for redemption, the principal amounts of the Series 2019 Bond to be redeemed, the Redemption Price to be paid, the address and phone number of the Trustee and the date of the redemption notice. If the principal installments of the Series 2019 Bond are redeemed in part only, the notice of redemption shall state also that on or after the redemption date, a new Schedule A to the Bond will be provided to the Owner of the Series 2019 Bonds reflecting the principal installments so redeemed.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal installments of the Series 2019 Bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such principal installments of the Series 2019 Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such principal installments of the Series 2019 Bond to be redeemed are not received by the Trustee on or prior to the redemption date, the redemption shall not be made, and

the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

ARTICLE IV

ACCOUNT, SUBACCOUNTS, REVENUES AND FUNDS; OTHER COVENANTS

Section 401. Establishment of Account and Subaccounts. The following subaccounts of the Bond Fund are hereby established with the Trustee:

- (a) Series 2019 Project Account of the Construction Fund;
- (b) Series 2019 Subaccount of the Interest Account;
- (c) Series 2019 Subaccount of the Principal Account; and
- (d) Series 2019 Subaccount of the Redemption Account.

Such account and subaccounts shall be established with and held by the Trustee pursuant to the Trust Agreement and this Second Supplemental Agreement.

Section 402. Application of Money in the Series 2019 Project Account. Money deposited in the Series 2019 Project Account in accordance with Section 204 shall be applied to pay the Costs of the Series 2019 Project and the fees and expenses incurred in connection with the sale and issuance of the Series 2019 Bond, all in accordance with Article IV of the Trust Agreement. The form of requisition to be used to requisition funds from the Series 2019 Project Account in accordance with Article IV of the Trust Agreement is attached hereto as Exhibit B.

Section 403. Revenues Received by the Town. The Town shall, subject to the provisions of Section 502 of the Trust Agreement, deposit or cause to be deposited with the Trustee, from Receipts held in the Revenue Fund, the following amounts, and the Trustee shall apply such amounts to the various accounts and subaccounts specified herein in the following order:

(a) into the Series 2019 Subaccount of the Interest Account, on the Business Day immediately preceding each Interest Payment Date, the amount required to pay the interest due on the Series 2019 Bond on such Interest Payment Date; and

(b) into the Series 2019 Subaccount of the Principal Account, on the Business Day immediately preceding each Principal Payment Date, the amount required to pay the principal installment of the Series 2019 Bond coming due on such Principal Payment Date.

In addition, the Trustee shall deposit to the Series 2019 Subaccount of the Redemption Account all amounts as shall be delivered to the Trustee by the Town from time to time with instructions that such amounts be so deposited.

Section 404. Application of Money in the Series 2019 Subaccount of the Redemption Account. The Trustee shall apply money in the Series 2019 Subaccount of the Redemption Account to the redemption of Series 2019 Bond as provided in Article III of this Second Supplemental Agreement. The Trustee shall pay the accrued interest on the Series 2019 Bond or portions thereof to be redeemed to the date of redemption from the Series 2019 Subaccount of the

Interest Account or other available funds of the Town and the Redemption Price of such Series 2019 Bond or portions thereof from the Series 2019 Subaccount of the Redemption Account.

The expenses incurred by the Trustee in connection with the redemption of any portion of the principal installments of the Series 2019 Bond shall be paid by the Town from the Revenue Fund or from any other available moneys of the Town.

Section 405. Investment of Money. Money held for the credit of all accounts and subaccounts established hereunder on deposit with the Trustee or the Purchaser shall be continuously invested and reinvested by the Trustee or the Purchaser, as applicable, in Investment Obligations to the extent practicable. Any such Investment Obligations shall mature not later than the respective dates when the money held for the credit of such subaccounts will be required for the purposes intended. No Investment Obligations in any such account or subaccount may mature beyond the final maturity date of the Series 2019 Bond at the time such Investment Obligations are deposited.

