Wilson, Donna

From: Brinchek, W. Michael (Mike) <BrinchekWM@cdmsmith.com>
Sent: Monday, February 06, 2012 10:03 AM
To: Wilson, Donna
Cc: Eric.Staehle@co.wake.nc.us; John.Roberson@wakegov.com; Buckley, J. Brenan
Subject: North Wake Landfill Development
Attachments: 06-FEB-2012 - Donna Wilson.pdf

Donna,

Attached is a letter notification regarding the future development at the North Wake Landfill. As indicated in the letter, the development is within the limits of the North Wake Landfill Borrow Property with the exception of 6.44 acres located within North Wake Landfill Property Boundary limits. We believe the property development is in alignment with the 2009 Post-Closure Modification, which is why we are providing this information as a notification only. If you need any additional information, or would like to discuss this further please contact me at your earliest convenience.

Regards,

Mike

W. Michael Brinchek, P.E., BCEE | Senior Project Manager | CDM Smith | 5400 Glenwood Avenue, Suite 300
Raleigh, NC 27612 | T/F: 919.325.3502 | C:919.605.0639 **|** brinchekwm@cdmsmith.com | cdmsmith.com

CDM Smith
5400 Glenwood Ave, Ste 300
Raleigh, North Carolina 27612
tel: 919.325.3500
fax: 919.781.5730

February 06, 2012

Ms. Donna J. Wilson
Environmental Engineer
North Carolina Department of Environmental and Natural Resources
Division of Waste Management
Permitting Branch, Solid Waste Section
1646 Mail Service Center
Raleigh, NC 27699-1646

Subject: Wake County, North Carolina
North Wake Landfill
Post Closure Notification – Property Modifications

Dear Donna:

On behalf of Wake County, CDM Smith is providing notification to the North Carolina Department of Environment and Natural Resources, Division of Waste Management, Solid Waste Section (SWS) of the proposed development for Phase 2 of the North Wake Landfill Master Plan.

The Phase 2 development limits are shown on Figure 1 and include athletic fields, playgrounds, a community center and a new elementary school within what has been previously identified as the North Wake Landfill (NWLF) Borrow Area. Generally, this area resides outside the permitted NWLF property boundary, with the exception of 6.44 acres identified as Area 4 on sheet Co 3, provided in **Attachment 1**.

The intent of this letter correspondence is to notify the SWS of the proposed development within the NWLF Property Boundary, specifically the development occurring within Area 4. The proposed development within Area 4 includes portions of three athletic fields and a stormwater detention basin and is part of the City of Raleigh Parks and Recreation development.

As a result of the property becoming part of the City's planned development; Wake County and the City of Raleigh have entered into an Interlocal Agreement, which is included in **Attachment 2.** As identified in Article 10 of the ILA, the County does not intend to sell this property since it is within the original NWLF property limits, and instead, intends to lease this portion of the development for a term of 40 years.

CDM Smith has reviewed the ILA and the proposed development provided by CLH on behalf of the City of Raleigh and Wake County. Based on our review, it appears that the proposed

N C Grid - NAD 83
(1986 Adjustment)

SYMBOL LEGEND	
	LANDFILL CONTROL MONUMENT
	GROUNDWATER MONITORING WELL
	GAS MONITORING WELL
	GAS EXTRACTION WELL
	LEACHATE COLLECTION STUBOUT
	HEADER / LATERAL VALVE
	SIGN
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	BIOMASS REFERENCE NOTE

LINE LEGEND	
	PROPERTY LINE (PL)
	PL (NOT SURVEYED)
	EASEMENT LINE
R/W	RIGHT-OF-WAY LINE
	CENTERLINE OF BRANCH
	RIPRAP
	TREELINE
	TREELINE (PER AERIAL)
	CHAIN-LINK FENCE
	STORM DRAINAGE PIPE
	CONTOUR MAJOR
	CONTOUR MINOR

1" = 200'
100 0 200

NOTES:

1. SURVEY INFORMATION IS BASED ON DATA PROVIDED BY TAYLOR WISEMAN & TAYLOR; THALLE CONSTRUCTION AS PART OF THE NORTH WAKE LANDFILL PHASE 2 FINAL CLOSURE AS-BUILTS; AND CT WILSON AS PART OF THE NORTH WAKE LANDFILL PARK AS-BUILTS.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: P. STOUT
DRAWN BY: P. STOUT
SHEET CHK'D BY: M. BRINCHEK
CROSS CHK'D BY:
APPROVED BY:
DATE: JAN 2012

CDM Smith
CDM SMITH, INC
5400 Glenwood Avenue, Suite 300
Raleigh, NC 27612 | Tel: (919) 787-5620
NC License No. F-0412

WAKE COUNTY, NORTH CAROLINA

NORTH WAKE LANDFILL DEVELOPMENT

SITE MAP

PROJECT NO. 6172-
FILE NAME: FIG-1
SHEET NO.
FIG-1

SITE PLAN REVIEW - NOT FOR CONSTRUCTION

Xref's: [CDMS_2234] Images: []
Last saved by: STOUTWP Time: 1/31/2012 3:39:54 PM
C:\Documents and Settings\stoutwp\My Documents\Wake County\SITE-MASTER-r2004(WPS_REV).dwg
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development will not impact the NWLF or compromise the health and safety of the citizens accessing the proposed development given the physical barrier provided by Bounce Creek coupled with site fencing and the existing forested buffer. CDM Smith also believes that the natural barrier provided by Bounce Creek should eliminate the potential for contaminant and gas migration into the development area and the need for any additional monitoring; however, monitoring wells north of Bounce Creek, between the NWLF and Phase 2 development, will continue to be monitored in accordance with post-closure requirements and to ensure contaminant and gas migration will not impact development.

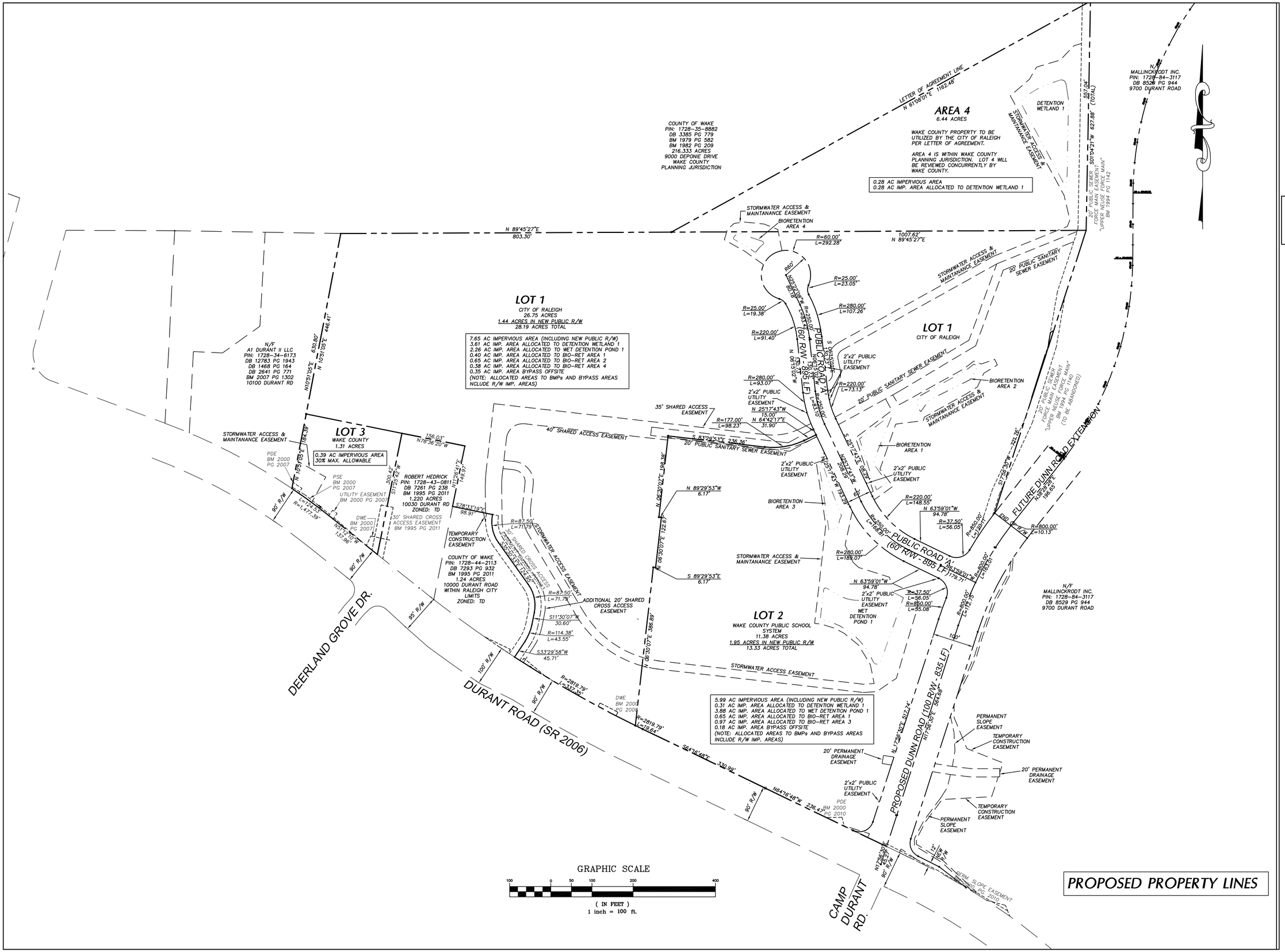
Based on the information provided herein, CDM Smith believes that the proposed development is consistent with the approved September 2009 Post-Closure Plan Modification and does not interfere with the County's current or future post-closure monitoring at the NWLF. Should you have any questions or need any additional information to make your determination, please contact me at your earliest convenience.

