

**CITY OF RALEIGH**  
**REQUEST FOR ENCROACHMENT AUTHORIZATION**

**TO:** Ruffin L. Hall  
City Manager

**FROM:** Richard L. Kelly  
Interim Public Works Director

**DATE:** January 6, 2016

<u>Location:</u>	Lane Street, Harrington Street, Renfrow Road, Dixon Drive, Snelling Road, Northbrook Drive, North Hills Drive, Hodges Street, Wydliff Road, Lake Boone Trail, and Oberlin Road
<u>Type of Encroachment:</u>	Fiber optic cable and one pole set
<u>Owner of Encroaching Facility:</u>	Fiber Technologies Networks, LLC 300 Meridian Centre, Suite 200 Rochester, NY 14618
<u>Reason for Request:</u>	Installation of fiber optic cable and one pole set
<u>Impact of Encroachment on Right-of-Way:</u>	No impacts are anticipated.

Recommended Council Action:

Approve the encroachment subject to completion of a liability agreement, and documentation of proof of insurance by the applicant.



# Planning & Development

**Public Works Department**  
**Transportation Field Services Division**  
 One Exchange Plaza  
 1 Exchange Plaza, Suite 304  
 Raleigh, North Carolina 27601  
 Phone 919-996-2410

## Major Encroachment Application

<b>Date:</b> 12/18/2015	<b>Transaction #</b>	<b>Submittal deadline</b>
<b>Reviewed by the Encroachment Committee on</b>		<b>Submitted to City Council for approval on</b>
<b>Applicant Information</b>		
<b>Owner:</b> Fiber Technologies Networks, L.L.C.		
<b>Address:</b> 300 Meridian Centre, Suite 200, Rochester, NY		<b>Zip Code:</b> 14618
<b>Phone:</b> 585-445-5874	<b>Fax #:</b> 585-568-8498	<b>Email:</b> nkarras@lighttower.com
<b>Tenant</b>		
<b>Address</b>		<b>Zip Code</b>
<b>Phone</b>	<b>Fax #</b>	<b>Email</b>
<b>Project Contact Person:</b> Jeff Davis, Project Manager		
<b>Phone:</b> 585-445-5814	<b>Fax #</b>	<b>Email:</b> jdavis@lighttower.com
<b>Encroachment Information</b>		
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>	
A – Oberlin Rd		
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>	
A — Oberlin Rd - Aerial is Approximately 8,818'		
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>	
<b>4</b>	<b>Timetable and Method of Installation:</b>	
TBD		
<b>5</b>	<b>Duration of Proposed Encroachment:</b>	
Estimated 1/1/2016 – 4/1/2016		
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>	
A – Proposing to work in the ROW to install approximately 8,818' of fiber optic cable to existing utility poles. See attached drawings for further information.		

**Encroachment Information Continued**

**7 Which lots will benefit by proposed encroachment?**

**8 Who will be responsible for long-term maintenance of proposed encroachment?**

Fiber Technologies Networks, L.L.C.

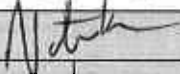
<b>City Use Only</b>	Review, comment and sign off. Please take special note of any impact the proposed encroachment may have on public safety and of any benefits or costs this encroachment would entail.
<b>Inspections</b>	
<b>Planning</b>	
<b>Engineering</b>	
<b>Transportation</b>	
<b>Public Utilities</b>	
<b>Parks &amp; Recreation</b>	
<b>Community Development</b>	
<b>Information Services</b>	
<b>Recommended Insurance Requirements</b>	
<b>Annual Fee @ 48 cents per linear foot (transmission devices only) \$</b>	<b>Fee on monthly basis</b>
A license fee of 3.09% of gross revenues will be assessed on fiber optic cable.	



# Planning & Development

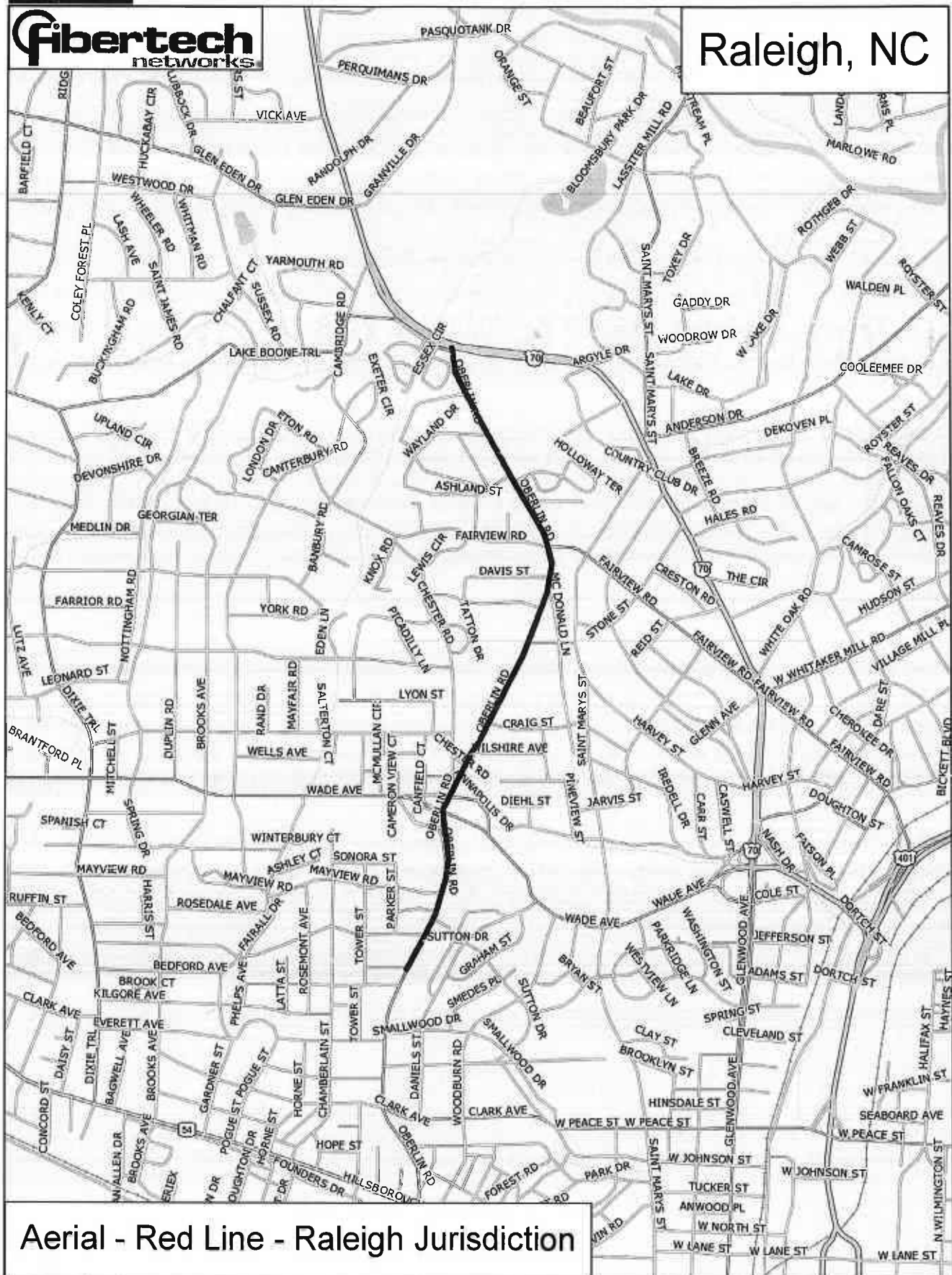
**Public Works Department**  
 Transportation Field Services Division  
 One Exchange Plaza, Suite 727  
 Raleigh, NC 27601  
 phone 919-996-2410 fax 919-516-2681

## Major Encroachment Resolution 1996-153

This resolution establishes typical provisions for encroachment requests.		
Whereas, The City Council receives and approves requests from private property owners, firms, or corporations to encroach upon the public maintained right-of-way;		
Whereas, the City Council desires to establish an orderly process by adopting typical provisions for encroachment requests;		
NOW, THEREFORE, be it resolved by the City Council of the City of Raleigh, North Carolina that decisions regarding encroachment requests shall be made, unless otherwise stated, in consideration of the following criteria:		
Covenants and Agreements		
1	"As Built" drawings are required showing precise location of the encroachment and in the case of utilities, the drawing shall show all location of other utilities in the right of way area.	
2	The owner is responsible for any and all expenditures of labor and materials required in the installation, erection, repair, maintenance, or location of the encroachment.	
3	The owner is responsible for any and all labor, expenses or materials for all future maintenance, repair, removal, or dismantling of encroachment.	
4	The owner is fully responsible for any and all property damage or injury to, or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment.	
5	The owner agrees to hold harmless the City, its officials, Council Members, and employees for any and all liability arising out of such negligence, omission, defect, or other cause of actions; that it will defend and pay all attorney fees in any and all actions brought about as a result of such and it will indemnify the City, its officials, Council Members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment.	
6	Upon approval of encroachment request, the owner shall procure or cause to be procured from a responsible insurance carrier or carriers, authorized in the minimum amount of \$1,000,000 covering full liability for any and all personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair, or visual obstruction of encroachment. Upon execution of the encroachment agreement between the owner and the City, the owner shall furnish to the City a "Certificate of Insurance", for general liability coverage with the minimum amounts as herein mentioned. The owner, during the life of the encroachment shall furnish the City without demand each July, or at the time of expiration as indicated on the "Certificate of Insurance": which is on file with the Zoning Division of the Inspections Department, an updated (original) "Certificate of Insurance" herein mentioned is carried, stating that such compensation is covered by such carriers and showing such insurance to be in full force and effect. In the event of any change in the insurance policy, the owner shall give the City thirty (30) days notice of such change. Should the owner fail to pay premiums upon said insurance, or should owner fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained, the City at its option by written notice may declare this agreement canceled and terminated and all rights acquired hereunder by owner shall thereupon terminate, except owner shall still be responsible for removing the encroachment from the right of way.	
7	The owner agrees as part of the consideration of the signing of its contract that its agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with the reference to the subject matter in the contract, no matter how remote. The owner hereto further agrees in all respects to conform with the provisions and intent of the City of Raleigh North Carolina ordinance No. 1969-889 as amended.	
8	The owner agrees to abide by all applicable statutes and ordinances and shall secure all required permits prior to installation.	
9	The agreement shall not divest the City of any rights or interest in said right of way.	
10	The agreement shall be revocable at will by the Raleigh City Council and the encroachment is subject to removal upon request of the City at the owner's expense.	
11	The agreement shall be binding upon the owner, successors, and assigns, and shall insure to the benefit of the City and its agents.	
12	If applicable, the owner shall secure a "Certificate of Appropriateness", from the Historic District Commission prior to installation.	
13	If applicable, the owner shall contact "One Call Center" 48 hours prior to installation and must stay 10' from existing utilities.	
14	The owner shall avoid damage to adjacent street trees and no concrete wash is to be emptied in tree areas or lawns.	
Owner Signature 		Date 12/18/2015
Adopted: June 4, 1996		Effective: June 4, 1996
Distribution: City Manager Inspections (3) Planning (3)		



# Raleigh, NC



## Aerial - Red Line - Raleigh Jurisdiction

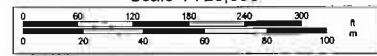
Data use subject to license.

© DeLorme, XMap® 8.

www.delorme.com



Scale 1 : 20,800



1" = 196.8 ft

Data Zoom 13-3



# Planning & Development

**Public Works Department**  
**Transportation Field Services Division**  
 One Exchange Plaza  
 1 Exchange Plaza, Suite 304  
 Raleigh, North Carolina 27601  
 Phone 919-996-2410

## Major Encroachment Application

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<b>Encroachment Information</b>		
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>	
	A – Dixon Dr, Snelling Rd, Millbrook Rd, Northbrook Dr, N Hills Dr	
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>	
	A — Dixon Dr, Snelling Rd, Millbrook Rd, Northbrook Dr, N Hills Dr - Aerial is Approximately 14,532'	
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>	
<b>4</b>	<b>Timetable and Method of Installation:</b>	
	TBD	
<b>5</b>	<b>Duration of Proposed Encroachment:</b>	
	Estimated 1/1/2016 – 4/1/2016	
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>	
	A – Proposing to work in the ROW to install approximately 14,532' of fiber optic cable to existing utility poles. See attached drawings for further information.	