Investment Obligations acquired with money in or credited to any account or subaccount established hereunder shall be deemed at all times to be part of such account or subaccount. Any loss realized upon the disposition or maturity of such Investment Obligations shall be charged against such account or subaccount. The interest accruing on any such Investment Obligations and any profit realized upon the disposition or maturity of such Investment Obligations shall be credited to such Accounts or subaccounts as follows:

<u>Funds, Accounts or Subaccounts</u>	<u>Credited to</u>
Series 2019 Subaccount of the Interest Account	Series 2019 Subaccount of the Interest Account
Series 2019 Subaccount of the Principal Account	Series 2019 Subaccount of the Principal Account
Series 2019 Subaccount of the Redemption Account	Series 2019 Subaccount of the Interest Account
Series 2019 Project Account	Series 2019 Project Account

Any such interest accruing and any such profit realized shall be transferred upon the receipt thereof by the Town or the Trustee, as the case may be, pursuant to the provisions of the Trust Agreement and this Second Supplemental Agreement.

An Authorized Officer shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Section, and the Trustee shall then invest such money as so directed. The Trustee may request in writing additional direction or authorization from the Authorized Officer with respect to the proposed investment of money. Upon receipt of such directions, the Trustee shall invest, subject to the provisions of this Section, such money in accordance with such directions.

The Trustee shall sell or reduce to cash in a commercially reasonable manner a sufficient amount of such Investment Obligations whenever it is necessary to do so in order to provide money

to make any payment from any such subaccount. The Trustee shall not be liable or responsible for any loss resulting from any such investment.

Whenever a transfer of money between two or more of the subaccounts is permitted or required, such transfer may be made as a whole or in part by transfer of one or more Investment Obligations at a value determined at the time of such transfer in accordance with Article VI of the Trust Agreement, provided that the Investment Obligations transferred are those in which money of the receiving subaccount could be invested at the date of such transfer.

Section 406. Payment of Principal, Interest and Premium and Pledge of Net Receipts. The Town covenants that it shall promptly pay the principal of and the interest on the Series 2019 Bond issued under the provisions of this Second Supplemental Agreement at the place, on the dates and in the manner provided herein and in said Series 2019 Bond, and any premium required for the retirement of said Series 2019 Bond by purchase or redemption, according to the true intent and meaning thereof. The Town further covenants that it shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Second Supplemental Agreement and the Trust Agreement, or in the Series 2019 Bond executed, authenticated and delivered hereunder or in any proceedings of the Town pertaining thereto. The Town represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2019 Bond authorized hereby and to pledge the Net Receipts in the manner and to the extent herein and in the Trust Agreement set forth; that all action on its part for the issuance of the Series 2019 Bond has been duly and effectively taken; and that such Series 2019 Bond in the hands of the Owners thereof are and will be valid and binding special obligations of the Town payable according to their terms. The Series 2019 Bond shall be secured pari passu as to the pledge of Net Receipts and shall be entitled to the same benefit and security under the Trust Agreement as all other Bonds and Parity Debt issued or incurred thereunder.

Section 407. Tax Covenants. (a) The Town covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2019 Bond which was excludable from the gross income of their Owners for federal income taxes on the date of their issuance shall continue to be so excludable.

(b) The Town hereby represents that it reasonably expects that the Town, all entities issuing obligations on behalf of the Town and all subordinate entities of the Town will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined by the Code) during the calendar year 2019. The Town hereby designates the Series 2019 Bonds as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 408. Financial Statements. The Town agrees that it will furnish the Owner of the Series 2019 Bond, when the same become available, but in no event later than 210 days after the end of each fiscal year, its annual audited financial statements.

ARTICLE V
THE TRUSTEE

Section 501. Acceptance of Duties by Trustee. The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this Second Supplemental Agreement.

ARTICLE VI

SUPPLEMENTAL TRUST AGREEMENTS

Section 601. Modification of Second Supplemental Agreement With Consent of Owner. Subject to the terms and provisions contained in this Section, and not otherwise, the Owner of the Series 2019 Bond shall have the right, from time to time, anything contained in this Second Supplemental Agreement to the contrary notwithstanding, to consent to and approve the execution and delivery by the Town and the Trustee of such supplemental trust agreement as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Second Supplemental Agreement or in any supplemental trust agreement, such consent not to be unreasonably withheld by such Owner.

The Trustee shall, at the expense of the Town, cause notice of the proposed supplemental trust agreement to be mailed, postage prepaid, to the Local Government Commission and the Owner of the Series 2019 Bond as of the date such notice is mailed. Such notice shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by such Owner.

