



AGENDA | VIRTUAL REGULAR TOWN COUNCIL MEETING

October 26, 2021 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

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

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

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

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

PRESENTATIONS

[PR1](#) Apex Town Council and Apex Public School Foundation

Presentation by the Apex Public School Foundation

[PR2](#) Vance Holloman, Finance Director

Presentation of an Update on the Town's Customer Assistance Program.

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](#) Marty Stone, Assistant Town Manager

Motion to approve Master Encroachment Agreement with Google Fiber North Carolina, LLC and authorize the Town Manager to execute the same.

[CN2](#) Marty Stone, Assistant Town Manager

Motion to approve an encroachment agreement between the Town and property owner Edwards Pond, LLC to install a concrete driveway that will encroach 157 S.F. onto the Town's 20' Public Drainage Easement and authorize the Town Manager to execute the same.

[CN3](#) Marty Stone, Assistant Town Manager

Motion to approve an encroachment agreement between the Town and property owner Lennar Carolinas, LLC to install a concrete driveway that will encroach 7 S.F. onto the Town's 39 S.F. Public Drainage Easement and authorize the Town Manager to execute the same.

- [CN4](#) Jacques K. Gilbert, Mayor
Motion to appoint Audra Killingsworth, Town Council Member, Tina Sherman, Town Planning Board Member, Philip J. Welch, Jr., Rhett Fussell, Valeria Cesanelli, Paul Kane, Seth Friedman, Jacob Rogers and Martha L. Rodgers to the Housing Advisory Board.
- [CN5](#) Michael Deaton, Water Resources Director
Motion to set a Public Hearing concerning the proposed amendments to Article III of Chapter 12 to add a Stormwater Utility Ordinance for Tuesday, November 9, 2021 at 6:00 p.m.
- [CN6](#) Colleen Merays, Downtown & Small Business Development Coordinator & Captain Ann Stephens
Motion to approve the Town Sponsored Event request for the Town of Apex to host Apex Night Out on Saturday, November 6, 2021 at The Depot Parking Lot, Plaza and Seaboard St.
- [CN7](#) Donna B. Hosch, Town Clerk & Tesa Silver, Deputy Town Clerk
Motion to approve Minutes of the October 6, 2021 Special Council Meeting and the October 12, 2021 Regular Council Meeting
- [CN8](#) Michael Deaton, PE, Director
Motion to approve an Interlocal Agreement (ILA) with the Town of Cary to provide water service to a single family residence located at 5921 Farmond Road.
- [CN9](#) Taylor Wray, Cultural Arts Marketing and Events Specialist
Motion to reappoint Tom Colwell as Chair and Bethany Bryant as Vice-Chair on the Apex Public Art Committee.
- [CN10](#) Mary Beth Manville, Human Resources Director
Motion to approve the Organization and Workforce Study contract between the Town and Baker Tilly-US, LLC, authorizing the Town Manager to execute the same, and approve corresponding Budget Ordinance Amendment No. 8.

REGULAR MEETING AGENDA

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

PUBLIC FORUM

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

PUBLIC HEARINGS

OLD BUSINESS

UNFINISHED BUSINESS

NEW BUSINESS

UPDATES BY TOWN MANAGER

[TM1](#) Catherine Crosby, Town Manager
Updates on Town operations by Town Manager Catherine Crosby

CLOSED SESSION

[CS1](#) Steve Adams, Real Estate & Utilities
Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: October 26, 2021

Item Details

Presenter(s): Apex Town Council and Apex Public School Foundation

Department(s): Apex Town Council and Apex Public School Foundation

Requested Motion

Presentation by the Apex Public School Foundation

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: October 26, 2021

Item Details

Presenter(s): Vance Holloman, Finance Director

Department(s): Finance Department

Requested Motion

Presentation of an Update on the Town's Customer Assistance Program.

Approval Recommended?

Yes

Item Details

At its April 27th meeting the Council established the Town's Customer Assistance Program (CAP) to assist utility customers behind on their bills due to the economic hardships caused by COVID 19. The Town appropriated \$503,000 for assistance, allowing qualified applicants to receive up to \$636 in assistance if they met the CAP's eligibility requirements. The CAP limited eligibility to applicants with an income at or below 200% of the U.S. Poverty level. The Town contracted with Western Wake Crisis Ministry, Inc. to make eligibility determinations. Assistance was initially given out in June.

Attachments

- CAP Update 9/30/21



Update: Town of Apex Customer Assistance Program (CAP)

October 26, 2021

Delinquent Accounts and Accounts
with a Payment Plan as of
September 30, 2021

	Residential	Commercial	Total
Amount Delinquent	\$308,268	\$11,343	\$319,611
Number of Accounts	333	28	361
Average Balance	\$925.73	\$405.11	\$885.35
		Delinquent accounts as a percent of charges	.30%

Accounts with a Payment Plan as of September 30, 2021

PAYMENT PLANS	Number of Customers	Amount Due	Average Balance
Total Payment Plans	477	\$535,041	\$1,121.68
Payment Plans Past Due	165	\$233,915	\$1,417.67
Payment Plans Current	312	\$301,126	\$965.15
Delinquent Accounts	<u>361</u>	<u>\$319,611</u>	\$885.35
Total Dln. Accts & PP Crrnt	673	\$620,737	\$922.34
Delinquent Accts. 5 31 21	1,947	\$1,340,942	\$688.72

Past Due Accounts as of September 30, 2021

Fund	Past Due Accounts	Percentage of Charges
General	\$94,228	1.10%
Electric	\$1,089,888	1.65%
Water Sewer	\$403,726	1.24%
Total	\$1,588,442	1.48%
Total May 31, 2021	\$2,265,874	2.83%

Summary of Applications and Approvals

	Through September 30, 2021
Number of Applications	141
Number of Applications Approved	127 (90% Approval Rate)
Assistance Given	\$74,299.69
Average Assistance per Approval	\$585.04

Approvals by Poverty Level

% of Poverty Level (Maximum Income Family of 4)	Number of Approvals
0 to 100% (\$21,960)	86 (68% of All Approvals)
101 to 110% (\$24,156)	4
111 to 120% (\$26,352)	5
121 to 130% (\$28,548)	9
131 to 140% (\$30,744)	6
141 to 150% (\$32,940)	4
151 to 160% (\$35,136)	5
161 to 170% (\$37,332)	4
171 to 180% (\$39,528)	1
181 to 190% (\$41,724)	2
191 to 200% (\$43,920)	1

Budget Report as of September 30, 2021

	Budget	Expended	Percentage Expended
Awards	\$509,000	\$74,299.69	14.60%
Eligibility Determinations	\$40,675	\$9,356.34	23.00%
Total	\$549,675	\$83,656.03	15.22%

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve Master Encroachment Agreement with Google Fiber North Carolina, LLC and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The Master Encroachment Agreement provides the terms required for Google Fiber North Carolina, LLC to locate fiber within town rights-of-way. Google Fiber North Carolina, LLC will be required to notify the Town of any requested fiber installations in our rights-of-way via construction plans submitted to the Town for review and approval. Conditions in the agreement and required approval of the construction plans will help to protect town infrastructure. The agreement does not give Google Fiber North Carolina, LLC rights to locate fiber on Town utility poles or in Town conduits.

Attachments

- Master Encroachment Agreement
- Exhibit A



STATE OF NORTH CAROLINA

MASTER ENCROACHMENT AGREEMENT

COUNTY OF WAKE

TOWN RIGHT OF WAY

THIS MASTER ENCROACHMENT AGREEMENT, (“Agreement”) is made this ____ day of _____, 2021, by and between **Google Fiber North Carolina, LLC**, hereinafter referred to as “Grantee,” and the Town of Apex, hereinafter referred to as the “Town.”

WHEREAS, Grantee desires to encroach on certain public street(s) and/or street right(s) of way (hereinafter collectively “ROW”) under Town’s jurisdiction for the purpose of constructing and installing a fiber-to-the-premises infrastructure network (hereinafter “FTTP Network”) and the parties wish to memorialize any such permission and conditions through this Agreement rather than individual permits or approvals; and

WHEREAS, the Town is willing to exercise its authority in accordance with N.C.G.S. 160A-296 to grant the Grantee non-exclusive, revocable (subject to applicable law) permission to encroach on the ROW in the locations approved by the Town pursuant to plans approved for the purposes described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Permission to Encroach. Upon the approval of specific construction plans by the Town, the Town hereby grants the Grantee permission to encroach at the locations described in construction plans in accordance with this Agreement. Encroachments are for the purpose of constructing and/or erecting, installing, maintaining, operating and if necessary removing an FTTP Network and related facilities. The FTTP Network may consist of aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; huts; and other similar facilities (hereinafter “Network Facilities”). A general route and proposed design of Grantee’s FTTP Network is attached as Exhibit A. Grantee understands and agrees that, notwithstanding any language in this Agreement to the contrary, the Town grants permission only to the extent authorized by law and the terms of the conveyance of the right-of-way, fee, easement, or other property interest to the Town in the ROW or public street. Nothing in this Agreement shall constitute or create an assignment to Grantee by the Town of any easement or license held by the Town or of any rights under any easement or license held by the Town. Nothing herein contained shall be construed to confer on Grantee an exclusive right to encroach on



ROW or public streets or confer any rights to any third party. This Agreement also does not grant usage of Town poles or conduits by the Grantee.

Construction plans that are approved by the Town and show an encroachment shall be added as exhibits to this Agreement and shall be governed by the terms and conditions of this Agreement. Each such approved plan shall have a sequential Exhibit number included on the plan. All such construction plans that show an encroachment shall reference this Agreement and provide that any such installation, operation, or maintenance shall be governed by and incorporated into this Agreement.

2. Pre-Existing Interests. This Agreement and the rights granted hereto are subordinate and subject to the Town's continuing right to use and control the ROW in accordance with North Carolina law. Nothing in this Agreement shall be interpreted to restrict, impair, or affect the Town's right to construct, install, operate, maintain, repair, or remove roadways, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines, and any other associated facilities or utility and municipal uses.

Grantee's rights are subject to all pre-existing easements, restrictions, conditions, covenants, claims of title and other property interests in the ROW. Grantee shall obtain any permission or rights necessary to accommodate such pre-existing property interests.

3. Grantee's Obligations. The Grantee, its contractors, employees, agents, successors, and assigns shall:

(a) take all necessary steps, including but not limited to, contacting North Carolina 811 at least three days prior to any digging or excavation to ensure that any activity or operation by Grantee will not interfere with, damage, disrupt, or interrupt any utility located in the ROW, above or below ground;

(b) notify the Town at least five (5) business days before commencing work at a Town ROW location and at least three (3) days before work begins, take reasonable steps to notify residents of buildings in the area of the affected ROW that work will be performed. Failure to provide the notifications outlined in this Agreement may, in the Town's discretion, result in suspension or termination of this Agreement. Grantee shall not begin work until approval to proceed has been provided by the Town. Approval may be provided through electronic mail and shall not be unreasonably withheld. Approvals will be provided by a representative designated by the Town;

(c) in the event Grantee will be placing Network Facilities in the ROW within the tolerance zone (as defined in Section 87-117 of the North Carolina Underground Utility Safety and Damage Prevention Act (hereafter "NC811 Law") of a town water or sewer line or any other town-owned utility line, Grantee shall follow NC811 Law requirements for excavating within that tolerance zone;

(d) provide proper traffic control devices in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways (“MUTCD”), including but not limited to signs, signal lights, and flagmen for the protection of traffic and amendments or supplements thereto during any installation or maintenance of the Network Facilities pursuant to this Agreement; Grantee shall provide at least five (5) business days’ notice to the Town of any work which will require lane closure or traffic control measures lasting more than twenty-four hours; Grantee shall follow all federal, state, and local accessibility regulations, including the MUTCD and the Americans with Disabilities Act;

(e) install, operate, repair and maintain the Network Facilities at Grantee’s sole cost and expense and in accordance with federal, state, and local law, and the Town Standard Specifications and Standard Details, as may be amended from time to time. Construction, installation, operation, and maintenance of Network Facilities shall not endanger, inhibit, prevent, or interfere (i) with use of a ROW as a way of passage, (ii) with traffic on any ROW, (iii) with the maintenance of any ROW, (iv) with operation or maintenance of any Town-owned infrastructure located within or adjacent to the ROW, including but not limited to electric lines or poles, underground fiber, and water or sewer lines, or (v) with operation or maintenance of any other infrastructure or equipment lawfully located within the ROW;

(f) in the event Grantee damages any existing gas, electric, communications, water, sewer, or other utility facilities, Grantee shall immediately cease work and notify the Town and the affected utility company of the damage. Grantee will not resume work where damage has occurred until the Town determines that the danger to the public and the utility facilities has been eliminated;

(g) promptly repair any damage to the ROW, all Town-Owned infrastructure, and all other areas disturbed during installation, operation, repair and maintenance of the Network Facilities, including but not limited to pavement, sidewalk, curb and gutter, drainage systems, signs, pavement markings, underground fiber, utility poles, electric lines, and water or sewer lines, and shall restore same to the condition existing prior to Grantee’s disturbance, re-establishing grass cover with seeding and spreading of straw for finishing, all to the Town’s satisfaction which shall be based on the industry standards for such activity;

(h) comply with all Town ordinances, rules, and regulations regarding stormwater discharge and soil erosion and sedimentation control as well as the Town’s Standard Specifications and Standard Details for roadway and utility construction;

(i) reimburse Town for any reasonable costs or expenses of Town for any repairs or maintenance to the ROW, any Town-owned infrastructure, or other Town-owned structures

resulting from or related to Grantee's negligence or willful misconduct in performing the installation, operation, maintenance, repair, or existence of the Network Facilities following receipt of invoices from the Town detailing those costs and/or expenses, including supporting documentation evidencing them, if requested and available;

(j) in the event that Town, its employees, agents, or contractors, in Town's sole discretion, need to conduct work in the ROW for a legitimate governmental purpose that will conflict with the Network Facilities, Grantee shall within a commercially reasonable time, remove or alter the Network Facilities at its cost, unless applicable law provides otherwise. In the event of a public emergency that creates an imminent threat to the health, safety, or property of the Town or its residents, the Town may remove or relocate any applicable Network Facilities without notice to Grantee, provided, however, that Town will make best efforts to provide prior notice to Grantee before making an emergency removal or relocation. Town will provide Grantee a detailed description of any emergency removals or relocations of Network Facilities. If Grantee abandons any portion of its Network Facilities, Grantee shall notify the Town and remove the Network Facilities at Grantee's expense, provided, however, that Town and Grantee shall discuss whether underground facilities may be abandoned in place or transferred to Town at the mutual agreement of Grantee and Town;

(k) understand and agree that damage or destruction may occur to Network Facilities and other property of Grantee in the course of Town's operations and that Town has no obligation to take extraordinary measures to protect Grantee, Grantee's property, or Network Facilities or to minimize, mitigate, or avoid any such damage; and release, waive, and discharge any legal rights or claims to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages resulting from Town's operations, maintenance, or other use of the ROW under its prior and continuing right to use the ROW;

(l) understand and agree that permission provided by this Agreement is non-exclusive, that additional encroachments by others may currently exist and be permitted in the future in the ROW ("Third Party Encroachments"), and that Town is not liable for any damage to Network Facilities that arise from the installation, operation, maintenance, or existence of Third Party Encroachments; and that any recourse for such damage must be from the Third Party Encroacher;

(m) release, waive, and discharge any legal rights to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages due to or resulting from Third Party Encroachments;

(n) hold the Town, its officers, employees, and elected officials harmless from any and all liability arising out of the construction, installation, maintenance, repair, or existence of the Network Facilities and associated restoration activities in the ROW; that it will defend the Town, its officers, employees, and elected officials, and pay reasonable attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, employees, and elected officials against any and all loss sustained by reason of negligence, recklessness, or intentional wrongful conduct of Grantee arising out of the installation, maintenance, operation, repair, removal, location, or existence of Network Facilities, provided, however, that indemnification relating to personal injury of employees will not apply to any claims made by Town's employees that are covered under applicable workers' compensation laws, and provided, further, that Grantee's indemnification obligations shall not extend to liability to the extent caused by the negligence or willful misconduct of any indemnitee;

(o) comply with all applicable Federal, State, and local laws and regulations. Grantee, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes; and

(p) maintain valid general liability insurance in the combined single limit (bodily injury and property damage) amount of \$5,000,000 general aggregate, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. Grantee shall maintain an umbrella excess policy in the minimum amount of \$3,000,000 over primary insurance. Additionally, Grantee shall maintain and show proof of workers' compensation within the NC statutory limits and employer's liability insurance in the minimum amount of \$1,000,000. Grantee shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document.

Notwithstanding the foregoing, neither the requirement of Grantee to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law. All insurance certificates, endorsements, coverage verifications and any other items required pursuant to this Agreement will be mailed directly to:

Town of Apex
Attn: Mark Willing
PO Box 250
Apex, NC 27502

4. Microtrenching. Installation of Network Facilities through the use of microtrenching (installing conduits within the edges of sidewalk or roads) that in any way impacts any Town-Owned street, road, sidewalk, curb, gutter, or infrastructure of any kind is prohibited under this Agreement unless first approved in writing by the Town. Approval may be provided through electronic mail.

5. As-Built Maps. Grantee will maintain accurate as-built drawings and maps of its Network Facilities located in the Town and provide them to the Town upon request and subject to applicable confidentiality protections under North Carolina law.

6. Required Relocation. In the event Grantee's Network Facilities would interfere with the Town's use of the ROW for a legitimate governmental purpose, including but not limited to, construction or installation of water, sewer, or electric lines, or construction/relocation of a public road, Grantee will, upon written notice from the Town, relocate its Network Facilities at Grantee's expense to another location in the public ROW as may be agreed upon by the Parties. Relocation shall occur within a commercially reasonable time period after receiving notice from the Town, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances. Notwithstanding the foregoing, Town may not require Licensee to relocate or remove its Network Facilities with less than one hundred and eighty (180) days' notice except in the event of an emergency as described in this Agreement.

7. Contractors and Subcontractors. Grantee may retain contractors and subcontractors to perform the work contemplated by this Agreement on behalf of Grantee. Grantee will notify the Town in writing of the identity of and contact information for each contractor and subcontractor performing any work for the Grantee in the Town prior to commencement of the work by the contractor or subcontractor. The contact information to be provided to the Town shall include the contractor's state license information and the name and telephone number of the contractor/subcontractor representative with supervisory authority of the work.

8. Term. This Agreement is effective on the date the last party to sign executes this Agreement ("Effective Date"). The initial term will be twenty (20) years from the Effective Date. At the end of the initial term, the Agreement shall automatically renew for successive five-year terms unless terminated by either party in accordance with this Agreement or unless superseded by a new or amended agreement. Either party may terminate this Agreement for convenience upon one hundred eighty (180) days written notice to the other party. In the event of termination of this Agreement, the Agreement will nevertheless continue to govern any construction plans approved by the Town and that are Exhibits to this Agreement prior to the effective date of termination. Notwithstanding the foregoing, a grant of

permission to encroach shall become void, and this Agreement terminated, as to any individual Town-approved construction plans if the Grantee does not begin installation of the Facilities covered by that permit application in the relevant ROW within one (1) year of the date the plans are approved, unless the approval is updated in writing by the Town, and thereafter diligently pursue installation to completion.

9. Notice. Notices related to this Agreement shall be sent to Grantee at the following email addresses and fax numbers: googlefibernotices@google.com, with a copy to legal-notices@google.com, and fax number for notice is 650-618-1806. Mailed notices, if required, will be sent to Grantee at:

Google Fiber of North Carolina, LLC
Attention: Google Fiber Legal Department
1600 Amphitheatre Parkway, Mountain View, CA 94043

Notices to the Town shall be sent to:

Town of Apex
Attn: Assistant Town Manager
PO Box 250
Apex, NC 27502

Notices are effective when delivered in person, upon confirmation of receipt when sent by facsimile or electronic mail, on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), on the next business day if transmitted by overnight courier (with confirmation of delivery), or three (3) days after the date of mailing, whichever is earlier.

10. Recitals. The Recitals are incorporated herein.

11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the parties agree that the proper venue for all suits or actions related to Agreement shall be in Wake County, North Carolina.

12. Miscellaneous.

(a) Neither party waives any rights it may have under applicable law with respect to the subject matter in this Agreement and no breach or non-performance of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

(b) There are no third party beneficiaries to this Agreement.

(c) The individual signing this Agreement warrants that he/she has the authority to do so and binds the Grantee to the obligations set forth herein.

(d) Grantee acknowledges that records in the custody of Town are public records and subject to public records requests unless such records are exempt from disclosures under North Carolina law. The burden of claiming an exemption from disclosure shall rest solely with Grantee and Grantee shall comply with North Carolina law in asserting any such exemption. Town shall make reasonable efforts to notify Grantee of any requests made for disclosure of documents submitted under any claim of exemption from public records requests, and Grantee may take any appropriate actions, at its own expense, to prevent disclosure of such material.

(e) Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

(f) No elected official, agent, or employee of the Town shall be subject to any personal liability by reason of the execution of this Agreement. Such elected officials, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

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

(h) This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, and may only be amended only by written amendment in a writing signed by the both parties.

(i) In the event of conflict between the requirements of this Agreement, the Town's ordinances, or the terms of any applicable construction plans, the more restrictive requirement shall apply.

(j) The Encroachment shall not be enlarged or increased beyond that shown in any individual approved construction plans.

(k) Grantee binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. This Agreement may not be assigned without the prior written consent of the Town. In the event Grantee retains subcontractors to perform any activities covered by this Agreement, Grantee shall be and remain responsible for all activities and all required insurance. All entities performing the work must be North Carolina licensed and bonded contractors.

[The Remainder of This Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed in the day and year first above written.

GRANTEE: Google Fiber North Carolina, LLC

By: Rocco Laurenzano
(signature)

Name: Rocco Laurenzano

Title: VP Operations

STATE OF Virginia

COUNTY OF Newport News

I, Jonathan Edouard, a Notary Public of the County and State aforesaid, do hereby certify that Rocco S Laurenzano personally appeared before me this day and acknowledged that he/she is VP Operations of Google Fiber North Carolina, LLC, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Rocco S Laurenzano.

Witness my hand and official seal, this the 27th day of September, 2021.

Jonathan Edouard

[OFFICIAL SEAL]

Notary Public

Jonathan Edouard

Printed name of Notary Public

My Commission expires: 11/30/2024



Notarized online using audio-video communication



TOWN OF APEX

(Corporate Seal)

Catherine Crosby
Town Manager

ATTEST:

Donna B. Hosch, CMC, NCCMC
Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

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

Witness my hand and official stamp or seal, this _____ day of _____, 2021.

[Signature of Notary Public]

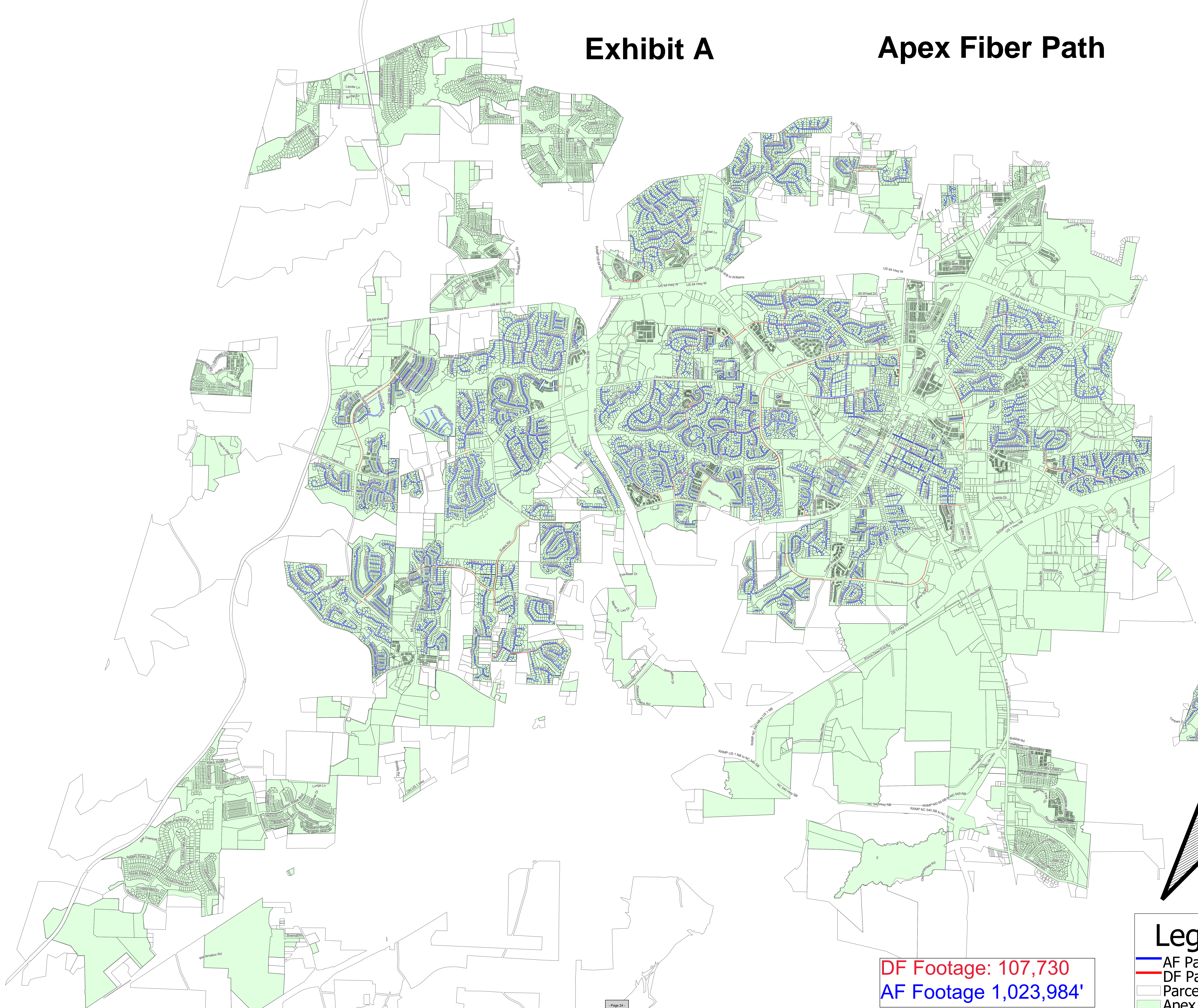
(Seal)

My Commission Expires: _____



Exhibit A

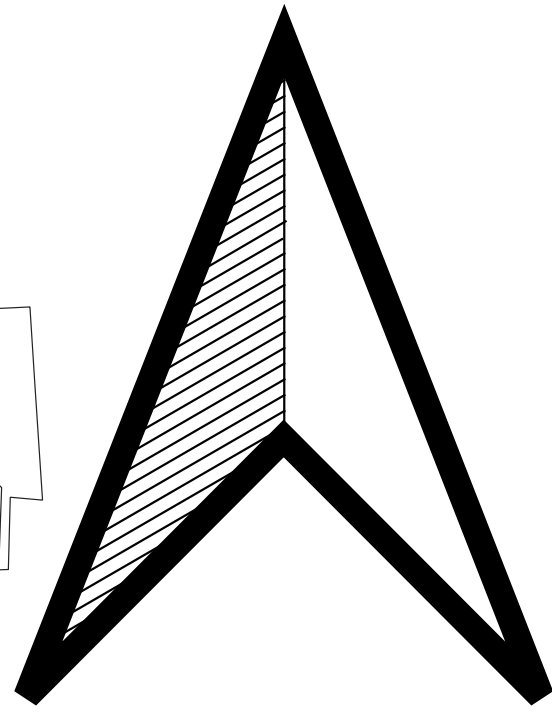
Apex Fiber Path



DF Footage: 107,730
AF Footage 1,023,984'

Legend

- AF Path (Blue line)
- DF Path (Red line)
- Parcels (Thin black line)
- Apex City Limits (Light green fill)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owner Edwards Pond, LLC to install a concrete driveway that will encroach 157 S.F. onto the Town's 20' Public Drainage Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Edwards Pond, LLC (Grantee) for the property described as a residential lot known as Wake County PIN #0742-22-2352, Book of Maps 2021, Pages 01407, lot is also known as 1301 Edwards Pond Court, Apex, NC 27502. Grantee wishes to install certain improvements, more particularly described as a concrete driveway that will encroach 157 S.F. onto the Town's 20' Public Drainage Easement

Attachments

- Encroachment Agreement
- Exhibit A



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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2021, by and between Edwards Pond, LLC hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0742-22-2352** by the Wake County Revenue Department and more particularly described as **Lot 7** of the subdivision known as **Edwards Pond** as shown on that certain plat recorded in **Book of Maps 2021, Page 01407**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **1301 Edwards Pond Court, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot.**"

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

WHEREAS, Grantee wishes to install certain improvements more particularly described as a concrete driveway that will encroach 157 SF onto the **Public Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

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

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

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

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

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

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

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

To Grantee: Edwards Pond, LLC
1617 Center Street
Apex, NC 27502

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

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Drainage Easement**.