**Encroachment Information Continued**

**7** Which lots will benefit by proposed encroachment?

**8** Who will be responsible for long-term maintenance of proposed encroachment?

Fiber Technologies Networks, L.L.C.

**City Use Only**

Review, comment and sign off. Please take special note of any impact the proposed encroachment may have on public safety and of any benefits or costs this encroachment would entail.

**Inspections**

**Planning**

**Engineering**

**Transportation**

**Public Utilities**

**Parks & Recreation**

**Community Development**

**Information Services**

**Recommended Insurance Requirements**

**Annual Fee @ 48 cents per linear foot (transmission devices only) \$**

**Fee on monthly basis**

A license fee of 3.09% of gross revenues will be assessed on fiber optic cable.



# Planning & Development

**Public Works Department**  
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## Major Encroachment Resolution 1996-153

This resolution establishes typical provisions for encroachment requests.

Whereas, The City Council receives and approves requests from private property owners, firms, or corporations to encroach upon the public maintained right-of-way;

Whereas, the City Council desires to establish an orderly process by adopting typical provisions for encroachment requests;

NOW, THEREFORE, be it resolved by the City Council of the City of Raleigh, North Carolina that decisions regarding encroachment requests shall be made, unless otherwise stated, in consideration of the following criteria:

### Covenants and Agreements

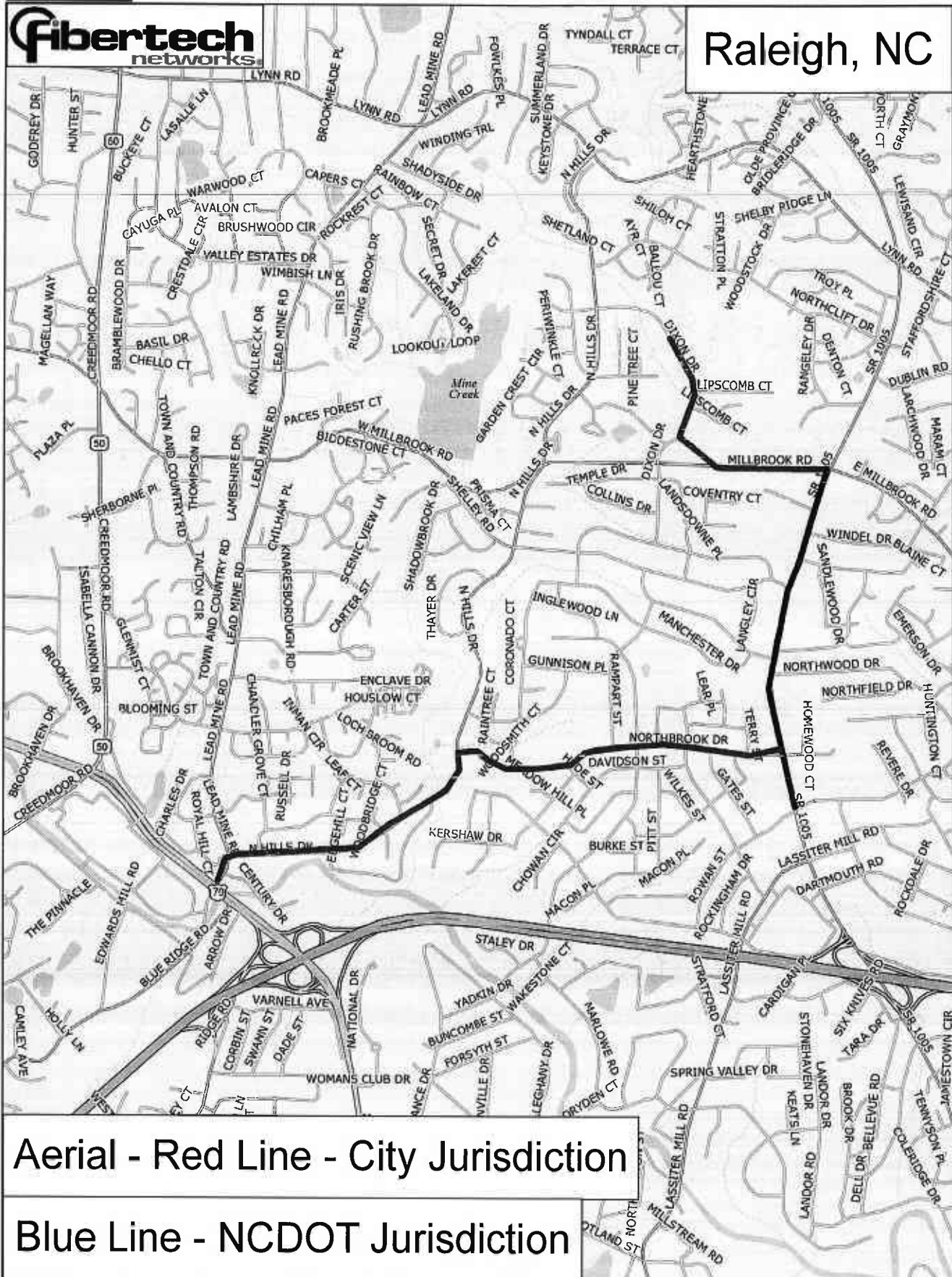
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2	The owner is responsible for any and all expenditures of labor and materials required in the installation, erection, repair, maintenance, or location of the encroachment.
3	The owner is responsible for any and all labor, expenses or materials for all future maintenance, repair, removal, or dismantling of encroachment.
4	The owner is fully responsible for any and all property damage or injury to, or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment.
5	The owner agrees to hold harmless the City, its officials, Council Members, and employees for any and all liability arising out of such negligence, omission, defect, or other cause of actions; that it will defend and pay all attorney fees in any and all actions brought about as a result of such and it will indemnify the City, its officials, Council Members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment.
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13	If applicable, the owner shall contact "One Call Center" 48 hours prior to installation and must stay 10' from existing utilities.
14	The owner shall avoid damage to adjacent street trees and no concrete wash is to be emptied in tree areas or lawns.

<b>Owner Signature</b> <i>N.H. [Signature]</i>	<b>Permits &amp; Applications Administrator</b>	<b>Date</b> 12/18/2015
<b>Adopted:</b> June 4, 1996	<b>Effective:</b> June 4, 1996	<b>Distribution:</b> City Manager Inspections (3) Planning (3)



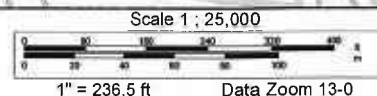


# Raleigh, NC



Aerial - Red Line - City Jurisdiction

Blue Line - NCDOT Jurisdiction





# Planning & Development

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<b>Encroachment Information</b>		
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>	
	A – Hodges St B – Hodges St	
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>	
	A – Hodges St – Aerial is Approximately 103' B – Hodges St – Pole Set is 35'	
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>	
	B – Pole Set depth is set at 5.5' below grade	
<b>4</b>	<b>Timetable and Method of Installation:</b>	
	TBD	
<b>5</b>	<b>Duration of Proposed Encroachment:</b>	
	Estimated 1/1/2016 – 4/1/2016	
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>	
	A – Proposing to work in the ROW to install approximately 103' of fiber optic cable to existing utility poles. See attached drawings for further information. B – Proposing to work in the ROW to install (1) one 35' pole set at 5.5' below grade with fiber optic infrastructure and equipment. See attached drawings for further information.	

## Encroachment Information Continued

**7** Which lots will benefit by proposed encroachment?

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Fiber Technologies Networks, L.L.C.

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**Transportation**

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**Parks & Recreation**

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Fee on monthly basis

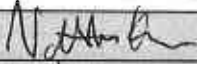
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# Planning & Development

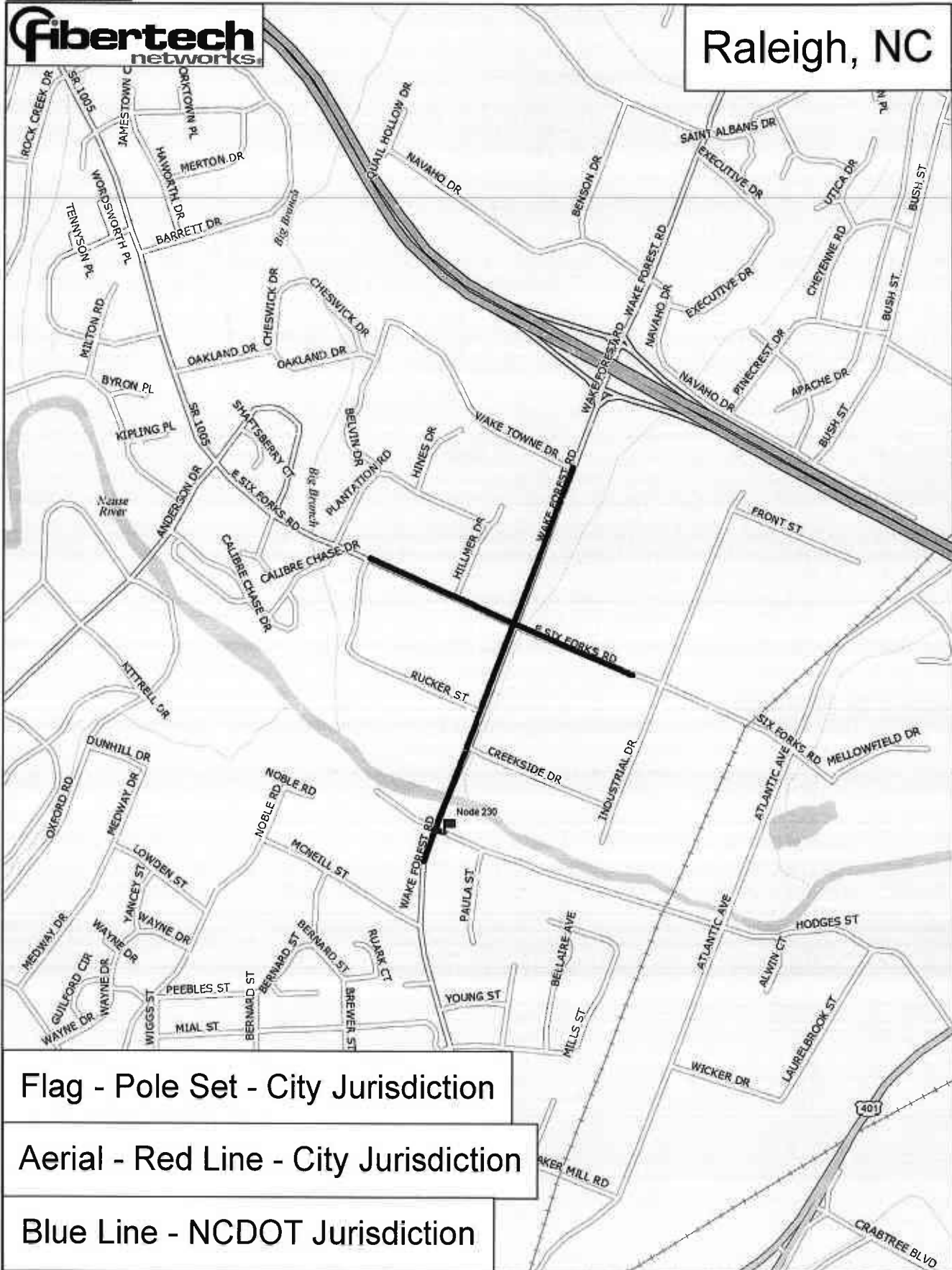
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Owner Signature 		Date 12/18/2015
Adopted: June 4, 1996		Effective: June 4, 1996
Distribution: City Manager Inspections (3) Planning (3)		



# Raleigh, NC



Flag - Pole Set - City Jurisdiction

Aerial - Red Line - City Jurisdiction

Blue Line - NCDOT Jurisdiction

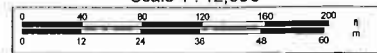
Data use subject to license.