Whenever, at any time after the date of the mailing of such notice, the Town shall deliver to the Trustee an instrument in writing purporting to be executed by the Owner of the Series 2019 Bond, which instrument shall refer to the proposed supplemental trust agreement described in such notice and shall specifically consent to and approve the execution and delivery thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Town and the Trustee may execute and deliver such supplemental trust agreement in substantially such form, without liability or responsibility to such Owner.

If the Owner of the Series 2019 Bond has consented to and approved the execution and delivery thereof as herein provided, to the extent permitted by law, the Owner shall have no right to object to the execution and delivery of such supplemental trust agreement, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution and delivery thereof, or enjoin or restrain the Town or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Upon the execution and delivery of any supplemental trust agreement pursuant to the provisions of this Section, this Second Supplemental Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Second Supplemental Agreement of the Town, the Trustee and the Owner of the Series 2019 Bond shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Second Supplemental Agreement, as so modified and amended.

Section 602. Responsibilities of Trustee and Town Under this Article. The Trustee and the Town shall be entitled to exercise their discretion in determining whether or not any proposed supplemental trust agreement or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the Town, the rights and interests of the Owner of the Series 2019 Bond, and the rights, obligations and interests of the Trustee. The

Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of counsel approved by it, who may be bond counsel for the Town, as conclusive evidence that any such proposed supplemental trust agreement does or does not comply with the provisions of this Second Supplemental Agreement, and that it is or is not proper for it, under the provisions of this Article, to execute and deliver such supplemental trust agreement. The Trustee shall not be obligated to enter into any supplemental trust agreement pursuant to this Article that adversely affects the Trustee's own rights, duties or immunities under this Second Supplemental Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 701. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Town, the Local Government Commission or the Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested postage prepaid, addressed as follows:

- (a) As to the Town --

Town of Apex
73 Hunter Street
Apex, North Carolina 27502
Attention: Finance Director

- (b) As to the Trustee --

U.S. Bank National Association
EX-NC-WSTC
Hearst Tower
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Bond Administration/Corporate Trust Department

- (c) As to the Local Government Commission --

North Carolina Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered or certified mail, postage prepaid, to the other parties by the party effecting the change.

Section 702. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the Town, the Local Government Commission, the Trustee shall be unable to mail any notice required to be given by the provisions of this Second Supplemental Agreement, such party shall give notice in such other manner as in the judgment of such party shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Second

Supplemental Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 703. Town, Trustee and Owner Alone Have Rights Under Second Supplemental Agreement. Except as herein otherwise expressly provided, including, without limitation, nothing in this Second Supplemental Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Town, the Trustee and the Owner of the Series 2019 Bond, any right, remedy or claim, legal or equitable, under or by reason of this Second Supplemental Agreement or any provision being intended to be and being for the sole and exclusive benefit of the Town, the Trustee and the Owner of the Series 2019 Bond.

Section 704. Effect of Partial Invalidity. In case any one or more of the provisions of this Second Supplemental Agreement or the Series 2019 Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Second Supplemental Agreement or the Series 2019 Bond, but this Second Supplemental Agreement and the Series 2019 Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this Second Supplemental Agreement or the Series 2019 Bond shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Town to the full extent permitted by law.

Section 705. Effect of Covenants; Governing Law. All covenants, stipulations, obligations and agreements of the Town contained in this Second Supplemental Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent permitted by the Constitution and laws of the State. This Second Supplemental Agreement is executed and delivered with the intent that the laws of the State shall govern this construction.

Section 706. Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Second Supplemental Agreement, nor shall they affect its meaning, construction or effect.

Section 707. Further Authority. The officers of the Town, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by this Second Supplemental Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2019 Bond and this Second Supplemental Agreement.

Section 708. Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Second Supplemental Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this Second Supplemental Agreement.

Section 709. Multiple Counterparts. This Second Supplemental Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 710. E-Verify. The Trustee understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee shall require that any subcontractor that it uses in connection with the performance of its obligations under this Second Supplemental Agreement to certify to such subcontractor’s compliance with E-Verify.

