



AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, August 18, 2020 at 6:00 PM

Council Chamber at Apex Town Hall, 73 Hunter Street

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: Drew Havens | 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](#) Mayor Jacques Gilbert

Presentation of Proclamation recognizing the League of Women Voters of Wake County

[PR2](#) John Bosio, Principal – MERJE with Jenna Shouse, Long Range Planner – Town of Apex

Presentation of updates on the Town of Apex Wayfinding Signage Program, including a summary of the Wayfinding Analysis Report and a proposed sign design concept.

CONSENT AGENDA

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

[CN1](#) Donna Hosch, Town Clerk

Motion to approve Minutes of the July 21, 2020 Work Session, the July 21, 2020 Regular Council Meeting, and the August 4, 2020 Regular Council Meeting

[CN2](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing for September 1, 2020 on the Question of Annexation – Apex Town Council's intent to annex Hector Cuales (Perry Hills Phase 6)

property containing 1.66 acres located at 0 and 1105 Tingen Road, Annexation #695 into the Town's corporate limits.

[CN3](#) Michael Deaton, Water Resources Director

Motion to approve and authorize the Town Manager to execute the same for an Encroachment Agreement between the Town and Colonial Pipeline Company (CPC) regarding an existing CPC easement located adjacent to the intersection of S. Salem Street and Sugarland Drive in Apex, NC.

[CN4](#) Angela Reincke, Parks and Greenways Planner

Motion to approve encroachment agreement with NCDOT relative to the Apex West-American Tobacco Trail greenway connection and authorize Town Manager to sign all necessary documents

[CN5](#) Mary Beth Manville, Human Resources Director

Motion to approve an amendment to the Town's Employee Assistance Program contract with Behavioral Health Services (BHS), extending the contract term to September 18, 2023.

[CN6](#) David Dillon, Deputy Fire Marshall

Motion to approve an Ordinance amending Section 20-164 with the addition of subsection (38) to enforce a No Parking restriction along both sides of Sunny Creek Lane and Windy Creek Lane, north and south of Evening Star Drive.

[CN7](#) Drew Havens, Town Manager

Motion to approve amendments to the Town's Special Event Policy to put into writing the existing position that use of town property for a special event at no cost is considered co-sponsorship of that event under our policy and to state more clearly that the Town will not co-sponsor political events.

[CN8](#) Jose Martinez, PW&T Director

Motion to approve a Cooperative Purchasing Agreement between the Town and Wake County concerning Disaster Debris Monitoring Services and to approve related Cooperative Purchasing Agreement with HDR Engineering, Inc. of the Carolinas and authorize the Town Manager to execute both agreements.

[CN9](#) Steve Adams

Motion to approve contract between the Town and Halle Properties to trade a Town owned property at Old Mill village for a Halle owned property on Hunter Street

REGULAR MEETING AGENDA

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

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large

groups are asked to select a representative to speak for the entire group.
Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

- [PH1](#) Liz Loftin, Senior Planner
Public Hearing and possible motion to approve Rezoning Application #20CZ06 204 & 206 Lynch Street. The applicant, Trinity Henderson, seeks to rezone approximately ±0.45 acres for the properties located at 204 & 206 Lynch Street, from High Density Single Family (HDSF) to High Density Single Family-Conditional Zoning (HDSF-CZ).
- [PH2](#) Amanda Bunce, Current Planning Manager
Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance as requested by Planning staff.

OLD BUSINESS

- [OB1](#) Colleen Merays, Downtown and Small Business Development Coordinator
Possible motion to modify current Parking-to-Dining Program layout adopted by Town Council on June 2, 2020 to new layout presented.
- [OB2](#) Drew Havens, Town Manager
Discussion and possible motion to adopt Temporary Ordinance Modifications extending the current suspension of utility disconnections and application of penalties and fees for unpaid utility balances.

UNFINISHED BUSINESS

NEW BUSINESS

- [NB1](#) Drew Havens
Discussion and possible motion to provide financial support for the Kissena Lane Affordable Housing project in the form of waivers of administrative fees and issuance of grants from the Affordable Housing Fund for Water and Sewer Capital Reimbursement Fees and Recreation Fees-in-lieu contingent upon application for annexation of the associated property into the Apex town limits.
- [NB2](#) Drew Havens, Town Manager
Possible motion to provide a one-time grant to the ADBA to cover expenses related to their now-cancelled PeakTique fund raiser.
- [NB3](#) Terry Mahaffey, Council Member
Discussion and possible motion to amend Section 14-33 of the Apex Code of Ordinances related to prohibited noises.

CLOSED SESSION

[CS1](#)

Mayor Pro Tem Dozier

Possible motion to go into Closed Session to discuss a personnel matter.

WORK SESSION

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: August 18, 2020

Item Details

Presenter(s): Mayor Jacques Gilbert
Department(s): Governing Body

Requested Motion

Presentation of Proclamation recognizing the League of Women Voters of Wake County

Approval Recommended?

N/A

Item Details

Mayor Gilbert will present the Proclamation to Dianna Wynn, President of the League of Women Voters of Wake County, recognizing their work in promoting citizen engagement.

Attachments

- Proclamation



Town of Apex, North Carolina

Proclamation

from the Office of the Mayor

100th ANNIVERSARY OF THE LEAGUE OF WOMEN VOTERS

WHEREAS, the movement to enfranchise women began in July 1848, at a convention in Seneca Falls, New York; and

WHEREAS, the women's suffrage movement led to the passage by Congress of the 19th Amendment to the Constitution of the United States in 1919 and was ratified by the states by the summer of 1920; and

WHEREAS, the National Women's Suffrage Association dissolved in 1920 to create the League of Women Voters of the United States for the purpose of educating voters and registering women to vote; and

WHEREAS, the League of Women Voters of Wake County first met on September 27, 1920; and

WHEREAS, approximately 120,000 North Carolina women registered to vote for the November 1920 election; and

WHEREAS, women today constitute a majority vote in North Carolina and in the United States, are running for office in greater numbers, and are more active in the election process than ever before in history;

NOW, THEREFORE, be it Resolved that the Apex Town Council recognizes the historic impact of the 19th Amendment on women's voting rights and on the civic life of women in our community, in North Carolina, and in the nation, and be it further Resolved that the Town of Apex recognizes the League of Women Voters of Wake County for their work to promote citizen engagement since their founding in 1920.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the Seal of the Town of Apex, North Carolina
to be affixed this the 18th day of August 2020

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: August 18, 2020

Item Details

Presenter(s): John Bosio, Principal – MERJE with Jenna Shouse, Long Range Planner – Town of Apex

Department(s): Planning and Community Development

Requested Motion

Presentation of updates on the Town of Apex Wayfinding Signage Program, including a summary of the Wayfinding Analysis Report and a proposed sign design concept.

Approval Recommended?

N/A

Item Details

N/A

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Office of the Town Clerk

Requested Motion

Motion to approve Minutes of the July 21, 2020 Work Session, the July 21, 2020 Regular Council Meeting, and the August 4, 2020 Regular Council Meeting

Approval Recommended?

Yes

Item Details

Attachments

- July 21, 2020 Work Session Minutes
- July 21, 2020 Regular Meeting Minutes
- August 4, 2020 Regular Meeting Minutes





SPECIAL TOWN COUNCIL WORK SESSION

Tuesday, July 21, 2020 at 5:00 PM

Training Rooms A and B at Apex Town Hall, 73 Hunter Street

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: Drew Havens | 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 Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings, and Terry Mahaffey. Also in attendance were Town Manager Drew Havens, Assistant Town Managers Shawn Purvis and Marty Stone, Town Clerk Donna B. Hosch, Town Attorney Laurie L. Hohe, Senior Transportation Engineer Russell Dalton, Long Range Planning Manager Shannon Cox, Planning and Community Development Director Dianne Khin, Public Works & Transportation Director Jose Martinez, Sustainability Program Coordinator Megan Pendell, and Sustainability Analyst Valeria Mera.

Several interested citizens were also in attendance.

COMMENCEMENT

Mayor Gilbert called the Work Session to order.

Staff outlined the main reasons DOT is having funding issues. Talked about was COVID relief funding and what it is scheduled to go towards. Council stated funding is still available that has not been dispersed.

DOT has stated that any projects not under construction will be delayed. Staff stated those projects for Apex which will be delayed. We have two projects ready to bid, but DOT will not let us move forward with these. We offered to defer our return, but DOT rejected this offer. We have three projects ready for construction authorization, but they will also be delayed.

Staff stated we are approaching the next application schedule. Explained was the time frame it takes from submittal of projects to the awarding of funds. We have successfully pursued LAPP funding for Town projects, and staff outlined those projects.

Responding to Council, staff talked about alternative funding sources. There is some funding for transit and greenways, but not for sidewalks. Staff talked about how bus route start dates would be affected if we can't build bus stops. Staff talked about projects using funding reserves and what projects we do have some funding for. Explained was that we can move forward with the bidding of projects, but we would not receive federal funds for these.

Staff stated the funding picture is changing regularly, and there is a monthly regional meeting with DOT from which we receive updates. Most municipalities don't have funding to move forward with projects on their own. Conversation ensued about bidding projects now which would come in lower than if we wait and don't get federal funding in the end.

Staff stated that bus ridership has declined across the county. It could decline even more if there is not a COVID vaccine by April of 2021. Staff talked about projects that we could possibly do today with possible lower pricing and the risks in doing so. Explained was how it would be costly to separate out the different aspects of a project. Staff stated we plan to keep working to move projects forward. We could bid out a particular project just to see what the cost would be, but it would not be advisable to do so for several projects.

Council stated he doesn't want to do nothing this year. Moving now would be a good way to get things done cheap, as prices will skyrocket in the future. Staff stated we do have projects that are not federally funded. The Chatham Street sidewalk project would be a good one to continue on with.

Consensus of Council was to keep moving forward with current projects and reporting back to Council with updates.

There was brief conversation about the Peakway bridge, its delays, and possible ways that we could move forward with this.

ADJOURNMENT

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

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor



REGULAR TOWN COUNCIL MEETING

Tuesday, July 21, 2020 at 6:00 PM

Council Chamber at Apex Town Hall, 73 Hunter Street

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: Drew Havens | 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 Brett D. Gantt, Audra M. Killingsworth, Cheryl F. Stallings, and Terry Mahaffey. Also in attendance were Town Manager Drew Havens, Assistant Town Manager Shawn Purvis, Town Clerk Donna B. Hosch, and Town Attorney Laurie L. Hohe

COMMENCEMENT

Mayor Gilbert called the meeting to order. He read a statement of diversity and inclusion related to religion and asked for a private moment of silence, after which he gave the Invocation and led the Pledge of Allegiance.

PRESENTATIONS

There were no Presentations to be made.

CONSENT AGENDA

CN1 Donna Hosch, Town Clerk

Minutes of the June 2, 2020 and June 16, 2020 Regular Council Meetings

CN2 Amanda Bunce, Current Planning Manager

Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of June 16, 2020

CN3 Sarah Van Every, Senior Planner

Statement of the Town Council for Rezoning Case #19CZ22 Wolfe Properties PUD, Josh Swindell, Envision Homes, LLC/Tony Streeter & Timothy V. Karr, Billy Ray Wolfe, Sarah W. Ronk, Willie T. Jr and Donna G. Wolfe, William D. II and Gaile E. Bunce, and John Terry

Paton for the property located on 1405, 1409, 1209 & 1401 Wimberly Road and 1012 & 1000 Double Helix Road

CN4 Sarah Van Every, Senior Planner

Statement of the Town Council and Ordinance for Rezoning Case #19CZ23 2524 & 2604 Kelly Road, Brian Griffith petitioner, for the properties located on 2524 & 2604 Kelly Road

CN5 Lauren Staudenmaier, Planner I

Statement of the Town Council and Ordinance for Rezoning Case #20CZ03, Patrick Kiernan, Jones & Cnossen Engineering, PLLC./Cathleen & Kenneth Watson petitioners, for the property located on 1200 James Street

CN6 Dianne Khin, Director

Resolution Directing the Town Clerk to Investigate Petition Received, Certificate of Sufficiency by the Town Clerk, and Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Charles and Annette Herndon and J Dallas Herndon Heirs (Tullamore) property containing 10.1869 acres located at 1745 and 1805 Holt Road, Annexation #686 into the Town's corporate limits

CN7 Dianne Khin, Director

Resolution Directing the Town Clerk to Investigate Petition Received, Certificate of Sufficiency by the Town Clerk, and Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Faithwill Homes, LLC (Ananda at Bella Casa) property containing 2.0058 acres located at 2708 Blazing Trail Drive, Annexation #691 into the Town's corporate limits

CN8 Dianne Khin, Director

Resolution Directing the Town Clerk to Investigate Petition Received, Certificate of Sufficiency by the Town Clerk, and Resolution Setting Date of Public Hearing on the Question of Annexation – Apex Town Council's intent to annex Construction Masters, LLC (Humie Olive Place) property containing 2 acres located at 7904 Humie Olive Road, Annexation #694 into the Town's corporate limits

CN9 Marty Stone, Assistant Town Manager

Authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town and property owner, Tri Pointe Homes, Inc. regarding Wake County, NC PIN#0742-68-5065, 816 Amley Place, as recorded in Book of Maps 2020, Page 205, Wake County Register of Deeds

CN10 Marty Stone, Assistant Town Manager

Authorization for the Town Manager to execute the same for and Encroachment Agreement between the Town and property owner, Tri Pointe Homes, Inc. regarding Wake County, NC PIN#0742-68-5061, 820 Amley Place, as recorded in Book of Maps 2020, Page 205, Wake County Register of Deeds

CN11 Marty Stone, Assistant Town Manager

Authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town and property owners, James T. Macdonell and wife Katharine G. Macdonell regarding Wake County, NC PIN#0722-64-5123, 2671 Timken Forest Drive, as recorded in Book of Maps 2008, Page 34, Wake County Register of Deeds

CN12 Marty Stone, Assistant Town Manager

Authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town and property owner, Pulte Home Company, LLC., regarding Greenmoor Phase 1B Subdivision as shown on the plat recorded in Book of Maps 2017, Pages 1027-1031, Wake County Register of Deeds

CN13 David Wood, Halle Cultural Arts Center Manager

Resolution designating Apex, North Carolina as a BEE CITY USA® affiliate

CN14 Amanda Bunce, Current Planning Manager

Resolution reaffirming Sarah Van Every as a Wake County Review Officer subsequent to her changing her name from Sarah M. Rayfield to Sarah Van Every. She is already recognized as a Wake County Review Officer in order to certify that each map and plat presented to the Wake County Register of Deeds for recording satisfies the statutory requirements for recording.

CN15 Russell Dalton, Senior Transportation Engineer

Resolution to Support Vision Zero Apex

CN16 Drew Havens, Town Manager

Amendment to the current Apex Farmers Market Special Event Permit to allow for drive-thru pickup along Seaboard Street on each Saturday, beginning July 11, 2020 and ending April 24, 2021, to close marked parking spaces along the east side of Seaboard Street from 8:00 a.m. until 1:00 p.m. these days, and rescind the prior approval to close the Depot parking lot for the Farmer's Market

CN17 John Letteney, Chief of Police

Contract for Off-Duty Police Officer Services provided to the Wake County Public School System (WCPSS) and authorization for the Chief of Police to execute the contract

CN18 John Letteney, Chief of Police

NC Governor's Highway Safety Program Local Government Resolution

CN19 Dennis Brown, Construction Project Manager

Renewal of lease with NC SECU and authorization for the Town Manager to sign lease for new ATM to be located in the new Mason Street parking lot near the Community Center

CN20 Eric Neumann

Authorization for the Town Manager to execute the same for an Encroachment Agreement and a Utility Relocation Agreement between the Town and NCDOT. Remove overhead fiber line and relocate to underground.

CN21 Drew Havens, Town Manager

Ordinance to amend the Apex Town Code Chapter 20 related to Towing

CN22 Donna B. Hosch, Town Clerk

Apex Tax Report

Town Manager Havens stated there was a requested add on item: Resolution supporting clean water and the continued monitoring, testing, and removal of regulated contaminants to ensure Apex's drinking water remains safe.

Mayor Gilbert called for a motion to adopt the Consent Agenda. Council Member Mahaffey made the motion with the addition of the stated Resolution;

Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

REGULAR MEETING AGENDA

Mayor Gilbert called for a motion to adopt the Regular Meeting Agenda. Council Member Killingsworth made the motion; Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

PUBLIC FORUM

Larry Harris, Sr., representing the Friendship community, made a presentation to Mayor Pro Tem Nicole Dozier for her efforts in recognizing Juneteenth as a Town holiday. He expressed his appreciation to the entire Council for their recognition of the holiday and the significance of this action. Mr. Harris stated we are moving from protest to policy, and he wants to see us continue to do the good things that change our lives and redeem those who have suffered the oppression of slavery.

Mr. Harris stated his gratitude to MPT Dozier for pushing this action forward. He stated the community's gratitude and presented her with the gift of a Juneteenth tee shirt, which she wore for the remainder of the meeting. MTP Dozier thanked Mr. Harris and the community.

PUBLIC HEARINGS

PH1 Sarah Van Every, Senior Planner

Rezoning Application #20CZ05 West Village PUD Amendment. The applicant, Josh Decker, McAdams Company, seeks to rezone approximately 35.36 acres located at 2412 Kelly Road (PIN 0731331798) from Planned Unit Development-Conditional Zoning (PUD-CZ #15CZ33) to Planned Unit Development-Conditional Zoning (PUD-CZ)

Staff oriented Council to the rezoning specifics. A neighborhood meeting was held. An email from neighbors Mr. and Mrs. Tim Donnelly was read in support of the request. Planning Board and staff recommended approval with conditions offered by the applicant.

Responding to Council, staff answered questions about the 40-foot buffer. Josh Decker, representing McAdams Company, explained the situation with the buffer, stating that their action was to the satisfaction of one of the neighbors.

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

Mayor Gilbert called for a motion to approve the rezoning. Council Member Mahaffey made the motion; Council Member Killingsworth seconded the motion.

The motion carried by a 5-0 vote.

PH2 Shelly Mayo, Planner II

Quasi-Judicial - Revised Major Site Plan for 540 Flex and Business Park located at 1600 Olive Chapel Road. The subject properties are identified on Wake County Tax Maps as PINs 0732235461 & 0732234710.

Mayor Gilbert read a statement outlining the process of the Quasi-Judicial Hearing.

Mayor Gilbert declared the Public Hearing open. All those wishing to speak were sworn in by the Town Clerk.

All Council Members stated they had no communication with the applicant, there were no financial conflicts, and that they could all decide the matter impartially. None had viewed the site.

OPENING STATEMENT BY STAFF: Staff member Shelly Mayo stated her credentials and employment history.

She then oriented Council to the site. A portion of the plan which needed to be adjusted would be discussed this evening. A virtual neighborhood meeting was held. The project complied with all UDO standards.

OPENING STATEMENT BY APPLICANT: David Godfrey, Savage & Godfrey, representing the applicant, stated staff eloquently and accurately reflected the reasons for this request.

CROSS EXAMINATION OF STAFF BY COUNCIL: Council asked about the loss of canopy cover and if this had been discussed with the applicant, staff stating it had not. However, a zoning condition added in 2018 did address tree screening. Responding to Council, staff stated there may be options for additional plantings on the property, but it would be the applicant's job to agree or disagree to doing so.

Responding to Council, staff addressed questions related to RCA.

CROSS EXAMINATION OF STAFF BY APPLICANT: Mr. Godfrey posed several questions to staff regarding the amendment.

There was no non-repetitive rebuttal from staff or the applicant.

TESTIMONY BY APPLICANT: Peter Cnossen, Jones Cnossen Engineering, stated his credentials and professional background and was presented as an expert witness.

Responding to Mr. Godfrey, Mr. Cnossen distributed to Council and into the record Exhibit A and Exhibit B which showed the area of interest. Mr. Cnossen further explained the details of the request and provided background as to why the request was being made. He stated all Standards and Requirements had been met or exceeded.

Mr. Cnossen confirmed to Mr. Godfrey that no tress had been removed in a particular area.

CROSS EXAMINATION OF APPLICANT: None.

REBUTTAL BY STAFF: None.

CLOSING ARGUMENTS BY STAFF: None.

CLOSING ARGUMENTS BY APPLICANT: None.

There were no questions or statements from Council related to the Checklist.

Mayor Gilbert declared the Public Hearing closed.

Mayor Gilbert called for a motion to approve the revised Plan. Council Member Mahaffey made the motion; Council Member Dozier seconded the motion.

The motion carried by a 5-0 vote.

PH3 Shannon Cox, Long Range Planning Manager

Amendments to the Transit Plan map and the Thoroughfare and Collector Street Plan map of the Comprehensive Transportation Plan

Staff oriented Council to the amendments related to rail and bus transit centers. Staff talked about the spacing of the stations and how this related to densities. Design constraints were viewed. Planning Board and staff recommended approval. The Transit Advisory Committee had not had an opportunity to formulate a recommendation; the amendment had been shared with them.

Responding to Council, staff answered questions related to bus stops.

Staff presented and detailed Scenarios 1 and 2 related to changes which would be further addressed in Public Hearing 4 related to the thoroughfare and collector maps. Staff outlined the similarities and differences between the two scenarios. There had been substantial public interaction. Staff recommended approval of Scenario 1 as did the Planning Board.

Staff responded to Council questions related to changes staff wished to see in Scenario 2. However, staff reminded Council it did not recommend this scenario. Because of that, if we were to move forward with this scenario, we would need to look at and evaluate any further any changes. Staff responded to questions related to the possible underestimate of traffic flow and impact.

and

PH4 Amanda Bunce, Current Planning Manager

Amendment to the 2045 Land Use Map and Rezoning Application #20CZ01 Depot 499 PUD. The applicant, Stephen Dorn, Lennar, sought to amend the 2045 Land Use Map classification of approximately 5.41 acres, a portion of 0 Apex Barbecue Road (PIN 0731761944), from Office Employment to High Density Residential and to rezone approximately 200.8 acres located at 0 Kelly Road; 1216, 1300, 1330, 1420, 1525, and 1604 S. Salem Street; 0 and 6401 Apex Barbecue Road from Residential Agricultural (RA) and Neighborhood Business-Conditional Zoning (B1-CZ #09CZ01) to Planned Unit Development-Conditional Zoning (PUD-CZ).

Staff oriented Council to the amendment and rezoning request. Two neighborhood meetings were held. An affordable housing zoning condition was offered by the applicant. The Parks, Recreation, and Cultural Resources Commission recommended a fee in lieu. Planning staff recommended approval of the amendment but not the rezoning unless changes were made by the applicant, those changes being identified. Planning Board did not recommend approval of the amendment or the rezoning and reasons why were stated.

Responding to Council, staff addressed questions about the design of the crossing presented by the applicant as well as the traffic impact analysis. Looking at the latter, staff recommended an alternative to the presented analysis to which the applicant agreed. Staff explained possible future concerns about widening of the bridge and other roadways. Staff recommendations were presented to the applicant.

Jamie Schweder, Parker Poe, representing the applicant, covered the key aspects of the development. She urged Council to approve Scenario 2.

Ronald Stevenson, Rainey Kemp and Associates, covered the two transportation pieces of this plan which were not necessarily exclusive of each other.

Betty Parker, Senior Director of Real Estate Services for the Wake County Board of Education, spoke about the need for schools in relation to the PUD. She spoke about their looking for sites for schools and the collaboration from the community to accommodate student capacity in the area. Ms. Parker spoke about the explosive growth in Apex and how this relates to their future build plans.

Responding to Council, Ms. Parker answered questions related to affordable housing, the prioritization of a pre-K and other types of centers, and getting the maximum use out of land space.

Mayor Gilbert called for ten-minute recess.

Upon returning to the meeting, Mayor Gilbert declared the Public Hearings open.

Emmett Haywood, attorney from Raleigh, accompanied by land owner Pam Utley, gave background on Ms. Utley's property which she agreed to sell for a new school. Also accompanying Ms. Haywood was property owner Cary Hunter whose land has been in his family since the 1700's. In 2010, DOT took most of Mr. Hunter's property, the remaining acreage now being landlocked. Mr. Hunter agreed to the selling a portion of his property to the school board. Both land owners asked for the rezoning to be approved, allowing

non-residential uses on their properties. Ms. Haywood talked about the grade separation bridge that would have a negative effect for the property owners.

Doug Poe, spoke about the farm where he lives, bought by his grandfather in 1930 because of the reputation of the school system. He spoke a bit about the Town back then and how the businesses met the needs of the people. Mr. Poe likes how Apex has planned for change. He thanked Lennar for their project and stated he supported the rezoning.

Responding to Council, Bob Zimmalt with McAdams, stated the new condition that they worked on with staff regarding grade separated crossings. He explained what a tower might look like and how it would function. Staff stated if this condition was approved, it would need to come back to Council for a bicycle and pedestrian systems plan map update amendment. Council questions were answered related to turn lanes. Responding to Council, staff spoke to the impact on traffic flow in the surrounding area resulting from the transportation improvements being offered. Ms. Schweder elaborated a bit more about intersections and the right of way of which DOT did not mandate approval.

Council heard recorded comment from Karen Davis related to the proposed amendments to the thoroughfare and street plan maps. She reiterated her concern for a reduction in the speed limit on a portion of the road and the resulting benefits to the residents.

Council heard recorded comment from Kathleen Freer related to the rezoning and her opposition to high density. She did not want the land use changed. The school system in itself should have been enough to deny the rezoning.

Mayor Gilbert declared the Public Hearings closed.

Responding to Council, staff spoke about the 35-mph speed limit and how it may not affect safety because of the road being a major collector street which would then go into a residential area. A speed study could be done if there were perceived problems in the future.

Council presented development figures for projects that are approved or pending.

Council was glad to see this type of mixed use and recognized that there is a high need for a school in this area.

Council stated he approved of the affordable housing aspect, tree canopy replacement, and infrastructure improvements. While there was not agreement on both sides for

everything, for a project this size, there was significant agreement on a lot of things. We are almost in a school crisis, and this project would solve that dilemma now and going into the future.

Council agreed with the uniqueness of the project. She was attracted to the affordable housing piece, tree preservation, aesthetic and cultural aspects, and the school and its varying centers.

Council stated this was not the original plan from 2004, but this was in the spirit of the plan. He was excited about the project and felt his neighborhood will benefit from the project, especially from the amenities that will be within walking distance. He hoped the commercial part would be a success.

Council stated she has enjoyed seeing the evolution of the project, her having met with the developers three times. The developers have done their utmost to comply with her requests, except for the transportation piece for which there was not total agreement. However, she was excited about the project.

Council Member Gantt made the motion to approve Scenario 2 from Public Hearing 03, with the thoroughfare and collector street plan map grouping and transit plan map amendments; Council Member Killingsworth seconded the motion.

Council stated he was appreciative of the dedication of staff and the Planning Board in defending the transit maps, and that he respected their judgments. We were about to make a trade off because of the need of a school. We were about to go in a different direction, and this was not a criticism of anything previously done.

Council stated he was disappointed with the transit portion. However, things needed to come together in order to get the commuter aspect going.

The motion carried by a 5-0 vote.

Mayor Gilbert called for a motion for Public Hearing 04. Council Member Killingsworth made the motion to approve the request with the Land Use Map amendment and the rezoning with the additional condition;

Council Member Gantt seconded the motion.

The motion carried by a 5-0 vote.

PH5 Amanda Bunce, Current Planning Manager

Various amendments to the Unified Development Ordinance

Staff oriented Council to the amendments. Responding to Council, staff stated the UDO does not have a definition of affordable housing right now, but that this is being worked on. Once completed, amendments to the UDO will come before Council. Planning Board recommended approval.

Council briefly mentioned he was interested in community gardens in neighborhoods.

Staff continued orienting Council to the amendments. The remaining three amendments proposed by Planning staff were outlined, the Planning Board recommending approval. Responding to the Mayor, staff stated there have been complaints in the past about parking at the high schools.

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

Mayor Gilbert called for a motion to approve the amendments. Council Member Mahaffey made the motion; Council Member Dozier seconded the motion.

Council spoke about his and additional Council being on the Planning Committee and things moving in the right direction through incremental changes.

The motion carried by a 5-0 vote.

OLD BUSINESS

There were no Old Business items for consideration.

UNFINISHED BUSINESS

There were no Unfinished Business items for consideration.

NEW BUSINESS

NB1 Nicole Dozier, Mayor Pro-Tem

Amendment of the Town's Personnel Policies to include June 19, Juneteenth, as a paid Town Holiday for employees

Council stated the current paid holidays. As chair of the Personnel Committee, Council stated Juneteenth is the oldest nationally-celebrated commemoration of the end of slavery in the United States. She presented the history of slavery leading to Juneteenth and stated that the Personnel Committee recommended approval of the request.

Council Member Dozier made the motion to amend Town policies to include June 19, Juneteenth, as a paid holiday for Town employees; Council Member Mahaffey seconded the motion; Council Member Stallings made a third to the motion.

Council asked if there was consideration for this day to be a replacement for a revenue neutral switch and possibly looking at programs which would benefit the community with the revenue. Council stated she did not think about this because the cost to the budget as provided by the Town Manager would be minimal. She thought about the cost of people wanting to celebrate or be proud of June 19th, and she spoke more about her reasons for this. Council stated she would be happy to call a Personnel Committee meeting to discuss this further, but that she would much rather give people more than less because we tend to get better productivity this way. Council spoke about how the current holidays are not questioned regarding the revenue factor.

Council talked about possibly using one of the Christmas holidays for Juneteenth. He spoke about his advocacy for the neighborhood grant program and how it would be a high impact for a high number of people at a relatively low cost. Further conversation ensued concerning not taking holidays away from people as the down time is needed.

Council stated there is a floating holiday available for different faith traditions.

Council thanked MPT Dozier for bringing this to Council. He additionally thanked Wake County Commissioner Holmes and Raleigh Mayor Baldwin for bringing forth this issue. Celebrating this holiday is one of the most effective ways to raise awareness.

The Mayor also thanked MPT Dozier for her leadership, as this was something she had been passionate about. He stated two young people planned a Juneteenth event downtown this year and how important this was to them. It is important that we take care of the youth in the future.

CLOSED SESSION

There were no Closed Session items for consideration.

WORK SESSION

There were no Work Session items for consideration.

ADJOURNMENT

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

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor



REGULAR TOWN COUNCIL MEETING

Tuesday, August 04, 2020 at 6:00 PM

Council Chamber at Apex Town Hall, 73 Hunter Street

Council and Administration

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

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

Town Manager: Drew Havens | Assistant Town Managers: Shawn Purvis and Marty Stone

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

Absent was Mayor Pro Tem Nicole L. Dozier

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

Mayor Gilbert called the meeting to order, read a statement of diversity and inclusion related to religion, and called for a moment of silence. Council Member Cheryl Stallings gave the Invocation, after which the Mayor led the Pledge of Allegiance.

PRESENTATIONS

PR1 Jessica Bolin, Environmental Engineering Manager

Introduction of newly hired Sustainability staff

Ms. Bolin presented bios as she introduced and welcomed two new staff members to the Town: Megan Pendell, Sustainability Program Coordinator and Valerie Mera, Sustainability Analyst.

CONSENT AGENDA

CN1 Amanda Bunce, Current Planning Manager

Statement of the Apex Town Council pursuant to G.S. 160A-383 addressing action on the various Unified Development Ordinance (UDO) Amendments of July 21, 2020

CN2 Amanda Bunce, Current Planning Manager

- Set the Public Hearing for the August 18, 2020 Town Council meeting regarding various amendments to the Unified Development Ordinance
- CN3 Amanda Bunce, Current Planning Manager
Statement of the Town Council and Ordinance for Rezoning Case #20CZ01 Depot 499 PUD, Stephen Dorn, Lennar, petitioner for the property located at 0 Kelly Road; 1216, 1300, 1330, 1420, 1525, and 1604 S. Salem Street; 0 and 6401 Apex Barbecue Road
- CN4 Sarah Van Every, Senior Planner
Statement of the Town Council and Ordinance for Rezoning Application #20CZ05 West Village PUD Amendment. Josh Decker, McAdams Company, petitioner for the property located at 2412 Kelly Road (PIN 0731331798)
- CN5 Liz Loftin, Senior Planner
Set Public Hearing for the August 18, 2020 Town Council meeting regarding Rezoning Application #20CZ06 204 & 206 Lynch Street. The applicant, Trinity Henderson, seeks to rezone approximately .45 acres for the properties located at 204 & 206 Lynch Street from High Density Single-Family Residential (HDSF) to High Density Single-Family Residential -Conditional Zoning (HDSF-CZ).
- CN6 Shelly Mayo, Planner II
Findings of Fact, Conclusions of Law and Decision approving the 540 Flex and Business Park Major Site Plan located at 1600 Olive Chapel Road
- CN7 Dianne Khin, Director of Planning and Community Development
Amendments to the Town of Apex Address Policy, originally approved on August 5, 2003, to clarify authority and update street naming processes
- CN8 Dianne Khin, Director of Planning and Community Development
Amendment to Chapter 18 of the Apex Town Code to correspond to the Town's Address Policy
- CN9 Marty Stone, Assistant Town Manager
Approval and authorization for the Town Manager to execute the same for an Encroachment Agreement between the Town and property owners, Rahul Govindan and Divya Sushma Nair, husband and wife regarding Wake County, NC PIN#0723-70-0306, 2678 Tunstall Grove Drive, as recorded in Book of Maps 2018, Page 01500, Wake County Register of Deeds
- CN10 Eric Neumann
Approval and authorization for the Town Manager to execute an Encroachment Agreement between the Town of Apex and Town of Cary to relocate an underground primary electric line in a Town of Cary right-of-way on Westhigh Street
- CN11 Shawn Purvis, Assistant Town Manager
Lease agreement between the Town and the Apex Chamber of Commerce for use of space in The Apex Depot
- CN12 Jessica Bolin, Environmental Engineering Manager

Approval and authorization for the Town Manager to execute the same for a Master Services Agreement between the Town and Aqualis Stormwater Management for monthly maintenance of all Town-owned Stormwater Control Measures (SCMs) for a 3-year period (ending 06/30/2023) with the option to approve two one-year contract extensions after that date

Mayor Gilbert called for a motion to adopt the Consent Agenda. Council Member Killingsworth made the motion; Council Member Gantt seconded the motion.

The motion carried by a 4-0 vote.

REGULAR MEETING AGENDA

Council Member Mahaffey requested that New Business 01 be pulled as more time was needed to evaluate the Ordinance.

Mayor Gilbert called for a motion to adopt the Regular Agenda. Council Member Mahaffey made the motion with the adjustment as stated to New Business 01;

Council Member Stallings seconded the motion.

The motion carried by a 4-0 vote.

PUBLIC FORUM

Annie Scott addressed Council about Apex Friendship High School students parking on her field. She stated she was reached out to by parents to allow this parking. Each year it gets tougher and tougher for students to find parking. There had been complaints stemming from people taking shortcuts and dropping off students but not from parking on her property. Ms. Scott stated she'd spoken with the principal, and he thought parking on her property a great idea. Most who park in her yard are those not fortunate enough to get parking spaces on school property. She asked that this parking be allowed.

Ms. Scott stated she has lived in the community 65 years and has always been a community person. She presented a petition started by family members. Ms. Scott stated that Town staff has bullied her about parking for four years, and she felt the situation got personal when she pushed back. She lives in the county and not in the city.

PUBLIC HEARINGS

PH1 Dianne Khin, Director of Planning and Community Development
Annexation Ordinance – Charles and Annette Herndon and J Dallas Herndon Heirs
(Tullamore) property containing 10.1869 acres located at 1745 and 1805 Holt Road,
Annexation #686 into the Town's corporate limits
Staff oriented Council to the site, stating it recommended approval.

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

Mayor Gilbert called for a motion to adopt the Ordinance. Council Member Gantt
made the motion; Council Member Mahaffey seconded the motion.
The motion carried by a 4-0 vote.

PH2 Dianne Khin, Director of Planning and Community Development
Annexation Ordinance – Faithwill Homes, LLC (Ananda at Bella Casa) property containing
2.0058 acres located at 2708 Blazing Trail Drive, Annexation #691 into the Town's
corporate limits
Staff oriented Council to the site, stating it recommended approval.

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

Mayor Gilbert called for a motion to adopt the Ordinance. Council Member
Killingsworth made the motion; Council Member Stallings seconded the motion.
The motion carried by a 4-0 vote.

PH3 Dianne Khin, Director of Planning and Community Development
Annexation Ordinance - Construction Masters, LLC (Humie Olive Place) property
containing 2 acres located at 7904 Humie Olive Road, Annexation #694 into the
Town's corporate limits
Staff oriented Council to the site, stating it recommended approval.

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

Mayor Gilbert called for a motion to adopt the Ordinance. Council Member
Stallings made the motion; Council Member Mahaffey seconded the motion.
The motion carried by a 4-0 vote.

Mayor Gilbert called for the return to Public Forum to hear a recorded comment from Alexia Kline. Ms. Kline stated she was an ambassador for the Borgen Project which seeks to engage local citizens for stronger U.S. leadership and to improve living conditions around the world. Ms. Kline outlined the importance of recognizing there is a global not just a local struggle during the pandemic. She spoke about how the pandemic will negatively affect the economy around the world. She wished for Council to pay more attention to this issue by calling on our legislators to support international development programs.

OLD BUSINESS

OB1 Tom Colwell, Chairman, Public Art Committee

Public art mural to be located on a wall of the public works warehouse building facing NC 55 and update on other public art initiatives being undertaken by the Apex Public Art Committee

Mr. Colwell provided an update on ongoing public art projects. The raised manholes have received positive feedback, and these will continue to be painted. The art walk sculpture show will have several sculptures on loan; and if successful, we can do this on an annual basis. The sculptures would show up in a short period time and be walkable for people to enjoy. The installation would be temporary, and a call would go out for artists this fall.

The mural for the Public Works building was put out for public comment. All comments received were well thought out. Mr. Colwell was happy to see the mural coming to Apex. The artist made tweaks based on public comments, and Mr. Colwell presented the final rendition. If approved by Council, the mural would be completed by the end of September.

Council stated the manhole covers look good. He thought about the covers in the roadways and not just on the greenways. Mr. Colwell said the ones in the greenways were a test to see if the artwork was liked and if they would hold up. Potentially, these can be expanded.

Responding to Council, Mr. Colwell clarified the art work for the art walk. It was hoped to have 6 and 8 pieces of art work for the walk.

Council stated she liked the "people/personholes". Council stated he felt art helps to improve the quality of life in Apex. Mayor Gilbert thanked Mr. Colwell for getting this done.

Mayor Gilbert called for a motion. Council Member Killingsworth made the motion to approve the mural; Council Member Gantt seconded the motion.

The motion carried by a 4-0 vote.

UNFINISHED BUSINESS

There were no Unfinished Business items for consideration.

NEW BUSINESS

NB1 This item was pulled from the Agenda as requested by Council

Terry Mahaffey, Council Member

Discussion and possible motion to amend Section 14-33 of the Apex Code of Ordinances related to prohibited noises

CLOSED SESSION

CS1 Laurie Hohe, Town Attorney

Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) to preserve attorney-client privilege; pursuant to N.C.G.S. §143-318.11(a)(3) related to the matter of AB Goodrich Contracting, LLC v. Town of Apex and Stewart Cooper Newell, Architects, P.A.; and pursuant to N.C.G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to N.C.G.S. §143-318.10(e)

Mayor Gilbert called for a motion to go into Closed Session. Council Member Gantt made the motion; Council Member Stallings seconded the motion.

The motion carried by a 4-0 vote.

Mayor Gilbert called for a return to Open Session with no objections from Council.

WORK SESSION

There were no Work Session items for consideration.

ADJOURNMENT

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

Donna B. Hosch, MMC, NCCMC
Town Clerk

ATTEST:

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter: Dianne Khin, Director of Planning and Community Development

Department: Planning and Community Development

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting Date of Public Hearing for September 1, 2020 on the Question of Annexation – Apex Town Council's intent to annex Hector Cuales (Perry Hills Phase 6) property containing 1.66 acres located at 0 and 1105 Tingen Road, Annexation #695 into the Town's corporate limits.

Approval Recommended?

Yes, by the Planning and Community Development Department.

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Attachments

- Annexation Petition
- Legal Description
- Vicinity Map
- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing





RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-31

Annexation Petition #695
1105 Tingen Road

WHEREAS, G.S. § 160-A 31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of her investigation.

This the 18th day of August 2020.

Jacques K. Gilbert
Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #695
1105 Tingen Road

To: The Town Council of the Town of Apex, North Carolina

I, Donna B. Hosch, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 18th day of August 2020.

Donna B. Hosch, MMC, NCCMC
Town Clerk

(Seal)

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 695 Submittal Date: 6/15/2020
Fee Paid: \$ 200 Check #: 6158

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

Owner Information

Hector Cuales	0741-26-8383,	0741-36-1302
Owner Name (Please Print)	Property PIN or Deed Book & Page #	
919-303-2360		
Phone	E-mail Address	
Owner Name (Please Print)	Property PIN or Deed Book & Page #	
Phone	E-mail Address	
Owner Name (Please Print)	Property PIN or Deed Book & Page #	
Phone	E-mail Address	

Surveyor Information

Surveyor: Taylor Land Consultants, PLLC (attn. Jeremy Taylor)
Phone: 919-801-1104 Fax: _____
E-mail Address: jeremy@taylorlc.com

Annexation Summary Chart

Property Information	Reason(s) for annexation (select all that apply)
Total Acreage to be annexed: <u>1.74 acres</u>	Need water service due to well failure <input type="checkbox"/>
Population of acreage to be annexed: <u>2</u>	Need sewer service due to septic system failure <input type="checkbox"/>
Existing # of housing units: <u>1</u>	Water service (new construction) <input checked="" type="checkbox"/>
Proposed # of housing units: <u>9 lots</u>	Sewer service (new construction) <input checked="" type="checkbox"/>
Zoning District*: <u>PUD-CZ</u>	Receive Town Services <input checked="" type="checkbox"/>

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.

PETITION FOR VOLUNTARY ANNEXATION

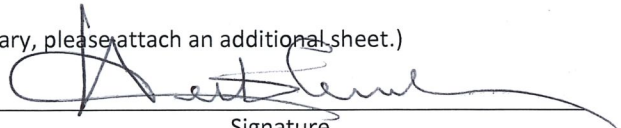
Application #: 695

Submittal Date: 6/15/2020

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Hector Cuales
Please Print


Signature

Please Print

Signature

Please Print

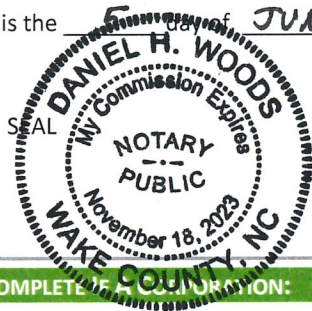
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County,
this the 5 day of JUNE, 2020.




Notary Public

My Commission Expires: 11/18/2023

COMPLETE IF BY CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the ____ day of _____, 20____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #:

Submittal Date:

Insert legal description below.

Property 1: 1105 Tingen Road: PIN 0741-36-1302

BEGINNING at a point at the eastern right of way of Apex - termination of Kissena Lane
thence N 75°26'28" W a distance of 38.91' to a point;
thence N 09°51'25" E a distance of 200.21' to a point;
thence S 86°36'05" E a distance of 115.53' to a point;
thence S 87°05'54" E a distance of 35.51' to a point;
thence S 87°05'54" E a distance of 156.09' to a point;
thence S 41°21'29" W a distance of 291.97' to a point;
thence N 75°26'28" W a distance of 114.03' to the original Point of Beginning.

The above described area containing an area of 1.16 acres (50,554 sf). Which is defined by the below referenced property. DB 17673; PG 1611

Property 2: 0 Tingen Road: PIN 0741-26-8380

BEGINNING at a point 4.07' west of the western right of way of Apex - termination of Kissena Lane
thence N 86°17'20" W a distance of 109.93' to a point;
thence N 09°45'45" E a distance of 199.89' to a point;
thence S 86°25'05" E a distance of 41.98' to a point;
thence S 86°25'05" E a distance of 68.31' to a point;
thence S 09°51'25" W a distance of 200.18' to the original Point of Beginning

The above described area containing an area of 0.50 acres (21,898 sf). Which is defined by the below referenced property. DB 17272; PG 548

The total area described above contains an area of 1.66 acres (72,452 sf).

TOWN OF APEX ANNEXATION PLAT of KISSENA LANE

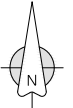
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

JUNE 12, 2020
(rev. 6/30/20)

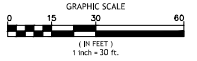
ANNEXATION # _____

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____ 2020, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day _____ Month _____ Year

Donna B. Hosch, MMC, NCCMC, Town Clerk



NC GRID (NAD 83/2011)



VICINITY MAP
1" = 500'

DANIEL EPPS JR.
CURTIS LEROY EPPS
D.B. 17051, PAGE 1289

EX. 12" ACCESS
EASEMENT
(D.B. 1429, PG. 356)

LINE	BEARING	DISTANCE
L1	S 86°25'05" E	15.30'
L2	N 75°26'28" W	138.51'
L3	N 86°17'20" W	111.23'
L4	N 86°17'20" W	4.07'
L5	S 86°51'06" E	22.18'

MARY G. JOHNSON
TRACY M. JOHNSON
PIN: 0741-36-0405
D.B. 12378, PAGE 1989

MARLENE DELORIS CUALES
PIN: 0741-36-2484
D.B. 13789, PAGE 41
B.M. 2016, PAGE 1589

LEGEND & NOMENCLATURE

- Existing Iron Pipe (unless noted otherwise)
- New 3/4" Iron Pipe
- Concrete Monument Set
- Computed Point
- D.B. Book of Maps
- P.G. Page
- S.F. Square Feet
- AC. Acres
- S.T. Sight Triangle
- Address

TOTAL AREA ANNEXED
1.66 ACRES

HECTOR CUALES
PIN: 0741-26-8380
0 TINGEN RD.
D.B. 17272, PAGE 548
21,898 S.F.
0.50 Ac.

HECTOR CUALES
PIN: 0741-36-1302
1105 TINGEN RD.
D.B. 17673, PAGE 1611
50,554 S.F.
1.16 Ac.

HECTOR CUALES
PIN: 0741-26-9237
D.B. 17272, PAGE 548
3,045 S.F.
0.07 Ac.

MARTIN GEORGE MAGLY
PIN: 0741-36-2298
D.B. 8411, PAGE 922
B.M. 1998, PAGE 1533

FEDERAL HOME APEX, LLC
PIN: 0741-36-6052
D.B. 16373, PAGE 389
B.M. 1999, PAGE 209

MICHAEL PHILLIP HODGES &
ELIZABETH SARAH RASZMANN
PIN: 0741-26-8146
D.B. 17529, PAGE 2329
B.M. 2001, PAGE 1148

MICHAEL COLLINS GOLDER JR. &
ANDREA COAKLEY GOLDER
PIN: 0741-36-1179
D.B. 17150, PAGE 2409
B.M. 1998, PAGE 1533

AMANDA VANDERBROEK
PIN: 0741-36-0124
D.B. 16603, PAGE 2289
B.M. 1998, PAGE 1533

SURVEYOR NOTES:

- All distances shown are horizontal ground measurements in U.S. Survey Feet.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose
- Areas calculated by CAD software (coordinate geometry).
- This plat is for annexation purposes only. All improvements, easements not shown herein.

SURVEYOR CERTIFICATION

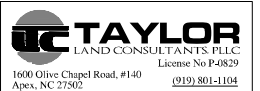
I, Jeremy Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (date and description recorded in Book referenced etc. (other)); that the boundaries not surveyed are clearly indicated as drawn from information found in Book referenced; that the ratio of precision or positional accuracy as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Furthermore this survey is of another category, such as the recombination of existing parcels, a coat-ordered survey, or other exception to the definition of subdivision

Witness my original signature, license number and seal this _____ day of June, A.D., 2020.

Professional Land Surveyor
License Number: L-3841

PRELIMINARY PLAT
FOR MUNICIPAL REVIEW
ONLY



[Home](#)

Wake County Real Estate Data Account Summary

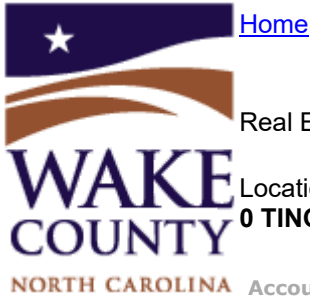
[iMaps](#)[Tax Bills](#)Real Estate ID **0059739**PIN # **0741361302**Location Address
1105 TINGEN RDProperty Description
BEASLEY LANDAccount
Search
[Pin/Parcel History](#) [Search Results](#) [New Search](#)
[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner CUALES, HECTOR (Use the Deeds link to view any additional owners)		Owner's Mailing Address 3308 WHITTINGHAM DR NEW HILL NC 27562-8985	Property Location Address 1105 TINGEN RD APEX NC 27502-7794
Administrative Data Old Map # 010-00000-0047 Map/Scale 0741 10 VCS 20AP900 City Fire District 23 Township WHITE OAK Land Class R-<10-HS ETJ AP Spec Dist(s) Zoning RA History ID 1 History ID 2 Acreage 1.17 Permit Date 12/16/2002 Permit # 0000006597		Transfer Information Deed Date 12/5/2019 Book & Page 17673 1611 Revenue Stamps 114.00 Pkg Sale Date 12/5/2019 Pkg Sale Price \$57,000 Land Sale Date Land Sale Price Improvement Summary Total Units 1 Recycle Units 1 Apt/SC Sqft Heated Area 572	Assessed Value Land Value Assessed \$115,475 Bldg. Value Assessed \$30,429 Tax Relief Land Use Value Use Value Deferral Historic Deferral Total Deferred Value Use/Hist/Tax Relief Assessed Total Value Assessed* \$145,904

*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at Taxhelp@wakegov.com or call 919-856-5400.

[Home](#)

Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0052620**PIN # **0741268380**Account
SearchLocation Address
0 TINGEN RDProperty Description
BEASLEY LD[Pin/Parcel History](#) [Search Results](#) [New Search](#)
[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner CUALES, HECTOR (Use the Deeds link to view any additional owners)		Owner's Mailing Address 3308 WHITTINGHAM DR NEW HILL NC 27562-8985	Property Location Address 0 TINGEN RD APEX NC 27502-7794
Administrative Data Old Map # 010-00000-041A Map/Scale 0741 10 VCS 20AP900 City Fire District 23 Township WHITE OAK Land Class VACANT ETJ AP Spec Dist(s) Zoning RA History ID 1 History ID 2 Acreage .50 Permit Date Permit #		Transfer Information Deed Date 10/22/2018 Book & Page 17272 0548 Revenue Stamps 156.00 Pkg Sale Date Pkg Sale Price Land Sale Date 10/22/2018 Land Sale Price \$75,058 Improvement Summary Total Units 0 Recycle Units 0 Apt/SC Sqft Heated Area	Assessed Value Land Value Assessed \$81,900 Bldg. Value Assessed Tax Relief Land Use Value Use Value Deferral Historic Deferral Total Deferred Value Use/Hist/Tax Relief Assessed Total Value Assessed* \$81,900

*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

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RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. § 160A-31 AS AMENDED

Annexation Petition #695
1105 Tingen Road

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 1st day of September 2020.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 18th day of August 2020.

Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, MMC, NCCMC, Town Clerk

PETITION FOR VOLUNTARY ANNEXATION

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

Application #: 695
Fee Paid \$ 200

Submittal Date: 6/15/2020
Check # 6158

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

Owner Information

<u>Hector Cuales</u>	<u>0741-26-8380</u>	<u>0741-36-1302</u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #	
<u>919-303-2360</u>		
Phone	E-mail Address	
<u>Owner Name (Please Print)</u>	<u>Property PIN or Deed Book & Page #</u>	
<u>Phone</u>	<u>E-mail Address</u>	
<u>Owner Name (Please Print)</u>	<u>Property PIN or Deed Book & Page #</u>	
<u>Phone</u>	<u>E-mail Address</u>	

Surveyor Information

Surveyor: Taylor Land Consultants, PLLC (attn. Jeremy Taylor)
Phone: 919-801-1104 Fax: _____
E-mail Address: jeremy@taylorlc.com

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>1.74 acres</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>2</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>1</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>9 lots</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>PUD-CZ</u>	Receive Town Services	<input checked="" type="checkbox"/>

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department at 919-249-3426 for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 695

Submittal Date: 6/15/2020

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Hector Cuales

Please Print

[Signature]

Signature

Please Print

Signature

Please Print

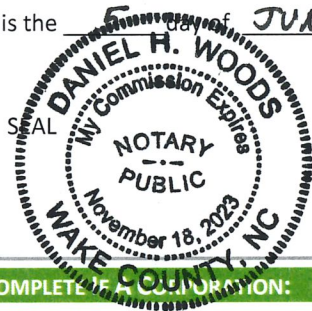
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County,
this the 5 day of JUNE, 2020.



[Signature]

Notary Public

My Commission Expires: 11/18/2023

COMPLETE IF BY CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the ____ day of _____, 20____.

SEAL Corporate Name _____

Attest: _____
By: _____
President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #:

Submittal Date:

Insert legal description below.

Property 1: 1105 Tingen Road: PIN 0741-36-1302

BEGINNING at a point at the eastern right of way of Apex - termination of Kissena Lane
thence N 75°26'28" W a distance of 38.91' to a point;
thence N 09°51'25" E a distance of 200.21' to a point;
thence S 86°36'05" E a distance of 115.53' to a point;
thence S 87°05'54" E a distance of 35.51' to a point;
thence S 87°05'54" E a distance of 156.09' to a point;
thence S 41°21'29" W a distance of 291.97' to a point;
thence N 75°26'28" W a distance of 114.03' to the original Point of Beginning.

The above described area containing an area of 1.16 acres (50,554 sf). Which is defined by the below referenced property. DB 17673; PG 1611

Property 2: 0 Tingen Road: PIN 0741-26-8380

BEGINNING at a point 4.07' west of the western right of way of Apex - termination of Kissena Lane
thence N 86°17'20" W a distance of 109.93' to a point;
thence N 09°45'45" E a distance of 199.89' to a point;
thence S 86°25'05" E a distance of 41.98' to a point;
thence S 86°25'05" E a distance of 68.31' to a point;
thence S 09°51'25" W a distance of 200.18' to the original Point of Beginning

The above described area containing an area of 0.50 acres (21,898 sf). Which is defined by the below referenced property. DB 17272; PG 548

The total area described above contains an area of 1.66 acres (72,452 sf).

TOWN OF APEX ANNEXATION PLAT of KISSENA LANE

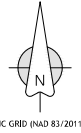
WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

JUNE 12, 2020
(rev. 6/30/20)

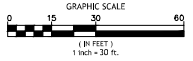
ANNEXATION # _____

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted the ____ day of _____ 2020, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day _____ Month _____ Year

Donna B. Hosch, MMC, NCCMC, Town Clerk



NC GRID (NAD 83/2011)



VICINITY MAP
1" = 500'

DANIEL EPPS JR.
CURTIS LEROY EPPS
D.B. 17051, PAGE 1289

EX. 12" ACCESS
EASEMENT
(D.B. 1429, PG. 356)

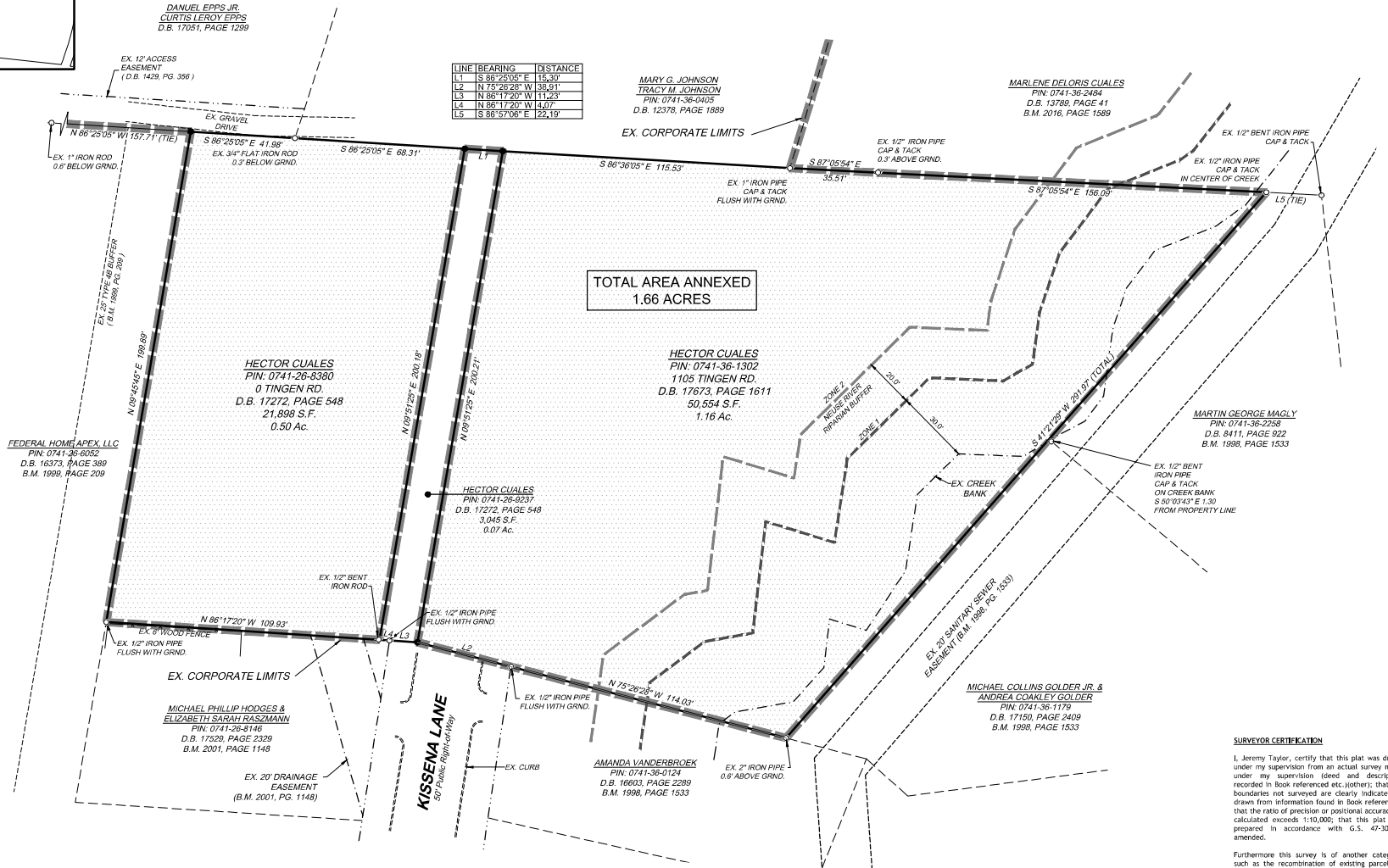
LINE	BEARING	DISTANCE
L1	S 86°25'05" E	15.30'
L2	N 75°26'28" W	138.51'
L3	N 86°17'20" W	111.23'
L4	N 86°17'20" W	4.07'
L5	S 86°51'06" E	22.18'

MARY G. JOHNSON
TRACY M. JOHNSON
PIN: 0741-36-0405
D.B. 12378, PAGE 1889

MARLENE DELORIS CUALES
PIN: 0741-36-2484
D.B. 13789, PAGE 41
B.M. 2016, PAGE 1589

LEGEND & NOMENCLATURE

- Existing Iron Pipe (unless noted otherwise)
- New 3/4" Iron Pipe
- Concrete Monument Set
- Computed Point
- Deed Book
- B.M. Book of Maps
- Pg. Page
- S.F. Square Feet
- Ac. Acres
- S.T. Sight Triangle
- Address



TOTAL AREA ANNEXED
1.66 ACRES

HECTOR CUALES
PIN: 0741-26-8380
0 TINGEN RD.
D.B. 17272, PAGE 548
21,898 S.F.
0.50 Ac.