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www.delorme.com



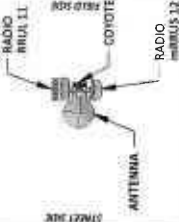
Scale 1 : 12,800



1" = 121.1 ft

Data Zoom 14-0





**PROPOSED TOP VIEW**

AMERICAN COMMUNICATIONS  
 10000 W. CENTRAL EXPRESSWAY  
 SUITE 1000, DENVER, CO 80231

MANUFACTURER  
 VENDOR LOCATIONS

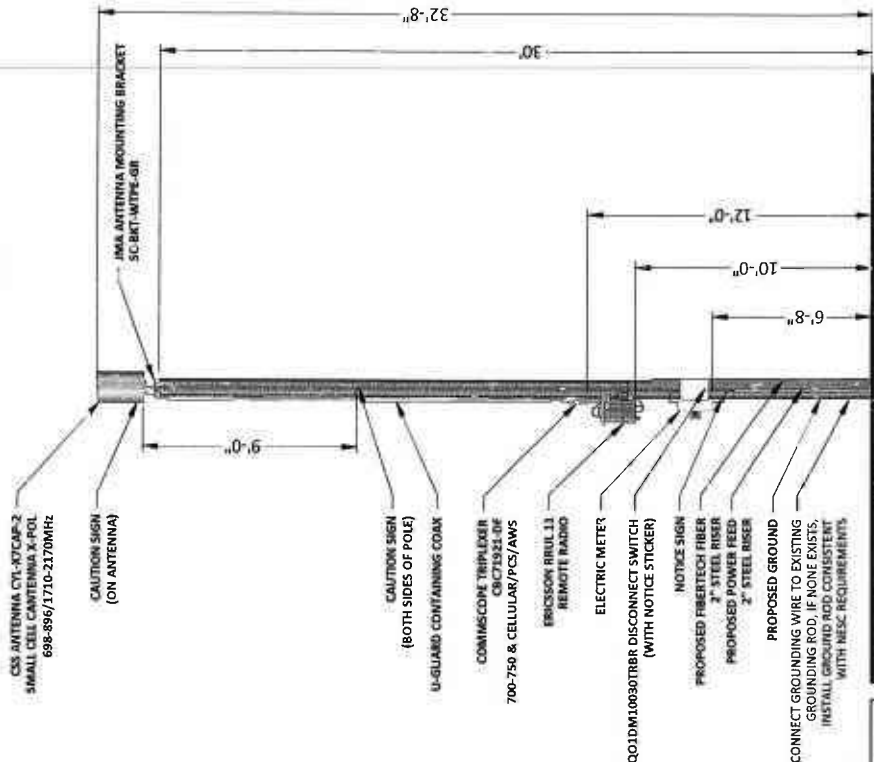
DATE



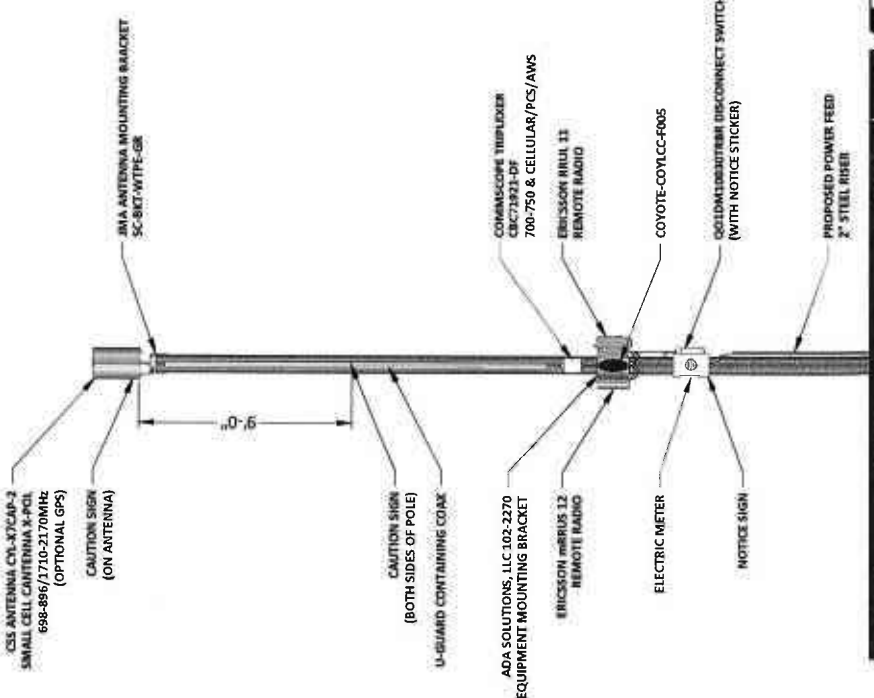
**FIBERTECH SMALL CELL**  
 PROPOSED UNDERGROUND PROFILE

NO.	REVISION	DATE

DATE: 08/11/11	3
DRAWN BY: J. HARRIS	
CHECKED BY: J. HARRIS	
SCALE: 1" = 10'	
PROJECT: 11-00-11	



**PROPOSED PROFILE - SIDE VIEW**  
 FROM ROADSIDE LOOKING UP ROAD



**PROPOSED PROFILE - REAR VIEW**  
 FROM FIELD LOOKING TOWARDS ROAD

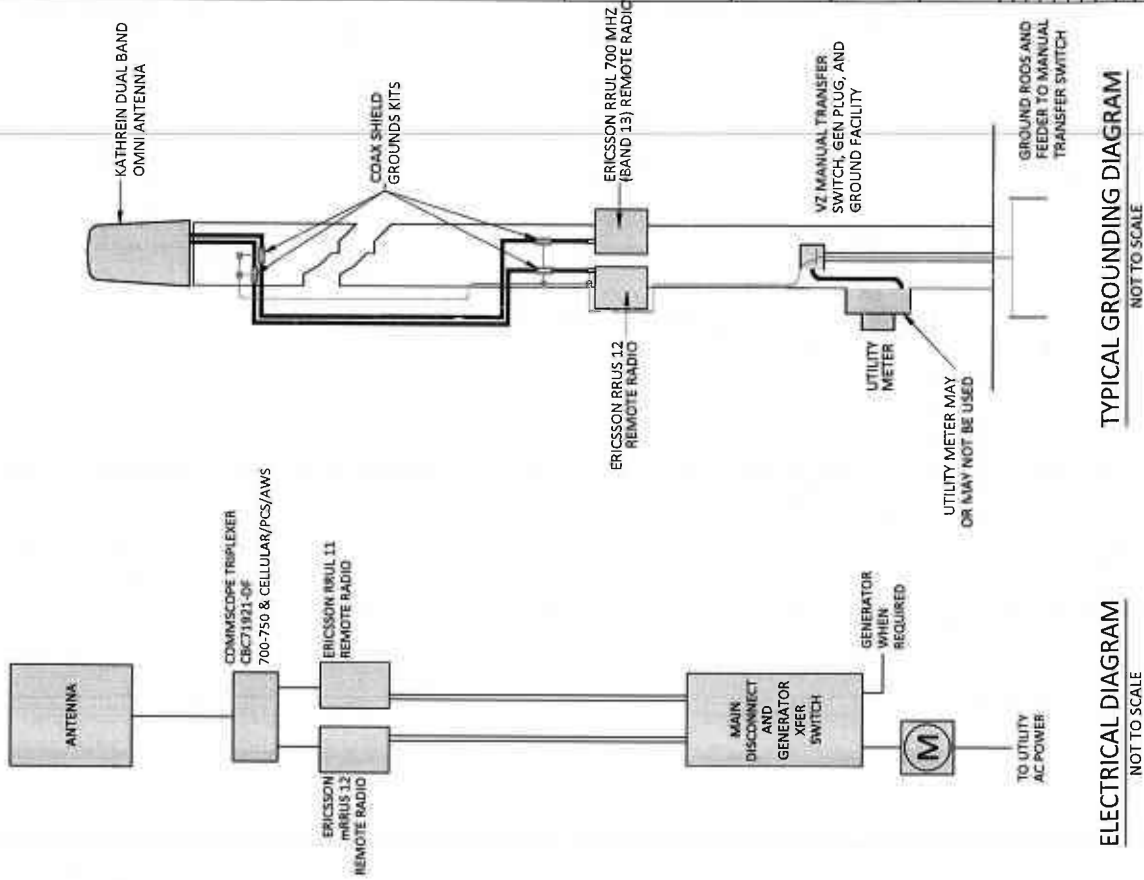




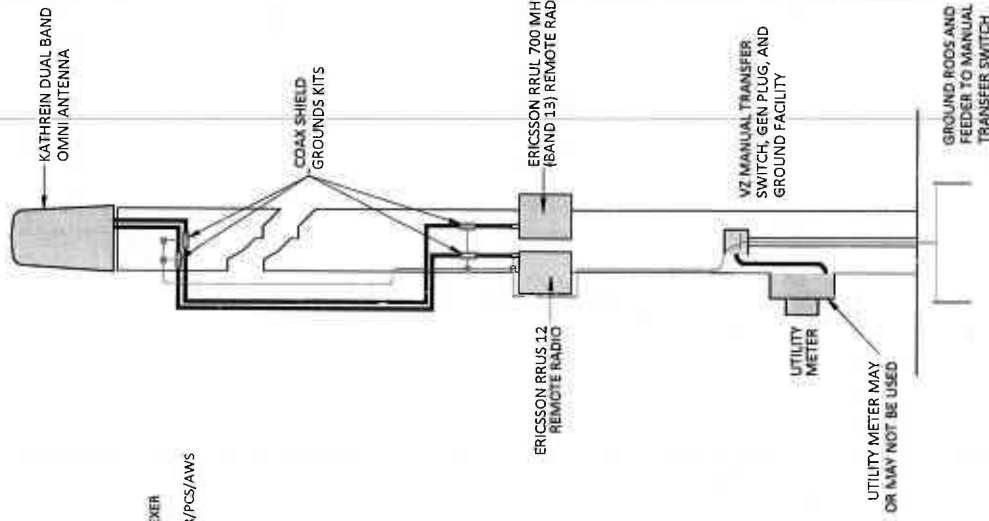
**POLE SIGNAGE**



PROPOSED AERIAL CONFIGURATION  
 PROPOSED UNDERGROUND CONFIGURATION  
 CONCEPTUAL VIEWS



**ELECTRICAL DIAGRAM**  
 NOT TO SCALE



**TYPICAL GROUNDING DIAGRAM**  
 NOT TO SCALE

VARIOUS LOCATIONS



FIBERTECH SMALL CELL  
 SIGNAGE / WIRING DIAGRAMS  
 & CONCEPTUAL VIEWS

REV	DESCRIPTION	DATE





# Planning & Development

**Public Works Department**  
**Transportation Field Services Division**  
 One Exchange Plaza  
 1 Exchange Plaza, Suite 304  
 Raleigh, North Carolina 27601  
 Phone 919-996-2410

## Major Encroachment Application

<b>Date:</b> 12/18/2015	<b>Transaction #</b>	<b>Submittal deadline</b>
<b>Reviewed by the Encroachment Committee on</b>		<b>Submitted to City Council for approval on</b>
<b>Applicant Information</b>		
<b>Owner:</b> Fiber Technologies Networks, L.L.C.		
<b>Address:</b> 300 Meridian Centre, Suite 200, Rochester, NY		<b>Zip Code:</b> 14618
<b>Phone:</b> 585-445-5874	<b>Fax #:</b> 585-568-8498	<b>Email:</b> nkarras@lighttower.com
<b>Tenant</b>		
<b>Address</b>		<b>Zip Code</b>
<b>Phone</b>	<b>Fax #</b>	<b>Email</b>
<b>Project Contact Person:</b> Jeff Davis, Project Manager		
<b>Phone:</b> 585-445-5814	<b>Fax #</b>	<b>Email:</b> jdavis@lighttower.com
<b>Encroachment Information</b>		
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>	
<b>A</b> – W Lane St, N Harrington St, W Jones St, W Morgan St, S Harrington St, S Dawson St, W Cabarrus St, S Saunders St, Prospect Ave, Fayetteville St, Renfrow Rd <b>B</b> – Renfrow Rd		
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>	
<b>A</b> – W Lane St, N Harrington St, W Jones St, W Morgan St, S Harrington St, S Dawson St, W Cabarrus St, S Saunders St, Prospect Ave, Fayetteville St, Renfrow Rd – Aerial is Approximately 19,192' <b>B</b> – Renfrow Rd – Trench is Approximately 24'		
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>	
Trench depth a min. of 36"		
<b>4</b>	<b>Timetable and Method of Installation:</b>	
TBD		
<b>5</b>	<b>Duration of Proposed Encroachment:</b>	
Estimated 1/1/2016 – 3/1/2016		
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>	
<b>A</b> – Proposing to work in the ROW to install approximately 19,192' of fiber optic cable to existing utility poles. See attached drawings for further information. <b>B</b> - Proposing to work in the ROW to trench approximately 24' on City of Raleigh maintained road to place conduit at a min. depth of 36". See attached drawings for further information.		