IN WITNESS WHEREOF, the Town and the Trustee have caused this Second Supplemental Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Vice President

FORM OF SERIES 2019 BOND

R-1

\$_____

United States of America
State of North Carolina

TOWN OF APEX, NORTH CAROLINA
COMBINED ENTERPRISE SYSTEM REVENUE BOND
SERIES 2019

The TOWN OF APEX, NORTH CAROLINA (the “Town”), a municipal corporation organized and validly existing in the State of North Carolina, for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to PINNACLE FINANCIAL PARTNERS, or registered assigns or legal representative, the principal sum of _____ Dollars (\$_____) in annual installments of principal on the days and in the years and amount set forth in Schedule A attached hereto and made a part hereof (each, a “Principal Payment Date”), and to pay, but solely from said sources, interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of 2.00% per annum, such interest being payable on August 1 of each year, beginning August 1, 2020, as set forth in Schedule A attached hereto (each, an “Interest Payment Date”).

The principal and interest so payable and punctually paid or duly provided for on any Principal Payment Date or Interest Payment Date shall be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such payment, which shall be the day immediately preceding each Interest Payment Date or Principal Payment Date, whether or not a Business Day. Any such principal or interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted principal or interest to be fixed by the Trustee (hereinafter mentioned), notice whereof being given to the registered owner not less than ten (10) days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this bond may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Trust Agreement. Payment of the final installment of principal shall be made only upon the presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association in Charlotte, North Carolina, or its successor (the “Trustee”). All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This bond is a duly authorized revenue bond of the Town designated “Town of Apex, North Carolina Combined Enterprise System Revenue Bond, Series 2019” issued under and pursuant to the Constitution and laws of the State of North Carolina, including the Act, an order of the Town adopted on September 3, 2019, authorizing the issuance of this bond, a Trust Agreement, dated as

of May 1, 2009 (the “Trust Agreement”), between the Town and the Trustee, and a Second Supplemental Trust Agreement, dated as of September 1, 2019 (the “Second Supplemental Agreement”), between the Town and the Trustee. This bond is being issued for the purpose of providing funds, together with any other available funds, to (a) pay the costs of acquiring, constructing and equipping an approximately 20,000 square foot administration and operations warehouse facility for the Town’s Electric Division, to provide the required space for personnel, vehicles, equipment and supplies, as well as a single secure location for inventory specific to electric operations and (b) pay the fees and expenses incurred in connection with the sale and issuance of this bond. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Trust Agreement and the Second Supplemental Agreement.

This bond is a special obligation of the Town secured by a pledge, charge and lien upon Net Receipts on a pari passu basis with the Outstanding Bonds and Parity Debt heretofore or hereafter issued or incurred pursuant to the Trust Agreement. The Town is not obligated to pay the principal of or the interest on this bond except as provided in the Trust Agreement from Net Receipts or certain other monies made available therefor under the Trust Agreement, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the Town is pledged to the payment of the principal of and the interest on this bond.

The Trust Agreement provides for the issuance or incurrence from time to time under the conditions, limitations and restrictions set forth therein of additional bonds and Parity Debt secured pari passu as to the pledge of Net Receipts with this bond and any additional bonds or Parity Debt hereafter issued or incurred pursuant to the Trust Agreement.

Reference is made to the Trust Agreement and the Second Supplemental Agreement for a more complete statement of the provisions thereof and of the rights of the Town, the Trustee and the registered owner of this bond. Copies of the Trust Agreement and the Second Supplemental Agreement are available for inspection by the registered owner of this bond at all reasonable times at the principal corporate trust office of the Trustee. By the purchase and acceptance of this bond, the registered owner hereof signifies assent to all of the provisions of the Trust Agreement and the Second Supplemental Agreement.

The Trust Agreement provides for the creation of a special fund designated “Town of Apex Combined Enterprise System Bond Fund” (the “Bond Fund”). Pursuant to the Second Supplemental Agreement, special subaccounts have been created within the various accounts of the Bond Fund with respect to this bond (the “Subaccounts”), which Subaccounts are pledged and charged with the payment of the principal of and the interest on this bond. The Second Supplemental Agreement provides for the deposit of Net Receipts to the credit of the Subaccounts to the extent and in the manner provided in the Trust Agreement and the Second Supplemental Agreement.