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

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement assumption of said obligations by an incorporated property or condominium owners association for **Edwards Pond**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee obligations possesses adequate financial resources and ownership interest, and Grantee delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee duties set forth in this Encroachment Agreement.

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

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

GRANTEE

Edwards Pond, LLC

By: [Signature] (SEAL)
William P. Cotton
Managing Member

NORTH CAROLINA

COUNTY OF Wake [county in which acknowledgement taken]

I, Sandra Sheckells, a Notary Public of Wake County, North Carolina, certify that William P. Cotton, personally appeared before me this day and acknowledged that he is a Managing Member for Edwards Pond, LLC, Grantee herein, and that by authority duly given as Managing Member for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 8 day of Oct, 2021.

[Signature]
[Signature of Notary Public]

(Affix Notarial Stamp-Seal)

My Commission Expires: 9-4-26



TOWN OF APEX

Catherine Crosby
Town Manager

(Corporate Seal)

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

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

Witness my hand and official stamp or seal, this _____ day of _____, 2021.

[Signature of Notary Public]

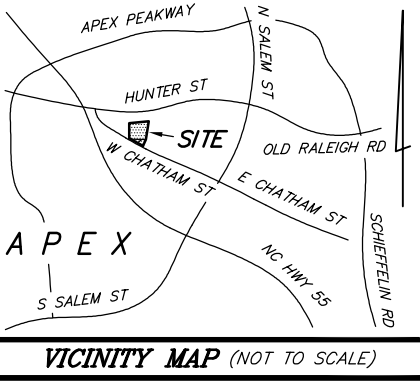
(Seal)

My Commission Expires: _____

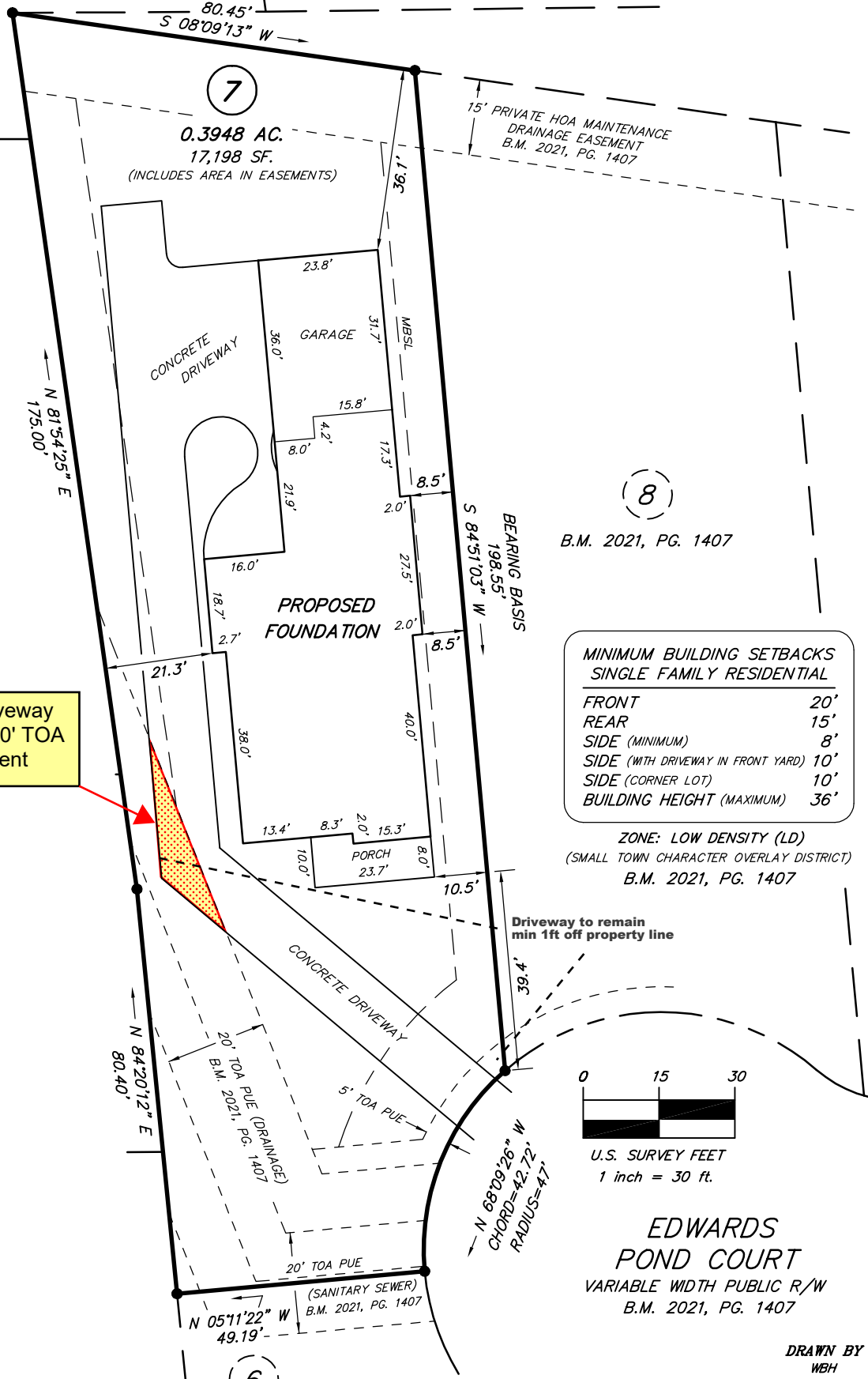
EXHIBIT A

1301 EDWARDS POND COURT

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



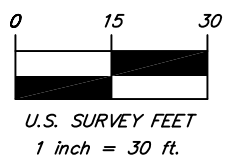
MAP NORTH
B.M. 2021, PG. 1407



157 SF of Concrete Driveway will encroach onto the 20' TOA Public Drainage Easement

MINIMUM BUILDING SETBACKS SINGLE FAMILY RESIDENTIAL	
FRONT	20'
REAR	15'
SIDE (MINIMUM)	8'
SIDE (WITH DRIVEWAY IN FRONT YARD)	10'
SIDE (CORNER LOT)	10'
BUILDING HEIGHT (MAXIMUM)	36'

ZONE: LOW DENSITY (LD)
(SMALL TOWN CHARACTER OVERLAY DISTRICT)
B.M. 2021, PG. 1407



EDWARDS POND COURT
VARIABLE WIDTH PUBLIC R/W
B.M. 2021, PG. 1407

DRAWN BY
WBH

PLOT PLAN FOR
COTTON CUSTOM HOMES, INC.
TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, N.C.

**Smith & Smith,
Surveyors, P.A.**

DATE AUGUST 11, 2021
SCALE 1" = 30'
PIN A PORTION OF 0742-22-1144
PROJ. No. 2021-64

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

Requested Motion

Motion to approve an encroachment agreement between the Town and property owner Lennar Carolinas, LLC to install a concrete driveway that will encroach 7 S.F. onto the Town's 39 S.F. Public Drainage Easement and authorize the Town Manager to execute the same.

Approval Recommended?

Yes

Item Details

The proposed Encroachment Agreement is between the Town and property owner Lennar Carolinas, LLC (Grantee) for the property described as a residential lot known as Wake County PIN #0722-33-4716, Book of Maps 2021, Pages 01130-01131, lot is also known as 1182 Herb Garden Way, Apex, NC 27523. Grantee wishes to install certain improvements, more particularly described as a concrete driveway that will encroach 7 S.F. onto the Town's new 39 S.F. Public Drainage Easement

Attachments

- Encroachment Agreement
- Exhibit A



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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2021, by and between Lennar Carolinas, LLC hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0722-33-4716** by the Wake County Revenue Department and more particularly described as **Lot 322** of the subdivision known as **Smith Farm Phase 3B** as shown on that certain plat recorded in **Book of Maps 2021, Pages 01130-01131 (Sheets 5 & 6 of 9)**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **1182 Herb Garden Way, Apex, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot.**"

WHEREAS, the Town is the owner of a **New PDE – 39 SF** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Drainage Easement.**"

WHEREAS, Grantee wishes to install certain improvements more particularly described as a concrete driveway that will encroach 7 SF into the **Public Drainage Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

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

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

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

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

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

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

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

To Grantee: Lennar Carolinas, LLC
1100 Perimeter Park Dr. Suite 112
Morrisville, NC 27560

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

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Drainage Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Drainage Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Drainage Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Drainage Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Drainage Easement**.

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

12. Grantee, during the life of this Encroachment Agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantee and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement assumption of said obligations by an incorporated property or condominium owners association for **Smith Farm, Phase 3B**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee obligations possesses adequate financial resources and ownership interest, and Grantee delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee duties set forth in this Encroachment Agreement.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

GRANTEE

Lennar Carolinas, LLC

By: [Signature] (SEAL)
Troy George
Vice President

NORTH CAROLINA
COUNTY OF Wake [county in which acknowledgement taken]

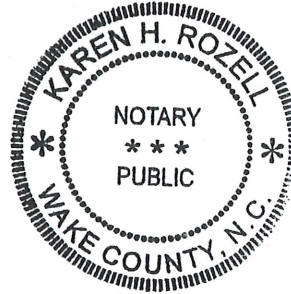
I, Karen H Rozell, a Notary Public of Wake County, North Carolina, certify that Troy George, personally appeared before me this day and acknowledged that he is the Vice President for Lennar Carolinas, LLC Grantee herein, and that by authority duly given as Vice President for the company, the foregoing instrument was signed and sealed by him on behalf of the company and acknowledged said writing to be the act and deed of said company.

Witness my hand and official stamp or seal, this 1st day of October, 2021.

[Signature]
[Signature of Notary Public]
Karen H Rozell

(Affix Notarial Stamp-Seal)

My Commission Expires: 4-17-2025



TOWN OF APEX

Catherine Crosby Town Manager

(Corporate Seal)

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

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

Witness my hand and official stamp or seal, this _____ day of _____, 2021.

[Signature of Notary Public]

(Seal)

My Commission Expires: _____

EXHIBIT A



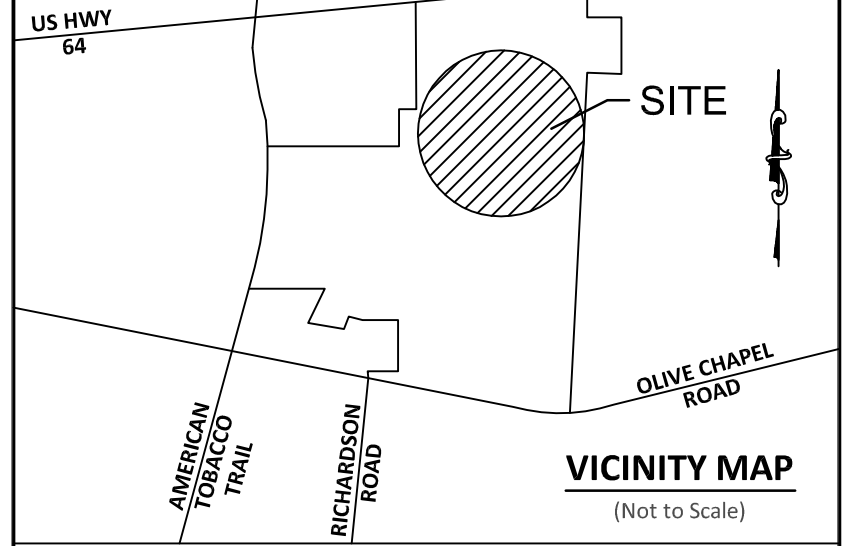
Bateman Civil Survey Company

Engineers • Surveyors • Planners

2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081

www.batemancivilsurvey.com info@batemancivilsurvey.com

NCBELS Firm No. C-2378



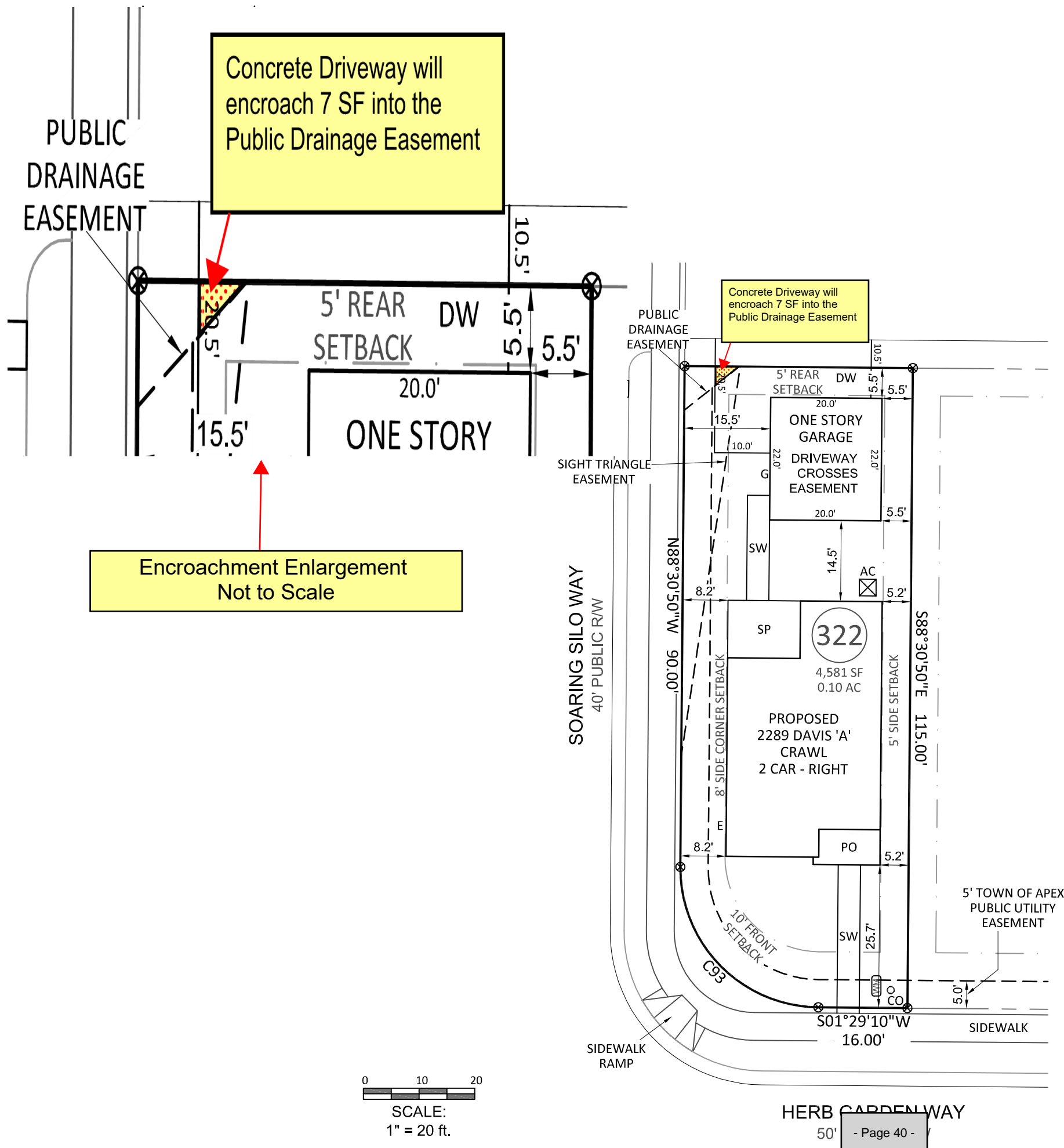
NOTE:
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

SMITH FARM - PHASE 3B - LOT 322

1182 HERB GARDEN WAY, APEX, NC
WHITE OAK TWP., WAKE COUNTY

DATE: 8/10/21 DRAWN BY: MJA CHECKED BY: SPC

REFERENCE: BM2021, PGS.1126-1134 BCS# 180293 SCALE: 1" = 20'



P:\2018 Projects\180293 Smith Farm PH 2 and 3\dwg\180293 Smith Farm 3 B.dwg, 8/11/2021 12:01:14 PM, CurePDF Writer

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

Requested Motion

Motion to appoint Audra Killingsworth, Town Council Member, Tina Sherman, Town Planning Board Member, Philip J. Welch, Jr., Rhett Fussell, Valeria Cesanelli, Paul Kane, Seth Friedman, Jacob Rogers and Martha L. Rodgers to the Housing Advisory Board.

Approval Recommended?

Yes

Item Details

The Town Council adopted an Affordable Housing Plan (AHP) on February 1, 2021. The AHP outlines the Town's vision, goals, programs, policies and recommendations to be carried out over the next several years. One of the highest priority near-term recommendations identified in the AHP is the establishment of a Housing Advisory Board (HAB). As a result, Town Council adopted an Ordinance on September 14, 2021 to establish the HAB. The final step in the formation of the HAB is for the Mayor to recommend and Town Council to appoint the nine (9) members.

Attachments

- Staff report



STAFF REPORT

Housing Advisory Board Appointments

October 26, 2021 Town Council Meeting



The Town Council adopted an Affordable Housing Plan (AHP) on February 1, 2021. The AHP outlines the Town's vision, goals, programs, policies and recommendations to be carried out over the next several years. One of the highest priority near-term recommendations identified in the AHP is the establishment of a Housing Advisory Board (HAB). As a result, Town Council adopted an Ordinance on September 14, 2021 to establish the HAB. The HAB will have the following powers and duties under the provision of the Ordinance:

1. Recommend to the Mayor and Town Council, policies and funding recommendations related to affordable housing;
2. Advise the Mayor, Town Council, and Planning Board on housing advocacy efforts related to affordable housing; and
3. Assist in the creation of the housing annual report.

The following nine (9) members are recommended for appointment along with their initial membership terms to the HAB.

1. Appointee – Audra Killingsworth, Town Council Member, non-voting member, membership service will begin on October 26, 2021 and end on October 26, 2022
2. Appointee – Tina Sherman, Planning Board Member, non-voting member, membership service will begin on October 26, 2021 and end on October 26, 2022
3. Appointee – Philip J. Welch Jr., Chair, voting member, membership service will begin on October 26, 2021 and end on October 26, 2024
4. Appointee – Rhett Fussell, Vice-Chair, voting member, membership service will begin on October 26, 2021 and end on October 26, 2024
5. Appointee – Valeria Cesanelli, voting member, membership service will begin on October 26, 2021 and end on October 26, 2024
6. Appointee – Paul Kane, voting member, membership service will begin on October 26, 2021 and end on October 26, 2023
7. Appointee – Seth Friedman, voting member, membership service will begin on October 26, 2021 and end on October 26, 2023
8. Appointee – Jacob Rogers, voting member, membership service will begin on October 26, 2021 and end on October 26, 2023
9. Appointee – Martha L. Rodgers, voting member, membership service will begin on October 26, 2021 and end on October 26, 2024

Since the adoption of the Ordinance on September 14, 2021, staff has solicited the public and stakeholders through various platforms including the Town's website, social media, publicinput.com, regional meetings, community meetings and neighborhood meetings. Although interest forms will continue to be collected on a rolling basis, the deadline of October 6, 2021 was established to be considered for the initial establishment of the HAB. As a result, a total of forty-seven (47) interest forms were received by the deadline. The final step in the formation of the HAB is for the Mayor to recommend and Town Council to appoint the nine (9) members.

Staff Recommendation:

Planning staff recommends the appointment of nine (9) members to establish the HAB which is consistent with the Town Council adopted AHP and Ordinance.

Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name

Philip J Welch, Jr

Preferred First Name

Phil

Address

1471 Big Leaf Loop, APEX, North Carolina 27502

Do you live within the Apex town limits?

Yes

Email**Mobile Phone****Alternate Phone (work/home)****Current Employer**

Retired

Current Job Title**Tell us why you would like to serve?**

My wife Maria and I searched for several years before deciding that Apex, NC, was the place where we wanted to retire. In the 4+ years we've lived here, we've come to love this town and the amazing diversity of people and cultural opportunities here. While volunteering on the Affordable Housing Plan Steering Committee, I realized that the Housing Advisory Board might be one way I could continue to serve Apex and help to find ways that we could work together to ensure that it will continue to be "The Peak of Good Living" for all those who live here, and aspire to live here.

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

MA, Urban Studies, Loyola University, Chicago

Volunteer and Board Member of Family Promise of Monmouth County (NJ), 2001-2005, 2011-2015

Participant in planning for redevelopment of Fort Monmouth, NJ, 2005-2010

Co-Chair of Advocacy Team, organized under auspices of Housing & Community Development Network of NJ, 2005-2010

Construction volunteer, Habitat for Humanity in Monmouth County, 2005-2016, Habitat-Wake, 2017-present

Member of Habitat-Wake Advocacy Committee, 2019-present

Member of Western Regional Affordable Housing Action Group (Wake County, NC), 2019-present

Member of the Peak Church (Apex, NC) Leadership Board, 2020-present

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

Apex Affordable Housing Plan Steering Committee, 2020

Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name
rhett fussell

Preferred First Name
Rhett

Address
711 Hinsdale St, RALEIGH, North Carolina 27605

Do you live within the Apex town limits?
No

Email

Mobile Phone

Alternate Phone (work/home)

Current Employer
Raleigh Area Land Trust

Current Job Title
Interim Director

Tell us why you would like to serve?

I believe that helping people build wealth and equity can change the communities we live in. The land trust protects the long term affordability of land for towns/cities and we could serve in a capacity to protect the town of Apex's investments. I also have built strong relationships with wake county housing staff and understand the potential partnering that could occur.

We need to think differently about our investments in community and how the town leverages the funds/land they have available and I'm willing to do that!

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

I have been a transportation engineer for over 20 years. This transportation connection is important as it relates to housing so I'll be able to speak to both issues and bring a different lens.

I'm a fantastic speaker and can relate easily to citizens and public officials to make things easy to understand. That is important when discussing housing and transportation.

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

NA

Powered by Cognito Forms

Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name

Valeria Cesanelli

Preferred First Name**Address**

431 magdala place, Apex, North Carolina 27502

Do you live within the Apex town limits?

Yes

Email**Mobile Phone****Alternate Phone (work/home)****Current Employer**

Morgan & Cesar Law

Current Job Title

Managing attorney, partner , owner

Tell us why you would like to serve?

As a practicing attorney serving the Latino community , I am in becoming involved in the urban makeup of our community . I have been living in Apex for over 17 years now and I would like to see it becoming more welcoming of minorities. At the same time, I am a parent of three children who were raised in Apex. I want them to be proud of everything in their town has to offer from amenities, to environment bustling business community.

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

Attorney at Law, Carolina Law graduate, 2012

Masters in Sociology , 1997

Vast experience with quantitative and qualitative research , managing a wide array of resources.

Community advocate, adept at presenting in big and small diverse crowds.

Fully bilingual English / Spanish.

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

Although I have not yet served in any of the town groups , I have served and I am serving in several community organizations such as El Centro Hispano and The Compass Center. I am also a contract attorney for the Mexican Consulate on Raleigh. I regularly volunteer with the Latino community .

Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name
Paul Kane

Preferred First Name
Paul

Address
5580 Centerview Dr., Suite 115, Raleigh, North Carolina 27606-3390

Do you live within the Apex town limits?
No

Email

Mobile Phone

Alternate Phone (work/home)

Current Employer

Home Builders Association of Raleigh-Wake County

Current Job Title

Executive Vice President/CEO

Tell us why you would like to serve?