**Encroachment Information Continued**

**7** Which lots will benefit by proposed encroachment?

**8** Who will be responsible for long-term maintenance of proposed encroachment?

Fiber Technologies Networks, L.L.C.

**City Use Only**

Review, comment and sign off. Please take special note of any impact the proposed encroachment may have on public safety and of any benefits or costs this encroachment would entail.

**Inspections**

**Planning**

**Engineering**

**Transportation**

**Public Utilities**

**Parks & Recreation**

**Community Development**

**Information Services**

**Recommended Insurance Requirements**

Annual Fee @ 48 cents per linear foot (transmission devices only) \$

Fee on monthly basis

A license fee of 3.09% of gross revenues will be assessed on fiber optic cable.



# Planning & Development

**Public Works Department**  
 Transportation Field Services Division  
 One Exchange Plaza, Suite 727  
 Raleigh, NC 27601  
 phone 919-996-2410 fax 919-516-2681

## Major Encroachment Resolution 1996-153

This resolution establishes typical provisions for encroachment requests.

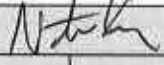
Whereas, The City Council receives and approves requests from private property owners, firms, or corporations to encroach upon the public maintained right-of-way;

Whereas, the City Council desires to establish an orderly process by adopting typical provisions for encroachment requests;

NOW, THEREFORE, be it resolved by the City Council of the City of Raleigh, North Carolina that decisions regarding encroachment requests shall be made, unless otherwise stated, in consideration of the following criteria:

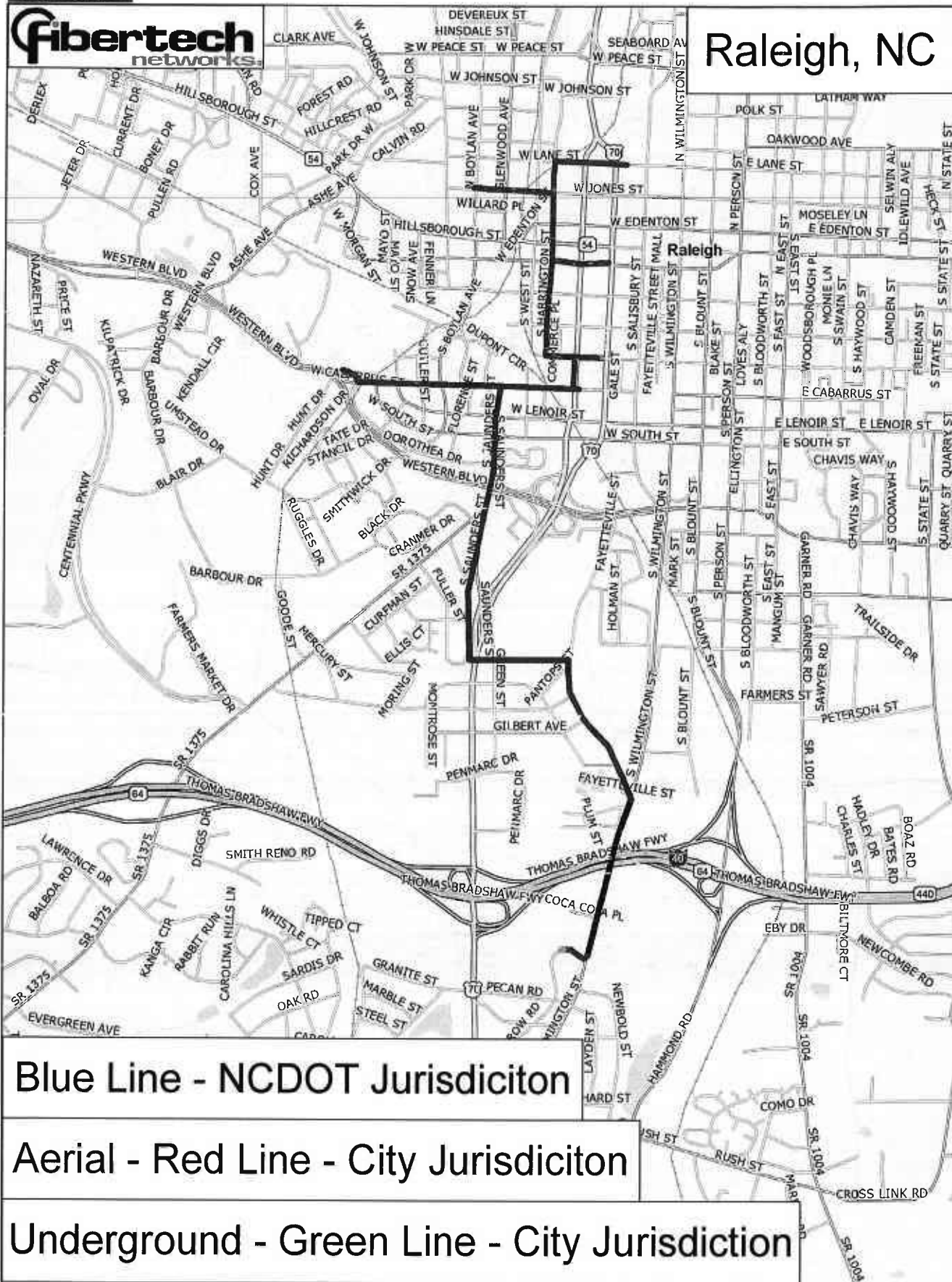
### Covenants and Agreements

1	"As Built" drawings are required showing precise location of the encroachment and in the case of utilities, the drawing shall show all location of other utilities in the right of way area.
2	The owner is responsible for any and all expenditures of labor and materials required in the installation, erection, repair, maintenance, or location of the encroachment.
3	The owner is responsible for any and all labor, expenses or materials for all future maintenance, repair, removal, or dismantling of encroachment.
4	The owner is fully responsible for any and all property damage or injury to, or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment.
5	The owner agrees to hold harmless the City, its officials, Council Members, and employees for any and all liability arising out of such negligence, omission, defect, or other cause of actions; that it will defend and pay all attorney fees in any and all actions brought about as a result of such and it will indemnify the City, its officials, Council Members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment.
6	Upon approval of encroachment request, the owner shall procure or cause to be procured from a responsible insurance carrier or carriers, authorized in the minimum amount of \$1,000,000 covering full liability for any and all personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair, or visual obstruction of encroachment. Upon execution of the encroachment agreement between the owner and the City, the owner shall furnish to the City a "Certificate of Insurance", for general liability coverage with the minimum amounts as herein mentioned. The owner, during the life of the encroachment shall furnish the City without demand each July, or at the time of expiration as indicated on the "Certificate of Insurance": which is on file with the Zoning Division of the Inspections Department, an updated (original) "Certificate of Insurance" herein mentioned is carried, stating that such compensation is covered by such carriers and showing such insurance to be in full force and effect. In the event of any change in the insurance policy, the owner shall give the City thirty (30) days notice of such change. Should the owner fail to pay premiums upon said insurance, or should owner fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained, the City at its option by written notice may declare this agreement canceled and terminated and all rights acquired hereunder by owner shall thereupon terminate, except owner shall still be responsible for removing the encroachment from the right of way.
7	The owner agrees as part of the consideration of the signing of its contract that its agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with the reference to the subject matter in the contract, no matter how remote. The owner hereto further agrees in all respects to conform with the provisions and intent of the City of Raleigh North Carolina ordinance No. 1969-889 as amended.
8	The owner agrees to abide by all applicable statutes and ordinances and shall secure all required permits prior to installation.
9	The agreement shall not divest the City of any rights or interest in said right of way.
10	The agreement shall be revocable at will by the Raleigh City Council and the encroachment is subject to removal upon request of the City at the owner's expense.
11	The agreement shall be binding upon the owner, successors, and assigns, and shall insure to the benefit of the City and its agents.
12	If applicable, the owner shall secure a "Certificate of Appropriateness", from the Historic District Commission prior to installation.
13	If applicable, the owner shall contact "One Call Center" 48 hours prior to installation and must stay 10' from existing utilities.
14	The owner shall avoid damage to adjacent street trees and no concrete wash is to be emptied in tree areas or lawns.

<b>Owner Signature</b> 	<b>Permits &amp; Applications Administrator</b>	<b>Date</b> 12/18/2015
<b>Adopted:</b> June 4, 1996	<b>Effective:</b> June 4, 1996	<b>Distribution:</b> City Manager Inspections (3) Planning (3)



# Raleigh, NC



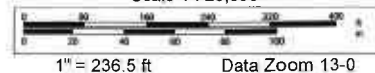
Data use subject to license.

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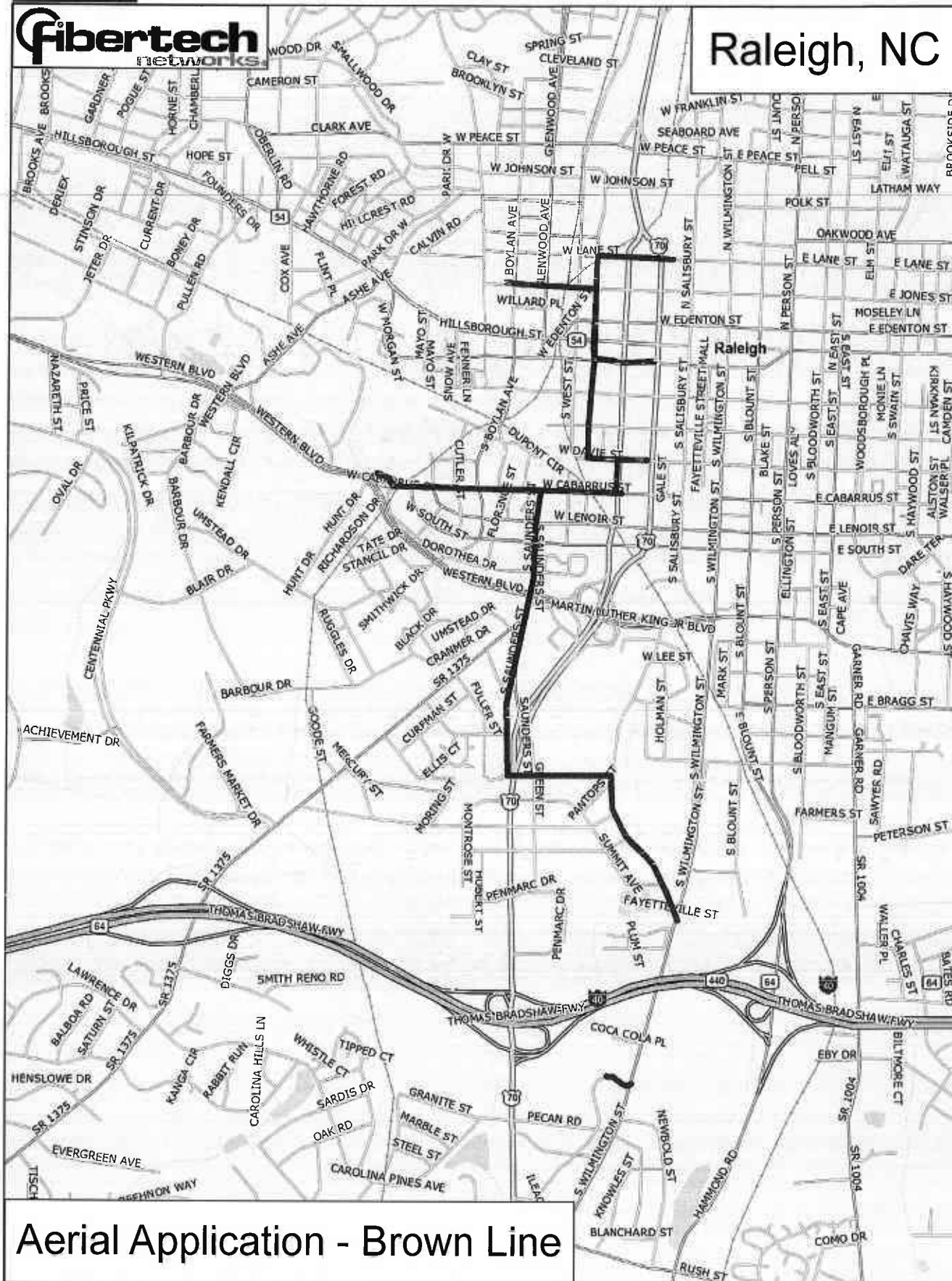