Very truly yours,

W. Michael Brinchek, PE, BCEE
Senior Project Manager
CDM Smith, Inc.

cc: E. Staehle, WC
J. Roberson, WC
B. Buckley, CDM Smith

Attachment 1



CITY OF RALEIGH PARKS AND RECREATION
AND WAKE COUNTY PUBLIC SCHOOL SYSTEM

DUNN ROAD COMMUNITY CENTER AND E-20 ELEMENTARY SCHOOL

DURANT ROAD
RALEIGH, NC 27614

ARCHITECT

PBC+L ARCHITECTURE

Pearce Brinkley Cease + Lee
333 Fayetteville St. Suite 1000
Raleigh, North Carolina 27601
p.(919)836.9751 f.(919)836.1751

SEALS

NORTH CAROLINA PROFESSIONAL SEAL 23953 ENGINEER KENNETH A. LORING 7/12

FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION

CONSULTANT

CLH DESIGN, P.A.
400 Regency Forest Drive
Suite 120
Cary, North Carolina 27518
Phone: (919) 319-6716
Fax: (919) 319-7516
LA: C-106
PE: C-1595

SUBMITTAL

PRELIMINARY SUBDIVISION REVIEW

15 NOV 11

1	1/9/12	1ST ROUND REVIEW

SHEET

PROPOSED PROPERTY PLAN

C0.3

PROJECT NUMBER
PBC+L 1597

Attachment 2

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INTERLOCAL AGREEMENT FOR PROGRAMMING AND PLANNING A SCHOOL AND OTHER PUBLIC FACILITIES IN RALEIGH, NC

THIS AGREEMENT made and entered into this the 2nd day of August, 2010 by and between the City of Raleigh ("the City"), The Wake County Board of Education ("the Board") and the County of Wake, North Carolina ("the County").