HECTOR CUALES
PIN: 0741-36-1302
1105 TINGEN RD.
D.B. 17673, PAGE 1611
50,554 S.F.
1.16 Ac.

HECTOR CUALES
PIN: 0741-26-9237
D.B. 17272, PAGE 548
3,045 S.F.
0.07 Ac.

FEDERAL HOME APEX, LLC
PIN: 0741-36-6052
D.B. 16373, PAGE 389
B.M. 1998, PAGE 209

MARTIN GEORGE MAGLY
PIN: 0741-36-2298
D.B. 8411, PAGE 922
B.M. 1998, PAGE 1533

MICHAEL COLLINS GOLDER JR. &
ANDREA COAKLEY GOLDER
PIN: 0741-36-1179
D.B. 17150, PAGE 2409
B.M. 1998, PAGE 1533

MICHAEL PHILLIP HODGES &
ELIZABETH SARAH RASZMANN
PIN: 0741-26-8146
D.B. 17329, PAGE 2329
B.M. 2001, PAGE 1148

AMANDA VANDERBROEK
PIN: 0741-36-0124
D.B. 16603, PAGE 2289
B.M. 1998, PAGE 1533

SURVEYOR NOTES:

- All distances shown are horizontal ground measurements in U.S. Survey Feet.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose
- Areas calculated by CAD software (coordinate geometry).
- This plat is for annexation purposes only. All improvements, easements not shown herein.

SURVEYOR CERTIFICATION

I, Jeremy Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed and description recorded in Book referenced etc. (other)); that the boundaries not surveyed are clearly indicated as drawn from information found in Book referenced; that the ratio of precision or positional accuracy as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Furthermore this survey is of another category, such as the recombination of existing parcels, a coat-ordered survey, or other exception to the definition of subdivision

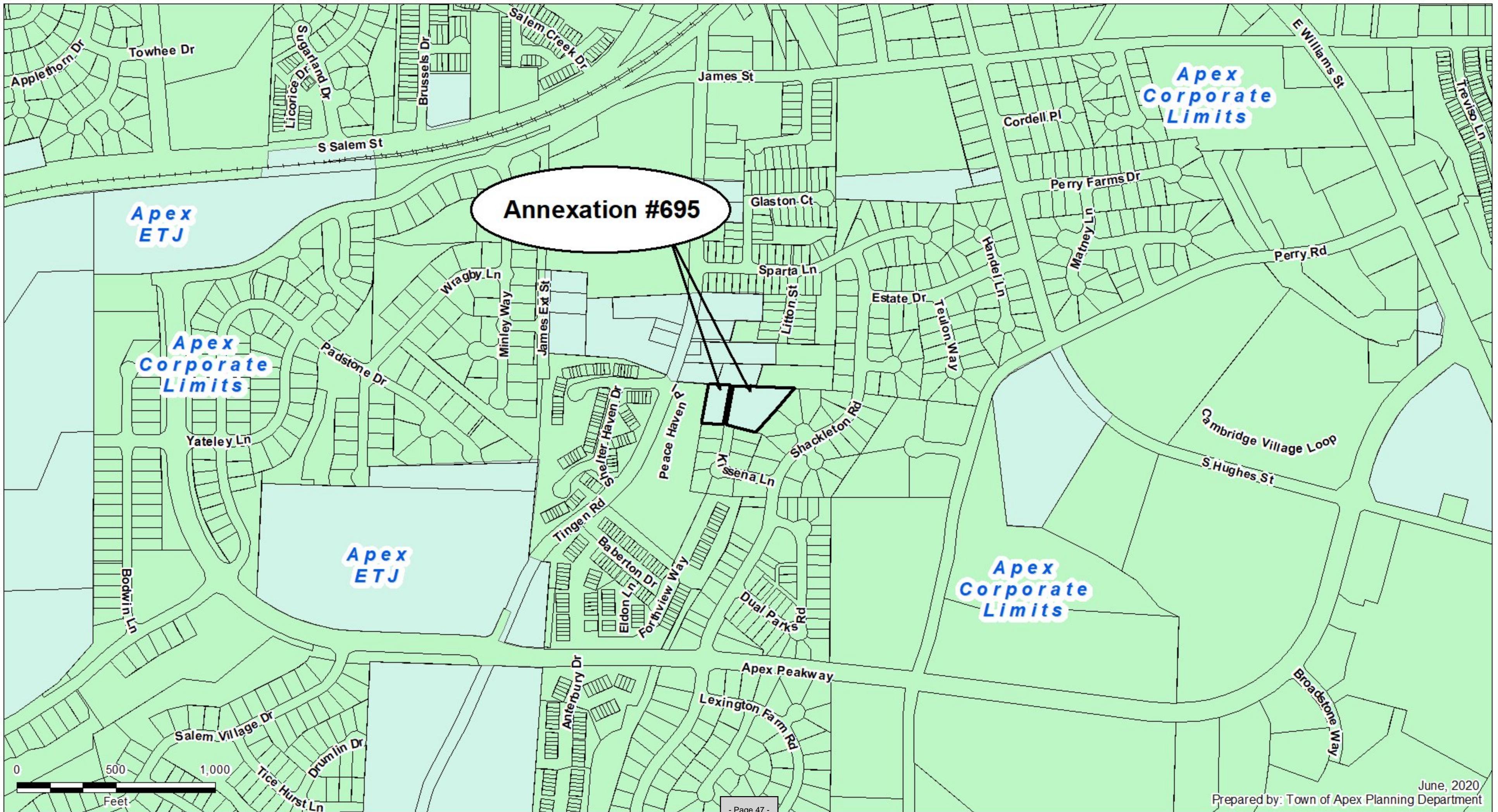
Witness my original signature, license number and seal this ____ day of June, A.D., 2020.

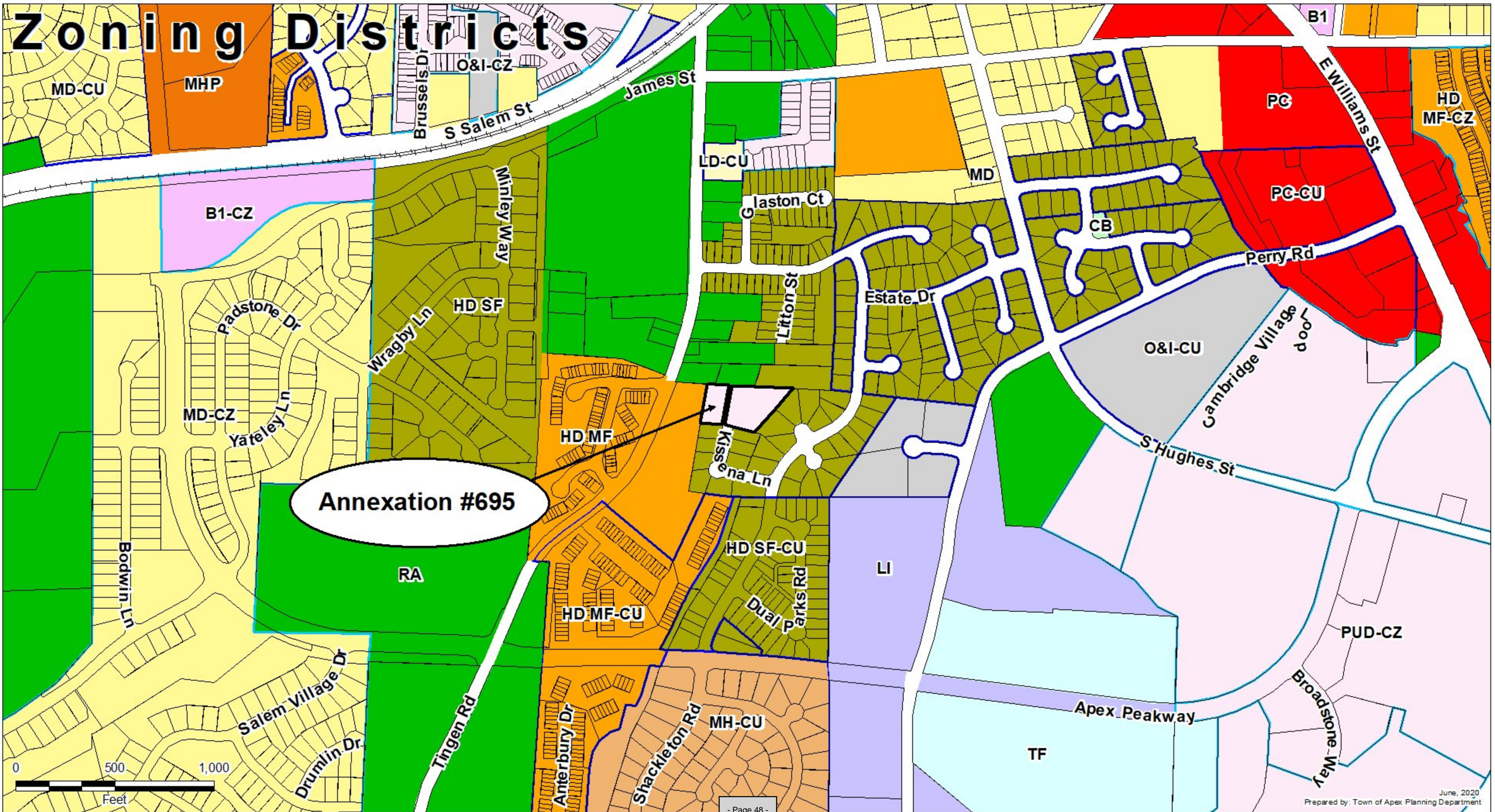
Professional Land Surveyor
License Number: L-3841

PRELIMINARY PLAT
FOR MUNICIPAL REVIEW
ONLY









LEGAL DESCRIPTION ANNEXATION #695

Property 1: 1105 Tingen Road: PIN 0741-36-1302

BEGINNING at a point at the eastern right of way of Apex - termination of Kissena Lane

thence N 75°26'28" W a distance of 38.91' to a point;

thence N 09°51'25" E a distance of 200.21' to a point;

thence S 86°36'05" E a distance of 115.53' to a point;

thence S 87°05'54" E a distance of 35.51' to a point;

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thence S 86°25'05" E a distance of 68.31' to a point;

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The total area described above contains an area of 1.66 acres (72,452 sf).

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Michael Deaton, Water Resources Director

Department(s): Water Resources

Requested Motion

Motion to approve and authorize the Town Manager to execute the same for an Encroachment Agreement between the Town and Colonial Pipeline Company (CPC) regarding an existing CPC easement located adjacent to the intersection of S. Salem Street and Sugarland Drive in Apex, NC.

Approval Recommended?

Yes

Item Details

Approve Encroachment Agreement between the Town (Grantee) and CPC for the property described as a Petroleum Utility Easement, (CPC Loc. 806, Tract No. 283.1, Map 0806036S, Line No. 22, 23 & 24, Station No. 3735+35, 3727+50 & 3734+15) Apex, NC. Grantee desires to encroach through installation of a public sidewalk and water main which will encroach perpendicular upon the Petroleum Utility Easement and run parallel to S. Salem Street as part of the Town's U-5928 Apex Peakway Southwest Connector project.

Attachments

- Encroachment Agreement





ROW-F02
Colonial Pipeline Company
Encroachment Agreement

Colonial Pipeline Company
411 Gallimore Dairy Rd. Bldg. A
Greensboro, NC 27409
336-931-6039

Encroachment No.: WTW-806-283.1-20-007
Date: 06/10/2020
Encroaching Party:

Town of Apex
Attn: Russell H. Dalton, PE
Public Works & Transportation
73 Hunter Street
P.O. Box 250
Apex, NC 27502
919-249-3358
Russell.dalton@apexnc.org

Re: Encroachment Agreement – CPC Loc. 806, Tract No. 283.1, Map 0806036S, Line No. 22, 23 & 24, Station No. 3735+35, 3727+50 & 3734+15 Wake County, State of North Carolina.

Colonial Pipeline Company has completed its review of your water line plans and has no objection to your proposed 20" DIP Water line with 2 layers, sixty feet (60') of Polyethylene Encasement (Double Polywrap) encroaching upon Colonial's 16", 8" & 8" petroleum products pipelines as depicted in "Exhibits A" and approved by Colonial's field representative, subject to the following conditions:

1. Notify State utilities protection center (SC811), in accordance with local, State and Federal laws. Colonial will not inspect or approve any work, until a locate notice (Dial 811) has been issued. Notify **Steve Anderson** by cell phone at **919-227-6805** at least three (3) working days prior to any construction, subsequent maintenance, or repair, so that Colonial may provide a representative on the site. If he cannot be reached, then notify **Tom West** at phone **336-931-6039**.
2. No excavation or construction is permitted over Colonial's pipeline(s) or within its right of way without a Colonial representative being present. The location of the pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances at the encroachment site, Colonial's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial's Representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the extremities of the pipelines. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY HAND.** Where hand excavation is required, the encroaching party must provide adequate manpower to perform that work.

Subgrading, grading, and placement of fill over Colonial's pipeline(s) will require the approval of Colonial's field representative as to method and extent.

3. Full access must be maintained to the pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the pipeline(s), is not permitted, unless approved by the Colonial representative.
4. Underground utilities (i.e. storm drains, water lines, telephone, electric, etc.) may cross the easement, providing they maintain a minimum vertical clearance of twenty four (24) inches, **except where horizontal directional drilling methods are used, then sixty (60) inches will be required** over or under Colonial's pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the pipeline easement. All utility crossings of Colonial's pipeline(s) and respective easements must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the right of way being crossed.
5. Blasting within the immediate vicinity of Colonial's right of way shall be conditionally allowed. The contractor, planning blasting within 200 feet (61 m) of a pipeline or when scaled distance values at the pipeline are less than 50, must give advance notification of proposed blasting and submit a completed blasting plan (Form 3005), to be approved by Colonial, prior to the commencement of any blasting operations. A Colonial inspector is required to be on site to observe all drilling, loading, and blasting operations. The contractor shall provide in-progress seismic readings and blasting reports as required in Colonial Standard ES-13-108. All blasting operations must meet the requirements of this standard as well as Occupational Health and Safety regulations contained in CFR Title 29, Part 1926, Subpart U – Blasting and Use of Explosives.
6. Any erosion control measures required for your development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's right of way will require the approval of Colonial's field representative as to equipment and method. Under no circumstances shall water be impounded on the pipeline(s) right of way.
7. Upon request of the encroaching party, landowner or their agents, Colonial will determine the approximate location of its pipeline(s) and right of way limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its pipeline(s).
8. Original vegetation on Colonial's right of way shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's easement boundaries if Colonial's field representative deems it necessary; to ensure that contractor traffic does not travel over the pipeline(s).
9. Permanent structures are not permitted on the right of way. Manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles are considered

permanent structures. No fences or temporary structures shall be allowed in the right of way without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.

10. Heavy equipment shall not be permitted to operate over the pipeline(s) unless earth padding has been provided to protect the pipeline from vibrating. Temporary equipment crossings over the pipeline(s) are permitted with six (6) vertical feet of cover over the pipeline(s) at selected locations as approved by Colonial's field representative. Depth of pipe as determined by test holes will determine amount of temporary fill required. Colored sheets of plastic shall be placed under the temporary fill at original grade so that original grade will not be disturbed when temporary fill is removed. No equipment or vehicles may be parked on the right of way. No material may be stored on the right of way.
11. The encroaching party acknowledges that Colonial's pipelines utilize impressed electrical current ("cathodic protection") for the protection of the steel. Only Colonial personnel will correct any loss of this protection caused by the encroaching party. The cost to correct this damage will be paid by the encroaching party. Further, encroaching party recognizes there may be some risk of damage to your facilities because they are in close proximity to said cathodic protection system and, therefore, any damages to encroaching party's facilities resulting from Colonial's impressed electric current shall be encroaching party's responsibility.
12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the right of way. In addition, no pipeline marker shall be obscured from public view.
13. Relocation or removal of Colonial's pipeline markers shall not be permitted without the approval of a Colonial representative. Pipeline markers made unusable or damaged shall be repaired or replaced at the encroaching party's expense.
14. Parallel occupancy of the pipeline's easement with road right of way, or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the easement as practical.
15. All proposed roadways, driveways and parking areas should maintain a minimum of four feet (4') from top of pipe to top road surface and three (3) feet minimum vertical cover in open drainage or road ditches. Colonial's Engineering may increase these minimum requirements as determined by a stress analysis of the pipe, and other variable conditions and factors. Colonial may consider concrete protection slabs, per Colonial's specifications as an option, to be installed to protect the pipeline(s).
16. Any and all pipeline(s) within the proposed road, parking, or railway area, will be excavated and visually inspected, with the possible reapplication of pipeline coatings applied, by a Colonial contractor, at the full expense of the encroaching party. Colonial requires that the pipeline coating system be evaluated for suitability of service in relation to the proposed encroachment. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at the developer's expense, upgrade the pipeline coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction. (NOTE: A Pipeline

Accommodation Agreement for reimbursement to Colonial shall be executed between Colonial and the encroaching party prior to such adjustment.)

17. Cover above the pipeline(s) shall be a minimum of four (4) feet, and in general a maximum of six (6) feet, unless approved by the Right of Way Coordinator.
18. The burning of trash, debris, etc. shall not be permitted within Colonial's right of way.
19. Should any damage occur to the herein permitted encroachment, as a result of Colonial exercising any of its rights at any time, Colonial will not be responsible for said damage; and any expense or monetary cost involved in the repair of said damages will be borne by owners of said damaged encroachment.
20. Encroaching party agrees to defend and hold Colonial Pipeline Company harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Colonial, or the respective employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, or repair of the herein permitted works, with the exception of claims due to the sole negligence of Colonial Pipeline Company.
21. This approval is granted only to the extent of and with no actual or implied diminishment of Colonial's rights and interests and without either express or implied warranty.
22. Fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any pipeline, with the approval of the field representative.
23. If the approximate location of the pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the pipeline(s) can best be found with test pitting.
24. If test pitting is required to determine the exact location, and elevation, of the pipeline(s), the Encroaching party agrees to notify the undersigned at least two (2) working days in advance, so that he may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the pipeline(s), and for the common verification of its location. All costs for this test pitting, and for the Colonial representative, will be borne by the encroaching party. Any engineering based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the encroaching party.
25. Colonial reserves the right to open, cut, excavate and dig across the proposed road, railway, sidewalks, avenues, utility lines, or any other encroachment herein granted by this agreement, and in any such event, Colonial shall not be liable for the restoration of same, or the payment of any damages to the encroaching party.

26. Excavation or grading which might result in erosion or which could render the right of way inaccessible shall not be permitted unless the encroaching party agrees to restore the area and provide protection to Colonial's pipeline(s). Any erosion control measures within the right of way including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.
27. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, then Colonial Pipeline shall have the right to reconsider the conditions and privileges herein granted, and have full right to alter same, dependant upon current protocol.
28. The encroaching party agrees that all work on Colonial's right of way shall be performed in a Workmanlike manner and in compliance with all applicable government and industry standards and codes.
29. Upon failure of the encroaching party, owner or his agents to comply with any of the Terms of this Agreement, Colonial will provide Encroaching Party with advance written notice of any intent to revoke this Agreement in its entirety, prevent same from continuing any activity in violation of the terms of this Agreement or its rights under its easements and prior agreements and make any necessary repairs or adjustments to its pipeline(s) or right of way with its own or contract forces at the expense of the party requesting the encroachment.
30. Colonial Pipeline Company will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.
31. Notwithstanding anything to the contrary in this Agreement, Encroaching Party is not allowed to perform the encroaching activities contemplated hereunder without first paying Colonial for any Accommodation Work necessary to be performed by Colonial to protect its pipeline(s) and rights of way from those encroaching activities. Additionally, if such Accommodation Work is required, the encroaching activities will not be initiated until said Accommodation Work is completed. Said Accommodation Work and estimate therefore should have been outlined in detail in previous correspondence to Encroaching Party. If such previous correspondence has not been received, Encroaching Party is required to request same.
32. Should your project be ongoing in close proximity to Colonial's pipeline(s) for an extended period of time, it will be necessary for a Colonial representative to be on-site for a significant duration. Accordingly, since such extended inspection time is outside the scope of Colonial's normal operations, you will be billed for that representative's time. Colonial's policy is to bill for any inspection time in excess of a total of 10 hours (cumulative for that project) and for any evening, weekend or holiday time.
33. This agreement approves only the work specified above all utility encroachments will need to be approved by the local inspector for Colonial Pipeline Company.
34. The following special conditions shall apply, and be required for this project.

- a. Should it be necessary to work over the pipelines with less than 72" inches of cover the equipment used will be restricted to that authorized or approved by Colonial Pipeline Company's representatives.
- b. Only remote or hand operated compaction equipment may be used at any time.
- c. If the crossing involves Horizontal Directional Drilling (HDD), a walk over method and/or wire grid method will be used to track the progress of the drilling head.
- d. As stipulated in paragraph 4 Directional Drilling must maintain a minimum vertical separation of sixty (60) inches under Colonial's pipeline and requires approval from management.
- e. Where the proposed pipeline will be crossing Colonial's existing pipelines using Horizontal Directional Drilling (HDD), the encroaching party will be required to excavate an inspection pit five feet (5') from the leading edge of said pipelines, eight feet parallel to and three feet below the bottom of the existing pipelines or as directed by Colonial's Representative.
- f. The contractor performing the encroachment may be required to vacuum excavate inspection pot holes atop the petroleum pipelines by Colonial's field representative immediately prior to beginning the Auger Bore.

Please signify acceptance of the above conditions by a proper official in the space provided below, and return to the Right of Way Coordinator's office. Colonial Pipeline will notify you to proceed with your project upon receipt of the signed original.

Sincerely,

Colonial Pipeline Representative

Encroachment No.: WTW-806-283.1-20-007

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 2020.

(signature)

(company)

BY: _____
(name, typed or printed)

TITLE: _____
(typed or printed)

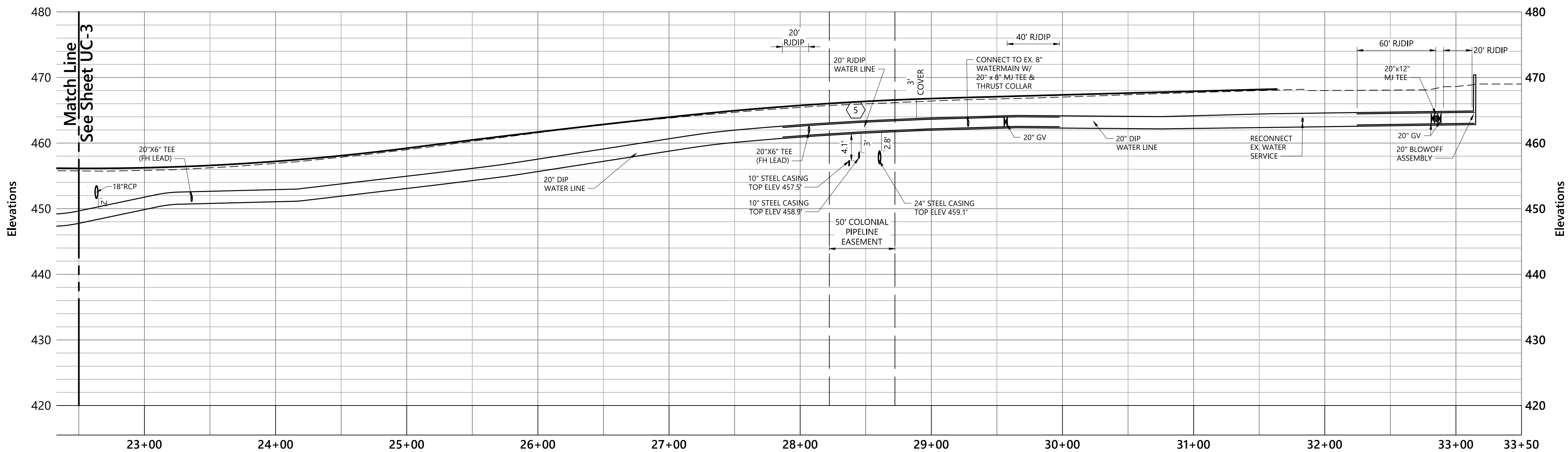
Original: Right of Way Department

Town of Apex Notes:

- DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

LEGEND

-
- EX. WATERLINE
- PROPOSED DIP WATERLINE
- PROPOSED RDJIP WATERLINE
- TRENCHLESS INSTALLATION (JACK AND BORE)
- DRY UTILITY BANK DUCT
- PUBLIC UTILITY EASEMENT



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Angela Reincke, Parks and Greenways Planner

Department(s): Parks, Recreation, and Cultural Resources

Requested Motion

Motion to approve encroachment agreement with NCDOT relative to the Apex West- American Tobacco Trail greenway connection and authorize Town Manager to sign all necessary documents

Approval Recommended?

Yes

Item Details

This encroachment agreement is for the for the Apex West- American Tobacco Trail greenway connection, which is 700 linear feet of trail that is located just south of Olive Chapel Road and adjacent to Saddlebrook. The trail will connect side path across future Wake County Trailhead property to the American Tobacco Trail. This connection is shown on the Bicycle and Pedestrian Systems Plan and Parks, Recreation, Greenways, and Open Space Master Plan Map. This connection should reduce pedestrian use of the Olive Chapel Road shoulder to access the American Tobacco Trail.

Earlier this year, staff applied for funding from Wake County for a portion of construction costs. Wake County has put awarding this bond funding on hold due to COVID-19.

Attachments

- Encroachment Agreement
- Location Maps



NORTH CAROLINA
WAKE COUNTY

DATE: JUNE 23, 2020

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

LICENSE AGREEMENT FOR RAILROAD RIGHT
OF WAY ENCROACHMENT

AND

D&SC RAIL CORRIDOR, Milepost DD 16.00

TOWN OF APEX

THIS LICENSE AGREEMENT is made and entered on the last date executed below, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the "Department and/or Licensors," and the TOWN OF APEX, a local government entity, hereinafter referred to as the "Municipality and/or Licensee," and individually hereinafter referred to as "Party," and collectively, as "Parties."

WITNESSETH:

THAT WHEREAS, the Licensors is the owner of the Rail Corridor right-of-way as described on the Exhibit A ("Premises") in Wake County as attached hereto and incorporated by reference; and, known as the D&SC Rail Corridor; and,

THAT WHEREAS, the Licensee desires to encroach on the Premises located in Wake County, North Carolina with the construction, maintenance, and use of a trail connector to the American Tobacco Trail (ATT) the D&SC Railroad Corridor, as shown on Exhibit A. The trail will consist of a 10-foot wide asphalt greenway connecting at a 90-degree angle to the ATT. Removable bollards at 39-inch maximum spacing shall also be installed at the ATT connection. Attached is a site plan showing the greenway connection to the American Tobacco Trail.

THAT WHEREAS, the Licensors is willing to grant the Licensee the privilege of making such encroachment upon the Premises subject to and in accordance with this Agreement (such privilege, the "License");

NOW, THEREFORE, IT IS AGREED that Licensors hereby grants to Licensee the privilege to make this encroachment as shown on the attached plan sheet(s), specifications, and special provisions which are incorporated by reference upon the following conditions:

1. **SCOPE OF WORK:**

This Agreement is for the construction, maintenance, and use of a trail connector to the American Tobacco Trail (ATT) the D&SC Railroad Corridor, as shown on Exhibit A. The trail will consist of a 10-foot wide asphalt greenway connecting at a 90-degree angle to the ATT. Removable bollards at 39-inch maximum spacing shall also be installed at the ATT connection. Attached is a site plan showing the greenway connection to the American Tobacco Trail.

Prior to beginning work Licensee is to contact Andy Miller with NCDOT Rail Division (E-mail: samiller@ncdot.gov)

2. **FEES/BILLING**

In consideration of Licensors granting of this privilege to encroach upon Licensors Premises, Licensee agrees to pay Licensors a make payment in the amount of \$0.00 to Licensors. The Licensee shall submit said payment to the Licensors upon execution and submittal of this License Agreement to the Licensors.

3. **LICENSE LIMITATIONS**

The License is granted solely and exclusively for the improvement, maintenance, and use of the encroachment for the purposes expressly set forth herein. This grant shall not be construed to convey to or otherwise vest in the Licensee any other greater interest to, right to enter upon, or estate in the Premises.

4. **TRANSFER OF RESPONSIBILITIES**

It is agreed between Licensors and Licensee that this license is personal to Licensee and shall not inure to the successors or assigns of Licensee, except that Licensee may, with the written consent of the Licensors and Licensee which shall not be unreasonably withheld, assign its rights and obligations hereunder to any successor developer of the real property benefitted by the encroachment upon written notice to Licensors and Licensee and as expressly provided herein. The parties understand and agree that any right or claim of Licensors created by this License Agreement shall inure to the benefit of, and be enforceable by, any successor or assignee of Licensors.

5. **CONDITION OF PREMISES**

Licensors makes no warranties or representations regarding the condition of the Premises, and this Agreement shall not be construed to make or imply any warranty. The Licensee accepts the use of the Premises "AS IS" and expressly waives any and all claims against Licensors relating to or arising from the condition of the Premises and the property surrounding the Premises, including, without limitation, any claims and costs related to environmental contamination (such as, without limitation, those claims which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).

6. **COMPLIANCE WITH STANDARDS**

The installation, operation, and maintenance of the encroachment will comply with the North Carolina Department of Transportation's latest RAIL CORRIDOR PRESERVATION POLICY, POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY and THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION

MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement, all of which are hereby incorporated as terms and conditions of this agreement and may not be waived except by written agreement of all parties. Information as to these policies and procedures may be obtained from the North Carolina Department of Transportation.

7. **SIGNAGE**

The Licensee agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto.

8. **IMPROVEMENT/MAINTENANCE COSTS**

The Licensee shall improve and/or maintain the encroachment at Licensee's own cost and expense. The Licensors shall be exempt from any costs, charges, or assessments of any kind or character on account of or incident to the location and improvement of the encroachment within the limits of the right of way, or on account of any action or omission by the Licensee in connection therewith.

9. **MAINTENANCE OF FACILITIES**

The Licensee agrees to install and/or maintain the encroaching facilities in such safe and proper condition that they will not interfere with or endanger existing or future uses by the Licensors of said right of way for railroad, trail, or other transportation purposes, nor obstruct nor interfere with the proper operation and maintenance of said right of way or any tracks, structures, or appurtenances thereon.

10. **REIMBURSEMENT BY LICENSEE**

The Licensee will reimburse the Licensors for any costs incurred including, but not limited to costs for repairs or maintenance to the Licensors' corridor, roadways, and structures resulting from the installation and existence of Licensee's encroachment.

11. **DRAINAGE**

The Licensee agrees to install and maintain the encroachment in such a manner as not to interfere with the proper drainage of the roadbed and right of way. The Licensee will not allow or permit the diversion of any additional drainage into existing drainage facilities or upon the right of way, and, moreover, the Licensee will arrange its drainage system so as to prevent the ponding of water upon the right of way.

12. **PROPERTY OBSTRUCTIONS**

In the event Licensee deems it necessary to remove and relocate any structures or property of third persons or corporations, including, but not limited to, wire lines and poles or other supports, now located and constructed upon or near Licensors' right of way, the Licensee will remove and relocate or arrange for the removal or relocation of same without cost or expense to the Licensors, and in all respects in accordance with the requirements of the Licensors. Any utility changes must conform to specifications promulgated by the American Railroad Engineering and Maintenance of Way Association and the North Carolina Department of Transportation.

13. **INDEMNIFICATION**

To the extent authorized by law, each Party shall be responsible for its respective actions under the terms of this Agreement and indemnify and save harmless the other Party(s) for any claims for payment, damages, and/or liabilities arising as a result of such action. Except that indemnification shall be only in the manner and to the extent allowed by North Carolina law, including the Tort Claims Act, N.C. Gen. Stat. §§ 143-291 et seq., and without waiver of its sovereign immunity the Department shall defend, indemnify and hold harmless other parties for any claims for payment, damages, and or liability arising as a result of such action.

14. **CONDITION OF PROPERTY**

The Licensee agrees to restore all areas disturbed during installation or maintenance of the encroachment to the Licensor's reasonable satisfaction. The Licensee agrees to exercise every reasonable precaution during construction or maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces, or other property; or pollution of the air. When any installation or maintenance operation disturbs the ground surface and existing ground cover, Licensee agrees to remove and replace the sod or otherwise reestablish the grass cover to the reasonable satisfaction of the Licensor.

15. **ENVIROMENTAL REGULATIONS**

Licensee shall comply with applicable rules and regulations of the North Carolina Department of Environment and Natural Resources, and ordinances and regulations of various counties, municipalities, and other official agencies relating to pollution prevention and control. Licensee agrees to comply with all federal, state and local environmental laws, rules, and regulations while subject to the terms of this agreement. None of the terms of this paragraph, or of this agreement elsewhere shall be construed as a waiver of any environmental regulations. If hazardous or any other unauthorized material is discovered, and it is determined that such material is present as a result of action by Licensee, Licensee shall be solely responsible and hold the Department harmless for all costs associated with the removal of the material and any damages caused by the existence of said material.

16. **PERIOD OF PERFORMANCE/TERMINATION OF AGREEMENT**

It is agreed by all parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the Licensor, unless written waiver is secured from the Licensor.

17. **NOTICES**

All notices, requests, or other communications permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department/Licensors:

If Delivered by US Postal Service:	If Delivered by Any Other Means:
Andy Miller Operations & Facilities Branch NCDOT Rail Division 1553 Mail Service Center Raleigh, NC 27699-1553 Telephone: 919-707-4721 Fax: 919-715-6580 Email: samiller@ncdot.gov	Andy Miller Operations & Facilities Branch NCDOT Rail Division 1 S Wilmington Street, Room 549 Raleigh, NC 276601

For/Licensee:

If Delivered by US Postal Service:	If Delivered by Any Other Means:
Town of Apex Angela Reincke PO Box 250 Apex, NC 27502 Telephone: 919-372-7468 Email: angela.reincke@apexnc.org	Town of Apex Angela Reincke PO Box 250 Apex, NC 27502

18. **NONCOMPLIANCE**

In the case of noncompliance with any of the terms of this agreement by Licensee, Licensors will give Licensee written notice of such noncompliance. If Licensee fails to comply to the reasonable satisfaction of the Licensors within sixty (60) days after receiving such written notice, unless written waiver is secured from the Licensors, the Licensors reserves the right to discontinue the use of the encroachment until it has been brought into compliance; or, alternatively, at no cost to the Licensors, Licensors may remove the encroachment from the right of way and require the Licensee to reimburse the Licensors for all expenses for said removal, or the Licensors, in its sole discretion, may require the Licensee to remove the encroachment within ninety (90) days of written notice from the Licensors, to the Licensors's satisfaction.

19. **NOTICE OF COMPLETION**

The Licensee agrees to give written notice to the Licensors within thirty (30) days of completion of all work contained herein.

20. **CHANGES TO ENCROACHMENT**

The Licensee shall make all necessary changes to the reasonable satisfaction of the Licensors, at Licensee's own cost and expense, within sixty (60) days after written notice from the Licensors, to address the safety concerns of the Licensors or to accommodate the Licensors's use of the right of way for railroad, trail, or other transportation purposes, unless written waiver is secured from

the Licensor. Such changes include, but are not limited to, the construction of a grade-separated facility for railroad, trail, or other transportation purposes; the installation, maintenance, and upgrading of any safety devices, signs, or other facilities necessary for the Licensor's use of the corridor; and any changes of location, height, depth, or design of the encroachment, or consolidation of at-grade crossings.

21. **REMOVAL OF THE ENCROACHMENT FROM LICENSOR PROPERTY**

In the event the Licensor requires the removal of the encroachment from the right of way, then the Licensor shall have the right to demand such removal, and the Licensee, at its own cost and expense, within sixty (60) days after written notice from the Licensor, unless written waiver is secured from Licensor, shall discontinue the use of the same, remove the encroachment from the right of way, and restore the same to the condition existing prior to the location of the encroachment upon the right of way.

22. **UTILITY ENCROACHMENT**

In the case of a utility encroachment, Licensee agrees to periodically monitor and verify the depth or height of the utility in relation to the Licensor's tracks and facilities, and to relocate the utility at Licensee's own cost and expense should such relocation or change be necessary to comply with the minimum clearance requirements of this agreement or any public authority.

23. **ENCROACHMENT INTERFERENCE**

If the operation, existence, or maintenance of the encroachment causes interference, physical, magnetic, or otherwise, with train control systems or facilities, or interference in any manner with the operation, maintenance, or use of the right of way, tracks, structures, pole lines, devices, other property, or any appurtenances thereto for railroad, trail, or other purposes, then in either event, Licensee, within sixty (60) days after written notice from the Licensor, at Licensee's own cost and expense, shall promptly make such changes in its encroachment as may be required in the reasonable judgment of the Licensor to eliminate all such interference, unless written waiver is secured from the Licensor.

24. **CHANGE ORDERS**

If the Licensee undertakes to revise, renew, relocate, or change in any manner whatsoever all or any part of the encroachment plans, such plans shall be submitted to the Licensor for approval before any such change is made. After approval, the terms and conditions of this agreement shall apply thereto.

25. **EXHIBIT**

See drawings attached as Exhibit A (Profile Drawing) incorporated herein as reference.

26. **GOVERNING LAWS**

This Agreement shall at all times be governed by the provisions of the law of North Carolina.

27. **RELATIONSHIP BETWEEN PARTIES**

This Agreement shall not be construed to create any relationship of agency or employment between the parties hereto.

28. ETHICS PROVISION

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By signing this Agreement, the Licensee attests that the Licensee is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by the Licensee (including the Licensee's employees, agents, and representatives).

29. E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Parties warrant that they and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by any Party will be considered a breach of this Agreement, which entitles the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

IN WITNESS WHEREOF, this License Agreement has been executed the day and year heretofore set out below, on the part of the Department and the Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

TOWN OF APEX

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MUNICIPAL SEAL

Approved by the Town of Apex governing board
as attested to by the signature of

Clerk of the Town Council _____
(Date)

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

Municipal Finance Officer

FEDERAL IDENTIFICATION NUMBER

Town of Apex

MAILING ADDRESS
Town of Apex
PO Box 250
Apex, NC 27502

Attn: Angela Reincke
Angela.reincke@apexnc.org

IN WITNESS WHEREOF, this License Agreement has been executed the last day and year set out below, on the part of the Department and the Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: _____ Elizabeth Smith

NAME: _____ Julie White

TITLE: _____
Processing Agent

TITLE: _____
Deputy Secretary of Multi Modal
Transportation

DATE: _____

DATE: _____

MAILING ADDRESS

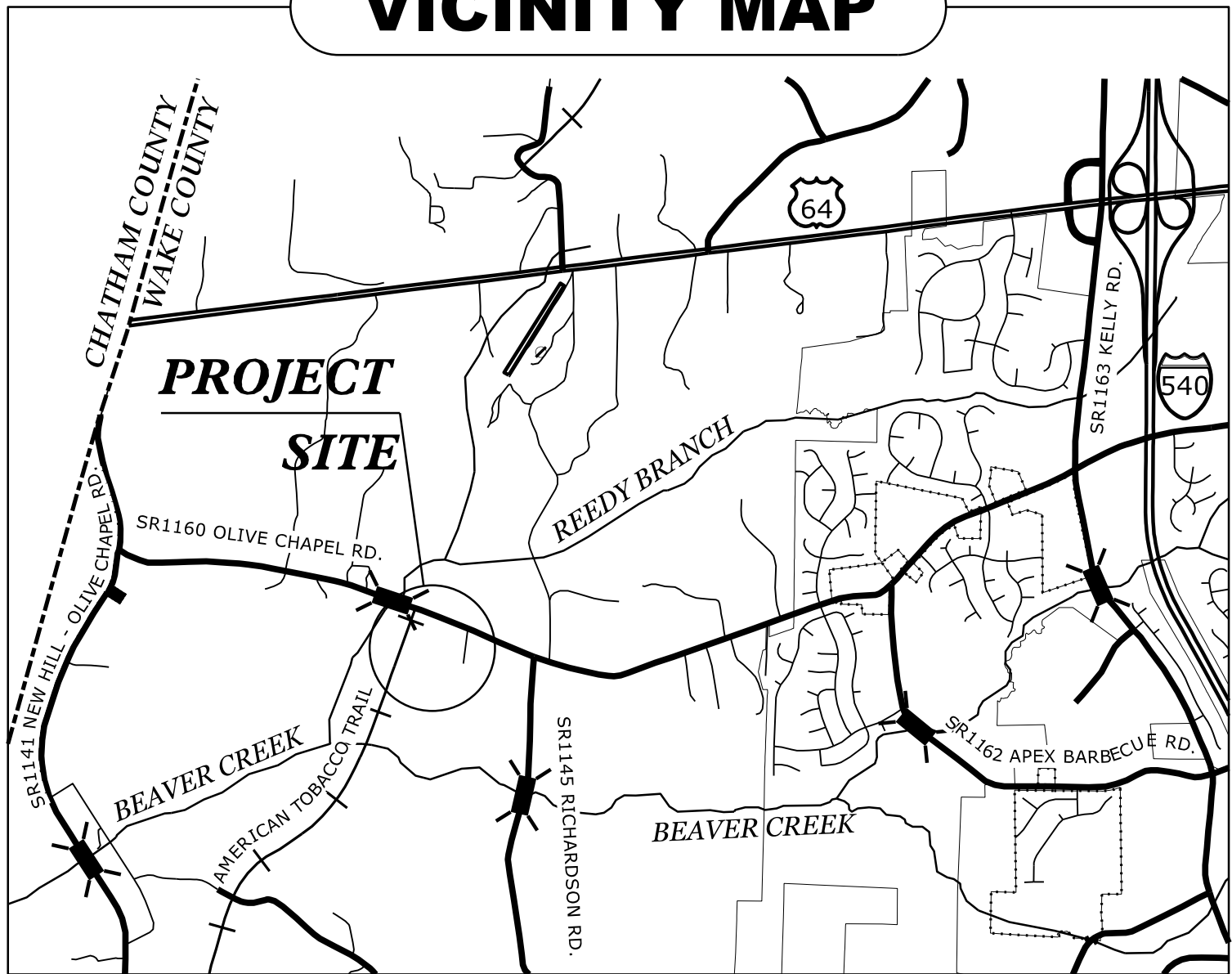
North Carolina Department of Transportation
Rail Division, Operations & Facilities Branch
1553 Mail Service Center
Raleigh, NC 27699-1556
ATTN: Andy Miller
samiller@ncdot.gov

EXHIBIT A

PROJECT DATA

Name, Address, and Parcel IDs:	Name:	Apex West Greenway
	Address:	2925 Olive Chapel Rd.
		Apex, NC 27502
	Parcel IDs:	0711-98-6221
		0721-09-5966
Project Coordinates:	Latitude:	35.728355°
	Longitude:	-78.930904°
Preparer:	Company Name:	Wetherill Engineering
	Contact Name:	Jonathan Hefner
	Address:	1223 Jones Franklin Rd.
		Raleigh, NC 27606
	Phone:	919-851-8077
Owner:		Town of Apex
	Contract Purchaser:	Name: Town of Apex Parks & Recreation
		Contact Name: Andrew Havens
		Address: 73 Hunter St.
		Apex, NC 27502
Annexation Number:		Phone: 919-249-3400
		Email: drew.havens@apexnc.org
Zoning:		N/A
		N/A
		Protected Open Space
		2 acres
		N/A
Area of Tracts:		N/A
		Primary
		Outside 100-yr floodplain for Reedy Branch
		N/A
		N/A
Required setbacks:		N/A
		N/A
		N/A
		N/A
		N/A
Watershed Protection Overlay District:		N/A
		N/A
		N/A
		N/A
		N/A
FEMA:		N/A
		N/A
		N/A
		N/A
		N/A
Gross Area of Buildings:		N/A
		N/A
		N/A
		N/A
		N/A
Gross Floor Area:		N/A
		N/A
		N/A
		N/A
		N/A
Building Height:		N/A
		N/A
		N/A
		N/A
		N/A
Minimum Number of Parking Spaces Required:		N/A
		N/A
		N/A
		N/A
		N/A
Maximum Number of Parking Spaces Permitted:		N/A
		N/A
		N/A
		N/A
		N/A
Parking Spaces Provided:		N/A
		N/A
		N/A
		N/A
		N/A
Number of Handicapped Spaces:		N/A
		N/A
		N/A
		N/A
		N/A
Percentage of Parking on Side and Rear:		N/A
		N/A
		N/A
		N/A
		N/A
Amount and Percentage of Built Upon Area Allowed:		N/A
		N/A
		N/A
		N/A
		N/A
Amount and Percentage of Built Upon Area Proposed:		N/A
		N/A
		N/A
		N/A
		N/A
Gross Area and Percent of RCA Required:		N/A
		N/A
		N/A
		N/A
		N/A
Gross Area and Percent of RCA Provided:		N/A
		N/A
		N/A
		N/A
		N/A
Historic Structures:		No
		N/A
		N/A
		N/A
		N/A
Two Community Amenities:		N/A
		N/A
		N/A
		N/A
		N/A
Type of Grading:		N/A
		N/A
		N/A
		N/A
		N/A
Natural Drainage Patterns Preserved:		95%

VICINITY MAP



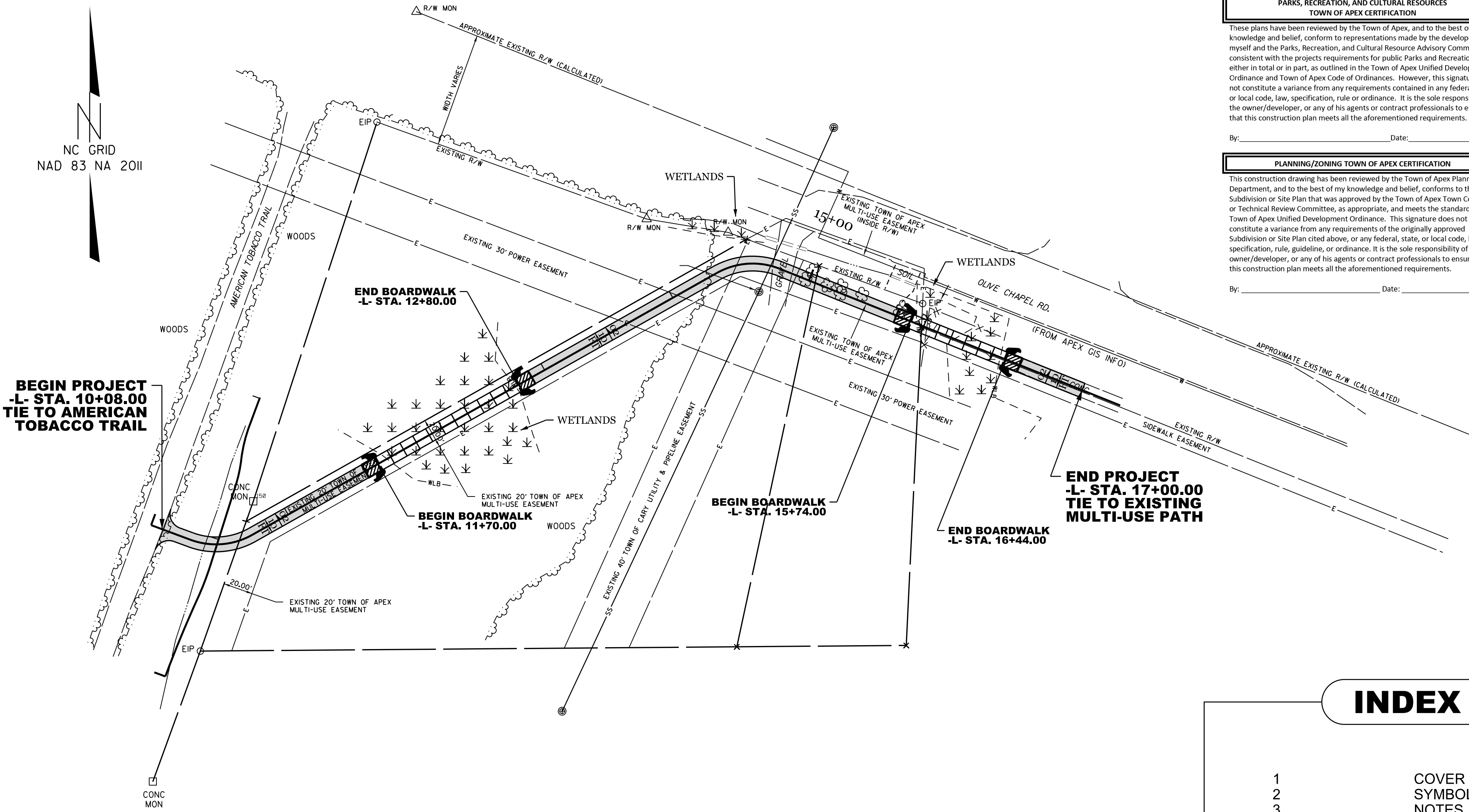
CONSTRUCTION PLANS FOR:

TOWN OF APEX
NORTH CAROLINA

APEX WEST GREENWAY

LOCATION:
FROM OLIVE CHAPEL RD. TO AMERICAN TOBACCO TRAIL

TYPE OF WORK:
GRADING, PAVING, STRUCTURE, DRAINAGE, & EROSION CONTROL



PUBLIC INFRASTRUCTURE TABLE		
WATER LINES	0 LF	
SEWER LINES	0 LF	
CURB & GUTTER	0 LF	
STORM DRAIN	0 LF	
GREENWAY	692 LF	@ \$1.35/LF = \$934.20
SIDEWALK	0 LF	
NEW STREETS	0 LF	

BUILDING INSPECTIONS & PERMITS TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Building Inspections & Permits Department, and to the best of my knowledge and belief, conforms to the requirements established within the Town's Code of Ordinances and the North Carolina State Building Codes. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____
ELECTRIC TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Electric Department, and to the best of my knowledge and belief, conforms to the requirements established in the Standard Specifications and Construction Details and the Unified Development Ordinance of the Town of Apex. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____
FIRE DEPARTMENT TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Fire Department, and to the best of my knowledge and belief, conforms to the requirements established within the Town's Standard Specifications, Fire Protection Ordinances, and the North Carolina International Fire Code. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____
PARKS, RECREATION, AND CULTURAL RESOURCES TOWN OF APEX CERTIFICATION These plans have been reviewed by the Town of Apex, and to the best of my knowledge and belief, conform to representations made by the developer to myself and the Parks, Recreation, and Cultural Resource Advisory Commission consistent with the project's requirements for public Parks and Recreation, either in total or in part, as outlined in the Town of Apex Unified Development Ordinance and Town of Apex Code of Ordinances. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____
PLANNING/ZONING TOWN OF APEX CERTIFICATION This construction drawing has been reviewed by the Town of Apex Planning Department, and to the best of my knowledge and belief, conforms to the Subdivision or Site Plan that was approved by the Town of Apex Town Council or Technical Review Committee, as appropriate, and meets the standards of the Town of Apex Unified Development Ordinance. This signature does not constitute a variance from any requirements of the originally approved Subdivision or Site Plan cited above, or any federal, state, or local code, law, specification, rule, guideline, or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____

PUBLIC WORKS & TRANSPORTATION TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Public Works & Transportation Department, and to the best of my knowledge and belief, provides an acceptable transportation system with consideration for the elements contained within the Transportation Plan conforming to the requirements established in the Standard Specifications & Standard Details and the Unified Development Ordinance of the Town of Apex. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____
WATER RESOURCES SOIL EROSION & SEDIMENTATION CONTROL TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex, and to the best of my knowledge and belief, conforms to the requirements established in the Soil Erosion and Sedimentation Control Ordinance of the Town of Apex. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. This signature does not constitute plan approval, only plan requirements. A separate letter of plan approval will be mailed to the financially responsible person at a later date according to the construction sequence. By: _____ Date: _____
WATER RESOURCES STORMWATER ENGINEERING TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Water Resources Stormwater & Utility Engineering Division and to the best of my knowledge and belief, conforms to the requirements established in the Standard Specifications and Standard Details of the Town of Apex. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. This signature serves as the stormwater permit for this project. By: _____ Date: _____
WATER RESOURCES UTILITY ENGINEERING TOWN OF APEX CERTIFICATION This drawing has been reviewed by the Town of Apex Water Resources Department, and to the best of my knowledge and belief, conforms to the requirements established in the Standard Specifications and Standard Details of the Town of Apex. However, this signature does not constitute a variance from any requirements contained in any federal, state, or local code, law, specification, rule or ordinance. It is the sole responsibility of the owner/developer, or any of his agents or contract professionals to ensure that this construction plan meets all the aforementioned requirements. By: _____ Date: _____

INDEX OF SHEETS

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4	EXISTING CONDITIONS
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7	CONSTRUCTION DETAILS
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EC-6	EROSION CONTROL FINAL
X-1	CROSS SECTIONS
X-2	CROSS SECTIONS
X-3	CROSS SECTIONS

REVISIONS:		
NO.	DATE	DESCRIPTION

PLANS PREPARED FOR:	
PROJECT CONTACT:	TOWN OF APEX
ANGELA REINCKE	73 Hunter Street
PARKS AND GREENWAY PLANNER	Apex, NC 27502
PO BOX 250	
APEX, NC 27502	
919.372.7468	

APEX WEST GREENWAY

CONNECTION FROM
OLIVE CHAPEL ROAD
TO AMERICAN TOBACCO TRAIL

PLANS PREPARED BY:	
1223 Jones Franklin Rd., Raleigh, N.C. 27606	
License No. F-0377	
Bus: 919 851 8077 Fax: 919 851 8107	

ROADWAY ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	






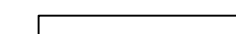



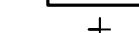
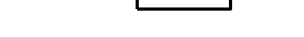
DATE: MARCH 4, 2020	COVER SHEET	
WEI PROJECT NO.:		
20326.01		
	1	

CONVENTIONAL PLAN SHEET SYMBOLS

BOUNDARIES AND PROPERTY:

State Line	
County Line	
Township Line	
City Line	
Reservation Line	
Property Line	
Existing Iron Pin	
Computed Property Corner	
Property Monument	
Parcel/Sequence Number	
Existing Fence Line	
Proposed Woven Wire Fence	
Proposed Chain Link Fence	
Proposed Barbed Wire Fence	
Existing Wetland Boundary	
Proposed Wetland Boundary	
Existing Endangered Animal Boundary	
Existing Endangered Plant Boundary	
Existing Historic Property Boundary	
Known Contamination Area: Soil	
Potential Contamination Area: Soil	
Known Contamination Area: Water	
Potential Contamination Area: Water	
Contaminated Site: Known or Potential	

BUILDINGS AND OTHER CULTURE:

Gas Pump Vent or U/G Tank Cap	
Sign	
Well	
Small Mine	
Foundation	
Area Outline	
Cemetery	
Building	
School	
Church	
Dam	

HYDROLOGY:

Stream or Body of Water	
Hydro, Pool or Reservoir	
Jurisdictional Stream	
Buffer Zone 1	
Buffer Zone 2	
Flow Arrow	
Disappearing Stream	
Spring	
Wetland	
Proposed Lateral, Tail, Head Ditch	
False Sump	

RAILROADS:

Standard Gauge	
RR Signal Milepost	
Switch	
RR Abandoned	
RR Dismantled	

RIGHT OF WAY & PROJECT CONTROL:

Secondary Horiz and Vert Control Point	
Primary Horiz Control Point	
Primary Horiz and Vert Control Point	
Exist Permanent Easment Pin and Cap	
New Permanent Easement Pin and Cap	
Vertical Benchmark	
Existing Right of Way Marker	
Existing Right of Way Line	
New Right of Way Line	
New Right of Way Line with Pin and Cap	
New Right of Way Line with Concrete or Granite RW Marker	
New Control of Access Line with Concrete C/A Marker	
Existing Control of Access	
New Control of Access	
Existing Easement Line	
New Temporary Construction Easement	
New Temporary Drainage Easement	
New Permanent Drainage Easement	
New Permanent Drainage / Utility Easement	
New Permanent Utility Easement	
New Temporary Utility Easement	
New Aerial Utility Easement	

ROADS AND RELATED FEATURES:

Existing Edge of Pavement	
Existing Curb	
Proposed Slope Stakes Cut	
Proposed Slope Stakes Fill	
Proposed Curb Ramp	
Existing Metal Guardrail	
Proposed Guardrail	
Existing Cable Guiderail	
Proposed Cable Guiderail	
Equality Symbol	
Pavement Removal	

VEGETATION:

Single Tree	
Single Shrub	

Note: Not to Scale

*S.U.E. = Subsurface Utility Engineering

Hedge	
Woods Line	
Orchard	
Vineyard	

EXISTING STRUCTURES:

MAJOR:	
Bridge, Tunnel or Box Culvert	
Bridge Wing Wall, Head Wall and End Wall	
MINOR:	
Head and End Wall	
Pipe Culvert	
Footbridge	
Drainage Box: Catch Basin, DI or JB	
Paved Ditch Gutter	
Storm Sewer Manhole	
Storm Sewer	

UTILITIES:

POWER:	
Existing Power Pole	
Proposed Power Pole	
Existing Joint Use Pole	
Proposed Joint Use Pole	
Power Manhole	
Power Line Tower	
Power Transformer	
U/G Power Cable Hand Hole	
H-Frame Pole	
U/G Power Line LOS B (S.U.E.*)	
U/G Power Line LOS C (S.U.E.*)	
U/G Power Line LOS D (S.U.E.*)	

TELEPHONE:

Existing Telephone Pole	
Proposed Telephone Pole	
Telephone Manhole	
Telephone Pedestal	
Telephone Cell Tower	
U/G Telephone Cable Hand Hole	
U/G Telephone Cable LOS B (S.U.E.*)	
U/G Telephone Cable LOS C (S.U.E.*)	
U/G Telephone Cable LOS D (S.U.E.*)	
U/G Telephone Conduit LOS B (S.U.E.*)	
U/G Telephone Conduit LOS C (S.U.E.*)	
U/G Telephone Conduit LOS D (S.U.E.*)	
U/G Fiber Optics Cable LOS B (S.U.E.*)	
U/G Fiber Optics Cable LOS C (S.U.E.*)	
U/G Fiber Optics Cable LOS D (S.U.E.*)	

WATER:

Water Manhole	
Water Meter	
Water Valve	
Water Hydrant	
U/G Water Line LOS B (S.U.E*)	
U/G Water Line LOS C (S.U.E*)	
U/G Water Line LOS D (S.U.E*)	
Above Ground Water Line	

TV:

TV Pedestal	
TV Tower	
U/G TV Cable Hand Hole	
U/G TV Cable LOS B (S.U.E.*)	
U/G TV Cable LOS C (S.U.E.*)	
U/G TV Cable LOS D (S.U.E.*)	
U/G Fiber Optic Cable LOS B (S.U.E.*)	
U/G Fiber Optic Cable LOS C (S.U.E.*)	
U/G Fiber Optic Cable LOS D (S.U.E.*)	

GAS:

Gas Valve	
Gas Meter	
U/G Gas Line LOS B (S.U.E.*)	
U/G Gas Line LOS C (S.U.E.*)	
U/G Gas Line LOS D (S.U.E.*)	
Above Ground Gas Line	

SANITARY SEWER:

Sanitary Sewer Manhole	
Sanitary Sewer Cleanout	
U/G Sanitary Sewer Line	
Above Ground Sanitary Sewer	
SS Forced Main Line LOS B (S.U.E.*)	
SS Forced Main Line LOS C (S.U.E.*)	
SS Forced Main Line LOS D (S.U.E.*)	

MISCELLANEOUS:

Utility Pole	
Utility Pole with Base	
Utility Located Object	
Utility Traffic Signal Box	
Utility Unknown U/G Line LOS B (S.U.E.*)	
U/G Tank; Water, Gas, Oil	
Underground Storage Tank, Approx. Loc.	
A/G Tank; Water, Gas, Oil	
Geoenvironmental Boring	
U/G Test Hole LOS A (S.U.E.*)	
Abandoned According to Utility Records	
End of Information	

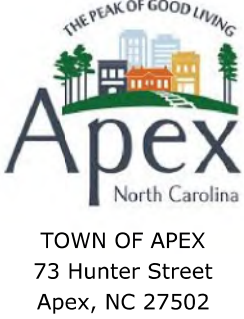
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PW - Transportation	Date	WR - Stormwater	Date
Building Inspections	Date	Planning	Date
WR - Utility Engineering	Date	Planning - Transportation	Date
Electric	Date	Fire	Date
WR - S&E	Date	Parks, Recreation & Cultural Res.	Date

REVISIONS:		
NO.	DATE	DESCRIPTION

PLANS PREPARED FOR:

PROJECT CONTACT:
ANGELA REINCKE
PARKS AND GREENWAY PLANNER
PO BOX 250
APEX, NC 27502
919.372.7468



APEX WEST GREENWAY

CONNECTION FROM
OLIVE CHAPEL ROAD
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PLANS PREPARED BY:



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ROADWAY
ENGINEER

HYDRAULICS
ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL
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DATE: MARCH 4, 2020

CONVENTIONAL SYMBOLS

WEI PROJECT NO.:

20326.01

2

Required Site Plan Notes:

1)No site development activity including, but not limited to, testing, clearing, installation of S&E measures, or grading shall occur until required tree protection fencing has been installed and inspected. A Tree Protection Fencing Installation Permit may be obtained at the Planning Department or online at http://www.apexnc.org/215/Applications- Schedules.