Scale 1 : 25,000





# Raleigh, NC



## Aerial Application - Brown Line

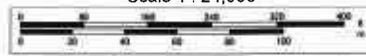
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Scale 1 : 24,000



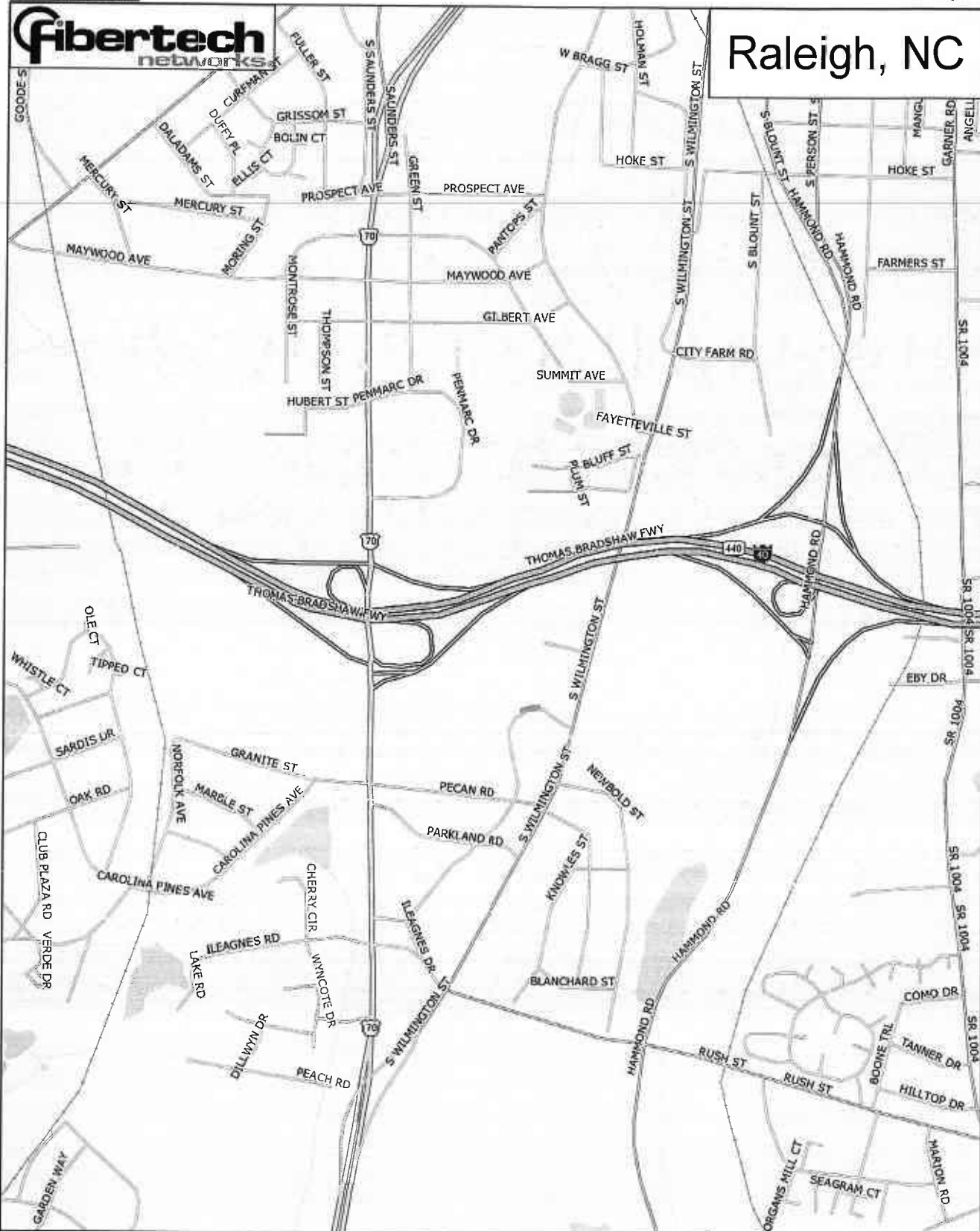
1" = 227.0 ft

Data Zoom 13-1



**Fibertech**  
networks

Raleigh, NC



Underground Application - Green Line

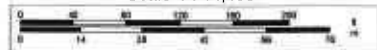
Data use subject to license.

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Scale 1 : 14,400

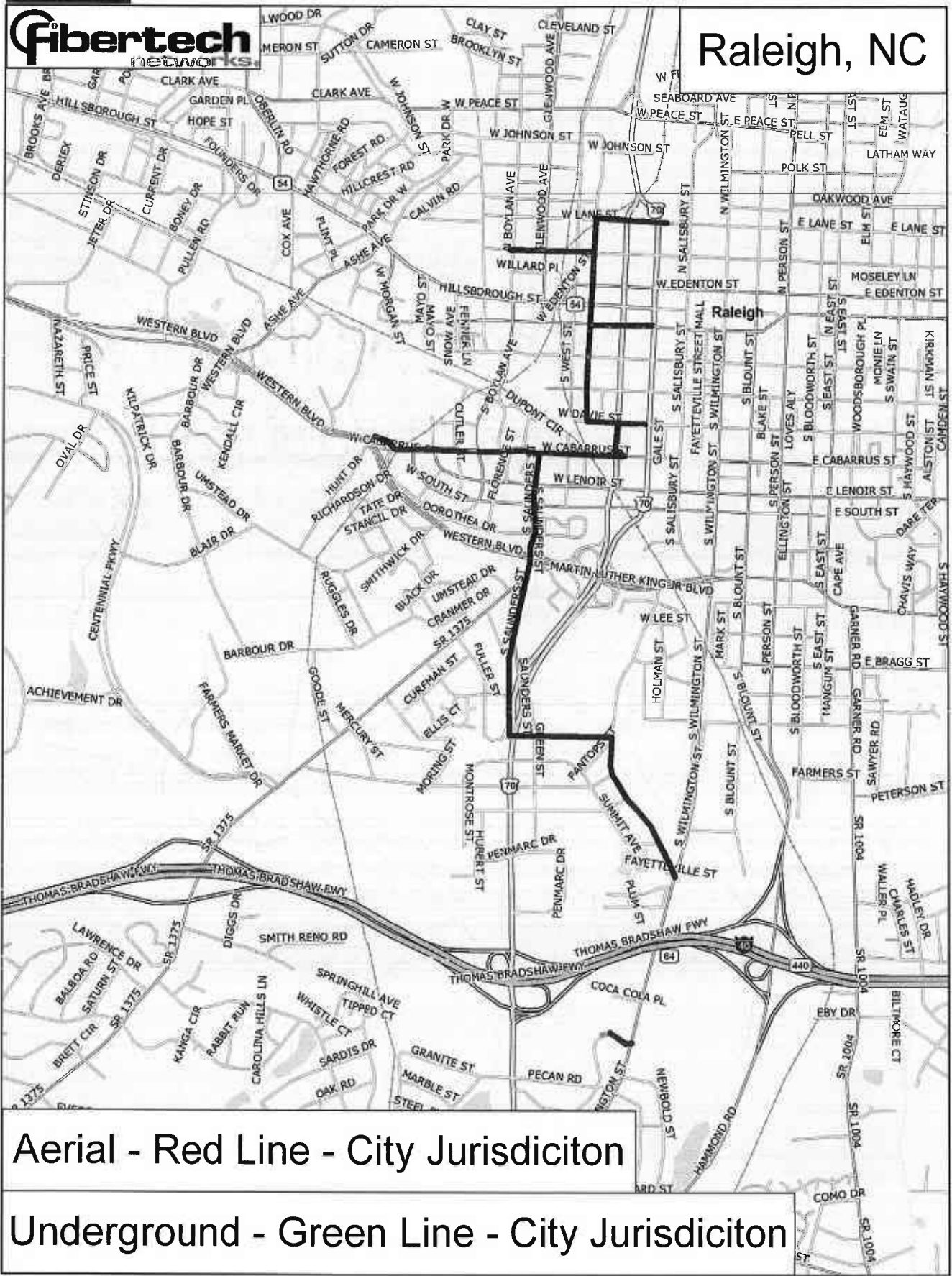


1" = 136.2 ft

Data Zoom 13-7



# Raleigh, NC



Aerial - Red Line - City Jurisdiction

Underground - Green Line - City Jurisdiction

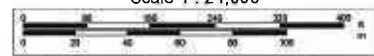
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Scale 1 : 24,000



1" = 227.0 ft

Data Zoom 13-1



# Planning & Development

**Public Works Department  
Transportation Field Services Division**

One Exchange Plaza  
1 Exchange Plaza, Suite 304  
Raleigh, North Carolina 27601  
Phone 919-996-2410

## Major Encroachment Application

<b>Date:</b> 12/18/2015	<b>Transaction #</b>	<b>Submittal deadline</b>
<b>Reviewed by the Encroachment Committee on</b>		<b>Submitted to City Council for approval on</b>
<b>Applicant Information</b>		
<b>Owner:</b> Fiber Technologies Networks, L.L.C.		
<b>Address:</b> 300 Meridian Centre, Suite 200, Rochester, NY		<b>Zip Code:</b> 14618
<b>Phone:</b> 585-445-5874	<b>Fax #:</b> 585-568-8498	<b>Email:</b> nkarras@lighttower.com
<b>Tenant</b>		
<b>Address</b>		<b>Zip Code</b>
<b>Phone</b>	<b>Fax #</b>	<b>Email</b>
<b>Project Contact Person:</b> Jeff Davis, Project Manager		
<b>Phone:</b> 585-445-5814	<b>Fax #</b>	<b>Email:</b> jdavis@lighttower.com
<b>Encroachment Information</b>		
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>	
	A – Wycliff Rd, Lake Boone Trl	
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>	
	A — Wycliff Rd, Lake Boone Trl - Aerial is Approximately 4,370'	
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>	
<b>4</b>	<b>Timetable and Method of Installation:</b>	
	TBD	
<b>5</b>	<b>Duration of Proposed Encroachment:</b>	
	Estimated 1/1/2016 – 4/1/2016	
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>	
	A – Proposing to work in the ROW to install approximately 4,370' of fiber optic cable to existing utility poles. See attached drawings for further information.	



**Encroachment Information Continued**

**7** Which lots will benefit by proposed encroachment?

**8** Who will be responsible for long-term maintenance of proposed encroachment?

Fiber Technologies Networks, L.L.C.

**City Use Only**

Review, comment and sign off. Please take special note of any impact the proposed encroachment may have on public safety and of any benefits or costs this encroachment would entail.

Inspections

Planning

Engineering

Transportation

Public Utilities

Parks & Recreation

Community Development

Information Services

Recommended Insurance Requirements

Annual Fee @ 48 cents per linear foot (transmission devices only) \$

Fee on monthly basis

A license fee of 3.09% of gross revenues will be assessed on fiber optic cable.