Affordable housing is one of the most important issues for the entire Triangle. I am not only an industry expert in construction, but am a resident of Wake County. I would like to see my own children be able to afford to live here some day. I have been very involved in this dialog for several years and would like to be at the table as Apex develops a strategy.

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

Before moving to North Carolina, I practiced law in Oklahoma for 14 years. My legal background allows me to dig into legal documents in ways that many prefer not to. Also, I have served as the executive of home builder associations for 15 years, so I understand the many factors involved in growth, development and affordability.

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

I served as co-chair of the Raleigh Affordable Housing Bond Advisory Committee and have retained that role in the continuing Executive Advisory Committee for the Housing Bond.

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Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name

Seth Friedman

Preferred First Name

Seth

Address

513 Branch St., Raleigh, North Carolina 27601

Do you live within the Apex town limits?

Yes

Email**Mobile Phone****Alternate Phone (work/home)****Current Employer**

Passage Home

Current Job Title

CEO

Tell us why you would like to serve?

As Wake County's anti-poverty agency, it is important to have a voice in these important anti-poverty efforts.

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

CEO of an affordable housing development company and social service provider.

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

Currently serving on the City of Raleigh Housing Bond Advisory Board.

Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name

Jacob Rogers

Preferred First Name**Address**

8801 Fast Park Drive, Suite 117, Raleigh, North Carolina 27617

Do you live within the Apex town limits?

No

Email**Mobile Phone****Alternate Phone (work/home)****Current Employer**

Triangle Community Coalition

Current Job Title

CEO

Tell us why you would like to serve?

I specialize in housing policy in North Carolina and the Triangle. As a representative of the real estate development community in the Triangle, I bring forward a different perspective.

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

I have served on the Wake County Affordable Housing Steering Committee and the Apex Affordable Housing Steering Committee. I represent the larger development community in the Triangle as CEO of the Triangle Community Coalition. I have developed subsidized housing in Alabama, Georgia, Michigan, South Carolina, and North Carolina in my tenure with Southeast Non-Profit Housing. I have experience in policy and the real-world development of housing.

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

I served on the Apex Affordable Housing Steering Committee.

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Advisory Board Interest Form - Housing Advisory Board

Original Submittal

Legal Name

Martha L Rodgers

Preferred First Name

Molly

Address

1008 Oakgate Ct, Apex, North Carolina 27503

Do you live within the Apex town limits?

Yes

Email**Mobile Phone****Alternate Phone (work/home)****Current Employer**

Retired from NC Housing Finance Agency

Current Job Title**Tell us why you would like to serve?**

Affordable housing has been an interest of mine since I worked in Community Action as a HUD Section 8 Housing rep and was a HUD certified housing counselor. I later worked for 11 years at the NC Housing Finance Agency. Affordable housing in our town is vital to ensure a vibrant, diverse community. I'm concerned that living in Apex will soon be unattainable for many.

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

I do have a history of working in affordable housing and have an understanding of tax credits. My MS degree is in Human Resource Management. I'm retired now so I have time to serve.

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

I was a member of the steering team that developed the Affordable Housing Plan for Apex.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

Requested Motion

Motion to set a Public Hearing concerning the proposed amendments to Article III of Chapter 12 to add a Stormwater Utility Ordinance for Tuesday, November 9, 2021 at 6:00 p.m.

Approval Recommended?

Yes

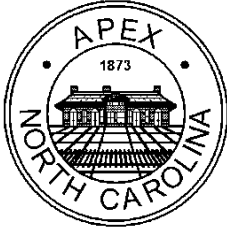
Item Details

The Town is required to hold a public hearing to receive comments regarding the proposed stormwater utility ordinance, pursuant to NCGS 160A-314.

Attachments

- Stormwater Utility Ordinance Public Notice
- Stormwater Utility Ordinance





TOWN OF APEX
OFFICE OF THE TOWN CLERK

PO Box 250, Apex, North Carolina 27502
Phone (919) 249-3303 Fax (919) 249-3305
E-mail: donna.hosch@apexnc.org

PUBLIC NOTICE

Town of Apex Stormwater Utility Ordinance

The public will take notice that the Apex Town Council will hold a Public Hearing concerning the proposed new Stormwater Utility Ordinance on Tuesday, November 9, 2021 at 6:00 p.m. The purpose of the Public Hearing is to consider the new Stormwater Utility Ordinance effective January 1, 2022. The Town Council is seeking input from the public in regard to the ordinance.

You may attend the meeting through the Town's YouTube livestream at:

<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may provide comments no sooner than Friday, October 29, 2021 at noon but no later than noon on Monday, November 8, 2021 by email (public.hearing@apexnc.org, *350-word limit*) or by voicemail (919-362-7300, *3-minute limit*) according to the Remote Participation Policy at:

<http://www.apexnc.org/DocumentCenter/View/31397/>. You must provide your name and address for the record. These comments will be read during the Public Hearing.

If the Council meeting is held with at least one member attending virtually, written comments on the subject of the public hearing may be submitted between publication of this notice and 24 hours before the public hearing (Monday, November 8, 2021 at 6:00 p.m.).

Donna B. Hosch, Town Clerk

**TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2021-1026-36**

**AN ORDINANCE TO AMEND ARTICLE III OF CHAPTER 12 OF APEX TOWN
CODE**

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

Section 1. That Article III of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with additions shown by underlined text:

DIVISION 7. - STORMWATER UTILITY

Sec. 12-110. - Findings.

- (a) Stormwater poses a threat to the public health, safety, and welfare because it floods properties, erodes watercourses and channels, and pollutes streams and rivers.
- (b) By mapping, planning, constructing, operating, cleaning, regulating and maintaining stormwater management facilities, the Town of Apex (Town) reduces the adverse effects of stormwater and improves the quality of groundwater, streams, rivers, and lakes in and around the Town.
- (c) Providing a stable source of funding for stormwater services, as hereafter defined, can best be accomplished through the creation of a stormwater utility fund. Such a utility will benefit owners and occupants of developed land in the Town.
- (d) The amount of impervious surface on a property is the single most important factor affecting the peak rate of runoff, the total volume discharged, and pollutant loadings of stormwater that flows from property. It is equitable to fund a stormwater utility through a system in which service charges are based on the amount of impervious surface on developed land.

Sec. 12-111. - Definitions applicable to this Division.

All definitions as used in this division, unless the context clearly indicates otherwise, shall have the meaning given herein.

Customer or consumer means the person or entity to which a bill for stormwater service charges is sent. This may include the owner, occupant, or tenant of property, a homeowners' association with responsibility for property or for common areas associated with property, or a person or entity who has requested in writing to be billed for stormwater service charges for a property.

Developed land means property that contains impervious surfaces, and includes improved land without structures and land on which improvements are under construction, with the exception of public Right-of-Way (ROW).

Equivalent Residential Unit (ERU) is 2,700 square feet of impervious surface, which is the average amount of impervious surface on a single-family detached property in the Town (based on GIS analysis).

Impervious surface means any surface which, because of its composition or compacted nature, impedes or prevents natural infiltration of water into the soil, including, but not limited to, sidewalks, driveways, rooftops, parking lots, patios, and compacted gravel surfaces not meeting the definition of pervious per North Carolina G.S. 143-214.7(b2). Wooden slatted decks and water surfaces of ponds, streams and swimming pools are not considered to be impervious surfaces.

Other residential and nonresidential land means any developed land not fitting the definition of a residential unit. It includes, but is not limited to, land upon which there are residential structures that contain more than two units, such as townhouses, condominiums, apartments, churches; institutional buildings, whether public or private; commercial, office, and industrial buildings; parking lots, and land containing improvements under construction or impervious surfaces that are not structures, with the exception of public ROW.

Property owner or owner means the owner of a parcel of land as shown on the county tax records.

Residential unit means a detached single-family house or a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.

Stormwater means the runoff from precipitation that travels over natural or developed surfaces to the nearest stream, other conduit, or impoundment and appears in lakes, rivers, ponds, or other bodies of water.

Stormwater management system means the system of natural and constructed conveyances for collecting and transporting or treating stormwater. It includes, but is not limited to, structural drainage systems such as open swales and ditches, catch basins, pipes, inlets, storm sewers, drains, culverts, junction boxes, and other stormwater management facilities that affect the quality and quantity of stormwater located within public ROW and permanent storm drainage easements conveyed to and accepted by the Town, and all natural stormwater drainage systems.

Stormwater services means Town stormwater management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater and Town service of structural and natural stormwater and drainage systems of all types. Stormwater services include any cost necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations and rules, and costs related to the construction, operation, maintenance, inspection, management and regulation of the stormwater management system.

Stormwater utility funds mean the stormwater management service charges and the interest generated by those charges.

Sec. 12-112. - Creation of stormwater account; activities of the Water Resources department.

Stormwater service charges and interest generated by such charges shall be placed in a separate Town account and shall be used by the Town solely for the operational costs, maintenance costs, indirect costs, capital improvements, debt principal and debt service, and establishment of a reserve fund for stormwater services. The Town may use funds that are not stormwater utility funds to provide stormwater services.

Sec. 12-113. - Stormwater service charges.

- (a) All developed land in the Town, whether public or private, shall be subject to a stormwater service charge set by the Town council. Exemptions shall not be allowed based on age, tax exemption, or other status of an individual or organization.
- (b) For property owners and/or customers that receive a water, sewer, or other service fee bill from the Town, the stormwater service fees, charges, and penalties will be added to that bill. Stormwater service charges that are shown on this combined utility bill may be for a different service period than that used for electric, water and/or sewer service, and garbage and recycling service.
- (c) Property owners and/or customers that own or occupy improved residential properties such as apartments and condominium developments and other similar properties containing impervious surface in common ownership shall be charged as a non-residential customer. The total impervious surface of all commonly owned property within the development shall also be charged under the non-residential rate and shall be billed to the property owner.
- (d) Stormwater service fees, charges, and penalties for properties that do not receive a bill for Town services other than stormwater service fees shall be sent to the record property owner according to the county tax records.
- (e) Computation of stormwater management service charges.
 - a. For non-residential property owners, the monthly stormwater service charge is calculated by dividing the total impervious surface area of the property by one ERU. The result is then multiplied by the established monthly single-family rate as fixed by Town Council resolution.
- (f) The following exemptions from stormwater management service fees are allowed:
 - a. Undeveloped land.

- b. Improved public ROW and greenways.
- c. Developed land with less than 400 square feet of impervious surface.
- d. Railroad ROW currently in use. However, railroad stations, maintenance buildings or other developed land shall not be exempted from stormwater services fees, charges, or penalties.
- e. Properties and facilities owned and operated by the Town.
- f. Airport runways and taxiways, provided that the savings realized from this exemption are used for attracting business to the airport.

Sec. 12-114. - Payment provisions, utility termination.

- (a) Where stormwater service charges appear on a combined utility bill, and a customer does not pay the service charges for all the utilities on the bill, the partial payment will be applied to the respective service charges in the following order: delinquent stormwater charges; delinquent water and/or sewer charges; capital facilities fees; current stormwater charges; current water and/or sewer charges.
- (b) Stormwater service charges are due within the time period stated on the bill. Bills not paid within this time shall be charged a late fee as set forth in the Town Council adopted schedule of charges.
- (c) Where a property receives electric, water and/or sewer service, if stormwater service charges for that property are not paid, electric, water and/or sewer service to that property may be terminated, whether or not the stormwater charges were included on a combined utility bill. Termination will be handled in accordance with standard operation provisions of the Town.
- (d) No property for which stormwater service charges are outstanding is entitled to receive electric, water and/or sewer service until the outstanding stormwater service charge on that property is paid. No customer with a delinquent stormwater service account is entitled to open a utility account at the same or different location until the delinquency has been satisfied.
- (e) If property is incorrectly billed, or not billed, or a bill is sent to the wrong party, the Town may backbill a property for up to a three-year period.
- (f) Customers with complaints about the accuracy of stormwater service charges are entitled to a review as provided in section 12-115. No charge will be adjusted unless the complaining customer has filed a written complaint with the Town within one year of the date the Town first sent the customer notice of the charge.

Sec. 12-115. - Appeal.

Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

- (a) An appeal must be filed in writing with the Water Resources director. At the discretion of the director, the appeal may be required to include a survey prepared by a registered land surveyor and such other information that show the total property area, the impervious surface area, and any other features or conditions which influence the hydrologic response of the property to the stormwater events.
- (b) Using the information provided, the Water Resources director shall conduct a technical review pursuant to good engineering practices. The director may adjust the stormwater service management charge so long as the adjustment is in conformance with the general purpose and intent of this chapter. At the conclusion of the review, the director shall issue a written determination stating whether an adjustment to the stormwater service management charge is appropriate, and if so, the percentage of such adjustment. Any approved adjustments must be communicated in writing to the appropriate utility billing staff.
- (c) An appeal may be taken from any decision of the Water Resources director which is adverse to the customer by giving notice of appeal to the Town Manager within thirty (30) days after service of the Water Resources director written decision on the customer. Notice of appeal shall be given by the customer by delivery of a written statement to the Town Manager stating the grounds for the appeal and providing the Town Manager with a copy of the written decision of the Water Resources director. The Water Resources director shall transmit to the Town Manager and the customer all documents constituting the record upon which the Water Resources director's decision was made.
- (d) All decisions of the Water Resources director and Town Manager shall be served on the customer personally or by registered or certified mail. Mailing shall be based upon the billing address of the customer.
- (e) Following the decision of the Town Manager, the customer may make an appeal to the Board of Adjustment (BOA). The BOA shall fix a reasonable time for the hearing of an appeal, shall give due notice of such hearing to the customer and the manager, and shall render its decision within a reasonable time.
- (f) When an appeal is from a decision authorizing an adjustment to the customer's bill, the Water Resources director's decision shall remain in effect until and unless reversed or otherwise modified.

No adjustment to a customer's bill shall be made which is for more than the three-year period immediately preceding the date that the customer's request is first received by the Town.

Sec. 12-116. - Limitations of Responsibility.

- (a) The Town shall be responsible only for portions of the drainage system which are in Town maintained ROW and permanent storm drainage easements conveyed to and accepted by the Town. Repairs and improvements to the drainage system shall be in accordance with established standards, policies, and schedules.
- (b) The Town's acquisition of permanent storm drainage easements and/or the construction or repair by the Town of stormwater control measures and drainage facilities does not constitute a warranty against stormwater hazards including but not limited to flooding, erosion, or standing water.

Sec. 12-117. - Severability.

If any section, subsection, paragraph, or clause of this article is held to be invalid or unenforceable, all other sections, subsections, paragraphs, and clauses shall nevertheless continue in full force and remain in effect. In addition, if the Town's use of funds for any portion of its stormwater program is held invalid, all other funded portions of the program shall continue in full force and remain in effect.

Section 2. That Article IV of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with deletions shown by strikethrough text and additions shown by underlined text:

ARTICLE IV. – SOLID WASTE DISPOSAL

Sec. 12-~~118~~110. Definition of garbage.

Sec. 12-~~119~~111. Prompt removal of garbage.

Sec. 12-~~120~~112. Garbage container specifications.

Sec. 12-~~121~~113. Wet garbage.

Sec. 12-~~122~~114. Deposit of garbage in public places and on private property.

Sec. 12-~~123~~115. Transportation of garbage by private persons.

Sec. 12-~~124~~116. Collection—Schedule.

Sec. 12-~~125~~117. Same—Regulations.

Sec. 12-~~126~~118. Building materials; tree and lawn trimmings.

Sec. 12-~~127~~119. Burning of leaves and related items.

Sec. 12-~~128~~120. Removal of dead animals.

Sec. 12-~~129~~121. Provision for the aged, handicapped, and disabled.

Sec. 12-~~130~~122. Dumpsters—Use generally.

Sec. 12-~~131~~123. Same—Unauthorized use.

Sec. 12-~~132~~124. Garbage fee.

Section 3. That Article V of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with deletions shown by strikethrough text and additions shown by underlined text:

ARTICLE V. – YARD WASTE COLLECTION

Sec. 12-~~133~~125. Purpose.

Sec. 12-~~134~~126. Definitions.

Sec. 12-~~135~~127. Administration and enforcement.

Sec. 12-~~136~~128. Pre-collection practices.

Sec. 12-~~137~~~~129~~. Limitations on service.

Sec. 12-~~138~~~~130~~. Disposal of yard waste.

Sec. 12-~~139~~~~131~~. Right of entry.

Sec. 12-~~140~~~~132~~. Conflicts with other ordinances.

Sec. 12-~~141~~~~133~~. Severability.

Secs. 12-~~142~~~~134~~—12-155. Reserved.

Section 4. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 5. **Severability, Conflict of Laws.** If this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. **Effective Date.** This Ordinance shall be effective January 1, 2022.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX, NORTH CAROLINA

Donna B. Hosch, MMC, NCCMC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator & Captain
Ann Stephens

Department(s): Economic Development and Apex Police Department

Requested Motion

Motion to approve the Town Sponsored Event request for the Town of Apex to host Apex Night Out on Saturday, November 6, 2021 at The Depot Parking Lot, Plaza and Seaboard St.

Approval Recommended?

Yes

Item Details

Apex Night Out - Saturday, November 6, 3pm-7pm - (The Depot Plaza, Parking Lot and Seaboard St.) Apex Night Out is our version of National Night Out. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

This Town sponsored special event request includes such services as Police, Public Works, and Electric. These events include closure of the Depot Parking Lot, Plaza and portion of Seaboard St.

Attachments

- Sponsored Special Event Application Cover Sheet





Town of Apex 2021 Sponsored Special Event Applications

Event Name: Apex Night Out

Event Date & Time:

- Saturday, November 6, 2021 (3pm-7pm)

Roads & Parking Closed Date & Time:

- The Depot Parking Lot & Plaza - from 8:00 AM to 11:00 PM
- Seaboard Street from (N. Salem to Caboose) - from 5:00 PM to 11:00 PM

Rain Date: NA

Event Organizer: Town of Apex

2021 Sponsorship Request: Depot Parking Lot

2021 Estimated Town of Apex Cost: NA

Event Description: Apex Night Out is our version of National Night Out. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

Questions to Consider: None

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Donna B. Hosch, Town Clerk & Tesa Silver, Deputy Town Clerk

Department(s): Office of the Town Clerk

Requested Motion

Motion to approve Minutes of the October 6, 2021 Special Council Meeting and the October 12, 2021 Regular Council Meeting

Approval Recommended?

Yes

Item Details

N/A

Attachments

- 10.6.21 Special Meeting Minutes
- 10.12.21 Regular Meeting Minutes





VIRTUAL SPECIAL TOWN COUNCIL MEETING

October 06, 2021 at 5:30 PM
Council Chambers - Apex Town Hall, 73 Hunter Street

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

In attendance were, Mayor Jacques K. Gilbert, Council Members Brett D. Gantt, Terry Mahaffey, and Cheryl F. Stallings. Also in attendance were Assistant Town Managers Shawn Purvis and Marty Stone, Deputy Town Clerk Tesa Silver, and Assistant Town Attorney Brian Meyer. Absent were: Mayor Pro Tem Nicole L. Dozier and Council Member Killingsworth.

COMMENCEMENT

Mayor Gilbert called the meeting to order and roll called attendance.

NEW BUSINESS

NB1 Colleen Merays, Downtown and Small Business Coordinator

Ordinance amendments regarding alcohol consumption in the Downtown Parklet

Staff stated that based on direction from Council and new legislation from the State, they redesigned the proposal for the Parking to Dining program in downtown Apex. The new design adds four parklets on Salem Street and the parklets would be used by Fresh Local Ice Cream, Provincial, Anna's Pizzeria, La Rancherita, and Mission Market.

Staff stated that the three businesses that have ABC licensing intend to apply for the extension with the ALE to receive permission to serve alcohol in the parklet. Staff explained that before a business can make this type of request to the ALE, the town must adopt an ordinance to grant permission.

Council stated that they were in support of moving forward with the program and the ordinance, and asked staff to verify that no additional burden would be placed on the police department for enforcement.

Council Member Mahaffey made the motion to approve
the parklet designed as presented and the ordinance as presented;

Council Member Stallings seconded.

The motion carried by a 3-0 roll call vote.

ADJOURNMENT

With no further business and with no objection from Council, Mayor Gilbert adjourned the meeting.

Tesa Silver, CMC, Deputy Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor



VIRTUAL REGULAR TOWN COUNCIL MEETING

October 12, 2021 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier
Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey
Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone
Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

In attendance were Mayor Jacques K. Gilbert, Mayor Pro Tem Nicole L. Dozier, and Council Members Audra M. Killingsworth, Brett D. Gantt, Terry Mahaffey, and Cheryl F. Stallings. Also in attendance were Town Manager Catherine Crosby, Assistant Town Managers Shawn Purvis and Marty Stone, Town Clerk Donna B. Hosch, and Deputy Town Attorney Brian Meyer. Absent was Town Attorney Laurie L. Hohe.

COMMENCEMENT

Mayor Gilbert called the meeting to order, roll called attendance, and led the pledge of allegiance.

PRESENTATIONS

PR1 Mayor Jacques K. Gilbert

Presentation of Breast Cancer Awareness Month Proclamation

Council read the proclamation for Breast Cancer Awareness Month.

PR2 Craig Setzer, Director Parks, Recreation, and Cultural Resources and Angela Reincke, Parks Planning Project Manager

Presentation on the status of the Pleasant Park project including images and overview of the current project scope.

Staff provided Council with an update on the Pleasant Park project. Council shared their excitement about the project and thanked staff for all their work on the project.

CONSENT AGENDA

- CN1 Donna Hosch, Town Clerk
Minutes of the September 14, 2021 Regular Council Meeting
- CN2 Tesa Silver, Deputy Town Clerk
Minutes of the September 28, 2021 Regular Council Meeting
- CN3 Donna Hosch, Town Clerk
Apex Tax Report dated 09/04/2021
- CN4 Amanda Bunce, Current Planning Manager
Statement of the Town Council for Rezoning Case #21CZ15 Chapel Ridge Towns PUD, Toll Bros., Inc., petitioner, for the properties located at 1412 Olive Chapel Road; 1400, 1401, 1408, 1409 Barnside Lane; and Barnside Lane right-of-way.
- CN5 Colleen Merays, Downtown & Small Business Development Coordinator
Town Sponsored Event request for the Town of Apex to host a Hispanic Heritage Month Celebration on Saturday, October 16, 2021 at The Depot Parking Lot & Plaza.
- CN6 Vance Holloman, Finance Director
Capital Project Ordinance Amendment No. 2022-2 and Budget Ordinance Amendment No. 7 which will appropriate the proceeds of an installment financing agreement for projects in the General Capital Project Fund and authorize the transfer of public safety reserves funds to the Project Fund for the Public Safety Station No. 36 Project.
- CN7 Colleen Merays, Downtown & Small Business Development Coordinator
Co-Sponsored Event request for Peaktique on Friday, October 22 to Sunday, October 24, 2021.

Mayor Gilbert called for a motion to approve the Consent Agenda.

Council Member Mahaffey made the motion to approve;

Council Member Killingsworth seconded.

The motion carried by a 5-0 roll call vote.

REGULAR MEETING AGENDA

Mayor Gilbert called for a motion to approve the Regular Agenda.

Council Member Gantt made the motion to approve;

Council Member Stallings seconded.
The motion carried by a 5-0 roll call vote.

PUBLIC FORUM

There were no Public Forum comments to be heard.

PUBLIC HEARINGS

PH1 Jenna Shouse, Senior Long Range Planner

Bicycle and Pedestrian System Plan map to change the bicycle and pedestrian facility type along the east side of Laura Duncan Road, north of Old Apex Road, and to add the Swift Creek Greenway.

Staff oriented Council to the amendments regarding the Bicycle and Pedestrian System Plan. The Parks and Recreation Advisory Commission, the Planning Board, and Planning staff recommended approval.

Mayor Gilbert declared the Public Hearing opened. With no comments, Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion.

Council Member Stallings made the motion to approve the amendments;

Council Member Killingsworth seconded.

The motion carried by a 5-0 roll call vote.

PH2 Jenna Shouse, Senior Long Range Planner

Amend the Bicycle and Pedestrian System Plan map to realign a proposed greenway in Apex Jaycee Park, add a proposed grade-separated bicycle/pedestrian crossing of NC 55, and add a proposed side path along the east side of W Williams Street from the proposed greenway to S Salem Street.

Staff oriented Council to the amendments regarding the Bicycle and Pedestrian System Plan. The Parks and Recreation Advisory Commission, the Planning Board and Planning staff recommended approval.

Mayor Gilbert declared the Public Hearing opened. Staff reported that one comment was received from Karen Manganillo. Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion.

Council Member Stallings made the motion to approve the amendments;

Council Member Killingsworth seconded.

The motion carried by a 5-0 roll call vote.

OLD BUSINESS

OB1 Tom Colwell, Public Art Committee Chair

Purchase of the People's Choice Award winner (Uphill Battle by Ethan Morrow) from the Apex Sculpture Walk.

Mr. Colwell requested that Council approve the purchase of the Uphill Battle by Ethan Morrow. The sculpture was selected as the People's Choice Award winner and the estimated cost is \$12,000. Council thanked Mr. Colwell and the Public Art Committee for all their work.

Mayor Gilbert called for a motion.

Mayor Pro Tem Dozier made the motion to purchase Uphill Battle;

Council Member Killingsworth seconded.

The motion carried by a 5-0 roll call vote.

OB2 Tom Colwell, Public Art Committee Chair

Location (brick retaining wall near Apex Police Station) for the previously approved Unity Mural project.

Mr. Colwell stated that the Public Art Committee partnered with a social justice group from Apex High School and the Apex Police Department on the unity mural wall. The committee recommended that the mural be located on a public access wall at the police station, 205 Saunders Street. Mr. Colwell explained the process for creating the wall and provided a timeline for the process.

Mayor Gilbert called for a motion.

Council Member Killingsworth made the motion to approve the location;

Council Member Stallings seconded.

The motion carried by a 5-0 roll call vote.

UNFINISHED BUSINESS

There were no Unfinished Business items to be heard.

NEW BUSINESS

There were no New Business items to be heard.