2)Tree protection fencing must be placed:

a. One foot away from any saved tree for each inch of diameter at breast height,

b. Along the outside line of the 100-year floodplain and the outside edge of any riparian buffer, and

c. At least 10 feet away from any other designated RCA such as, but not limited to, historic buildings and structures, wetlands, and ponds.

3)Additional tree protection fencing may be required in other locations close to construction activity where it is deemed necessary by the zoning enforcement officer; such areas may include, but are not limited to, common property lines or near public areas (sidewalks, etc.).

4)If buildings are to be demolished, a copy of the Demolition Notification from the NC Health Hazard Control Unit and an asbestos inspection report from a NC accredited asbestos inspector must accompany the application for the demolition permit which must be obtained prior to start of the demolition.

5)All grading and support structures associated with any retaining structure shall not encroach into any required buffer or protected area (e.g. RCA, the critical root zones of trees, public utility easements and rights-of-way), and shall be contained entirely on site.

6)Site elements required to satisfy recreational requirements such as, but not limited to, play fields, greenway trails and items typically associated with them (benches, trash containers, signs, etc.) must meet any applicable standards found in the Town of Apex Standard Specifications and Standard Details and the requirements of the Town of Apex Parks and Recreation Department.

7)The screening of loading docks, roll-out trash containers, dumpsters, outdoor storage, mechanical and HVAC equipment, and similar facilities on the roof, ground, or building shall meet the requirements of UDO Sec. 8.2.8. Specifically, screening must be done so that:

a. It is incorporated into the overall design theme of the building and landscape.

b. Screening materials are not different from or inferior to the principal materials of the building or landscape, and are similar in materials and color.

c. Screened items are out of view from adjacent properties and public streets, and a totally opaque screen is achieved.

d. Any ground-mounted HVAC or other mechanical or utility equipment six (6) feet tall or higher must be fenced and landscaped.

e. Dumpster enclosures must meet the above requirements plus be eight (8) feet tall or the height of the dumpster, whichever is greater, and be built of masonry material with opaque gates. Where practicable, shrubs or other plants must be planted outside the enclosure to visually soften the appearance.

8)All required site elements shown within a particular phase must be installed before a final Certificate of Occupancy may be issued for any building within that phase.

9)Prior to scheduling a final site inspection, all site items (e.g. lighting, landscaping, mulching, screening for dumpsters, mechanical equipment, HVAC, etc., seeding & site stabilization, and parking and pavement marking) must be completed.

10)Individual signs are not approved as part of the site plan approval process. A separate sign permit must be obtained prior to installation of the sign. Multiple use lots, non-residential subdivisions and multiple tenant lots must submit a Master Sign Plan for approval.

11)Retaining systems providing a cumulative vertical relief greater than five feet in height within a horizontal distance of 50 feet or less, including retaining walls or mechanically stabilized earth walls, shall be designed and constructed under the responsible charge of a registered professional engineer and comply in all aspects with the NC Building Code Sec. 1610. Retaining systems meeting these criteria will require a separate building permit prior to the start of work. All retaining walls and other retention structures must be integrally tinted or stained a medium or dark brown or rust color or be covered with a masonry veneer that is a medium or dark brown or rust color.

12)A Grading Permit, when applicable, may only be issued by the Building Inspections Division after the installation and approval of tree protection fencing and S&E measures and a Certificate of Compliance has been issued by the Water Resources Department.

13)Prior to approval of a Final Plat or issuance of a Certificate of Occupancy for any development where a Stormwater Control Measure (SCM) is required, contact the Environmental Programs Manager at 919-249-3413 to demonstrate that the required structure is in place, is operational, and complies with all relevant portions of UDO Sec. 6.1.12 Engineered Stormwater Controls. If the SCM is used as part of a temporary erosion control measure, the inspection will occur during the appropriate phase of construction.

14)All water and sewer lines shall be installed with a minimum of three (3) feet of cover.

15)Maintain a minimum of 18 inches of vertical separation between utilities.

16)Verify all illustrated utility crossings prior to construction and notify the engineer if conflicts are encountered.

17)Contractor shall coordinate utility relocation or abandonment with local utility companies as required.

18)All metered connections to Town potable water shall have a Town-approved backflow prevention assembly installed.

19)Water and sewer shall be at least 10 feet laterally from existing or proposed sewers. Where local conditions prevent a separation of at least 10 feet, the water main may be laid closer, provided that the elevation of the bottom of the water main is at least 18 inches above the top of the sewer with a horizontal separation of at least three (3) feet.

20)All new public water and sewer lines contained within a Town of Apex Public Utility Easement will require a Water Distribution Extension Permit and/or a Gravity Sewer Extension Permit to the release of construction drawings. All Water Distribution Extension Permit Applications shall be accompanied by a Sealed Engineer’s Report per the Town of Apex Spec Book. Please contact the Engineering Division at 919-249-3394 to obtain these permit applications.

21)A plumbing permit issued by the Building Inspection Division is required for all plumbing systems, including storm drainage systems, installed outside the Public Right-of-Way or a Public Utility Easement. These systems shall be inspected and approved by the plumbing inspector prior to covering. Contact the Building Inspections Director at 919-249-3381 for information including the utilization of a third-party inspection agency.

22)It is the responsibility of the owner or his representative(s) to locate and identify all existing and proposed utilities and to clearly identify them on the approved plans.

23)No private utility easements shall be allowed to be counted in the calculations for buffers, RCA, or required landscape areas.

24)All landscaping is required to be installed prior to a Certificate of Occupancy for the project, or in the case of phased development, for the phase of the project. If the applicant chooses to delay the installation of landscaping from April 1 through September 1, then the applicant shall provide a cash bond equal to 150% of the cost of materials and installation, based on the highest estimate received, to ensure installation of the required landscaping. Additional exceptions may be granted by the Planning Director in accordance with UDO Sec. 8.2.2.E.

25)Required buffers must meet the minimum opacity requirements for the particular type of buffer as described in UDO Sec. 8.2.6.

26)Any vegetation that is dead, substandard, unhealthy, of poor structural quality, or missing shall be replaced in conformance with Town standards.

27)All plant material shall be allowed to reach their mature size and maintained at their mature size. Plants shall not be cut or severely pruned so that their natural form is impaired.

28)All slopes equal to 2:1 shall be stabilized with permanent slope retention or a suitable combination of plantings and retention devices.

29)Slopes steeper than 3:1 but less than 2:1 shall be stabilized with permanent groundcover, not with turf grass.

30)All outdoor light fixtures shall be located a minimum of 10 feet from a property or right-of-way line, and at least two feet away from any required perimeter or streetscape buffer and tree save area.

31)Lamps for non-cutoff light fixtures shall not exceed 100 watts.

32)Wall pack light fixtures must be fully shielded, true cutoff type fixtures with a concealed lamp/light source. The lighting must be directed downward and the wattage must not exceed 100 watts.

33)Floodlights or other types of lighting are prohibited unless approval is given through the development review process and reflected on the approved site plan.

34)Awnings and canopies used for accents over doors and windows shall not be internally lit.

35)Before certificates of occupancy are released, the owner/builder must supply the Town with a final letter of certification from the lighting engineer and/or lighting manufacturer verifying that all site lighting is installed according to Town standards, the approved plans, and any applicable conditions.

36)Architectural construction plans must adhere to the approved site plans. Any proposed changes must be submitted to the Planning Department for approval.

Town of Apex Construction Sequence

The following begins only after Construction Plans are approved, signed by Town staff and copies are received.

1. Through the Infrastructure Inspections Manager at (919) 249-3386, schedule a pre-construction meeting with inspectors and other Town staff.

2. Fill out Tree/Protection Fencing Installation Permit Application (obtain from Planning Department).

3. Have a surveyor flag property lines, easements, buffers, tree protection areas, and flag the protection limits.

4. Contact an Apex Planning Department Zoning Compliance Officer at (919)249-3426 to request approval for tree protection fencing locations.

5. Install approved tree protection fencing, signs, and/or any other protection measures that may be required. Call Planning at 249-3426 for a final inspection of protection measures. Planning will forward approval to Water Resources, Erosion Control field staff.

6. Submit the applicable S&E performance guarantee to the Development Services Supervisor at 249-3394 in Development Services. An invoice can be requested from Water Resources at (919) 362-8166. The erosion control Letter of Plan Approval will not be issued until the guarantee has been submitted.

7. Request a Letter of Plan Approval for sedimentation and erosion control measures from Water Resources staff at (919) 362-8166.

8. Complete and submit an electronic Notice of Intent (e-NOI) form with NCDEMLR requesting a Certificate of Coverage (COC) under the NCG01 Construction Stormwater General Permit. Visit the following website: https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-landpermits/stormwater-permits/construction-sw The COC must be submitted to the Town prior to the commencement of any land disturbing activity.

9. Install gravel construction entrance, temporary diversions, silt fencing, sediment basins, bypass channels, and/or other measures as shown on the approved plans. Clear only as necessary to install these devices.

10. When completed, call Water Resources staff at (919) 362-8166 for an on-site inspection and to request a Certificate of Compliance. Water Resources will also forward a copy to the Building Inspections & Permitting Department.

11. Complete a Grading Permit Application, if required, from the Building Inspections & Permitting Department.

12. Once a Grading Permit is reviewed and issued by the Building Inspections & Permitting Department, arrange a pre-construction meeting with Rudy Baker at 249-3381 prior to any grading activities. This meeting is separate from any other pre-construction meetings required in the Construction Sequence.

13. Post Grading Permit prominently on site at all times.

14. Begin clearing, grubbing, and rough grade of the site in accordance with the approved grading plan.

15. Stockpile a sufficient amount of topsoil to cover 3 inches over landscaped areas at the end of the project.

16. Install storm sewer, if applicable, and protect inlets with inlet protection devices, sediment devices, and/or other approved measures as shown on plans. Maintain S&E measures as needed.

17. After completion of any phase of grading or when land-disturbing activities have temporarily ceased, establish groundcover on swales and ditches and graded slopes steeper than 3:1 within 7 calendar days; slopes that are 3:1 or flatter must establish groundcover within 14 calendar days.

18. Stabilize site as areas are brought up to finished grade with vegetation or paving.

19. Prior to plat approval, all disturbed areas both public and private, must be properly stabilized. All temporary erosion control measures must be installed, be functioning properly and be maintained for the entire area contained within the plat.

20. Flush and clean all stormwater system pipes. Clean and remove sediment from temporary sediment holding devices. Follow the SCM Construction Sequence found on the Grading and/or SCM Detail sheet on the Construction Plan set.

21. Remove all temporary diversions, silt fencing, sediment basins, etc. and provide adequate cover or pave any resulting bare areas. All permanent erosion control devices should be installed at this point.

22. When vegetation has been established, call Water Resources staff at (919) 362-8166 for a final site inspection and to request a Certificate of Completion. The S&E performance guarantee will be released with the issuance of the Certificate of Completion. Visit the State website listed above and submit an electronic Notice of Termination (e-NOT) to end coverage under the NCG01 permit.

23. The Property Owner/Home Owners Association will be responsible for permanent erosion control maintenance of the site.

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

PW - Transportation

Date

WR - Stormwater

Date

Building Inspections

Date

Planning

Date

WR - Utility Engineering

Date

Planning - Transportation

Date

Electric

Date

Fire

Date

WR - S&E

Date

Parks, Recreation & Cultural Res.

Date

REVISIONS:

NO.

DATE

DESCRIPTION

PLANS PREPARED FOR:

PROJECT CONTACT:
ANGELA REINCKE
PARKS AND GREENWAY PLANNER
PO BOX 250
APEX, NC 27502
919.372.7468

THE PEAK OF GOOD LIVING

Apex

North Carolina

TOWN OF APEX
73 Hunter Street
Apex, NC 27502

PLANS PREPARED BY:

WETHERILL
ENGINEERING

1223 Jones Franklin Rd., Raleigh, N.C. 27606
License No. F-0377
Bus: 919 851 8077 Fax: 919 851 8107

ROADWAY
ENGINEER

HYDRAULICS
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DO NOT USE FOR R/W ACQUISITION

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DATE: MARCH 4, 2020

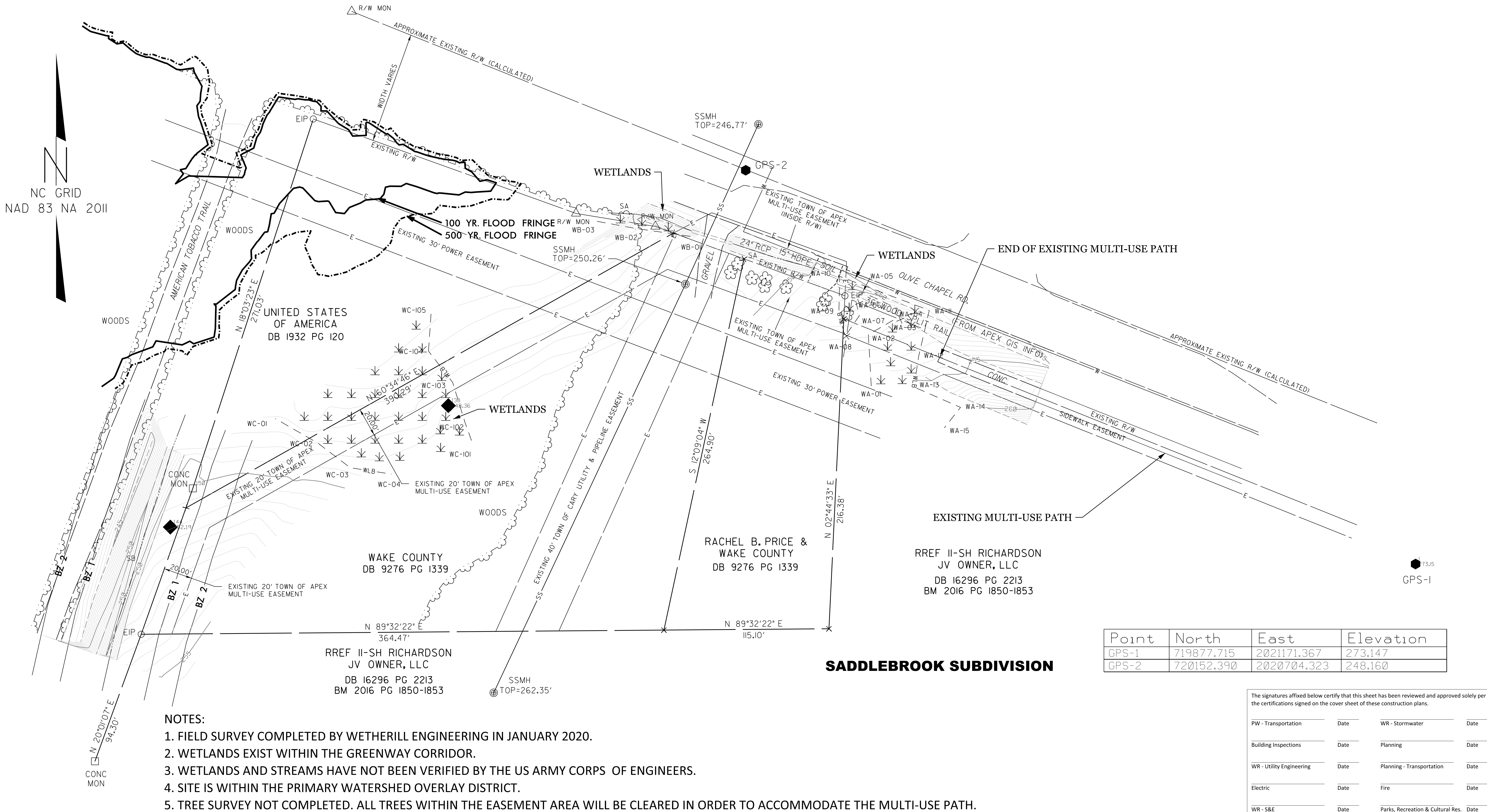
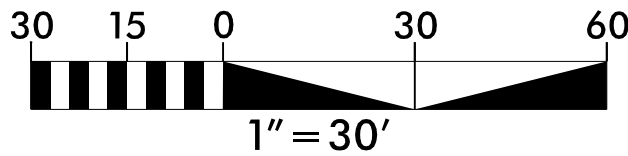
NOTES

WEI PROJECT NO.:

20326.01

3

- Page 71 -



- NOTES:**
1. FIELD SURVEY COMPLETED BY WETHERILL ENGINEERING IN JANUARY 2020.
 2. WETLANDS EXIST WITHIN THE GREENWAY CORRIDOR.
 3. WETLANDS AND STREAMS HAVE NOT BEEN VERIFIED BY THE US ARMY CORPS OF ENGINEERS.
 4. SITE IS WITHIN THE PRIMARY WATERSHED OVERLAY DISTRICT.
 5. TREE SURVEY NOT COMPLETED. ALL TREES WITHIN THE EASEMENT AREA WILL BE CLEARED IN ORDER TO ACCOMMODATE THE MULTI-USE PATH.

Point	North	East	Elevation
GPS-1	719877.715	2021171.367	273.147
GPS-2	720152.390	2020704.323	248.160

The signatures affixed below certify that this sheet has been reviewed and approved solely per the certifications signed on the cover sheet of these construction plans.

PW - Transportation	Date	WR - Stormwater	Date
Building Inspections	Date	Planning	Date
WR - Utility Engineering	Date	Planning - Transportation	Date
Electric	Date	Fire	Date
WR - S&E	Date	Parks, Recreation & Cultural Res.	Date

REVISIONS:		
NO.	DATE	DESCRIPTION

PLANS PREPARED FOR:

PROJECT CONTACT:
ANGELA REINCKE
PARKS AND GREENWAY PLANNER
PO BOX 250
APEX, NC 27502
919.372.7468

Apex
North Carolina
TOWN OF APEX
73 Hunter Street
Apex, NC 27502

APEX WEST GREENWAY

CONNECTION FROM
OLIVE CHAPEL ROAD
TO AMERICAN TOBACCO TRAIL

PLANS PREPARED BY:

WETHERILL ENGINEERING

1223 Jones Franklin Rd., Raleigh, N.C. 27606
License No. F-0377
Bus: 919 851 8077 Fax: 919 851 8107

ROADWAY ENGINEER

HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

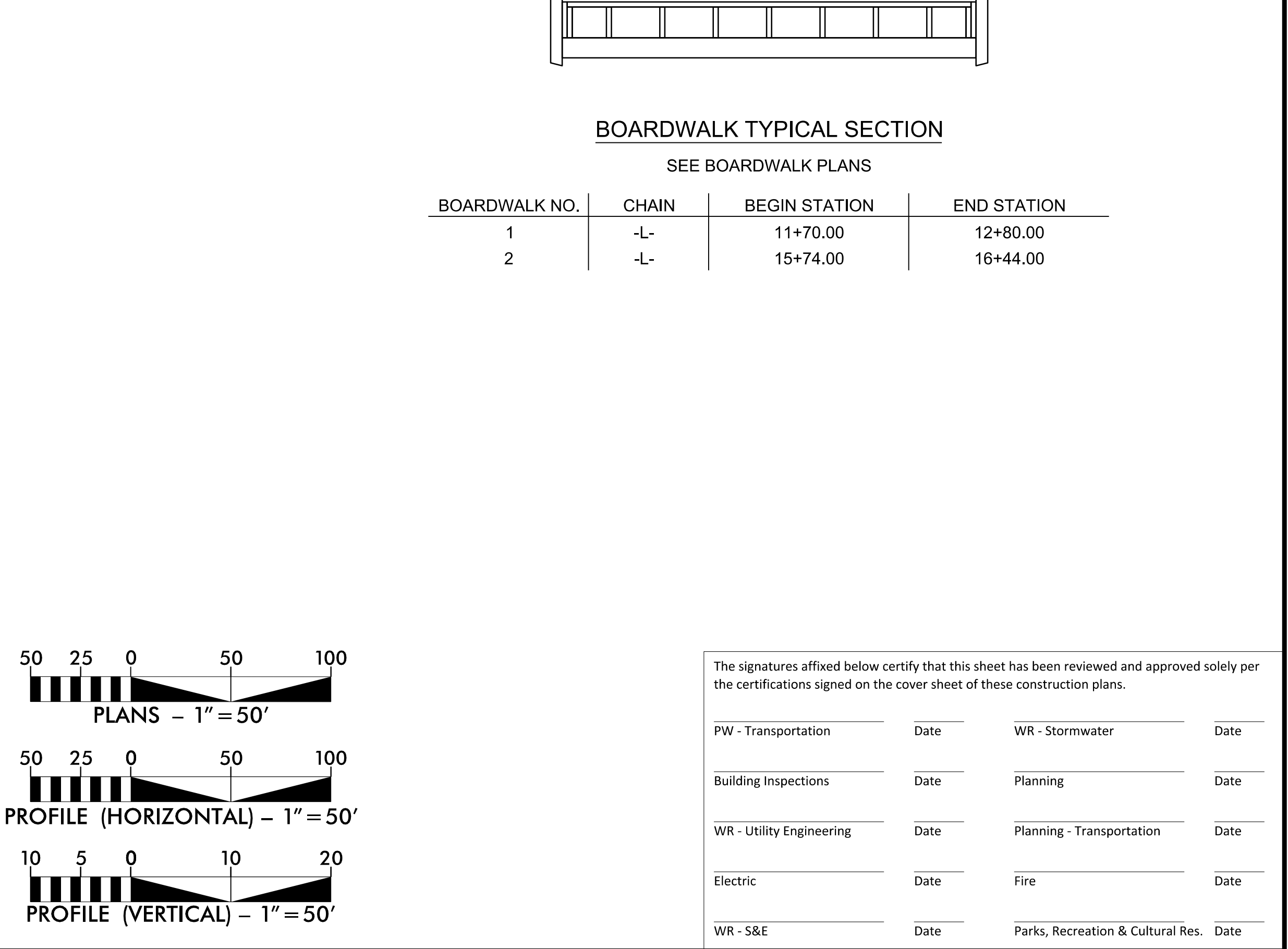
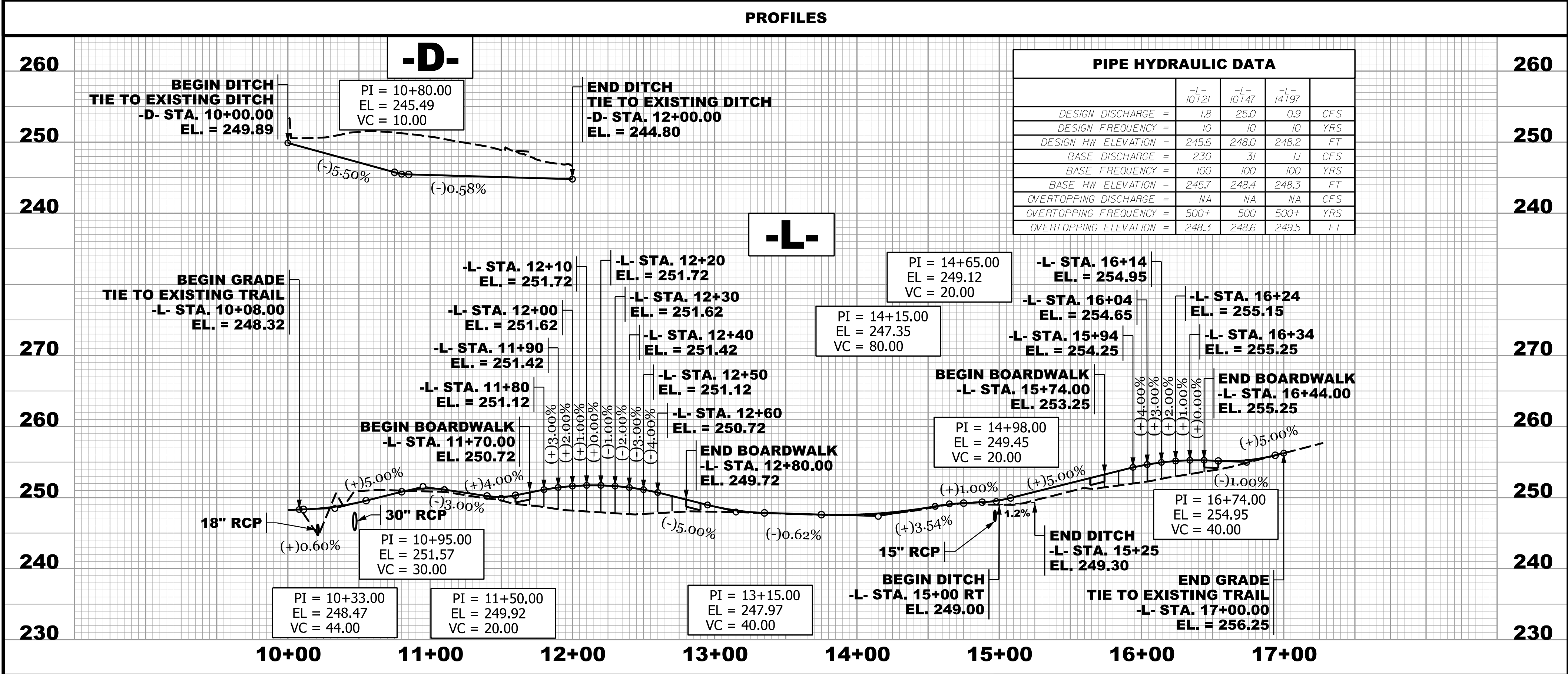
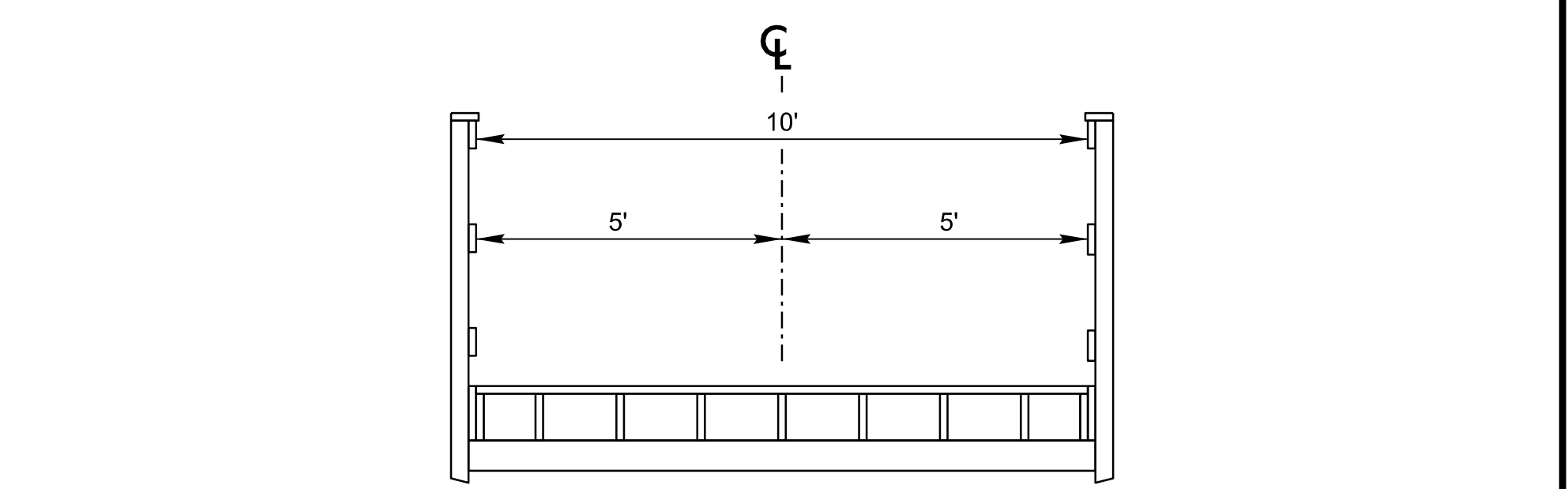
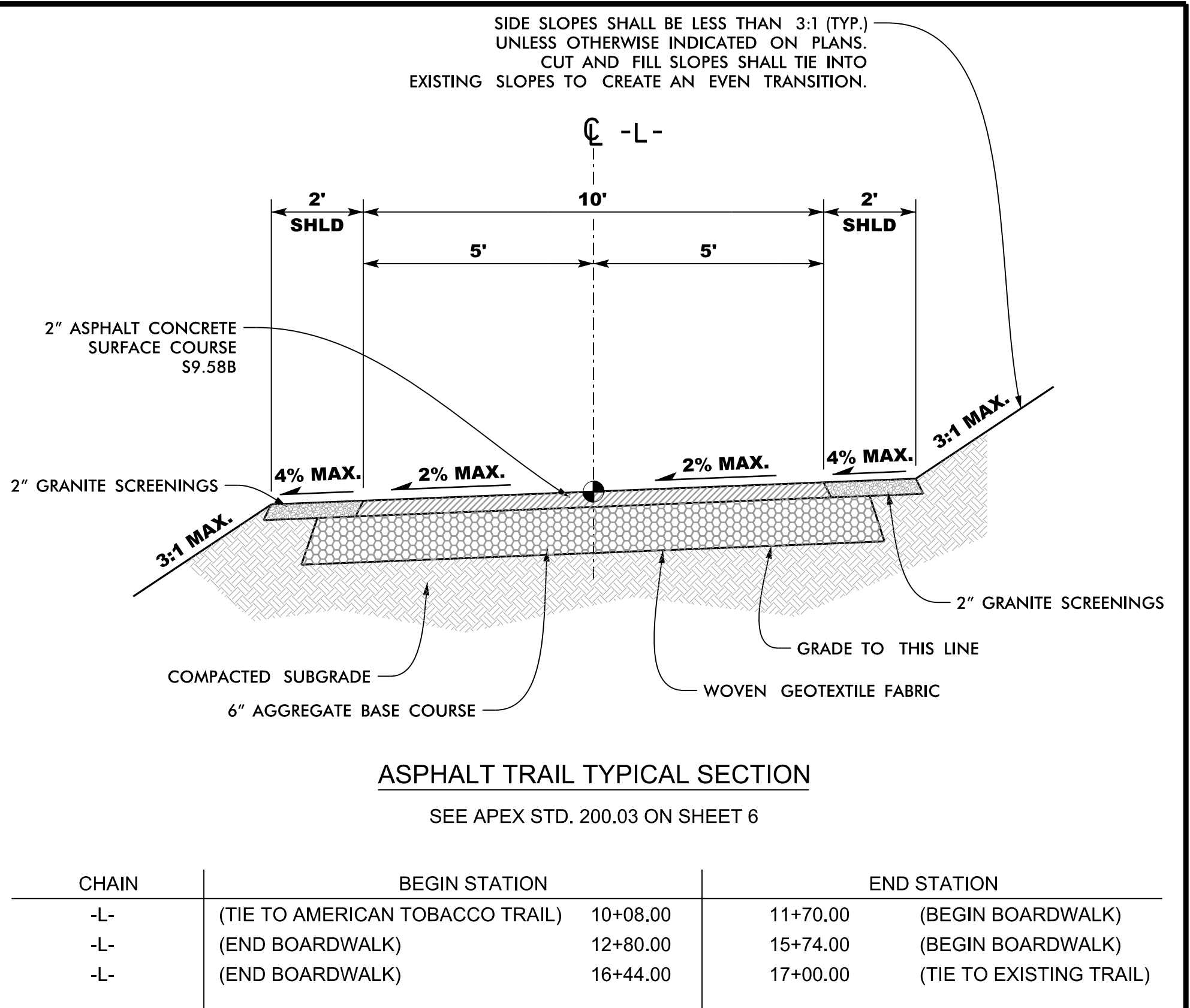
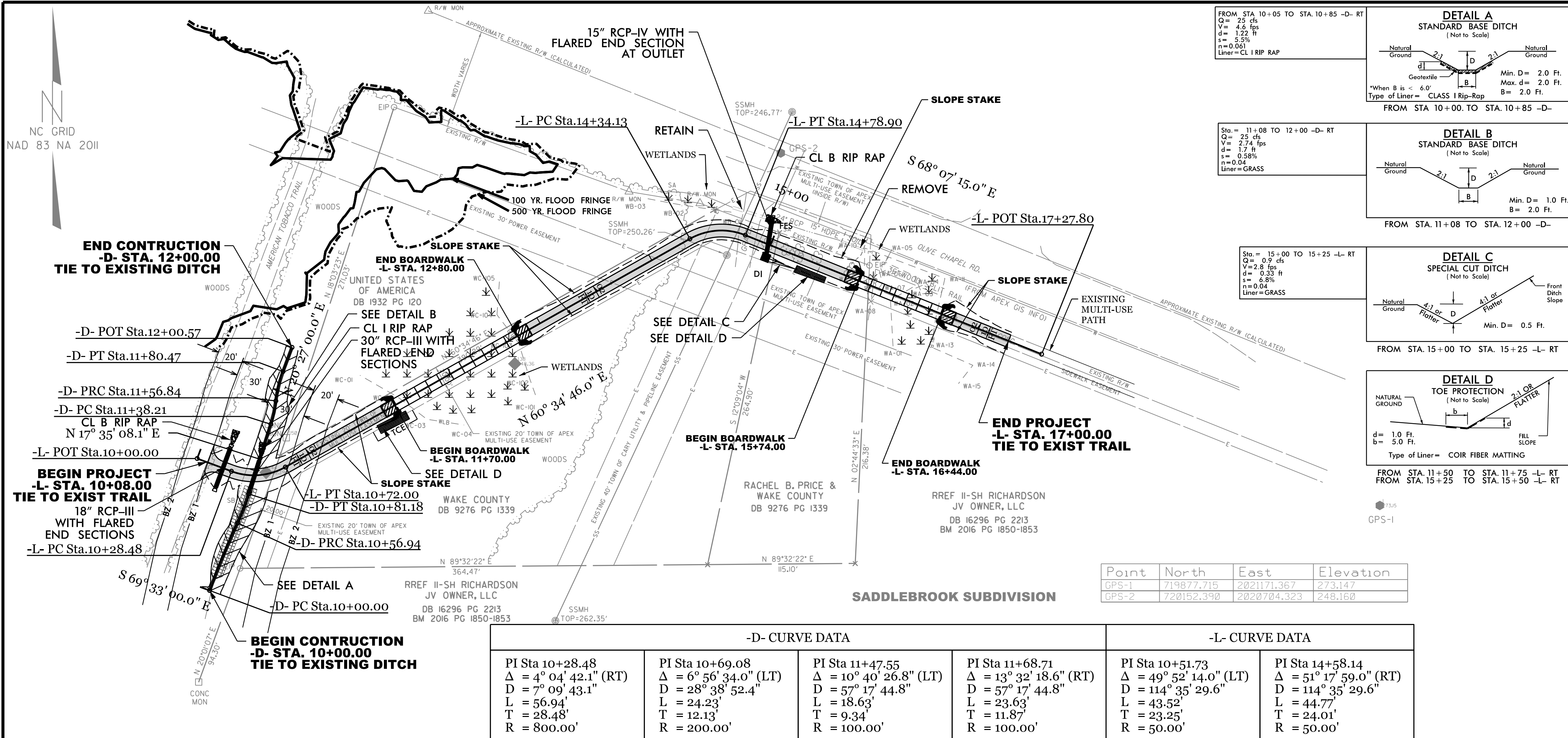
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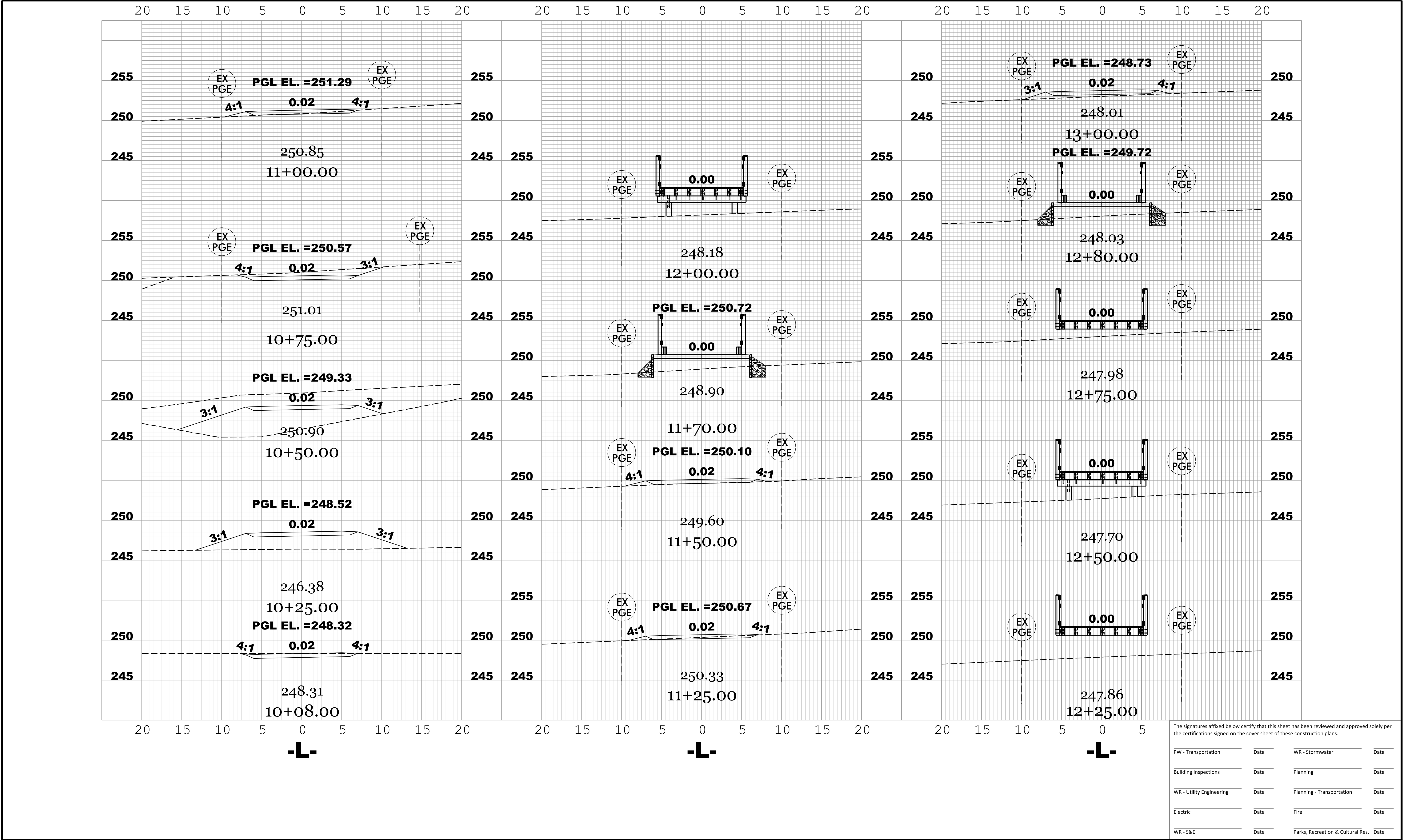
EXISTING CONDITIONS

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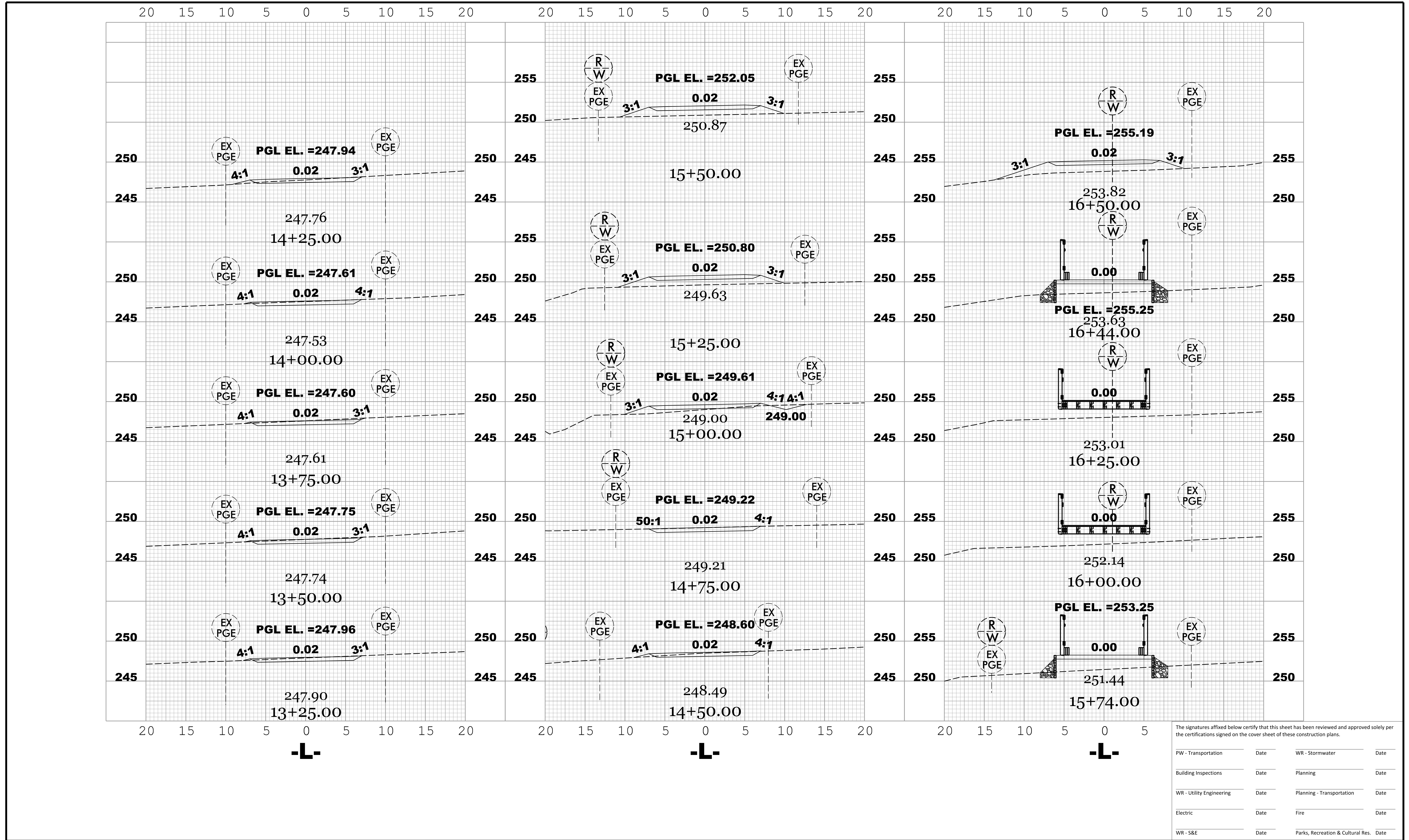
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4

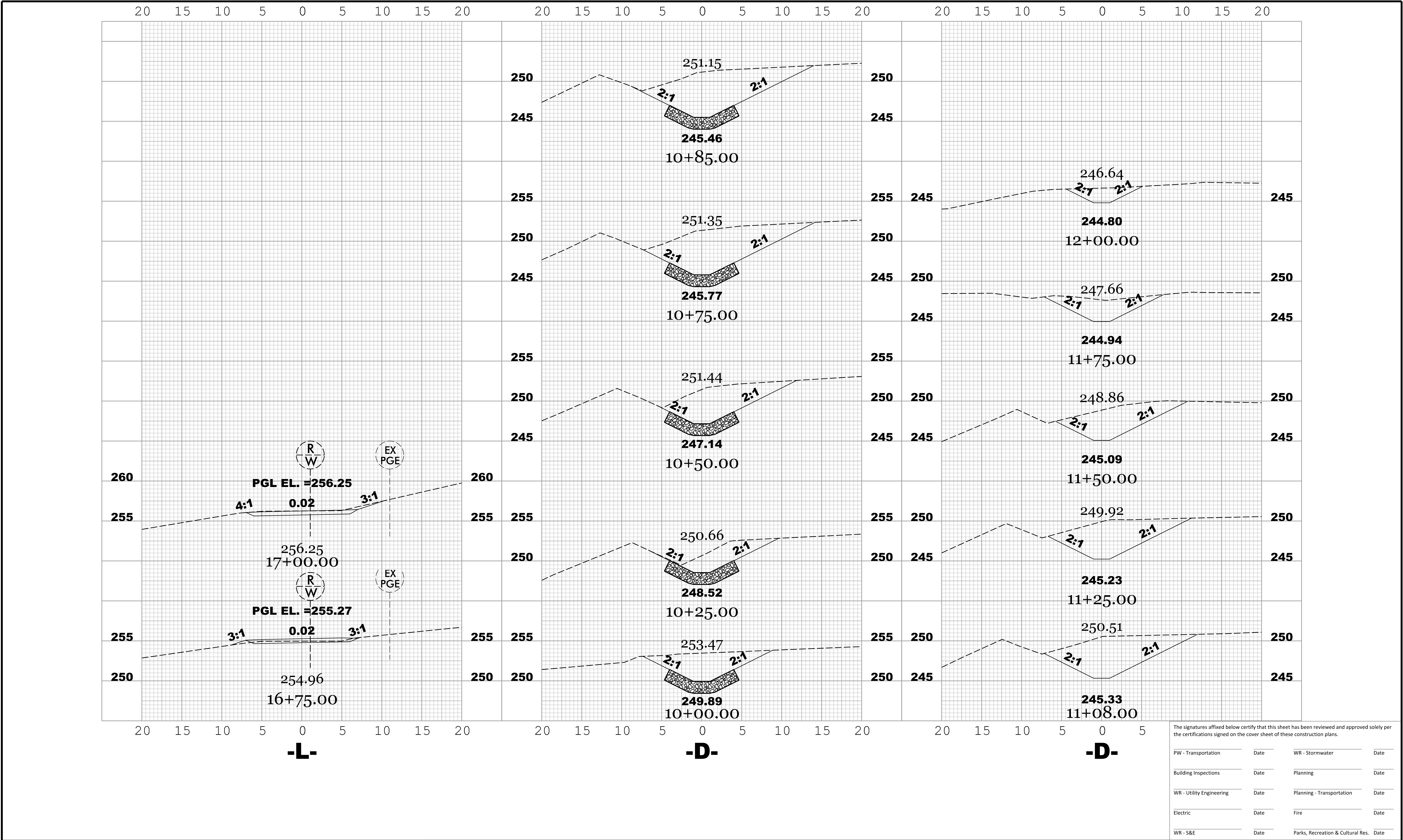




REVISIONS:			PLANS PREPARED FOR:			PLANS PREPARED BY:			ROADWAY ENGINEER		HYDRAULICS ENGINEER		DATE: MARCH 4, 2020		
NO.	DATE	DESCRIPTION	<div>PROJECT CONTACT: ANGELA REINCKE PARKS AND GREENWAY PLANNER PO BOX 250 APEX, NC 27502 919.372.7468</div> <div><div><div>THE PEAK OF GOOD LIVING</div><div>Apex</div><div>North Carolina</div></div><div>TOWN OF APEX 73 Hunter Street, Apex, NC 27606</div></div>			<div>APEX WEST GREENWAY</div> <div>CONNECTION FROM OLIVE CHAPEL ROAD TO AMERICAN TOBACCO TRAIL</div>			<div><div><div>W</div><div>ETHERILL</div><div>ENGINEERING</div></div><div>1223 Jones Franklin Rd., Raleigh, N.C. 27606 License No. F-0377 Bus: 919 851 8077 Fax: 919 851 8107</div></div>			<div>INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION</div>		<div>CROSS SECTIONS</div> <div>WEI PROJECT NO.:</div> <div>20326.01</div> <div>X-1</div>	
			- Page 74 -												



REVISIONS: NO. DATE DESCRIPTION			PLANS PREPARED FOR:  PROJECT CONTACT: ANGELA REINCKE PARKS AND GREENWAY PLANNER PO BOX 250 APEX, NC 27502 919.372.7468 TOWN OF APEX 73 Hunter Street, Apex, NC 27606		APEX WEST GREENWAY CONNECTION FROM OLIVE CHAPEL ROAD TO AMERICAN TOBACCO TRAIL		PLANS PREPARED BY:  1223 Jones Franklin Rd., Raleigh, N.C. 27606 License No. F-0377 Bus: 919 851 8077 Fax: 919 851 8107		ROADWAY ENGINEER  HYDRAULICS ENGINEER  DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		DATE: MARCH 4, 2020 CROSS SECTIONS WEI PROJECT NO.: 20326.01 X-2	
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PROPOSED

PIPE DATA SHEET

Date: 2/25/2020 Revised: _____ By: WHE

I.D. No.: Apex Greenway

Sheet 1 of 3

Project Desc. Apex Greenway Olive Chapel Road

County: Wake

Designed By: WHE

Checked By: _____

Station: <u>10+21 -L-</u> Skew: <u>90</u> Size/Type Pipe: <u>18" RCP</u> Type Entrance: <u>Groove End Projecting</u> Direction of Flow: <u>Rt to Lt</u> Hydrological Method: <u>Rational</u> H.W. Control Elevation: <u>246.7</u>	Shoulder Elev.: _____ Stream Bed El @ inlet _____ Inlet Invert Elev.: _____	<div style="display: flex; justify-content: space-between;"> <div> GRADE PT. EL.: <u>248.40</u> ft OT Elev.= <u>248.30</u> ft </div> <div> </div> <div> Stream Bed El @ outlet _____ Outlet Inv. Elev. <u>244.50</u> ft </div> </div>	Plan Summary Data Drainage Area: <u>0.43</u> Ac Design Freq.: <u>10</u> yr Design Disch.: <u>1.8</u> cfs Design H.W. Elev.: <u>245.58</u> ft Q100 Discharge: <u>2.2</u> cfs Q100 Elev.: <u>245.66</u> ft Overtopping Freq.: <u>500 yr+</u> yr + Overtopping Disch.: <u>15</u> cfs Overtopping Elev.: <u>248.30</u> ft
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PIPE CULVERT ANALYSIS (English)

rcp= .012, cmp=0.024

n= 0.012

Outlet channel: Slope: 0.003 Lt. Side Slope 3
 Base= 0 n= 0.04 Rt. Side Slope 3

Size & Type			TW ft	Q ft ³ /s	Nat. H.W.	Allow. H.W.	Inlet Control		Outlet Control							HW ELEV.	HW/D	Remarks
SIZE	# pipes	FREQ					HW/D	HW (ft)	Ke	d _c	(d _c +D)/2	h _o	H	L*S _o	HW			
18	1	10	0.8	1.80			0.45	0.68	0.2	0.49	1.00	1.00	0.025	0.40	0.62	245.58	0.45	INLET CONTROL
18	1	25	0.8	2.00			0.48	0.72	0.2	0.52	1.01	1.01	0.031	0.40	0.64	245.62	0.48	INLET CONTROL
18	1	50	0.8	2.10			0.49	0.74	0.2	0.53	1.02	1.02	0.034	0.40	0.65	245.64	0.49	INLET CONTROL
18	1	100	0.8	2.20			0.51	0.76	0.2	0.54	1.02	1.02	0.038	0.40	0.66	245.66	0.51	INLET CONTROL
18	1	Overtopping		15.0			2.27	3.40	0.2	1.50	1.50	1.50	1.756	0.40	2.86	248.30	2.27	INLET CONTROL
18	1	200	0.8	2.30			0.52	0.78	0.2	0.56	1.03	1.03	0.041	0.40	0.67	245.68	0.52	INLET CONTROL
18	1	500	0.8	2.40			0.53	0.80	0.2	0.57	1.03	1.03	0.045	0.40	0.68	245.70	0.53	INLET CONTROL

Notes:

3

HW Control is HW/D=1.2 ft. = 246.7 ft.