# Planning & Development

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 Transportation Field Services Division  
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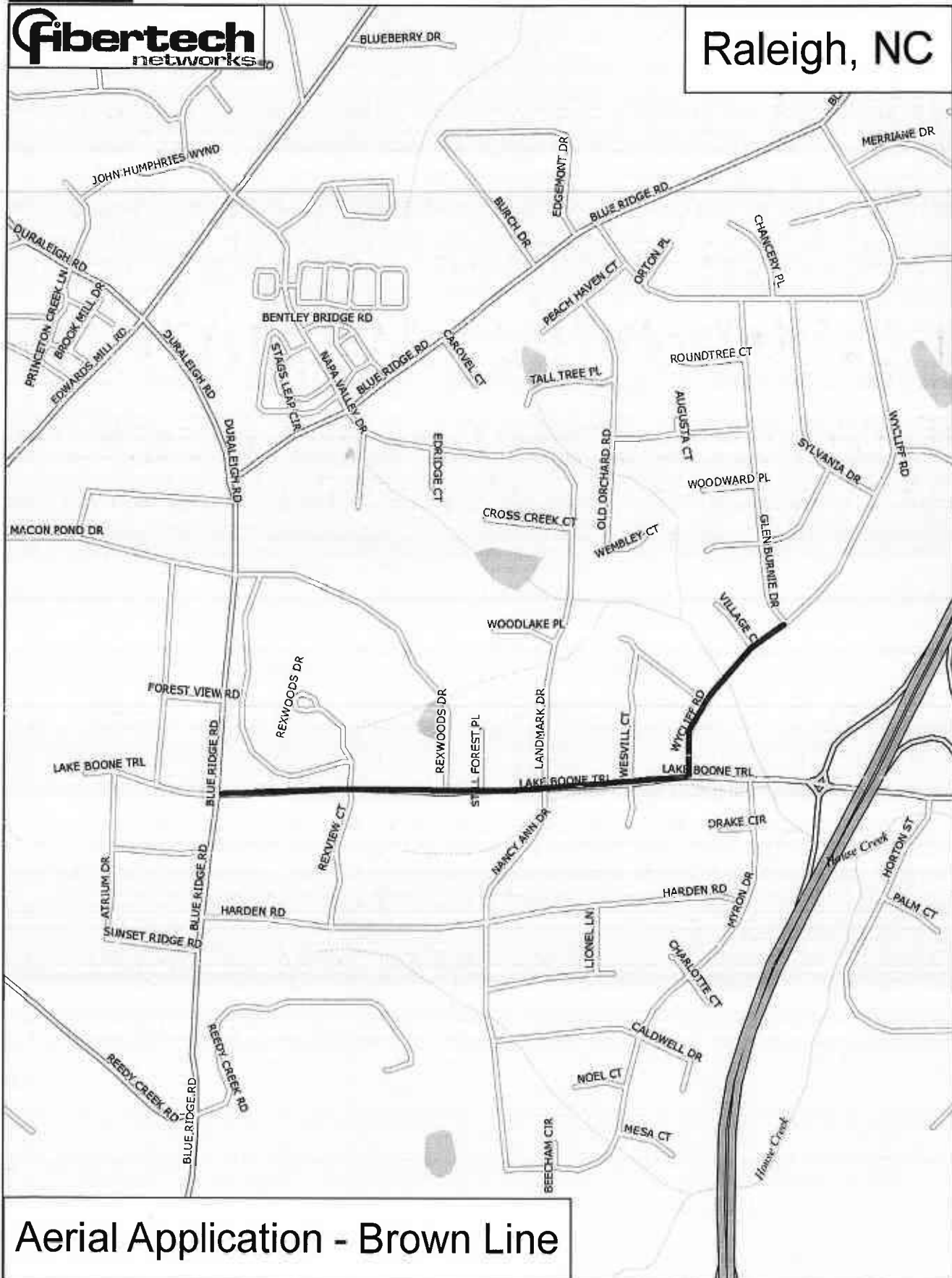
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3	The owner is responsible for any and all labor, expenses or materials for all future maintenance, repair, removal, or dismantling of encroachment.			
4	The owner is fully responsible for any and all property damage or injury to, or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the owner, its agents, employees, contractors or subcontractors, or any cause of action arising out of the installation, maintenance, or location of said encroachment.			
5	The owner agrees to hold harmless the City, its officials, Council Members, and employees for any and all liability arising out of such negligence, omission, defect, or other cause of actions; that it will defend and pay all attorney fees in any and all actions brought about as a result of such and it will indemnify the City, its officials, Council Members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the planting, installation, maintenance, or location of said encroachment.			
6	Upon approval of encroachment request, the owner shall procure or cause to be procured from a responsible insurance carrier or carriers, authorized in the minimum amount of \$1,000,000 covering full liability for any and all personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair, or visual obstruction of encroachment. Upon execution of the encroachment agreement between the owner and the City, the owner shall furnish to the City a "Certificate of Insurance", for general liability coverage with the minimum amounts as herein mentioned. The owner, during the life of the encroachment shall furnish the City without demand each July, or at the time of expiration as indicated on the "Certificate of Insurance": which is on file with the Zoning Division of the Inspections Department, an updated (original) "Certificate of Insurance" herein mentioned is carried, stating that such compensation is covered by such carriers and showing such insurance to be in full force and effect. In the event of any change in the insurance policy, the owner shall give the City thirty (30) days notice of such change. Should the owner fail to pay premiums upon said insurance, or should owner fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained, the City at its option by written notice may declare this agreement canceled and terminated and all rights acquired hereunder by owner shall thereupon terminate, except owner shall still be responsible for removing the encroachment from the right of way.			
7	The owner agrees as part of the consideration of the signing of its contract that its agents, officials, employees, or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation, or national origin with the reference to the subject matter in the contract, no matter how remote. The owner hereto further agrees in all respects to conform with the provisions and intent of the City of Raleigh North Carolina ordinance No. 1969-889 as amended.			
8	The owner agrees to abide by all applicable statutes and ordinances and shall secure all required permits prior to installation.			
9	The agreement shall not divest the City of any rights or interest in said right of way.			
10	The agreement shall be revocable at will by the Raleigh City Council and the encroachment is subject to removal upon request of the City at the owner's expense.			
11	The agreement shall be binding upon the owner, successors, and assigns, and shall insure to the benefit of the City and its agents.			
12	If applicable, the owner shall secure a "Certificate of Appropriateness", from the Historic District Commission prior to installation.			
13	If applicable, the owner shall contact "One Call Center" 48 hours prior to installation and must stay 10' from existing utilities.			
14	The owner shall avoid damage to adjacent street trees and no concrete wash is to be emptied in tree areas or lawns.			
<table border="1" style="width:100%"> <tr> <td style="width:30%">Owner Signature <i>[Signature]</i></td> <td style="width:40%">Permits &amp; Applications Administrator</td> <td style="width:30%">Date 12/18/2015</td> </tr> </table>		Owner Signature <i>[Signature]</i>	Permits & Applications Administrator	Date 12/18/2015
Owner Signature <i>[Signature]</i>	Permits & Applications Administrator	Date 12/18/2015		
<table border="1" style="width:100%"> <tr> <td style="width:33%">Adopted: June 4, 1996</td> <td style="width:33%">Effective: June 4, 1996</td> <td style="width:33%">Distribution: City Manager Inspections (3) Planning (3)</td> </tr> </table>		Adopted: June 4, 1996	Effective: June 4, 1996	Distribution: City Manager Inspections (3) Planning (3)
Adopted: June 4, 1996	Effective: June 4, 1996	Distribution: City Manager Inspections (3) Planning (3)		



# Raleigh, NC



## Aerial Application - Brown Line

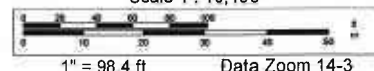
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www.delorme.com

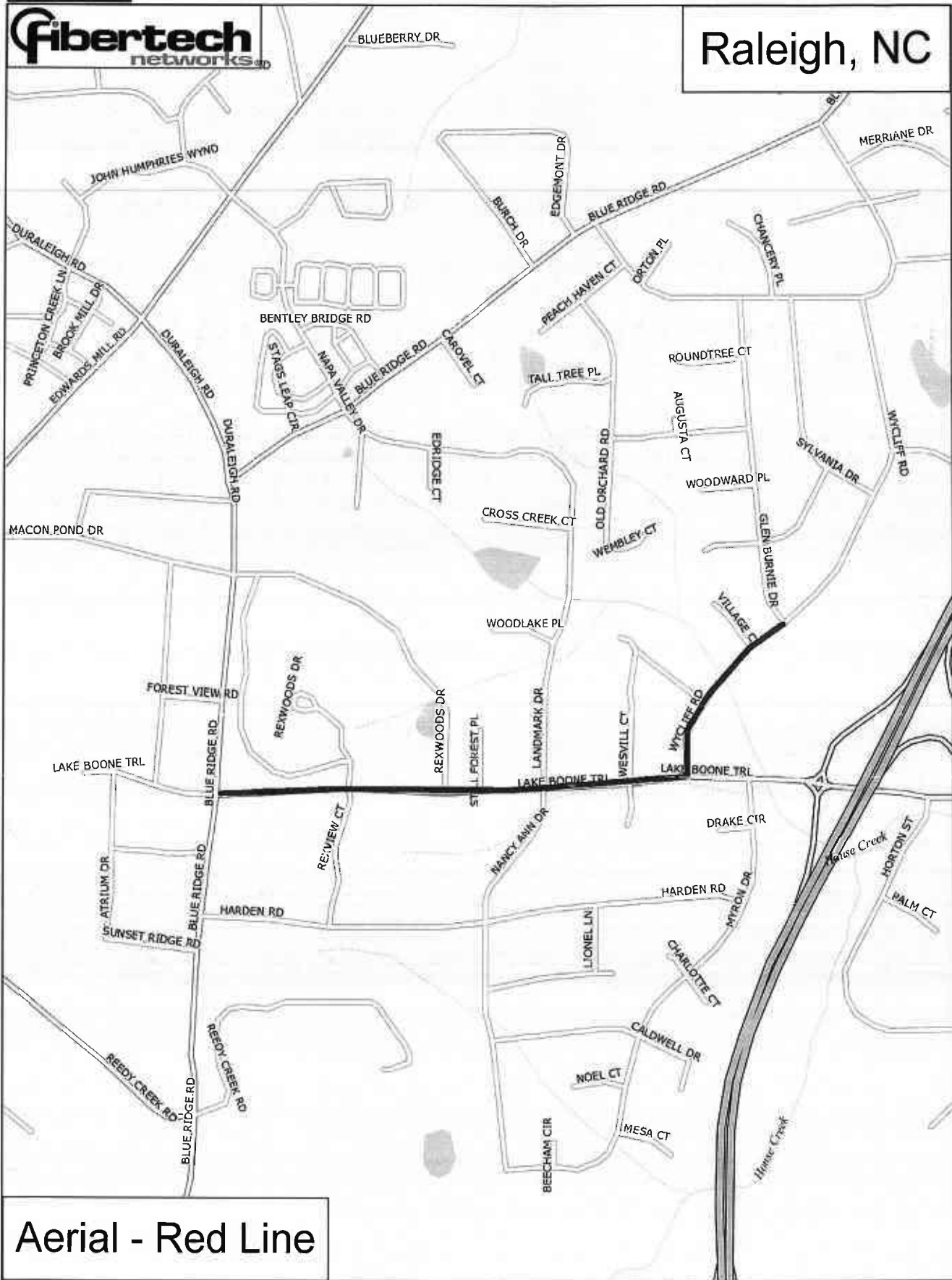


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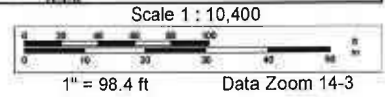


# Raleigh, NC



## Aerial - Red Line

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**CITY OF RALEIGH**  
**REQUEST FOR ENCROACHMENT AUTHORIZATION**

**TO:** Ruffin L. Hall  
City Manager

**FROM:** Richard L. Kelly  
Interim Public Works Director

**DATE:** January 6, 2016

<u>Location:</u>	224 Fayetteville Street
<u>Type of Encroachment:</u>	Two canopies
<u>Owner of Encroaching Facility:</u>	Karl G. Hudson, III PMC, Inc. P.O. Box 31182 Raleigh, NC 27622
<u>Reason for Request:</u>	Installation of two canopies
<u>Impact of Encroachment on Right-of-Way:</u>	No impacts are anticipated.