UPDATES BY TOWN MANAGER

TM1 Catherine Crosby, Town Manager

Town Manager Crosby stated that she had no updates, but that things were going well. She stated that the event for Indigenous Peoples' Day went well and she encouraged citizens to check the town calendar for future events.

CLOSED SESSION

There were no Closed Session items to be heard.

WORK SESSION

WS1 Craig Setzer, Director Parks, Recreation and Cultural Resources; Angela Reincke, Parks Planning Project Manager; from McAdams Company - Shweta Nanekar, Civic Spaces Project Manager; Jenn Beedle, Park Planner; Sonya Shaw, Community Engagement Specialist; Rachel Cotter, Principal in Charge

Presentation from McAdams Company, selected to lead the comprehensive Parks, Recreation, Greenways, and Open Space Master Plan

Shweta Nanekar, Civic Spaces Project Manager, introduced herself, Park Planner Jenn Beedle, Community Engagement Specialist Sonya Shaw, and Principal in Charge Rachel Cotter with the McAdams Company. Ms. Nanekar provided details about the project and the process for the project.

Council engaged in an exercise where they provided input as to their thoughts about parks, recreation, cultural resources, and greenways and how they make the community better, what they

are known for; what would strengthen Parks and Receptions' positive impact on the town; some of the biggest threats or challenges to the identified assets; and what Council responses tell about Parks and Recreation.

ADJOURNMENT

With no further business and with no objections from Council, Mayor Gilbert adjourned the meeting.

Donna B. Hosch, MMC, Town Clerk

Tesa Silver, CMC, Deputy Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Michael Deaton, PE, Director

Department(s): Water Resources

Requested Motion

Motion to approve an Interlocal Agreement (ILA) with the Town of Cary to provide water service to a single family residence located at 5921 Farmpond Road.

Approval Recommended?

Yes

Item Details

The Town does not have an existing waterline in the vicinity of this property (property located along the service boundary line between Apex and Cary). Homeowner is requesting annexation into Apex and has requested water service due to poor well yield. The Town of Cary has an existing waterline that runs along Farmpond Road on the frontage of this property. This ILA will allow the property owner to receive water service via Cary's water system.

Attachments

- 5921 Farmpond Road ILA



COUNTY OF WAKE

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR PROVISION OF WATER SERVICES TO
APEX TO SERVE FARM POND ROAD PROPERTY**

This Interlocal Agreement, dated the __ day of _____, 2021 (“Agreement”) between the Town of Cary (“Cary”) and the Town of Apex (“Apex”), both North Carolina municipal corporations. Cary and Apex are sometimes referred to individually as “Party” and jointly as “Parties.”

RECITALS

WHEREAS, Cary and Apex jointly own and Cary as Lead Agency operates the Cary/Apex Water Treatment Facility pursuant to 2017 Cary/Apex Water Treatment Facility Agreement dated July 1, 2017 (“CAWTF Agreement”); and

WHEREAS, the property owner of 5921 Farmpond Road (“Property Owner”) desires to petition for annexation of the approximately 1.14 acre parcel at 5921 Farmpond Road (the “Property”) into Apex municipal limits for the purpose of connecting to municipal water service; and

WHEREAS, as of the date this Agreement is executed, Apex water infrastructure has not been extended to the area to permit Apex to provide water service to Property, but Cary water infrastructure has been installed adjacent to Property; and

WHEREAS, the Parties agree that the cooperative endeavor described herein will be beneficial to Apex and the Property Owner, and Cary is agreeable, upon the terms and conditions hereinafter set forth, to provide potable water service only to Apex to serve Property, subject to limitations described herein. Cary will not provide wastewater (sewer); and

WHEREAS, CAWTF Agreement provides in Section 3.4 a process for one party to use surplus capacity of the other party (“Surplus Capacity Process”); and

WHEREAS, in lieu of Surplus Capacity Process, the Parties desire to enter into this Agreement; and

WHEREAS, the governing bodies of Cary and Apex have reviewed this Agreement and agree to its terms as fair and equitable; and

WHEREAS, this Agreement is authorized by NCGS §160A-20.1, NCGS §160A-322, and NCGS §160A-460 *et seq.*

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Incorporation of Recitals and Purpose.** The Recitals are true and are incorporated into this Agreement. The purpose of this Agreement is to enable Cary to provide water services to Apex, such that Apex may supply water to Property.

2. **Effective Date; Duration and Term.** This Agreement is conditioned upon and shall become effective (“Effective Date”) upon the date it is properly authorized and executed by the last of Cary and Apex, which date shall be inserted into the first line of this Agreement.. The initial term of this Agreement shall be for twenty-five (25) years from the “Effective Date.”. This Agreement shall thereafter automatically renew for up to five (5) additional one-year terms unless Apex gives notice of termination at least ninety (90) days before the end of the then current term. Upon the termination of this Agreement for any reason, Cary’s provision of water service shall cease and Apex shall itself be responsible for providing potable water service to the Property. The Parties may extend the term of this Agreement to the extent lawfully permitted by a separate written instrument executed by both Parties.

3. **Roles and Responsibilities of Each Party**

A. **Cary’s Role and Responsibility**

- i. **Potable Water Service.** Subject to the conditions herein, Cary agrees to provide potable water service to Apex for Apex to use to serve the Property (“Water Service”). Cary will not provide wastewater (sewer) service.

- ii. **Installation of Service Connection.** Cary will make the connection to the existing water main and provide a service and meter upon payment of development fees and connection fees by Apex.

- iii. **Limits on Water Service.** Cary’s provision of Water Service is contingent upon the Property remaining used as “Residential,” containing one single-family dwelling and appurtenances, and being an Apex water service customer. Provision of Water Service shall be under the same terms, conditions, and limitations as imposed on other Cary residential water service customers, including the need for compliance with Town of Cary ordinances. For example, and without limitation, such ordinances include Town Code Sections 36-80 (“Water Service Provided by Town Includes Only Alternate Outdoor Irrigation”), 36-81 (“Water Shortage Response”), and 36-83 (“Water Waste”), as hereafter may be amended from time to time and such new and additional ordinances as may come into effect from time to time.

B. **Apex’s Role and Responsibility**

- i. Upon payment by Apex to Cary for all development and connection fees and the subsequent setting of the Cary service and meter box, Apex shall install, or cause to be installed, all equipment necessary to provide a connection from Cary's meter box to a separate meter at Property (the "Property Meter") in accordance with standards, specifications, and regulatory requirements of Apex.
- ii. The Property Owner will be established as a customer of Apex and will pay to Apex the customary development fees and connection fees established by Apex for connection of water service. Apex shall pay to Cary the customary development fees and connection fees established by Cary for connection of water service.
- iii. Apex shall be responsible for timely payment to Cary of Water Service costs in accordance with Paragraph 4.
- iv. Apex shall administer Property Owner's Water Service account including invoicing in a manner consistent with its other residential customers, including penalties for late payment or non-payment of Water Service charges. Apex will notify Cary if Water Service is suspended or terminated, or when Apex is aware the Property is no longer used as a single-family residence.
- v. If reasonably requested by Cary, Apex shall execute a Letter of Agreement ("LOA") pursuant to Section 3.4 of CAWTF Agreement, suitable in form to Cary, which LOA shall supersede and terminate this Agreement. If Cary presents an LOA to Apex, and Apex fails to execute the LOA within ninety (90) days of receipt, Apex shall be considered in breach of this Agreement and Cary may terminate Agreement.

4. Payment for Water Service.

- A. Cary shall bill Apex on a monthly basis for Water Service for the volume of water delivered through Cary Meter in accordance with Cary's published Government rate. Apex shall pay Cary all correct billed amounts by the date specified on the bill.
- B. Apex shall be responsible for billing Property in accordance with Apex laws, rules, and regulations.

5. Termination.

- A. This Agreement and the Water Service provided hereunder may be terminated by the mutual agreement of Cary and Apex. This Agreement may be terminated by Apex as provided in Paragraph 2. This Agreement may be terminated by Cary as provided in Paragraph 3 upon Apex's failure to execute a Letter of Agreement suitable in form to Cary.
- B. All obligations that have accrued pursuant to this Agreement prior to the time of a termination shall survive termination.

C. Upon termination of this Agreement for any reason, including termination for breach, Cary shall properly close and abandon the potable water service connection to Apex at the Cary Meter.

6. **Termination for Breach.** Either Cary or Apex may terminate this Agreement by notice to the other Party at any time during the Term or any extension term as follows: if the other Party is in breach of any material obligation hereunder, by causes and reasons within its control, and has not cured such breach within sixty (60) days after notice requesting cure of the breach, provided, however, that if the breach is not capable of being cured within sixty (60) days of such written notice, the Agreement may not be terminated so long as the breaching party commences and is taking commercially reasonable actions to cure such breach as promptly as practicable.
7. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail and electronic mail to the parties at the addresses shown below:

Town of Cary
PO Box 8005
Cary, North Carolina 27512-8005
Attention: Town Manager

With a copy to the Utilities Director

Town of Apex
PO Box 250
Apex, North Carolina 27502-0250
Attention: Town Manager

With a copy to the Water Resources Director

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other parties of the change.

8. **Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the parties.
9. **No Joint Agency and No Personnel.** No joint agency is established by this Agreement. This Agreement authorizes Cary to provide Water Service to Apex on the terms provided herein, but does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations or personnel sharing of any kind between the Parties. No joint personnel are needed by the Parties to carry out this Agreement.

10. Representations and Warranties. The Parties each represent, covenant, and warrant for the other's benefit as follows:

- A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

11. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

12. No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

13. Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

- 14. Assignment.** Neither Party may sell or assign any interest in or obligation under this Agreement without the prior written consent of the other Party.
- 15. Liability of Officers and Agents.** No officer, agent or employee of a Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 16. Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 17. Compliance with Laws.** The Parties, and all subcontractors, shall comply with Article 2, Chapter 64 and Article 10A, Chapter 14 of the North Carolina General Statutes.
- 18. Electronic Signatures.** Both Parties acknowledge and agree that the electronic signature application DocuSign may be used to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the Parties consent to be legally bound by the terms and conditions of this Agreement and that such act constitutes the Party's signature as if actually signed by both Towns in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

IN TESTIMONY WHEREOF, the Town of Cary and the Town of Apex, both pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year first written above.

[SIGNATURES APPEAR ON THE NEXT TWO PAGES]

[SEAL]

TOWN OF APEX, NORTH CAROLINA

By: _____
Jacques K. Gilbert, Mayor

Date: _____

Attest:

Donna B. Hosch, Town Clerk, CMC

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

T. Vance Holloman, Finance Director

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 2021, personally came before me, a Notary Public in and for the said County and State, Donna B. Hosch, who, being by me duly sworn, says that she is the Town Clerk of the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina and acting through its Town Council, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by Jacques K. Gilbert, as Mayor of said Town, sealed with its seal, and attested by herself as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day _____, 2021.

[Signature of Notary Public]

My Commission Expires: _____

TOWN OF CARY, NORTH CAROLINA

By: _____
Russ Overton, Deputy Town Manager

Date: _____

Attest:

Virginia H. Johnson, Town Clerk

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

By: _____
Deputy Finance Officer
Town of Cary

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Taylor Wray, Cultural Arts Marketing and Events Specialist

Department(s): Parks, Recreation and Cultural Resources

Requested Motion

Motion to reappoint Tom Colwell as Chair and Bethany Bryant as Vice-Chair on the Apex Public Art Committee.

Approval Recommended?

Yes

Item Details

Staff is recommending that both of them be reappointed for another three-year term (July 2021 - June 2024). Each of the members have a wealth of knowledge about our current projects, have been dedicated to the committee, and have a passion for the development of public art within the Town of Apex. Their continued commitment makes them great assets moving forward.

In addition to the reappointments, staff is recommending that Tom Colwell remain as Chair and Bethany Bryant as Vice Chair until June 2022. Per Ordinance section 15-2 the chair and vice chair of the committee shall be appointed to a term of one year.

Attachments

- N/A



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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: October 26, 2021

Item Details

Presenter(s): Mary Beth Manville, Human Resources Director

Department(s): Human Resources

Requested Motion

Motion to approve the Organization and Workforce Study contract between the Town and Baker Tilly-US, LLC, authorizing the Town Manager to execute the same, and approve corresponding Budget Ordinance Amendment No. 8.

Approval Recommended?

Yes

Item Details

After conducting a Request for Proposals, the Town has selected Baker-Tilly US, LLC as the Consultant for an Organization and Workforce Study. The Consultant will conduct a review of the Town's organizational structure and workforce to determine and recommend appropriate roles, staffing levels, and competencies needed to support the Town's rapidly growing population. Efforts would involve several initiatives including the review and recommendation of organizational structure and roles, requisite competencies for positions at all levels, and modernizing its classification, compensation, and employee performance management systems. The resulting plans and programs should ensure that the Town has the appropriate structure and resources in place to meet the needs of its current and growing population, and be positioned competitively in the marketplace to support the attraction and retention of a highly-qualified work force, supporting Council's strategic goal for High Performing Government.

Appropriated Fund Balance is the requested revenue source to complete the study. Costs for the study are shared among the General (83%), Electric (7%) and the Water & Sewer (10%) Funds based on the proportionate count of authorized positions per fund.

Attachments

- Baker-Tilly_Apex Contract
- Baker Tilly US LLP Response to Town of Apex Request for Proposal for Organization Workforce Study (Technical)
- Baker Tilly US LLP Response to Town of Apex Request for Proposal for Organization Workforce Study (Cost)
- Budget Ordinance Amendment No. 8





Town of Apex

Budget Ordinance Amendment No. 8

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

General Fund

Section 1. Revenues:

Appropriated Fund Balance	\$	232,000
Total Revenues	\$	232,000

Section 2. Expenditures:

Human Resources	\$	232,000
Total Expenditures	\$	232,000

Electric Fund

Section 3. Revenues:

Appropriated Fund Balance	\$	20,500
Total Revenues	\$	20,500

Section 4. Expenditures:

Electric Utility	\$	20,500
Total Expenditures	\$	20,500

Water Sewer Fund

Section 5. Revenues:

Appropriated Fund Balance	\$	27,500
Total Revenues	\$	27,500

Section 6. Expenditures:

Water Sewer Administration	\$	27,500
Total Expenditures	\$	27,500

Section 7. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 26th day of October, 2021.

Attest:

THIS STANDARD SERVICES AGREEMENT (hereinafter “Agreement”) is entered into this 19 day of October, 2021 by and between, [Baker Tilly US, LLP](#), a Illinois limited liability partnership with its principal business offices located at [205 N. Michigan Avenue, Suite 2800, Chicago, IL 60601](#) (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

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

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: [Organization and Workforce Study, as described in the attached “Town of Apex Organization & Workforce Technical and Cost Proposals” dated September 8, 2021.](#)

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

2. SPECIFICATIONS.

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

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than 30 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2022. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. In the alternate, the Town in its sole discretion may for each calendar day past this contract time receive \$0 per day as liquidated damages. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the total sum of \$ 283,385 to be paid according to the following schedule: [30 days from receipt of invoice](#). Town has the right to require the Contractor to produce for inspection all of Contractor’s records and charges to verify the accuracy of all invoices. Town shall pay Contractor’s invoices at times set forth above unless a bona fide dispute exists

between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

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

Notwithstanding the foregoing, the Town hereby releases Contractor, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify Town, its elected and appointed officials, employees, agents, and volunteers (each a "Covered Person") against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of Town or any Covered Person. Furthermore, because of the importance of the information that Town provides to Contractor with respect to Contractor's ability to perform the services, Town hereby releases Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by Town, its personnel or agents, that is not complete, accurate or current.

The liability (including attorney's fees and all other costs) of Contractor and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Contractor for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Contractor relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

Any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within the applicable statute of limitations.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Town, Contractor or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

6. APPLICABILITY OF LAWS AND REGULATIONS.

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

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

7. E-VERIFY COMPLIANCE.

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

8. ANTI-HUMAN TRAFFICKING.

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

9. QUALITY AND WORKMANSHIP.

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

10. INSURANCE.

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

11. PRE-PROJECT SAFETY REVIEW MEETING.

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

12. DEFAULT.

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

13. TERMINATION FOR CONVENIENCE.

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

14. NOTICE.

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

TO CONTRACTOR:

[Caitlin Humrickhouse](#)
[205 N Michigan Ave](#)
[Chicago, IL 60601](#)
Caitlin.humrickhouse@bakertilly.com

TO TOWN: Town of Apex

Attention: [Click here to enter text.](#)
PO Box 250
Apex, NC 27502
[Click here to enter contact e-mail address](#)

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

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

16. NONWAIVER FOR BREACH.

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

breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

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

18. NO REPRESENTATIONS.

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

19. SEVERABILITY.

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

20. COUNTERPARTS.

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

21. MODIFICATION.

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

22. BINDING EFFECT.

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

23. ASSIGNMENT.

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

24. INDEPENDENT CONTRACTOR.

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

25. NON-APPROPRIATION.

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

26. IRAN DIVESTMENT ACT CERTIFICATION.

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

27. NONDISCRIMINATION.

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

28. ELECTRONIC SIGNATURE.

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

29. DATA PRIVACY & SECURITY.

To the extent the Services require Contractor receive personal data or personal information from Town, Contractor may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Contractor or its clients

must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Contractor is acting as a Service Provider/Data Processor in relation to Town personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Town is responsible for notifying Contractor of any data privacy laws the data provided to Contractor is subject to and Town represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Contractor to process such information in connection with the Services described herein.

Contractor has established information security related operational requirements that support the achievement of Contractor's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Contractor's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Contractor's approach to how systems and data are protected. Town is responsible for providing timely written notification to Contractor of any additions, changes or removals of access for Town personnel to Contractor provided systems or applications. If Town becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Town should timely notify Contractor via email at dataprotectionofficer@bakertilly.com.

Contractor does not treat de-identified data or aggregate consumer information as personal data or personal information, and Contractor reserves the right to convert Town personal data or personal information into de-identified data or aggregate consumer information for Contractor's own purposes. As a benefit of benchmarking Town to others in its industry, Town allows Contractor to enter its confidential accounting and/or financial data into the third party benchmarking software that Contractor utilizes. By signing this Agreement, Town expressly authorizes Contractor to make such disclosure of Town's confidential accounting and/or financial data, as Contractor may elect within its discretion, with the understanding that, in doing so, Town will not be specifically identified.

30. OWNERSHIP OF DELIVERABLES.

Unless otherwise stated in a specific statement of work, subject to Contractor's rights in Contractor's Knowledge (as defined below), Town shall own all intellectual property rights in the deliverables developed under the applicable statement of work ("Deliverables"). Notwithstanding the foregoing, Contractor will maintain all ownership right, title and interest to all Contractor's Knowledge. For purposes of this Agreement "Contractor's Knowledge" means Contractor's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable statement of work ("Contractor's Preexisting Knowledge") (2) developed or obtained by Contractor after the Effective Date, that are reusable from client to client and project to project, where Town has not paid for such development; and (3) extensions, enhancements, or modifications of Contractor's Preexisting Knowledge which do not include or incorporate Town's confidential information. To the extent that any Contractor Knowledge is incorporated into the

Deliverables, Contractor grants to Town a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Contractor Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Contractor. Additionally, Contractor may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

31. CONTRACTOR ENTITY.

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International’s agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International’s behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other’s acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 19 day of October, 2021.

Contractor

Name: Baker Tilly US
Name of Contractor (type or print)

By: Vicki Hellenbrand
(Signature)

Title: Managing Partner

Attest:

(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest:

Donna Hosch, Town Clerk
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Vance Holloman, Finance Director



Town of Apex
Organization & Workforce Study
COST PROPOSAL
September 8, 2021

This document contains confidential material that is proprietary to Baker Tilly US, LLP, and other related entities (collectively referred to herein as Baker Tilly). The materials, ideas, and concepts contained herein are to be used exclusively to evaluate the capabilities of Baker Tilly. The confidential information and ideas herein may not be disclosed to any outside parties and may not be used for purposes other than the evaluation of Baker Tilly's capabilities.



Value for fees

Delivering value

We have prepared a not-to-exceed fee estimate for the Town based on the needs and objectives you have shared and our experience conducting similar engagements with both energy and utilities and public sector clients. Our estimate allows for thorough and insightful advice and services from experienced professionals without unnecessary add-ons or start-up charges. The Town will receive service from dedicated, experienced staff who work with you toward your goals, providing a high value for fees. Our fees estimates include travel costs.

Please refer to the table below for a breakdown of project phases and associated costs.

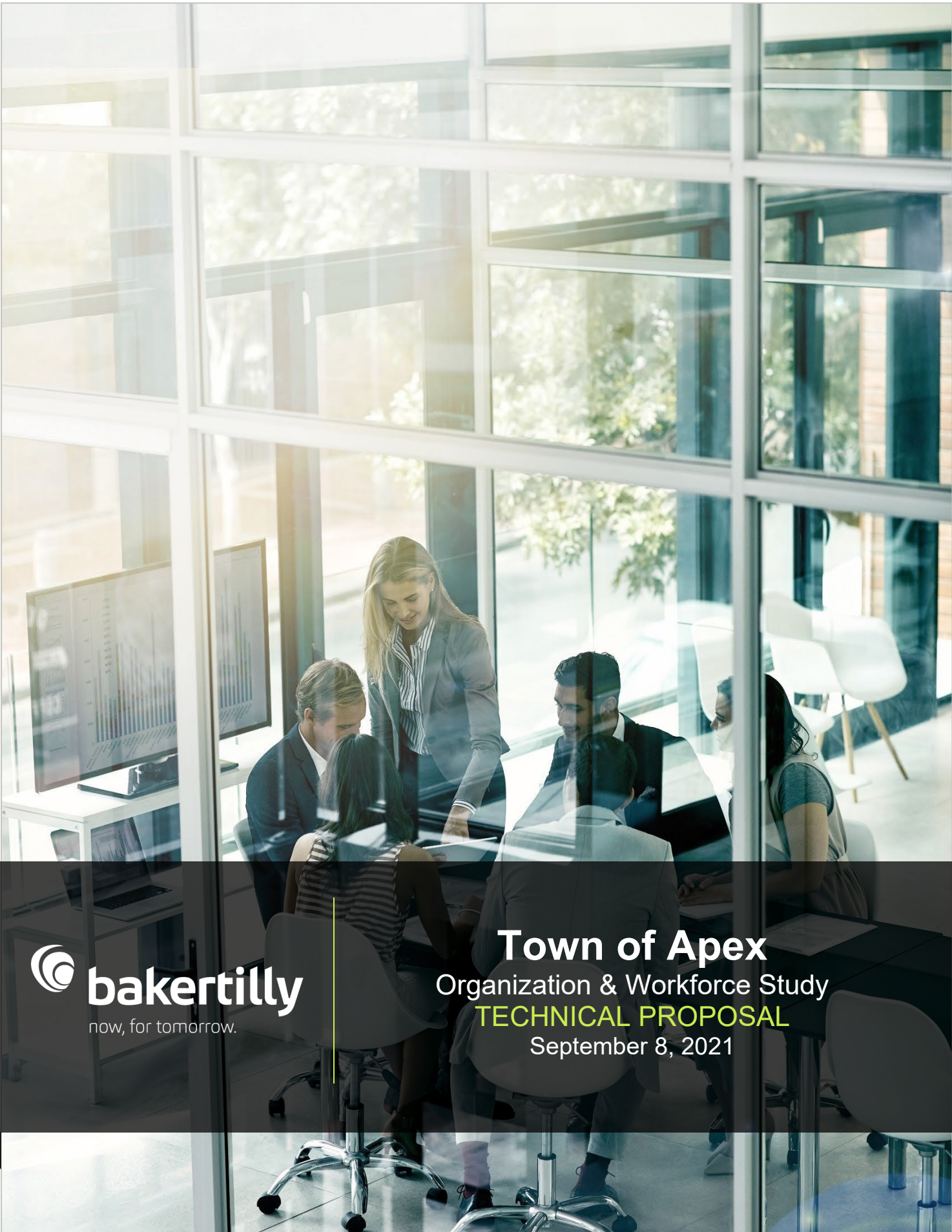
Project phase	Fees
Assessment of organization structure, functions, and workforce	\$76,630
Strategic direction and philosophies	\$17,330
Classification and compensation	\$120,000
Employee performance management	\$69,425
Total	\$283,385

Assumptions

We based our estimate on the assumptions detailed below. Should any of these change during the engagement, we will bring the matter to the Town's attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. We will not undertake additional work without the Town's written approval.

We made the following assumptions relative to the estimate of our fees:

- Adequate support, preparedness and cooperation from the Town's board
- The Town will provide resources to assist with coordination activities such as scheduling, gathering contact information and securing project team space
- Appropriate staff will be available per the agreed-to schedules
- Baker Tilly will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction
- Information will be provided within the specified timeframes and format
- No significant changes in scope



now, for tomorrow.

Town of Apex
Organization & Workforce Study
TECHNICAL PROPOSAL
September 8, 2021

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Letter of transmittal

September 8, 2021

Ms. Mary Beth Manville
Human Resources Director
Town of Apex
73 Hunter Street
Apex, NC 27502

Dear Ms. Manville

Baker Tilly US, LLP (Baker Tilly) appreciates the opportunity to respond to the Town of Apex's (the Town) request for proposal (RFP) regarding the Organization & Workforce Study.

Baker Tilly has decades of experience performing these services for state and local governments.

Based on our previous successes performing this type of assessment, our team of consulting professionals and subject-matter specialists will provide exceptional value to the Town and exceed your objectives on this important engagement. As your **Value Architects™**, we will provide you with meaningful recommendations and a clear road map toward producing best-in-class results at a lower cost. Our reports are straightforward and actionable, with recommendations tailored to your needs, and are thoroughly researched and vetted.

Why Baker Tilly?