WITNESSETH:

WHEREAS, the County currently owns 5 contiguous parcels of property consisting of approximately 42.98 acres located on Durant Road, Raleigh, NC, identified as Wake County Pin # 1728532894, Pin # 1728530923, Pin #1728436926, PIN # 1728442113 and PIN # 1728349104 ("the Property") ; and

WHEREAS, the County is currently utilizing the Property as a borrow area associated with the operations of the North Wake Landfill (the "NWLF); and

WHEREAS, the County has completed the closure of the NWLF and ceased all activities associated with the landfill operation, with the exception of monitoring on the Property; and

WHEREAS, the County in cooperation with the City, the Board of Education and the surrounding community developed and funded a Conceptual Master Plan that includes an elementary school, community center, park improvements and Emergency Medical Services (EMS) facility; and

WHEREAS, It is the desire of the County to work with the City and Board to implement the Conceptual Master Plan and utilize the Property for the location of a new elementary school, City community center and park improvements, and a County EMS facility; and

WHEREAS, to insure the most efficient use of the Property resulting in savings in the overall cost of site development, the City, the Board, and the County desire to enter into an agreement to finalize the programming and to determine the apportionment of costs of implementing the specific

uses identified above; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The City, County and Board shall jointly review and agree upon the programmatic uses of the Property and agree to make reasonable good faith efforts to follow the Conceptual Master Plan for the Property. It is agreed that the Conceptual Master Plan shall include the following proposed design features: an 800 student capacity elementary school and related program areas; a comprehensive community center and active and passive recreation areas that may include open play fields, ball fields, multipurpose/football fields, restrooms, picnic shelters, playgrounds, trails, skate park, parking facilities and other amenities; and a Wake County Emergency Medical Services facility. These uses are generally depicted within Area A on the attached Exhibit A, entitled "North Wake Landfill Post Closure Master Plan".

2. The City, County and Board shall jointly participate in the preparation of planning and programming studies and reporting documents to address transportation, utilities, shared drives and parking, low impact design/sustainable site and green building opportunities and other planning and design issues and jointly approve a Development Plan and schedule for the proposed joint development of the Property. These documents shall provide a listing and cost estimates for those activities that need to be completed initially for the joint development of the Property and develop a funding schedule for the implementation of the Development Plan by the County, City and Board. In furtherance thereof, County shall provide to City and Board such plans and specifications as are reasonably available related to the expected site conditions at the time of completion of construction activity on the Property related to closure of NWLF. The Board, City and County shall work cooperatively to select and mutually agree upon consultants for the services identified above. Each parties proportionate share of the costs of these services shall be mutually agreed upon by

all parties and each party shall contract separately and independently with the selected consultant for providing these services.

3. It is agreed that the City, County and Board shall share the cost of the studies and reporting document preparation described in Section 2 to this agreement in such proportions as mutually agreed upon. The parties to this agreement agree to provide funding for their share of these services in an amount, time and manner consistent with the parties plans for contracting and completion of the work and the terms and conditions of the consultant agreements.

4. The Development Plan with cost estimates, funding apportionments and development schedule shall be presented to the City Council, County Commissioners and Board of Education for approval. Upon approval of the Development Plan, the City, County and Board shall mutually agree upon the potential location of the boundary lines separating the property required for the elementary school (School Parcel), the City park (Park Parcel) and the County EMS facility (EMS Parcel). In the event a roadway serves as a boundary element, the parcel boundary line shall be located at the centerline thereof, unless the parties agree to otherwise. The costs of such professional surveying services as are necessary for the preparation of a recombination map of the Property and the establishment of road rights-of-way for recordation in the Wake County Registry shall be shared proportionately by the parties as mutually agreed upon. Dependent upon the development schedules of the parties to this agreement, one party (Contracting Party) shall assume the primary responsibility for contracting for these services. The cost of such services shall be mutually agreed upon by all parties prior to the Contracting Party entering into an agreement with the consultant for providing these services. The parties to this agreement agree to provide funding for their share of these services in an amount, time and manner consistent with the Contracting Party's plans for completion of the work and the terms and conditions of the consultant agreements.