Recommended Council Action:

Approve the encroachment subject to completion of a liability agreement, and documentation of proof of insurance by the applicant.



# Planning & Development

Public Works Department  
 Transportation Field Services Division  
 One Exchange Plaza  
 1 Exchange Plaza, Suite 304  
 Raleigh, North Carolina 27601  
 Phone 919-996-2410

## Major Encroachment Application

<b>Date</b>	<b>Transaction #</b>	<b>Submittal deadline</b>	
<b>Reviewed by the Encroachment Committee on</b>		<b>Submitted to City Council for approval on</b>	
<b>Applicant Information</b>			
<b>Owner</b>	Karl Hudson		
<b>Address</b>	224 Fayetteville Street		<b>Zip Code</b> 27601
<b>Phone</b>	(919)349-6080	<b>Fax #</b>	<b>Email</b> kghudson3@aol.com
<b>Tenant</b>	TBD		
<b>Address</b>			<b>Zip Code</b>
<b>Phone</b>		<b>Fax #</b>	<b>Email</b>
<b>Project Contact Person</b>	Steven Schuster, FAIA		
<b>Phone</b>	(919)821-2775	<b>Fax #</b>	(919)821-0804
		<b>Email</b>	sschuster@clearscapes.com
<b>Encroachment Information</b>			
<b>1</b>	<b>Site(s) of Proposed Encroachment:</b>		
	Installation of canopies on 224 Fayetteville Street front façade and Salisbury Street front facade.		
<b>2</b>	<b>Dimensions of Proposed Encroachment:</b>		
	12'-0" long and 4'-0" wide projection over sidewalk on Fayetteville Street front. 20'-5" long and 4'-0" wide projection over sidewalk on Salisbury Street front.		
<b>3</b>	<b>Elevation/depth of Proposed Encroachment:</b>		
	10'-0" above grade up to 10'-8" above grade.		
<b>4</b>	<b>Timetable and Method of Installation:</b>		
	Both of the canopies will be installed during Core and Shell Renovation period, which will be around March, 2016 per estimated construction timetable/schedule. Both canopies will have two 1" steel rods support in clevis, which is attached to the canopy frame. The support rods are attached to the exiting masonry wall using steel plate and bolts.		
<b>5</b>	<b>Duration of Proposed Encroachment:</b>		
	The canopies would remain as part of the building façade permanently.		
<b>6</b>	<b>Description and Purpose of Proposed Encroachment:</b>		
	To provide a cover shelter to entry door and engage the building with the sidewalk and street.		

## Encroachment Information Continued

**7** Which lots will benefit by proposed encroachment?

224 Fayetteville Street, as well as the historic character of the entire Fayetteville Street National Register Historic District.

**8** Who will be responsible for long-term maintenance of proposed encroachment?

Karl Hudson, the owner of 224 Fayetteville Street.

**City Use Only**

Review, comment and sign off. Please take special note of any impact the proposed encroachment may have on public safety and of any benefits or costs this encroachment would entail.

**Inspections**

**Planning**

**Engineering**

**Transportation**

**Public Utilities**

**Parks & Recreation**

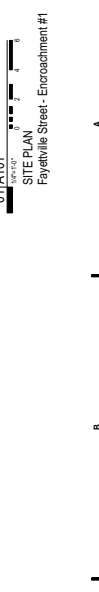
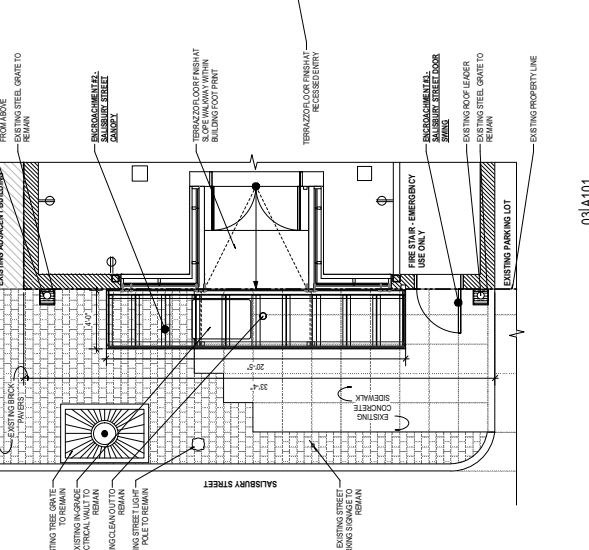
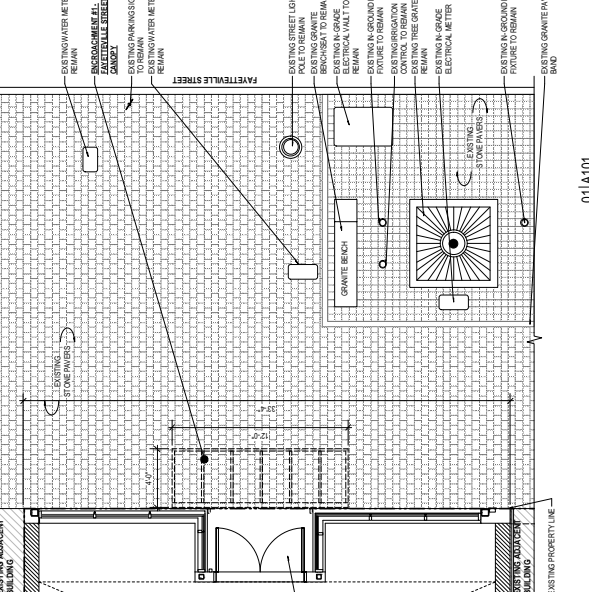
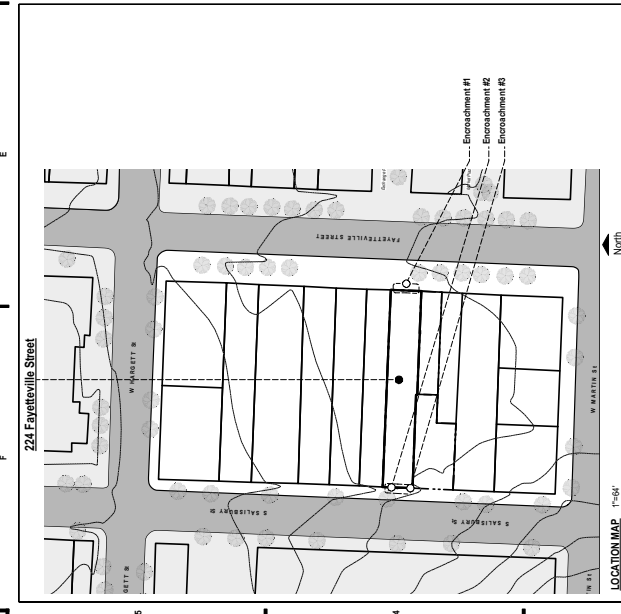
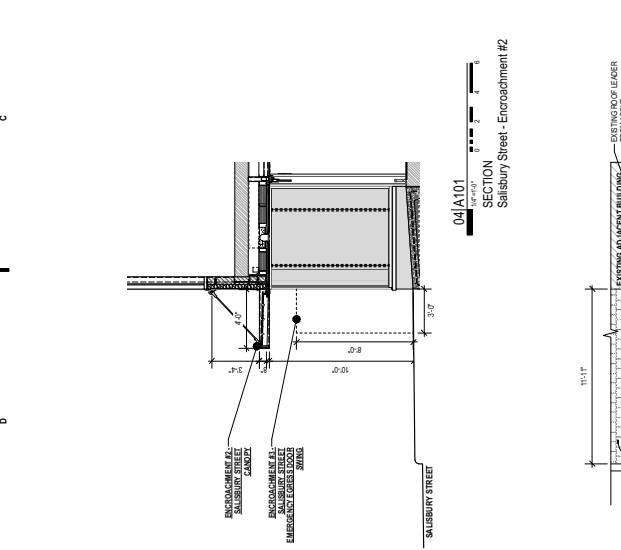
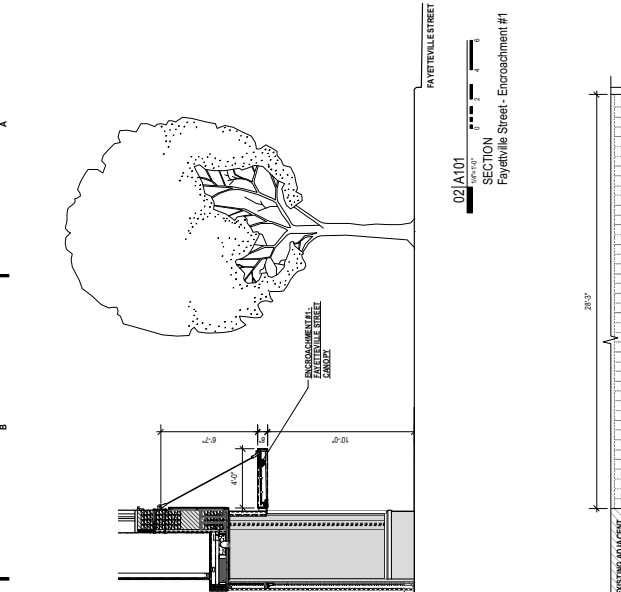
**Community Development**