As you evaluate our proposal, consider several important factors that distinguish Baker Tilly from other firms, but none more important than:

- **Significant government industry expertise.** Baker Tilly recognizes the complexity of this environment and, as a result, has a specialized and significant public sector industry practice. **With our specialized team of more than 420 staff members, including more than 40 partners and principals, who focus specifically on the public sector, the Town will never have to worry about a deficit in government accounting talent when working with Baker Tilly.** We currently work with more than 3,100 public sector clients. This means that each member of our engagement team brings excellent credentials in the areas most important to you.
- **National experience in staffing assessments.** Baker Tilly is a leader in staffing, operational and organizational assessments. We have conducted many studies that are similar in scope to your project and educated clients on how to successfully implement results. **You will benefit from our expertise in departmental reviews, compensation and staffing analyses and effective application of industry benchmarks and best practices.** Our analysis of the Town's allocation of resources can also consider alternative service delivery approaches, such as shared services, third-party resources and technology options with the goal of achieving optimal alignment of internal and external resources.
- **All the services you need under one roof.** Baker Tilly is the right fit for the Town. We are large enough to offer the professional capabilities you need, yet we have a local-firm focus that ensures you receive responsive, personalized attention. Our service team will maintain close communication with you to address issues before they become problems, and we offer vast firmwide resources and a high level of involvement from our partners. We have ability to assist the Town with each and every one of its specific needs, including but not limited to, the Town's economic development, staffing, and

information technology (IT) objectives. Our diverse capabilities will lead to long and mutually beneficial business relationship.

- **Proactive communication.** Consistent communication will be the core of our relationship with the Village, and our commitment to this principle extends beyond the engagement. We will proactively contact you throughout the year to share news and information. Our staff and partners will be available to you whenever needed and will respond to inquiries and concerns within 24 hours. Should issues arise, we will discuss them with you at an early stage, so you can expect high quality deliverables, free of surprises.
- **Continuity of talented staff to perform your engagement.** Baker Tilly keeps staff turnover low and your engagement team is likely to remain the same over our period of service to you. This continuity of service from your team means we can focus on performing quality internal control assessment and test work, performance audits and management consulting services and providing value for years to come. It also means your staff will not need to take time to explain the particular nuances of your operations at the beginning of each project.

Baker Tilly's service approach emphasizes value beyond compliance services. We have included references and encourage you to speak with any of our clients listed to learn more about the value of their relationship with Baker Tilly.

This proposal is submitted with and conditioned on the understanding that, if selected, we will be afforded an opportunity to negotiate mutually agreeable contract terms and conditions. Please reach out directly to us with any questions related to our proposal.

Ultimately, we want to help you address your challenges, achieve your objectives and make solid contributions to your success. We appreciate the opportunity to submit this proposal and welcome the opportunity to discuss any specific aspects.

BAKER TILLY US, LLP



Vicki Hellenbrand, CPA, Partner
+1 (608) 240 2387 | vicki.hellenbrand@bakertilly.com

1.0 - Executive Summary

Why Baker Tilly?

Baker Tilly goes to market by industry, so we assign team members based on skill set, a similar client base, and targeted experience serving organizations like yours. Nationwide, our state and local government practice serves more than 3,100 public sector entities. As a local government, the Town has a passion for serving its community by promoting a healthy, safe and prosperous community for all.

Like the Town, Baker Tilly is dedicated to serving our clients and the communities where we live and work. Because of this, the Town is just the kind of client we want to serve and do serve regularly. With a strong history of providing solutions for state and local governments, we recognize the services we will deliver are just part of a much bigger and more important mission, which is your dedication to the residents and businesses in your community.

Baker Tilly is also a culture that is guided by strong values, and when working with the Town we will want to keep these values in mind to help you achieve your goals. We believe we have the people, tools, skills and passion to do that.

At the heart of Baker Tilly's slogan, "Now, for tomorrow," is our commitment to making a difference for our clients, our people, our communities and our profession. Collaborating with the Town would allow us to create a meaningful relationship with you to help solve your most pressing problems and seize opportunities.



Commitment to serving as your Value Architect™

At Baker Tilly, we're Value Architects. It is a mindset – a set of skills and abilities and behaviors rather than a job description.

Like an architect, we develop the blueprint with our clients on the best way to enhance and protect their value. We plan and are deliberate with our clients, and then we see it all the way through. Our clients trust our judgment and rely on us to marshal the right resources to solve their most pressing problems and help them seize new opportunities.

Your Value Architect™

You will be served by a carefully assembled, highly experienced consulting team drawn from Baker Tilly's public sector and strategic consulting groups. This blend of local government and municipal strategists means that the team serving the Town will possess an understanding of the issues your organization faces and provides them with the experience to identify improvement opportunities and develop effective solutions.



Vicki Hellenbrand
Partner
(608) 240 2387
vicki.hellenbrand@bakertilly.com
4807 Innovate Ln
Madison, WI 53718

Vicki Hellenbrand will serve as primary point of contact with the town. She will oversee all aspects of the assignment, ensuring full availability and access to senior project leadership throughout the course of the engagement.

2.0 - Scope of Services

Project objectives and tasks

Baker Tilly understands the Town's project goals and objectives to be for the selected firm to help strategically position the Town's investment in human capital to meet the demands of a growing population. This will involve reviewing the organizational structure, staffing levels, compensation structure, and other related functions which contribute to recruiting, retaining, and growing a talented workforce.

Our clients engage us because they require experienced, highly skilled project managers to guide, facilitate and manage complex strategic initiatives for their organizations. Our team combines a strong project management approach with real-world experience.

In our view, a comprehensive personnel assessment allows an organization to improve in four key areas: human capital and organization, business process, performance and technology use. Baker Tilly employs a proven framework for your type of project, including the appropriate components necessary for client involvement, approval and sign-off on key project activities and deliverables. We also position your project to ensure you have the tools and information you need to realize the return on your investment effectively after we have completed the engagement. Our innovative approach puts strategy first, focusing on the goals your organization wants to achieve and then aligning your major workflows and organizational structure to best achieve those goals.

Phase 1: Assessment of Organization Structure, Workforce and Functions

During this phase, we will review the documentation provided by key stakeholders and will gather additional information to ensure that we have a deep understanding of the Town's current operations and future initiatives. We will conduct interviews and focus group sessions with department heads and their direct reports. Prior to these meetings we will request existing information such as:

- Organization-wide and department specific strategic plans, objectives and goals
- Organizational charts, including roles and responsibilities
- Policies and procedures
- Service level agreements
- Contractual service agreements with third parties
- Results of any recent prior reviews

Documentation review and benchmarking

Reviewing existing documentation helps ensure baseline knowledge for interviews. What documentation may be available and most relevant to the assessment will be a topic of discussion with the Town.

During this phase, Baker Tilly will conduct a benchmarking exercise using industry standard data as well as publicly available information from comparable and aspirational communities. While there is never a perfect apples-to-apples comparison for

benchmarking purposes, we will use the data to help the Town to identify areas where staffing levels and roles may be misaligned with future needs. We do have the capability to develop a custom survey and issue it to comparable communities, however, this exercise requires a significant time investment that does not align with the Town's timeline of a final report issued by January 14th, 2022.

Interviews

Using our prior experience in performing organizational assessments as well as our operational knowledge of departments and offices within the Town, Baker Tilly will tailor our existing inventory of interview questions based on the roles of individuals interviewed and the Town's specific culture. Our approach to interviews encourages open discussion. Our professionals are trained and experienced at helping participants feel comfortable with sharing their thoughts and concerns by asking unbiased and non-threatening questions – whether through one-on-one interviews or group sessions.

Partners, directors and managers typically lead interviews. The most effective interviews begin with open-ended questions about the participants' roles, goals, objectives, challenges, issues and concerns. A free-form discussion with open-ended questions then encourages participants to speak their minds. When coupled with specific questions about operations in a participant's business area, this approach facilitates comprehensive interviews.

We will also work with management to ensure that we understand the Town's objectives, opportunities, challenges and concerns.

Initial Findings

Once interviews and benchmarking are complete, the Baker Tilly team will document a set of initial findings which highlight opportunities to increase/decrease staffing levels, realign functions and enhance skillsets. For each initial finding we will indicate a functional area and a priority rating. The Town's project steering committee and the Baker Tilly team will meet to discuss these initial findings.

This discussion gives us an opportunity to ensure that the Town's project steering committee and the Baker Tilly team are in sync and that all strategic opportunities have been identified and appropriately prioritized. Findings that are a medium or a high priority will be developed into robust recommendations in the final report.

Reporting

Baker Tilly's reports are designed to be informative and actionable. We understand that the Town will be using this report to guide budgetary decisions in fiscal year 2023 and beyond. It's important that this report provides the roadmap and justification for budgetary decisions.

The final report for this task will include:

- Detailed recommendations outlining changes to organizational structure, staffing levels, job duties and competencies. Each recommendation will include:
 - Implementation time frame
 - Ballpark cost estimate (based on current compensation structure)
 - Implementation priority
 - Recommendation justification and benchmarking information if applicable

Phase 2 Strategic Direction and Philosophies

A pay and performance management philosophy guides the design of a compensation system and answers key questions regarding pay strategy. It generally takes a comprehensive, long-term focus and explains the compensation program's goals and how the program supports the employer's long-range strategic goals. Without a pay philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the organization's overall goals and often with disregard to employee performance.

Market competitiveness and internal equity are among the most important areas addressed in a pay philosophy. An organization's desired market position involves defining the market and identifying where the organization wants to be positioned within that market. Market position should balance what it takes to attract new employees and retain skilled employees (in other words, eliminate higher pay as the reason employees leave the organization) with the organization's financial resources. Internal equity expresses an organization's desire to provide comparable pay to positions with comparable duties and responsibilities.

A pay philosophy should be developed that establishes a compensation program based on individual employee performance as a key feature of the pay philosophy. Therefore, we emphasize references to performance in the pay philosophy discussion. As part of your study, Baker Tilly will work with Town leadership to define the following key components of the compensation philosophy:

- Providing fair and equitable rates of pay to employees
- Determining the desired balance of all elements included in the total rewards package and the means and methods desired to provide performance-based portions of the total rewards
- Defining your market area
- Developing a system that establishes a “market rate” representing base pay for each position and stating the minimum wage and maximum rates that the Town will pay individuals within a position
- Establishing rates of pay that allow the Town to compete successfully for new employees within your market area
- Establishing a market position that is fiscally responsible with public resources
- Developing a compensation system that allows employees to progress through the pay range as long as their performance consistently meets your expectations
- Developing pay administration policies and procedures that ensure their consistent application between departments
- Ensuring that the compensation program is understandable to employees, supervisors, Town management and the public
- Baker Tilly will facilitate the development of performance metrics for the Town. When developing performance metrics, Baker Tilly buckets metrics into two categories; qualitative and quantitative metrics. Qualitative metrics are based professional traits that are not possible to measure but still valuable to the organization, such as business acumen, transparency, adaptability, and more. Quantitative metrics are based on measurable goals. These metrics are aligned with Town, department, and team Key Performance Indicators (KPIs).

Qualitative Performance Metrics

When determining the qualitative metrics for each classification, Baker Tilly bases metrics off of existing organizational values. Typically, organizations have a value statement that

employees are expected to adhere. These values can be translated into qualitative performance metrics in which employees are rated. Baker Tilly facilitates the process in which three to five core organizational values are chosen for performance evaluation.

Quantitative Performance Metrics

Baker Tilly considers the following questions when creating quantitative metrics performance metrics:

What are the KPIs for the Town? If the Town does not have KPIs, Baker Tilly can help identify those metrics based on the Town's strategic plan.

What are the KPIs for each department in scope, and how do they contribute to the goals of the Town as a whole? Baker Tilly will help facilitate the development of KPIs that align to the Town-wide KPIs as well as those metrics necessary to the success of a particular department.

What are the KPIs for each team in scope, and how do they contribute to the goals of the department? In a similar process to the statement above, Baker Tilly will help teams determine the KPIs that are critical to their success and the success of the department as a whole.

Phase 3 Classification and Compensation

Data Collection

Employees play a major role in providing the data needed for this study. Therefore, it is imperative that employees receive information about the study and why it is being conducted, be given opportunities for involvement throughout the process, learn the expected outcomes, as well as have an opportunity to ask questions and express concerns.

Baker Tilly will conduct employee informational meetings to introduce the study, explain study procedures and answer any questions employees may have about the process. These meetings will be scheduled and conducted to ensure that all employees have an opportunity to attend and so as not to disrupt the operations of the Town.

Baker Tilly will introduce the Position Analysis Questionnaire (PAQ) at this time. The questionnaire provides an opportunity for each employee to provide input on education, training, certifications, licenses and experience requirements of the position and provide input on the various job factors which apply to their position. Employees will also identify the specific physical requirements and working conditions of their position to assist in the consultant's review for compliance with the Americans with Disabilities Act (ADA). The information gathered from the PAQs, along with the Town's existing job descriptions will be used during the job evaluation process and to assist in the collection and analysis of wage data from comparable organizations. Baker Tilly will also review each position's designation under the FLSA

Market Survey

In order to determine appropriate salary levels of positions in the workforce and address the issue of comparable compensation, Baker Tilly will conduct an extensive salary and benefits survey to compare the Town positions with analogous positions in other comparable agencies in the area labor market. By gathering and analyzing information on wages, wage equivalents and benefits, a comparison of total compensation can be reviewed in comparison to the Town's established market area. External market comparisons for positions should be based on similar organizational structure, population, geographic location, job responsibilities, scope of authority, financial, socio-economic, growth and other relevant factors. The study team will consult with the Town's

management and designated staff in identifying the appropriate peer organizations to include in the survey data.

We try to benchmark at least 50% of all unique job titles. These jobs will closely resemble other jobs performed across the industry. Additionally, they should:

- Be well-represented positions in the marketplace
- Be important in the Town’s internal hierarchy
- Represent as many levels or grades in the Town’s current salary structure as is possible
- Match to at least 70% of the job duties found in the survey jobs
- Generally, tend towards multiple incumbent jobs, with the exception of management or executive-level jobs

Market rates will be determined as the midpoint of the usable salary ranges reported in the survey. New pay structure parameters will be established based on survey data, best practices and the Town’s policies in order to achieve appropriate, competitive and equitable pay for all levels and types of positions.

It is important to note that there may be different labor markets for different positions. Some positions are recruited from the local area, while others are recruited regionally and/or nationally. The consulting team will work closely with the staff in determining the appropriate labor market for your job families.

Job Evaluation

While salary survey data will assist Town in establishing its position in the competitive market, job evaluation is the mechanism that ensures internal relationships are equitable. Baker Tilly has developed, and copyrighted, a job evaluation system known as the Systematic Analysis and Factor Evaluation (SAFE®) system specifically for the evaluation of public sector positions. The SAFE® system is a unique job evaluation method designed to measure job factors in an objective manner. This SAFE® system has been successfully used for many years throughout the country and has been reviewed by the United States District Court in conjunction with an Equal Employment Opportunity (EEO) suit and found acceptable to the Court.

The system rates and ranks jobs based on various skill levels and work factors yielding a total score which represents a position’s internal value. All together, these total scores establish a hierarchy of jobs which reflects the internal equity in your organization. Because the evaluation is of the position and not the person in the position, the SAFE® system facilitates proper and equitable comparisons between and among positions and minimizes bias in evaluating, rating and ranking jobs.

The 9 compensable factors measured by the SAFE® system include:

- Education
- Level of work
- Physical demands
- Independence of actions
- Supervision exercised
- Experience required
- Human relations skills
- Working conditions/hazards
- Impact on end result

Baker Tilly will provide training to ensure the Town’s HR staff can administer the SAFE® system to evaluate newly created positions and re-evaluate revised positions.

Pay Plan Development

Baker Tilly will facilitate discussions with the Town's management and project team to establish a framework for a formally adopted compensation philosophy. To that end, Baker Tilly will develop proposed pay structure(s) that meets the Town's stated goals and business needs. Positions will be classified to the new pay structure with consideration to internal and external results. More specifically, results of the SAFE® job evaluation process and market assessment will be used in part or in whole to assign positions to an appropriate pay grade. In reviewing the proposed classification and compensation plan, Baker Tilly will work with the Town to address outliers identified through regression analysis and finalize a structure that is internally equitable and market competitive.

Baker Tilly will develop 3 scenarios for the Town to consider in its adoption and implementation of the proposed plan, which will include a costing analysis for each scenario. We will partner with the Town to develop custom implementation scenarios, if desired. Otherwise, our standard scenarios include:

- Moving employees to the minimum of their proposed pay range if their existing salary is below that proposed threshold.
- Providing an organization-wide increase, usually 2%.
- Providing a 0.5% increase per years in position. This scenario helps combat pay compression (and even pay equity) issues that may have developed over time.

Job Descriptions

Baker Tilly will utilize data capture by employee completed PAQs as the basis for developing draft job descriptions. This information will have been reviewed and verified by the Town's leadership team to ensure completeness and accuracy of the information. Further, results of the SAFE® job evaluation process will be included in the documentation.

The draft job descriptions are built from a template and can, therefore, be modified to include information required by the Town – within reason. If desired, additional information, formatting, logo, etc. can be added for additional fees.

Final report

The final report is a narrative explaining the methodology followed to conduct the study, the results, and our recommendations to the Town based on those results. More specifically the report will document position title recommendations, market survey results, proposed pay structure(s), a list of position classifications, and implementation costing analysis. This report will not document or publish employee specific information.

Post-contract maintenance

While the Town will be fully trained and able to maintain its new classification and compensation system, Baker Tilly often provides ongoing assistance to clients after the completion of a study. Post-contract maintenance services include assisting the Town with assignment of positions to the classification plan, determining the FLSA status of a new or revised position, conducting job evaluations for reclassification requests, and new positions created by the Town. Baker Tilly can also provide assistance in providing documentation to the Town payroll regarding pay equity reporting.

Phase 4 Employee Performance Management

During the Strategic Direction and Philosophies phase, Baker Tilly will work with the Town to develop an approach to employee performance management as well as understand the Key Performance Indicators (KPIs) for the Town and each department. During this phase, Baker Tilly will develop the detailed plan which supports that philosophy. Understanding the KPIs of each team, Baker Tilly will help management determine the quantitative metrics necessary for employees. Baker Tilly will help determine what is considered “exceeding expectations”, “meeting expectations”, “developing/needs improvement”, and “does not meet expectations”.

After the Town has determined their qualitative and quantitative performance metrics, Baker Tilly will assist leadership in determining the weights given to the two categories. The Town can determine whether qualitative and quantitative performance metrics are weighted equally or if there is given more weight to one category over another. In some cases, this may be handled differently from department to department given the nature of the job duties.

After metrics are determined and weights are assigned, Baker Tilly and the Town will enter a review period in which key stakeholders and leadership will review the results of the performance metrics development and determine next steps, whether it be revision or implementation.

3.0 - Company Background

About Baker Tilly

Founded in 1931, Baker Tilly is a limited liability partnership and a global firm with operations in the U.S. and abroad. Originally a Certified Public Accounting firm, we have grown steadily over the years, expanding our service offerings and our geographic presence to meet the evolving needs of our clients.

Baker Tilly is an independent member of Baker Tilly International, a worldwide network of independent accounting and business advisory firms.

Today, Baker Tilly is a global, full-service accounting and advisory firm whose specialized professionals connect with clients through refreshing candor and clear industry insight.



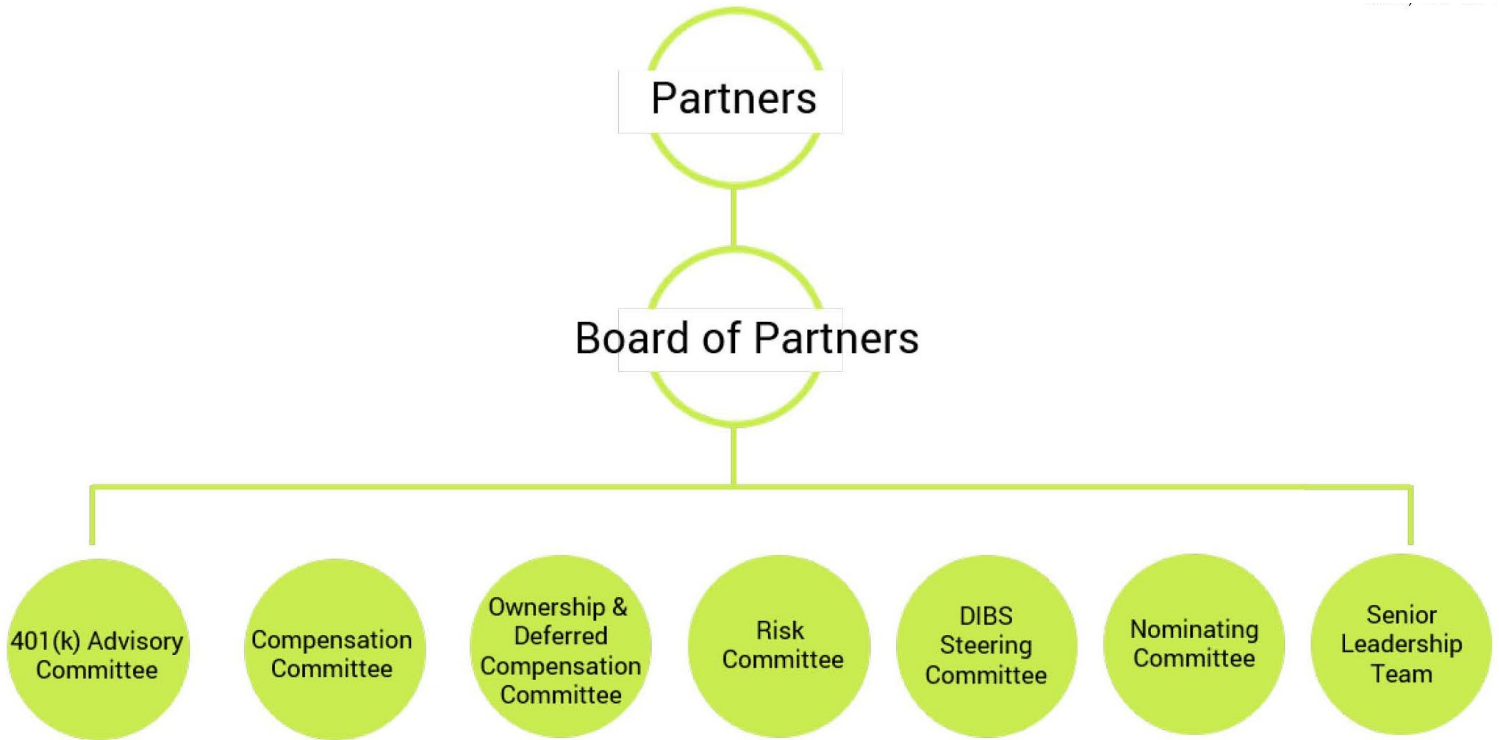
Baker Tilly was recently ranked 9th in the one-of-a-kind IPA 400, which recognizes the top U.S.-based accounting firms by *INSIDE Public Accounting*.



Our organization at a glance

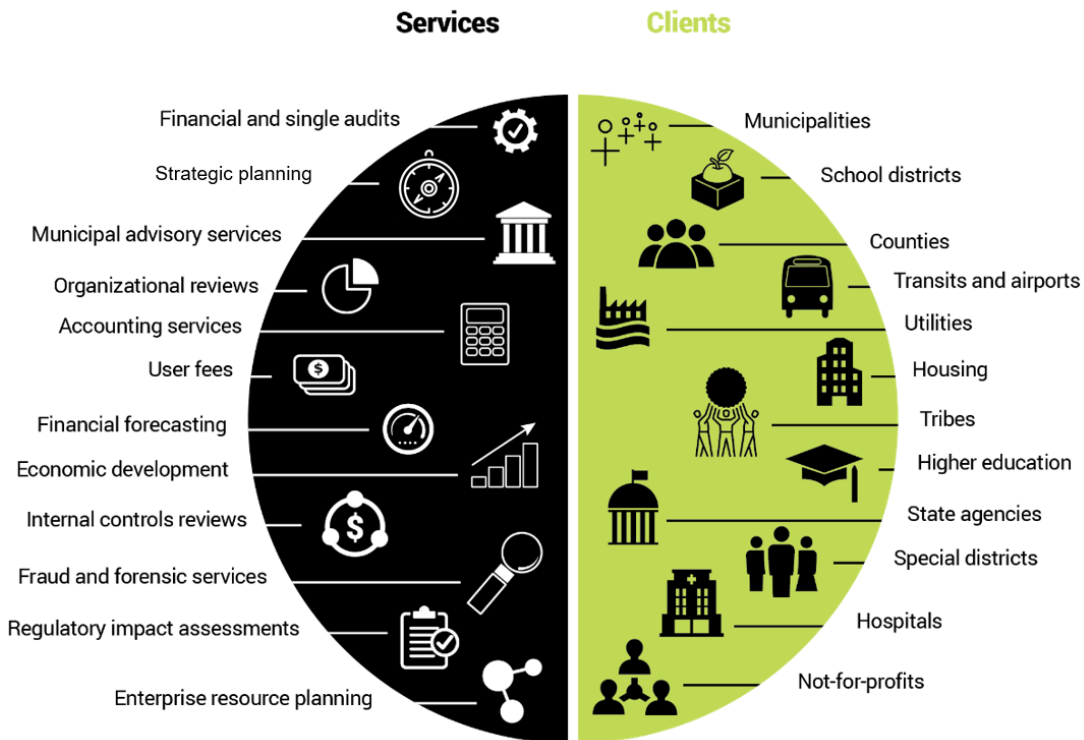
Our firm is a partnership and structured as shown on the following chart.

Firm governance



Public sector specialization

Baker Tilly is the 9th largest U.S. accounting and advisory firm in the U.S. according to *INSIDE Public Accounting*. Our vision is to create the certified public accountant (CPA) advisory firm of the future, today. Our growth means new geographies, new services, new influence and greater opportunity to deliver exceptional results as your **Value Architects™**.



We have established a record of successfully serving public sector organizations through increasingly diverse service offerings for our municipal, county and state clients. This experience enables us to easily understand your organizational structure, processes and regulatory environment and provide you with valuable, on-target advice. We are well versed in conducting policy, process and procedure reviews as well as organizational structure analyses for public sector organizations.


Baker Tilly's capacity to provide top quality professional services to our clients goes even deeper than our commitment to the industry as a whole. We will take an informed and practical approach to assisting you in setting expectations and implementing your organizational assessment. We use what we know to develop a tailored, personalized approach that meets your needs.