Overtopping occurs at Sta. 10+00 -L- Elev. = 248.30 ft. which is existing elevation of the American Tobacco centerline

Recommendation:

Use 18" RCP HW Control = 1.2*1.5=1.8'+244.9=246.7

V(10) partial= 5.7 fps

T©=10 min

I(10)= 5.9 "/hr

C=0.7

PROPOSED

PIPE DATA SHEET

Date: 2/25/2020 Revised: WHE By: _____

I.D. No.: Apex Greenway

Sheet 2 of 3

Project Desc. Apex Greenway Olive Chapel Road

County: Wake

Designed By: WHE

Checked By: _____

Station: <u>10+47 -L-</u> Skew: <u>90</u> Size/Type Pipe: <u>30"</u> Type Entrance: <u>Groove End Projecting</u> Direction of Flow: <u>Rt to Lt</u> Hydrological Method: <u>Rational</u> H.W. Control Elevation: <u>248.5</u>	Shoulder Elev.: _____ Stream Bed El @ inlet _____ Inlet Invert Elev.: _____	GRADE PT. EL.: <u>249.20</u> ft OT Elev.= <u>248.60</u> ft. <p> H.W. <u>249.30</u> ft LS_o _____ So= <u>0.58%</u> L= <u>24.0</u> ft Outlet Inv. Elev. <u>245.32</u> ft </p>	Plan Summary Data Drainage Area: <u>10</u> Ac Design Freq.: <u>10</u> yr Design Disch.: <u>25</u> cfs Design H.W. Elev.: <u>248.02</u> ft Q100 Discharge: <u>31</u> cfs Q100 Elev.: <u>248.42</u> ft Overtopping Freq.: <u>500</u> yr yr + Overtopping Disch.: <u>33</u> cfs Overtopping Elev.: <u>248.60</u> ft
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PIPE CULVERT ANALYSIS (English)

rcp= .012, cmp=0.024

n= 0.012

Outlet channel:

Slope:

Lt. Side Slope

Base=

n=

Rt. Side Slope

Size & Type			TW ft	Q ft ³ /s	Nat. H.W.	Allow. H.W.	Inlet Control		Outlet Control							HW ELEV.	HW/D	Remarks
SIZE	# pipes	FREQ					HW/D	HW (ft)	Ke	d _c	(d _c +D)/2	h _o	H	L*S _o	HW			
30	1	10	1.7	25.00			1.02	2.56	0.2	1.72	2.11	2.11	0.559	0.14	2.53	248.02	1.02	INLET CONTROL
30	1	25	1.8	27.00			1.08	2.70	0.2	1.80	2.15	2.15	0.652	0.14	2.66	248.16	1.08	INLET CONTROL
30	1	50	1.9	29.00			1.14	2.84	0.2	1.87	2.19	2.19	0.752	0.14	2.80	248.30	1.14	INLET CONTROL
30	1	100	1.9	31.00			1.18	2.96	0.2	1.95	2.23	2.23	0.859	0.14	2.94	248.42	1.18	INLET CONTROL
30	1	Overtopping	2.0	33.0			1.25	3.13	0.2	2.02	2.26	2.26	0.974	0.14	3.10	248.59	1.25	INLET CONTROL
30	1	200	1.9	32.00			1.22	3.05	0.2	1.99	2.24	2.24	0.915	0.14	3.02	248.51	1.22	INLET CONTROL
30	1	500	2.0	33.00			1.25	3.13	0.2	2.02	2.26	2.26	0.974	0.14	3.10	248.59	1.25	INLET CONTROL

Notes:

3

HW Control is HW/D=1.2 ft. = 248.5 ft.

Overtopping occurs at Sta. 10+30-L- Elev. = 248.60 ft. which is proposed elevation of -L- centerline

Recommendation: Use 30" pipe. HW Control is HW/D=1.2*2.5=3' 245.46+3=248.46

V(10) partial=7.5 fps

T© = 15 I=4.9 in/hr C=0.5

CREATE DATE: 3/30/2020

INLET COMPUTATION SHEET

REV. DATE:

I.D. NO.:

PROJ. NO.:

COUNTY: Wake

DESIGNED BY: WHE

DESCRIPTION: Olive Chapel Road Apex Greenway

REVD BY:

LOCATION							ROADWAY		RUNOFF							INLET				REMARKS
SYSTEM	STRUCTURE NUMBER	ALIGNMENT	STATION	OFFSET	DESCRIPTION	ELEVATION (ft)	GRADE (ft/ft)	CROSS SLOPE (ft/ft)	DRAINAGE AREA (acres)	RUNOFF COEFF.	TIME OF CONC. (min)	RAINFALL INT. (in/hr)	DISCHARGE FROM D.A. (cfs)	DISCHARGE CARRYOVR (cfs)	TOTAL DISCHARGE (cfs)	SPREAD (ft)	INTERCEPT (MAX) (cfs)	BYPASS (cfs)	BYPASS TO INLET	
									D.A.	C	T _C	I	Q _{D.A.}	Q _C	Q _T = Q _{D.A.} +Q _C		Q _{I(max)}	Q _B		
403	0402	L	15+00	10 Rt	DI	249.00	SAG	0.250	0.30	0.50	5.0	4.0	0.6	0.0	0.6	1.1	N/A	N/A		

CREATE DATE: 3/30/2020

STORM DRAIN DESIGN COMPUTATIONS

REV. DATE:

I.D. NO.: PROJ. NO.:

COUNTY: Wake

DESIGNED BY: WHE

DESCRIPTION: Olive Chapel Road Apex Greenway

REVD BY:

LOCATION				RUNOFF								PIPE DESIGN												REMARKS
SYSTEM	LINK	STRUCTURE NUMBER		CUM. D.A. (acres)	SUM (C x A) CA	PIPE LENGTH (ft)	TIME OF CONCENTRATION (min)			INTENSITY (in/hr) I	DISCHG. (cfs) Q	INLET ELEV. (ft)	OUTLET ELEV. (ft)	SLOPE (ft/ft)	MINIMUM REQ'D SLOPE (ft/ft)	DIA. (in)	MATERIAL	EXISTING / ALT	LESSER of INLET vs PIPE CAP. (cfs)	VEL. (ft/s)	UPSTREAM BOX DEPTH (ft)	HGL ELEV. (ft)	FREEBOARD	
		FROM	TO				TOP, INV	TOP, INV																
403	402	0402	0403	0.30	0.15	29	5	5	10	5.9	0.9	249.00 246.75	0.00 245.50	0.041		15	C		9.0	6.3	2.25	247.25		



Railroad Encroachment Application Form

Operations & Facilities Branch, 1553 Mail Service Center, Raleigh, NC 27699-1553

Instructions: Complete all applicable information below and return this form with two sets of preliminary plans, sketches, specifications, calculations, etc. to **NCDOT, Rail Division, Operations & Facilities Branch, 1553 Mail Service Center, Raleigh, NC 27699-1553**. Sketches and drawings should include north arrow, scale, vicinity map, landmarks and reference points. **If you need additional information, please contact** Andy Miller, Facilities & Properties Manager, **by phone at (919) 707-4721 or by email at samiller@ncdot.gov.**

Owner's (or Company's) Name: Town of Apex

Mailing address: PO Box 250

City: Apex State: NC Zip: 27502

Phone: 919.372.7468 Fax: 919.249.3368 e-mail: angela.reincke@apexnc.org

Contact Name (e.g.-Engineer in charge, if different from above): Jonathan Hefner

Company Name: Wetherill Engineering

Mailing address: 1223 Jones Franklin Rd.

City: Raleigh State: NC Zip: 27606

Phone: 984.242.0576 Fax: 919.851.8107 e-mail: jhefner@wetherilleng.com

Specific Information needed for Application:

County: Wake Rail Corridor: D&SC(ATT) Nearest Railroad Milepost (if known): DD16.00 +/-

Location description (attach map / sketch): See plans

Permanent or Temporary installation? (check one) ☒ Permanent ☐ Temporary

Type of encroachment:

a) Driveway, Drain Pipe, etc.: 10' wide asphalt multi-use path connection to American Tobacco Trail.

b) If underground-Type: (fiber optic, electric, water, gas, etc.) _____

Dimension(s)/Size(s): _____

c) If aerial-Type: (overhead utility, conveyor belt, etc) _____

Clearance above track: _____

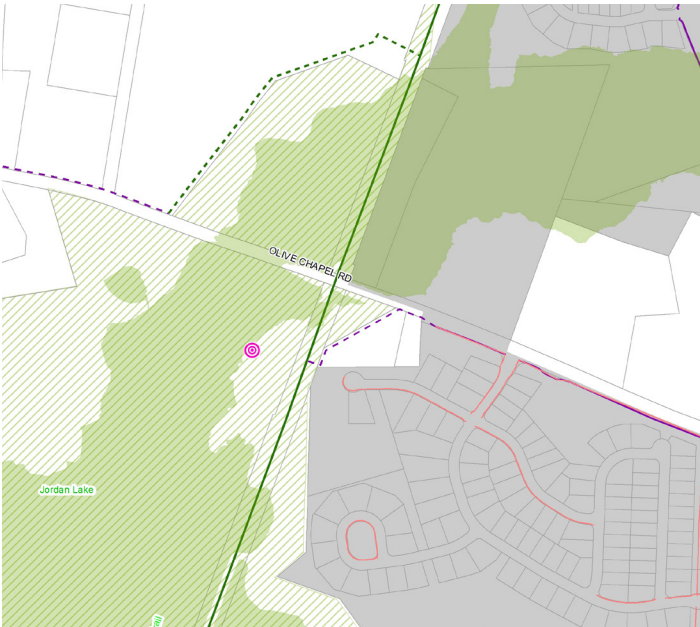
d) Other: _____ Dimensions: _____

Note: From information furnished on application, NCDOT will complete a more detailed specification sheet which will specify how the installation is to be made. AREMA and NCDOT Standard Specifications will be part of the encroachment agreement, and NCDOT will require signature of applicant, agreeing to the terms set forth in the specifications.

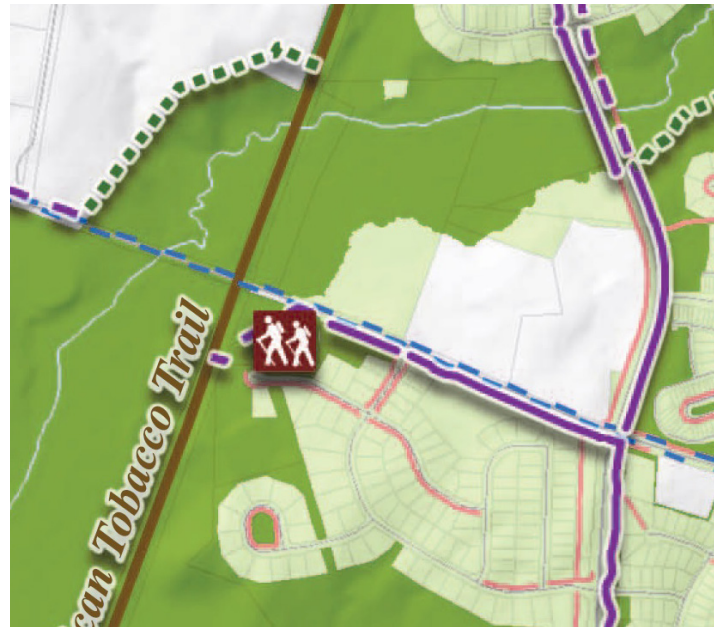
Other Information:

1. An applicable annual fee may be included in the encroachment agreement executed with NCDOT.
2. Where appropriate, additional engineered plans (or other information) may be required of applicant.

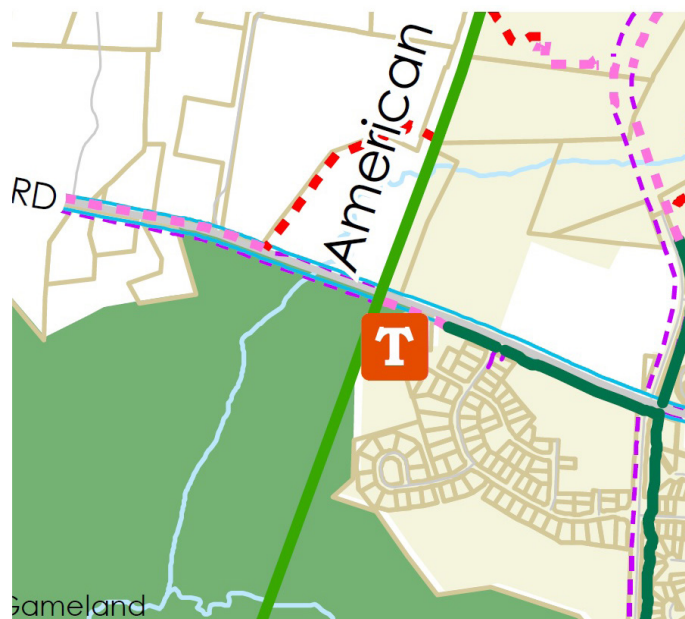
EXHIBIT



PARKS, RECREATION, GREENWAY AND OPEN SPACE
MASTER PLAN



BICYCLE AND PEDESTRIAN SYSTEM PLAN MAP



BIKE, PEDESTRIAN AND TRANSPORTATION

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

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

Department(s): Human Resources

Requested Motion

Motion to approve an amendment to the Town's Employee Assistance Program contract with Behavioral Health Services (BHS), extending the contract term to September 18, 2023.

Approval Recommended?

Yes

Item Details

The Town's Employee Assistance Program is administered by Behavioral Health Services (BHS). The Town's original service agreement with BHS was made effective September 25, 2017. The Town would like to amend the services agreement to extend the contract term to September 18, 2023. The per employee per month rate of \$2.30 will remain the same.

Attachments

- BHS_Town of Apex Amendment 2020
- BHS_Town of Apex Service Agreement 2017





SERVICE AGREEMENT

TERMS OF AGREEMENT

This Agreement is made and entered into as of **September 19, 2017** (the "Effective Date") by and between Janus Associates, Inc. d.b.a. BHS (hereafter known as "BHS") and **Town of Apex** (hereafter known as "**Customer**") and outlines the terms under which BHS shall provide Employee Assistance Program (EAP) and workplace services to **Customer**. A participant is defined as all employees and household members (hereafter known as "**Participants**").

1. Program Services

BHS shall provide the following EAP and related workplace services to **Customer Participants**:

- 1) **Service Access and Consultation:** **Participants** have 24-hour access to clinicians via a toll-free number. **Participants** are able to utilize this service on an unlimited basis for program questions, problem assessment and referrals to benefits and community resources. The clinician will perform a telephonic holistic needs assessment, screen for emergencies, provide crisis support as appropriate and determine which services would best address the needs of the **Participant**.
- 2) **Care Coordination Services:** BHS shall assign a Care Coordinator to each Participant request. The Care Coordinator will serve as an advocate for the **Participant** and will provide follow-up to ensure the **Participant** is connected to the right resources and is making progress. The Care Coordinator will also collect and review **Participant** satisfaction and outcomes.
- 3) **EAP Assessment, Referral, and Short-Term Problem-Solving:** BHS shall provide up to three (3) EAP assessment, referral, and problem solving sessions, or the number of sessions allowed by state law, per unique problem episode per year to **Participants**. These sessions will take place face to face, telephonically or virtually. Telephonic and virtual sessions can only be offered if clinically appropriate. The initial 1–2 sessions are used for assessment. If the problem can be resolved within a total of three (3) sessions, the **Participant** will use the remaining EAP sessions for short term problem solving. If the EAP assessment determines the problem cannot be resolved within a total of three (3) sessions, the **Participant** will receive referrals to community resources or health insurance for long term care. These referrals provided are not recommendations or endorsed by BHS. They are merely referrals and the final decision to engage in services with any referral is at the sole discretion and responsibility of the **Participant**. The **Participant** or the **Participant's** insurance is responsible for payment of services received beyond the EAP.
- 4) **Performance Consultation Services:** **Customer's** supervisors, managers and/or Human Resources personnel may contact BHS via a dedicated toll-free number on an unlimited basis to receive telephonic consultation regarding personal supervisory skills coaching, i.e., constructive confrontation, problem identification and action steps to take regarding problematic staff or consultation around workplace situations.
- 5) **Compliance Monitoring and Reporting for Formal and Mandatory Referrals:** **Customer's** supervisors, managers and/or Human Resources personnel may refer employees exhibiting performance related issues potentially resulting from personal or work related problems. A BHS Performance Consultant will provide ongoing follow-up and monitor the employee's compliance to clinical recommendations pending a signed release of authorization from the employee.

- 6) **Program Management:** BHS shall assign **Customer** a Program Management team to serve as the primary contact to **Customer**, to oversee the execution of the services outlined herein. Should **Customer** request assistance with developing, coordinating and promoting services outside of this **Program**, **Customer** will be invoiced according to **Appendix A: Fee Schedule**.
- a) **Employee and Supervisory Program Orientations:** BHS shall provide Orientations as needed. They should be scheduled consecutively on one business day per location. The purpose of the orientation is to provide an overview of the program's purpose, communicate the details of the program, including service components, and to encourage program participation. A recorded orientation will be provided in the MyBHS **Customer** portal during program implementation and throughout the life of the **Program**. Unused orientations will not be transferred to subsequent contract years. BHS requires minimum two (2) weeks advance notification to ensure staffing for all orientation requests.
- b) **EAP Program Reporting:** BHS shall provide comprehensive program reports to **Customer** on a quarterly basis. The reporting will include utilization and program activity data. Data will be reported so as to protect the identity of all **Participants**. Reporting will not be available if there are less than 10 **Participants**. **Customer** will be invoiced according to **Appendix A: Fee Schedule** for additional ad hoc reports.
- 7) **MyBHS Customer Portal:** All **Participants** will be provided access to a web portal. The web portal will be the central location for all program information. **Participants** can view program announcements, access Live Chat and monthly newsletters and tip sheets and participate in regularly scheduled webcasts.
- a) **BHS Online Resource Library:** BHS shall provide **Participants** with access to the BHS Online Resource Library via the MyBHS Portal wherein **Participants** may access information, articles and assessments related to a variety of health and well-being topics. The resource library is also provided in Spanish.
- 8) **Event Services**
- a) **Events:** BHS will provide **Customer** up to **three (3)** credits to use at its discretion. **Customer** may select events from BHS' Services Catalog based on provider availability. BHS will not be responsible for the supply or proper maintenance of any property supplied by **Customer**, including but not limited to tables, chairs, electronic/audio visual equipment and physical space provided by **Customer**. **Customer** is required to print all **Participant** materials. At **Customer's** request, BHS will print and ship materials to the event location and printing and shipping expenses will be passed through to **Customer**. BHS requires minimum two (2) weeks advance notification to ensure staffing, with the exception of CISM services. **Customer** must provide 48 hours' notice of cancellation or **Customer** will be charged in full. Any changes to a requested event (date, time, location or cancellation prior to 48 hours) will result in a \$150 fee per change. Unused credits will not be transferred to subsequent Program years. Additional pricing, once credits are exhausted, is provided in **Appendix A: Fee Schedule**.
1. **Health Promotion and Screening Solutions:** Class sizes are dictated by space, activity and equipment if applicable. Certain activities may be subject to additional fees to accommodate for additional materials, supplies and other expenses. For Health Promotion and Screening Solutions, **Participant** must sign the BHS liability waiver, when applicable. **Customer** agrees that to the extent

Screenings or Consultations are requested or included as part of Health Promotions, the results of such services are not intended as diagnostic tools. They are for informational purposes only. BHS assumes no liability for conditions not detected or addressed by collected data or resulting reports.

2. **Learning and Development Solutions:** Learning and Development Solutions may be delivered onsite or via webinar, when available. In-person, onsite trainings are designed for and limited to 30 or fewer participants and webinar trainings are limited to 95 participants. At **Customer's** request, BHS shall record and post webinars within the MyBHS Portal. Additional fees shall apply according to **Appendix A: Fee Schedule**. Recordings shall be posted for up to **thirty (30)** days. Videotaping or recording Learning and Development events is strictly prohibited. **Customer** shall be billed according to **Appendix A: Fee Schedule** for any requested customization to BHS' existing presentations.
3. **Critical Incident Stress Management (CISM):** BHS is available to provide CISM to **Customer**. CISM is an intervention developed specifically for dealing with traumatic events. The process helps those involved in a critical incident to share their experiences, vent emotions, learn about stress reactions and symptoms and offer referrals for further help if required. BHS is able to provide defusings, debriefings, grief and loss group sessions, individual sessions, management briefings, threat response support and post incident analysis.

When more than one clinician is deployed, credits will be deducted per hour, per clinician.

4. **Coach Chats:** Delivered onsite in a group discussion format. Designed for 8-10 **Participants**.

9) **Event Services**

- b) **Benefits/Health Fair Participation:** A BHS representative will participate in up to **one (1)** Benefits/Health Fair at **Customer's headquarters** for up to **four (4) hours**. Should **Customer's** Benefit Fair last longer than **four (4) hours**, **Customer** will be invoiced according to **Appendix A: Fee Schedule**. Standard promotional materials and giveaways will be provided by BHS. Participation at additional locations or upgrades from standard materials will be considered customization and will be available according to **Appendix A: Fee Schedule**. BHS requires a minimum of two (2) weeks advance notice to ensure staffing. If a request is made with less than two (2) weeks notice, printing and shipping costs shall be passed through to **Customer**.

10) **Promotional Services:**

- a) **Promotional Materials:** Promotional materials are designed to promote the **Customer's** program. BHS will provide a self-service portal of materials for promoting the program. This website allows **Customer** to view, customize, email and order prints from a library of promotional materials. BHS can create **Customer's** profile with **Customer's** logo which will be automatically incorporated into select materials. PDFs, when available, are free of charge. Printed items are billed to the **Customer** based on the displayed price. Print orders cannot be cancelled or modified once they have been placed and processed. The **Customer** does not

require BHS' approval to place any orders. **Customer** has the ability to input information into certain dynamic fields for select materials. BHS is not responsible for

any errors appearing on any of the electronic or printed materials created by the **Customer**. Promotional giveaways cannot be returned.

- b) **Newsletters and Tip Sheets:** BHS shall post monthly electronic newsletters and tip sheets to the MyBHS Portal. Newsletters and tip sheets may be downloaded, printed, displayed or otherwise distributed to **Participants**. In addition, **Customer** will receive an electronic communication containing the monthly newsletter and tip sheet. Topics addressed pertain to all aspects of personal and workplace well-being.
- c) **Supervisor Education Material:** BHS shall post monthly electronic supervisor newsletters to the MyBHS Portal. BHS also provides a variety of supervisor-specific material, all of which are designed to support supervisors in the management of employee and workplace issues.

2. Fee for Service

- 1) **Organizational Development (OD):** BHS can provide OD services to **Customer** on a fee for service basis according to **Appendix A: Fee Schedule**. OD is the planned process of developing and enhancing the performance of an organization, as well as the performance of its employees, to be more effective in accomplishing its desired goals. BHS OD Consultants conduct thorough organizational assessments and offer strategic plans for intervention which may include one, or a combination of, the following solutions: Team Building, Conflict Resolution, Change Management, Leadership Development, Executive Coaching and Customized Training Solutions. All services will be invoiced. Training topics are updated frequently, availability is subject to change. Video production, audio recording and/or graphic reproduction of any presentations is prohibited.

3. Term of Agreement

The term of this Agreement shall commence as of the Effective Date and continue for a period of three (3) years, unless earlier terminated in accordance with this Section 3 (the "**Term**"). **Customer** agrees to the Term and to remitting payment throughout the Term per the billing schedule outlined in **Section 4**, Program Cost and Payment for Services. Upon the expiration of the Term, this Agreement will automatically renew in one (1) year increments (each, a "**Renewal**"), unless either party notifies the other party in writing of its desire to terminate the Services no later than ninety (90) days prior to the expiration of the Term. BHS will bill **Customer** for any services rendered prior to the termination which are not captured in monthly fees. BHS's fees are \$375.00 per hour for on-site time and \$150.00 per hour for all other services. Should **Customer** decide to transition the Program to another vendor in accordance with **Section 6**, Protected Health Information (PHI), BHS agrees to use its best efforts to ensure an effective transition of Services to that vendor. In the event the Program is not renewed upon expiration of the Term, any time spent by BHS on preparation, consultation, Program design, development, staff training, and travel, as well as materials or any other expense related to planning for the following year will be billed at a rate of \$125.00 per staff hour. Materials and travel expenses will be passed through "at cost." Mileage will be reimbursed at the standard IRS rate. Either party may terminate this Agreement based upon a material breach of this Agreement by the other party. The non-breaching party must provide written notice detailing the contract breach and a sixty (60) day period to cure such breach (the "**Cure Period**"). At the end of the Cure Period, if the material breach is not cured, the non-breaching party may terminate this Agreement within thirty (30) days by written notice to the other party. For purposes of this Agreement, a "material breach" shall include, but not be limited to, any breach of **Section 5**, Confidentiality, of this Agreement. Without affecting the time period set forth for an indemnification claim under **Section 8(3)** (Indemnification), BHS reserves the right to destroy any and all records related to this Agreement at any time after the third anniversary of the termination hereof, subject to any longer retention periods required by applicable law for subsets of such records.

4. Program Cost and Payment for EAP Services

BHS shall provide the services specified herein to **Customer** for a fee of **\$2.00** per employee per month for a minimum of 364 employees for the first year of the contract term. **Customer** agrees to report employee count annually, 30 days prior to the start of each contract year. The new employee count will be applied as the minimum for the upcoming contract year. Should this new employee count vary by (10) percent or more above or below the prior year, the per employee per month rate may be adjusted.

Customer understands that adjustments to the minimum employee count and the rates, if applicable, will only be made annually, at the start of each contract year. **Customer** understands that BHS shall invoice **Customer** for all employees and may request an updated employee count at any time. BHS will make services available to terminated employees for a period of 18 months or longer if necessary, at no additional cost. Should annualized utilization exceed 7% for two consecutive quarters of any contract year, BHS will increase its fees by 1% for every 0.1% over 7%. Utilization will be monitored quarterly and fees will be adjusted accordingly.

Customer shall be invoiced by BHS for EAP services on an annual basis, with term of payment being 30 days from date of receipt. Subsequent contract years after the initial term will be subject to a minimum of a 3% cost-of-living increase. BHS reserves the right to negotiate additional rate increases based on the prior utilization. Administrative fees may apply should **Customer** request multiple invoices or additional billing services. A monthly fee equal to 1.5% of the outstanding balance shall be levied upon all delinquent accounts. BHS reserves the right to suspend or discontinue service delivery in the event payment is delinquent in excess of 90 days. In the event BHS pursues collection of **Customer's** account, **Customer** agrees to be responsible for all costs incurred by BHS to the extent permitted by law. Payments should be remitted to: Business Health Services, The Marbury Building, 6225 Smith Avenue, Suite 203, Baltimore, MD 21209.

5. Confidentiality

- 1) **Confidential Information:** **Customer** and BHS may, under this Agreement, furnish the other with information concerning itself and its respective business plans or strategies, operational systems or techniques, methods and procedures, marketing and development plans or intentions, names of actual and potential customers, rates, fees, pricing or pricing policies, material regarding data collection, demonstrations, models, samples, reports, forecasts, current or historical data, computer programs or documentation, and other technical, financial, or business data, and information about operations, properties and concerning other matters relating to its business, which information may be non-public, confidential or proprietary in nature. All such information furnished by **Customer** or BHS and all summaries, copies, notes or other documents containing such information or portions, summaries or extracts therefrom, during the course of the Agreement are referred to in this Agreement as the "Information."
- 2) **Obligation:** The Information will be used solely for the purpose of fulfilling the duties and completing the obligations contained in this Agreement, will be kept confidential by **Customer** or BHS, as applicable, and its representatives, and will only be disclosed to the representatives who require such Information for the purpose of fulfilling the duties and completing the obligations contained in this Agreement.
- 3) **Property:** Any service plans, utilization reports or recommendations in connection therewith, generated by BHS in connection with the services are the property of **Customer** and shall remain so in the event the services are terminated. During the term of this Agreement and forever thereafter, any proposals, service agreements (including this Agreement), templates, pricing structures and pricing lists, service offerings, trainings and training materials, methodologies, promotional material templates or any other materials or information provided in conjunction to providing the services outlined in this Agreement or in relation to potential services are proprietary to BHS and shall not be shared with any third party without the written consent of BHS.

- 4) **Public Record:** Notwithstanding anything to the contrary in this Agreement, Chapter 132 of the North Carolina General Statutes governs the release of any information determined to be a public record and shall control in this Agreement without penalty or liability to either party. **Customer** agrees to provide BHS prompt notice of any such request and **Customer** shall work in good faith to minimize disclosure permitted by the statute. Release, retention or copying of any document or information consistent with North Carolina law shall not be a breach of this Agreement.

6. Protected Health Information (PHI)

Each party acknowledges and agrees that they may receive PHI, as defined in 45 C.F.R. § 160.103, in connection with the performance of this Agreement. Therefore, the parties are required to enter into a Business Associate Agreement relating to the privacy of such PHI. The parties acknowledge and agree that they will enter into a mutually acceptable Business Associate Agreement prior to receipt and/or disclosure of any such PHI. All HIPAA compliant releases of information must be signed as necessary. BHS provides a secure, HIPAA compliant site to which eligibility files should be uploaded. BHS is not responsible for files submitted via alternate, unsecure means. All PHI (including individual clinical and wellness coaching records) will be maintained by BHS, in confidence, as dictated by Applicable Law (as defined below). **Customer** may request a transition of records upon written notice to BHS. BHS will do so at the expense of **Customer**. See **Appendix A: Fee Schedule**.

7. Confidentiality of Program Information and Client Records

BHS shall observe all applicable legal requirements regarding confidentiality of clinical records and related information received from or on behalf of **Customer**, including the applicable requirements of regulations at 45 C.F.R. Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of HIPAA (i.e., the HIPAA Privacy, Security, Electronic Transactions, Breach Notification, and Enforcement Rules), as amended, and all other applicable state and federal laws relating to the privacy and security of individually identifiable health information (collectively, "Applicable Law"). The parties agree that PHI may be created, received, used or disclosed to administer the Program in connection with the services and therefore will enter into a Business Associate Agreement in accordance with **Section 6** (Protected Health Information) above.

8. Limitation of Liability, Disclaimer of Warranties, Indemnification

- 1) **Limitation of Liability:** Except in the event of a party's negligent act or omission, neither party will be liable for indirect, incidental, special, consequential, punitive, exemplary or multiple damages (other than by statute), including without limitation, any damages resulting from business interruption, loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement or either party's performance hereunder or of any other obligations relating to this Agreement, even if the other party has been advised of the likelihood of those damages. Except for damages arising out of a party's express indemnity obligations set forth in this **Section (3)** below, the aggregate liability of either party to the other (and any entity claiming by or through a party) arising directly or indirectly out of this Agreement shall not exceed an amount equal to the greater of: (i) the total fees due and payable to BHS throughout the Term (together with any fees due and payable to BHS throughout any Renewal, as applicable) as set forth in **Section 4** (Program Cost and Payment for EAP Services) and which may otherwise be incurred in connection with this Agreement or (ii) the amount of insurance proceeds available with respect to the claim at issue. This limitation of liability shall apply regardless of the causes of action under which those damages are sought with the exception of causes of action based on the negligent act or omission of a party.
- 2) **Disclaimer of Warranties:** BHS expressly disclaims any warranty that the services will be uninterrupted or error free. BHS makes no warranty as to the results obtained from use of the services. The services are distributed on an "as is, as available" basis, and BHS makes no warranties of any kind, either express or implied (other than those stated above), including implied

warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from trade usage, course of dealing or course of performance.

- 3) **Indemnification:** During the term of this Agreement and for one year thereafter (except where by statute a longer period is mandated), BHS agrees to indemnify, defend and hold harmless the **Customer** and its elected officials, officers, directors, employees and agents against any and all third-party liabilities, losses, damages, claims or causes of action and expenses associated with, caused or asserted to have been caused directly or indirectly by the acts or omissions by BHS's officers, directors, employees and agents.
- 4) **Assignment:** Except as provided in this **Section (4)**, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either party, without the express written consent of the other party; provided, however, that either party may, without such consent, assign the agreement and its rights and obligations hereunder to its Affiliate or to a purchaser of all or substantially all of the assets of such party. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement. For purposes of this Agreement, "Affiliate" means any entity that controls or is controlled by such party, or is under common control with such party. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation). Notwithstanding the foregoing, nothing in this **Section (4)** shall prevent BHS from utilizing subcontractors in connection with the provision of the services to **Customer** as it deems necessary in its sole discretion.
- 5) **Force Majeure:** Neither party shall be liable for delay in performance or failure to perform its obligations under this Agreement in whole or in part due to causes reasonably beyond the control of such party, including without limitation, labor dispute, strike, labor shortage, war or act of war, insurrection, riot or civil commotion, sabotage, terrorism or act of public enemy, accident, fire, flood or other act of God, act of any governmental authority, judicial action, short or reduced supply of fuel or raw materials, power or Internet failure, disruption or interruption, or technical failure where such party has exercised ordinary care in the prevention thereof, whether or not similar to the matters herein enumerated, and any such delay or failure shall not be considered a breach of this Agreement.

9. Compliance with Applicable Law

BHS acknowledges and agrees that the services provided by BHS pursuant to this Agreement are being provided in accordance with Applicable Law (as defined in **Section 7**, Confidentiality of Program Information and Client Records). Notwithstanding the foregoing, **Customer** is solely responsible for determining the extent to which federal and state law affect its group health plans, including, as applicable, the services provided with respect to those plans by BHS pursuant to this Agreement, and for complying with applicable legal requirements with respect to its group health plans, including, but not limited to, the following:

- 1) **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** **Customer** agrees that, except to the extent otherwise provided under the terms of a Business Associate Agreement between the Parties, it is solely responsible for ensuring that its health plans comply with all applicable regulations under HIPAA.
- 2) **Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA):** BHS recommends **Customer** carefully consider whether any plan through which the services described in this Agreement are provided is subject to COBRA. **Customer** is responsible for determining if the services are part of a plan sponsored by **Customer** that is subject to COBRA and is solely responsible for compliance with COBRA, if applicable.

- 3) **Americans with Disabilities Act of 1990 (ADA):** **Customer** agrees it is solely responsible for ensuring that **Customer** and its benefit plans comply with the applicable requirements of the ADA, as amended by the ADA Amendments Act of 2008, including any ADA restrictions on requiring employees to answer disability-related inquiries or to submit to medical examinations, to the extent that those requirements are determined by **Customer** to be applicable. BHS is not responsible for determining if or how such ADA requirements may apply to any group health plan sponsored by **Customer** or to any services BHS may provide on behalf of a group health plan of **Customer** under this Agreement.
- 4) **Healthcare Reform:** **Customer** agrees it is solely responsible for ensuring that its group health plans comply with any applicable requirements of the federal healthcare reform law (the Patient Protection and Affordable Care Act of 2010, as amended by the Healthcare and Education Reconciliation Act of 2010, together with any applicable regulations issued pursuant to those Acts) and for determining if its group health plans are grandfathered health plans for purposes of those requirements. **Customer** is solely responsible for determining what, if any, effect the services provided under this Agreement may have on the grandfathered status of its group health plans. BHS is not responsible for ensuring that any group health plan qualifies or continues to qualify as a grandfathered health plan.

10. Duties and Services of BHS and Customer

BHS agrees to deliver services as outlined in **Section 1: Program Services**. **Customer** agrees to provide practical assistance to BHS in obtaining all information, access, promotional opportunities, rights and materials as reasonably requested by BHS and as may otherwise be necessary or desirable to assist BHS in performing its obligations under this Agreement. Notwithstanding the foregoing, BHS shall be under no obligation to incur any material expense in connection with this Agreement other than as set forth in **Section 1** and **2** (Fee for Service) of this Agreement.

11. Additional Terms of This Agreement

- 1) The laws of the State of North Carolina shall govern any dispute arising out of this Agreement.
- 2) The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by either party.
- 3) All agreements and covenants contained herein are severable. In the event that any of them, or any part or parts of any of them, shall be held to be invalid by any court of competent jurisdiction with regard thereto, this Agreement shall be interpreted as if such invalid covenants or agreements, or parts thereof, were revised and limited to make such portion of this Agreement valid and enforceable. Furthermore, if any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to that extent, the provisions of this Agreement are intended to be and shall be severable.
- 4) All notices, demands and other communications provided for by this Agreement shall be made in writing either: (1) by actual delivery of the document into the hands of the party entitled thereto; (2) by mailing the document in the United States mail to the last known address of the party entitled thereto, certified mail, return receipt requested; or (3) by electronic communication. Notices, demands or other communications delivered personally shall be deemed communicated upon actual receipt; mailed notices shall be deemed communicated three (3) days after the post-marked date of mailing to the below addresses; notices delivered by electronic communication shall be deemed communicated on the date sent.
- 5) **Non-Appropriation.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the **Customer** are from appropriations and monies from the Town

Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the **Customer** to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the **Customer**.

- 6) E-Verify Compliance. BHS shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). BHS shall require all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- 7) Iran Divestment Act Certification Required by N.C.G.S. 147-86.60. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement BHS hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that BHS will not utilize any subcontractors found on the Final Divestment List.

By signing this Agreement in the space provided below, Janus Associates, Inc. d.b.a. BHS and **Customer** agree to abide by all of its provisions.

Town of Apex

Leah Maddox
Chief Operating Officer

Andrew L. Havens, Town Manager

Date

09/25/2017

Date

Andrew L. Havens
Printed Name

Town Manager
Title

Attest:

Donna B. Hosch, MMC, Town Clerk

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

T. Daniel
Finance Director



**TOWN OF APEX
ADDENDUM TO SERVICE AGREEMENT**

The Service Agreement effective **September 25, 2017** and the Addendum effective **September 19, 2018**, by and between Janus Associates, Inc. dba BHS ("BHS") and **Town of Apex**, (hereafter known as "**Customer**"), is hereby amended by both Parties. This Addendum is effective as of September 19, 2020.

1. Purpose of the Addendum

Whereas, **Customer** seeks to extend the current contract term until September 18, 2023, and;

Whereas, BHS shall provide **Customer** with the requested term extension,

Now, therefore, in consideration of the mutual benefits and obligations set forth in this Addendum, the parties hereby agree as follows:

BHS shall provide the following services to covered **Customer**:

Continued contracted services through the extended contract term.

2. Program Cost and Payment for Services

BHS shall provide the above term extension and continue to invoice **Customer \$2.30** per employee per month for a minimum of 493 employees.

In all other respects and except as modified by this Addendum, the terms of the current Service Agreement dated September 25, 2017 and the addendum effective September 19, 2018, shall remain in full force and effect. By signing in the space provided below, BHS and **Customer** have caused this Addendum to be executed by their authorized representatives.

Leah Maddox
Chief Operating Officer
BHS

Customer Authorized Agent

Date

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): David Dillon, Deputy Fire Marshall

Department(s): Fire Department

Requested Motion

Motion to approve an Ordinance amending Section 20-164 with the addition of subsection (38) to enforce a No Parking restriction along both sides of Sunny Creek Lane and Windy Creek Lane, north and south of Evening Star Drive.

Approval Recommended?

Yes

Item Details

Fire Department has reviewed both the Sunny Creek Lane and Windy Creek Lane loops north and south of Evening Star Drive in the Creekside subdivision and determined that a fire truck would be unable to circulate around those loops with vehicles parked along the street. Both streets were designed as one-way loops around a large landscaped median, providing less pavement width than a typical residential street. Townhomes fronting along those streets are served by alley-loaded garages, so the proposed restriction is anticipated to displace some existing on-street parking if residents or visitors are unable or unwilling to use designated parking within the alleys. Nearby guest spaces are not available, so existing on-street parking activity on the loops is most likely to move to Evening Star Drive if they choose not to use the alleys. In order for Apex Police to enforce the requested ordinance, Public Works & Transportation staff recommend the posting of signs as shown in the attached map.

Attachments

- Ordinance 20-164(38)
- Map of proposed "No Parking Both Sides of Street"



ORDINANCE NO. 2020-0818-24

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

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

Section 1. Section 20-164 of the Code of Ordinances of the Town of Apex is hereby amended to add subsection (38) as follows:

Sec. 20-164. - No parking zones.

(38) Along both sides of Sunny Creek Lane and Windy Creek Lane, north and south of Evening Star Drive.

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

Section 3. This ordinance shall be effective on the 18th day of August 2020.

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

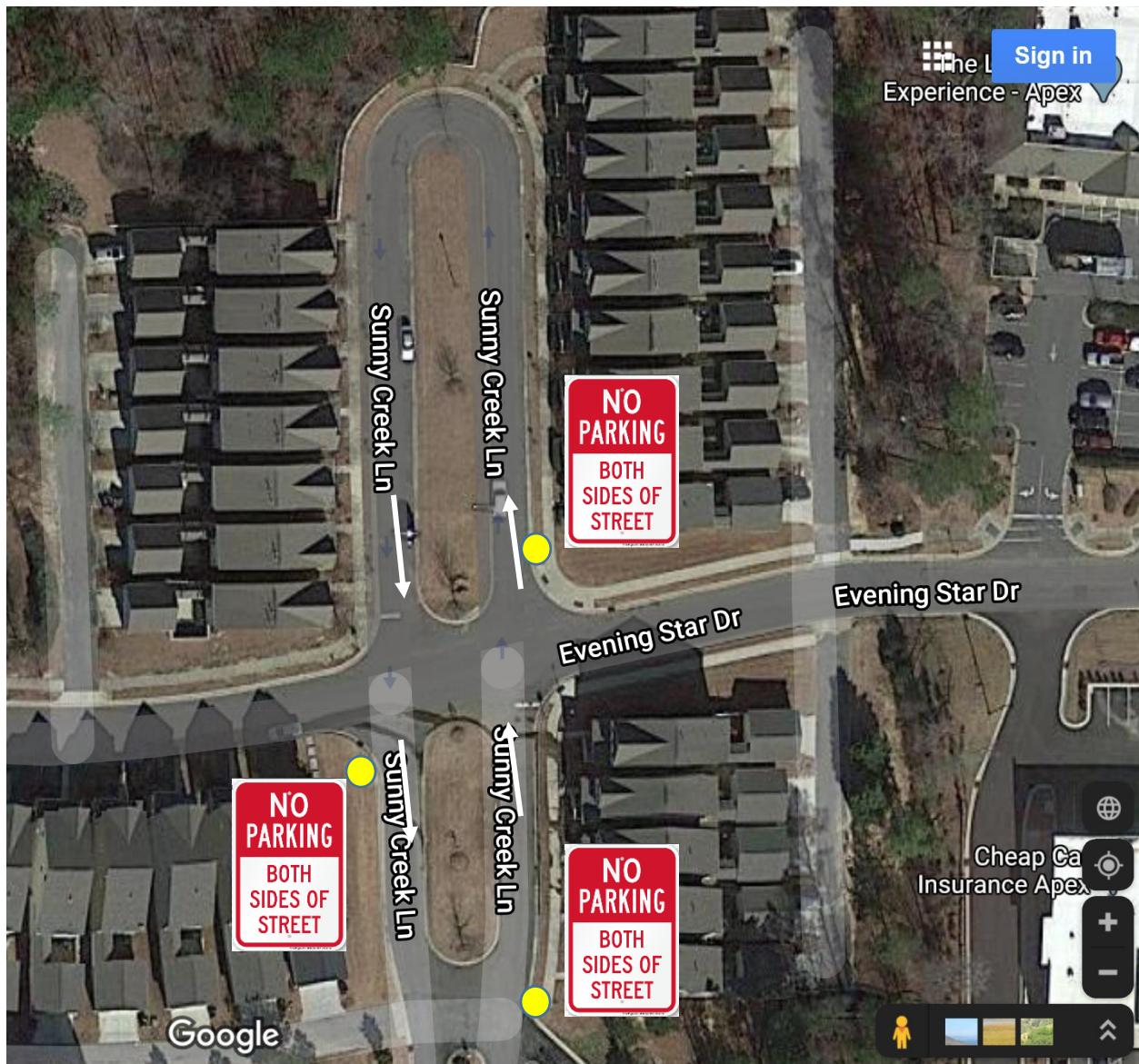
Approved As To Form:

Laurie L. Hohe
Town Attorney

Town of Apex Ord 20-164 (38) Proposed:

**Creekside Subdivision “No Parking” for Sunny Creek Lane & Windy Creek Lane
one-way loops**

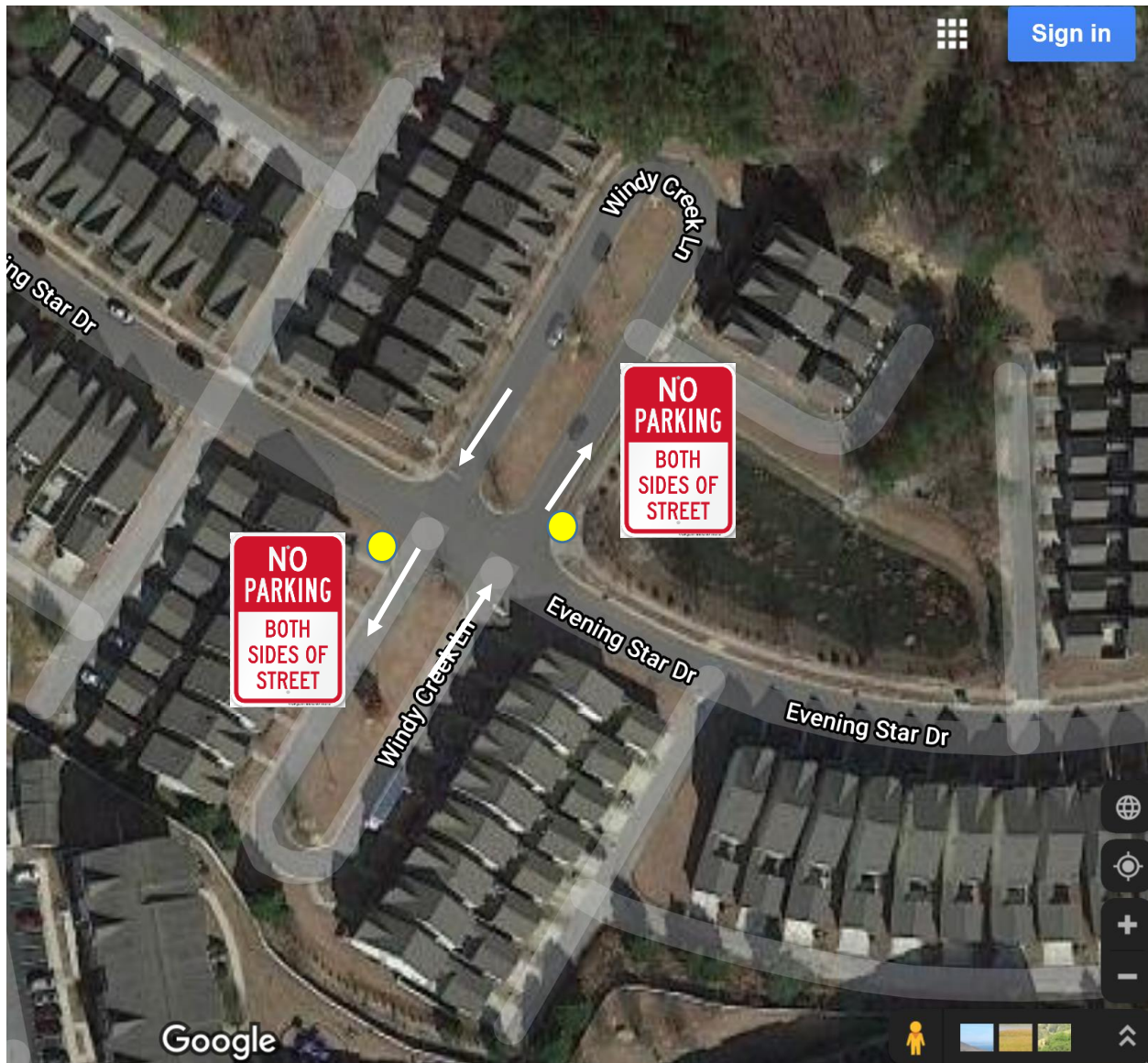
August 2020 (1 of 2)



Town of Apex Ord 20-164 (38) Proposed:

**Creekside Subdivision “No Parking” for Sunny Creek Lane & Windy Creek Lane
one-way loops**

August 2020 (2 of 2)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Motion to approve amendments to the Town's Special Event Policy to put into writing the existing position that use of town property for a special event at no cost is considered co-sponsorship of that event under our policy and to state more clearly that the Town will not co-sponsor political events.

Approval Recommended?

Yes

Item Details

Recent more intense scrutiny of our Special Events policy leads staff to recommend to Council amending the policy to be clearer regarding in-kind use of town property amounting to co-sponsorship, and regarding the current stance that does not permit special events of a political nature to be co-sponsored.

Attachments

- Special Events Policy





Town of Apex

Special Events Guide

Special Events are very important to the quality of life for the residents of Apex. These events bring a special excitement and vitality to the community. Special Events can produce endless benefits such as personal, social and economic growth and development, as well social and environmental awareness.

When determining the appropriateness of holding a special event in conjunction with the Town of Apex or located on Town Property or Public Rights-of-Way the overall context of whether Town resources are being managed appropriately needs to be evaluated. Approval of a Special Event will be determined once a completed application has been received, reviewed and evaluated by the appropriate Town staff and it has been decided that use of public space and allocation of public resources are appropriate.

Please review the attached Special Events Guide for the Town of Apex, which includes the Special Events Policy, Application and other information that will be necessary to plan, coordinate and receive approval for your event. Questions should be directed to the Halle Cultural Arts Center (919) 249-1120.

All applications and support documents should be directed to:

Apex Parks Recreation & Cultural Resources Department
Halle Cultural Arts Center
Attn: Special Events Permit
237 N. Salem Street Apex,
NC 27502

Approved by the Apex Town Council September 19, 2017

Special Events Guide

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January 1, 2016

Special Events Organizer,

The Town of Apex has established a Special Events Policy for individuals or organizations that plan to organize and hold a Special Event, Town of Apex Co-Sponsored Event, Parade, Festival, Race/Run or other Recreational, Cultural, Entertainment, Community or Social Awareness Event. In order to host one of these types of events with the intent that they will be sponsored / co-sponsored by the Town of Apex, utilize Town staff or resources, or be held on Town of Apex property or public rights-of-way within Town limits, the guidelines established in the Special Event Policy must be followed. Special Events sponsored / co-sponsored by the Town of Apex and all special events requiring the closing of public facilities or rights-of-way must be approved by the Apex Town Council.

It is the intent of the Town that Special Event Permit applications will follow the schedule set out in the Special Events Policy. Special Event Permit Applications must be completed with all associated documentation included at the time the request is submitted, unless otherwise noted. When additional documents are requested by staff, the applicant should provide requested material by the deadline provided.

All Special Event Organizers (including other Town Departments) should contact the Apex Parks, Recreation, and Cultural Resources Department for assistance. Contact the Special Events Permit Coordinator at (919) 249-1120 for more information.

Sincerely,

John Brown, Director
Parks, Recreation and Cultural Resources Department

Instructions to Apply for a Special Event Permit

1. Read the Special Event Permit Guide thoroughly.
2. Complete the Town of Apex Special Events Permit Application.
3. Provide a site map showing streets to be closed, tent placement, parade/run routes or other similar events or activities. Include your site map with your permit application.
4. If your Special Event requires other permits or approvals as indicated in the Special Event Permit guide, complete the necessary forms/ actions and include them with any applicable fees along with the Special Events Application.
5. Return the application with a \$25 non-refundable processing fee to:
Halle Cultural Arts Center
Attn: Special Events Permit
237 North Salem Street
Apex, NC 27502
6. All applications and related forms must be submitted to the Town of Apex no less than **60 days** prior to the start of the event.
7. Special Event Organizers applying for co-sponsorship consideration by the Town of Apex must have their event approved by the Apex Town Council. Co-sponsorship requests must be submitted by **December 1** of the calendar year. The application will be reviewed by staff and presented to the Town Council for consideration.
8. Once a Special Event Permit Application has been received, the application will be distributed to all associated departments for review. Based on these reviews the permit will be: 1) approved, 2) approved with conditions or 3) denied. The final determination will be provided in writing to the point of contact indicated on the application. The payment of all fee(s), with the exception of hourly staffing costs, is required prior to issue of the final Special Event Permit. *The processing fee is non-refundable.* Examples of additional fees could include but are not limited to tent permitting/inspection, or charges to cover the cost of road closure, Town staff support, sanitary station or waste container set up and removal.

All questions should be directed to the Special Events Coordinator at the Halle Cultural Arts Center at (919) 249-2210 or by emailing david.wood@apexnc.org with Special Events in the subject line.

TOWN OF APEX SPECIAL EVENT POLICY

1. GENERAL

- A) For purposes of this Policy, “Special Event” is defined as an event or festival or other Recreational, Cultural, Entertainment, Community or Social Awareness activity held to engage the community and promote tourism, showcase local talent, expose artists and performers to new audiences, invigorate community spirit, provide economic, health and wellness, or social benefits to a community or organization. Special Events may or may not be sponsored or cosponsored by the Town of Apex. Events such as Fairs, Carnivals, Circuses, Tent Revivals, or other gatherings held on private property require a Temporary Use Permit (issued by the Planning Department) and are not covered under the Special Event Permit requirements.
- B) All Special Events are required to submit an application for their event each year. Previously held Special Events and Special Events which have received Town Sponsorship must reapply each year that the event is held and request sponsorship from the Town if desired as there is not an automatic renewal.

2. GENERAL REGULATIONS

The general regulations of this subsection shall apply to all allowed special events unless otherwise expressly stated.

- A) **Signs.** All special event signage must meet the requirements of Town of Apex Sign Ordinance as administered by the Planning Department. *(See Helpful Links)*
- B) **Conditions of Approval.** Special Events shall not violate or deviate from any applicable laws, rules, regulations, Town Ordinances, conditions of approval for the site or conditions noted in the Special Event Permit approval.
- C) **Obtain all other applicable permits and approvals.** The Event Organizer must obtain all other required permits and approvals prior to the event. This may include but is not limited to tent permits, ABC permits, authorization for road closures, use of public property and/or rights-of-way. *(See Helpful Links)*
- D) **Evaluation Criteria.** The Town of Apex utilizes the following criteria when evaluating and scheduling Special Events:
 - 1. The nature of the event and how it can serve the Town of Apex and its residents.
 - 2. The dates and times during which the proposed event will occur including setup and breakdown time.
 - 3. The location(s) of the Special Event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town.
 - 4. Whether the activities are in compliance with other applicable laws and Town ordinances.
 - 5. Whether the event is to benefit non-profit community service organizations.
 - 6. The general health, safety and welfare of the participants in/or attending the event and the citizens of Apex.
 - 7. The impact and /or cost of the event on Town support services.
 - 8. The frequency of the event or similar event(s).
 - 9. If alcohol will be served.

3. TYPES OF SPECIAL EVENTS – PERMITS REQUIRED

A) Major Special Events shall be allowed as follows:

1. A Special Event Permit is required for any event with over 250 visitors which is held on Town Property or any event to be held on Public Rights-of-Way.
2. Any event planned for Town Property where regular use by residents is impacted or restricted due to the event exclusive of private shelter and amphitheater rentals under 250 visitors.
3. Commercial events or festivals that generate profit for the private sector shall be permitted only if the applicant submits evidence to the Town Manager or her/his designee that the festival constitutes a community service.

B) Parades / Runs / Walks shall be allowed as follows:

1. A Special Event permit is required for any parade, run or walk. The Event Organizer is responsible for the cost of all Town services incurred in connection with the parade/ run/ or walk. The Town of Apex Police Department and EMS may require the organizer to provide for one or more off-duty personnel as deemed necessary. The Apex Police Department will determine final safety plan. If officers and/or cars and EMS services are deemed necessary by the Apex Police Department the Event Organizer is responsible for the costs incurred.

4. ADDITIONAL REQUIREMENTS

A) Fire Safety. In compliance with the Town of Apex and North Carolina State Fire Prevention Code, the Apex Fire Department may require the applicant to develop a plan for provision of safety service, both for the participants of the event and for person(s) directly or indirectly affected by the event. This plan must be reviewed and approved by the Apex Fire Department before a permit can be issued.