5. Upon approval of the Development Plan, the Board, City and County shall enter into a Development Agreement to determine and agree upon the scope of work, costs, funding apportionment, schedule, and responsibilities of the parties with respect to the design and construction of improvements to be jointly utilized and funded by the respective parties. The

mutually beneficial infrastructure and site improvements shall be designed and bid as alternates by the appropriate party, as determined by the development schedules of the parties, as a part of the contract for their respective facilities. Consultant fees and construction bids received for jointly funded work shall be mutually agreed upon by all parties prior to execution of any agreements or contracts. Upon receipt of bids, the parties shall review the alternate bids received, and shall promptly notify the Contracting Party regarding the acceptance of the infrastructure and/or site improvement bid alternates and the proportionate share of each parties cost.

6. The City intends to follow the County Conceptual Master Plan in the development of the pubic recreation elements on this site. The Raleigh City Council has agreed to pursue the conceptual planning of a comprehensive community center with the Board.

7. The City acknowledges its intention to complete design and construction of the recreation fields within five years of execution of this Agreement. Notwithstanding anything to the contrary in this Agreement, if commencement of construction of recreation fields by the City as contemplated by this Agreement has not occurred within five years of execution of this Agreement, the County may, in its sole and absolute discretion, (i) negotiate and grant an extension to the City, or (ii) terminate this agreement. If this Agreement is terminated, the City agrees to convey the property back to the County and the County agrees to fully reimburse the City the full acquisition cost but without any accrued interest.

8. The City agrees to enter into a joint use agreement with the North Raleigh Athletic Association (NRAA) for use of the multi-purpose fields in accordance with the terms and conditions as agreed upon by and between the City and NRAA and approved by the Raleigh City Council on May 5, 2009 herein attached as Exhibit B

9. It is the intent of the County to convey to the City the Park Parcel as identified on the Conceptual Master Plan required for purposes of constructing a community center, park improvements and recreational amenities. This conveyance shall be made in consideration of a purchase price of $54,000 per acre for the acreage determined by final survey and identified as the City's future park site tract upon the recombination map of the Property

described in Section 4 hereinabove, and subject to terms and conditions to be mutually agreed upon by the City and County.

10. A portion of the recreational fields area as depicted on the Conceptual Master Plan is located within the permitted boundaries of the NWLF. Due to the permitting requirements, the County cannot convey this portion of the Property to the City. It is the County's intent to lease this portion of the recreational fields to the City for a term of 40 years, and subject to terms and conditions to be mutually agreed upon by the City and County.

11. It is the intent of the County to convey to the Board the School Parcel as identified on the Conceptual Master Plan required for purposes of constructing a new elementary school. This conveyance shall be made in consideration of a purchase price of $54,000 per acre for the acreage determined by final survey and identified as the Board's future school site tract upon the recombination map of the Property described in Section 4 hereinabove, and subject to terms and conditions to be mutually agreed upon by the County and Board.

12. It is the intent of the County to reserve the EMS Parcel as identified on the Conceptual Master Plan for purposes of constructing a new EMS facility.

13. If it is determined that joint use of specified facilities within the Conceptual Master Plan are desired, the County, City and the Board as appropriate agree to enter into a Joint Use Agreement supplementing this Agreement which will provide for shared use of specified facilities and set forth the terms and conditions associated with the use, operation and maintenance of the improvements for a period of no less than twenty-five (25) years.

14. The term of this Interlocal Agreement shall commence upon execution by all parties hereto and shall conclude twenty five (25) years from execution of this Agreement, unless sooner terminated in accordance with this agreement or subsequent modification hereto, or upon expiration of any subsequent Joint Use Agreement authorizing the City, Board and County to use specified facilities within the Conceptual Master Plan, unless sooner terminated in accordance with this agreement or any subsequent modification hereto.