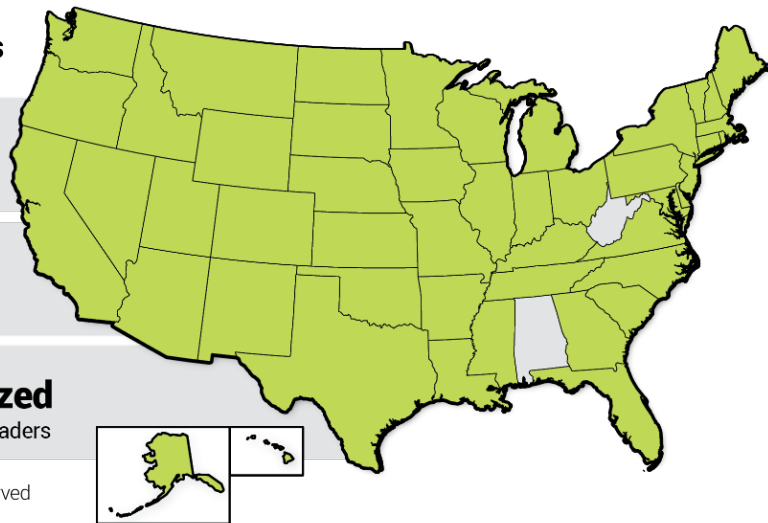
Public sector:
experience that matters

3,100+
public sector clients

90 years
industry experience

Nationally recognized
industry trainers and thought leaders

 States where Baker Tilly has served public sector clients



Where necessary, our team can easily access the vast resources and expertise from staff in other areas of the firm. For projects of all sizes, hundreds of state, county, town, village, township, school and utility districts rely on Baker Tilly to help them address their highest priority needs with clarity and pinpoint precision.

The Town will benefit from our specially organized group of staff and partners in several specific ways:

- **Specialized training and continuing education:** The Town is assured of a consulting team with the necessary knowledge and skills you desire to perform organizational analyses that create value.
- **Dedication to your industry:** Your public sector professionals live and breathe government, working exclusively in this industry year-round. This translates into insights only experience can bring, as well as service from a team that understands the best ways to communicate and collaborate with public sector entities.
- **Industry involvement:** Members of our public sector practice group are active participants in key industry organizations, including the International City County Management Association (ICMA), IPMA-HR, World at Work – Total Rewards Association, and SHRM. Because of our work with these groups, we are knowledgeable of dynamic, consequential trends in state and local government – and equipped with leading practices to help the Town best respond to them.
- **Knowledge shared with the Town:** At Baker Tilly, serving governments goes beyond services – we also supply our state and local government clients with crucial thought leadership in the form of webinars, workshops, articles and our regular newsletter, *Government Connection*.
- **Year-round consultation:** Throughout our relationship – not just during the review – we will be available for routine calls or technical questions, connecting you with recommendations and ideas to address the inevitable operational issues that arise. Additionally, we can alert you to new opportunities for us to collaborate and create value for the Town.

Compensation and classification consulting experience

Our compensation consulting team is made up of highly qualified industry experts. Our work is competitive, current, court tested and copyrighted to deliver pragmatic outcomes.

- **Our team has successfully performed hundreds of similar studies nationwide, having been successfully implemented in governments large and small.** Having been performing compensation and classification studies for more than thirty years, we have successfully implemented many hundreds of studies in public organizations across the country. We focus on the public sector, and our personnel are experts in public sector pay and classification.
- **Our SAFE® job evaluation system is solid, tested and is proven as a methodology for fairly and appropriately distinguishing classifications between public employees.** In today's environment, organization's need to know that their methods are proven and sound. SAFE® gives you a tested methodology that works to properly differentiate between job classes in your - organization.
- **With us, you don't just get a study, you get a system.** We train you to use the system and leave you prepared to utilize it, as needed, as your workforce needs evolve. When we leave, you have a completed study AND a pay and classification system to use in the future. As new positions are created or job conditions change, your staff will be trained to use our SAFE® job evaluation system to fairly and appropriately fit these new conditions into the existing system.
- **We know that good studies rest on quality data.** Towards this end, we partner with you to carefully identify benchmark positions and peer organizations for use in the market study process. We follow best practices in obtaining and analyzing collected data to ensure that quality and quantity standards are met.

Overall, we pride ourselves in doing high-quality work that is defensible, transparent and fair to both the organization and its employees, as we realize that a pay and classification study is critical to your ability to maintain and grow the quality of workforce that you need to perform at the level expected by your citizenry. We proudly stand by our work and will defend and support it through adoption.

Below is a list of organizations for whom Baker Tilly has provided classification and compensation services to over the last few years. We realize the list is lengthy, but so is our experience in working with organizations very similar and very different to yours. We hope you will trust that our length and depth of experience means we've seen and solved our share of challenges and are capable of assisting you and your organization through this study and any challenges you may also be facing.



List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
2018	Battle Creek	MI	Comp Study	51,833
2018	Bemidji	MN	Comp Study	14,435
2018	Blue Springs	MO	Pay Plan Design	53,294
2018	Bonner Springs	KS	Comp and Class Study	7,665
2018	Broad River Water Authority	NC	Class and Comp Study	
2018	Burnsville	MN	Class and Comp Study	61,290
2018	Carver	MN	Comp Study	4,628
2018	Chicago Metro Agency on Planning	IL	Org Struc Rev/Comp Study	
2018	Cleveland County	NC	SAFE Database	97,047
2018	Cloquet	MN	Comp Plan Update	12,050
2018	Craven County Schools	NC	Comp Study	
2018	DART	TX	Comp Study	
2018	Dayton	VA	Class and Comp Study	1,609
2018	DeSoto	TX	Class and Comp Study	52,599
2018	Dinwiddie County Schools	VA	Review of Compensation Study	
2018	Elko New Market	MN	Pay Equity Report	4,513
2018	Eudora	KS	Class and Comp Study	6,211
2018	Grain Valley	MO	Class, Comp & Benes Study	13,125
2018	Harris Co Hsg Auth	TX	Salary/Wage Comp Study	
2018	Hsg Auth of Durham	NC	Salary Comparability Study	263,016
2018	Ingleside	TX	Class & Comp Study	10,488
2018	Int School Dist No. 917	MN	Job Descr Updates/Training	
2018	Johnson County	IA	Comp and Class Study	144,251
2018	Lakeville	MN	Class & Comp Study	58,562
2018	Laurinburg	NC	Class & Comp Study	15,774
2018	Leavenworth	KS	Comp Study	35,891
2018	Madison County	VA	Class & Comp Study	13,200
2018	Mansfield	CT	Class & Comp Study	25,959
2018	Minnehaha Creek Watershed Dist	MN	Class & Comp Study	
2018	Minnetonka	MN	Class & Comp Study	51,638
2018	Northwest Regional Library	NC	Class & Comp Study	
2018	Person County	NC	Class & Comp Study Phase III	39,276
2018	Rappahannock Regional Jail	VA	Comp Study	
2018	Scott County CDA	MN	Pay Equity Report	137,232
2018	Thibodaux	LA	Market Study	14,566
2018	Verona	WI	Market Survey	10,632
2018	Wabasha Soil & Water Cons Dist	MN	Class Study	
2018	Willmar	MN	Comp Study	19,680
2018	Winston Salem	NC	Class & Comp Study-Phase II	236,441
2018	Wright Soil & Water Cons Dist	MN	Class and Comp Study	

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
2019	Adams County	WI	Class & Comp Study	19,973
2019	AppalCART	NC	Class & Comp Study	
2019	Dallas Housing Authority	TX	Comp Study	
2019	Fillmore Soil & Water Cons Dist	MN	Class & Comp Study	
2019	Gastonia	NC	Class & Comp Study	75,536
2019	Gatesville	TX	Class & Comp Study	12,387
2019	Iowa League of Cities	IA	Comp Study	3,146,000
2019	King County Hsg Auth	WA	HR Management Consulting	
2019	LOGIS	MN	Comp & Benefit Study	
2019	McFarland	WI	Market Survey	8,108
2019	Morehead City	NC	Class & Comp Study - Maint	9,203
2019	Wheaton	IL	Market Survey	53,373
2019	Wright County	MN	Class and Comp Study	131,311
2020	Bellingham	WA	Comp Market Study	89,045
2020	Brooklyn Center	MN	Comp Study	30,712
2020	Capital Region Water	PA	Class & Comp Study	
2020	Circle Pines	MN	Comp & Class Study	4,978
2020	Ind School Dist No. 625	MN	Comp Study	294,873
2020	Ind School Dist No. 2769	MN	Job Desc/Pay Equity Review	
2020	Int School District 287	MN	Pay and Class	
2020	Montgomery	MN	Class & Comp Study	2,907
2020	North Central Reg Library	WA	Comp & Benefits Study	
2020	Payson	AZ	Class & Comp Study	15,476
2020	Pittsylvania County	VA	Comp Study	62,426
2020	River Falls	WI	Class & Comp Study	15,510
2020	Rocky Mount	VA	Comp Study	4,798
2020	Salem	VA	Class & Comp	25,483
2020	Tyler	TX	Class and Comp Study	104,789
2020	Tyler Utilities	TX	Class and Comp Study	104,789
2021	Amelia County	VA	Class and Comp Study	13,145
2021	Council Bluffs	IA	Class & Comp Study	62,316
2021	Saginaw County	MI	Class & Comp Phase III	195,012
2021	Sartell	MN	Class & Comp Study	13,917
2021	Scandia	MN	Class & Comp Study	4,120
2021	St. Charles City-Co Library Dist	MO	Market Study	
2021	Stutsman County	ND	Comp Study	21,087
2021	Tyler	TX	Class & Comp Study	104,991
2021	Zimmerman	MN	Comp Study	5,499
2021	Fertile	MN	Comp Study	1000
2021	Potomac Rappahannock Transportation Comm.	VA	Class and Comp Study	

List of Relevant Projects: 2018 – Present

Year	Client	State	Project	Population
Current	Horicon	MN	Class and Comp Study	3620
Current	Evansville	WI	Class and Comp Study	646
Current	Spring Lake Park	MN	Class and Comp Study	6,412
Current	Isanti County	MN	Class and Comp Study	5,251
Current	Rosemount	MN	Class and Comp Study	25,650
Current	Chisago	MN	Class and Comp Study	53,887
Current	Stevens Point	WI	Class and Comp Study	26,717
Current	Sherburne County	MN	Class and Comp Study	88,499
Current	Duplin County	NC	Class and Comp Study	58,505
Current	Baudette	MN	Class and Comp Study	1,106
Current	Hutchinson Utilities Commission	MN	Class and Comp Study	14,178
Current	Ortonville	MN	Class and Comp Study	1,916
Current	Morris Schools	MN	Class and Comp Study	
Current	Brooklyn Center	MN	Class and Comp Study	33,782
Current	Richmond	IN	Class and Comp Study	36,812
Current	Jackson	MS	Class and Comp Study	166,383
Current	Harrisonville	MO	Class and Comp Study	10,019
Current	Bedford Regional Water Authority	VA	Class and Comp Study	
Current	Auburn	IN	Class and Comp Study	13,056
Current	Cumberland County	VA	Class and Comp Study	10,052
Current	Essex County Public Schools	VA	Class and Comp Study	11,151
Current	Chicago Metropolitan Area Planning	IL	Class and Comp Study	
Current	Ligonier	IN	Class and Comp Study	4,405
Current	Fort Wayne City Utilities	IN	Class and Comp Study	265,752
Current	Port Arthur	TX	Class and Comp Study	55,109
Current	Monroe	NC	Class and Comp Study	32,797
Current	Chesapeake Bay Bridge and Tunnel	VA	Class and Comp Study	
Current	West Point	VA	Class and Comp Study	3,292
Current	Goshen	IN	Class and Comp Study	34,108
Current	Bluffton	IN	Class and Comp Study	9,919
Current	USVI Water and Power Authority	USVI	Class and Comp Study; Org Analysis	105,870

Case studies

San Mateo County, California

HR organization, personnel classification and compensation study

Our client's need: The County faced challenges with a blended HR structure that consisted of centralized payroll and HR functions coupled with decentralized individuals within departments providing a degree of HR and payroll support. Further, the County felt its job classification and compensation structure for HR functions across departments was not adequate to reflect expanded HR roles and keep pace with the increased cost of living in the region.

The Baker Tilly solution: Baker Tilly's team conducted an organizational and operational analysis to identify operational efficiencies and gaps as well as opportunities for process improvement of payroll and HR services. As part of our analysis, we highlighted industry best practices and innovations for efficient delivery of payroll and HR as used by comparable organizations. Additionally, we analyzed individual employees' duties and responsibilities for purposes of determining appropriate job classifications and compensation.

Results achieved: Following our assessment, Baker Tilly identified several findings which translated to opportunities for the County to better define roles and responsibilities for HR-related functions. By breaking out our findings and recommendations by priority, our team enabled the County to discern between areas to be resolved in the short term and longer-term changes.

Our recommendations included several high-priority items to be implemented within six months. These items focused on developing an HR and payroll governance model and establishing an HR fundamentals training framework for department payroll and personnel services specialists (PRCs). Medium-priority recommendations to be implement within six to 18 months included establishing a framework for an HR systems training program for managers and supervisors and evaluating PRC support allocation across departments.

Duration of the project: 7 months

Contract Fees: \$115,000

Number of Full-Time Equivalent Employees: 7,500

City of Rochester, New York

Strategic organizational review

Our client's need: Rochester, New York wants to reach its vision of being "the best mid-sized city in the U.S. in which to live, raise a family, visit and grow a business." To achieve this vision, the City needed to ensure that its overall operations focused on achieving its objectives as an organization. The City's needs focused on reevaluating its objectives as a whole and utilizing those objectives to prioritize City operations.

Baker Tilly’s solution: Baker Tilly’s state and local government specialists conducted a Strategic Planning Assessment and Organizational Assessment of City operations. The Strategic Planning Assessment focused on establishing strategic objectives and associated key performance indicators (KPIs) aligned with the Mayor’s vision, which provided guidance to departments for resource allocation and execution of KPIs.

The team’s Strategic Planning Assessment resulted in a Strategic Map/Roadmap, Data Reporting Strategies, and a Communication Plan. Baker Tilly’s dedicated professionals also developed an Organizational Review Report that outlined 18 essential findings and recommendations that the City could take to remedy its challenges with recommended implementation priorities.

Results achieved: Using the Strategic Roadmap and prepared Organizational Review Report, the City focused its resources in identified areas to develop a strategy and plan to address Baker Tilly’s recommendations. The City utilized the report to determine timelines, prioritize findings, and strategize long-term goals as a whole to achieve the citywide vision.

Duration of the project: 8 months

Contract Fees: \$160,000

Number of Employees: 3,200

Keys Energy Services (KEYS), Florida

Organizational structure analysis and compensation and classification review

Our client’s need: Baker Tilly assisted KEYS to conduct an organizational review focused on analyzing the existing organizational structure and identify opportunities to improve the effectiveness of service delivery through improved processes and organization. This included developing a plan to prepare for upcoming retirements and changes in the industry which may impact the competencies required for critical positions. Following the organizational study, Baker Tilly completed a compensation analysis and updated job descriptions for every position in the organization.

The Baker Tilly solution: The review focused on the following departments of the organization:

- HR and communications department
- Executive department
- Finance department
- Engineering/control center department
- Customer services department
- Transmission and distribution department
- Generation department

Results achieved: Baker Tilly provided KEYS recommendations to improve organization structure and a plan to cope with retirements. This included a transition plan for KEYS to proceed from the existing organizational and operational state to the desired future state.

Our road map offered various organizational structure options as well as a plan for critical positions as retirements occur. Many of these recommendations were adopted resulting in the need to conduct a compensation and classification study and update or create job descriptions for the entire organization. Baker Tilly completed the compensation and classification analysis.

Duration of the project: 12 months

Contract Fees: \$75,000

Number of Full-Time Equivalent Employees: 120

Winnebago County, Illinois

Operational and organizational review

Our client's need: Winnebago County experienced challenges due to the hybrid structure of its centralized and decentralized finance and HR environment. These challenges included process inefficiencies, policy compliance issues and inconsistencies in customer service quality. The County sought Baker Tilly's assistance with its transition to an organizational model that allows for a more strategic and tactical service delivery approach.

Baker Tilly's solution: Baker Tilly's state and local government specialists worked with the County to conduct an operational and organizational review to examine the organizational structure, operational procedures and technology used to deliver finance and HR services. Our specialized team also assessed opportunities to increase efficiency, enhance the use of technology and improve the operational effectiveness of the finance and HR functions.

Results achieved: Baker Tilly prepared an operational and organization report identifying 22 essential findings and recommendations. Our report provided the County with tools to remedy its challenges and focus its resources on the implementation of high-priority items. Based on our findings, the County developed plans to address each issue, prioritizing items to be resolved immediately and developing strategies to implement larger long-term goals. Additionally, Baker Tilly provided similar reviews for the IT Department and the procurement function.

Duration of the project: 6 months

Contract Fees: \$55,000

Number of Full-Time Equivalent Employees: 1,200

Bedford Regional Water Authority (BRWA), Virginia

Classification and Compensation Study

Our client's need: BRWA is the sole provider for water and wastewater services for over 14,000 residents in the Town and County of Bedford, Virginia and strive to be "The Employer of Choice for Bedford." To ensure the organization was attracting and retaining the best quality candidates and employees to meet the service needs of the community, BRWA sought to update its outdated classification and compensation system.

The existing pay structures included very wide range spreads across all pay grades resulting in extreme overlap of salary ranges from the bottom to the top of the organization. Further, BRWA desired expanded career ladders across maintenance and operator job families to encourage professional development.

The Baker Tilly Solution: Baker Tilly conducted a comprehensive classification and compensation study for the organization. Employees completed an online position analysis questionnaire that allowed us to review the appropriateness of positions title and conduct our SAFE® job evaluation on each position. The market study proved to be a great success and concluded with quality market matches for 94.6% of BRWA's positions. The results of the internal and external review were considered when developing the new pay structure for BRWA and, because of the wealth of market results, Baker Tilly used a market-driven approach to classifying the organizations positions.

Baker Tilly partnered with BRWA to ensure that pay grade classifications provided sufficient separation between supervisor and subordinate groups, an issue that existed with the current pay plan and acted as a deterrent for employees to take on more responsibility.

Results achieved: Baker Tilly provided BRWA with an updated classification and compensation system which met identified business needs. Additionally, Baker Tilly developed 3 implementation scenarios including a costing analysis for each scenario, giving BRWA multiple considerations for adopting the new plan. Additional deliverables included updated job descriptions and training on the SAFE® job evaluation system so that BRWA would be able to maintain their new system going forward.

Duration of the project: 6 months

Contract Fees: \$23,000

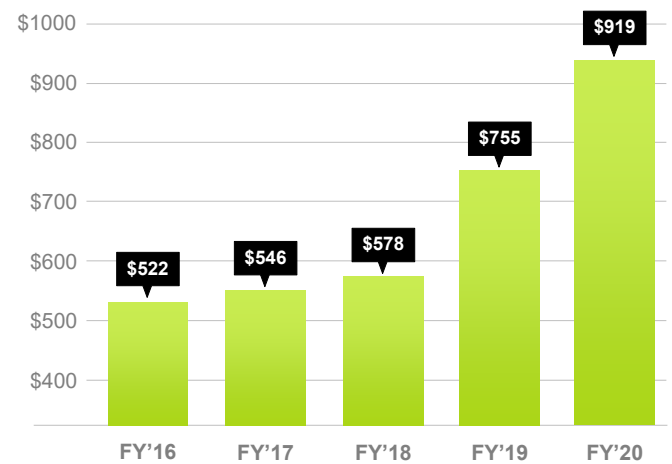
Number of Full-Time Equivalent Employees: 82

Financial strength and stability

As a privately held firm and partnership, we do not publish or distribute our financial information to the public or to anyone without a signed non-disclosure agreement. Information about our firm's net revenues can be found on our website through our annual report. In the event that Baker Tilly is selected as a finalist in the RFP process and additional financial information is required, we may release certain high-level financial information to Roswell Park, provided the information is not posted or shared on any public website or forum and is not disclosed to any other vendors, candidates or clients. Consistent growth in revenue during the past five years and a diversified client base give Baker Tilly the stability and resources to address Roswell Park's long-term needs. Here are key points to consider regarding the financial strength and stability of our firm:



- Baker Tilly ranks as the 11th largest certified public accounting firm in the United States.¹
- Baker Tilly has more than doubled annual revenues since 2012, both organically, and through strategic mergers and acquisitions.
- Baker Tilly serves thousands of both publicly traded and privately held clients ranging in size from \$1 million to billions of dollars in revenues.
- Baker Tilly has encountered a client growth of more than 80% in the past five years.
- Baker Tilly has never filed for bankruptcy.

BAKER TILLY REVENUE
(in millions)



¹2020 INSIDE Public Accounting [Top 400 Firms](#)

License to practice in the State of North Carolina

	LIMITED LIABILITY PARTNERSHIP ANNUAL REPORT	
NAME OF LIMITED LIABILITY PARTNERSHIP: <u>Baker Tilly US, LLP</u>		
SECRETARY OF STATE ID NUMBER: <u>1106015</u>	STATE OF FORMATION: <u>IL</u>	<small>Filing Office Use Only</small> E - Filed Annual Report 1106015 <input type="checkbox"/> Changes
REPORT FOR THE FISCAL YEAR END: <u>1/31/2021</u>		
SECTION A: REGISTERED AGENT'S INFORMATION		
1. NAME OF REGISTERED AGENT: <u>Corporation Service Company</u>		
2. SIGNATURE OF THE NEW REGISTERED AGENT: _____ <small>SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT</small>		
3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS		
<u>2626 Glenwood Avenue,</u> <u>Raleigh, NC 27608 Wake County</u>		<u>2626 Glenwood Avenue,, Suite 550</u> <u>Raleigh, NC 27608</u>
SECTION B: PRINCIPAL OFFICE INFORMATION		
1. DESCRIPTION OF NATURE OF BUSINESS: <u>Tax, assurance, and consulting services</u>		
2. PRINCIPAL OFFICE PHONE NUMBER: <u>(608) 240-2384</u>		3. PRINCIPAL OFFICE EMAIL: <u>Privacy Redaction</u>
4. PRINCIPAL OFFICE STREET ADDRESS		5. PRINCIPAL OFFICE MAILING ADDRESS
<u>205 North Michigan Avenue</u> <u>Chicago, IL 60601-5927</u>		<u>205 North Michigan Avenue</u> <u>Chicago, IL 60601-5927</u>
6. Select one of the following if applicable. (Optional see instructions)		
<input type="checkbox"/> The company is a veteran-owned small business		
<input type="checkbox"/> The company is a service-disabled veteran-owned small business		
SECTION C: CERTIFICATION OF ANNUAL REPORT. Section C must be completed in its entirety by a person/business entity.		
<u>CHARLES DROEGE</u> <small>SIGNATURE</small> <small>Form must be signed by a General Partner</small>	<u>4/6/2021</u> <small>DATE</small>	
<u>CHARLES DROEGE</u> <small>Print or Type Name of General Partner</small>	<u>General Partner</u> <small>TITLE</small>	
<small>This Annual Report has been filed electronically.</small>		
<small>MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525</small>		
1234567890		

Litigation and professional liability involvement

In the normal course of business as a large accounting firm, Baker Tilly may be made a party to litigation alleging various common law and statutory violations. While Baker Tilly expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, the firm does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy. We enjoy the benefits of a positive reputation.

Failure to complete work

The firm strives to meet and exceed client expectations during an engagement. Occasionally, due to professional standards such as independence or other issues outside of Baker Tilly's control, the firm is unable to complete an engagement.

Lost clients

As a large accounting firm, Baker Tilly may have contracts terminated for a variety of reasons. In the past, we have lost clients due to the following:

- > Mandatory audit firm rotation
- > Project completion
- > Mergers and acquisitions
- > Competitive bidding

The relationship that we maintain with each former client is sensitive and based upon trust and confidentiality. We cannot disclose the information surrounding these relationships without each organization's explicit, written permission.

Subcontractors

Baker Tilly has robust and extensive firm wide resources to provide the Town and all of its specific needs are met. Therefore, we have not need to utilize any subcontractors for this engagement.

Legal exceptions

Per RFP Section 2.5.5, we take exception to the sections of the RFP noted in the attached table of exceptions. If selected, we will provide the County with a copy of our standard engagement terms for review. Notwithstanding anything to the contrary in the RFP, we will require the ability to negotiate mutually acceptable terms and conditions and additional sections prior to executing a final contract.

4.0 - Responses to Project Scope

The Baker Tilly project manager will meet with designated Town staff and appropriate officials to establish working relationships and to finalize a comprehensive work plan and time table. At these meetings we will request that the designated project manager provide us with the background materials necessary to conduct this study, including current job descriptions, classification and compensation documents, and a copy of each labor agreement currently in effect, the Town's personnel policies, fringe benefit information and other relevant data. This information will be evaluated to determine the status of existing human resource management programs and to identify apparent issues and opportunities.

The purpose of the meeting(s) is to:

- Introduce the partner-in-charge, project manager and the consulting team
- Discuss the background and experience of Baker Tilly and the consulting team
- Discuss, in detail, the methodology to be used in conducting the study, the role of the consulting team, management and the employees, and the amount and type of employee participation
- Ascertain the major issues the Town wants the study to address
- Review the project schedule and determine significant milestones
- Determine the frequency and content of status reports
- Discuss methods of communicating the status of the study to employees

Baker Tilly will also meet with department heads as a group and request department heads to complete a questionnaire to become familiar with department structure and service levels, hiring and retention issues, any concerns with the current classification and compensation plan and any other issues that may need to be addressed during the study.

Communication is key to a successful project and Baker Tilly's client-centric methodology that will position your project for success. We begin every engagement by defining our client's objectives and establishing a detailed client service plan that clearly matches your expectations to our services. This plan is updated as needed through frequent discussions with management.