1. **Emergency Action Plan.** In compliance with the North Carolina State Fire Prevention Code, the Apex Fire Department may require an event to develop an Emergency Action Plan for provision of safety services, both for the participants of the event and for persons directly or indirectly affected by the event. An Emergency Action Plan, or EAP, defines the coordination of necessary actions by the Host Organization and the responsible municipal, county, and State officials to provide for timely notification, warning, and evacuation in the event of an emergency. The EAP must be tailored to site-specific conditions as required by the Apex Fire Department before a permit can be issued. The deadline for submission of an EAP is no later than 90 days in advance of the event. The EAP outline should adhere to the following standard rules of order:
 - a. General Summary Paragraph
 - b. Purpose of Emergency Action Plan
 - c. Assumptions of Emergency Action Plan
 - d. Basic Plan
 1. Event Director Contact: Name & Number
 2. Emergency Notification Procedure
 3. Severe Weather. Every EAP must include a reference to the “30/30 Rule for Lightning.”
 4. Fire. A fire protection plan if the event includes activities that may present a fire risk.

5. Medical Emergencies. An EMS 'first responder' and/or ambulance service coverage plan.
6. Law Enforcement
7. Emergency Vehicle Access. An emergency vehicle access Map into and out of the event area.
8. Egress/Evacuation/Location map. A map showing the routes for egress and evacuation which are integral to the production of the event, a parking plan and a concession placement map.
- e. Event Emergency Contact Information (Primary, Secondary, Police, Fire and Rescue).
- f. Based on your event plan and components, Town of Apex Fire Department may require an inspection of your event site before and/or during the event.

B) Sanitation and Recycling. The Event Organizer is responsible for making arrangements for litter and debris cleanup of the special event site both during and after the event. The Event Organizer is responsible for all costs should the Town be required to clean up following the event.

1. The Town of Apex encourages recycling at all events.
2. The Event Organizer should understand the following:
 - a. The Event Organizer is responsible for arranging for the proper disposal of grease and other similar waste with a private service or agency in advance of the event.
 - b. The Event Organizer will post an additional refundable clean-up deposit if the event is approved.
 - c. Improper disposal or spills may be classified as a hazardous waste and result in fines in accordance with Chapter 2703.3 of the North Carolina Fire Prevention Code.

C) Insurance & Liability. Event Organizers shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of the Organizer's operation. The Event Organizer shall indemnify, defend and save the Town harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims or suits for damages or losses (including, but not limited to, attorney's fees and other litigation expenses) for personal injury and for property damage directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of the Event Organizer or its officers, agents, volunteers and employees.

1) The Event Organizer should understand the following:

- a. If required by the Town's Safety and Risk Manager, the Event Organizer must furnish a fully paid liability damage insurance policy procured from a company licensed to do business in North Carolina. **All event organizers with co-sponsored status must provide for this requirement.** This policy must protect the Town of Apex, its officers, officials, employees and agents from any and all claims for damages to property and/or bodily injury which may result from or in connection with any of the operations carried on by the organizer of the Special Event.
- b. The Town of Apex must also be named as an additional insured. The Town of Apex must receive a copy of insurance policy included with the Event application. Insurance requirements are as follows: A minimum of \$1,000,000 for personal injury per person, \$1,000,000 for personal injury for aggregate liability and \$1,000,000 for property

damage each occurrence, or certificates of insurance acceptable to the Town's Safety and Risk Manager is/are required.

- D) **Electricity.** Any and all electrical requirements beyond those that already exist at the proposed event location must be provided for by a licensed electrician contracted by the Event Organizer. Any and all additional electrical work installed at the proposed event location must be permitted, inspected and approved by the Town of Apex. Specific requirements for the use of electricity must be submitted and approved at the time of the application for a special event permit. Power provided by extension cords from a building shall not pass through doorways or windows but shall be supplied by an exterior outlet, which is protected by a Ground Fault Circuit Interrupter (GFCI). Extension cords shall be grounded and shall not be placed over walking surfaces.
- E) **Toilets.** The Event Organizer is responsible to provide adequate on-site toilets to facilitate the specific needs of their event.
- 1) Events with co-sponsorship agreements with Town of Apex are not exempt from this requirement and are responsible for the costs incurred.
 - 2) The number of toilets is determined by the type and size of event in consultation with the Town of Apex.
 - 3) Handicapped accessible toilets are required for all special events requiring portable toilets.
 - 4) All portable toilets must be maintained daily if contracted for a multiple day event.
 - 5) The planned use of Town of Apex restroom facilities as sole or primary restrooms for the event may require a fee for use.
- F) **Noise.** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, provided that compliance with the Town's noise ordinance is assured. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment for special events. *(see Appendix A)*
- 1) The Town reserves the right to limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event.
 - 2) Complaints of loud, disturbing, or unnecessary noise in violation of the Noise Ordinance can result in the immediate revocation of the permit by the Town of Apex Police Department.
- G) **Food Sales.** The Event Organizer is responsible for arranging for all food permits and approvals a minimum of (4) four weeks prior to the event, from the Wake County Health Department.
- 1) The Event Organizer should understand the following:
 - a. All rules and regulations regarding any food preparation and service as established by the Wake County Environmental Health Department must be followed.
 - b. A fee may be required per booth per event.
 - c. A Fire Inspection is required to make sure all fire safety equipment is in place.
 - d. Inspectors have the right to close booths operating outside of health regulations.
 - e. All permits must be clearly displayed.
 - f. No glass bottles are allowed on Town property.
 - g. All clean-up including grease removal is the responsibility of the Event Organizer.
- H) **Vending.** The Event Organizer is responsible for procuring vendors for the event. Vendors approved by the organizer for the special event shall be required to secure applicable Town of Apex Licenses for the time period of the event. If vendors are part of the Town Council

approved “special event”, the event coordinator is responsible for any permits required by vendors and Town of Apex Licenses would not be required in those cases.

- I) **Alcohol.** Alcoholic beverages are prohibited on Town property without special permission from the Apex Town Council or their designee. Such use may be authorized only when the Town of Apex determines that such use will not materially endanger the public safety and will not unreasonably disrupt surrounding property owners and when the Chief of Police or the Chief’s designee has reviewed and approved the application and permit, and when the applicant establishes to the Town:
- 1) It is a not-for-profit entity
 - 2) Any license for the sale or distribution required by the Alcoholic Beverage Commission has been obtained and;
 - 3) The outdoor special event is within the Central Business District.
 - 4) The permit will specify whether malt beverages or wine are permitted at an outdoor special event and, if so, what conditions are required.
- J) **Tents, Stages, Accessories, etc.** Temporary structures, containers or storage tanks required for the event may require a safety inspection by the Apex Fire Marshal. The Town of Apex defines and classifies any structure, enclosure, or shelter constructed of canvas or pliable material supported in any manner as a tent. Temporary structures such as decks, platforms, stages and kiosks will in most cases require a permit.
- 1) Tents are limited to 120 square feet.
 - 2) All tents are required to have flame retardant certification and this must be verified by the Town. The Event Organizer must provide the following:
 - a. A copy of flame retardant certification (This should be attached to the tent, and inspector will check and approve in the field)
 - b. A site plan showing the location of the tents
 - c. A description of the activity(s) to be conducted under the tent(s)
 - d. A method of providing adequate anchorage against collapse from winds or other loads.
 - e. No tents may be staked into asphalt.
 - f. All tents must be secured or weighted down at all corners.
 - g. No tent may be erected in front of a building used as a place of public assembly, within fifteen (15) feet of a fire hydrant, or in any way obstructing any building exit or doorway.
 - h. Tents may not block streets such that Pubic Safety deems the layout / location dangerous or in appropriate for public safety.
 - i. All tents may be inspected and approved before occupancy or use by the public
 - j. No enclosing side walls are present,
 - k. At least one UL rate 2A: 10BC extinguisher shall be provided for all tents where there is cooking. Additional extinguishers may be required after the inspection.
 - 3) LP Gas use shall be restricted to cylinders no larger than 60 gallons water capacity. Cylinders shall be adequately secured to prevent over turning. Cylinders may not be

secured to items such as fire hydrants, temporary electric poles or barricades. Cylinders may be secured to the grill, a tent post, a signpost or permanent electric pole.

K) **Town of Apex Use Fees.** Special Event Use Fees may be charged for the use of Town Parks, Streets, Lanes, Sidewalks, Greenways, Multi-Use Paths, Personnel or other Town facilities.

1) **Town Parks.** Because of heavy use and demand the Town does not rent or close entire parks for special events. In rare cases, approved by the Director of Parks, Recreation, and Cultural Resources, the Town may close a portion or specific area within a park provided it does not disrupt the day to day operation or use by Apex citizens. A rental fee may be charged to cover costs associated with the use of Town facilities. The rental fee(s) for use of Town park facilities shall be based on residency and/or the home location of the organization which is holding the event. Preference will always be given to organizations which are based in Apex, consideration as to whether the host organization is a 501(c) 3 not-for-profit, and whether or not the event is will impact the day to day operation of the park and programs offered by the Town of Apex.

2) **Town of Apex Vehicle and Pedestrian Rights-of-Way.** Blocking of all or a portion of a Rightof-Way will require a traffic control plan by the Apex Police Department. The Event Organizer must provide a high quality 8.5" X 11" map of the area of the festival and proposed street closings The Event Organizer is responsible for all charges and rental fees incurred by the use of traffic control devices used for street/sidewalk closings. Cones, barricades, etc may be rented by area companies that carry such equipment and must be approved by Apex Police Department. For emergency purposes barricades shall not be blocked in any manner. Vehicles obstructing barricades or fire lanes will be cited for a violation of the fire or parking code and may be towed and stored at the owner's expense.

a. **Procedures for Street Closure**

1. Complete the temporary street closure section of the special events application which must contain a description, length, purpose, date and time of the closure.
2. Submit a high quality 8.5" x 11" map of the proposed closure and identify if any of the streets requested for closure are NCDOT maintained roads. Indicated number and location of proposed barricades. Include directions for vendor set-up/ drop off and timeframes where limited vehicular access will be allowed.
3. The Apex Police Department reviews and/or develops a traffic control plan for the closure.
4. The Apex Police Department will approve or disapprove the street closure and notify all other applicable departments as to the decision. In some cases, meetings will be held among these parties prior to the permit approval.
5. Events such as Festivals, Walks, Runs, Races and any similar activities held on Town-owned property or on public rights-of-way within the Town require a traffic control plan, in coordination with Apex Police Department.
6. Closings require the use of traffic control devices as set forth in the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

b. **Sidewalks, Greenways and Multi-Use Paths.** Sidewalks, Greenways and Multi-Use paths are to be used for public refuge and pedestrian traffic only and must remain clear and unobstructed in case of emergency (unless the closure permit specifically states that the sidewalk, greenway or multi-use path is to be closed.)

- c. **NCDOT Roadways.** Any North Carolina Department of Transportation State Highway or road must receive permission to be closed by NCDOT.
 - 3) **Personnel.** Special Events which requires manpower to either be pulled away from Town of Apex daily job tasks or for additional staff to be scheduled to cover workloads will be charged by Departments which determine that staff needs to allocated.
 - 4) **Town Facilities.** Special events where public buildings or facilities are designated to accommodate all or a majority of needed restroom or other staging or event activities must have approval from the Director of the appropriate department. A fee may be charged based on the impact to the facilities programs and resources.
- L) **Public Notification.** Event Organizer must provide public notification to all adjacent businesses and residents of the date and time of the event with a description of the roads to be closed a minimum thirty (30) days before the event. A copy of the notification must be submitted to the Town of Apex.
- 1) Event Organizers planning events to be held in Downtown Apex need to have approval by the Apex Downtown Business Association prior to submitting an application.
 - 2) Event Organizers planning events to be held in Town Parks or on Public Greenways need approval by the Director or his designee prior to submitting the application for use of Town Park Facilities.

5. CO-SPONSORED EVENTS

The Town of Apex has acted as a co-sponsor for various Special Events such as Peak Fest and Christmas Parade. Much time and planning in addition to financial resources, goes into these events. Through co-sponsorship, the Town may provide: staff support, logistical support, equipment usage, technical assistance and other in-kind support. For the purposes of this policy, the use of Town property without compensation is co-sponsorship. While recognizing that these events add to the quality of life in the community, help to bring the community together, and foster economic growth the Town also must be very careful in which events it chooses to co-sponsor. Because of the number of requests and demands placed on Town Departments during these events, it is impossible to co-sponsor every event where a request is made. Staff time, availability of equipment, the nature of the event, and several other factors are taken into account on deciding whether or not to co-sponsor an event.

As much as possible, the Town tries to plan for events on an annual basis. Therefore, if you desire for your event to be co-sponsored with the Town of Apex **your application must be received by December 1st**, following the criteria set forth in the festivals and special events policy. These co-sponsored events are submitted for approval each year.

- A) **Criteria for Co-Sponsorship.** The following criteria are used when determining co-sponsored Events:
- 1) The requesting applicant must represent a non-profit organization as defined by state or federal tax law.
 - 2) Priority will be given to Apex based groups / chapters / organizations.
 - 3) The proposed event is community focused and / or recreational in nature.
 - 4) The proposed event is not political in nature.

- 5) The proposed event is open to the general public.
 - 6) The proposed event has been planned to facilitate a positive impact to the community.
 - 7) **Eligibility for co-sponsorship status is based on successful completion and submittal of application, agreements, and letters of petition and/or contracts by December 1st of the calendar year prior to that the event is scheduled.**
- B) Conditions of Co-Sponsorship.** The Event Organizer should understand and agree to the following if requested:
- 1) All requests for sponsorship or co-sponsorship must be approved by the Apex Town Council. Requests for co-sponsorship must be received **by December 1st of the calendar year prior to that the event is scheduled.**
 - 2) Applicant will provide to the Town a clear and detailed record of the event's requested needs from the Town at the time of application for co-sponsorship status.
 - 3) Where applicable, the applicant shall provide at no cost, one booth space (or the equivalent thereof), at a mutually agreeable location at the event for the use by the Town of Apex as determined by the Town.
 - 4) Group or organization must include in **all publicity, including print, video, television and radio**, that the event is co-sponsored by the Town of Apex. Any expense associated with this recognition shall be borne by the applicant and approved at least 30 day in advance by the Town.
 - 5) The Town of Apex will be given name, logo and banner representation in tandem with the co-sponsors name, logo and banner representation. Any expense associated with that representation shall be borne by the applicant.
 - 6) Applicant will provide clear spoken recognition of the Town of Apex and its contribution at any events or functions utilizing live entertainment or speakers. Any expense associated with that representation shall be borne by the applicant.
 - 7) Applicant will provide for the Town of Apex, a wrap up package consisting of copies of all media coverage including, radio, print and television ads and feature stories that relate to the event. Any expense associated with that representation shall be borne by the applicant.

SPECIAL EVENTS SPONSOR/ CO-SPONSOR AGREEMENT

We, _____ do hereby agree to the following conditions in order to be considered for sponsorship or co-sponsorship by the Town of Apex.

1. Group or organization must be recreational in nature or principle, or provide tangible benefit to the community.
2. Group or organization must be a non-profit group as defined by N.C. State Law and be accountable for all income and expenditures to the Town of Apex. Provide a detailed financial statement to the Town annually or after completion of the event. Any or all financial records are subject to audit by Town of Apex.
3. Group or organization must submit **by December 1st of the calendar year prior to your event is scheduled an event application**, which includes the following: a written plan for the event together including a narrative description; a budget; a marketing plan; a logistics plan.
4. Group or organization's activities must be open to the general public.
5. Group or organization must include in **ALL PUBLICITY**, including print, video, television and radio, that the activity is co-sponsored by the Town of Apex with the Town receiving significant name, logo and banner representation in tandem with the co-sponsors name, logo and banner representation.
6. No activities/events may be held at a facility, which – would result in monetary gain for an individual.
7. NO ALCOHOLIC BEVERAGES will be allowed at any outdoor event, without prior approval and all necessary permits.
8. ~~Partisan~~ Political events or activities will not be permitted during a town sponsored or co-sponsored event. If political figures are invited to participate, it must be clearly understood that it is because of the office they now hold and not because of the office for which they are seeking election or re-election.
9. Group or organization must provide a \$1,000,000 certificate of insurance which specifically lists the Town of Apex as an additional insured.
10. Group or organization hereby assumes all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of the Permittee's operation. Event Organizer hereby expressly agrees to indemnify, defend and save the Town harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims or suits for damages or losses (including, but not limited to, attorney's fees and other litigation expenses) for personal injury and for property damage directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of Permittee or its officers, agents and employees.
11. Group or organization must provide information and/or perform such other duties as may be required by the Town of Apex
12. The Event Organizer will provide a booth space (or equivalent thereof), at a mutually agreeable location at the event, for the use of Town of Apex free of cost. Any cost associated with this shall be borne by the applicant.
13. Applicant will provide clear spoken recognition of the Town of Apex and its contribution at any events or functions utilizing live entertainment or speakers. Any cost associated with this shall be borne by the applicant.
14. The Event Organizer will provide for The Town of Apex a wrap up package of copies of all media coverage including, radio, print and television ads and feature stories that relate to the event. Any cost associated with this shall be borne by the applicant.

<hr/>	Date _____
Special Event Organizer	
<hr/>	Date _____
President of Group/Organization	
<hr/>	
Address _____	City _____ State _____ Zip _____
<hr/>	
Primary Phone _____	Email Address _____

HELPFUL LINKS

Apex Sign Ordinance	http://www.apexnc.org/documentcenter/view/567
Wake County Permits	http://www.wakegov.com/food/festivals/Pages/tfe.aspx
Apex Code of Ordinances	https://library.municode.com/nc/apex/codes/code_of_ordinances

INTERNAL CONTACT LIST

Please use the following contact list to communicate questions, verify needs for submission when the applicant is in a pre-application status or during the review process for specific questions related to the Special Event Permit Process and requirements for set department.

Parks Recreation and Cultural Resources:	David Wood, Halle Cultural Arts Center Mgr. (919) 249-1120
Police Department:	Captain Ann Stephens (919) 249-3456
Fire Department:	Keith McGee, Fire Chief (919) 362-4001



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Jose Martinez, PW&T Director

Department(s): Public Works and Transportation

Requested Motion

Motion to approve a Cooperative Purchasing Agreement between the Town and Wake County concerning Disaster Debris Monitoring Services and to approve related Cooperative Purchasing Agreement with HDR Engineering, Inc. of the Carolinas and authorize the Town Manager to execute both agreements.

Approval Recommended?

Yes

Item Details

Weather events such as tornadoes, hurricanes, and ice storms can generate a significant amount of debris. If an event is large enough, the Federal Emergency Management Agency ("FEMA") will issue a federal disaster declaration which makes local governments in the affected area eligible for federal assistance. In an effort to ensure that taxpayer funds are spent appropriately during debris cleanup events, FEMA now requires that an independent party monitor the activities of the debris collection contractors. The costs associated with the monitoring services are eligible for federal reimbursement.

The competitive nature of the bidding process for monitoring services is one factor that FEMA considers when deciding whether to reimburse applicants for disaster-related expenses. In early 2015, Apex and other local governments expressed interest in working with Wake County to get prepositioned contracts in place for debris monitoring services. In response, the County issued a Request for Qualifications ("RFQ") for disaster debris monitoring services in 2015. The RFQ named all twelve incorporated municipalities located in Wake County and made provisions for them to utilize the resulting contracts through participation in a Cooperative Purchasing Agreement ("CPA").

Three vendors submitted proposals for consideration by an evaluation committee (including Apex staff) which scored them on factors such as familiarity with FEMA regulations, experienced staff, monitoring experience, hourly rates, etc. After evaluating the proposals, the committee selected HDR Engineering, Inc. of the Carolinas as the primary provider and Tetra Tech, as the secondary provider.

At this time the Town is seeking to extend the current CPAs with Wake County and HDR.

Attachments

- Cooperative Purchasing Agreement between Town of Apex and Wake County
- Cooperative Purchasing Agreement between Town of Apex and HDR



COOPERATIVE PURCHASING AGREEMENT

The Town of Apex, North Carolina Agrees to
Accept Wake County's Contract Term & Agreements Regarding

Disaster Debris Monitoring Services

The Town of Apex, NC ("Town") hereby agrees to retain HDR Engineering, Inc. of the Carolinas (HDR), to perform disaster debris monitoring services and related services on behalf of the Town based on the executed and agreed upon contractual arrangements, terms, and conditions that exist between HDR Engineering, Inc. of the Carolinas (HDR), and Wake County, NC for Disaster Debris Monitoring Services dated July 13, 2020 (Contract No. 12624).

Any contract modifications including but not limited to change of scope, price schedule, or term without the written acceptance and execution of a Contract Amendment by Wake County and HDR, will be cause to nullify this Agreement.

An executed copy of this Agreement shall be either sent via email to john.roberson@wakegov.com or sent via USPS mail to:

Wake County Solid Waste Management Division
Attn: John Roberson, Director
P.O. Box 550 – Room 747
Raleigh, NC 27602-0550

Acknowledge the Town's acceptance of Wake County contract terms and conditions by having an authorized representative of the Town sign below.

**APPROVED BY THE TOWN OF
APEX, NORTH CAROLINA:**

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED BY WAKE COUNTY:

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT: Exhibit A: Wake County Contract No. 12624 for Disaster Debris Monitoring Services

COOPERATIVE PURCHASING AGREEMENT
Disaster Debris Monitoring Services
WAKE COUNTY CONTRACT No. 12624

EXHIBIT A

CT20200717...12624

NORTH CAROLINA

SERVICES AGREEMENT

OVER \$50,000

WAKE COUNTY

THIS AGREEMENT, is made and entered into this 13th day of July, 2020 by and between Wake County, North Carolina (the "County") party of the first part; and HDR Engineering Inc., of the Carolinas (HDR) (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:

HDR is to be primary service provider of Disaster Debris Monitoring Services as described in Wake County Request For Qualifications (RFQ) #15-039 (Attachment "A" to this document) and in the Statement Of Qualifications (SOQ) provided by HDR (Attachment "B" to this document). Individual tasks will be authorized by Amendment to this Basic Services Agreement.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

II. TERM

The services of the Provider shall begin on August 1, 2020 and shall be provided until June 30, 2021.

III. PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

IV. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

V. CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

VI. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

VII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

VIII. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

IX. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

X. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

XI. NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XIII. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XIV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XV. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: 
Wake County Department Head

By: 

Date: 7/14/20

Date: 7/10/20

By: 
Wake County Manager or Designee

HDR Engineering, Inc. of the Carolinas

440 South Church Street, Suite 1000

Charlotte, NC 28202-1909

Mailing Address


Date: 7/28/2020

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


FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

John Roberson

 Department Head Initials

WAKE COUNTY, NORTH CAROLINA

Request for Qualifications
For
Disaster Debris Monitoring Services



PROPOSAL NUMBER # 15-039

Proposal Deadline May 20, 2015

Before 2:00 pm ET

DATE: April 16, 2015

**REQUEST FOR QUALIFICATIONS
FOR
DISASTER DEBRIS MONITORING SERVICES**

I. Introduction

The County's Solid Waste Management Division intends to enter into an agreement with a qualified firm to provide consulting services in preparation for natural disasters or other debris generating events. These services include, at no additional cost to the COUNTY, participation in annual workshops or planning meetings with COUNTY Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the COUNTY with a half day training session on the most current FEMA 325 *Public Assistance Debris Management Guide*, FEMA 327, *Public Assistance Debris Monitoring Guide*, resent FEMA Fact Sheets , policy guides and FHWA Emergency Relief Program changes.

Wake County is located in the central region of North Carolina. The population of Wake County is approximately 1,000,000. The County consists of 857 square miles of area with 300,000 parcels of land.

There are twelve (12) incorporated municipalities within Wake County. They include: Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Zebulon. Any or all of the incorporated municipalities may participate in the terms and conditions of the established contract.

It is the intent of Wake County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize this contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Wake County in writing for acceptance and approval as originator of the contract.

The resulting contract term will be for five (5) years with the option to extend the contract for one (1) six (6) month period upon mutual agreement of both parties. All work set forth in the Scope of Work must be approved by personnel authorized by the County Manager to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

Copies of the RFQ forms may be obtained by contacting Wake County Procurement Services, 919-856-6120 or on the Wake County Government website at www.wakegov.com. Click on Purchasing, and then click on New RFP's and Bids.

When responding to this RFQ, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section II, C, and Proposal Submittal Requirements. Failure to follow these instructions may be

considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFQ. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Negligence or error on the part of any Consultant in preparing its proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that the COUNTY cannot give consideration to any "plea of error" in preparation of the bid, except in accordance with N.C.G.S. 143-129.

II. General Requirements

A. Proposal Contact

This RFQ and any subsequent action taken as a result thereof, are issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFQ and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. *Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFQ.*

B. Proposal Format

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFQ. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFQ number, and proposal closing time/date marked clearly on the proposal submission.

Provide one (1) original and eight (8) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (.pdf). The proposal packages shall be arranged and presented as stipulated in Section II, C. Proposal packages are to be delivered to:

Wake County Finance/Procurement Services
Wake County Justice Center, 2nd Floor, Room 2900
301 S. McDowell Street
Raleigh, NC, 27601
Attn: Tom Wester

The County must receive proposals **BEFORE 2:00 pm, May 20, 2015**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. **Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.**

C. Proposal Submission Requirements

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty-five (25) sheets (50 pages double-sided). Front/back covers, Table of Contents and Tab pages are excluded from these totals. The proposal must be divided into twelve tabbed sections with references to all parts of this Request for Qualifications (RFQ) done on a section number/paragraph number/letter basis. The ten sections shall be named:

Complete responses to each of the following categories are required. All submittals must contain the following information:

1. Introduction- Executive Summary and Company Information

a. Executive Summary

The purpose of the Introduction is to provide information about the proposing Consultant, as well as the Consultant's approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical County officials. The section should be concise and should present only information that is relevant to this contract.

Each respondent shall provide the following company information:

- b. Consultant's name and business address, including telephone and fax number, email address, website address.**
- c. The type of Consultant (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.**
- d. Year established. Include former Consultant name(s) and year(s) established, if applicable.**

- e. The name, title, address and telephone number of the Consultant's primary contact for this contract. The person identified must be empowered to make binding commitments for the Consultant and its subcontractors.
- f. A copy of the most recently audited financial statement.

2. Technical Approach

Provide a general discussion of the proposing Consultant's technical project approach to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA, FHWA under MAP 21 legislation, and the County.

3. Training and Safety:

Provide a copy of Consultant's internal training program. Provide under separate cover the Consultant's Debris Removal and DMS Monitors' training manual and Operations Plan to include Project Health and Safety Plans for all operations.

4. Qualifications of Consultant

- a. Provide evidence of satisfactory completion of disaster debris monitoring in the past ten (10) years at similar jurisdictions by providing the:
 - (1) Type of disaster: hurricane, tropical storm, tornado, flood, etc. . . .
 - (2) Type of jurisdiction: city, county, district, or combination Collection and DMS debris monitoring assignments- numbers of monitors deployed
 - (3) Scope, project budget, and operational duration
 - (4) FEMA/FHWA reimbursements actions and issue resolution
 - (5) Sub-consultant(s)/subcontractors that are proposed for this project

5. Claims

Ten (10) year claims/litigation history, claims resolution, and status of the claims.

6. References

Provide at least five (5) references for which the Consultant has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

7. Qualifications of Staff

Key project staff (management staff including, but not limited to: Debris Removal Operations project manager, collection and disposal operations field supervisors, clerical/data supervisor etc.) must be full-time employees of the proposing Consultant and have the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Each proposed key project staff person must demonstrate experience managing debris monitoring for at least three (3) government entities involving a minimum of 1,000,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, hauler invoice reconciliation, NRCS Emergency Watershed Protection Program.

8. Other Requirements

- a. Provide a time line detailing the pre-event planning (based on hours/days after award).
- b. Provide a conceptual Operations Plan and Budget responding to a Task Order issued after a disaster declaration with an estimated 1,000,000 cubic yards of debris in Wake County. Assume the Task Order(s) would specify the following:
 - i. Emergency debris clearance monitoring of fifteen (15) contractor debris clearing crews for seven (7) ten (10) hour days followed by;
 - ii. Debris removal monitoring of forty (40) contractor debris removal crews based on an average load of 38 CYs /load and 10 loads /day
 - iii. DMS monitoring at four (4) sites,
 - iv. Monitoring of 5,000 hazardous trees
 - v. Monitoring of 15,000 hazardous limbs one (1) per tree
 - vi. Monitoring of 800 hazardous stumps
 - vii. Clerical staff to support data entry of emergency clearance time and equipment tickets, loading site tickets, final disposal load tickets,

assimilation of monitors' daily documents and summary reports, and contractor invoice reconciliation

viii. GIS support to provide debris removal contractors' physical progress on the project, physical location (origin) of hazardous tree, limb, and stumps geocoded

ix. List any resources and budget required to provide monitoring services to complete the project.

9. Exceptions

List any exceptions/deviations to the RFQ specifications on a separate page.

10. Project Management

Consultants must provide a proposed organizational chart for services to be provided to the County. This must include:

(a) Resumes of key professional staff anticipated to work on Wake County projects.

(b) Description of the type of involvement by individuals within the firm with the County contract.

(c) Information regarding the current workload for the key staff to address the applicants' ability to supply adequate staffing for the contract.

(d) Detailed information on the staff's experience demonstrating current capacity and current expertise in debris removal management and disposal.

11. Existing Contracts

List all existing contracts the Consultant has in North Carolina, South Carolina, and Virginia.

12. Hourly Rates and Fees

Submit an hourly billing rate schedule for all RFQ required staff that will be assigned to work on this contract.

D. General Comments

1. Any cost incurred by respondents in preparing or submitting a proposal for the Project shall be the respondents' sole responsibility.

2. All responses, inquiries or correspondence relating to this RFQ will become the property of Wake County when received.

3. Respondents are requested to refrain from contact with the Selection Committee members.

E. Acceptance of Wake County Service Agreement

All applicants must be able to comply with the requirements of the standard Wake County Service Agreement and agree to the terms contained in the agreement. A copy of the agreement is attached to the RFQ. See "Attachment A".

F. Schedule:

Task/ Activity	Completion Date
Proposals Due from Consultants	May 20, 2015
Selection Committee Review Complete	
Interviews (if needed)	
Selection Approval by Wake County Board of Commissioners	

G. Selection Process

The Wake County Board of Commissioners has established a policy to be followed in selecting consultants. This policy is for the purpose of ensuring that consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in the professional services desired and to ensure that every qualified consultant has the opportunity to be considered for providing professional services for the Project. The process for the Project will involve two stages:

1. Stage One: Qualifications

The initial phase has commenced with the establishment of a Selection Committee with members having been appointed by the County Manager. A Request for Qualifications Package is being sent to Consultants identified by the Division who have previously expressed interest in being considered for providing disaster debris monitoring services and consulting services for this type of project. The RFQ will be put on the Wake County website and the RFQ will be sent to others upon request. Upon receipt of the packages from respondents, Selection Committee members will review and select the Consultant that appear to be most favorable to provide services for the Project.

Promptly following the selection, the committee will forward their written recommendation to the County Manager for approval.

2. Stage Two: Final Selection

Following the County Manager's approval to begin negotiations with a specific Consultant, the Wake County Solid Waste Management Division will begin those negotiations. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected Consultant, the proposed contract will be forwarded to the Wake County Board of Commissioners for approval.

I. Evaluation Criteria

The following criteria will be the basis on which consultants will be selected for further consideration:

1. Specialized or appropriate expertise of the key professional staff with this particular type of project
2. Adequate depth of experienced staff and proposed team for the project
3. Demonstrated understanding of and current experience with FEMA 325, FEMA 327 and FHWA ER program monitoring and documentation requirements
4. References
5. Consultant's proposed hourly rates for services
6. Previous experience of the Consultant with disaster debris monitoring, management and training
7. Other factors that may be relevant to the proposal. The above listing does not indicate the order of importance. The selection committee shall establish a priority ranking for the final list of criteria for the project.

J. Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Qualification or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

K. Interpretations, Discrepancies, and Omissions

Submit written questions about this RFQ to Tom Wester, twester@wakegov.com, by 5:00 p.m., April 28, 2015.

No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at <http://www.wakegov.com>. *Hover on Departments & Division, click on RFP's & Bids, click on New RFP's & Bids.* Any addenda and clarifications will be issued by April xx, 2015.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

L. Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

M. Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFQ and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

N. Retention of Proposer Material

Any and all information submitted in conjunction with this RFQ and the evaluation process will not be returned to the respondent.

III. Contracting Information

A. Certification

The Proposer hereby certifies that it has carefully examined this Request for Qualifications I and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFQ, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

C. Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFQ, in whole or in part, without the prior written approval from the County.

D. Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its Sub-Consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

E. Independent Consultant

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Consultant, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the

employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

F. Governing Law

This RFQ and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

G. Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFQ does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

H. Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

I. Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no

selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

J. New Services

From time to time during the period of work outlined in the RFQ and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

IV. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including owned, hired, and non-owned vehicles.

Workers' Compensation, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident, disease policy limit, and disease each employee.

Professional Liability, applicable to any professional services provided under this Contract with limits no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Department. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Department and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

Wake County Finance Office
P.O. Box 550
Raleigh, NC 27602

If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

V. Safety

The Consultant shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-Consultants perform. The Consultant shall also provide and take measures to protect the public and county personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Consultant will also be solely responsible to ensure that all Consultants' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and DMS(s). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

VI. Termination By the County for Cause

The COUNTY may terminate the pursuant contract if the Consultant:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled personnel;
2. Fails to make payment to Sub-Consultants for materials or labor in accordance with the respective Contracts between the Consultant and Sub-Consultants;
3. Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the County may without any other rights or remedies of the County and after giving the Consultant written notice, terminate employment of the Consultant and finish the work by whatever reasonable method the County may deem expedient.

When the County terminates the contract for one of the reasons stated above, the Consultant shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the County's services and expenses made necessary thereby, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, the Consultant shall pay the difference to the County. This obligation for payment shall survive termination of the contract.

The County may terminate the contract without cause by written notice.

VII. Non – Waiver of Rights

It is agreed that the County's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

VIII. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Consultant under the pursuant contract are the property of the County. The Contractor agrees that any such documents shall not be made available to any individual or organization other than the appropriate County officials without prior written approval of the County. Nothing contained in this paragraph shall be construed to prevent the Consultant from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the County.

IX. Binding Effect

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Consultant and Sub-Consultant of the parties.

X. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

XI. References

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

XII. Records Retention and Review

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

XIII. Written Task Orders

The County shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant. Contractor must acknowledge receipt of the written Task Order.

XIV. Location of Work

The designated area for monitoring Contractor or County forces debris removal ("COUNTY ROW") is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on Non-County roadways or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Wake County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.

NC Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. A listing of secondary roads, *Secondary Routes Eligible for FHWA Reimbursement and Exempt from Release to the County*, not eligible for debris removal by the Contractor and a map, *FEDERAL AID ROADS*, showing the location of the routes are provided in Appendix X.

The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NC-designated routes or secondary routes listed as eligible for FHWA reimbursement.

XV. Project Summary

Provide Disaster Debris Monitoring Services on an as-needed basis. Wake County will contract with qualified Consultant(s) to assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

XVI. Scope of Work Overview

The County is seeking the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County, and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in the most current Federal Emergency Management Agency (FEMA) Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris

Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Damage Assessment (PDA).

XVII. Scope of Services for Debris Monitoring

Provide debris monitors and debris monitoring services to assist Wake County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA 321, FEMA 322, FEMA 325, FEMA 327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program, NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

XVIII. Pre-Event Requirements

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Consultant will provide at no cost to the County a half-day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the most current FEMA 327 Public Assistance Debris Monitoring Guide.

XIX. Post –Event Requirements

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

XX. Personnel Requirements and Responsibilities

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion
6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitors

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets.

Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractors crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices (MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW
7. Properly monitor and record performance and productivity of debris removal crews
8. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
9. Ensure only eligible debris is loaded by the debris removal crews
10. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. DMS/Tower Monitors

Consultant shall provide debris tower and Debris Management Site (DMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units' compartments and accurately computing volume capacity in cubic yard for all

contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the DMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the DMS Field Supervisor as needed to conduct DMS daily hazard analysis inspections with the debris removal contractor.

D. Clerical/Data Entry Supervisor

Consultant shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately enter load ticket information into the consultant's information management systems and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative.

XXI. Required Documentation and Reports

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports; who is responsible for providing information in support of the reports and the accuracy of the reports:

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports;

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire work day. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket and ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks, but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. DMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, DMS(s)/Final Disposal Facility under your direct supervision worked, and issues encountered. Note any DMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each work day by the Data Entry/Clerical Supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un-reconciled tickets. The total number

of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each work day by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data.

Attachment A

SAMPLE AGREEMENT

NORTH CAROLINA
WAKE COUNTY

SERVICES AGREEMENT
OVER \$50,000

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____ by
and between Wake County, North Carolina (the "County") party of the first part; and
_____ (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:
Enter Services provided or add attachment.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

II. TERM

The services of the Provider shall begin on _____, 20____, and shall be provided until _____, 20____.

III. MAXIMUM AMOUNT PAYABLE: _____
(\$_____)

IV. PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

V. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

VI. CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

VII. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

VIII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

X. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

XII. NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XIII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: _____
Wake County Department Head

By: _____

Date: _____

Date: _____

By: _____
Wake County Manager or Designee

Mailing Address

Date: _____

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

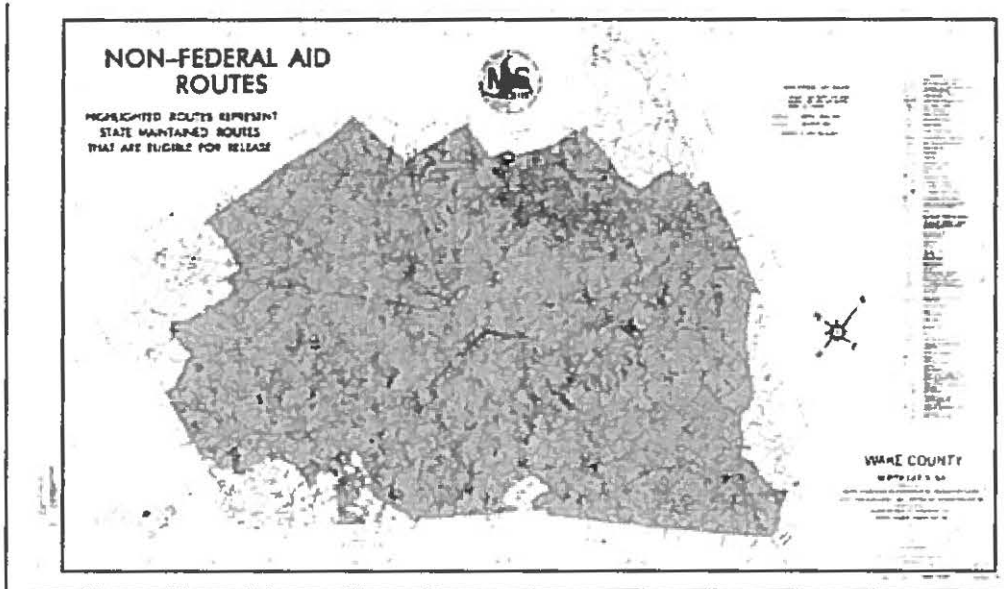
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

Initials

Department Head

Appendix X
NON-FEDERAL AID ROUTES MAP



The web link to the NCDOT NON-FEDERAL AID ROUTES map above is:

http://dotw-xfer01.dot.state.nc.us/imgdot/DOTNonFederalAidMaps/Wake_Non_FEDAID.pdf

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Request for Proposal No. 15-xxx at the rates described on SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 1 – UNIT RATE PRICE SCHEDULE.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the County of Wake or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of County Commissioners reserves the right to reject any or all proposals.

NAME OF FIRM

Federal Tax ID: _____

Phone: _____

AUTHORIZED SIGNATURE

Fax: _____

Email: _____

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Subscribed and sworn to before me this _____
day of _____, 20xx

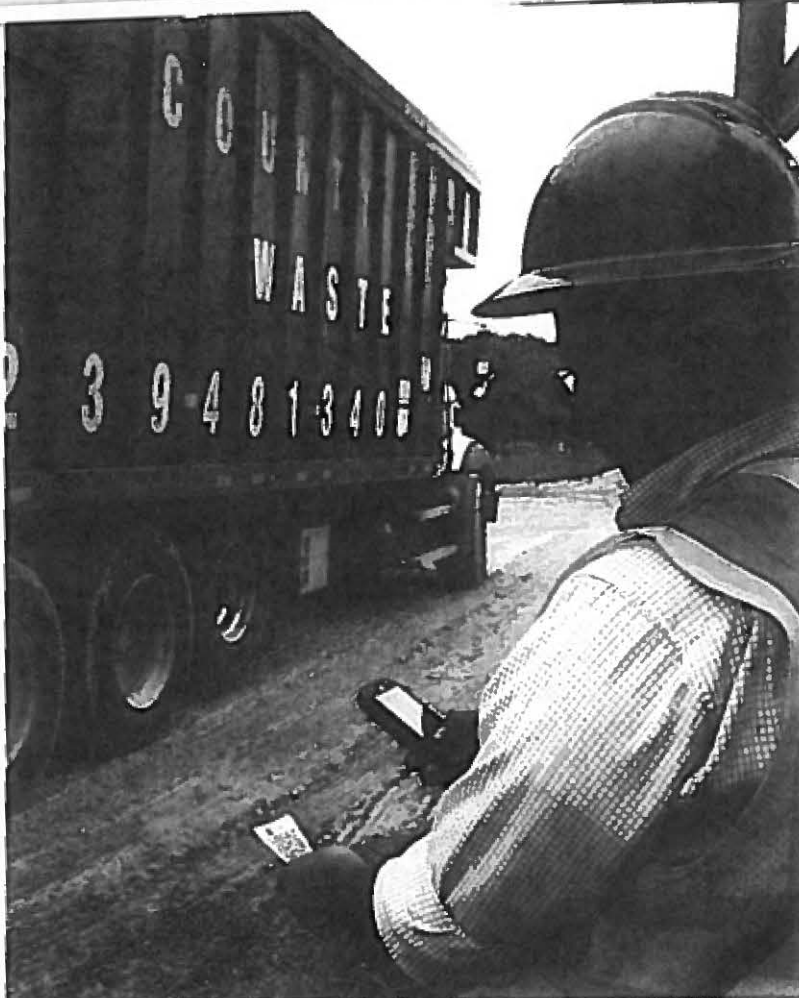
CITY, STATE, ZIP CODE

Notary Public _____

My Commission expires: _____

(SEAL)

ATTACHMENT
B



Statement of Qualifications
Disaster Debris
Monitoring Services

RFQ #15-039

Wake County, North Carolina



HDR



May 20,
2015



May 20, 2015

Wake County Finance/Procurement Services
Wake County Justice Center, 2nd Floor, Room 2900
301 S. McDowell Street
Raleigh, NC 27601
Attention: Tom Wester

SUBJECT: Statement of Qualifications for Disaster Debris Monitoring Services

Dear Members of the Selection Committee:

HDR Engineering of the Carolinas (HDR), along with our strategic teaming partners Thompson Consulting Services (TCS) and Tidal Basin Government Services (Tidal Basin), are pleased to provide the enclosed Statement of Qualifications (SOQ) to provide disaster debris monitoring services to Wake County and other governmental agencies. We have assembled our project team to provide Wake County with best in class disaster debris monitoring services and leading experts in the Federal Emergency Management Agency (FEMA) 325 and FEMA 327 policy implementation.

We feel that the HDR team should be strongly considered for this work for the following reasons:


- **A Local, Trusted Advisor that is Vested in Wake County:** HDR has been serving government agencies in North Carolina since 1948. Our Raleigh office includes more than 75 engineers, scientists, and other professionals. We have deep relationships with the municipalities and critical agencies (North Carolina Department of Transportation (NCDOT), North Carolina Department of Environment and Natural Resources (NCDENR), Duke Power, etc.) that may be heavily integrated in a recovery effort. Our Project Director, Jeff Murray, PE, is a solid waste management expert with a strong understanding of local solid waste management infrastructure, permitting requirements, and disposal and recycling markets.
- **Experience of Key Project Team Allows for Maximum Reimbursement:** Our key project team represents several of the foremost experts in disaster debris monitoring and FEMA policy and reimbursement. Our Project Manager, Chuck McLendon, has served as Principal in Charge and/or Project Manager for many of the largest disasters in U.S. history and has overseen more than \$2 billion in FEMA reimbursement. Jon Hoyle and Nathan Counsell of TCS are widely viewed as leading debris management experts having recently managed a massive ice storm recovery effort for the South Carolina Department of Transportation (SCDOT). Our team also includes former senior FEMA and State emergency management officials (Dan Craig – Former Director of Recovery for FEMA Headquarters and Steve Glenn – Former Deputy Chief of Operations for the North Carolina Emergency Management Agency) that could be instrumental in obtaining favorable policy reviews for the County.
- **Depth of Local Resources Ensures Service Delivery:** The collective firms on our team include nearly 10,000 infrastructure related employees. HDR employs more than 250 employees in North Carolina alone. Our project management team has sourced, trained, and managed thousands of local debris monitoring staff. We are confident in our ability to serve Wake County with a strong base of resources as well as leading technical expertise.

We sincerely appreciate the strong consideration of the County, municipalities, and other government agencies of Wake County to serve as the community's debris monitoring firm. If you have questions regarding our submittal, please feel free to contact Jeff Murray, Project Director, at (919) 232-6682 or Chuck McLendon, Project Manager, at (407) 353-0342.

Sincerely,

HDR Engineering, Inc. of the Carolinas


Jeff Murray, PE.
Project Director


Kevin Mosteller
Project Manager

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At HDR, we
do things
right to **make
great things
possible.**

We believe that the way we work can add meaning and value to the world. That ideas inspire positive change. That coloring outside the lines can illuminate fresh perspectives. And that small details yield important realizations. Above all, we believe that collaboration is the best way forward.

We specialize in engineering, architecture, environmental and construction services. While we are most well-known for adding beauty and structure to communities through high performance buildings and smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary teams also include scientists, economists, builders, analysts, and artists.

Our employees, working in 225 locations around the world, push open the doors to what's possible each and every day. This is where great begins.

Executive Summary

Your Challenge

As a County government, Wake County has an obligation to its constituents to be prepared to respond to and recover from natural and man-made disasters. Part of this obligation relates to fielding the appropriate teams of qualified personnel and contractors to quickly and efficiently remove debris from public rights of way and other areas that may be deemed a threat to public health and safety. Wake County has issued this solicitation to retain a qualified firm with sufficient resources to provide debris monitoring and consulting services to the County. In addition to serving the County, the contract vehicle that results from this procurement effort will be made available to other local governmental agencies in the County (via a Cooperative Purchasing Agreement) that may be in need of debris monitoring or related consulting services.

As part of FEMA's Public Assistance (PA) Program, FEMA reimburses local governments for the federal cost share of eligible debris removal activities following a Presidentially-declared disaster. FEMA however requires that eligible applicants implement a debris monitoring program that properly documents the quantities and eligibility of debris removed from areas where the local government has a legal responsibility.

Our Team

HDR, and our teaming partners TCS and Tidal Basin, is pleased to submit this proposal to Wake County and the County's twelve municipalities to provide disaster debris monitoring and consulting services. HDR is a local provider and has a long history of providing full service engineering and infrastructure related services to Wake County. TCS is one of the leading transportation engineering and debris monitoring firms in the Southeastern U.S., having managed a major 2014 ice storm recovery effort for SCDOT. Tidal Basin provides expertise in FEMA policy and PA Program reimbursement. Tidal Basin is led by the former Director of Recovery for FEMA Headquarters, Dan Craig, and the former Deputy Chief of Operations for the North Carolina Emergency Management Agency (NCEMA), Steve Glenn. Steve is based in Raleigh. HDR, TCS, and Tidal Basin have an established working relationship on many fronts (including general engineering and emergency management related services) and are confident in our ability to assist Wake County in preparing for debris generating events and maximizing reimbursement in their aftermath.

Our team will be led by Jeff Murray, PE as Project Director and Chuck McLendon as Project Manager. Jeff works in our Raleigh office and is an experienced solid waste management engineer. Chuck has extensive knowledge of Wake County's solid waste management and local knowledge of the Raleigh area, and experience with NCDENR and local disposal and recycling markets will be a



tremendous asset to the debris management effort. Jeff is also familiar to many of the solid waste department managers from the Wake County municipalities through his interaction with the South Wake Technical Advisory Committee. The HDR Raleigh office has also provided engineering services to a number of the communities in Wake County including recent projects for the City of Raleigh Solid Waste, Stormwater, and Utilities Divisions, and the Town of Cary Department of Public Works.

Chuck is an experienced program manager and debris management expert with more than 24 years of experience in the solid waste and emergency management sector. Prior to joining HDR, he was a partner with R.W. Beck, where he led the solid waste management practice in the Southeastern U.S. Chuck later served as President and COO of Beck Disaster Recovery (BDR) – the largest debris monitoring firm in the U.S. until their acquisition by Science Application International Corporation in 2009. He has been intimately involved in program management efforts for some of the largest disasters in U.S. history including Hurricane Katrina (New Orleans, LA), Hurricane Ivan (Pensacola, FL), Hurricane Ike (Galveston, TX), and the Deepwater Horizon Oil Spill (for several Gulf Coast communities).

Our senior project team will be supported by several of the leading debris management (Jon Hoyle and Nathan Couns TCS) and FEMA/NCEMA reimbursement experts (Dan Cr and Steve Glenn of Tidal Basin) in the nation. Our team has an established working relationship, having served together as part of the senior management team and/or Board of Directors at BDR. Our senior project team are experienced credentialed program management professionals with a high degree of expertise in FEMA policy, solid waste management, program management, contract management, budgeting/scheduling/cost controls, and other functions critical to a monitoring operation. Our expertise and professionalism will result in a well organized, efficient, transparent, and financially responsible debris removal process for Wake County and its local government agencies. We feel strongly that the depth of our senior project team will provide strong bench strength to service not only the County but any of the municipalities that elect to cooperatively purchase from the County's debris monitoring contract.

We look forward to serving the County and municipalities in a way that we can following an emergency event. We sincerely hope that you will find our proposal responsive and of great value to the Wake County community.

Company Information

HDR Engineering, Inc. of the Carolinas
3733 National Drive, Suite 207
Raleigh, NC 27612-4845
Phone: (919) 232-6600 | Fax: (919) 785-1187
Jeffrey.Murray@hdrinc.com | hdrinc.com

Type of Consultant

HDR Engineering, Inc. of the Carolinas is a corporation. Our signatories are listed in the table below.

NAME	OFFICER TITLE	LOCATION	BUSINESS TITLE
Eric Keen	President	Omaha, NE	President
Paul Bowdon	Sr. Vice President	Tampa, FL	Regional Director
Glen Eimers	Sr. Vice President	Raleigh, NC	W+NR East Region Director
Edwin Luttrell	Sr. Vice President	Charlotte, NC	Natl Bus Dir Hydro/Dept Mgr
Roger Moody	Sr. Vice President	Charlotte, NC	Transpo Bus Grp Manager
Lewis Mosteller	Sr. Vice President	Charlotte, NC	Area Manager
Bruce Grenoble	Vice President	Charlotte, NC	SE Regional Manager
Jonathan Henderson	Vice President	Raleigh, NC	Managing Principal

Year Established

HDR, Inc. was established in Omaha, Nebraska in 1917. The North Carolina office was established in 1948. Former names include HDR Engineering, Inc. of North Carolina; HDR Infrastructure, Inc. of North Carolina; Henningson, Durham & Richardson, Inc. of North Carolina; and B.O. Vannort Engineers, Inc.

Primary Contact

Jeff Murray, Project Director
3733 National Drive, Suite 207
Raleigh, NC 27612-4845
(919) 232-6600 | Jeffrey.Murray@hdrinc.com

Financial Stability

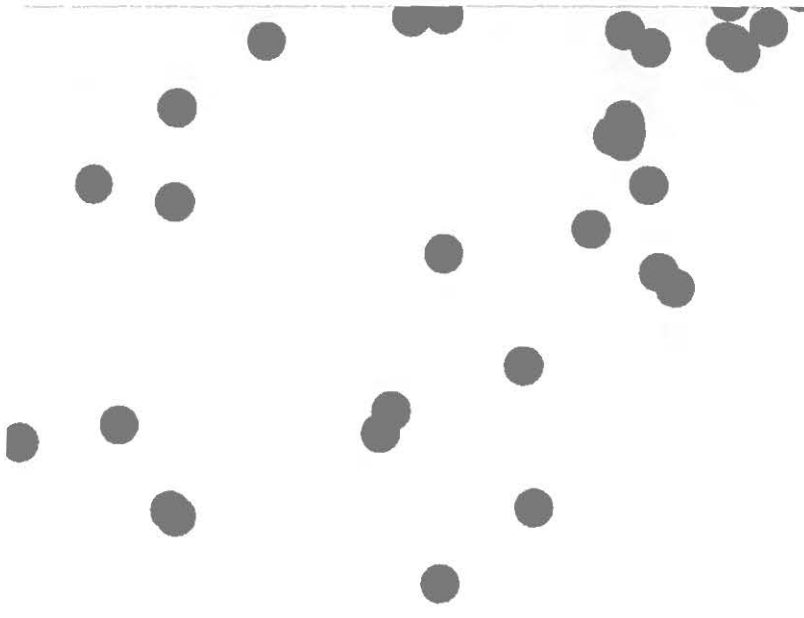
As an employee-owned firm, our assets are managed and invested with exceptional care. We have established strong risk controls and are committed to managing our company with an eye toward long-term financial health and stability. This commitment has enabled us to thrive for nearly 100 years in every economic environment and allows us to be a reliable partner for our clients.

Our financial statements are prepared and audited annually by Ernst & Young LLC, including a Federal Acquisition Regulation audit. We are financially sound with gross revenues in excess of more than \$1.89 billion (2014) and a strong balance sheet with stockholders' equity in excess of \$1.24 billion (2014).

Due to proposal page restrictions, we are not able to submit the full financial statements. Full reports are available upon request.



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Our team lives here and works here. We recognize the importance of **adding value to our local community by solving tough challenges and inspiring positive change.** We have been providing services in North Carolina since 1948 and have built solid working relationships with the majority of state agencies.

Our North Carolina area offices.

Project Understanding

Wake County is located in central North Carolina and includes a population of approximately 1 million residents. The County consists of 857 square miles of area and 300,000 parcels of land. Wake County includes the municipalities of Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Zebulon.

Wake County has issued a Request for Qualifications (RFQ) to retain a firm with expertise in disaster debris monitoring in order to fulfill requirements of FEMA following a Presidentially-declared disaster event. It is the County's intent to make this contract available to the twelve incorporated municipalities and other County governmental agencies within Wake County for cooperative purchasing should they so desire.

We understand that, first and foremost, Wake County and its municipalities need a firm to protect their financial interests by implementing a debris monitoring program that will document the quantities and eligibility of debris removed from Wake County right-of-way (ROW) and other assigned areas. In addition, Wake County and its municipalities need a firm that can assist them in preparing for and responding to a disaster debris recovery effort in an orderly and efficient manner. We also understand that coordination amongst the local jurisdictions and with NCDOT and NCDENR will be an important element of this project. Our team is in a strong position to seamlessly assist with multi-jurisdictional coordination efforts given our strong local presence and working relationships with both NCDOT and NCDENR. Professionals from the HDR Raleigh office have also completed

numerous highway improvement projects, bridge and rail line inspections and designs, and studies for NCDOT, and have a solid rapport with the state and local department leaders. Our solid waste management teams in Raleigh and Charlotte have worked successfully with NCDENR officials for the permitting and compliance of various solid waste facilities across the state for more than 40 years.

We feel strongly that our location in Wake County and veteran leadership team can provide Wake County and its municipalities with the service and responsiveness you are looking for. We have a vested interest in being a part of Wake County's disaster recovery efforts.

Time-Based Technical Approach

Our approach to debris monitoring is a multi-step process that has been refined through our staff's many years of field experience. Our objective is simple – to maximize the non-local (federal and state) cost share to Wake County and its municipalities for disaster debris management recovery expenses. We thoroughly understand the reimbursement process and the detailed audit process that the County will ultimately be subjected to. The sections that follow provide details on the specific recovery phases and tasks that we will deploy in order to achieve an efficient and cost effective debris management program for Wake County.