The Trustee shall keep at its principal corporate trust office books for the registration of transfer of this bond. The transfer of this bond may be registered only upon such books and as otherwise provided in the Trust Agreement upon the surrender hereof to the Trustee together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall deliver in exchange for this bond a new bond registered in the name of the transferee

in an aggregate principal amount equal to the principal amount of this bond, containing the same principal installments and bearing interest at the same rate. This bond may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Trust Agreement or the Second Supplemental Agreement to the contrary, the Trustee shall not register the transfer of this bond to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Local Government Commission.

The principal installments of this bond are subject to redemption prior to their stated payment dates, at the option of the Town, from any moneys that may be available for such purpose, in whole or in part (in whole multiples of \$1,000) on any date at a Redemption Price equal to 100% of the principal installments of this bond to be redeemed, plus accrued interest to the redemption date.

At least ten (10) days but not more than sixty (60) days prior to the redemption date of any principal amount of the Series 2019 Bond to be redeemed, the Trustee shall cause a notice of any such redemption signed by the Trustee to be mailed, first class, postage prepaid, to the Owner of this bond.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal installments of the Series 2019 Bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such principal installments of the Series 2019 Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such principal installments of the Series 2019 Bond to be redeemed are not received by the Trustee on or prior to the redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date designated for redemption, notice having been given as aforesaid, this bond shall become due and payable at the Redemption Price therefor plus accrued interest to such date.

The registered owner of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement.

Modifications or alterations of the Trust Agreement and the Second Supplemental Agreement or in any supplement trust agreement thereto may be made only to the extent and in the circumstances permitted by the Trust Agreement and the Second Supplemental Agreement, as the case may be.

This bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement and the Second Supplemental Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes

of Article 8 of the Uniform Commercial Code of North Carolina. This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this bond and the execution and delivery of the Trust Agreement and the Second Supplemental Agreement have happened, exist and have been performed as so required.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement or the Second Supplemental Agreement until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by order duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and the Town Clerk and its official seal to be impressed hereon, all as of the ____ day of September, 2019.

Mayor

[SEAL]

Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is a bond of the series designated therein and issued under the provisions of the within mentioned Trust Agreement and Supplemental Agreement.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within bond and all right thereunder, and hereby irrevocably constitutes and appoints _____
_____, attorney, to transfer the within bond on the books
kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SCHEDULE A

DEBT SERVICE SCHEDULE

[Debt Service Schedule to be Attached]

FORM OF REQUISITION

REQUISITION NO. ____

REQUISITION

U.S. Bank National Association
EX-NC-WSTC
Hearst Tower
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Bond Administration/Corporate Trust Department

Re: Disbursement from the Series 2019 Project Account of the Construction Fund pursuant to Section 404 of the Trust Agreement, dated as of May 1, 2009 (the "Trust Agreement"), between the Town of Apex, North Carolina (the "Town") and U.S. Bank National Association, as trustee (the "Trustee"), and Section 402 of the Second Supplemental Trust Agreement, dated as of September 1, 2019 (the "Second Supplemental Trust Agreement"), between the City and the Trustee.

1. The City hereby requests payment in the amount of \$_____ to be paid to _____ [by wire transfer][by check]. Delivery instructions are as follows:

2. The purpose for which the obligation to be paid was incurred was for _____.
Said costs constitutes a Cost of the Series 2019 Project within the meaning of the Trust Agreement and the Second Supplemental Trust Agreement.

3. The obligation set forth above has been incurred by the City, is presently due and payable and is a proper charge against the Series 2019 Project Account of the Construction Fund that has not been paid.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right of any such person to receive payment of, the amount stated in this Requisition has been filed or attached or, if any of the foregoing has been filed or attached, the same either has been or will be satisfied or discharged or that provisions have been made as specified below to protect adequately the Trustee and the Owners from incurring any loss as a result of the same.

[Explain, as applicable, any provisions made for protecting Trustee and Owners from incurring any loss as a result of such payment.]

5. This Requisition does not contain any item representing payment on account of any retainage to which the City is entitled as of the date hereof.

6. This Requisition does not contain any item representing payment of the purchase price or cost of any lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands, other than lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands, other than lands, property, property rights, rights-of-way, easements, franchises or interests already constituting a part of the Combined Enterprise System.