15. All parties to this Agreement acknowledge that this Interlocal Agreement does not

and is not intended in any way to diminish the Board's authority to select a school site, choose building designs, establish school programs, and operate its schools independently in its discretion.

16. If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign immunity and is not inconsistent with the County's "Resolution Regarding Limited Waiver of Sovereign Immunity" attached hereto as Exhibit D, the City, County and Board will and hereby agree to indemnify and save one another harmless against and from all claims, by or on behalf of any person, firm or other legal entity, arising from this Agreement and attributed to the action or inaction of the respective agents of each party.

17. This Agreement may be amended by written agreement consented to by all parties.

IN WITNESS WHEREOF, the Boards of the respective Parties have approved this agreement and have caused it to be signed by the Chairman of each Board and attested to by the Secretary or Clerk of that Board, the year and day first written above.

The Wake County Board of Education

Attest: _____ Secretary

By: _____

Ronald A. Margiotta, Chair

[SEAL]

City of Raleigh, Mayor

Attest: _____

By: _____

Gail Smith, Clerk

Charles C. Meeker, Mayor

[SEAL]

Wake County Board of Commissioners

Attest: _____

By: _____

Susan Banks, Clerk

Tony Gurley, Chairman

[SEAL]

Approved As To Form:

County Attorney

Approved As To Form:

Legal Counsel, Board of Education

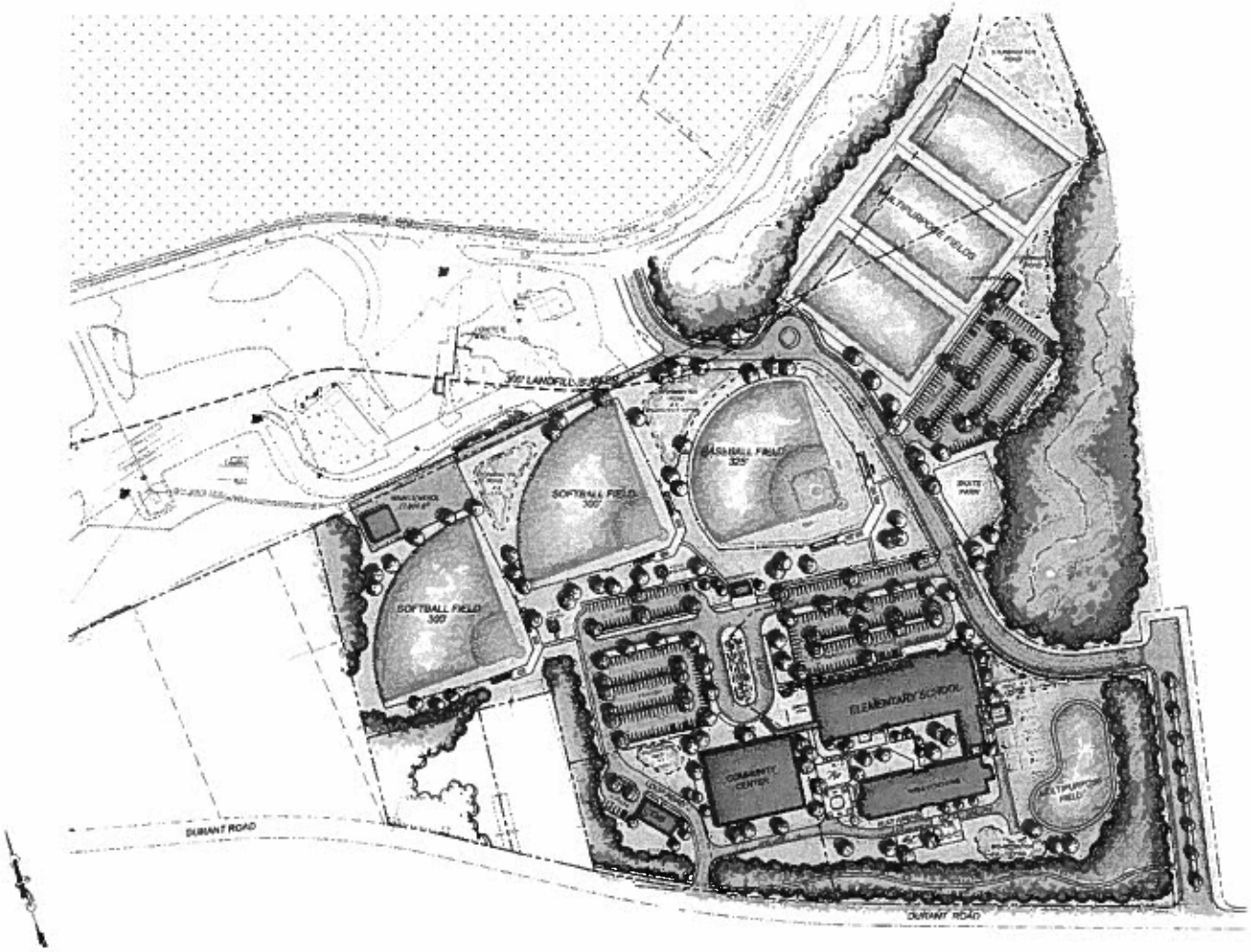
Approved As To Form:

Pam Emby, Paralegal 06-25-10

City Attorney

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

Finance Officer, Wake County



SCHEMATIC DESIGN

POST-CLOSURE MASTER PLAN UPDATED

Wake County, NC

GRAPHIC SCALE

WAKE COUNTY

WAKE COUNTY

Date: 9-17-08

PBC+L

Exhibit A: North Wake Landfill Post Closure Master Plan

Exhibit B: North Raleigh Athletic Association (NRAA) Joint Use Agreement

City Of Raleigh
North Carolina

CHARLES MEEKER
MAYOR

MEMORANDUM

VIA E-MAIL

TO: **Russ Stephenson**
Rodger Koopman

FROM: **Charles C. Meeker** CCM

DATE: **April 24, 2009**

RE: **North Raleigh Landfill – Post-Closure Master Plan**

Since our conversation Tuesday afternoon, I have talked both with Joe Bryan, Wake County Commissioner, and Doug Herakovich of NRAA. Based on these discussions, the best proposal that I have been able to negotiate is set forth below. This proposal is acceptable both to Mr. Bryan and Mr. Herakovich.

1. The Baileywick Field will be available to the NRAA from August 1 until December 1 each year until the three new fields open at the landfill site.

2. The NRAA will have use of two fields at the landfill site for four years from August 1 until December 1 each year. The NRAA will (a) pay the normal usage fees and (b) work with City staff to schedule other groups into these fields, assuming the field conditions allow such play.

3. After the four years have elapsed, the NRAA will then become eligible to apply for the City fields under normal City policies and will not under this agreement be entitled to the two landfill fields.

4. Since approximately half of the land for the fields must be retained by the County for a period of 30 years in regard to the landfill, the County will lease this part of the landfill site to the City at a nominal rate. The rest of the land for the fields and site will be purchased by the City from Wake County at the agreed-upon price.

TELEPHONE: 919.890.3050
OFFICES • 222 WEST HARGETT STREET • POST OFFICE BOX 590 • RALEIGH, NORTH CAROLINA 27602
RECYCLED PAPER

After you have had a chance to review this memorandum, please check with me to let me know of your concurrence.

CCM:act

cc: Russell Allen, City Manager

PPAB 1557752v1

ENCUMBERED

PROVISIONS FOR THE PAYMENT OF THE MONEYS TO FALL DUE UNDER THIS AGREEMENT HAS BEEN MADE BY AN APPROPRIATION DULY MADE, OR BY BONDS OR NOTES DULY AUTHORIZED, AS REQUIRED BY THE LOCAL GOVERNMENT ACT.

Janice Copeland	06-21-10
CITY ACCOUNTANT	DATE
N/A	0.00

CODE _____ $ _____