The timeline on the following page identifies several critical stages of the preparedness, response, recovery, and close-out process and specific activities that will take place during

Times of Normalcy

- Arrive on time with Wake County municipal employees and contractors
- Update debris management plan
- Review MOUs etc. with NCDOT, etc.
- Review contracts with local etc.
- Assess DMS

48 Hours Prior

- Info and daily conference call with County
- Evaluate existing equipment and materials, rentals based on projections
- Prepare plans and for standard equipment
- Verify ACMS technology is ready for deployment

0-24 Hours After

- Initiate emergency plan activities
- Initiate damage assessment (confirm availability)
- Confirm permitting status of DMS locations
- Mobilize additional staff as necessary
- Prepare ACMS technology for deployment
- Begin recruitment of debris monitors - activate the staff
- Identify and justify need for debris disaster operations
- Initiate daily morning and evening meetings with County, monitor major and state and debris etc.
- Assess for and address recovery on debris removal procedures

72-96 Hours After

- Truck certification continued
- Remedy of ACMS collection

2+ Weeks After

- Assess equipment levels based on debris removal timeline
- Initiate safety programs as necessary
- Assess health and safety program
- Assess recovery program efficacy
- Meet with County Finance Department on recovering the money
- Assess and provide feedback recommendations on contractor in scope

Preparedness

72 Hours Prior

- WDR begins plan monitoring of events
- Verify internal processes and procedures
- Contact County to discuss proposed projects
- Identify jurisdictional responsibility

24 Hours Prior

- Update project manager - senior staff
- Prepare debris management plan and training of field monitors
- Review debris management plan
- Develop ACMS technology for debris removal and debris assessment
- Initiate ACMS technology deployment
- Mobilize staff to monitor debris push and pull
- Initiate emergency plan activities

Impact

Response

24-48 Hours After

- Confirm debris assessment data post collection
- Assess debris for debris
- Begin debris removal plan with County
- Prepare ACMS technology for debris removal
- Prepare ACMS technology for debris removal

48-72 Hours After

- Begin debris removal plan with County
- Confirm debris assessment data post collection
- Assess debris for debris
- Begin debris removal plan with County
- Prepare ACMS technology for debris removal

Recovery

1 Week After

- Confirm debris assessment data post collection
- Monitor debris assessment data post collection
- Assess debris for debris
- Begin debris removal plan with County
- Prepare ACMS technology for debris removal
- Monitor debris assessment data post collection
- Document debris removal plan with County

Close-Out

Conclusion of Debris Hauling

- Document conditions of DMS locations for closure
- Complete final debris assessment and contractor invoices
- Prepare data for FEMA reconciliation
- Assist with Requests for Additional Information from FEMA
- Provide audit and appeal support as necessary

Annual Training and Preparedness Efforts

On an annual basis, our team will provide a half day training workshop to County and municipal staff. The training will focus on 1) refreshing staff on FEMA debris eligibility requirements and procedures, and 2) providing updates on any new FEMA policies or guidance. We will also review the County's disaster debris management plan and pre-event contracts to identify deficiencies. Most importantly, our training will focus on real-life best practices and mistakes (things to avoid) made by other jurisdictions.

As specified in the RFQ, we are prepared to assist the County with work to procure one or more qualified debris management contractors. Our Project Manager has assisted dozens of communities with their debris contractor procurement efforts.

Public Information Reporting and Awareness

HDR excels at working with local governments to educate their elected officials and citizenry in preparing for or responding to a disaster event. We will work with the County to prepare public education notices and prepare press releases on proper set-out procedures for debris. We will also produce daily reports that can be utilized to clearly communicate progress in the recovery effort to elected officials and the general public.

Debris Monitor Recruitment and Training

Our team understands the importance of utilizing the local Wake County workforce as part of the recovery effort. We will make every effort to hire debris monitor staff from Wake County. We will utilize a variety of sources including print, radio, and internet (social media) sources to recruit local staff. We also anticipate that given our large staff presence in Wake County, we will be able to source quality staff through our own internal contacts (this is by far the best method to recruiting to ensure quality staff). Prospective candidates will be asked to report to an HDR office or another specified location to apply for debris monitoring positions.

Once individuals have provided the necessary employment documentation and they have been deemed qualified to serve as a debris monitor, they will receive training on the roles and responsibilities of a debris monitor. Specific elements of our training program will include:

- FEMA eligibility guidelines for disaster debris (FEMA 325 and FEMA 327)
- Authorized roadways (non Federal Highway Administration (FHWA)) for County debris operations
- Safety considerations for debris monitoring operations.





Health and Safety

HDR takes the health and safety of our personnel very seriously as evident by our industry leading below average Enterprise Risk Management score. We will provide appropriate safety vests (that must be worn at all times) and requirements for the proper attire and identification that our employees will wear in order to protect them and present an appropriate image in the community. We will advise our employees on possible threats to their health and safety (traffic hazards, dehydration, insect bites, trip and fall, etc.) and best practices to prevent or minimize those hazards. We will also conduct periodic safety tailgate talks regarding safety issues of particular concern.

Emergency Push Operations

We are prepared to assist Wake County with emergency roadway clearance activities in the immediate aftermath of the event. This activity will include helping the County to identify blocked roads as well as maintaining time and material logs for push equipment (e.g., loaders, chain saw workers, etc). Particularly, if contractor crews are used for debris clearance activities, it is critical that push equipment is certified and logs are kept of labor and equipment time in service and location utilized.

Damage Assessment/Debris Estimate Methodology

Utilizing our experienced disaster recovery personnel and our strong local presence of engineers, HDR is uniquely prepared to assist Wake County with the damage assessment process. Our methodology for estimating for the quantities of debris generated by a disaster is built on two primary methods: 1) utilizing debris estimating models created by the U.S. Army Corps of Engineers (USACE), and 2) most importantly, drive-by visual surveys of our experienced personnel to determine the approximate geographic scope of the disaster and the relative damage on a per property level. Quite simply, there is no better method of debris estimation other than drive-by surveys by experienced personnel and collaboration amongst those individuals to agree on an approximate range of damage (typically in cubic yards).

Truck Certification

Our team will assist Wake County and its debris contractor(s) in identifying an appropriately sized staging area for debris contractor trucks to gather for the truck certification process to begin. As part of the truck certification process, the cubic yardage capacity of the storage area of a truck or trailer is measured. This calculation establishes the baseline by which load calls (percentage full) are made by tower monitors to determine the quantity of debris that a particular debris crew will be paid for each load that they collect. In addition to truck measurements, photographs are taken of the truck/trailer exterior, the inside of the truck or trailer cavity, and of the driver. Each hauling unit receives a placard with a unique identification number as well as the capacity of the hauling unit.

We understand the critical importance of the truck certification process and as such, will make certain that volume calculations are checked for accuracy.

Debris Management Site Identification and Permitting

HDR understands that debris management sites (DMS) are often times challenging to identify in metropolitan areas. We are prepared to assist Wake County and/or its contracted debris haulers to identify potential undeveloped parcels via GIS analysis. We can establish criteria for DMS parcels and shortlist potential properties. Site inspections can then be performed to determine if sites can be permitted for debris management operations.

HDR also has a strong relationship with the NCDENR and can assist the County or debris hauler in permitting debris sites and maintaining the documentation required to fulfill the permit requirements.

Right-of-Way Monitoring

After monitors have been trained, trucks have been certified, and debris management sites have been identified and prepared to receive debris, HDR will work with the County and debris hauler to commence ROW debris removal operations. Debris monitors will sign in and sign out each day at an HDR specified location (either an office or temporary construction trailer).

Debris monitors will be assigned to a crew (a crew typically includes anywhere from 1 to 3 trucks that are working together in a defined geographic area that a monitor can functionally observe). Field supervisors will also be deployed at roughly a 1:10 ratio of field monitors in order to coordinate activities of the debris monitor, maintain our culture of safety, and resolve any issues that may occur in the field.

Tailgate safety talks will be performed on a periodic basis to remind monitors of safety issues of particular concern. We intend to maintain communication with monitors by either radio or cell coverage when available.

If debris volumes warrant, we will utilize automated debris management system (ADMS) technology to record debris ROW and hazardous tree collection locations, truck and monitor numbers, date and time of collection, and other critical data. Modern ADMS systems have been proven to increase the efficiency of debris monitoring by reducing data entry efforts. HDR will also develop and maintain GIS based maps that report on first pass, second pass, incident sites, and other critical geo-spatial data.

Daily Briefings and Reporting

During times of crisis, communication often breaks down. It is critical that the debris management team serving Wake County and its municipalities communicate effectively and clearly on overall mission, daily mission, progress being made, areas for improvement, and any areas of particular concern. The County has specified a number of daily reports in its RFQ and HDR is prepared to meet those requirements.

For the first week of debris removal operations, we recommend twice daily (morning and evening) briefings between the local government agency (County/City), debris contractor(s), and debris monitor personnel. It is often beneficial to include

State, FEMA, USACE, and/or other regulatory agency staff as necessary. At the County's request, HDR will produce a daily agenda and record minutes and action items from the meeting. The Project Manager is prepared to facilitate the meeting on a daily basis as necessary. As the recovery effort rolls on and operations become normalized, meetings are typically cut to once per day.

Leaner, Hanger, Stump (LHS) Monitoring

Hazardous tree programs can be complex and are often the most likely element of a debris management effort to receive deobligations from FEMA. This is because extensive documentation is required to document hazardous tree programs (including multiple photographs per cut which create data storage challenges). FEMA has specified tight eligibility guidelines for leaners, hangers, and stumps and most LHS programs result in subsequent field audits by State and FEMA staff.

Improvements have been made to LHS monitoring programs as a result of ADMS technology. Using ADMS handhelds, HDR will collect necessary hazardous tree field documentation in real time. From the field data collection effort, a database will be created that allows for rapid contractor invoice reconciliation and auditing as necessary.

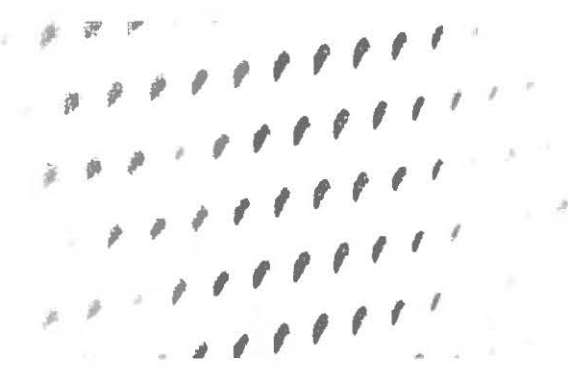
Debris Management Site Monitoring

Our team is prepared to assist the County and its contractor(s) in assessing (identifying and permitting additional sites if necessary), and operating selected DMS locations. This will include making sure that sites are properly established with appropriate truck queuing capacity, towers, lighting, restrooms, etc. We will also photo-document the site periodically during the course of the project.

Staffing: Typically, two DMS monitors per tower are adequate. Sites that have particularly high volume (near the beginning of the job) and/or low volume (near the end of the job when few trucks are running) may require more or less tower monitors.

Permitting and Regulatory: HDR has a long history of permitting solid waste management sites in North Carolina. We will assist the debris contractor and the County in providing the proper documentation to NCDENR to rapidly permit temporary debris sites, if necessary.

Documentation: Since it is our intent to utilize an ADMS system, paper documentation will be minimal. Load calls will be documented in our electronic ADMS system. We will maintain



a disposal monitor log at the tower that maintains a written record of each load that passes by the tower (including date, time, truck number, capacity, load call, etc.). Paper logs remain important in the rare event of an electronic data loss.

Residential Drop-Off Site Support

Residential drop-off sites are often good alternatives for those residents that have self-haul capability and want to handle debris hauling on their own. Drop-off sites are often located on smaller parcels (compared to contractor managed DMS locations) and may include a small loader to keep debris pushed up after unloading by residents. There are several important elements to residential drop-off sites including traffic control and documenting that only residential customers are bringing material to the site. Our team is prepared to provide the necessary staffing and support to Wake County to manage any residential drop-off sites that the County or its municipalities choose to open.

Specialty Operations

In extreme cases, debris removal programs beyond the standard ROW may be required. We are prepared to assist Wake County in making the legal argument for the importance of these programs and obtaining FEMA authorization for these specialty programs.

Private Property Debris Removal (PPDR): In the interest of public health and safety, it may be in the County's interest to implement private property debris removal programs. We can assist the County in making the legal argument as well as gathering the necessary legal documentation (right of entry agreements, etc.) to support these programs.

Demolition: A more extreme version of PPDR, HDR can assist Wake County in implementing demolition programs including the necessary legal, environmental, and utility work involved in administering these programs. We can assist the County with asbestos and/or hazardous material testing as well as coordinating with local utilities for utility disconnects.

Waterway Debris Removal: Disasters can often result in underwater hazards to navigation and/or clogged drainage ways. We can assist Wake County and its municipalities working with appropriate funding agencies (National Resources

Conservation Services (NRCS), FEMA, etc.) to determine programmatic eligibility and administer these programs.

Data Management and Contractor Invoice Reconciliation

Debris monitoring operations generate large volumes of data that is necessary to support state and federal reimbursement. From Day 1 following a disaster, a program must be established and maintained to record, compile, digitize, and store critical data (permits, contracts, email communication from State and FEMA staff, etc.).

Perhaps the most important part of a debris monitoring operation is contractor invoice reconciliation. We will provide the County's debris contractor with a specified format for each invoice file (that are typically large data set files documenting each load hauled during a specified period of dates). The contractors invoice will then be compared against our ADMS records to either approve or reject each load (due to discrepancies that will not pass audit). Any discrepancies that are identified will be provided to the contractor for correction and re-submittal. Once all discrepancies have been cleared, the contractor submits an invoice with associated back-up that is reviewed again and approved by HDR. HDR will then issue a payment recommendation letter to the County.

Close-Out and Appeals Support

The conclusion of debris hauling operations and final approval of invoices is by no means the end of a debris removal mission. It often takes FEMA several years to close-out a disaster event and that often requires a significant amount of communication between state and FEMA auditors to provide them with necessary documentation, respond to inquiries, etc.

In some cases, FEMA may deny reimbursement under which case an appeal may be warranted. Our team – including Dan Craig and Steve Glenn of Tidal Basin – is prepared to assist the County with any appeals for reimbursement that may occur.

As an employee-owned company, nothing is more important to us than health and safety of our employees and partners. This is reflected in how we live and work in offices and on projects across the globe. Safety is an embedded part of our culture and a consistent emphasis on every project. Our goal is always that everyone associated with our projects goes home safe.

We support and grow our safety culture through a comprehensive health and safety program that has received national recognition for excellence. This program includes extensive mandatory safety training for all employees and is supported by a team of certified safety professionals. Our safety professionals help project teams navigate the sometimes complex web of local and national health and safety regulations.

We understand that no project is the same and develop custom-fit safety plans to address each project's unique needs. Our safety approach focuses on client requirements, avoids accidents that could result in unplanned delays, and reduces client's overall project risk.

Safety Matters

We care about our people, and we're dedicated to keeping them safe. Our low safety rates and certification by third-party review programs show we're serious about safety.

EMR	HDR'S 2014 RATE	0.73
	Industry Average	1.00
DART	HDR'S 2014 RATE	0.08
	Industry Average	0.3
TCIR	HDR'S 2014 RATE	0.53
	Industry Average	0.8

Our internal Debris Monitoring Health and Safety Plan and our internal Debris Monitoring Training Program are included under separate cover with this submission.



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The strength of our team is in the experience and expertise of our senior project team members. The section below provides a summary table highlighting our team's experience with some of the largest debris removal missions in U.S. history followed by detailed project descriptions for several of our more high profile projects. Our collective staff experience reflected below has been gained while working at HDR as well as other leading industry firms.

We have been intimately involved in helping state and local government agencies recover from catastrophic natural disasters for many decades, however, our team's experience in the last ten years leads the industry. Our team has been routinely hired by "ground zero communities" because they require the expertise of the leading staff in the industry.

HDR TEAM EXPERIENCE

HURRICANE CHARLEY - 2004

Orlando, FL	1,000,000	✓	✓	✓	\$4M	1 YR	McLendon, Hoyle, Counsell
Polk County, FL	500,000		✓		<\$100k	1 WK	McLendon, Counsell

HURRICANE FRANCES - 2004

Orlando, FL	250,000	✓	✓	✓	\$3M	6 MO	McLendon, Hoyle, Counsell
Boca Raton, FL	175,000	✓	✓	✓	\$1M	6 MO	McLendon, Hoyle

HURRICANE IVAN - 2004

Escambia County, FL	6,000,000	✓	✓	✓	\$20M	2 YR	McLendon, Hoyle, Counsell, Roy
Pensacola, FL	1,250,000	✓	✓	✓	\$3M	1 YR	McLendon, Hoyle, Counsell, Roy
Okaloosa County, FL	250,000	✓	✓	✓	\$750K	6 MO	HDR Pensacola Office
Florida Dept. of Transportation - District 3	400,000	✓	✓	✓	\$1.5M	1 YR	McLendon, Hoyle, Counsell

HURRICANE JEANNE - 2004

Orlando, FL	200,000	✓	✓	✓	\$500K	4 MO	McLendon, Hoyle, Counsell
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HURRICANE DENNIS - 2005

Santa Rosa County, FL	1,750,000	✓	✓	✓	\$3M	6 MO	McLendon, Hoyle, Counsell
Escambia County, FL	1,100,000	✓	✓	✓	\$2M	6 MO	McLendon, Hoyle, Counsell, Roy
City of Pensacola, FL	345,000	✓	✓	✓	\$750K	6 MO	McLendon, Hoyle, Counsell, Roy

HURRICANE KATRINA - 2005

USACE	7,000,000	✓	✓		\$7M	2 YR	TCS Mississippi
Miami Dade County, FL	2,250,000	✓	✓	✓	\$5M	1 YR	Counsell, McLendon
Miami, FL	300,000	✓	✓	✓	\$750K	6 MO	HDR Miami Office
Plantation, FL	425,000	✓	✓	✓	\$1M	6 MO	McLendon
Ft. Lauderdale, FL	400,000	✓	✓	✓	\$1.25M	6 MO	McLendon
Hollywood, FL	355,000	✓	✓	✓	\$800K	6 MO	McLendon
Cooper City, FL	80,000	✓	✓	✓	\$200K	4 MO	McLendon
New Orleans, LA	150,000	✓	✓	✓	\$5M	5 YR	McLendon, Hoyle, Counsell
Gulfport, MS	2,500,000	✓	✓	✓	\$5M	1 YR	McLendon, Hoyle, Counsell
Harrison County, MS	1,750,000	✓	✓		\$4M	1 YR	McLendon, Hoyle, Counsell

HDR TEAM EXPERIENCE

HURRICANE WILMA - 2005

Ft. Lauderdale, FL	900,000	✓	✓	✓	\$2M	6 MO	McLendon
Plantation, FL	800,000	✓	✓	✓	\$1.75M	6 MO	McLendon
Hollywood, FL	600,000	✓	✓	✓	\$1.4M	6 MO	McLendon
Cooper City, FL	125,000	✓	✓	✓	\$250K	6 MO	McLendon
Lauderdale Lakes, FL	40,000	✓	✓	✓	\$150K	6 MO	McLendon
Pembroke Pines, FL	925,000	✓	✓	✓	\$2.5M	6 MO	McLendon
Miramar, FL	750,000	✓	✓	✓	\$2M	6 MO	McLendon

GROUND HOG DAY - TORNADOES - 2007

Lake County, FL	125,000	✓	✓	✓	\$500K	3 MO	McLendon
Volusia County, FL	100,000	✓	✓	✓	\$500K	3 MO	McLendon

HURRICANE GUSTAV - 2008

Plaquemines Parish, LA	350,000	✓	✓	✓	\$1M	6 MO	McLendon
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TROPICAL STORM FAY - 2008

St. Johns County, FL	25,000	✓	✓	✓	<\$100K	1 MO	McLendon
Leon County, FL	15,000	✓	✓	✓	<\$100K	1 MO	McLendon

HURRICANE IKE - 2008

Galveston, TX	3,000,000	✓	✓	✓	\$6M	2 YR	McLendon
Galveston County, TX	4,000,000	✓	✓	✓	\$8M	2 YR	McLendon, N. Counsell

HURRICANE IRENE - 2011

Dare County, NC	140,000	✓	✓	✓	\$400K	4 MO	McLendon
VA Dept. of Transportation	125,000	✓	✓	✓	\$500K	4 MO	McLendon, Johnson, Roy

HURRICANE ISAAC - 2012

Jefferson Parish, LA	260,000	✓	✓	✓	\$1.25M	4 MO	McLendon
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APRIL 29 FLOODING EVENT - 2014

Escambia County, FL	8,000	✓	✓	✓	<\$100K	1 MO	McLendon
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SEVERE WINTER STORM PAX - 2014

South Carolina DOT	750,000	✓	✓	✓	\$8M	1 YR	Hoyle, Counsell, Brooks
Aiken County, SC	900,000	✓	✓	✓	\$1.5M	6 MO	Hoyle, Counsell

HURRICANE SANDY - 2012

Town of Babylon, NY	100,000	✓	✓	✓	\$300K	4 MO	Hoyle, Counsell
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TORNADOES - 2011

Calhoun County, AL	350,000	✓	✓	✓	\$700K	6 MO	Hoyle, Counsell
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Projects shown represent the collective experience of HDR team personnel and may have been performed while working for other firms.

Project Experience

1. Wake County Projects

HDR has assisted the Wake County Solid Waste Management Division on a variety of projects for more than ten years. The work has included feasibility studies for waste to energy and organics diversion, landfill airspace and soil management analysis, design review, owner's representative for landfill construction, environmental compliance monitoring, and permitting and design for the East Wake landfill capping system repair, development of conceptual improvements to a convenience center, and erosion and sediment control permitting with NCDENR. Jeff Murray has served as the Client Manager and Project Manager for many of these assigned tasks since joining HDR in 2013.

2. City of Galveston, Texas | Hurricane Ike

On September 13, 2008, the City of Galveston was struck with the high winds and catastrophic storm surge of Hurricane Ike. Despite the City's 17 foot tall seawall that faces the Gulf of Mexico, storm surge and waves eclipsed the top of the wall. Because Galveston is a relatively thin barrier island, much of the island was flooded by gulf or bay-side storm surge.

Project Manager, Chuck McLendon, served as the Principal in Charge and Project Manager for the debris management recovery effort. Chuck assisted with a number of critical functions including:

- Certifying, documenting, and program managing an emergency push operation that included the removal of large quantities of beach sand
- Conducting an island-wide damage assessment and calculating costs projections
- Implementing a ROW collection program for eligible debris that collected over 3 million cubic yards
- Overseeing a hazardous tree removal and collection program
- Facilitating daily meetings with FEMA, State of Texas, and other relevant parties on the recovery effort
- Implementing a household hazardous waste and white goods collection program
- Monitoring an abandoned vehicle removal program with the Galveston Police Department resulting from hundreds of vehicles left by cruise ship passengers at the Port of Galveston cruise ship terminal
- Assisting the City and debris contractors to secure lease agreements for two debris management sites on the island

On the basis of economic recovery, Chuck McLendon was also able to assist the City in preparing a legal argument to allow the City to provide ROW collection to small commercial businesses in the downtown area of Galveston. Debris removal from commercial businesses is typically not eligible for FEMA funding.

Chuck further assisted with the long-term reimbursement process in responding to data calls and questions from FEMA and State representatives.

3. Municipalities of Broward County, Florida | Hurricane Wilma

Broward County, Florida is a large metropolitan county located in Southeast Florida. The County population includes more than 1.7 million people – nearly all of which reside in incorporated cities. On October 24, 2005, Broward County was struck by the high winds of Hurricane Wilma. Rather than a traditional east to west approach, Hurricane Wilma struck the County from the west (across the Peninsula of Florida). There was discussion that the storm actually gained strength as it raced across the Florida Everglades – striking Dade, Broward, and Palm Beach counties.

While President and COO of BDR, Chuck served as the Principal in Charge for the debris management effort for eight of Broward County's largest cities including Ft. Lauderdale, Hollywood, Pembroke Pines, Miramar, Plantation, Cooper City, Tamarac, and Lauderdale Lakes as well as the City of Boca Raton in Palm Beach County. He deployed debris monitoring teams to each of the cities and provided general oversight of all BDR operations in Broward County. Debris monitoring operations included ROW collection, debris management site oversight, hazardous tree removal, and waterways debris removal. Chuck's Broward County team oversaw nearly 4 million cubic yards of debris removal, processing, and disposal/recycling.

As a result of BDR's strong performance for the municipalities of Broward County, BDR was subsequently awarded the pre-position debris monitoring contract with Broward County (the scope of which would include ROW collection for the unincorporated County and DMS site monitoring for several County-operated debris management sites).

4. Santa Rosa County, Florida | Hurricane Dennis

Hurricane Dennis made a direct hit in Santa Rosa County between Pensacola Beach and Navarre Beach on July 10, 2005. It was an early season storm and caused widespread wind related damages. Luckily, the County did not suffer the coastal flooding of homes from storm surge as it did with Hurricane Ivan.

Having grown up in Santa Rosa County, Project Manager Chuck McLendon offered assistance to the County to provide disaster debris monitoring services. The County had recently recovered from Hurricane Ivan (2004) only to be hit again approximately one year later. The County used internal staff to monitor the 2004 debris removal effort and had some concerns about performing the critical function again for Hurricane Dennis given their limited staffing.

Chuck provided assistance to the County in establishing the necessary debris monitoring program management infrastructure. He helped to rapidly begin the permitting process for debris management sites and quickly built a team to begin truck certifications. More than 100 local staff were hired to conduct the debris monitoring process in the County.

Based on feedback from County staff, the efforts led by Chuck resulted in 100 percent reimbursement with very few questions raised during the audit and close-out period. He has continued to provide emergency management and environmental related services to Santa Rosa since this event.

Jon Hoyle and Nathan Counsell of TCS were part of Chuck's project management team in supporting Santa Rosa County on this debris removal mission.

5. Escambia County, City of Pensacola, and FDOT District 3 | Hurricanes Ivan and Dennis

Hurricane Ivan made landfall as a Category 3 hurricane just west of Pensacola, Florida in August, 2004. Ivan produced a catastrophic storm surge that flooded and destroyed hundreds of homes and created more than ten million cubic yards of debris across the Florida Panhandle and South Alabama. Approximately one year later, Hurricane Dennis made landfall in the Florida Panhandle – prior to the completion of Hurricane Ivan recovery efforts.

A native of the Pensacola, FL area, Chuck McLendon served as Principal in Charge and Project Manager for Escambia County, the City of Pensacola, and Florida DOT District 3 for the Hurricane Ivan and Dennis recovery efforts. He and his support team were on the ground and working with each of these clients within hours of the event passing.

The debris removal mission for Hurricane Ivan in particular was massive – with the County alone using as many as 5 debris removal contractors (assigned to specific zones) and more than five major debris management sites. As many as 600 debris monitors were deployed on a daily basis for County operations.

One of the more challenging elements of the work for Escambia County was cleaning the beaches of Pensacola Beach and Perdido Key. Chuck helped to organize and administer a private property right of entry program that removed excess sand from within beach front homes and properties and placed the sand back on the beach for screening. Roughly 20 miles of beach on Pensacola Beach and Perdido Key were sifted, screened, and shaped in order to ensure that the beaches – the economic lifeblood of the Florida Panhandle – could be safely reopened.

Chuck also oversaw the establishment and operations of a private property right of entry program for hazardous trees on private property as well as a waterways debris removal program. Jon Hoyle and Nathan Counsell of TCS worked with Chuck during the Hurricane Ivan recovery effort and were instrumental in the effort.

6. Dare County, North Carolina (and municipalities) | Hurricane Irene

Project Manager Chuck McLendon served as Principal in Charge and Project Manager for debris monitoring efforts on behalf of Dare County, North Carolina in response to Hurricane Irene. Chuck oversaw debris monitoring efforts for the County as well as several communities in the County including Kitty Hawk, Kill Devil Hills, Southern Shores, Duck, and Manteo. A significant portion of the debris that was generated in the County resulted from bay-side storm surge.

7. Jefferson Parish, Louisiana | Hurricane Isaac

Hurricane Isaac made landfall just west of the Mississippi River in Jefferson Parish, Louisiana on August 12, 2012 as a Category 1 hurricane. Chuck McLendon served as Project Manager for debris monitoring efforts for Jefferson Parish. Debris monitoring efforts included truck certification, right of way collection monitoring, hazardous tree collection monitoring, and disposal site monitoring. He also assisted the Parish in establishing and operating two high-volume residential drop-off sites.

8. Escambia County, Pensacola, Florida | Emergency Flood Response Support

In late April, 2014, the Florida Panhandle was pelted with nearly 20 inches of rain over a 24-hour period. Escambia County, Florida (Pensacola) experienced widespread flooding and major losses to road, bridge, and drainage infrastructure.

HDR was retained by the County to serve as the County's General Consultant for the recovery effort. We assisted the County in organizing its damage assessment efforts into discrete projects and providing support in assigning projects to either the County Road Department or third party construction contractor(s). We also conducted preliminary engineering assessments on a number of sites with potential structural damage.

HDR staff provided procurement support to include writing scopes of work for emergency procurement efforts. We have also provided assistance to the County in procuring a debris contractor to remove flood debris from the right of way.

HDR is providing reimbursement support as the County applies for reimbursement with FEMA's PA Program as well as the Federal Highway Administration's Emergency Relief (FHWA-ER) program. In total, 24 homes were destroyed, more than 1,000 homes were flooded, two dams were lost, and more than 700 sites of County infrastructure were damaged. Uninsured losses to County infrastructure are preliminarily estimated at roughly \$100 million.

9. Okaloosa County, Florida | Hurricane Ivan Debris Management

Immediately after Hurricane Ivan devastated the Florida Panhandle on September 15-16, 2004, HDR responded to a request to assist in debris removal for Okaloosa County - one of HDR's principal clients in Northwest Florida. HDR was awarded a \$1.5 million contract for Debris Removal Management and a \$20,000 contract for Structural Analysis from Okaloosa County.

Debris Removal Management | HDR immediately mobilized a debris monitoring team to the County after the storm. Within a few days, HDR hired, trained, and mobilized debris monitors to oversee right of way collection activities. HDR also supported the County by providing tower monitoring and load calls at the County's debris management sites. HDR assisted the County and its debris removal contractors in collecting approximately 600,000 cubic yards of debris (vegetative and C&D). This included nearly 1,100 loads of debris per day of operation. HDR's documentation ensured that Okaloosa County obtained maximum FEMA reimbursement for the County's debris removal activities.

"I am ecstatic with the performance of HDR and once again, I can simply make the call and HDR is there."

Danielle Slaterpryce
Okaloosa County Public Works Director

Structural Analysis | The day after Hurricane Ivan hit the Florida panhandle, officials from Okaloosa County requested HDR to assemble a team of four structural engineers to evaluate structures on the coastline and throughout the County that may have sustained damage from the storm. Within two days, HDR had a team of three structural engineers and one architect to begin the assessments.

Many of the buildings on the beach had experienced significant damage, especially on the first floors, with complete wash-out of breakaway structures and over 9-feet of sand deposits. HDR completed the structural evaluations of all of the buildings over two stories within one week and also assisted the County's building department with ride-out inspections of the balance of the affected structures within the County.

10. South Carolina Department of Transportation

In February, 2014 Winter Storm Pax, a powerful ice storm, coated an 18 County area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. SCDOT activated its pre-event contract with TCS to monitor a six county area in the eastern part of the state including Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. TCS monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from 175,000 hazardous trees by three Primary Debris Removal contractors. TCS continues to support the SCDOT by providing FEMA Public Assistance, Category A and B consulting services. TCS is overseeing the preparation of more than 115 large Project Worksheets on behalf of SCDOT and recovering more than \$155,000,000 in funding.



11. Aiken County, South Carolina

In February, 2014 Winter Storm Pax, a powerful ice storm, coated an 18 County area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. Aiken County activated a contract with TCS following an emergency procurement to monitor debris removal from County maintained roads and parks. TCS monitored, documented, and substantiated reimbursement for the removal of 1,500,000 cubic yards of debris and the removal of hazardous limbs from 155,000 hazardous trees.

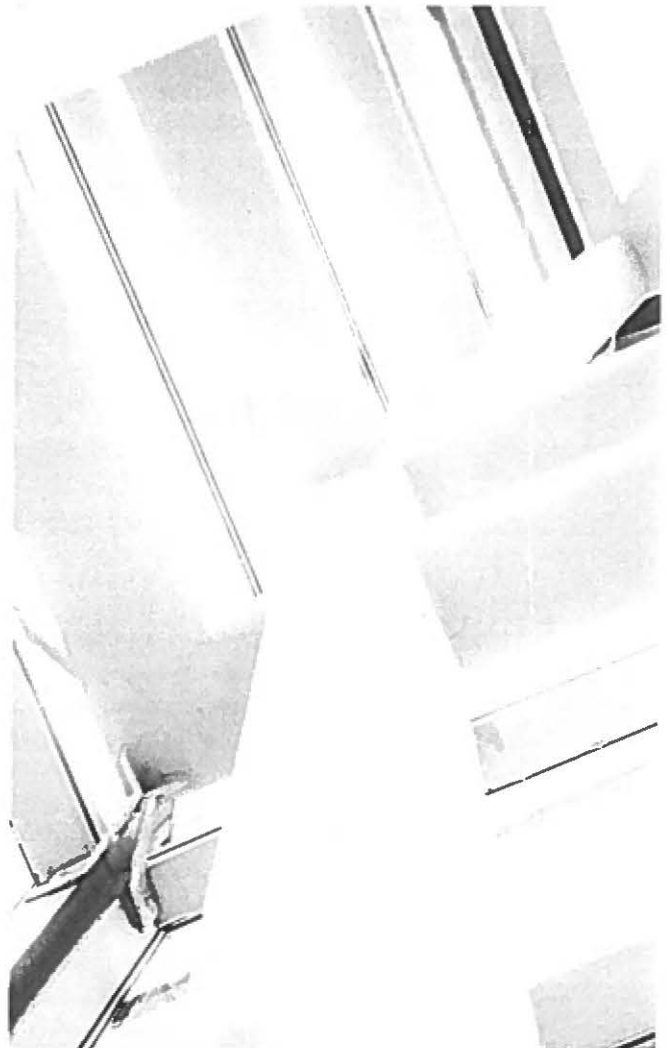


12. United States Army Corps of Engineers, Vicksburg District

TCS provided 240 debris monitoring inspectors to support the Hurricane Katrina recovery effort in multiple counties in southern Mississippi. TCS mobilized 100 Inspectors in 3 days and reached the USACE staffing goal of 250 within the time-frame established by the mission managers. TCS debris removal monitoring responsibilities included daily quality assurance inspection, load ticket preparation, daily reports, by County, and project record keeping. TCS inspectors monitored the collection of over 7 million cubic yards of debris throughout the mission. TCS also served as a liaison between the USACE, state agencies, and county representatives to report debris removal progress and resolve issues in the field. There were no FEMA reimbursement issues on this project.

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.



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Our team takes great pride in the service that we provide to our clients. There is no better testament to the quality of our work than personal testimonials from these clients that we serve. We are confident that the clients referenced below can assert as to the responsiveness, quality, and professionalism of our team.

REFERENCE INFORMATION

Jim Howes, Solid Waste Operations Manager Escambia County, Florida 13009 Beulah Road Cantonment, FL 32533 (850) 937-2160 jhowes@coescambia.fl.us	08/2004 – 07/2006	\$25M	10 million cubic yards	HDR – Chuck McLendon TCS – Jon Hoyle TCS – Nathan Counsell
Avis Whitfield, Public Works Director Santa Rosa County, FL 6495 Caroline St., Suite M Milton, FL 32570 (850) 393-9771 avis@co.santarosa.fl.gov	07/2005 – 04/2006	\$3.25M	1.75 million cubic yards	HDR – Chuck McLendon TCS – Jon Hoyle TCS – Nathan Counsell
Charles Kelly, Emergency Management Coordinator Galveston County Criminal Justice Center 60154th St. Galveston, TX 77551 (409) 765-3710 kellychar@cityofgalveston.org	09/2008-08/2010	\$6M	3 million cubic yards	HDR – Chuck McLendon
Jim Minor, Solid Waste Manager Beaufort County, South Carolina 120 Shanklin Road Beaufort, South Carolina 29906 (843) 255-2800 jminor@bcgov.net	07/2005 – 09/2011	\$50K	Debris planning, procurement, and general advisory services	HDR – Chuck McLendon
Edward Consaul, Public Works Director City of Plantation, Florida 750 Northwest 91st Avenue Plantation, FL 33324 (954) 452-2535 econsaul@plantation.org	09/2005-08/2006	\$6M	4+ million cubic yards County-wide	HDR – Chuck McLendon
Chuck McLendon, Assistant Corporation Manager of Escambia County Chuck McLendon is assisting Escambia County with debris removal for Hurricane Wilma.				
Brian Willis, Sanitation Director Iberville Parish, Louisiana PO Box 389 Plaquemine, LA 70765-0389 (225) 776-1109	02/2008 – 12/2009	\$1M	350,000 cubic yards	HDR – Chuck McLendon TCS – Nathan Counsell
Danielle Slaterpryce, Deputy City Manager City of West Palm Beach Florida 401 Clematis Street West Palm Beach, FL 33401 (561) 494-1089	09/2004 – 01/2005	\$1.5M	600,000 cubic yards	HDR – Pensacola office
Former public works director of Okaloosa County				

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Our project team includes a deep and robust roster of emergency management, debris management, and solid waste management professionals. We have constructed our project team to provide Wake County and its municipalities with a blend of policy and field operations expertise. We have many levels of expertise in all types of field operations, reimbursement agency programs, and administrative protocols to help the Wake County community recover from any type of disaster event (flood, tornado, ice storm, hurricane, etc.) that may impact the area.

The table below provides a brief summary of expertise for our key project staff. Section 10 of our proposal provides a project organizational chart and a short introduction to each of our key project staff.

QUALIFICATIONS OF STAFF

Jeff Murray, PE Project Director	<ul style="list-style-type: none"> • Senior solid waste engineer in HDR Raleigh, NC office with over 18 years of experience • Expert in solid waste facility permitting, design, and regulatory compliance • HDR's Client Manager for Wake County Solid Waste Department • International Secretary for the Solid Waste Association of North America 	<ul style="list-style-type: none"> • Wake County, NC • City of Raleigh, NC • Southeastern Public Service Authority • Duke Energy • Waste Management of Virginia
Chuck McLendon Project Manager	<ul style="list-style-type: none"> • 24 years of solid waste and disaster recovery expertise • Overseen more than \$2 billion in FEMA reimbursement • Recognized expert in debris program management and reimbursement • Authored first FEMA approved debris management plan under FEMA PA pilot program • Strong understanding of reimbursement policies for FEMA PA, FHWA-ER, NRCS-EWP, etc. • Administered ROW, Right of Entry, Hazardous Household Waste, waterways and numerous other debris removal programs 	<ul style="list-style-type: none"> • Escambia County, FL (Ivan) • Galveston, TX (Ike) • New Orleans, LA (Katrina) • Orlando, FL (Charley) • Boca Raton, FL (Francis) • Dare County, NC (Irene)
Jur Hoyle Debris Advisor	<ul style="list-style-type: none"> • Expert in mobilizing large response teams for disaster events • Strong understanding of FEMA PA and FHWA-ER reimbursement programs • Program Manager for SCDOT 2014 Ice Storm Recovery effort 	<ul style="list-style-type: none"> • SCDOT (Ice Storm) • Santa Rosa County, FL (Dennis) • Gulfport, MS (Katrina)
Nathan Counsell Debris Advisor	<ul style="list-style-type: none"> • Expert in FEMA 325 and 327 • Project Manager for City of New Orleans Demolition Program (Katrina) • Special expertise in Right of Entry and specialized debris monitoring operations 	<ul style="list-style-type: none"> • New Orleans, LA (Katrina) • Escambia County, FL (Ivan) • City of Orlando, FL (Charley)
Dan Craig Reimbursement Specialists	<ul style="list-style-type: none"> • Former Director of Recovery – FEMA Headquarters • Former Director – FEMA Region 1 • Recognized expert in FEMA Public Assistance Program 	<ul style="list-style-type: none"> • FEMA – Housing Inspection Services • City of Babylon, NY • University of Miami, FL

QUALIFICATIONS OF STAFF

Steve Glenn Reimbursement Specialists	<ul style="list-style-type: none"> • Former Deputy Chief of Operations for the North Carolina Emergency Management Agency • Former Infrastructure Branch Chief for FEMA Region IV • Oversaw implementation of the Public Assistance Program for eight states totaling \$7.6 billion in federal disaster funding • Served as FEMA Recovery Chief and Disaster Recovery Manager for the 2004 Florida Hurricanes and well as Hurricane Katrina within the State of Mississippi 	<ul style="list-style-type: none"> • State of Alabama Dept. of Emergency Management • Orange County, FL (Charley) • State of Mississippi Dept. of Emergency Management (Katrina)
Matt Wigle Logistics Manager	<ul style="list-style-type: none"> • Recently served as program manager for \$2.1 billion USACE reconstruction program • Required coordination with over 50 government agencies and major donors • Project Manager for over 20 major natural disasters • Responsible for complex global disaster response team mobilization, logistics, security and safety 	<ul style="list-style-type: none"> • USACE • Federal Aviation Administration FAA • US Army Central Command
Willard Johnson Operations Manager, Hazardous Trees	<ul style="list-style-type: none"> • Recently served as Public Assistance Debris Lead for South Carolina Emergency Management Agency • Expert in FEMA field validation audits particularly as they related to LHS programs 	<ul style="list-style-type: none"> • South Carolina Department of Emergency Management • Texas Dept of Transportation (Ike) • State of Mississippi Dept. of Emergency Management
Gary Brooks Operations Manager, ROW	<ul style="list-style-type: none"> • Expert at training and overseeing ROW collection operations • Served as Project Manager for more than a dozen major debris monitoring activations 	<ul style="list-style-type: none"> • SCDOT • Baytown, TX • Escambia County FL
William Butler Operations Manager, Debris Site	<ul style="list-style-type: none"> • Broad disaster recovery expertise • Specialized expertise in FEMA reimbursement programs • Numerous debris management and oversight engagements 	<ul style="list-style-type: none"> • Chesterfield County, VA (Irene) • Wake County, NC • Chambers County, TX (Ike) • Mississippi EMA (Katrina)
Bob Roy Data Manager	<ul style="list-style-type: none"> • Strong background and understanding of field documentation required for FEMA reimbursement • Highly organized, process oriented task leader 	<ul style="list-style-type: none"> • Texas Dept. of Transportation (Ike) • Escambia County FL (Ivan) • Gulfport, MS (Katrina)

Timeline for Pre-Event Planning

We understand the importance of preparedness. If awarded this contract, HDR would like to begin work immediately in familiarizing ourselves with Wake County's disaster debris management plan and concepts. The table below outlines several steps that we would take immediately following contract award.

ACTION ITEM	ESTIMATED DAYS AFTER AWARD
Schedule conference call to discuss Wake County's desired pre-event planning initiatives	1 day
Data request to Wake County requesting critical data	2 days
HDR comments on County debris management plan and debris contracts	5 days after receipt of information from the County
Annual half day debris management training session	At County's Request
Other technical assistance	At County's Request

Conceptual Operations Plan and Task Order Budget

The section that follows represents the our proposed operating plan in responding to a debris generating event impacting Wake County. In the event of an actual event, we will work closely with the County and municipalities to customize our plans (including operations plans, safety plans, etc.) to the specific disaster event.

PRE-DISASTER (DAYS 1 – 4 PRIOR TO EVENT)

Objective: Monitor forecast and begin preparatory measures

Key Staff Required: Project Manager, Project Director

Critical Path Items

- Discuss mobilization plan with County
- Prepare draft task order for execution
- Verify truck staging location with County
- Prepare ADMS for mobilization
- Prepare staffing plan
- Project manager mobilize to area
- Review debris management plan
- Review health and safety plan
- Discuss emergency push strategy
- Certify push equipment

DAY OF DISASTER

Objective: Prepare for emergency push operations and subsequent phases

Key Staff Required: Project Manager, Project Director, Operations Managers

Critical Path Items

- Finalize staffing plan
- Ensure staff are safe with appropriate necessities
- Verify emergency push strategy

EMERGENCY ROADWAY CLEARANCE/PUSH

Objective: Document emergency roadway clearance activities

Key Staff Required: Project Manager, Operations Managers, Field Supervisors

Critical Path Items

- Certify equipment
- Sign in/out labor and equipment
- Document progress areas made

MOBILIZATION, STAGING, AND LOGISTICS

Objective: Provide support logistics for broader debris removal mission

Key Staff Required: Project Manager, Logistics Manager

Critical Path Items

- Confirm staging location
- Determine need for construction trailer, etc.
- Implement staffing plan
- Ensure lodging for key staff
- Ensure necessary supplies (safety vests, etc.) are available

DEBRIS MANAGEMENT SITE PREPARATION

Objective: Identify, permit, and prepare DMS to receive debris

Key Staff Required: Project Director, Project Manager, Operations Manager

Critical Path Items

- Work with County and hauler to identify and confirm DMS locations
- Permit sites through NCDENR, if not already permitted (NCDENR permits expire after two years)
- Photograph and document site conditions (e.g. collect soil samples if required)
- Prepare truck routing, tower location, etc.

TRUCK CERTIFICATION

Objective: Certify trucks and trailers for ROW collection

Key Staff Required: Operations Manager, Field Supervisors

Critical Path Items

- Assemble supplies for truck certification (ladders, tape measures, etc.)
- Confirm QA/QC procedures
- Converse with hauler to ensure necessary truck certification resources are in place

MONITOR ON-BOARDING AND TRAINING

Objective: Recruit and train debris monitors

Key Staff Required: Project Manager, HR Manager,
anage

Critical Path Items

- Confirm adequate labor and equipment resources to on-board staff
- Schedule and hold multiple training/safety sessions
- Assign monitors to supervisors

INITIATION OF ROW COLLECTION

Objective: Commence ROW debris removal operations

Key Staff Required: Project Manager, Operations Manager, Field Supervisors

Critical Path Items

- Hold daily briefing with County and stakeholders
- Assign monitors to supervisors and crews
- Hold safety briefings
- QA/QC monitor documentation (fix errors on Day 1)
- Update daily briefing
- Update GIS maps

INITIATION OF HAZARDOUS TREE PROGRAM

Objective: Commence hazardous tree removal program

Key Staff Required: Project Manager, Operations Manager, Field Supervisors

Critical Path Items

- Assign monitors to supervisors and crews
- Hold safety briefings
- QA/QC monitor documentation (fix errors on Day 1)
- Update daily briefing
- Update GIS maps

CLOSE-OUT OF ROW OPERATIONS/PUNCH LIST

Objective: Conclude ROW debris removal operations

Key Staff Required: Operations Manager, Field Supervisors

Critical Path Items

- Issue press release on end of ROW operations
- Supervisors develop punch list of straggler piles

CLOSE-OUT OF HAZARDOUS TREE OPERATIONS/PUNCH LIST

Objective: Conclude hazardous tree removal operations

Key Staff Required: Operations Manager, Field Supervisors

Critical Path Items

- Supervisors develop punch list of straggler trees/piles

SHUTTER DMS LOCATIONS

Objective: Close and restore debris management sites

Key Staff Required: Environmental Specialists, Project Director, Operations Manager

Critical Path Items

- Process and haul-out remaining reduced debris piles
- Restore site to pre-use condition
- Notify NCDENR of site closure
- Photograph site following closure

CONTRACTOR INVOICE RECONCILIATION

Objective: Reconcile contractor invoices and issue payment recommendations

Key Staff Required: Data Manager, Billing/Invoice Analyst

Critical Path Items

- Reconcile invoices
- Issue discrepancy reports
- Final reconciliation
- Issue payment recommendations to County

EVENT CLOSE-OUT

Objective: Conclude data management elements

Key Staff Required: Project Manager, Data Manager, Billing Invoice Analyst, FEMA Reimbursement Specialists (as necessary)

Critical Path Items

- Prepare retainage release documentation
- Provide County with digitized documentation
- Respond to Requests for Additional Information from State and FEMA as requested

ESTIMATED TASK ORDER BUDGET

Wake County has outlined a debris removal scenario in its RFC that included the following unit quantities:

- Emergency debris clearance monitoring of fifteen contractor debris clearing crews for seven ten-hour days followed by
- Debris removal monitoring of 40 contractor debris removal crews based on an average load of 35 cubic yards per load and 10 loads per day
- Monitoring at four DMS locations
- Monitoring of 5,000 hazardous trees
- Monitoring of 15,000 hazardous limbs (one per tree)
- Monitoring of 800 hazardous stumps
- Clerical staff to support load ticket entry and management
- GIS support to document the physical progress of debris removal operations

Based on the scenario above, the our team developed a task order based budget estimate to provide the necessary level of resources to complete the defined scope of work. Our total estimated task order budget totals just over \$1.9 million dollars. Tables 8.1 through 8.4 on the following pages provide supporting details on proposed staffing load by program element (e.g., Emergency push, ROW collection, hazardous tree removal, etc.) We would like to point out that there are many variables that can impact the cost of debris monitoring operations however the costs presented herein are reasonable expectations of anticipated costs based on the assumptions provided by the County.

Table 8.2 - Emergency Push Monitoring
Wake County, NC
Cost Summary based on RFP Operational Scenario

PRODUCTION MODEL 8.2.1	
Crews	15
Days	7
Hours/Day	8

LABOR FORCE MODEL 8.2.2																
POSITION	POLICY	STATE OF NC												TOTAL		
		T	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Project Director	\$ 95.00	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0	0	0	0	0	14	14	\$ 1,410.00
Project Manager	\$ 79.50	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0	0	0	0	0	17.5	17.5	\$ 1,391.25
Logistics / Safety Manager	\$ 69.00	0.25	0.25	0.25	0.25	0.25	0.25	0	0	0	0	0	0	15	15	\$ 1,035.00
Operations Mgrs	\$ 59.00	4	4	4	4	4	4	4	0	0	0	0	0	28	280	\$ 16,520.00
Data / ADMS Manager	\$ 59.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0	0	0	0	0	17.5	17.5	\$ 1,032.50
Billing / Invoice Analyst	\$ 49.50	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.5	0.5	0.5	0.5	0.5	4.25	42.5	\$ 2,101.75
Field Supervisors / Truck Cert.	\$ 49.50	4	4	4	4	4	4	4	0	0	0	0	0	28	280	\$ 14,660.00
GIS Analyst	\$ 49.50	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0	0	0	0	0	3.5	35	\$ 1,717.50
Project Coordinator	\$ 34.50	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0	0	0	0	0	3.5	35	\$ 1,207.50
Collection Monitor	\$ 34.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$
Tower Monitor	\$ 34.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$
Scheduler / Expeditor	\$ 34.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$
Data Entry Clerk	\$ 32.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$
Total Emergency Push Staff		10.2	10.2	10.2	10.2	10.2	10.2	10.2	9.95	0.5	0.5	0.5	0.5			\$40,213
Total Daily Emergency Push Costs		\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,420	\$ 248	\$ 248	\$ 248	\$ 248	\$ 248		
Total Cumulative Push Costs		\$ 5,593	\$ 11,185	\$ 16,778	\$ 22,370	\$ 27,963	\$ 33,555	\$ 38,975	\$ 39,223	\$ 39,470	\$ 39,718	\$ 39,965	\$ 40,213			

PRODUCTION DESIGNER

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Table 8.4 - Hazardous Tree Monitoring
Wake County, NC
Cost Summary based on RFP Operational Scenario

[illegible]



HDR has no exceptions/deviations to the RFQ specifications

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Together, we make **great things possible.**

Our project management approach is built on trust, a clear definition of shared goals and the mutual understanding of the necessary steps to achieve those goals and exceed your expectations. We have assembled a team that is custom-fit to helping Wake County and its municipalities respond to and recover from a major debris generating event. Our team is bound together by a commitment to one another and to be a true partner to the Wake County community on this project and beyond.

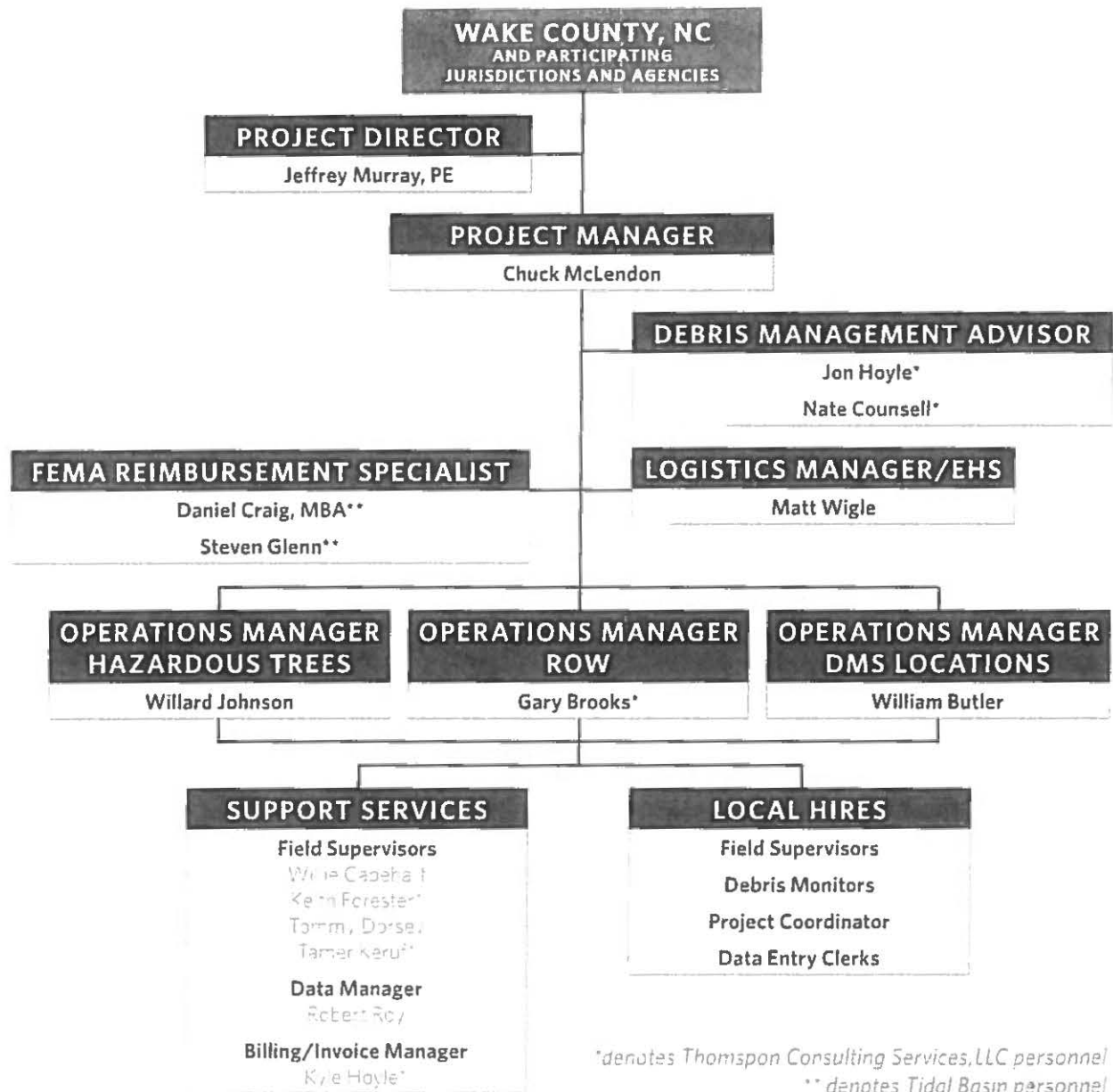
Project management is the strength of our team. Our proposed Project Director (Jeff Murray) and Project Manager (Chuck McLendon) are both highly respected professionals in the solid waste and disaster recovery industries. Jeff provides expert knowledge and contacts regarding North Carolina solid waste issues while Chuck is one of the leading debris management experts in the nation. Chuck also brings a more sophisticated program management-based approach to debris monitoring operations. Daily meetings will be held, minutes will be taken, goals will be set and progress towards achieving those goals will be measured. The debris management team will be held accountable for operational performance (cubic yards collected per day) and reimbursement objectives.

Our Team

Our greatest asset is our people.

For your project, we have customized a team of professional to provide critical expertise in debris monitoring operations and state and federal agency reimbursement along with the ability to leverage our local office location and firm resources to serve the broader group of municipalities in Wake County (where our staff live).

We have included an organization chart and a short introduction to each of our key team members on the following pages. Full resumes for our entire team can be provided upon request.



JEFFREY MURRAY, PE

Project Director | Industry Tenure: 18 years

Jeffrey Murray has worked with Wake County Solid Waste Department on a variety of projects since joining HDR in 2013. He is the project manager in support of the county's contracted operations of its 180 acre, 400,000 ton per year municipal solid waste landfill. Jeff's work includes disposal capacity evaluations, soil management planning, permit document reviews, construction inspection, and odor evaluations. He also managed a project that evaluated the feasibility of implementing a yard waste and food waste diversion program for the County and the design of significant improvements to one of the County's solid waste convenience sites. Jeff is currently managing the development of a Disaster Debris Management Plan for Wake County, Pennsylvania.

CHUCK MCLENDON

Project Manager | Industry Tenure: 24 years

Chuck McLendon first participated in emergency management projects after several of his solid waste clients in Florida were severely impacted by hurricane events in 2004/2005. All told, Chuck has worked on recovery efforts for Hurricanes Charley (2004), Frances (2004), Jeanne (2004), Ivan (2004), Dennis (2005), Wilma (2005), Katrina (2005), Gustav (2008), Ike (2008), Irene (2010), Isaac (2012), and Sandy (2012), the Deepwater Horizon Oil Spill; and numerous ice storm and tornado events. He has overseen more than \$2 billion in federal reimbursement associated with debris management. Over the past 11 years alone, Chuck has fielded debris monitoring teams totaling more than 5,000 staff (3,200 in the Houston area alone following Hurricane Ike). He offers a unique expertise in both

major infrastructure and debris management in times of critical need. His plans and training programs are considered industry standards. He has trained hundreds of state, county, and city staff on debris management protocols and best practices.

DANIEL CRAIG, MBA

FEMA Reimbursement Specialist | Industry Tenure: 20 years

Dan Craig served as Director of the Recovery Division for FEMA, part of the United States Department of Homeland Security. He was appointed by President Bush in 2003 and was responsible for overseeing the Federal government's recovery efforts on all Presidential declared events including the Space Shuttle Columbia crash, the wildfires of 2003, and the hurricanes of 2004 and 2005.