Based on our experience with similar projects, we have developed a range of tools to facilitate communication among the project team, project stakeholders and executives. Our communication plan will be tailored to this project and consist of a combination of in-person meetings, weekly or bi-weekly project updates via email, dashboard and phone conferences and ad hoc discussions:

Communication tool	Weekly reporting	Other reporting and information
Project kickoff meeting		✓
Status report (at to-be-confirmed intervals, biweekly minimum) via phone conference or email	✓	
Ad hoc meetings initiated by the Town or Baker Tilly		✓
Information request logs		✓
Conference call draft report presentation and discussion with the Town's project manager and designated parties		✓
Final report presentation		✓
Project close meeting		✓

In addition, we use several industry-leading communication platforms to facilitate project success. Huddle – our secure online collaboration tool – allows us all project stakeholders to upload, edit and track document throughout the life cycle of the project. Zoom, our web conferencing software, facilitates real-time document review, video conferencing and breakout rooms for call participants.

5.0 - Implementation Plan

The costs associated with these items have been included into the project phases as outlined in the Town's proposal.

Communication, marketing and change management

Change is all around us. Organization transformation initiatives are only as successful as the rate at which people and organizations adopt and embrace the change. Successful change occurs when comprehensive planning and appropriate capabilities exist to clearly communicate the changes and train individuals within the organization.

When it comes to organization transformation initiatives, we take change management seriously. Baker Tilly's professionals help successfully integrate change initiatives, sustain them and analyze the impacts. Our approach allows you to connect people, process and digital technology across your program.

Studies have shown successful change management helps organizations obtain business benefits faster, improves workforce engagement and retention, and increases efficiency as new systems and processes are adopted. Our team's experience, proven methodology and tools assist organizations in assessing and managing the impact of change associated with enterprise initiatives, whether it is a complete organization transformation or transactional change.

Baker Tilly anticipates and manages the "people risk" associated with business and technology transformations by establishing a change management foundation. Following a thorough readiness assessment and analysis, we provide a roadmap that best prepares our clients for change and to adopt new ways of doing business, which leads to execution of custom communication, training and organization structure changes.

We implement appropriate governance practices with a focus on change adoption to help increase the value realized from your transformational, digital, process and structural changes.



Training

At the conclusion of the study, Baker Tilly will train members of the HR staff in the SAFE® methodology used to develop, maintain and update the classification and compensation plan and how to determine the validity of requests for reclassification. The training will include how to rate, rank positions to determine salary grade assignments. Instruction manuals pertaining to the SAFE® job evaluation system will be prepared and presented. The Baker Tilly team will remain available to the staff for additional consultation after the study has been completed.

Project duration and schedule

The schedule to commence this project coincides with Baker Tilly's completion of other studies. This will ensure that the proposed staff members will be available to concentrate on this study. Baker Tilly is prepared to initiate the study within three weeks after receiving the official notice to proceed. A detailed project schedule is provided on the following page.

There are factors that impact meeting the milestone dates that are beyond the consulting team's control. The proposed time frame is contingent upon a timely decision, the receipt of requested data, and the timely receipt of feedback and comments on the submitted preliminary data and assumes a start date of Oct. 1, 2021.

We would like to express that the timeline for the first phase of the project is very tight and will require the project to start in the beginning of October at the latest. We have designed our project schedule to provide extra time for deliverable review during the holiday season as many key Town leaders may be out of the office.



**Town of Apex
Organization and workforce study**

<u>Activity</u>	<u>Target completion date</u>
Assessment of Organizational Structure, Functions and Workforce	
Town of Apex completes initial data request	October 22, 2021
Benchmarking and research	October 29, 2021
Onsite interviews and focus groups	November 12, 2021
Initial findings development and discussion with Town	November 22, 2021
Draft report issuance	December 17, 2022
Final report issuance	January 14, 2022
Strategic Direction and Philosophies	
Executive session to discuss performance philosophies	January 2022
Executive summary outlining key philosophy decisions, key performance values and KPIs for each functional area	January 2022
Compensation and Classification	
Project initiation, project planning, discussion of labor market and compensation philosophy, and goals of the project	January 2022
Department Head Interviews and employee communications; PAQ released	January 2022
Personnel policy review	January 2022
Market assessment	February 2022
Job classification and evaluation; development of career ladders	February – March 2022
Pay plan development; implementation strategy and costing	March – May 2022
Finalize compensation philosophy	March – May 2022
Job descriptions; FLSA review	April – June 2022
Draft final report; client training	May – June 2022
Employee Performance Management	
Finalize qualitative and quantitative metrics and alignment with KPIs	February 2022
Discuss functionality of Cornerstone on Demand and limitations around performance management	February 2022
Align performance metrics to each position, define performance rating scales and performance metric weights	March 2022
Finalize performance evaluation method and process with Town steering committee	April 2022
Develop training and communication plan	April 2022
Provide training, communication and change management services	May – June 2022

Project resources

We know that the Town wants to work with experienced industry specialists who understand your needs, who are proactive and creative in identifying issues, and who are flexible in providing solutions. Thus, we have selected a team of Your Value Architect™ who embody these traits and will work side by side with you to ensure you receive the most responsive service possible.

Each member of your engagement team is deeply committed to provide the Town with Exceptional Client Service. We have included the qualifications and experience of the key staff to be assigned to this engagement within each individual's resume, found in [Appendix I: Resumes](#). **In addition to the key team members listed here, your project team will include senior and staff consultants from Baker Tilly's public sector advisory team.**

Team member	Role and qualifications
 <p>Vicki Vogel Hellenbrand, CPA <i>Lead Engagement Partner</i></p>	<p>Vicki will serve as the lead partner-in-charge for your engagement, overseeing the engagement and ensuring your satisfaction with our deliverables. She joined Baker Tilly in 1991 and currently serves as partner and leader of the public sector practice group. Her experience includes performing consulting services for governments and public utilities and performing consulting services to improve operational efficiencies and enhance internal controls. Vicki also performs organizational structure evaluations and financial compensation assessments for local governments and utilities.</p>
 <p>Caitlin Humrickhouse, MPA, SWP <i>Director</i></p>	<p>Caitlin will serve as the Town's senior project manager during the engagement and oversee all aspects of the comprehensive personnel review. She has been with the firm since 2012. Caitlin's areas of expertise include best practices benchmarking, organizational redesign and strategic workforce planning. She specializes in reviews and redesigns of core business processes to enhance accountability, align with industry best practices, leverage available technology and create efficiencies. Caitlin also performs organizational structure analyses for local governments and utilities, examining the current state versus the optimal future state of job functions and departments. She is also a certified strategic workforce planner.</p> <p>Caitlin will serve as both a senior advisor to the project team and will have direct leadership for the development of communications, project execution and recommendations for the new strategic plan.</p>



Steve Miner, Ed.D., J.D.
Director

Steve is the managing director of the Classification and Compensation group and is specialized in compensation and workforce services, and organizational performance. He has more than 35 years of experience in public management, human and organizational performance and local government law. Steve will contribute his substantial subject-matter expertise in compensation services and organizational performance.



David Eisenlohr
Local Government Operations Specialist

David is a managing director at Baker Tilly who specializes in state and local government operations management. He has more than 35 years of experience consulting on strategic, operational and organizational issues at public sector entities, helping municipalities streamline their processes, optimize performance and clarify strategy. David will provide insights on government operations audits and related issues for the Town.



Chief Glenn Theriault, MPA
Law Enforcement Subject Matter Expert

Glenn is a 25-year veteran of law enforcement who focuses his municipal management consultant work primarily on public safety and city administration. Prior to joining Baker Tilly he served in all capacities of municipal law enforcement, with a focus on innovative community policing efforts. Glenn also served as an Assistant City Manager who was tasked with streamlining citywide municipal service delivery while creating equitable justice in municipal enforcement. Glenn received his Masters of Public Administration from Northern Illinois University and is a graduate of the FBI Executive Leadership Institute and the Northwestern University School of Staff and Command.

Glenn will provide insights on law enforcement issues for the Town.



Jada Kent, CCP
Manager

Jada is a manager with a background in human capital consulting, including classification & compensation, organization management and executive recruitment. Jada has earned a master’s degree in Public Administration (MPA), is a member of the North Texas Compensation Association (NTCA) and is in the process of obtaining her Certified Compensation Professional (CCP) designation.



Allison LeMay, MPA, IPMA-CP
Project Manager

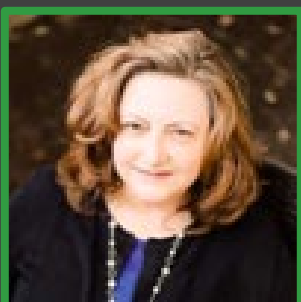
Allison has fourteen years of experience working with cities, counties, K-12 districts and public authorities. She is passionate about helping entities effectively develop, manage and engage their employees to best meet organization-wide goals and objectives. She provides guidance and practical solutions for communities in context of changing workforce demographics, geographic constraints and budget limitations.

Allison will serve the Town alongside Caitlin as a key leader on the project team and will have primary responsibility for the planning and execution of organizational engagement efforts.



Melanie Varghese
Senior Consultant

Melanie is a senior consultant with the public sector team and joined Baker Tilly in 2019. She specializes in strategic planning, business process improvement, risk and change management. Melanie has strong experience engaging stakeholders, identifying risk areas and efficiencies and providing recommendations in alignment with industry best practices. Melanie will assist with work plan delivery and perform various analytical tasks included in your project. She will also provide direct support and guidance to staff consultants.



Brenda Turner
Senior Consultant

Brenda is a human capital senior associate with a background serving in compensation and human resources. Prior to joining Baker Tilly, Brenda served most recently as the senior director of global compensation for a global technology company. She has also served in varying compensation, finance and accounting roles in the hospitality, travel and technology industries. Brenda is a Certified Compensation Professional (CCP) through World at Work and is also a member of the Society for Human Resources Development (SHRM). She earned a Master of Business Administration from the University of Texas and joined Baker Tilly in February of 2020.

Staff continuity

We keep turnover low – and engagement teams intact – by striving to be an employer of choice for talented, committed individuals. In fact, Baker Tilly was recognized as one of the best places to work in several of our offices and nationally. Our low turnover rate means we can offer a team that is likely to serve you for many years. Our clients appreciate the fact that they get to know the Baker Tilly employees they work with year after year and that they do not have to educate new personnel constantly. Our high level of continuity translates into people who really understand the intricacies of your organization, meaning they are in a position to offer opinions, advice and insight that are more meaningful to the Town.

Our people are our most important asset. One significant way our values align is through our commitment to hiring and nurturing dedicated employees – because fulfilled employees mean satisfied clients.

To attract and retain our employees, we promote a culture that encourages creativity, continuous learning, respect, employee appreciation and – above all – a positive attitude.



Evidence of our employee-focused culture includes:

- Dozens of “**Best Place to Work**” awards across our U.S. footprint; multiple awards for all of our major metropolitan offices
- Ranked among **Vault’s “50 Best Accounting Firms to Work For”** – one of the only firms to achieve recognition for 11 consecutive years
- Back-to-back recognition on **Fortune’s “Top Companies in Consulting and Professional Services”**
- Certified as a **Great Place to Work®** for the fourth consecutive year – the gold standard in workplace awards
- Recipient of **Corp! Magazine “Salute to Diversity”** awards
- Named a **Chief Learning Officer “LearningElite Organization”**

Town resources

The Baker Tilly team will require the following technological and facility support from the Town:

- Access to conference rooms for in person meetings or focus groups. Conference rooms should be equipped with a phone.
- For any meetings conducted remotely, the ability for the Town to connect to remote meeting software and for Town staff to be on video, if possible.

We anticipate the following roles to be provided by the Town and have estimated the amount of hours required over the life of the project.

Role	Hours
Project Manager	150
Member of the Steering Committee	50
Department Head	50
Department Managers/direct reports of Department Heads	40
Department Data and Information Liaison	40
Administrative support for scheduling	25

Onsite presence and remote options

The Town's project team will be onsite during key project phases such as interviews and focus groups, training, and final discussions. Members of your project team who will have significant onsite presence include: Caitlin Humrickhouse, Allison LeMay, Jada Kent, and Glenn Theriault.

The team identified has worked collaboratively for many years serving clients both on-site and remotely. When the Coronavirus pandemic required a pivot to remote working environments, we were extremely well prepared to deliver exceptional service no matter the physical location while meeting our clients' deadlines. Serving you remotely



Based on the Town's preference, we can conduct the entire project remotely, although our project budget includes significant onsite presence. In recent months, with the continuance of the COVID-19 pandemic, our approach to using technology to better serve our clients has truly been tested. We are demonstrating daily and refining our ability to perform audit work entirely remotely using the resources described below.

- **Zoom:** We will utilize Zoom video conferencing to facilitate kick-off calls and status calls with management, as needed, as well as meetings with the Board.
- **Secure cloud collaboration:** Huddle, a cloud collaboration software, allows for secure collaboration anywhere, anytime and on any device, making it easy for our internal teams at Baker Tilly and at the Village to come together, share and edit files, assign tasks, and track activity in a secure, shared environment. See more on the benefits of using Huddle below.

Benefits of using Huddle

During our engagement, we intend to use Huddle, a secure, firewalled online client portal with a customizable interface. Huddle facilitates seamless integrated activities and reduces the costs associated with purchasing work paper tools by permitting secure, real-time sharing of work papers and the exchange of knowledge and comments between our team and yours, and any third-party vendors. We will work together to customize the portal to best meet our joint needs.

Huddle's intuitive project management features allows us to unify project tasks, content, approvals and team communication within a single dashboard. The Town can upload documents securely to Huddle to share with only their engagement teams as well as track the status of the project via the embedded calendar and task tools.

Benefits of using Huddle



Real-time status dashboard and automated reminders

Document control and quality assurance

Adherence to strict privacy and confidentiality protocols to keep your data safe

Automatic version control and real-time updates

Individual comment streams; users can tag individuals or entire teams to keep the conversation connected

Branded, cloud-based workspaces synchronize all project content and tasks

Centralized task management and workflow tracking

Visibility into task progress

No additional cost to you
Baker Tilly already has Huddle licenses

6.0 - Client References

Valuable perspectives

We encourage you to connect with the clients listed below to learn more about the value of their relationship with Baker Tilly. Each will have a different perspective you may find valuable in relation to the Town's needs.

	Current Reference #1	Current Reference #2	Current Reference #3
Agency Name	Keys Energy Services (KEYS)	City of Shelby, NC	City of Rochester, NY
Contact Name	Lynne Tejada	Deborah Jolly	Kate May
Contact Title	General Manager and CEO	Director of Human Resources	Chief Performance Officer
Contact Phone	(305) 295 1040	(701) 484 6471	(585) 428 7969
Address	1001 James Street Key West, FL 33040	300 S. Washington St. Shelby, NC 28150	30 Church Street Rochester, NY 14614
Contract Period	Original project completed in 2019, follow up compensation analysis completed in June 2021	January 2017 – December 2017	September 2018 – February 2019
Description of Services	Organizational review and compensation analysis	Classification and compensation study	Strategic organizational review and KPI development



7.0 - Cost Proposal

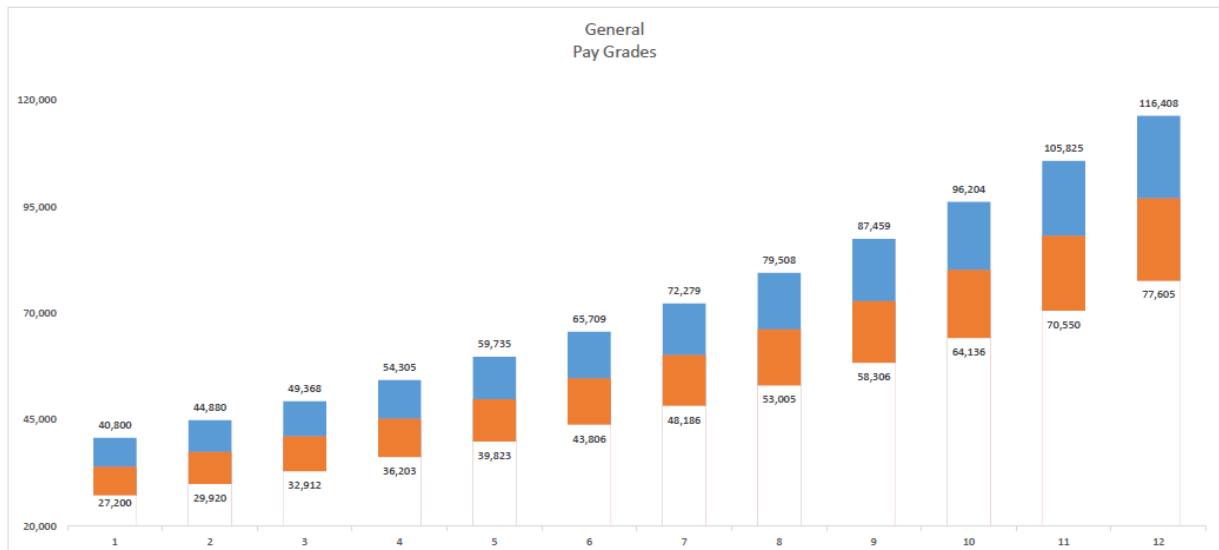
Please see separately submitted Cost Proposal.

8.0 - Sample Documents

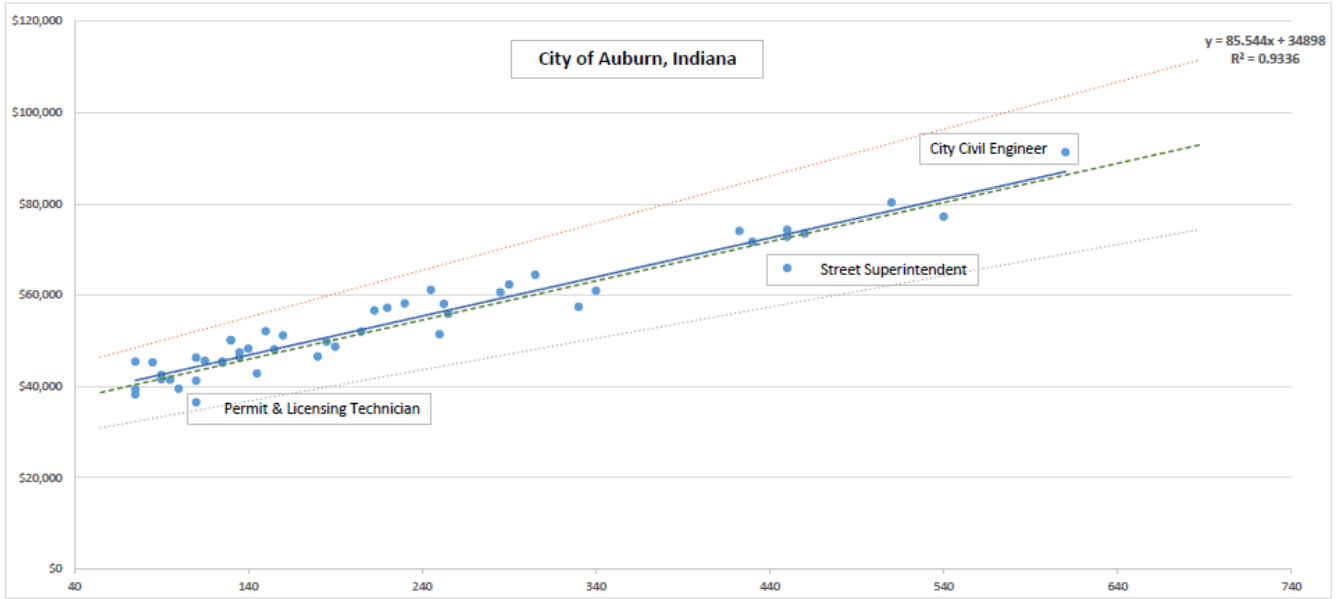
City of Auburn, IN

General Pay Plan

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Differential
1	\$27,200	\$34,000	\$40,800	50%	10.00%
2	\$29,920	\$37,400	\$44,880	50%	10.00%
3	\$32,912	\$41,140	\$49,368	50%	10.00%
4	\$36,203	\$45,254	\$54,305	50%	10.00%
5	\$39,823	\$49,779	\$59,735	50%	10.00%
6	\$43,806	\$54,757	\$65,709	50%	10.00%
7	\$48,186	\$60,233	\$72,279	50%	10.00%
8	\$53,005	\$66,256	\$79,508	50%	10.00%
9	\$58,306	\$72,882	\$87,459	50%	10.00%
10	\$64,136	\$80,170	\$96,204	50%	10.00%
11	\$70,550	\$88,187	\$105,825	50%	10.00%
12	\$77,605	\$97,006	\$116,408	50%	10.00%



Regression of SAFE Scores and Midpoints



Position-to-Grade Classification

Department	Project Title	Market Midpoint	Grade	Minimum	Midpoint	Maximum
Building, Planning & Development	BPD Administrator	\$80,308	10	\$64,136	\$80,170	\$96,204
Building, Planning & Development	Zoning Administrator	\$57,429	8	\$53,005	\$66,256	\$79,508
Building, Planning & Development	City Planner	\$61,144	7	\$48,186	\$60,233	\$72,279
Building, Planning & Development	Building Inspector	\$52,071	5	\$39,823	\$49,779	\$59,735
Building, Planning & Development	Permit & Licensing Coordinator	\$36,499	3	\$32,912	\$41,140	\$49,368
Clerk - Clerk-Treasurer	Utility Accountant	\$58,170	6	\$43,806	\$54,757	\$65,709
Clerk - Clerk-Treasurer	Deputy Clerk Treasurer	\$56,641	6	\$43,806	\$54,757	\$65,709
Clerk - Clerk-Treasurer	Accounts Payable Clerk	\$45,404	4	\$36,203	\$45,254	\$54,305
Clerk - Clerk-Treasurer	Billing Clerk	\$42,487	2	\$29,920	\$37,400	\$44,880
Engineering	City Civil Engineer	\$91,354	10	\$64,136	\$80,170	\$96,204
Engineering	Assistant City Engineer	\$74,042	9	\$58,306	\$72,882	\$87,459
Engineering	Technical Support Specialist, Engineering		6	\$43,806	\$54,757	\$65,709
Engineering	Engineering Technician III	\$57,213	6	\$43,806	\$54,757	\$65,709
Engineering	Engineering Technician II		5	\$39,823	\$49,779	\$59,735
Engineering	Engineering Technician I	\$50,062	4	\$36,203	\$45,254	\$54,305
Human Resources	Human Resources Director	\$72,803	9	\$58,306	\$72,882	\$87,459
Information Technology	Information Systems Director	\$77,195	10	\$64,136	\$80,170	\$96,204
Information Technology	Network Services Manager		9	\$58,306	\$72,882	\$87,459
Information Technology	Integrated System Manager		9	\$58,306	\$72,882	\$87,459
Information Technology	IT Operations Manager		8	\$53,005	\$66,256	\$79,508
Information Technology	System Specialist II		7	\$48,186	\$60,233	\$72,279
Information Technology	System Specialist I		6	\$43,806	\$54,757	\$65,709
Information Technology	Technical Support Specialist	\$47,481	4	\$36,203	\$45,254	\$54,305
Mayor	Assistant to the Mayor	\$48,255	4	\$36,203	\$45,254	\$54,305
Multiple	Administrative Assistant	\$39,488	3	\$32,912	\$41,140	\$49,368
Parks & Recreation	P&R Superintendent	\$71,674	9	\$58,306	\$72,882	\$87,459
Parks & Recreation	Recreation Director	\$55,891	7	\$48,186	\$60,233	\$72,279
Parks & Recreation	P&R Maintenance Foreman		6	\$43,806	\$54,757	\$65,709
Parks & Recreation	Recreational Coordinator		5	\$39,823	\$49,779	\$59,735
Parks & Recreation	P&R Maintenance Worker II	\$42,840	4	\$36,203	\$45,254	\$54,305
Parks & Recreation	P&R Maintenance Worker I	\$38,233	2	\$29,920	\$37,400	\$44,880
Parks & Recreation	Recreation Assistant	\$35,328	2	\$29,920	\$37,400	\$44,880
Police	Police Records Clerk	\$41,544	2	\$29,920	\$37,400	\$44,880
Street	Street Superintendent	\$65,905	9	\$58,306	\$72,882	\$87,459
Street	Street Assistant Superintendent	\$51,424	7	\$48,186	\$60,233	\$72,279
Street	Street Mechanic	\$48,689	6	\$43,806	\$54,757	\$65,709
Street	Street Maintenance Tech II		4	\$36,203	\$45,254	\$54,305
Street	Street Project Technician		4	\$36,203	\$45,254	\$54,305

Position-to-Grade Classification

Department	Project Title	Market Midpoint	Grade	Minimum	Midpoint	Maximum
Street	Street Maintenance Tech III	\$46,447	4	\$36,203	\$45,254	\$54,305
Street	Street Maintenance Tech I	\$41,230	3	\$32,912	\$41,140	\$49,368
Street	General Laborer, Street	\$39,344	2	\$29,920	\$37,400	\$44,880
Water	Water Treatment Superintendent	\$74,317	9	\$58,306	\$72,882	\$87,459
Water	Water Treatment Assistant Superintendent	\$60,944	8	\$53,005	\$66,256	\$79,508
Water	Water Treatment Supervisor	\$64,432	8	\$53,005	\$66,256	\$79,508
Water	Distribution Supervisor	\$58,084	7	\$48,186	\$60,233	\$72,279
Water	Distribution Foreman		7	\$48,186	\$60,233	\$72,279
Water	AMI Service Tech	\$52,023	6	\$43,806	\$54,757	\$65,709
Water	Water Special Equipment Operator		6	\$43,806	\$54,757	\$65,709
Water	Water Treatment Operator IV		6	\$43,806	\$54,757	\$65,709
Water	Distribution Technician III	\$46,545	5	\$39,823	\$49,779	\$59,735
Water	Water Treatment Operator III	\$51,169	5	\$39,823	\$49,779	\$59,735
Water	Distribution Technician II		5	\$39,823	\$49,779	\$59,735
Water	Distribution Technician I	\$45,186	4	\$36,203	\$45,254	\$54,305
Water	Water Treatment Operator II		4	\$36,203	\$45,254	\$54,305
Water	Water Treatment Operator I	\$45,425	2	\$29,920	\$37,400	\$44,880
Water Pollution Control	WPC Superintendent	\$73,494	9	\$58,306	\$72,882	\$87,459
Water Pollution Control	Plant Maintenance Supervisor		8	\$53,005	\$66,256	\$79,508
Water Pollution Control	WPC Program Coordinator	\$62,316	7	\$48,186	\$60,233	\$72,279
Water Pollution Control	Plant Operations Supervisor	\$60,601	7	\$48,186	\$60,233	\$72,279
Water Pollution Control	Lab Supervisor		7	\$48,186	\$60,233	\$72,279
Water Pollution Control	Bio Solids Supervisor		6	\$43,806	\$54,757	\$65,709
Water Pollution Control	Plant Maintenance Tech IV		6	\$43,806	\$54,757	\$65,709
Water Pollution Control	Plant Operations Tech IV		6	\$43,806	\$54,757	\$65,709
Water Pollution Control	Sewer Maintenance Tech IV		6	\$43,806	\$54,757	\$65,709
Water Pollution Control	Plant Maintenance Tech III	\$49,762	5	\$39,823	\$49,779	\$59,735
Water Pollution Control	Plant Operations Tech III	\$48,108	5	\$39,823	\$49,779	\$59,735
Water Pollution Control	Plant Maintenance Tech II		5	\$39,823	\$49,779	\$59,735
Water Pollution Control	Sewer Maintenance Tech III		5	\$39,823	\$49,779	\$59,735
Water Pollution Control	Lab Technician III	\$50,176	4	\$36,203	\$45,254	\$54,305
Water Pollution Control	Plant Maintenance Tech I	\$45,597	4	\$36,203	\$45,254	\$54,305
Water Pollution Control	Lab Technician II		4	\$36,203	\$45,254	\$54,305
Water Pollution Control	Plant Operations Tech II		4	\$36,203	\$45,254	\$54,305
Water Pollution Control	Sewer Maintenance Tech II		4	\$36,203	\$45,254	\$54,305
Water Pollution Control	Lab Technician I	\$46,303	3	\$32,912	\$41,140	\$49,368
Water Pollution Control	Sewer Maintenance Tech I	\$41,437	3	\$32,912	\$41,140	\$49,368