[Note: If the Requisition covers land or rights therein as described in paragraph 6 above, the following certification should be made instead of the certification required by the above paragraph. In addition, the City should provide the opinion of the City Attorney required by Section 405(b) of the Trust Agreement.]

[6. Such lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands, other than lands, property, property rights, rights-of-way, easements, franchises or interests in or relating to lands are being acquired by the City in further of the construction or acquisition of the Series 2019 Project.]

Very truly yours,

Authorized Officer



11807 Memorial Pkwy SW
Huntsville, AL 35803

August 16, 2019

Southern Solar is pleased to submit the following bid for additional solar installations at the Public Works facility in Apex, NC.

Southern Solar is proposing to install 108 kw on 4 different roof surfaces facing southeast as shown on the attached layout drawing. The system is estimated to produce 145 MWh per year. These installations will be installed by adhering to the same guidelines provided in Southern Solar's existing contract with the City of Apex. This installation will use the same brand of solar panels, inverters and racking structure as is currently being used on the Public Works building solar system in order to keep a consistent appearance and allow the systems to be monitored on the same monitoring platform.

The equipment will consist of Renogy solar panels, Fronius 3 phase inverters, and S-5! brand racking equipment that will attach to the existing standing seam roof without any roof penetrations.

There are a couple a pine trees on the east side of the property that will likely need to be removed in order to maximize the solar gain of north eastern most array of solar panels. It is identified on the attached layout drawing.

As per the existing contract, the city will evaluate the strength of the roofs and provide any documentation needed for permitting.

The total amount of the bid for Southern Solar to design, install and commission the project is \$151,200.

Thank you for the opportunity to bid this work.

Regards,

A handwritten signature in black ink that reads "Chris Shearburn". The signature is written in a cursive, flowing style.

Chris Shearburn

Vice President

Southern Solar Systems, Inc.



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: September 3, 2019

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Discussion and possible motion to issue a change order to the current contract with Southern Solar Systems to add 108 kW of additional solar PV panels to the roof(s) on the Public Works Operations Buildings and approve Budget Amendment No. 2 to appropriate \$151,200 from General Fund Balance for this work.

Approval Recommended?

Item Details

Southern Solar Systems is currently under contract and working to install solar PV on nine of our buildings for a total cost of \$587,520 with an anticipated generating capacity of approximately 490 kW. Staff was requested to evaluate and request a proposal to add solar PV to additional roof surfaces on the Public Works Operations building. This building was the first one upon which we installed PV in 2017 where we began with a small system.

Attachments

- Proposal from Southern Solar Systems
- Budget Amendment No. 2





Town of Apex

BUDGET ORDINANCE AMENDMENT 2

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2019-2020 Budget Ordinance be adopted:

GENERAL FUND

Section 1. Revenues:

Appropriate Fund Balance	\$151,200
Total Revenues	\$151,200

Section 2. Expenditures:

Capital Outlay Improvements: Facilities	\$151,200
Total Expenditures	\$151,200

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 3rd day of September, 2019.

Attest:

Lance Olive, Mayor

Donna B. Hosch, Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: September 3, 2019

Item Details

Presenter(s): Joanna Helms, Economic Development Director

Department(s): Economic Development

Requested Motion

Possible motion to go into Closed Session to discuss the acquisition of property.

Approval Recommended?

N/A

Item Details

N/A

Attachments

- None



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: WORK SESSION

Meeting Date: September 3, 2019

Item Details

Presenter(s): Drew Havens, Town Manager and Keith McGee, Fire Chief

Department(s): Administration and Fire

Requested Motion

Work session to discuss the future plans for maintaining an operating fire station at 210 N. Salem Street.

Approval Recommended?

No recommendation at this time.

Item Details

At this work session, information related to the opportunities and challenges that are faced by maintaining an operating Fire Station 1 at 210 N. Salem Street. We will discuss the historic response performance from this station, discuss implications of moving this station, discuss the possibility of relocating Station 3 if Station 1 remains in its current location, and the predicted effects on our public protection classification rating should we relocate either Station 1 or Station 3. Ultimately, the eventual decision on whether to maintain Station 1 on N. Salem Street will allow the department to solidify plans for other facility needs.

Attachments

- None