Before being the Director of the Recovery Division at FEMA, he was the Regional Director for the New England area (Region I), where he was responsible for all FEMA mitigation, preparedness, response and recovery, and training activities in the six-state New England region. Dan served on the Board of Directors of Beck Disaster Recovery (BDR) and formerly served on the Board of Directors for the Charter Oak Chapter of the Red Cross (Hartford, CT), and the Boston Federal Executive Board. He was formerly the Governor's representative to the American Red Cross' Board of Governors and on the Board of Advisors for Boston University's emergency management certificate program.

STEVEN GLENN

FEMA Reimbursement Specialist | Industry Tenure: 24 years

Steven Glenn has 24 years of experience managing large-scale disaster planning and response/recovery programs. He has trained local governments and private agencies in disaster planning, response, recovery and mitigation activities; coordinated local emergency planning committee activities; and trained, planned, conducted and evaluated large-scale disaster exercises.

As Infrastructure Branch Chief for FEMA Region IV, Steve oversaw the implementation of the Public Assistance Program for eight states totaling \$7.6 billion in federal disaster funding. He served as Recovery Chief and Disaster Recovery Manager for the 2004 Florida Hurricanes as well as Hurricane Katrina within the State of Mississippi. As the Deputy Chief of Operations for NCEMA, he managed \$250 million in FEMA grant programs and implemented the nation's first quality assurance program for the PA Program.

JON HOYLE

Debris Management Advisor | Industry Tenure: 12 years

Jon Hoyle has more than twelve years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration/program management throughout the United States. He has managed 65 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others. Jon has assisted clients throughout the U.S. including Houston, TX, Gulfport, MS, Tuscaloosa, AL and Virginia Beach, VA.

NATE COUNSELL

Debris Management Advisor | Industry Tenure: 12 years

Nate Counsell has managed more than 55 projects under contracts that total over \$1 billion in recovery efforts and required the mobilization of over 5,000 professional and field personnel. He has responded to a variety of other disasters on behalf of local and state government agencies in Louisiana, North Carolina, Virginia, New York, Florida, Alabama, Mississippi, South Carolina, and Texas.

MATT WIGLE

Logistics Manager/EHS | Industry Tenure: 25 years

Matt Wigle brings significant disaster recovery experience to the team having lead more than 20 major disaster recovery efforts throughout the US and US trust territories in the Pacific and Caribbean. He has recently served as a program manager in war zones and austere locations, working across all forms of infrastructure in complex political, logistic and funding environments. Matt will leverage this global experience to anticipate and support the project team's logistical needs to enable delivery of great services to Wake County in a manner compliant with reimbursement funding guidelines.

WILLARD JOHNSON

Operations Manager, Hazardous Trees | Industry Tenure: 25 years

Willard Johnson's experience was gained on several natural disaster management and prevention projects. He is an expert in the administration of engineering contracts, grant and loan programs, development of RFP and RFQ documents and as a liaison between local governments and State and Federal funding agencies. He is a federally trained disaster response officer involved in project coordination and also a trained emergency management instructor. Willard is an experienced debris assessment consultant with strong employee management, training and team development skills.

GARY BROOKS

Operations Manager, ROW | Industry Tenure: 10 years

Gary Brooks is retired from the United States Marine Corps and has more than ten years of debris management experience. In 2004, following Hurricane Ivan in Pensacola, he managed the monitoring operations at one of the largest debris management sites, Bronson Field, where over 5 million cubic yards of vegetative, construction and demolition debris was reduced and processed. Since then, Gary has served as the Project Manager or Operations Manager on a number of projects across the Country following hurricanes, ice storms and tornadoes. Most recently, he managed two large scale tree trimming and debris removal operations in South Carolina for SCDOT and Williamsburg County.

WILLIAM BUTLER

Operations Manager, DMS locations | Industry Tenure: 11 years

William Butler has multiple FEMA EMI certifications and extensive field supervisory/monitoring experience. He is an alternative housing installation specialist and has NRCS EWP program experience expertise in both wet and dry debris removal structure demolition and DMS decommissioning. William has worked on recovery efforts for Hurricane Irene (2011), Hurricane Ike (2008), Hurricane Katrina (2005), Hurricane Charley (2004) and various tornadoes, straight line wind and flooding events.

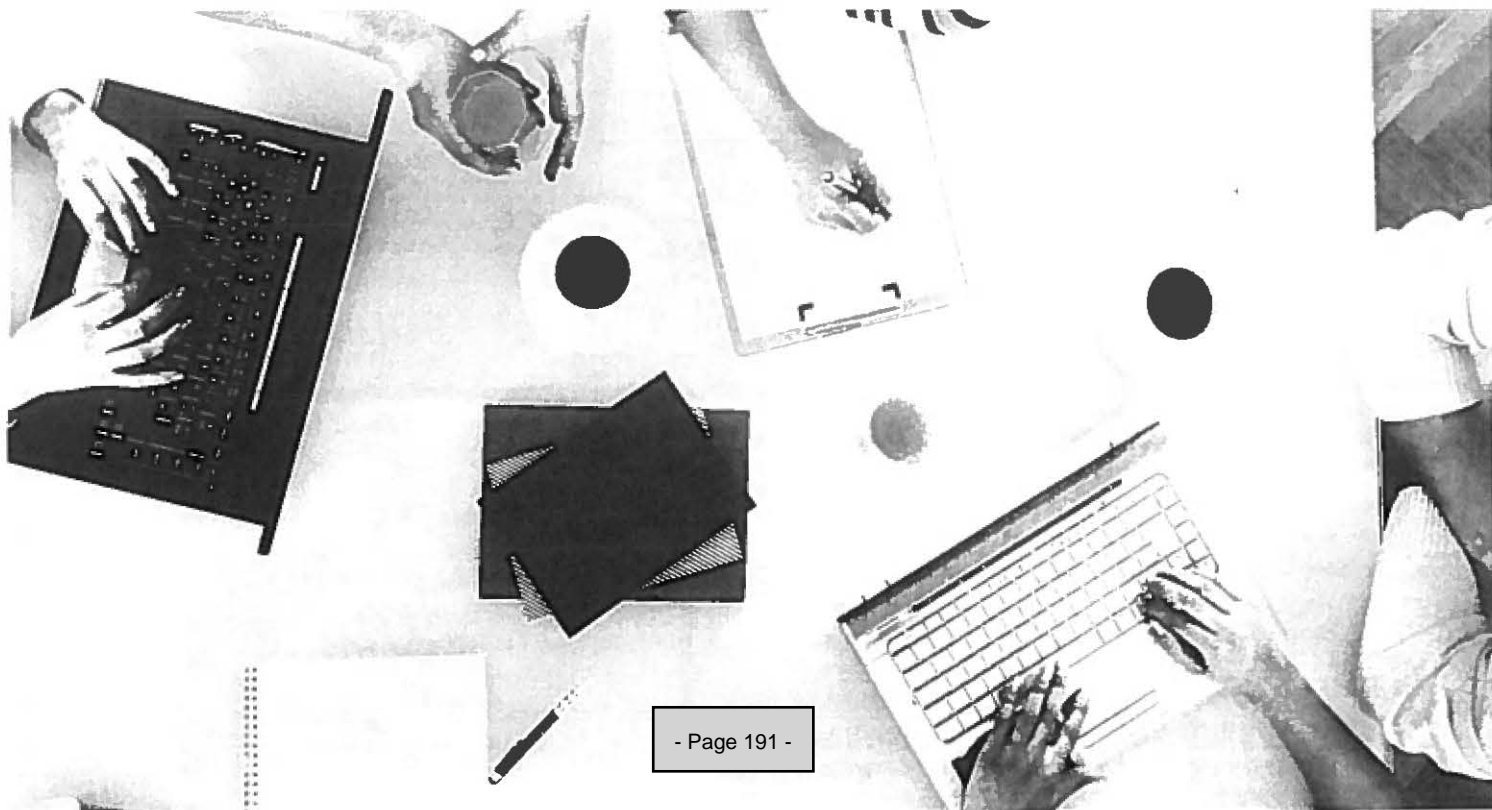
Capacity

We understand the importance of delivering on our promises and commitments.

Due to the nature of emergency response and unpredictability of when disasters will occur, providing professional services in the emergency management and debris monitoring market is challenging. At HDR, we take on the challenge of being able to respond to our clients in times of critical need by using a multi-tiered approach including:

1. Leveraging the horsepower of the 9,200 person nationwide network of HDR professionals
2. Retaining expert FTE emergency management staff with reasonable utilization goals so that they are not overly bogged down on project work when disasters strike
3. Strong partnering relationships with firms that we have worked with (such as TCS and Tidal Basin) and that we know that can deliver when called upon
4. Using a cadre of retired public works and emergency management professionals that understand the debris management business and are anxious to respond to emergency events

Utilizing the methodology above, we are certain of our ability to respond to Wake County and its municipal jurisdictions when we are truly needed most.



We recognize the importance of **adding value to our local community** by solving tough challenges and inspiring positive change.

Wake County is our ultimate priority. We are very selective in the emergency management related contracts that we take on and are generally limiting our pursuits to our core infrastructure clients. HDR has no active debris monitoring commitments in North Carolina, South Carolina or Virginia at this time. We do however provide our traditional transportation, water/wastewater, solid waste, and other infrastructure related services to dozens of clients in these states.

Our team lives here and works here. We recognize the importance of adding value to our local community by solving tough challenges and inspiring positive change. We have been providing services in North Carolina since 1948 and have built solid working relationships with the majority of state agencies. Through our local offices, we have a strong, local familiarity with a solid and in-depth understanding of the requirements and constraints involved in state projects.

HDR's Resources Group, which includes solid waste and power professionals, within the Carolinas region are currently providing engineering services to a number of municipal and county governments and private corporations in the South Atlantic. These existing contracts include the following clients:

- Wake County Solid Waste Department
- Wake County Facilities, Design & Construction
- City of Raleigh Solid Waste Services Department
- Orange County Solid Waste Division
- City of Greensboro Field Operations Department
- City of Winston/Salem Sanitation Division
- Rowan County Department of Environmental Management
- Gaston County Solid Waste Department
- Mecklenburg County Solid Waste Management Division
- City of High Point Public Services Department
- Greenville County, SC
- Charleston County, SC
- Three Rivers Solid Waste Authority, SC
- Horry County Solid Waste Authority, SC
- Roanoke Valley Resource Authority, VA
- Southeastern Public Service Authority, VA
- City of Newport News, VA
- Fairfax County, VA
- Charah, Inc.
- Duke Energy, Inc.
- Waste Management Inc. of Virginia



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We are committed to charging our clients competitive, market based rates. Understanding that significant variances between our rates and those of our competitors can result in federal reimbursement challenges for our clients, we do our best to carefully align our rate structures with the prevailing market. This section summarizes the hourly rates and fees that HDR proposes to charge Wake County in providing debris monitoring and ancillary services. The hourly rates presented in the tables below include all applicable overhead and profit. Project expenses, including travel and per diem, for essential personnel will be billed to the County at cost with no mark-up utilizing published cost schedules (e.g., GSA rates).

Disaster Debris Monitoring Services

HOURLY RATES + FEES FOR DEBRIS MONITORING SERVICES

Project Director	\$95.00
Project Manager	\$79.50
Logistics/Safety Manager	\$69.00
Operations Manager	\$59.00
Data/ADMS Manager	\$59.00
Billing/Invoice Analyst	\$49.50
Field Supervisor	\$49.50
GIS Analyst	\$49.50
Project Coordinator	\$34.50
Collection Monitor	\$34.50
Tower Monitor	\$34.50
Scheduler	\$34.50
Data Entry Clerk	\$32.50

Emergency and Debris Management Planning and Training Services

To the extent that Wake County request emergency management planning services beyond those required as part of the debris monitoring scope of work (e.g., annual training workshop) then such services would be billed to the County at the rates included in the table below. Please note that the hourly rates shown below for planning and training services are consistent with the rate schedule included in HDR's general solid waste management engineering services contract with the County.

HOURLY RATES FOR EMERGENCY + DEBRIS MANAGEMENT PLANNING + TRAINING SERVICES

Principal in Charge	\$ 210.00
Project Manager	\$ 170.00
Senior Engineer/Planner	\$ 160.00
Engineer/Planner	\$ 130.00
Associate Engineer/Planner	\$ 95.00
Administrative Assistant	\$ 75.00

FEMA Grant Management Consulting and Reimbursement Services

The scope of work for HDR's debris monitoring services includes contractor invoice reconciliation and basic assistance to the County in reconciling debris management costs. To the extent that the County would need to engage HDR's experienced grant management team for debris management or other reimbursement related matters, the hourly rates for our grant management professionals are included in the table below

HOURLY RATES FOR FEMA GRANT MANAGEMENT CONSULTING + REIMBURSEMENT SERVICES

Principal Grant Management Consultant	\$195.00
Senior Grant Management Consultant	\$145.00
Grant Management Consultant	\$120.00
Administrative Assistant	\$75.00

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (“Purchasing Agreement”) is entered into this ____ day of _____, 2020 (“Effective Date”), by and between the Town of Apex (“TOWN”), and HDR Engineering, Inc. of the Carolinas (“HDR”), each of which may be referred to individually as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Wake County, a political subdivision of the State of North Carolina, (“COUNTY”) issued a of Disaster Debris Monitoring Services Request For Qualifications (RFQ) #15-039 and HDR Engineering, Inc. of the Carolinas (HDR) submitted a response to the RFQ; and

WHEREAS, the COUNTY selected HDR as the COUNTY’s primary consultant to provide disaster debris monitoring and related services for the County; and

WHEREAS, the County and HDR entered into a Services Agreement for Disaster Debris Monitoring Services (“CONTRACT”) on July 27, 2015; and

WHEREAS, the CONTRACT was extended on July 13, 2020 through to June 30, 2021 (“EXTENSION”); and

WHEREAS, Wake County’s RFQ document specifically identified the potential need for other municipalities in Wake County to cooperatively purchase off of the COUNTY contract; and

WHEREAS, the Town has simultaneously approved a Cooperative Purchasing Agreement with the COUNTY, a copy of which is attached and incorporated herein as Exhibit A (“Wake County Cooperative Purchasing Agreement”); and

WHEREAS, the TOWN desires to purchase debris monitoring services from HDR pursuant to the Wake County Cooperative Purchasing Agreement.

NOW THEREFORE, the Parties agree to the following:

- 1) The above referenced recitals are incorporated herein, and made a part of this Purchasing Agreement.
- 2) The TOWN desires to engage HDR to provide Services, and HDR desires to provide such Services to the TOWN. Upon written request by the TOWN, HDR shall provide the TOWN with Services in accordance with the terms and conditions of the CONTRACT and the EXTENSION, such that the TOWN is effectively being substituted for the COUNTY in the CONTRACT terms and conditions.
- 3) The TOWN shall pay HDR for the Services in accordance with Section I (Services) and Section III (Payment) of the CONTRACT.

IN WITNESS WHEREOF, this Purchasing Agreement shall be effective as of the Effective Date first written above and shall be provided until July 31, 2021.

Town of Apex, North Carolina

HDR Engineering, Inc. of the Carolinas

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Attest:

Donna Hosch, Town Clerk

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

Finance Director

EXHIBIT A
Wake County Cooperative Purchasing Agreement

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: August 18, 2020

Item Details

Presenter(s): Steve Adams

Department(s): Administration

Requested Motion

Motion to approve contract between the Town and Halle Properties to trade a Town owned property at Old Mill village for a Halle owned property on Hunter Street

Approval Recommended?

Yes

Item Details

As a part of the ongoing effort to improve our Parks an agreement has been drafted to trade a parcel of Town owned property in Old Mill Village for a parcel on Hunter Street adjacent to the Hunter Street Park. This is to be an even exchange. Acquiring this parcel on Hunter Street will allow improvements and expansion of the park and cause the removal of an abandoned house and related structures. As a conclusion to these discussions the attached contract and exhibit maps have been developed to facilitate the transaction.

Attachments

- Contract for land swap between Jordan Oil and the Town of Apex
- Exhibit A of the contract Town Property
- Exhibit B of the contract Halle Property
- Exhibit C Map with both properties



NORTH CAROLINA

LAND EXCHANGE AGREEMENT

WAKE COUNTY

THIS LAND EXCHANGE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2020, by and between North Carolina II LP (“**NC II**”) and the Town of Apex (“**Town**”).

WITNESSETH:

WHEREAS, Section 160A-271 of the North Carolina General Statutes expressly provides that a city may exchange any real property belonging to the city for other real property by private negotiations if the city receives full and fair consideration in exchange for its property; and

WHEREAS, NC II and the Town desire to exchange with each other certain tracts of real property of like value.

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

Section 1. Land Exchange.

(a) The Town is the owner of a certain tract of land comprising 1.441 acres located in the County of Wake, State of North Carolina, which is designated as PIN #0742-71-4334 by the Wake County Revenue Department, and is more particularly described in the deed recorded in Deed Book 16213, Page 1421, and as “Lot 5” as shown in “Recombination & Major Subdivision Final Plat Old Mill Village Lot 3 – Phase 1 for Apex First Development Co, LLC,” recorded in Book of Maps 2007, Page 2390-2391, Wake County Registry. The entire tract shall be known as the Town Tract.

(b) NC II is the owner of a certain tract of land comprising 1.722 acres located in the County of Wake, State of North Carolina, which is designated as PIN #0742-53-2930 by the Wake County Revenue Department, and is more particularly described in the deed recorded in Deed Book 12626, Page 0412 and as “Lot 7” as shown in “Major Subdivision Final Plat The Villages of Apex South Village – Phase 1 Lot 3 and Lot 4, Lot 5, Lot 6 and Lot 7,” recorded in Book of Maps 2009, Page 05, Wake County Registry. The entire tract shall be known as the NC II Tract.

(c) Subject to the terms and conditions of this Agreement, NC II agrees to exchange the NC II Tract for the Town Tract and the Town agrees to exchange the Town Tract for the NC II Tract (the “**Exchange**”). The consideration provided by each party to the other shall be the simultaneous conveyance of the NC II Tract by NC II to the Town and the conveyance of the Town Tract by the Town to NC II.

Section 2. Commissions; Agency.

Neither party shall be responsible for payment of any commission payable to a broker or agent arising out of this transaction except as specifically retained and agreed by that party, and each party agrees to otherwise indemnify the other, non-retaining, party from liability for any such commission.

Section 3. Cooperation.

Each party agrees to take such action and execute such documents as are reasonably necessary to enable the other party to use the property it acquires under this agreement for the use intended by the acquiring party.

Section 4. Environmental.

Each party warrants that, to the best of that party's knowledge, the property being conveyed by that party is free of underground storage tanks, pollution, contamination, hazardous materials, toxic wastes, asbestos, and products containing same, and is in compliance with all environmental regulations. Each party shall, upon signing this contract, furnish the other party with any available environmental reports or audits pertaining to the property being conveyed by that party.

Section 5. Property Condition.

Except as specifically set forth above, neither party warrants the physical condition of the property being conveyed by that party or any improvements thereon, and each tract is conveyed "as-is" as to physical condition.

Section 6. Closing.

The closing (the "**Closing**") of the Exchange shall occur no later than _____, 2020 (the "**Closing Date**"), at a location designated by the Town. At Closing, the following shall occur:

(a) Each party shall deliver to the other party the items set forth below, to the reasonable satisfaction of each party's counsel:

(i) A General Warranty Deed (the "**Deed**") fully and duly executed and acknowledged by the party, that conveys to the other party the tract as provided in Section 1. Each party agrees to pay at Closing the cost of the excise tax if any due and payable in connection with recording the General Warranty Deed from it to the other party and to pay at Closing the cost of recording the General Warranty Deed to it from the other party;

(ii) Each party shall provide the other with an affidavit (the "**Title Affidavit**") stating that there are no unpaid debts for work performed on or materials provided to that

party's tract as of the Closing Date;

(iii) Each party shall provide the other with a certificate (the "**FIRPTA Certificate**") executed and sworn to by it that it is not a "foreign person" as defined under Section 1445 of the Internal Revenue Code;

(b) Each party shall pay for the cost of the title insurance policy (if any) obtained by it for the tract to be conveyed to it. Each party shall pay its own costs and expenses incurred in connection with this Agreement, including its respective attorneys' fees and any other expenses specifically allocated hereunder.

(c) Each party shall pay the real estate taxes due on its own tract that it is conveying to the other party, or will be due in the year at closing. Each party shall be responsible for any special assessments which are owing or due on its property as of the Closing Date. The provisions of this Section shall survive the Closing.

Section 7. Title.

(a) At Closing, each party shall deliver to the other the Deed, subject to Acceptable Encumbrances (as defined below), conveying to the other, an indefeasible, fee simple, marketable title to the Property, insurable at regular rates by a reputable title insurance company of Purchaser's choice (the "**Title Company**").

(b) Within **ten (10) days** after the Execution Date of this Agreement, each party agrees to deliver to the other copies of all relevant title information and title policies in possession of, or reasonably available to it.

(c) As a condition to being obligated to close, each party shall be able to obtain a commitment for a policy of title insurance insuring title to the property it will receive at standard rates from the Title Company, subject only to the following (collectively the "**Acceptable Encumbrances**"):

(i) Real property taxes for the year in which the sale and purchase shall be closed.

(ii) Any other exceptions that specifically approved in writing.

(d) Acceptable Encumbrances are limited to the following: any easements to the Town of Apex.

(e) Each party shall have until fifteen (15) days before the Closing Date within which to cause the title to the Property to be examined and then to notify the other party of any objections thereto that render title other than good, marketable and insurable. If a party so notifies the other party and the other party does not cure the title defect within **ten (10) days** of the mailing of the Notice, then notifying party shall have the right to terminate this contract by written Notice to the other party.

Section 8. Further Warranties.

The parties respectively make the following representations to each other. Such representations also shall be deemed made as of the Closing.

(a) Each party has the full right, power, and authority to execute, deliver, and perform this Agreement.

(b) There are no unpaid bills for labor or materials related to the tracts. There are no taxes, charges or assessments that would constitute a lien against the tracts that are unpaid other than ad valorem taxes for the current year now due and payable.

(c) Each party has complied with all applicable laws, ordinances, regulations, and restrictions relating to its tracts.

Section 9. Notices.

Any notice required under this Agreement shall be in writing and shall be delivered in person, by certified mail, return receipt requested, or by a nationally recognized overnight delivery service. Notices shall be effective as of the time of delivery. Notices shall be addressed as follows:

To NC II: _____

To Town: Drew Havens, Town Manager, Town of Apex, P.O. Box 250, Apex, NC,
27502

Either party may, at any time, and from time to time, designate in writing a substitute address by giving notice to the other party.

Section 10. Further Assurances.

Each of the parties hereto agrees to perform, execute, acknowledge and deliver and cause to be performed, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement. Without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 11. Other Terms or Conditions.

This Agreement is the entire agreement between NC II and the Town concerning the properties and no modification hereof is effective unless it be in writing and signed by the parties. This Agreement shall be binding and inure to the benefit of NC II and the Town, their heirs, legal representatives, successors and assigns.

EXECUTED the date and year noted beside the respective signatures.

North Carolina II, LP

By: _____

NORTH CAROLINA
_____ COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 2020.

[Signature of Notary]

[Print of Type Notary Name]

My Commission Expires: _____

Town of Apex

(Corporate Seal)

Jacques K. Gilbert, Mayor

ATTEST:

Donna B. Hosch, Town Clerk

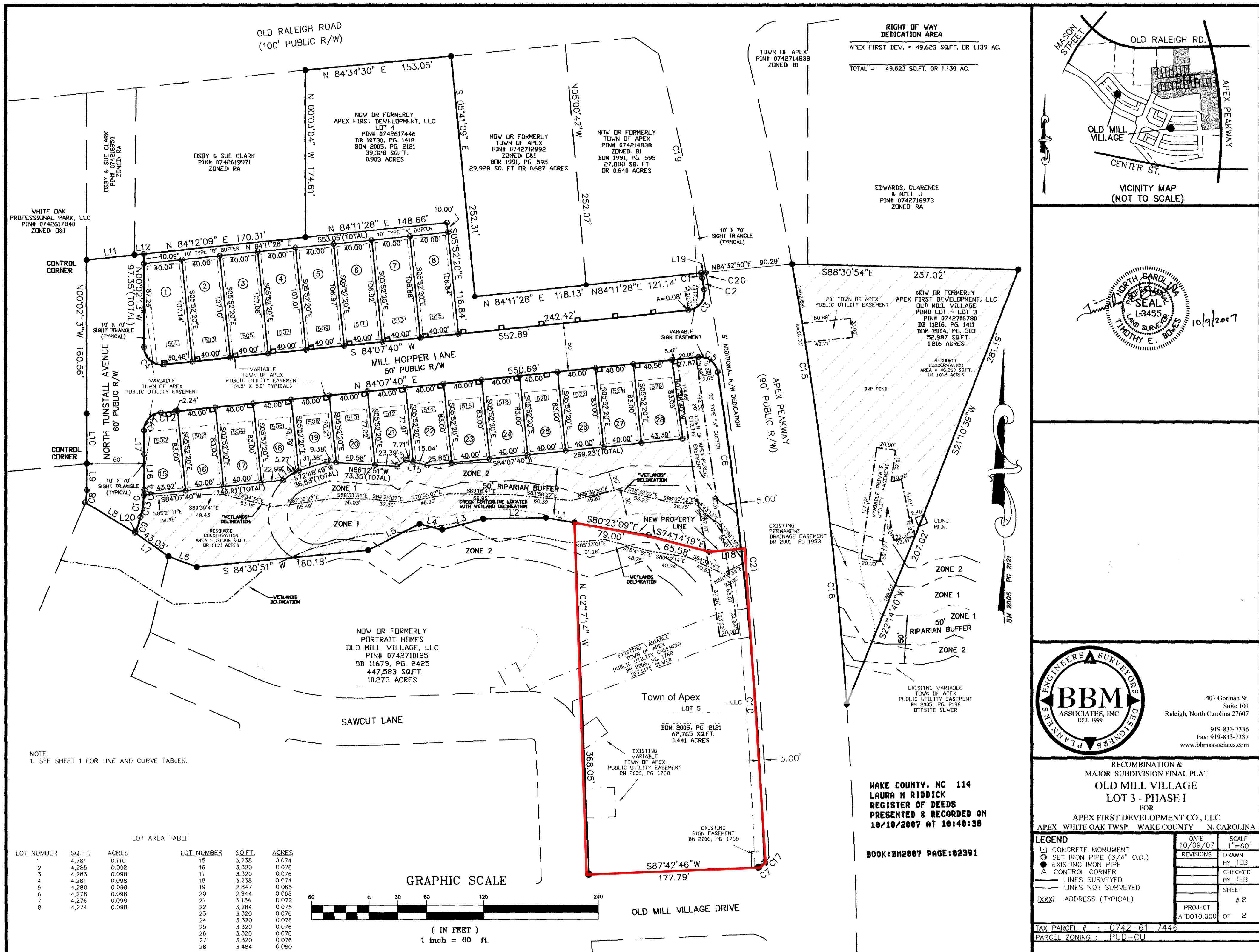
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, 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 Mayor, sealed with its corporate seal and attested by her as its Town Clerk. Witness my hand and official stamp or seal, this the ____ day of _____, 2020.

[Notary Signature]

_____, Notary Public
[Print or Type Notary Name]

My Commission Expires: _____





PIN: 0742532930
 PIN Ext: 000
 Real Estate ID: 0374005
 Map Name: 0742 15
 Owner: NC II LP LTD PTNRSP
 Mail Address 1: THE HALLE COMPANIES
 Mail Address 2: 2900 LINDEN LN STE 300
 Mail Address 3: SILVER SPRING MD 20910-1265
 Deed Book: 012626
 Deed Page: 00412
 Deed Acres: 1.72
 Deed Date: 6/28/2007
 Building Value: \$0
 Land Value: \$620,362
 Total Value: \$620,362
 Biling Class: Business
 Description: LO7 THE VILLAGES OF APEX
 SOUTH VILLAGE PH1 BM2008 -02088
 Heated Area:
 Street Name: AMBERGATE STA
 Site Address: 1200 AMBERGATE STA
 City: APEX
 Planning Jursidiction: AP
 Township: White Oak
 Year Built:
 Sale Price: \$0
 Sale Date:
 Use Type:



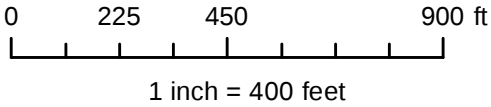
0 105 210 420 ft
 1 inch = 200 feet

Disclaimer

*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.*



Old Mill property swap



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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 18, 2020

Item Details

Presenter(s): Liz Loftin, Senior Planner

Department(s): Planning and Community Development Department

Requested Motion

Public Hearing and possible motion to approve Rezoning Application #20CZ06 204 & 206 Lynch Street. The applicant, Trinity Henderson, seeks to rezone approximately ±0.45 acres for the properties located at 204 & 206 Lynch Street, from High Density Single Family (HDSF) to High Density Single Family-Conditional Zoning (HDSF-CZ).

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board held a Public Hearing on August 10, 2020 and unanimously recommended approval.

Item Details

The following PINs are included in this rezoning: 0741283934 & 0741282977

Attachments

- Staff Report
- Vicinity Map
- Application



STAFF REPORT

Rezoning #20CZ06 204 & 206 Lynch Street

August 18, 2020 Town Council Meeting



All property owners and neighborhood associations within three hundred (300) feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 204 & 206 Lynch Street
Applicant: Trinity Henderson
Owners: Orchid Homes LLC and 206 Lynch Street Trust

PROJECT DESCRIPTION:

Acreage: ± 0.45 acre
PINs: 0741283934 & 0741282977
Current Zoning: High Density Single Family (HDSF)/ Small Town Character Overlay District
Proposed Zoning: High Density Single Family-Conditional Zoning (HDSF-CZ)/ Small Town Character Overlay District
2045 Land Use Map: Medium Density Residential
Town Limits: Inside Town Limits

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	High Density Single-Family (HDSF)	Single-Family
South:	High Density Single-Family (HDSF)	Lynch Street; Single-Family
East:	High Density Single-Family (HDSF)	Single-Family
West:	High Density Single-Family (HDSF)	Single-Family

EXISTING CONDITIONS:

The properties to be rezoned are located midblock on the north side of Lynch Street between First and Second Streets. Both properties currently have one single-family home on them. The house at 204 Lynch Street currently encroaches onto 206 Lynch Street.

NEIGHBORHOOD MEETING:

The applicant conducted neighborhood meetings on February 20, 2020 and on June 30, 2020. The neighborhood meeting reports are attached.

2045 LAND USE MAP:

The 2045 Land Use Map classifies the subject property as Medium Density Residential. The proposed rezoning to High Density Single Family-Conditional Zoning (HDSF-CZ) is generally consistent with that land use classification.

STAFF REPORT

Rezoning #20CZ06 204 & 206 Lynch Street

August 18, 2020 Town Council Meeting



PROPOSED ZONING CONDITIONS:

Limitation of Uses:

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

1. Accessory Apartment
2. Single Family
3. Utility, minor

204 Lynch Street Conditions:

1. The minimum setback from the western property line shall be 3 feet.

206 Lynch Street Conditions:

1. The minimum lot width shall be 50 feet.
2. The minimum setback from the eastern property line shall be 8 feet.
3. The minimum setback from the western property line shall be 4 feet.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of Rezoning #20CZ06 (206 & 204 Lynch Street) as proposed by the applicant.

PLANNING BOARD RECOMMENDATION:

The Planning Board heard this item at their August 10, 2020 meeting and unanimously recommended approval of the rezoning with the conditions proposed by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:

This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

Approval of the rezoning is reasonable because the proposed High Density Single Family-Conditional Zoning (HDSF-CZ) district is generally consistent with land use classification on the 2045 Land Use Map.

The proposed rezoning is reasonable and in the public interest because it will allow for the shared property line to be shifted west in order to remedy the encroachment of the house located at 204 Lynch Street that currently exists on 206 Lynch Street. This will allow the property owner of 204 Lynch Street to make improvements to the home.

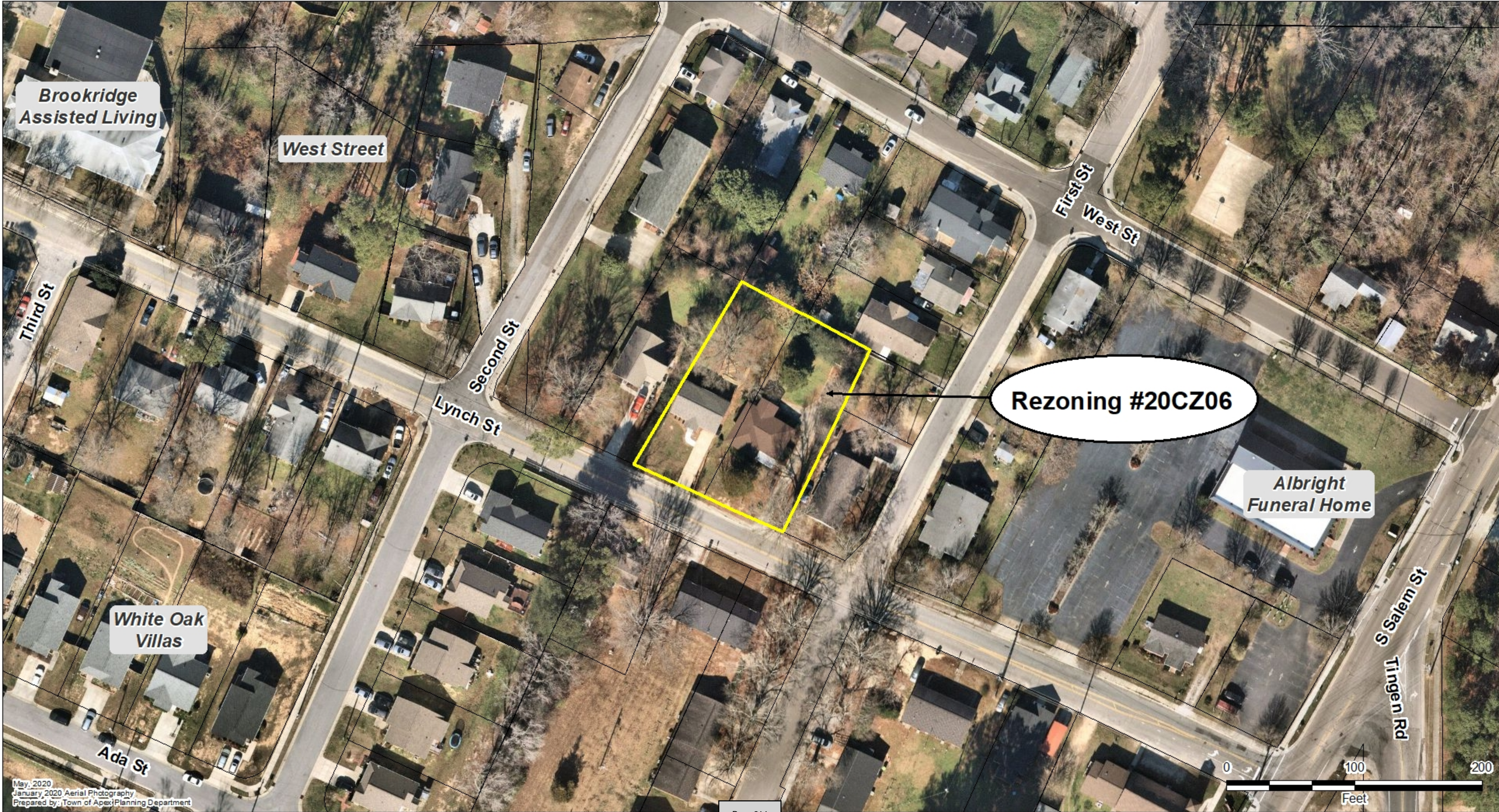
CONDITIONAL ZONING STANDARDS:

The Town Council shall find the High Density Single Family-Conditional Zoning (HDSF-CZ) designation demonstrates compliance with the following standards. Sec. 2.3.3.F:

***Legislative Considerations***

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

- 1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.
- 2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.
- 3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.
- 4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
- 5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.
- 6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
- 7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
- 8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
- 9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
- 10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.



PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

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

Application #: #20CZ06 Submittal Date: May 1, 2020
2045 LUM Amendment: N/A Fee Paid: \$900 paid

Project Information

Project Name: 204 and 206 Lynch Street

Address(es): 204 and 206 Lynch Street

PIN(s): 0741283934 & 0741282977

Current Zoning: High Density Single Family (HDSF)/ Small Town Character Overlay District
Proposed Zoning: High Density Single Family-Conditional Zoning (HDSF-CZ)/ Small Town Character Overlay District
Acreage: ± .45 acre

Current 2045 LUM Designation: Medium Density Residential

Proposed 2045 LUM Designation:

See next page for LUM Amendment.

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

Area classified as mixed use: Acreage: _____

Area proposed as non-residential development: Acreage: _____

Percent of mixed use area proposed as non-residential: Percent: _____

Applicant Information

Name: Trinity Henderson

Address: 132 Partlo Street

City: Garner State: NC Zip: 27539

Phone: 919-229-8840 E-mail: thenderson@hendersonwall.com

Owner Information

Name: Orchid Homes LLC/ 206 Lynch Street Trust

Address: 132 Partlo Street

City: Garner State: NC Zip: 27539

Phone: 919-229-8840 E-mail: thenderson@hendersonwall.com

Agent Information

Name: Trinity Henderson

Address: 132 Partlo Street

City: Garner State: NC Zip: 27539

Phone: 919-229-8840 E-mail: thenderson@hendersonwall.com

Other contacts: _____

PETITION TO AMEND THE OFFICIAL ZONING MAP & 2045 LAND USE MAP

Application #: # 20CZ06 Submittal Date: 5-1-20

2045 LAND USE MAP AMENDMENT (IF APPLICABLE)

The applicant does hereby respectfully request the Town Council amend the 2045 Land Use Map. In support of this request, the following facts are shown:

The area sought to be amended on the 2045 Land Use Map is located at:

Current 2045 Land Use Classification: _____

Proposed 2045 Land Use Classification: _____

What condition(s) justifies the passage of the amendment to the 2045 Land Use Map? Discuss the existing use classifications of the subject area in addition to the adjacent land use classifications. Use additional pages as needed.

PETITION INFORMATION

Application #:

#20CZ06

Submittal Date:

5-1-2020

An application has been duly filed requesting that the property described in this application be rezoned from HDSF to HDSF-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance. It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval. Use additional pages as needed.

PROPOSED USES:

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

1	<u>Single Family</u>	21	<u></u>
2	<u>Accessory Apartment</u>	22	<u></u>
3	<u>Utility, minor</u>	23	<u></u>
4	<u></u>	24	<u></u>
5	<u></u>	25	<u></u>
6	<u></u>	26	<u></u>
7	<u></u>	27	<u></u>
8	<u></u>	28	<u></u>
9	<u></u>	29	<u></u>
10	<u></u>	30	<u></u>
11	<u></u>	31	<u></u>
12	<u></u>	32	<u></u>
13	<u></u>	33	<u></u>
14	<u></u>	34	<u></u>
15	<u></u>	35	<u></u>
16	<u></u>	36	<u></u>
17	<u></u>	37	<u></u>
18	<u></u>	38	<u></u>
19	<u></u>	39	<u></u>
20	<u></u>	40	<u></u>

PETITION INFORMATION

Application #:

#20CZ06

Submittal Date:

5-1-2020

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

204 Lynch Street Conditions:

1. The minimum setback from the western property line shall be 3 feet.

206 Lynch Street Conditions:

1. The minimum lot width shall be 50 feet.
2. The minimum setback from the eastern property line shall be 8 feet.
3. The minimum setback from the western property line shall be 4 feet.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

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

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map. There is no proposed change in to the Land Use Map.

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

The property will continue to be single family residence, no change in use.

PETITION INFORMATION

Application #:

20CZ 06

Submittal Date:

5-1-20

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

The property will continue to be use for single family residence, no change in use.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The property will continue to be use for single family residence, no change in use.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The property will continue to be use for single family residence, no change in use.

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

The property will continue to be use for single family residence, no change in use.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The property will continue to be use for single family residence, no change in use.

PETITION INFORMATION

Application #: #20CZ06 Submittal Date: 5-1-20

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

The property will continue to be use for single family residence, no change in use.

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

The property will continue to be use for single family residence, no change in use.

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

The property will continue to be use for single family residence, no change in use.

CERTIFIED LIST OF NEIGHBORING PROPERTY OWNERS

Application #: #20C206

Submittal Date: 5-1-20

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

	Owner's Name	PIN
1.	See Attached	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

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

Date: 3/1/2020

By: [Signature]

COUNTY OF WAKE STATE OF NORTH CAROLINA

Sworn and subscribed before me, Rosa L Hernandez Aburto a Notary Public for the above State and County, on this the 20 day of April, 2020.

Rosa L Hernandez Aburto
Notary Public
Rosa L Hernandez Aburto
Print Name

SEAL



My Commission Expires: 05/27/2024

PIN_NUM	OWNER	ADDR1	ADDR2	ADDR3
0741292430	CROSS, JOSEPHINE KELLY	PO BOX 24	APEX NC 27502-0024	
0741290238	ELCHANINOV, MIKHAIL ELCHANINOVA, NATALIA	401 WEST ST	APEX NC 27502-2060	
0741188984	RIVERA-PENA, LINDA PENA-MEJIA, GUADALUPE	5217 PENRITH DR APT I	DURHAM NC 27713-1722	
0741282977	206 LYNCH STREET TRUST	206 LYNCH ST	APEX NC 27502-2026	
0741292272	ACEVEDO, MIGDALIA CRUZADO, LUIS	501 2ND ST	APEX NC 27502-2047	
0741189899	AKHTAR, AFAQUE AKHTAR, MARIA AFAQUE	409 WAKE CHAPEL RD	FUQUAY VARINA NC 27526-1956	
0741297107	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
0741296138	APEX TOWN OF	PO BOX 250	APEX NC 27502-0250	
0741189735	BASWETI, YABESH N BASWETI, JANE N	300 ADA ST	APEX NC 27502-3001	
0741294151	BELLO, ROEL S BELLO, LIANNA N	1102 CHURCHWOOD DR	APEX NC 27502-3983	
0741189932	BOYD, DAVID J TRUSTEE BOYD, PATRICIA A TRUSTEE	869 HALSTEAD TER	THE VILLAGES FL 32162-6664	
0741292008	BROWN, FLOYA COTTEN	PO BOX 1514	APEX NC 27502-3514	
0741284866	BULLOCK, THOMAS	108 LYNCH ST	APEX NC 27502-2024	
0741295250	CARMONA, MARIA DEL ROCIO PEREZ	200 WEST ST	APEX NC 27502-2057	
0741294036	CHATMAN, PAULETTE R	30 TINC RD	FLANDERS NJ 07836-9610	
0741292366	CHO, RICHARD CHO, MERRIDITH	6015 N FRANCISCO AVE	CHICAGO IL 60659-2507	
0741295234	COPE, ALEXANDER G. COPE, PAIGE	832 CHARLOTTE AVE	ROCK HILL SC 29730-3608	
0741294265	DANIEL REAL ESTATE HOLDINGS LLC	311 LYNCH ST	APEX NC 27502-2027	
0741294209	DANIEL REAL ESTATE HOLDINGS LLC	311 LYNCH ST	APEX NC 27502-2027	
0741290181	DECHIR, NABIL MEZIANI, AMIRA	508 2ND ST	APEX NC 27502-2062	
0741280750	GHANDOUR, HASSANE ELMETOUY, ATIKA	607 2ND ST	APEX NC 27502-1241	
0741285576	GILBERT, BETTY LOU	PO BOX 815	APEX NC 27502-0815	
0741291239	GILBERT, LILLIE LYON	810 NAPLETON CIR	APEX NC 27502-1392	
0741282929	GLOVER-SMITH, CYNTHIA A SMITH, STEVEN T	208 LYNCH ST	APEX NC 27502-2026	
0741281918	HABITAT FOR HUMANITY OF WAKE COUNTY	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235	
0741291283	HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235	
0741188777	HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235	
0741283681	HOUSING AUTH COUNTY OF WAKE	PO BOX 368	ZEBULON NC 27597-0368	
0741282640	HOUSING AUTH COUNTY OF WAKE	PO BOX 399	ZEBULON NC 27597-0399	
0741282793	HOUSING AUTH COUNTY OF WAKE	PO BOX 399	ZEBULON NC 27597-0399	
0741281688	HOUSING AUTH COUNTY OF WAKE	PO BOX 399	ZEBULON NC 27597-0399	
0741295052	HUGHES, MAUREEN	113 WEST ST	APEX NC 27502-2054	
0741291108	JIBRI, NAJMA M AHMED, MOHAMED A	506 2ND ST	APEX NC 27502-2062	
0741290054	KADLAC, SHANE KADLAC, KELLI	300 LYNCH ST	APEX NC 27502-2028	
0741199172	KARIUKI, VERONICA W	304 LYNCH ST	APEX NC 27502-2028	
0741293103	LEE, ALICE BECKWITH	209 WEST ST	APEX NC 27502-2056	
0741282801	LIVERPOOL, LUDWIG	301 MILKY WAY DR	APEX NC 27502-6580	
0741293151	MANGUM, RICKY E MANGUM, PAMELA C	1118 JONES FRANKLIN RD	RALEIGH NC 27606-3311	
0741294012	MCCLAIN, NELLIE B FORT	518 1ST ST	APEX NC 27502-2018	
0741286738	MCCLAMB, WALTER J	PO BOX 243	APEX NC 27502-0243	
0741286941	MCCLAMB, WALTER J	PO BOX 243	APEX NC 27502-0243	
0741284916	MCPHAIL, BILLY N	1924 EDWIN DR	RALEIGH NC 27610-5038	
0741297165	MORING, MARIAN M	804 E LANE ST	RALEIGH NC 27601-1232	
0741280776	NGOMA, INNOCENT D	605 2ND ST	APEX NC 27502-1241	
0741281801	NOZA, DAWIT F DISSE, SEBLIE B	603 2ND ST	APEX NC 27502-1241	
0741283934	ORCHID HOMES LLC	PO BOX 23	MORRISVILLE NC 27560-0023	
0741283889	QUINONES, SANDRA D	3820 VINCA ST	SUMTER SC 29154-1741	
0741280635	RUIZ, SONIA LOPEZ	609 2ND ST	APEX NC 27502-1241	
0741291157	SCOTT, WILLIE HENRY UTLEY, BEVERLY JEAN	C/O ALESIA MCLEAN	PO BOX 13	APEX NC 27502-0013
0741286626	ST MARYS AFRICAN METHODIST	600 S SALEM ST	APEX NC 27502-2042	
0741284555	TAYLOR, SEAN M TAYLOR, KIM C	105 LYNCH ST	APEX NC 27502-2023	
0741293332	WIGGINS, LUCILLE WIGGINS, JEROME	210 WEST ST	APEX NC 27502-2057	
0741281827	YEMANE, SABA	601 2ND ST	APEX NC 27502-1241	
0741284336	BLACKMAN, LORI ABRAHAM, DEBRA	616 S SALEM ST	APEX NC 27502-2042	
0741289223	HARRELL, WILLIAM BRIAN HARRELL, ELEANOR MAE	307 HUNTER ST	APEX NC 27502-1317	
0741380300	HARRIS, NELLIE C CANNADY, TERESA	725 E 155TH CT	PHOENIX IL 60426-2638	
0741289406	HOLLAND, UVA RICHARDSON HEIRS	370 M T HOLLAND RD	APEX NC 27523-5704	
0741285168	IOM DEVELOPERS, INC.	466 STANCIL RD	ANGIER NC 27501-8342	
0741289111	JONES, LOVELACE L	7909 SMITH RD	APEX NC 27539-9507	
0741282227	SALEM CREEK TOWNHOMES RESIDENTIAL OWNERS AS	CHARLESTON MGT CORP	PO BOX 97243	RALEIGH NC 27624-7243
0741284467	SMITH, BEVERLY WILLIS, VERDA	1383 EXETER ST	NORTH BALDWIN NY 11510-1306	
0741285435	TAYLOR, PAUL L TAYLOR, JAMES O	3283 FLORIDA DR	FAYETTEVILLE NC 28301-3363	
0741272284	WAKE COUNTY BOARD OF EDUCATION	RE SERVICE	1551 ROCK QUARRY RD	RALEIGH NC 27610-4145
0741289549	WISDOM MASONIC LODGE	PO BOX 102	APEX NC 27502-1025	

AGENT AUTHORIZATION FORM

Application #: _____

Submittal Date: _____

Orchid Homes LLC

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

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

- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: _____

204 Lynch Street, Apex, NC 27502

The agent for this project is: _____

Henderson Law (Trinity Henderson)

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

Agent Name: _____

Trinity Henderson

Address: _____

132 Paolo Street

Telephone Number: _____

919-229-8840

E-Mail Address: _____

thenderson@hendersonwall.com

Signature(s) of Owner(s)* _____

Orchid Homes LLC / Tyler Nardi

Type or print name

04/13/20

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #:

Submittal Date:

The undersigned, Orchid Homes, LLC (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 204 Lynch St Apex NC 27502 and legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 3/5/08, and recorded in the Wake County Register of Deeds Office on 3/5/08, in Book 12987 Page 2038.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 3/5/08, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 3/5/08, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 3rd day of June, 2020.

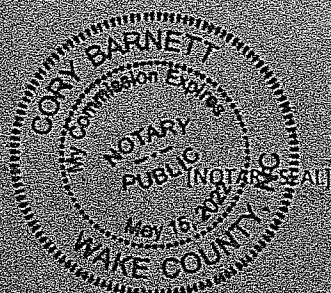
(seal)

Tujar Nagdi / Orchid Homes LLC

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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



[Signature]
Notary Public
State of North Carolina
My Commission Expires: May 15, 2022

204 Lynch St
Legal

BK012987PG02038

WAKE COUNTY, NC 189
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/05/2008 AT 12:36:02

BOOK:012987 PAGE:02038 - 02041

Excise tax: \$-0-

Tax Account No: 64178, 70429 & 288635

This instrument was prepared by: Donald W. Grimes, 903 Kildaire Farm Road, Cary, NC 27511

Return to: Donald W. Grimes, Attorney At Law (74)

Brief Description for the Index: 3 Tracts

NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this 5th day of March, 2008 by and between:

GRANTOR

Jujar A. Nagdi,
Unmarried

GRANTEE

Orchid Homes, L.L.C.,
a North Carolina limited liability company
Mailing address:
306 Beech Street
Cary, NC 27513

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain lot or parcel of land situated in Wake County, North Carolina and more particularly described as follows:

BEING all of Tracts 1, 2 and 3 as described on attached *Exhibit A*

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 12676, page 552 and Book 12771, page 2218, Wake County Registry.

BK012987PG02039

A map showing the above described property is recorded in Map Book , Page , and referenced within this instrument.

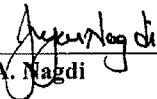
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to Grantee in fee simple.

And Grantor covenants with Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

2008 ad valorem property taxes, not yet due;
Restrictive covenants of record, if any; and
Rights of way and easements of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

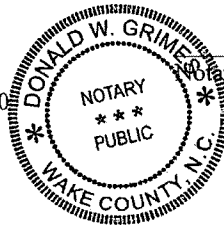
 (SEAL)
Jujar A. Nagdi

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Donald W. Grimes, a Notary Public of the aforesaid County and State, certify that **Jujar A. Nagdi** Grantor(s), personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 5 day of March, 2008.

My commission expires: 10/9/2010




 Notary Public

Exhibit "A"
LEGAL DESCRIPTION

Tract 1:

BEING all of **Lot 140, Worthdale, Section 3**, as shown on plat recorded in Book of Maps 1967, page 50, Wake County Register of Deeds.

Tract 2:

BEING all of **Lot 136, Chastain, Phase 5**, as shown on plat recorded in Book of Maps 2001, page 1129, Wake County Register of Deeds.

Tract 3:

BEGINNING at a stake on the North side of Lynch Street, a corner for T.L. Forney, runs thence with the line of T.L. Forney in a Northernly direction 150 feet to a stake in the line of Tom Fuller's thence with said Fullers line in a easterly direction 60 feet to a stake, a corner for Joe Foggs, thence with said Fogg a line in a southernly direction 150 feet to a stake on the North side of said Lynch Street; thence parallel with Lynch Street in a Westernly direction 60 feet to the point of BEGINNING. This being the land conveyed to Margaret Josey Thompson by Lottie Bell Josey Page and husband, David Page, by deed dated the 12th of February, 1958 recorded in Book 1238, Page 604 of the Office of the Register of Deeds for Wake County, North Carolina.

★ 204 Lynch St

AGENT AUTHORIZATION FORM

Application #:

Submittal Date:

206 Lynch Street Trust

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

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

The property address is:

206 Lynch Street, Apex NC 27502

The agent for this project is:

Trinity Henderson☒ I am the owner of the property and will be acting as my own agent

Agent Name:

Trinity Henderson, Trustee of 206 Lynch Street Trust

Address:

132 Partlo Street Garner NC 27529

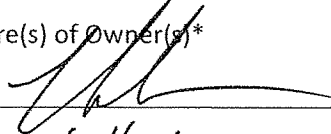
Telephone Number:

919-229-8840

E-Mail Address:

thenderson @ hendersonwall.com

Signature(s) of owner(s)*

Trinity Henderson, Trustee

Type or print name

5/24/2020

Date

Attach additional sheets if there are additional owners.

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

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

AFFIDAVIT OF OWNERSHIP

Application #: _____

Submittal Date: _____

The undersigned, Trinity Henderson, Trustee (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 206 Lynch Street, Apex, NC and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 4/30/2019 dated 5/1/2019 recorded and recorded in the Wake County Register of Deeds Office on 5/1/2019, in Book 17430 Page 1113.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 5/1/2019, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 5/1/2019, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 1 day of March, 2020.

(seal)

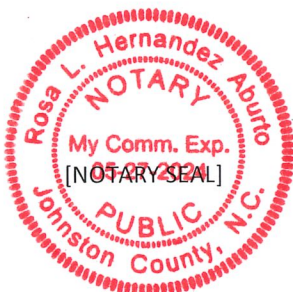
Trinity Henderson, trustee

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

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



Notary Public

State of North Carolina

My Commission Expires: 05/27/2024

EXHIBIT "A"
LEGAL DESCRIPTION

Wake County

Roberto F. Arellano Moran and Ashley Arellano
Situated in Wake County and beginning described as follows:

See attached Exhibit A

LEGAL DESCRIPTION

Commencing at a computed point as shown on the plat in Map Book 2003, Page 1452 for the Apex R/W Acquisition dated 4/11/03 on the northern side of the Lynch Street right-of-way and running almost parallel with the lot lines of Willie Smiley and Walter A. Thompson, as shown on said plat, then North 28°07'1" East for 2.91 feet to an Iron Pipe Set (IPS) at the corner of the lots of Willie Smiley and Walter A. Thompson, as shown said plat, and the POINT OF BEGINNING. Then proceeding South 29°14'49" West for 162.42 feet to an Auto Jack Post, then South 60°03'01" East for 60 feet to an IPS at the corner of an old wire fence and a chain link fence where three of the adjoining properties meet with the northeast corner of the property. Then South 29°15'28" West for 156.74 feet to an IPS at the southeast corner of the property, then proceeding North 64°42'09" West for 8.62 feet to an IPS, then North 65°35'49" West for 51.55 feet to the Point of Beginning encompassing approximately 0.220 acres as shown on an unrecorded map of survey by John S. Collier, PLS. L-3879 dated 11/3/18.

For reference purposes, this property is located at: 206 Lynch Street
Apex, NC 27502

and has tax identification number 0741282977))

Wake County

WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-01-2019 AT 16:25:38
STATE OF NC REAL ESTATE
EXCISE TAX: \$170.00
BOOK: 017430 PAGE: 01113 - 01115

Submitted electronically by Henderson Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to the preparer: Trinity M. Henderson, Attorney at Law
132 Partlo Street
Garner, NC 27529

This instrument prepared by Trinity Henderson, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by closing attorney to tax collector upon disbursement of closing proceeds.

Parcel #0741282977
Wake County

Brief Index
description:

206 Lynch Street

Excise Tax: \$170.00

(This conveyance is insured by a policy of title insurance issued by Omega Title Insurance Company)

THIS WARRANTY DEED is made on the date set forth in the acknowledgment set out below by and between:

Roberto F. Arellano Moran and Ashley Arellano

whose mailing address for future correspondence is:

☐ (If checked, the property being conveyed includes the primary residence of at least one of the Grantors.

(hereinafter referred to in the neuter singular as "the Grantor"); and,

206 Lynch Street Trust

206 Lynch Street
Apex, NC 27502

(to verify the name, status and mailing address are correct, please initial _____)

(hereinafter referred to in the neuter singular as "the Grantee") :

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby

acknowledged, has and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land acquired by the Grantor by deed recorded in Book 17298, page 1886, situated in Wake County, North Carolina, and more particularly described as follows:

See attached Exhibit A

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. The Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the following exceptions:

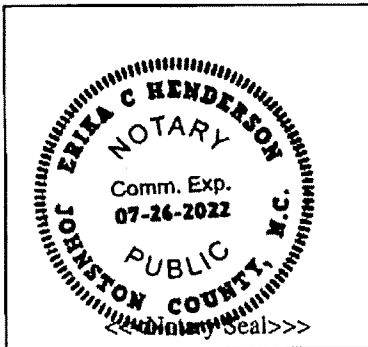
1. The county property tax for the current year.
2. Public Utility Easements for Local Service.
3. Restrictive covenants

IN WITNESS WHEREOF the Grantors have set their hands and seals and adopt the printed word "Seal" as their lawful

seals.