Implementation Scenarios

Option 1 - Move to Min

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	90	\$4,280,677.82	\$4,311,263.72	\$30,585.90	0.7%
Employees Below Minimum	12	\$365,861.60	\$396,447.50	\$30,585.90	8.4%
Employees Within Range	75	\$3,676,375.42	\$3,676,375.42	\$0.00	0.0%
Employees Above Maximum	3	\$238,440.80	\$238,440.80	\$0.00	0.0%

Option 2 - Move to Minimum or 2% Increase

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	90	\$ 4,280,677.82	\$ 4,368,922.45	\$ 88,244.63	2.1%
Employees Below Minimum	12	\$ 365,861.60	\$ 396,447.50	\$ 30,585.90	8.4%
Employees Within Range	75	\$ 3,676,375.42	\$ 3,734,034.15	\$ 57,658.73	1.6%
Employees Above Maximum	3	\$ 238,440.80	\$ 238,440.80	\$ -	0.0%

Option 3 - Move to Minimum + .5% per Years of Service

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	90	\$ 4,280,677.82	\$ 4,428,180.58	\$ 147,502.76	3.4%
Employees Below Minimum	12	\$ 365,861.60	\$ 404,202.54	\$ 38,340.94	10.5%
Employees Within Range	75	\$ 3,676,375.42	\$ 3,785,537.25	\$ 109,161.83	3.0%
Employees Above Maximum	3	\$ 238,440.80	\$ 238,440.80	\$ -	0.0%

Public Safety Pay Plan

Title	Minimum	Midpoint	Maximum	Market Midpoint	Range Spread
Probationary Police Officer		\$52,500			
Police Officer 1st Class	\$53,000	\$55,500	\$58,000		9%
Police Corporal	\$53,000	\$56,500	\$59,000	\$52,819	11%
Police Sergeant	\$54,000	\$57,800	\$60,000	\$57,820	11%
Police Lieutenant	\$58,000	\$61,800	\$67,000	\$61,784	16%
Police Captain	\$64,000	\$67,700	\$70,000		9%
Police Chief	\$68,000	\$71,000	\$110,000	\$71,009	62%
Probationary Firefighter		\$52,500			
Firefighter 1st Class	\$53,000	\$55,500	\$58,000		9%
Fire Marshall	\$53,000	\$56,500	\$59,000	\$54,580	11%
Fire Lieutenant	\$54,000	\$57,500	\$60,000	\$57,317	11%
Fire Captain	\$58,000	\$60,000	\$66,000	\$57,603	14%
Fire Division Chief	\$61,000	\$63,000	\$68,000		11%
Fire Deputy Chief	\$63,000	\$66,500	\$70,000	\$63,571	11%
Fire Chief	\$70,000	\$74,400	\$110,000	\$74,427	57%

Public Safety Costing Analysis

Department	Division	Hours per Year	Salary	Project Title	Min	Mid	Max	Range Category
Fire		2756	\$57,125.38	Fire Captain	\$58,000	\$60,000	\$66,000	Below
Fire		2756	\$57,125.38	Fire Captain	\$58,000	\$60,000	\$66,000	Below
Fire		2756	\$57,125.38	Fire Captain	\$58,000	\$60,000	\$66,000	Below
Fire		2080	\$59,306.00	Fire Division Chief	\$61,000	\$63,000	\$68,000	Below
Fire		2080	\$52,052.52	Probationary Firefighter	\$52,500	\$52,500	\$52,500	Below
Police		2080	\$52,052.52	Probationary Police Officer	\$52,500	\$52,500	\$52,500	Below
Police		2080	\$57,835.96	Police Lieutenant	\$58,000	\$61,800	\$67,000	Below

Public Safety Implementation Scenarios

Option 1 - Move to Min

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	46	\$2,613,356.98	\$2,618,733.84	\$5,376.86	0.2%
Employees Below Minimum	7	\$392,623.14	\$398,000.00	\$5,376.86	1.4%
Employees Within Range	39	\$2,220,733.84	\$2,220,733.84	\$0.00	0.0%
Employees Above Maximum	0	\$0.00	\$0.00	\$0.00	#DIV/0!

Option 2 - Move to Minimum or 2% Increase

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	46	\$ 2,613,356.98	\$ 2,663,148.52	\$ 49,791.54	1.9%
Employees Below Minimum	7	\$ 392,623.14	\$ 398,000.00	\$ 5,376.86	1.4%
Employees Within Range	39	\$ 2,220,733.84	\$ 2,265,148.52	\$ 44,414.68	2.0%
Employees Above Maximum	0	\$ -	\$ -	\$ -	#DIV/0!

Option 3 - Move to Minimum + .5% per Years of Service

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	46	\$ 2,613,356.98	\$ 2,682,464.27	\$ 69,107.29	2.6%
Employees Below Minimum	7	\$ 392,623.14	\$ 403,935.00	\$ 11,311.86	2.9%
Employees Within Range	39	\$ 2,220,733.84	\$ 2,278,529.27	\$ 57,795.43	2.6%
Employees Above Maximum	0	\$ -	\$ -	\$ -	#DIV/0!

Appendix I: Resumes

Vicki Vogel Hellenbrand, CPA

Vicki Vogel Hellenbrand is Baker Tilly's firmwide public sector practice leader



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Education

Bachelor of Science in accounting
 University of Wisconsin-La Crosse

Registered Municipal Advisor with the
 Securities and Exchange Commission

She joined Baker Tilly in 1991 and currently serves as partner and leader of the public sector practice group. Her experience includes providing financial consulting services related to user fees, financial planning and impact fees. She is also actively involved in helping governmental entities negotiate with developers, facilitate regional organizational structure development and provides expert witness testimony. Vicki is MSRB Municipal Advisor Series 50 Qualified.

Professional experience

- Provides consulting services for governments and public utilities including multi-year financial and capital forecasts, budget assistance, borrowing assistance, development of continuing property records and compliance review for outside agencies
- Partner-in-charge of local government, municipal electric, water and sewer utility financial audits
- Partner-in-charge of accounting and auditing services for Tax Incremental Financing (TIF) districts
- Conducts financial risk assessments and internal control evaluations
- Develops electric, water, stormwater and sewer revenue requirements; cost-of-service allocations; and rate design
- Assists with retail utility service agreement negotiations related to large industrial developments and intergovernmental agreements
- Provides impact fee studies and implementation for water, wastewater, stormwater, library, parks/recreation and public safety projects
- Testifies as an expert witness before regulatory agencies, courts, and local governing bodies to support utility rate adjustments, special assessments and impact fees
- Provides fiscal impact studies of community mergers and for large industrial and residential developments
- Performs consulting services to improve operational efficiencies and enhance internal controls
- Member of Baker Tilly's Board of Partners
- Member of the Baker Tilly Foundation Board
- President and CEO of Baker Tilly Municipal Advisors, LLC

Vicki Vogel Hellenbrand, page 2

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- AICPA Technical Issues Committee, government zone
- Wisconsin Institute of Certified Public Accountants
- Government Finance Officers Association (GFOA)
- GFOA special reviewer
- Wisconsin Government Finance Officers Association
- Illinois Government Finance Officers Association
- Wisconsin Waterworks Association
- PSC/AWWA Regulatory Liaison Committee, Wisconsin chapter
- American Water Works Association/Regulator Affairs Liaison Committee, Wisconsin chapter member
- Speaks on accounting and financial reporting topics at national and regional conferences, as well as at Baker Tilly-sponsored seminars
- Authors various accounting articles published regionally and nationally

Thought leadership

- Contributing author in the APPA Advanced Accounting Manual
- Contributor to the Governmental Accounting Standards Board (GASB) Implementation Guide for Leases

Caitlin M. Humrickhouse, MPA, SWP

Caitlin Humrickhouse, senior consulting manager with Baker Tilly, has been with the firm since 2012.



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Education

Master of Public Administration with concentration in financial management
 University of Illinois at Chicago

Bachelor of International Business
 Bachelor of Spanish
 University of Illinois at Urbana–Champaign

Caitlin is a Strategic Workforce Planner with a deep understanding of succession planning and strategic human capital management. Caitlin's other areas of expertise include benchmarking, organizational redesign and system needs assessment and selection. Prior to joining the firm, she worked at the University of Illinois at Chicago performing program and market analyses for an online education unit.

Specific experience

- Provides management consulting services with a focus on resource optimization, assisting governmental entities in their efforts to ensure the resources available (people, processes and technology) are utilized in the most efficient manner
- Reviews and redesigns core business processes to enhance internal controls, align with industry best practices, leverage available technology and create efficiencies
- Performs organizational structure analyses for local governments, examining the current state versus the future optimal state of job functions and departments
- Offers technology needs assessment and system selection services to help organizations achieve strategic goals by leveraging technology
- Prepares organizations to be sustainable and resilient in the face of workforce challenges and fiscal pressure through the application of operational and organizational reviews, succession planning and technology implementation

Industry involvement

- Illinois Association of Municipal Management Assistants
- Illinois City/County Management Association (ILCMA)
- Institute of Internal Auditors (IIA)
- International City/County Management Association (ICMA)

Caitlin M. Humrickhouse, page 2

Community involvement

- Step Up
- Chicago Chapter of the U.S. National Committee for United Nations Women

Thought leadership

- "Cell phone policies: how to reduce risk," ICMA webinar, 2017
- "Creating a sustainable organization: the intersection of finance, technology and human capital," Baker Tilly webinar, 2017
- "Cybersecurity: guarding your organization's assets against attack," Baker Tilly webinar, 2017
- "Enterprise resources planning system selection best practices," American Public Power Association (APPA), 2017 (co-author)
- "Remote workplaces: leveraging technology and developing infrastructure," ICMA webinar, 2017
- "Risks and considerations for ERP systems implementations," IIA Southern Regional Conference, 2017
- "Best practices for assessing and selecting an enterprise resource planning system," Baker Tilly webinar, 2016
- "Best practices for ERP system procurement," bakertilly.com, 2016
- "Cybersecurity: not just an IT issue," ILCMA Metro Managers Luncheon, 2016
- "Preserving a vibrant workforce: establishing sustainable succession planning program," APPA, 2016 (co-author)
- "Success in succession planning," APPA webinar, 2016
- "Success in succession planning: building a program that works," ICMA webinar, 2016
- "Succession planning," Baker Tilly Utility University, 2015

Steve Miner, Ed.D., J.D.

Steve Miner, a director with Baker Tilly's human capital practice, has more than 35 years of experience in helping local governments achieve their goals.



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Education

Doctor of Education in human resources
The George Washington University, Graduate School
of Education and Human Development (Washington, D.C.)

Juris Doctorate
Cumberland School of Law, Samford University
(Birmingham, Alabama)

Bachelor of Arts, history
The University of Virginia's College at Wise
(Wise, Virginia)

Steve specializes in compensation and workforce services, and organizational performance. He has a lengthy background in public management, human and organizational performance and local government law.

Specific experience

- Pay plans and systems
- Classification consulting
- Organizational assessment/performance
- Employee retention
- HR audits
- Strategic workforce planning
- Served chief administrative roles in various Virginia localities, as well as serving as deputy chief administrative officer and human resources director
- Designed and implemented organizational performance management systems
- Specializes in challenging group dynamics affecting organizational performance

Industry involvement

- International City/County Managers Association (ICMA)
- Society for Human Resource Management (SHRM)
- Association for Talent Development (ATD)
- International Public Management Association for Human Resources (IPMA-HR)

Continuing professional education

- UVa Weldon Cooper Senior Executive Institute
 - Certified Myers-Briggs Type Indicator
- Certification Pending, TTI Disc, Driving Forces, Motivators

David W. Eisenlohr

David Eisenlohr, a managing director at Baker Tilly, is a member of the firm's state and local government consulting practice.



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Education

Master of Public Administration
Edwin O. Stene Program
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science
Texas A&M University (College Station, Texas)

David has helped state and local government organizations improve their performance and results for more than 30 years, first as an operational manager and then as a highly regarded management consultant. An insightful analyst and skilled facilitator, he works closely with governing bodies and senior leadership teams to help them develop strategic clarity, establish priorities, improve organizational performance, and their streamline business processes and technologies.

Before joining Baker Tilly, David founded and managed The Azimuth Group, Inc., a boutique municipal consulting firm. He also held key leadership roles in the state and local government consulting practices of Arthur Andersen LLP and MAXIMUS, as well as leading the Dallas, Texas office of Ralph Andersen & Associates.

David began his career serving in analytical and leadership roles in local government. He was a Budget Analyst with the City of San Antonio, Texas, where he led the city's internal management and analysis and performance improvement team. He subsequently served as an Assistant City Manager in the City of Grand Prairie, Texas.

Specific Relevant Experience

- Over the course of his consulting career with both Baker Tilly and other consulting firms, David has conducted numerous assignments for law enforcement-related agencies including:
- Police and Sheriff's Office staffing and resource utilization analyses for Wright County, MN; City of Arlington, Texas; City of Hickory, NC; City of Long Beach, CA; Village of Woodridge, Illinois; and the Dallas Area Rapid Transit Police.
- Public safety overtime analysis for the Dallas County, Texas Sheriff's Office and the Town of Highland Park, Texas.
- Public safety dispatch center organizational and staffing analyses for the cities of Casper, Wyoming and Mesquite, Texas and the Tarrant County 9-1-1 Emergency Communications District.

David W. Eisenlohr, page 2

Specific Experience (continued)

- Evaluation of municipal court and warrant services processes and technologies for the cities of Addison, Fort Worth and University Park, Texas.
- Development of a police service impact model for the City of Costa Mesa, California police department.
- Conduct of an organizational climate and employee engagement assessment of the Police and Fire Departments of the City of Kennedale, Texas.
- Facilitation of the Irving, Texas Police Department’s command team in the development and update of the agency’s strategic plan. Analysis of the financial management processes and practices of the Ramsey County, MM Community Corrections Department.
- Dozens of organization-wide classification, compensation market analyses and pay plan development projects for cities and counties including police, fire, and courts personnel.
- Governing body and departmental strategic planning for multiple cities and counties, public safety agencies, special purpose districts and authorities, professional associations, and not-for-profit organizations.
- Organizational assessment and process improvement studies for virtually every core local government service function including:
 - Development services, inspection and code enforcement
 - Finance, accounting, and procurement
 - Human capital management, classification and compensation, and performance management
 - Public works, engineering, and utilities
 - Parks and recreation
 - Public transportation and transit.
 - Information technology strategic planning and assessment, software requirements gathering, and system selection.

Industry Involvement

- International City/County Management Association (ICMA)
- Texas City Management Association (TCMA)
- Government Finance Officers Association of Texas (GFOAT)

Thought leadership

- “Surviving a management audit,” Center for Criminal Justice Research & Training, April 2009
- “Strategic information technology for executive leaders,” New and Emerging City Managers Roundtable, North Central Texas COG, October 2013
- “Intensive care for under-performing organizations,” Government Finance Officers Association of Texas Fall Conference, November 2010
- “Business intelligence for municipal government,” Government Finance Officers Association of Texas Fall Conference, November 2009
- “Alternative service delivery: a risky business,” Government Finance Officers Association of Texas Spring Institute, April 2008
- “Change management: addressing the soft side of project risk,” MAXU webinar, MAXIMUS, Inc., July 2007

Glenn M. Theriault, MPA

Glenn Theriault, a policing subject matter expert with Baker Tilly, is a retired police chief and assistant city manager with more than 25 years of government and management experience.



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Education

Master of Public Administration
Northern Illinois University (DeKalb, IL)

Police Staff and Command Graduate
Northwestern Illinois University (Evanston, IL)

Bachelor of Science in Law Enforcement
Administration
Marian University (Fond Du Lac, WI)

Glenn is an experienced local government professional who focuses his municipal management consultant work primarily on public safety and city administration. Prior to joining Baker Tilly he served in all capacities of law enforcement, to include Police Chief. Glenn also served as an Assistant City Manager who was tasked with streamlining service operations throughout the city while creating equitable justice in municipal enforcement.

Additionally, Glenn has significant public and private sector experience in the selection, deployment, and management of government software systems. Glenn has participated and led a variety of organizational management studies, staffing analyses, organizational development and process improvement assessments, as well as law enforcement policy assessments.

Specific Experience

- Conducted an organizational assessment of all aspects of the Rochester, NY public safety operations as part of a city-wide analysis.
- Performed an organizational assessment of the Elkhart County Community Corrections program to identify key gaps in the administration, operations, and funding of the program as well as the program's relationship with other entities to include the courts and sheriff's office.
- Conducted an overtime study for one of 5 largest cities in the United States, focusing on any relational gaps between the courts and the police and recommending solutions that significantly reduce overtime costs.
- 25 years of hands-on local government leadership with experience in all aspects of law enforcement as well as city management, public works, code enforcement, and finance, fleet, and facility management.
- Proven project management experience in the analysis, review, and implementation of new policing strategies, public works initiatives, administrative adjudication services, and software implementation.

Industry Involvement

- International Association of Chiefs of Police (IACP)
- International City/County Management Association (ICMA)
- FBI Law Enforcement Executive Development Association (FBILEED)
- Illinois Association of Chiefs of Police (ILACP)
- Illinois City/County Management Association (ILCMA)

Jada Kent, MPA, CCP

Jada Kent, a Manager at Baker Tilly, has been with the firm since 2015.



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Education

Master of Public Administration
University of Texas at Dallas

Bachelor of Arts, U.S. History,
political science, pre-law
University of North Texas

Jada is a Manager in the Plano, TX office experienced and passionate about providing human capital and management consulting services to public sector clients. She has provided a variety of services related to job classification, compensation, executive recruitment, and organizational management for Baker Tilly. Formerly, Jada served active duty as a Public Affairs Specialist with the 7th MPAD in the United States Army and after with the 136th AW in the Texas Air National Guard.

Specific experience

- Serves as a subject matter expert in public sector compensation by providing guidance and advisory to clients regarding strategy, legal compliance, and competitiveness.
- Utilizes industry best practices to provide salary gap analysis using data collected through a custom market survey. This includes assisting clients in defining their competitive labor market and identifying their desired position in the market.
- Provides client training and assistance in the development of a formal or informal compensation philosophy.
- Conducts compensation plan and pay policy reviews to ensure compliance with FLSA, ADA, EEOC, Pay Equity, and more, to include State and local regulations.
- Assists clients with establishing/recalibrating internal equity by conducting job evaluation, this includes a review of job titles as well as the need for position consolidation or reclassification.
- Experienced in developing new base pay structure(s) and revising existing structures to ensure clients are competitive in attracting and retaining necessary talent.
- Collaborates with clients to establish creative classification and compensation plan implementation solutions, including scenarios which combat pay equity and/or pay compression issues as well as a costing analysis for budgeting purposes.

Experience with the following types of entities: Cities, Counties, State Legislatures, Judicial Branch, Libraries, Housing Authorities, Municipal Associations, Power Agencies, Public Schools (K-12), Transportation Authorities, Utilities, and Water/Wastewater Authorities.

Jada Kent, page 2

Continuing Professional Education

- Certified Compensation Professional (CCP)
- Society for Human Resources Management Certified Professional (SHRM-CP) – *in progress*

Industry/Community Involvement

- North Texas Compensation Association (NTCA)
- NTCA Compensation Career Exploration Program Committee
- World at Work, Total Rewards Association
- International Public Management Association for Human Resources (IPMA-HR)
- North Texas Chapter, National Forum for Black Public Administrators (NFBPA)

Thought Leadership

- Panelist on “How to attract and retain talent in organizations,” University of Texas at Dallas, Public & Nonprofit Management Program 2020
- “Keeping classification and compensation up-to-date during COVID-19,” CommuniTIES: A Baker Tilly public sector podcast 2020
- “Don’t be a (title) creep,” bakertilly.com 2021
- Panelist on “Talent management in a post-pandemic world”, Resiliency on the Rise: Baker Tilly Public Sector Virtual Summit 2021
- “Salary benchmarking: selecting peer organizations for comparison,” bakertilly.com 2021

Allison LeMay, MPA, IPMA-CP

Allison LeMay, consulting manager, with Baker Tilly, joined the firm in 2016.



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Education

Master of Public Affairs
 Concentration in Public Financial Management
 and Policy Analysis
 Paul H. O'Neill School of Public and
 Environmental Affairs – Indiana University
 (Bloomington, IN)

Bachelor of Arts in Spanish Area Studies and
 Pre-Medicine
 Kenyon College (Gambier, OH)

Allison has fourteen years of experience working with cities, counties, K-12 districts and public authorities. She is passionate about helping entities effectively develop, manage and engage their employees to best meet organization-wide goals and objectives. She provides guidance and practical solutions for communities in context of changing workforce demographics, geographic constraints and budget limitations.

Prior to joining Baker Tilly, Allison worked across a variety of public sector and HR practices, including a fellowship with Marion County, Indiana's Information Services Agency and as a public sector health benefits consultant, advising on multi-year benefit package planning to help public entities recruit and retain top talent. She is a certified, public sector HR professional through the International Public Management Association for Human Resources (IPMA-HR).

Specific experience

- Manages HR department re-organization and process reviews to build a reporting structure, controls, and District for streamlined operations and increased internal productivity for improved customer service
- Creates multi-year plans to transition clients' HR workforce to meet the technical, analytical and technological needs for strategic human capital management
- Collaborates with clients to establish HR key performance indicators and support metrics based on client goals (i.e.: increased diversity, improved applicant pools, better retention, etc.) to measure the effect of process changes and new programs to quantitatively inform future decisions
- Benchmarks against neighboring communities and "best in class" organizations for FTE staffing levels, organizational structure, technology use and programming to provide due diligence for clients to improve implementation success
- Leads policy reviews to evaluate federal compliance and procedure reviews with technology use analysis to implement HR industry best practices for improved work culture and productivity

Melanie Varghese

Melanie Varghese, senior consultant with the public sector team, joined Baker Tilly in 2019.



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Education

Bachelor of Science in behavioral and community health
 University of Maryland, College Park

Melanie specializes in business process improvement, risk and change management. She has managed teams in identifying program-related risks and has worked to develop mitigation strategies and contingency plans for large-scale organizations in both state and federal government.

Melanie has analyzed public sector organizations in several industries, including energy and utilities, oil and gas, human resources, education and health and human services. Additionally, she has strong experience engaging stakeholders, identifying areas of efficiency and providing recommendations in alignment with industry best practices.

Specific experience

- Conducts in-depth reviews of existing documentation and elevates pain points and solutions
- Leads business process reviews to identify areas of operational improvement in alignment with industry best practices
- Creates detailed process workflows highlighting stakeholders' roles and pain points
- Documents processes and detailed standard operating procedures
- Engages stakeholders through surveys, interviews and workgroups to identify areas of efficiency
- Gathers requirements needed to develop visual dashboards
- Communicates and facilitates working sessions with multiple stakeholder groups
- Serves clients in the human resources, oil and gas, education, health and human services industries

Community involvement

- Moveable Feast Volunteer
- Regional Service Team

Brenda Turner, CCP

Brenda Turner, a project manager with Baker Tilly, recently joined the firm in 2020.



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Education

Master of Business Administration
University of Texas (Dallas, Texas)
Bachelor of Business Administration
Dallas Baptist University (Dallas, Texas)

Brenda is a project manager on the human capital team. She is experienced in providing compensation design, implementation and program management services in a variety of industries. Before joining Baker Tilly, Brenda served in compensation leadership and analyst roles in the airline and technology industries. She has also served in finance and accounting roles in the hospitality and technology industries.

Specific experience

- Compensation structure design and implementation, including
- market-based and point factor approaches
- FLSA and internal pay equity analysis and implementation
- Job documentation and job description development and publication
- Base salary, short term and long term incentive design and program management
- Executive compensation VP to C-Suite to CEO program design and management
- Organization transactions (M&A, IPO, Private Equity)
- Compensation management technology design, implementation and administration

Industry involvement

- World at Work (WAW) Society for Human Resource Management (SHRM)

Continuing professional education

- Certified Compensation Professional (CCP)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: UPDATES BY TOWN
MANAGER

Meeting Date: October 26, 2021

Item Details

Presenter(s): Catherine Crosby, Town Manager

Department(s): Administration

Requested Motion

Updates on Town operations by Town Manager Catherine Crosby

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: October 26, 2021

Item Details

Presenter(s): Steve Adams, Real Estate & Public Utilities
Department(s): Administration

Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A