Francisco Arellano (Seal)
Roberto F. Arellano Moran

Ashley Arellano (Seal)
Ashley Arellano



State of North Carolina

Wake County

I, a Notary Public of the County and State aforesaid, certify that Roberto F. Arellano Moran and Ashley Arellano, Grantor(s), personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 30 day of April, 2019.

Erika C Henderson
Notary Public

My commission expires 7/26/22

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

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

I, Trinity Henderson, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 1411 East Williams St Apex, NC (location/address) on 2/20/2020 (date) from 6:00pm (start time) to 8:00pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

3/1/2020
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Rosa L Hernandez Aburto a Notary Public for the above State and County, on this the 20 day of April, 2020.



Rosa L Hernandez Aburto
Notary Public
Rosa L Hernandez Aburto
Print Name

My Commission Expires: 05/27/2024

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): 100 Lynch Street Trust

Applicant(s): Trinity Henderson, Trustee

Contact information (email/phone): 919-889-4303

Meeting Address: 1411 East Williams St, Apex, NC 27539

Date of meeting: 2/20/2020 Time of meeting: 6pm-8pm

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

Question/Concern #1:

NONE

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

NOTICE OF NEIGHBORHOOD MEETING

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

February 8, 2020

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

204 and 206 Lynch Street, Apex, NC

0070430 and 0070429

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at www.apexnc.org.

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

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

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

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):
See attached Exhibit "A" for description of proposed rezoning.

Estimated submittal date: 2/24/2020

MEETING INFORMATION:

Property Owner(s) name(s): 206 Lynch Street Trust and Orchid Homes, LLC

Applicant(s): 206 Lynch Street Trust

Contact information (email/phone): thenderson@hendersonwall.com

Meeting Address: Comfort Inn Apex, 1411 East Williams St, Apex, NC 27539

Date of meeting**: 2/20/2020

Time of meeting**: 6:00 pm to 8:00 pm

MEETING AGENDA TIMES:

Welcome: 6:00 pm Project Presentation: 6:15 pm Question & Answer: 6:30pm-8:00pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning>.

EXHIBIT "A"

The purpose of this Neighborhood meeting is to discuss the proposed rezoning of 204 and 206 Lynch Street in Apex, North Carolina.

The reason for this rezoning request is for the sole purpose of bringing both lots (204 and 206 Lynch Street) into compliance pursuant to the Town of Apex's dimensional standards. The house that was built at 204 Lynch Street encroaches on 206 Lynch Street. In order to move the lot line so that the house located at 204 Lynch Street no longer encroaches on 206 Lynch Street (and to comply with zoning setback requirements), the lots must be rezoned to High Density Single Family Residential – Conditional Zoning.

Vicinity Map

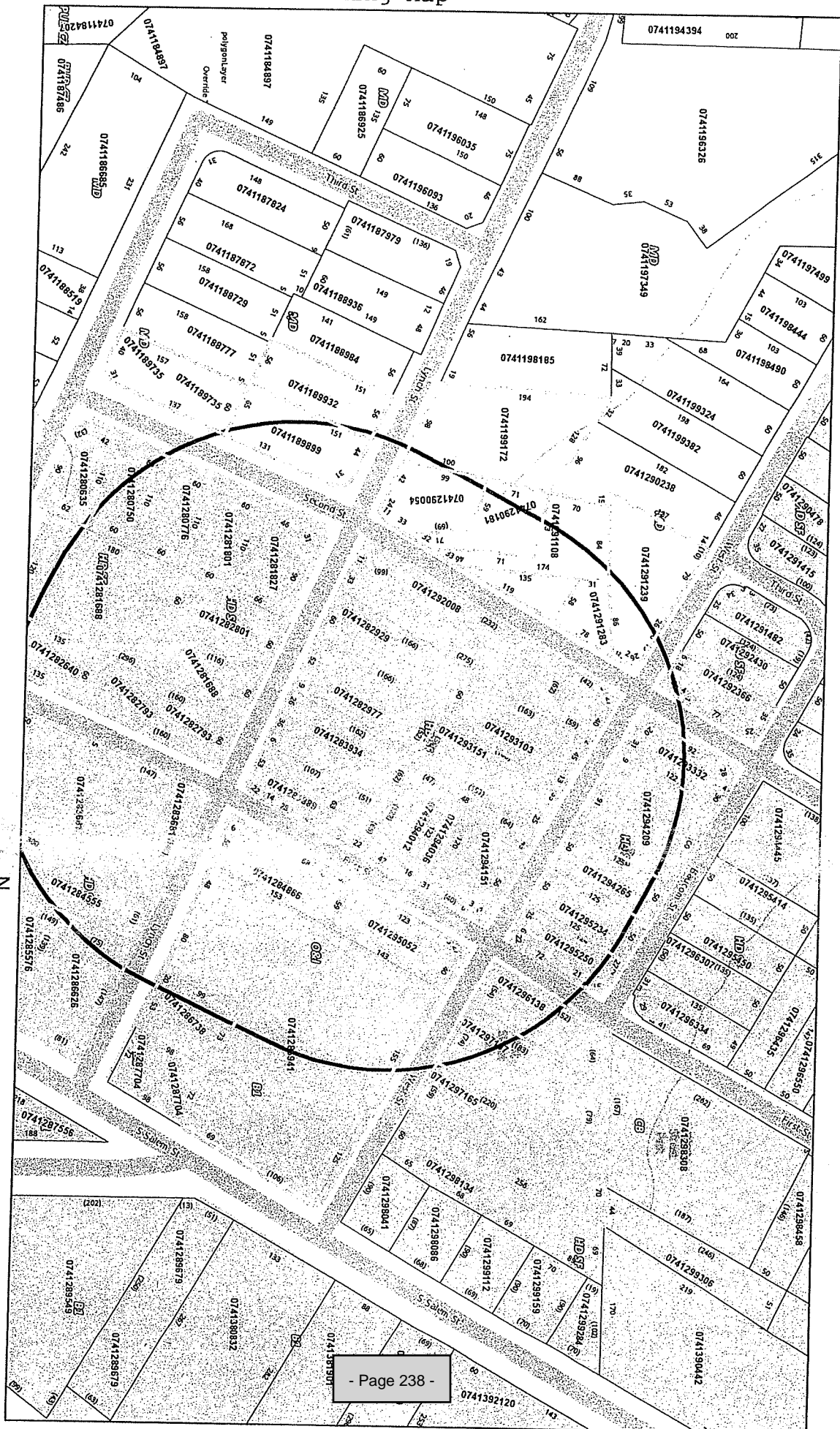
204 and 206 Lynch Street



Disclaimer

iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

Current Zoning Map



Disclaimer
 Maps make every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use or its interpretation.

Neighborhood Meeting Handout

Rezoning Petition for:

**204 and 206 Lynch Street
Apex, North Carolina**

Date:

February 20, 2020

Location:

Comfort Inn Apex

1411 East Williams Street

Apex, North Carolina 27539

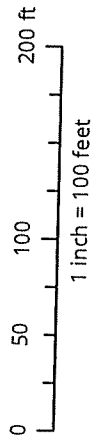
Attachments

- 1. Vicinity Map for 204 and 206 Lynch Street**
- 2. Existing Zoning Map for 204 and 206 Lynch Street**
- 3. Proposed Recombination Map for 204 and 206 Lynch Street**
- 4. Project Contact Information**
- 5. Common Construction Issues & Who to Call**

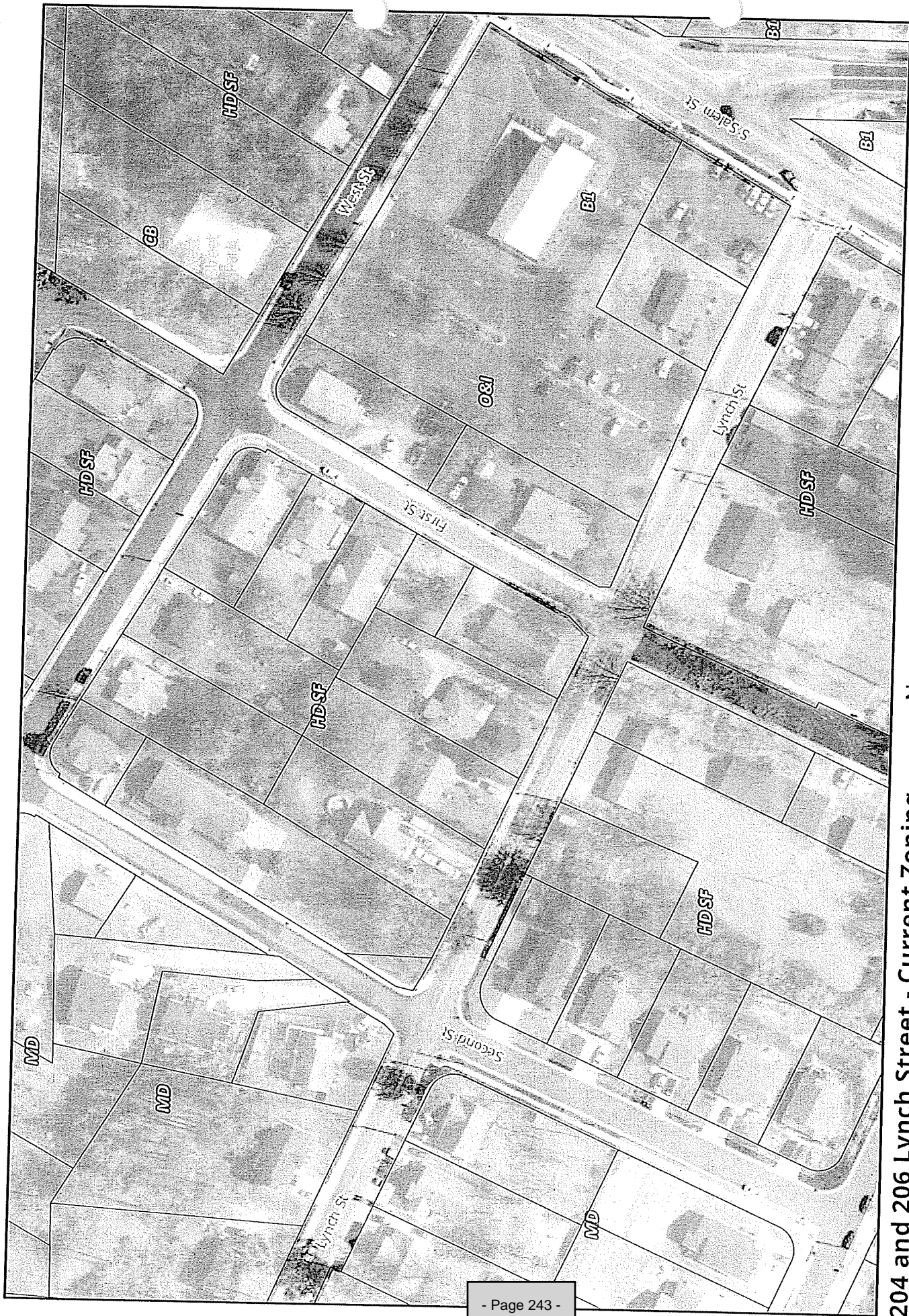


Disclaimer

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204 and 206 Lynch Street



Disclaimer

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204 and 206 Lynch Street - Current Zoning

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 204 and 206 Lynch Street Rezoning Zoning: STCOD

Location: 204 and 206 Lynch Street, Apex, NC 27502

Property PIN(s): 0070430 & 0070429 Acreage/Square Feet: .44 combined

Property Owner: 206 Lynch Street Trust, Trinity Henderson, Trustee

Address: 132 Partlo Street

City: Garner State: NC Zip: 27529

Phone: 919-229-8840 Email: thenderson@hendersonwall.com

Developer: n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Engineer: n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Builder (if known): n/a

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager	(919) 249-3413
Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

Noise & Hours of Construction: **Non-Emergency Police** **919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: **James Misciagno** **919-372-7470**

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

Road Damage & Traffic Control: **Water Resources – Infrastructure Inspections** **919-362-8166**

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

Parking Violations: **Non-Emergency Police** **919-362-8661**

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

Dirt in the Road: **James Misciagno** **919-372-7470**

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

Dirt on Properties or in Streams: **James Misciagno** **919-372-7470** **Danny Smith** **Danny.Smith@ncdenr.gov**

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

Dust: **James Misciagno** **919-372-7470**

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

Trash: **James Misciagno** **919-372-7470**

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

Temporary Sediment Basins: **James Misciagno** **919-372-7470**

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

Stormwater Control Measures: **Mike Deaton** **919-249-3413**

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation: **Rodney Smith** **919-249-3342**

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

Neighborhood Meeting

Date: June 30, 2020

June 30, 2020

Neighborhood Meeting #2:

Notice sent to:

Josephine Kelly Cross, PO Box 24, Apex, NC 27502

Michail Elchaninova and Natalia Elchaninova, 401 West St, Apex, NC 27520

Linda Rivera-Pena and Guadalupe Rivera-Pena, 5217 Penrith Drive, Apt I, Durham, NC 27713

Meeting held June 30, 2020 at Comfort Inn Apex, 1411 East Williams Street, Apex, NC 27539

Handout attached.

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

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

I, Trinity Henderson, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Planning Department, all property owners within 300 feet of the subject property and any neighborhood association that represents citizens in the area via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 1411 East Williams Street Apex NC (location/address) on 6/30/2020 (date) from 6 pm (start time) to 8 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

7/3/2020
Date

By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF WAKE Johnston

Sworn and subscribed before me, Rosa L. Hernandez Abanto a Notary Public for the above State and County, on this the 3 day of July, 2020.



Rosa L. Hernandez Abanto
Notary Public
Rosa L. Hernandez Abanto
Print Name

My Commission Expires: 05/27/21

NEIGHBORHOOD MEETING SIGN-IN SHEET

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

Meeting Address: 1411 East Williams St, Apex NC
 Date of meeting: 6/30/2020 Time of meeting: 6:00 - 8:00 pm
 Property Owner(s) name(s): Polklynest Trust and Oakrid Homes LLC
 Applicant(s): 206 Lynch St Trust

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

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Use additional sheets, if necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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

Property Owner(s) name(s): 206 Lynch Street Trust and Orchid Homes, LLC

Applicant(s): 206 Lynch Street Trust

Contact information (email/phone): thenderson@hendersonwall.com

Meeting Address: 1411 East Williams St Apex, NC

Date of meeting: 4/30/2020 Time of meeting: 6-8 pm

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

Question/Concern #1:

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

Neighborhood Meeting Handout

Rezoning Petition for:

204 and 206 Lynch Street
Apex, North Carolina

Date:

June 30,
~~February 20~~, 2020

Location:

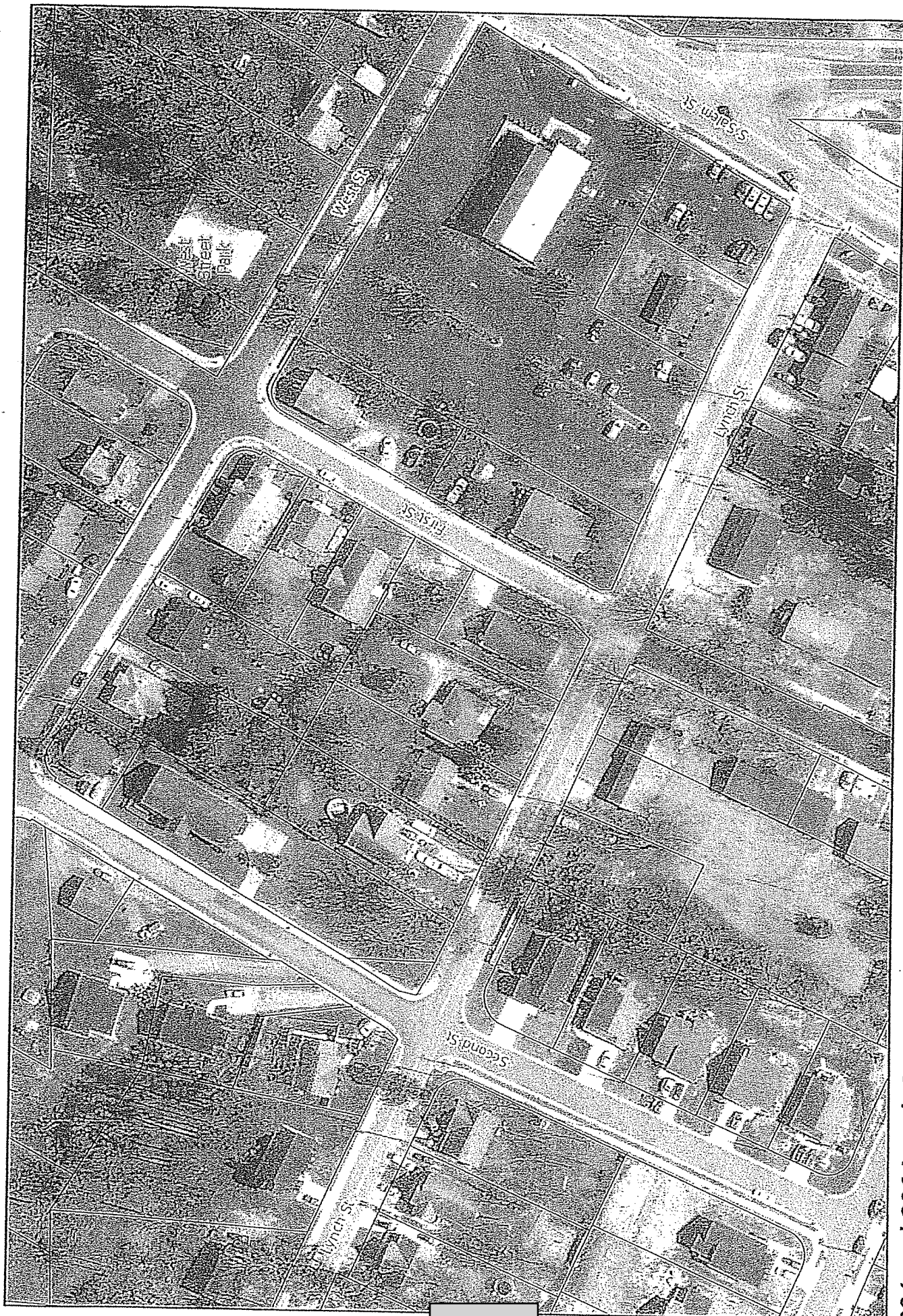
Comfort Inn Apex

1411 East Williams Street

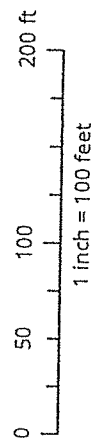
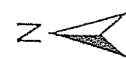
Apex, North Carolina 27539

Attachments

1. Vicinity Map for 204 and 206 Lynch Street
2. Existing Zoning Map for 204 and 206 Lynch Street
3. Proposed Recombination Map for 204 and 206 Lynch Street
4. Project Contact Information
5. Common Construction Issues & Who to Call

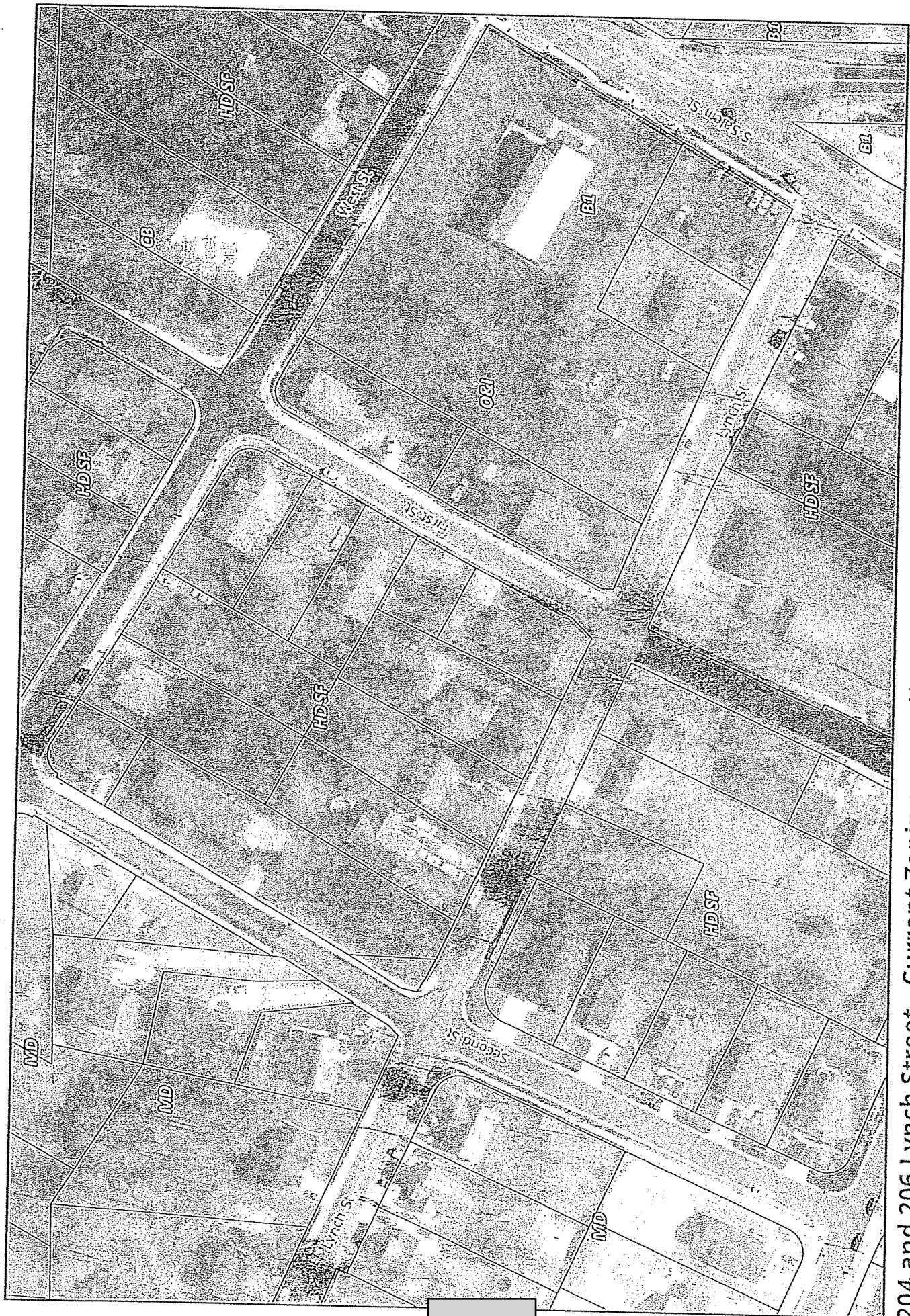


204 and 206 Lynch Street

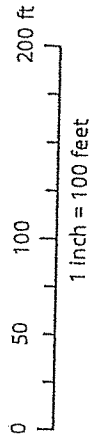


Disclaimer

Maps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



204 and 206 Lynch Street - Current Zoning



Disclaimer
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein. Use at your own risk.

PROJECT CONTACT INFORMATION

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

Development Contacts:

Project Name: 204 and 206 Lynch Street Rezoning Zoning: STCOD
 Location: 204 and 206 Lynch Street, Apex, NC 27502
 Property PIN(s): 0070430 & 0070429 Acreage/Square Feet: .44 combined
 Property Owner: 206 Lynch Street Trust, Trinity Henderson, Trustee
 Address: 132 Partlo Street
 City: Garner State: NC Zip: 27529
 Phone: 919-229-8840 Email: thenderson@hendersonwall.com
 Developer: n/a
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____
 Engineer: n/a
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____
 Builder (if known): n/a
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____

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

Town of Apex Department Contacts

Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planner	(919) 249-7468
Public Works - Transportation Russell Dalton, Senior Transportation Engineer	(919) 249-3358
Water Resources Department Mike Deaton, Stormwater & Utility Engineering Manager	(919) 249-3413
Stan Fortier, Senior Engineer (Sedimentation & Erosion Control)	(919) 249-1166
Electric Utilities Division Rodney Smith, Electric Technical Services Manager	(919) 249-3342

Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 1st and 3rd Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at AllCouncil@apexnc.org.

Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.

COMMON CONSTRUCTION ISSUES & WHO TO CALL

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

Noise & Hours of Construction: **Non-Emergency Police** **919-362-8661**

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

Construction Traffic: **James Misciagno** **919-372-7470**

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

Road Damage & Traffic Control: **Water Resources – Infrastructure Inspections** **919-362-8166**

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

Parking Violations: **Non-Emergency Police** **919-362-8661**

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

Dirt in the Road: **James Misciagno** **919-372-7470**

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

Dirt on Properties or in Streams: **James Misciagno** **919-372-7470** **Danny Smith** **Danny.Smith@ncdenr.gov**

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

Dust: **James Misciagno** **919-372-7470**

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

Trash: **James Misciagno** **919-372-7470**

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

Temporary Sediment Basins: **James Misciagno** **919-372-7470**

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

Stormwater Control Measures: **Mike Deaton** **919-249-3413**

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Mike Deaton at 919-249-3413.

Electric Utility Installation: **Rodney Smith** **919-249-3342**

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

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #20CZ06 204 & 206 Lynch Street

Planning Board Meeting Date: August 10, 2020



Report Requirements:

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Town Council within 30 days of referral of the amendment to the Planning Board, or the Town Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the Town Council bound by the recommendations, if any, of the Planning Board.

Per NCGS 160A-383, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ± .45 acre

PIN(s): 0741283934 & 0741282977

Current Zoning: High Density Single Family (HDSF)/ Small Town Character Overlay District

Proposed Zoning: High Density Single Family-Conditional Zoning (HDSF-CZ)/ Small Town Character Overlay District

2045 Land Use Map: Medium Density Residential

Town Limits: Inside Town Limits

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☒ 2045 Land Use Map
☒ Consistent ☐ Inconsistent Reason: _____

☒ Apex Transportation Plan
☒ Consistent ☐ Inconsistent Reason: _____

☒ Parks, Recreation, Open Space, and Greenways Plan
☒ Consistent ☐ Inconsistent Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #20CZ06 204 & 206 Lynch Street

Planning Board Meeting Date: August 10, 2020



Legislative Considerations:

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

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

4. *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

☒ Consistent

☐ Inconsistent

Reason: _____

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

☒ Consistent

☐ Inconsistent

Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #20CZ06 204 & 206 Lynch Street

Planning Board Meeting Date: August 10, 2020



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

☒ Consistent

☐ Inconsistent

Reason: _____

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

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

☒ Consistent

☐ Inconsistent

Reason: _____

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #20CZ06 204 & 206 Lynch Street

Planning Board Meeting Date: August 10, 2020



Planning Board Recommendation:

Motion: Motion to approve as proposed.

Introduced by Planning Board member: Reginald Skinner

Seconded by Planning Board member: Mark Steele

☒ *Approval:* the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☐ *Approval with conditions:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

☐ *Denial:* the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 10th day of August 2020.

Attest:

Michael Marks Digitally signed by Michael Marks
Date: 2020.08.10 19:04:24 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin
Date: 2020.08.10 17:14:38 -04'00'

Dianne Khin, Planning Director



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #20CZ06 204 & 206 Lynch Street

Pursuant to the provisions of North Carolina General Statutes Section 160A-364 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant/Authorized Agent: Trinity Henderson

Property Addresses: 204 & 206 Lynch Street

Acreage: ±.45 acres

Property Identification Number (PINs): 0741283934 & 0741282977

Current 2045 Land Use Map Designation: Medium Density Residential

Existing Zoning of Property: High Density Single Family (HDSF)

Proposed Zoning of Property: High Density Single Family -Conditional Zoning (HDSF-CZ)

Public Hearing Location: Apex Town Hall
73 Hunter Street, Apex, North Carolina
Council Chambers, 2nd Floor

Planning Board Public Hearing Date and Time: August 10, 2020 4:30 PM

If you would like to speak during the public hearing, you may sign-in ahead of time by emailing your name and address to bonnie.brock@apexnc.org.

If you are unable to attend, you may view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>. You may share comments by noon on Friday, August 7, 2020, following instructions in the [Remote Participation policy](#). The policy includes options to provide comments by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-372-7300, 3-minute limit).

Town Council Public Hearing Date and Time: August 18, 2020 6:00 PM

If you are unable to attend, you may view the meeting through the Town's YouTube livestream at: <https://www.youtube.com/c/townofapexgov>. You may share comments by noon on Monday, August 17, 2020, following instructions in the [Remote Participation policy](#). The policy includes options to provide comments by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-372-7300, 3-minute limit).

Vicinity Map:



Property owners within 300 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may appear at the public hearing and be heard with respect to the application. Maps showing the location for the above site(s) to be considered in addition to a copy of the [2045 Land Use Map](#) can be inspected at the Apex Town Hall or call 919-249-3426, Department of Planning and Community Development, for further information. To view the petition and related documents on-line: <https://www.apexnc.org/DocumentCenter/View/31550>.

Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 24, 2020 – August 18, 2020



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name: Rezoning #20CZ06
Project Location: 204 & 206 Lynch Street
Applicant or Authorized Agent: Trinity Henderson

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project **July 24, 2020** a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners within 300' of the land subject to notification. I further certify that I relied on information provided to me by the above-mentioned person as to accuracy and mailing addresses of property owners within 300' of the land subject to notification.

7/24/2020
Date

Deanne F. Klein
Director of Planning and Community Development

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jeri Chastain Pederson, a Notary Public for the above State and County, this the

24

day of

July

2020

Jeri Chastain Pederson
Notary Public

SEAL

My Commission Expires: 03 / 10 / 2024

West Street

Rezoning #20CZ06

West St

First St

Lynch St

Second St

White
Oak
Villas

208

206

204

0

100

200

May, 2020
January 2020 Aerial Photography
Prepared by: Town of Apex Planning Department

- Page 266 -

Public Hearing Sign Posted By

Signature

Date
5/5/20



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS CONDITIONAL ZONING #20CZ06 204 & 206 Lynch Street

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Dianne F. Khin, AICP
Director of Planning and Community Development

Published Dates: July 24, 2020 - August 18, 2020



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: August 18, 2020

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning and Community Development

Requested Motion

Public Hearing and possible motion regarding various amendments to the Unified Development Ordinance as requested by Planning staff.

Approval Recommended?

The Planning and Community Development Department recommends approval.

The Planning Board heard these amendments at their August 10, 2020 meeting and unanimously recommended approval.

Item Details

UDO Amendment Summary

Requested by Planning Staff:

1. Amendments to Sec. 6.3.1.D *Small Town Character Overlay District, Approval Criteria* in order to eliminate the requirement for building landscaping requirements for all development and eliminate the vehicular use area screening and shading requirements for public parking lots within the Central Business District.
2. Amendments to Sec. 10.3 *Nonconforming Structures* in order to correct a typographical error in Sec. 10.3.2 and to change a word in Sec. 10.3.4 in order to clarify the intent of a sentence.
3. Amendments to Sec. 14.1.3 *Parks, Recreation, and Open Space Sites; Standards for Dedication* in order to verify the usability of land proposed for dedication by requiring a Phase 1 site assessment prior to land dedication to the Town.

Attachments

- Staff Report
- Ordinance
- Legal Notice



STAFF REPORT

Amendments to the Unified Development Ordinance

August 18, 2020 Town Council Meeting



Requested by Planning Staff:

1. Amendments to Sec. 6.3.1.D *Small Town Character Overlay District, Approval Criteria* in order to eliminate the requirement for building landscaping requirements for all development and eliminate the vehicular use area screening and shading requirements for public parking lots within the Central Business District.

6.3.1 *Small Town Character Overlay District*

...

D) *Approval Criteria*

...

- 6) No Resource Conservation Area (Sec. 8.1.2 Resource Conservation Area) or Buffers (Sec. 8.2.6 Buffering) are required. **Within the Central Business District, no building landscaping (Sec. 8.2.4 Building Landscaping Requirements) is required and no landscaping within vehicular use areas of public parking lots (Sec. 8.2.5.B Vehicular Use Area Screening and Sec. 8.2.5.C Vehicular Use Area Shading) is required.**

...

2. Amendments to Sec. 10.3 *Nonconforming Structures* in order to correct a typographical error in Sec. 10.3.2 and to change a word in Sec. 10.3.4 in order to clarify the intent of a sentence.

10.3.2 *Enlargement or Expansion*

A non-residential nonconforming structure shall not be enlarged or expanded in area occupied unless otherwise stated in 10.3.2~~(B)(1-4)~~. A residential structure may expand so long as there is no increase to the nonconformity.

10.3.4 *Damage and Restoration of Nonconforming Structure*

~~No~~ **A** nonconforming structure which has been damaged by any means to an extent exceeding a percentage of its then reproducible value equal to 100 percent minus two percent per year of age of the structure, or 60 percent, whichever is greater, shall comply with the use standards of this Ordinance when it is re-constructed. Any nonconforming structure that is damaged by any means to a lesser extent may continue if it is reconstructed within two years of the damage.

3. Amendments to Sec. 14.1.3 Parks, Recreation, and Open Space Sites; Standards for Dedication in order to verify the usability of land proposed for dedication by requiring a Phase 1 site assessment prior to land dedication to the Town.

14.1.3 Standards for Dedication

All land dedicated for recreation and park development shall substantially meet the following standards:

A) *Unity*

The dedicated land shall form a single parcel of land except where the Town Council determines that two (2) or more parcels would be in the public interest and determines that a connecting path or strip of land is in the public interest, and in which case the width of the connecting property shall not be less than 30 feet wide.

B) *Shape*

The shape of the dedicated parcel of land shall be sufficiently square or round to be usable for recreational activities such as softball, tennis, croquet, etc.

C) *Location*

The dedicated land shall be located so as to reasonably serve the recreation and open space needs of the development for which the dedication was made and shall bear a reasonable relationship to the use of the area by the future inhabitants of the residential development.

D) *Access*

Public access to the dedicated land shall be provided either by adjoining street frontage or public access easement at least 20 feet in width.

E) *Topography*

Generally areas dedicated for recreation shall not exceed slopes of 5%.

F) *Usability*

The dedicated land shall be usable for recreation; lakes or ponds may not be included in computing dedicated land area. **In order to determine usability, a Phase 1 site assessment shall be submitted by the developer for consideration by Town Council.**

G) *Plans*

Municipal and county plans shall be taken into consideration when evaluating land proposals for dedication.

PLANNING STAFF RECOMMENDATION:

Planning staff recommends approval of the proposed UDO amendments.

PLANNING BOARD RECOMMENDATION:

The Planning Board heard these amendments at their August 10, 2020 meeting and unanimously recommended approval.

PLANNING BOARD REPORT TO TOWN COUNCIL

Unified Development Ordinance Amendments

Planning Board Meeting Date: August 10, 2020



Report Requirements:

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Town Council within 30 days of referral of the amendment to the Planning Board, or the Town Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the Town Council bound by the recommendations, if any, of the Planning Board.

Planning Board Recommendation:

Motion: Motion to approve as proposed.

Introduced by Planning Board member: Beth Godfrey

Seconded by Planning Board member: Reginald Skinner

- ☒ Approval of the proposed UDO amendment(s)
☐ Approval of the proposed UDO amendment(s) with the following conditions:

☐ Denial of the proposed UDO amendment(s)

With 7 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 10th day of August 2020.

Attest:

Michael Marks Digitally signed by Michael Marks
Date: 2020.08.10 19:04:57 -04'00'

Michael Marks, Planning Board Chair

Dianne Khin Digitally signed by Dianne Khin
Date: 2020.08.10 17:06:05 -04'00'

Dianne Khin, Planning Director



TOWN OF APEX
POST OFFICE BOX 230
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance:

Requested by Planning Staff:

1. Amendments to Sec. 6.3.1.D *Small Town Character Overlay District, Approval Criteria* in order to eliminate the requirement for building landscaping requirements for all development and eliminate the vehicular use area screening and shading requirements for public parking lots within the Central Business District.
2. Amendments to Sec. 10.3 *Nonconforming Structures* in order to correct a typographical error in Sec. 10.3.2 and to change a word in Sec. 10.3.4 in order to clarify the intent of a sentence.
3. Amendments to Sec. 14.1.3 *Parks, Recreation, and Open Space Sites; Standards for Dedication* in order to verify the usability of land proposed for dedication by requiring a Phase 1 site assessment prior to land dedication to the Town.

Public Hearing Location: Apex Town Hall
73 Hunter Street, Apex, North Carolina
Council Chambers, 2nd Floor

Town Council Public Hearing Date and Time: August 18, 2020 6:00 PM
You may view the meeting through the Town's YouTube livestream at:
<https://www.youtube.com/c/townofapexgov>.

If you are unable to attend, you may share comments by noon on Monday, August 17, 2020, following instructions in the [Remote Participation policy](#). The policy includes options to provide comments by email (public.hearing@apexnc.org, 350-word limit) or voicemail (919-372-7300, 3-minute limit).

The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Director of Planning and
Community Development

Published Dates: July 24-August 18, 2020



TOWN OF APEX

POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

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Public Hearing Location: Apex Town Hall
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The UDO can be accessed online at: <http://www.apexnc.org/233>.

Dianne F. Khin, AICP
Director of Planning and
Community Development

Published Dates: July 24-August 18, 2020

AN ORDINANCE TO AMEND CERTAIN SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE

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

Section 1. Section 6.3.1.D of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

6.3.1 *Small Town Character Overlay District*

...

D) *Approval Criteria*

...

- 6) No Resource Conservation Area (Sec. 8.1.2 Resource Conservation Area) or Buffers (Sec. 8.2.6 Buffering) are required. **Within the Central Business District, no building landscaping (Sec. 8.2.4 Building Landscaping Requirements) is required and no landscaping within vehicular use areas of public parking lots (Sec. 8.2.5.B Vehicular Use Area Screening and Sec. 8.2.5.C Vehicular Use Area Shading) is required.**

...

Section 2. Section 10.3 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

10.3.2 *Enlargement or Expansion*

A non-residential nonconforming structure shall not be enlarged or expanded in area occupied unless otherwise stated in 10.3.2~~(B)(1-4)~~. A residential structure may expand so long as there is no increase to the nonconformity.

10.3.4 *Damage and Restoration of Nonconforming Structure*

~~No~~ **A** nonconforming structure which has been damaged by any means to an extent exceeding a percentage of its then reproducible value equal to 100 percent minus two percent per year of age of the structure, or 60 percent, whichever is greater, shall comply with the use standards of this Ordinance when it is re-constructed. Any nonconforming structure that is damaged by any means to a lesser extent may continue if it is reconstructed within two years of the damage.

Section 3. Section 14.1.3 of the Unified Development Ordinance is amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

14.1.3 *Standards for Dedication*

All land dedicated for recreation and park development shall substantially meet the following standards:

- A) *Unity*
The dedicated land shall form a single parcel of land except where the Town Council determines that two (2) or more parcels would be in the public interest and determines that a connecting path or strip of land is in the public interest, and in which case the width of the connecting property shall not be less than 30 feet wide.
- B) *Shape*
The shape of the dedicated parcel of land shall be sufficiently square or round to be usable for recreational activities such as softball, tennis, croquet, etc.
- C) *Location*
The dedicated land shall be located so as to reasonably serve the recreation and open space needs of the development for which the dedication was made and shall bear a reasonable relationship to the use of the area by the future inhabitants of the residential development.
- D) *Access*
Public access to the dedicated land shall be provided either by adjoining street frontage or public access easement at least 20 feet in width.
- E) *Topography*
Generally areas dedicated for recreation shall not exceed slopes of 5%.
- F) *Usability*
The dedicated land shall be usable for recreation; lakes or ponds may not be included in computing dedicated land area. **In order to determine usability, a Phase 1 site assessment shall be submitted by the developer for consideration by Town Council.**
- G) *Plans*
Municipal and county plans shall be taken into consideration when evaluating land proposals for dedication.

Section 4. The Planning Director 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. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 6. The ordinance shall be effective upon enactment on the ____ day of August 2020.

Introduced by Council Member _____

Seconded by Council Member _____

Attest:

TOWN OF APEX

Donna 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: OLD BUSINESS

Meeting Date: August 18, 2020

Item Details

Presenter(s): Colleen Merays, Downtown and Small Business Development Coordinator

Department(s): Economic Development

Requested Motion

Possible motion to modify current Parking-to-Dining Program layout adopted by Town Council on June 2, 2020 to new layout presented.

Approval Recommended?

Yes

Item Details

This possible motion is in line with the Apex Downtown Business Association's letter request dated August 7, 2020 & August 11, 2020 for the "Parking-to-Dining" project. The on-street parallel parking spaces along N. Salem Street from Saunders St. to Chatham St. were closed to allow for extended outdoor dining and alcohol consumption as permitted by ABC Law or regulations, and approved an ordinance temporarily modifying Town Code Sections 14-14 and 18-11 as they relate to sidewalk dining and alcohol consumption on public streets and sidewalks through September 18, 2020.

Attachments

- Letter and email from Apex Downtown Business Association dated 8-7-2020 and 8-11-2020
- New Parking-to-Dining Project Area Layout dated 8-10-2020





August 7, 2020

Mr. Drew Havens
Town Manager
Town of Apex
73 Hunter Street
PO Box 250
Apex, NC 27502

Dear Mr. Havens:

The Apex Downtown Business Association (ADBA) appreciates the Town Council's and Town employees' efforts in the implementation of the "parking-to-dining" program that we proposed and encouraged back in May. In our letter of May 23rd, we also recommended that the program be evaluated after 60 days to ensure it is having the desired results. We believe the time is now upon us to make changes to the current program.

As you are aware, we are not where we expected to be, at this juncture, relative to the Governor's phased reopening approach. At the time of Town Council's approval and the parking-to-dining layout envisioned by the Town, we expected to move to Phase 3 prior to implementation of the program. With the Governor's actions extending Phase 2, this has left us with a number of closed parking spaces not being utilized as the Town envisioned in its layout and implementation. With the Governor's most recent action, we will remain in Phase 2 until at least September 11th, thus likely resulting in these closed spaces being underutilized until that date.

Some downtown retail businesses have reported a decrease in foot traffic downtown since the installation of the water barricades and closure of the parking spaces. We realize it difficult, if not impossible, to quantify the effect of the parking closures on downtown foot traffic especially in light of the current Covid-19 pandemic and the extreme heat we have been experiencing. Nonetheless, we believe now is the time to modify the current parking-to-dining program given it is not being fully utilized as envisioned by the Town and because of the Governor's recent actions extending Phase 2 to almost the end date of the approved parking-to-dining program.

The ADBA is, therefore, requesting that the Town modify the current parking-to-dining program. As the Town designed the initial layout taking into consideration public safety and other issues, we request the Town to develop several modification proposals for our review and input to include the reopening of some currently closed parking spaces. We have reviewed the Town Council's action at its June 2nd, 2020 meeting approving the parking-to-dining program and

believe there is some flexibility in their action to allow modifications to the current program without further action on their part.

The ADBA appreciates your consideration of this request and looks forward to providing our input to any modification proposals to make this a successful program. Thank you also for your guidance on this issue.

Sincerely,

Shane Reese
President
Apex Downtown Business Association

Cc:

Shawn Purvis, Assistant Town Manager
Colleen Merays, Downtown and Small Business Development Coordinator
Mayor Gilbert
Mayor Pro Tem Dozier
Council Member Killingsworth
Council Member Gantt
Council Member Stallings
Council Member Mahaffey

Colleen Merays

From: Shane Reese <shane.reese@gmail.com>
Sent: Tuesday, August 11, 2020 11:58 AM
To: Colleen Merays
Subject: Re: Parking-to-Dining Modified Layout

Notice: This message is from an external sender.
Do not click links or open attachments unless you trust the sender, and can verify the content is safe.

Hi Colleen,

The ADBA concurs with the proposed modified Parking-to-Dining Program layout, per your Aug. 10 email, and requests that the Town Council approves the modifications as shown in the new layout.

Best,

Shane

On Mon, Aug 10, 2020 at 3:15 PM Colleen Merays <Colleen.Merays@apexnc.org> wrote:

Shane,

Attached is a modified layout of the Parking-to-Dining Program. If you would please share this layout with members of the ADBA. If this new layout is something the ADBA concurs with and responds by the COB tomorrow, with either an email or letter stating that: The ADBA concurs with the proposed modified Parking-to-Dining Program layout, and requests the Town Council approve the modifications as shown in the new layout be made. I will then work to have the ADBA's request as part of the Town Council's agenda for next Tuesday, August 18, 2020. If you have any questions please let me know.

Thanks,

Colleen

Colleen Merays

Downtown & Small Business Development Coordinator

Town of Apex, NC

The Depot | 220 N. Salem Street | Apex, NC 27502

C: 518-894-6431



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: August 18, 2020

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Discussion and possible motion to adopt Temporary Ordinance Modifications extending the current suspension of utility disconnections and application of penalties and fees for unpaid utility balances.

Approval Recommended?

Item Details

At their June 2, 2020 meeting, the Town Council passed a resolution to continue the suspension of utility disconnections for non-payment and the application of late fees and penalties through August 31, 2020. Acknowledging that the current pandemic has made it difficult for some of our customers to pay their entire bill, the Council wanted to ensure our customers did not have service disconnected due to their inability to pay. At this meeting, Council also reviewed our current payment plan options and directed staff to let customers know about this way to begin paying for services as they are able to.

Staff mailed information to utility customers alerting them to the existence of payment plan options and alerted agencies who work with people having financial difficulties to let them know as well. As of the end of July, we had 36 inquiries, but have not had any customer sign up for a payment plan.

As of July 31st, we had 1,532 customers with balances that would make them subject to disconnection with a total of \$992,036 in past due utility bills.

Attachments

- Temporary Ordinance Modification



ORDINANCE NO. 2020-0818-23

AN ORDINANCE TEMPORARILY SUSPENDING TOWN CODE
SECTIONS 12-37 through 12-39

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

Section 1. Under the authority of N.C.G.S. § 160A-314(b), Sections 12-37 through 12-39 of the Apex Town Code of Ordinances is temporarily suspended through _____, 2020.

Section 2. The following utility customer fees designated on the Town of Apex Fee Schedule are suspended through _____ 2020:

- a. Non-Payment Service Fee
- b. Late Fee
- c. Reconnect Disconnected Water Fee

Section 3. The ordinance shall be effective upon enactment.

This the 18th day of August, 2020.

Introduced by Councilmember _____

Seconded by Councilmember _____

Attest:

TOWN OF APEX

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: NEW BUSINESS

Meeting Date: August 18, 2020

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Discussion and possible motion to provide financial support for the Kissena Lane Affordable Housing project in the form of waivers of administrative fees and issuance of grants from the Affordable Housing Fund for Water and Sewer Capital Reimbursement Fees and Recreation Fees-in-lieu contingent upon application for annexation of the associated property into the Apex town limits.

Approval Recommended?

Yes

Item Details

The owner of properties on Kissena Lane is attempting to collaborate with Habitat for Humanity to provide 9 affordable single-family units. To make the project more viable and reduce the costs of land for Habitat for Humanity, the owner is requesting approximately \$5,335 in administrative fee waivers or reimbursements, \$30,561 in grant funding for Recreation Fee-in-lieu, and \$49,122 in grant funding for Water and Sewer Capital Reimbursement Fees. The owner has indicated that the waivers and grants would reduce the land costs by 14.5%.

Town Council rezoned the property in January with a condition that the housing be affordable for households with an income at 70% or less of the area median income. All units in the project will be constructed for affordable housing. Infrastructure construction is expected to begin in September with lots possibly being available by the end of 2020. The developer is requesting administrative fee waivers and reimbursements at the Town's earliest convenience to reduce costs. Recreation Fees are due at plat and Water and Sewer Capital Reimbursement Fees will likely be due at building permit. The developer asks for the grants to cover those fees be made in time for the recording of the plats, which is expected to be in late 2020 or early 2021.

Attachments

- Letters requesting grants and fee waivers



July 21, 2020

Shawn Purvis – Assistant Town Manager
Town of Apex
73 Hunter Street
Apex, NC 27502
(919) 249-3302
Shawn.Purvis@Apexnc.org

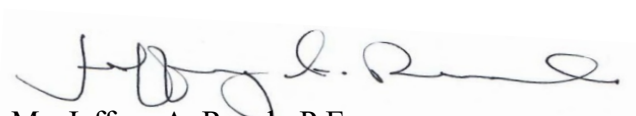
Re: Kissena Lane Affordable Housing
Water and Sewer Capital Reimbursement Fee Grant

Shawn,

The owner of the properties on Kissena Lane is requesting Town Council approval for a Water and Sewer Capital Reimbursement Fee Grant to support the Town's affordable housing goals. The following summary is provided for Town Council review and approval of the requested grant application as the project approaches Construction Document approval through the Town's Master Subdivision and CD process:

- Water Capital Reimbursement Fee (3/4" meter):
 - o \$1,783.00/ lot x 9 lots = \$16,047.00
- Sewer Capital Reimbursement Fee (3/4" meter):
 - o \$3,675.00/lot x 9 lots = \$ 33,075.00

Please let me know what the next step is for approval of the Grant request. If you have any questions concerning this request, do not hesitate to give me a call at your convenience.



Mr. Jeffrey A. Roach, P.E.
Peak Engineering & Design, PLLC

cc: Mr. Hector Cuales, Property Owner (via email)
Mr. Jim Middleton, Habitat for Humanity of Wake County

July 21, 2020

Shawn Purvis – Assistant Town Manager
Town of Apex
73 Hunter Street
Apex, NC 27502
(919) 249-3302
Shawn.Purvis@Apexnc.org

Re: Kissena Lane Affordable Housing
Parks and Recreation Fee-in-Lieu Grant

Shawn,

The owner of the properties on Kissena Lane is requesting Parks, Recreation and Cultural Resources Advisory Commission recommendation and Town Council approval for a Parks & Recreation Fee-in-Lieu Grant for the aforementioned site. The development is focused on the supporting the Town's affordable housing goals with this request. The following summary is provided for the Advisory Commission and Town Council review and approval of the requested grant application as the project approaches Construction Document approval through the Town's Master Subdivision and CD process:

- Parks, Recreation and Cultural Resources Fee-in-Lieu:
 - o \$3,395.67/ lot x 9 lots = \$30,561.03

Please let me know what the next step is for the recommendation by the Advisory Commission and approval by Town Council for the Grant request. If you have any questions concerning this request, do not hesitate to give me a call at your convenience.



Mr. Jeffrey A. Roach, P.E.
Peak Engineering & Design, PLLC

cc: Mr. Hector Cuales, Property Owner (via email)
Mr. Jim Middleton, Habitat for Humanity of Wake County

July 28, 2020

Shawn Purvis – Assistant Town Manager
Town of Apex
73 Hunter Street
Apex, NC 27502
(919) 249-3302
Shawn.Purvis@Apexnc.org

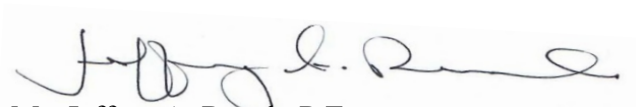
Re: Kissena Lane Affordable Housing
Administrative Fee Waivers

Shawn,

Pursuant to the on-going discussions related to affordable housing in Apex, the owner of the properties on Kissena Lane is requesting Administrative Fee Waivers and reimbursements to support the Town's affordability goals. The following Administrative Fees are being requested for reimbursement or waiver as the project approaches Construction Document approval through the Town's Master Subdivision and CD process:

- Master Subdivision Plan submittal fee: \$790.00 (paid)
- Construction Document submittal fee: \$1,090.00 (paid)
- Water permit fee: \$200.00 (paid)
- Sewer permit fee: \$200.00 (paid)
- Tree Protection Fencing Inspection fee: \$75.00
- Inspection Fees through Development Services: TBD (estimated at \$1,429.60)
- Site Plan Final Plat Review Fee: \$250.00
- Site Inspection Fee (Zoning Compliance Office): \$500.00
- Record Drawing Review Fee: \$200.00
- Bond Administration Fee: \$600.00

Thank you for your continued assistance with the affordability aspect of the Kissena Lane development. Please let me know what the next step is for reimbursements or waivers. If you have any questions concerning this request, do not hesitate to give me a call at your convenience.



Mr. Jeffrey A. Roach, P.E.
Peak Engineering & Design, PLLC

cc: Mr. Hector Cuales, Property Owner (via email)
Mr. Jim Middleton, Habitat for Humanity of Wake County (via email)

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: August 18, 2020

Item Details

Presenter(s): Drew Havens, Town Manager

Department(s): Administration

Requested Motion

Possible motion to provide a one-time grant to the ADBA to cover expenses related to their now-cancelled PeakTique fund raiser.

Approval Recommended?

Yes

Item Details

Similar to grants to other non-profits the Town supports and provided additional funding to in light of the current pandemic, this request is to provide a grant to the ADBA to pay for the expenses they incurred in preparing to have their annual PeakTique fundraiser. Due to the pandemic, this event had to be canceled, but they had already expended some funds in anticipation of the event. The expenses are as follow:

Event Insurance	652.89
Posters and Flyers	105.37
Copies	212.36
<u>Banners</u>	<u>303.00</u>
TOTAL	\$1,273.62

This grant would simply make them "whole" as a result this stalled fundraising effort due to circumstances out of their control. All expenses were incurred before the pandemic and its effects were being felt in our area.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: August 18, 2020

Item Details

Presenter(s): Terry Mahaffey, Council Member

Department(s): Town Council

Requested Motion

Discussion and possible motion to amend Section 14-33 of the Apex Code of Ordinances related to prohibited noises.

Approval Recommended?

Item Details

Planning Committee discussed this item at their June 26, 2020 meeting. The proposed ordinance would prohibit noises from construction activity between the hours of 7:00 pm and 7:00 am, Monday – Friday; 7:00 pm and 9:00 am on Saturdays and state holidays; and, prohibit noises from construction activity on Sundays, New Year's Day, Christmas Day, and Thanksgiving Day.

Here is how some of our neighbors regulate this kind of noise:

Holly Springs:

Construction activity allowed from 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on Saturdays.

Cary:

Construction activity allowed Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. or between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays and holidays which are observed by the state.

Raleigh:

Construction activity allowed between the hours of 7:00 a.m. and 8:30 p.m. daily.

Morrisville:

In any residentially zoned area of the town or within 1,000 feet of any occupied residential structure in all zoning districts of the town:

- 1) Operating a front-end loader or other truck for refuse collection allowed Monday through Saturday between the hours of 7:00 a.m. and 8:00 p.m.
- 2) Construction activity allowed between the hours of 7:00 a.m. and 9:00 p.m., Monday through Saturday. Commercial construction on Sunday is prohibited except where permitted by the Town Manager.

Wake Forest

In any residentially zoned area of the town or within 300 feet of any occupied residential structure in all zoning districts of the town:

- (1) Operating a front-end loader or other truck for refuse collection allowed Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m.
- (2) Construction activity allowed Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. and between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays and Sundays.

Attachments

- Proposed Ordinance Amendment



ORDINANCE NO. 2020-0818-18

**AN ORDINANCE TO AMEND SECTION 14-33 OF THE CODE OF ORDINANCES OF
THE TOWN OF APEX**

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

Section 1. The definition of “Construction” in Section 14-29 of the Code of Ordinances of the Town of Apex is hereby amended as follows with additions shown as bold underlined text and deletions shown as struck-through text:

Construction means on-site erection, fabrication, installation, alteration, **repair**, demolition, or removal of any structure, facility or addition thereto including all related activities including, but not restricted to, clearing of land, earth moving, blasting and landscaping. **Construction does not include owner occupied residential projects completed solely by the property owner and which do not require a building permit.**

Section 2. Subsection (7) of Section 14-33 of the Code of Ordinances of the Town of Apex is hereby amended as follows with additions shown as bold underlined text and deletions shown as struck-through text:

Sec. 14-33. - Other prohibited noises.

The following acts are specifically declared to be unreasonably loud, annoying, frightening, loud or disturbing noise, the emission of which shall be unlawful:

- (7) **The creation of loud and excessive noise from construction activities**
~~The erection (including excavating), demolition, alteration or repair of any building or other structure~~ in a residential or business district **Monday through Friday** between the hours of ~~8:30~~ **7:00 p.m.** and 7:00 a.m., or ~~on Saturdays and holidays observed by the state between the hours of 7:00 p.m. and 9:00 a.m., or~~ at any time on **Sundays and** the following holidays: New Year's Day, Thanksgiving **Day**, or Christmas **Day**, except by permit from the building inspector when, in his opinion, such work will not create objectionable noise. The building inspector may permit emergency work in the preservation of public health or safety at any time.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any part of this ordinance shall be adjudged invalid, such adjudication shall apply only to such part so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 4. This ordinance shall take effect on January 1, 2021.

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: CLOSED SESSION

Meeting Date: August 18, 2020

Item Details

Presenter(s): Mayor Pro Tem Dozier

Department(s): Town Council

Requested Motion

Possible motion to go into Closed Session to discuss a personnel matter.

Approval Recommended?

Yes

Item Details

Attachments

- N/A