**Information Services**

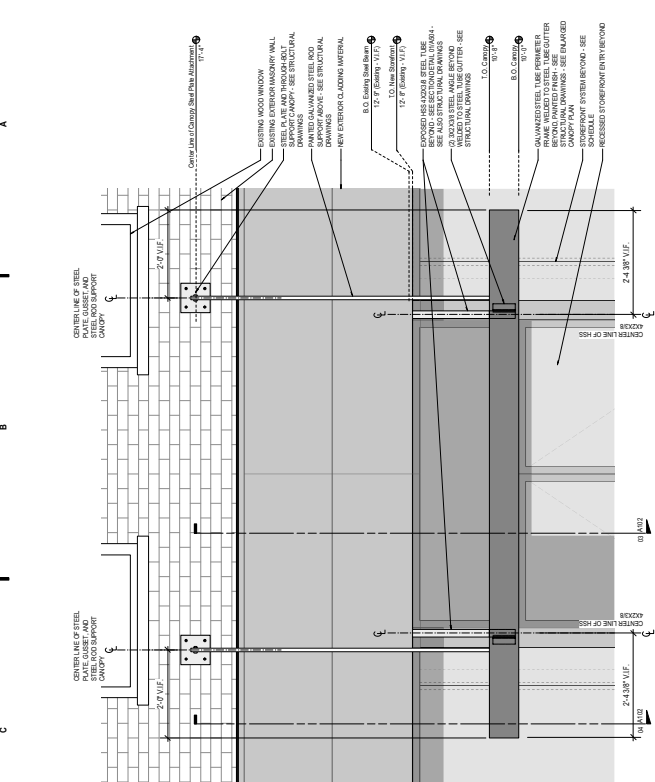
**Recommended Insurance Requirements**

Annual Fee @ 48 cents per linear foot (transmission devices only) \$

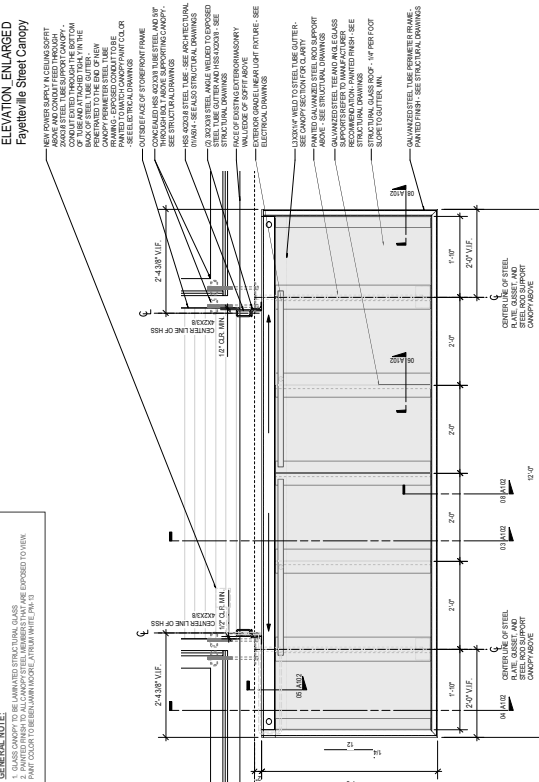
Fee on monthly basis



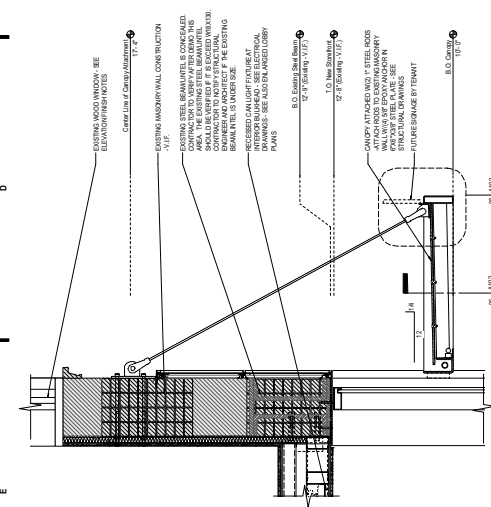




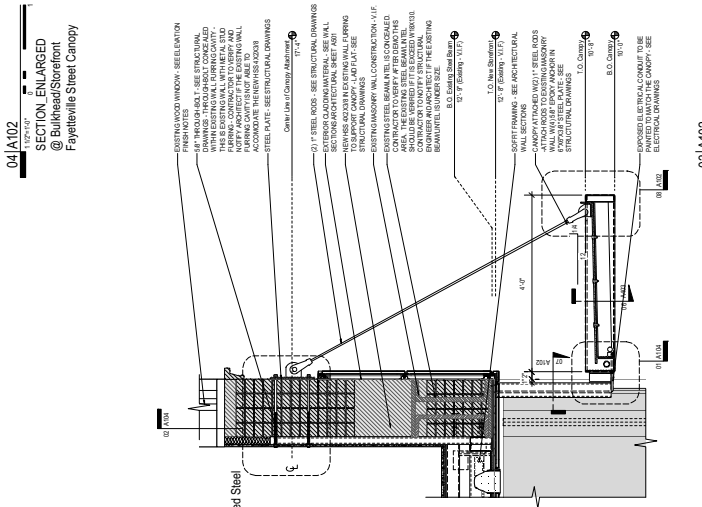
**02/A102**  
ELEVATION - ENLARGED  
Fayetteville Street Canopy



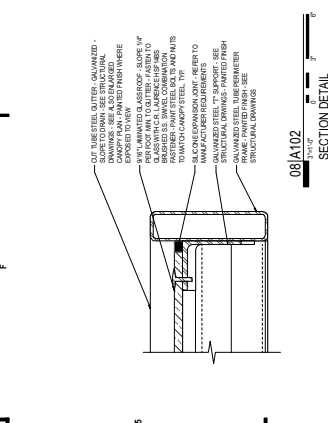
**01/A102**  
ELEVATION - ENLARGED  
Fayetteville Street Canopy



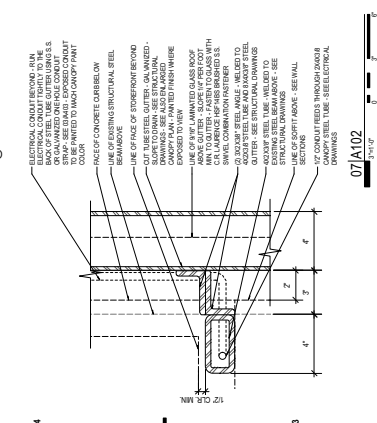
**04/A102**  
SECTION - ENLARGED  
@ Bulkhead/Storefront  
Fayetteville Street Canopy



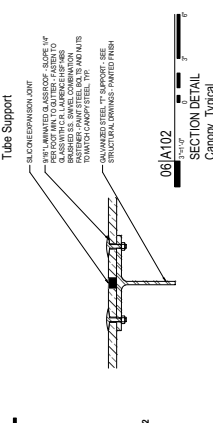
**03/A102**  
SECTION - ENLARGED  
@ Soffit/Recessed Entrance  
Fayetteville Street Canopy



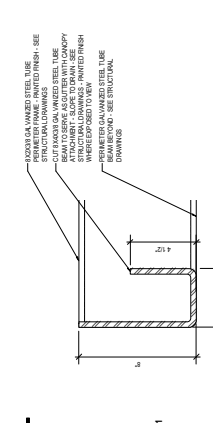
**08/A102**  
SECTION DETAIL  
Fayetteville Street Canopy  
@ Perimeter Frame



**07/A102**  
PLAN DETAIL  
Fayetteville Street Canopy, @ Exposed Steel  
Tube Support

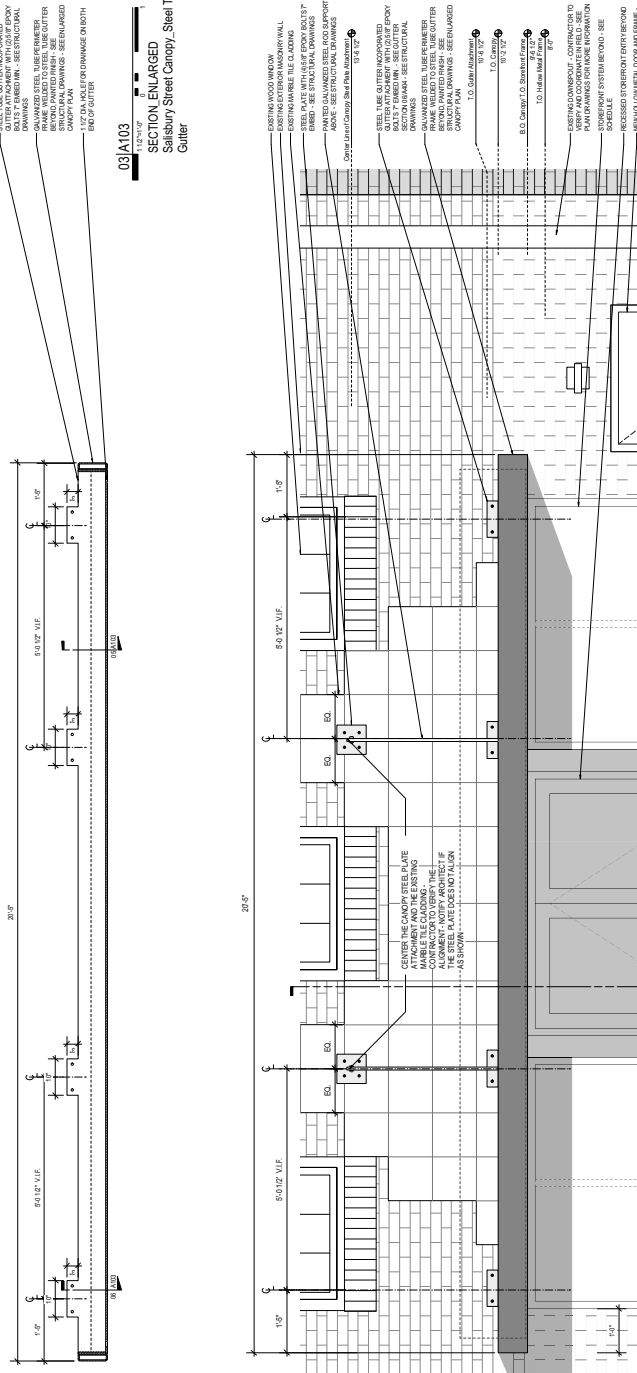


**06/A102**  
SECTION DETAIL  
Canopy\_Typical

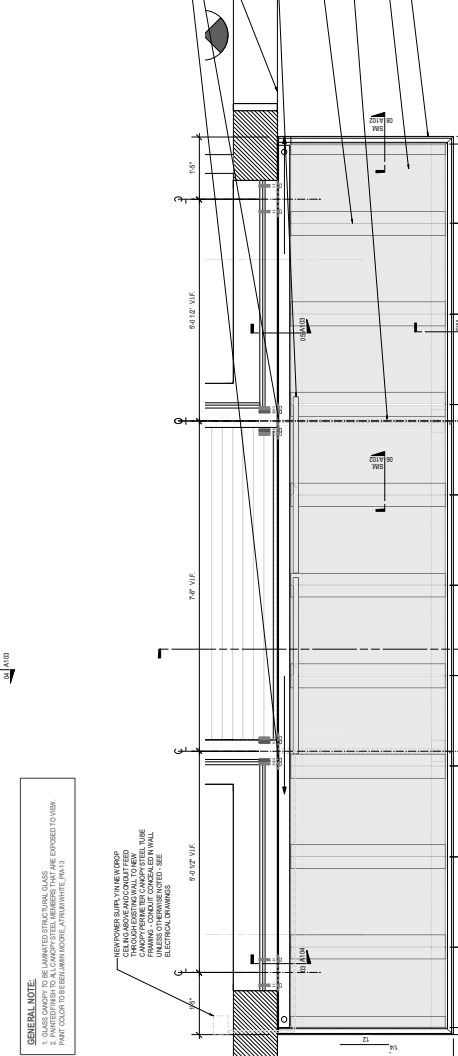


**05/A102**  
SECTION DETAIL  
Steel Tube Gutter\_Typical

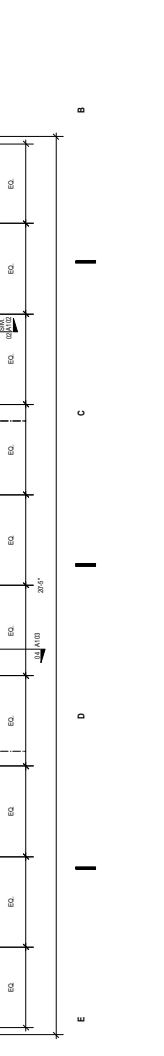
031A103  
**SECTION ENLARGED**  
 Salisbury Street Canopy - Steel Tube  
 Gutter



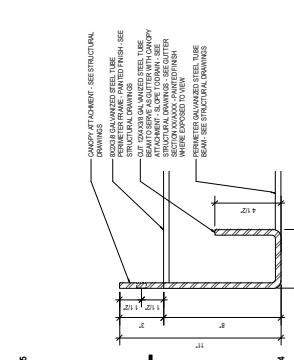
021A103  
**ELEVATION ENLARGED**  
 Salisbury Street Canopy



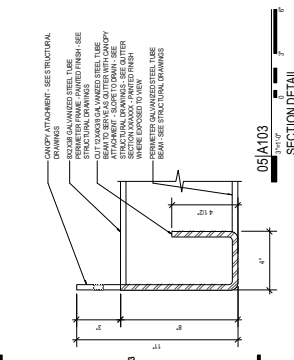
041A103  
**SECTION ENLARGED**  
 @ Soffit/Recessed Entrance  
 Salisbury Street Canopy



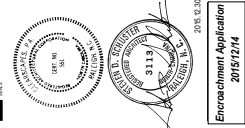
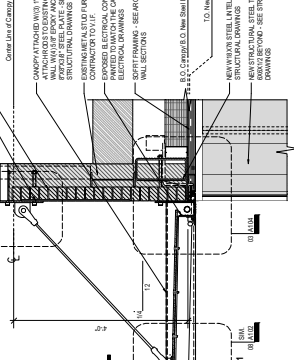
061A103  
**SECTION DETAIL**  
 Steel Tube Gutter - Typical  
 @ Wall Attachment



081A103  
**SECTION DETAIL**  
 Steel Tube Gutter - Typical



041A103  
**SECTION ENLARGED**  
 @ Soffit/Recessed Entrance  
 Salisbury Street Canopy



224  
**FAYETTEVILLE STREET**  
 224 Fayetteville St  
 Raleigh, NC

DATE: 2016.12.15  
 CHECKED: SDS  
 PROJECT NO: 2016A020  
 PRINTING: Construction Documents

**A103**

**Salisbury Street Canopy**  
 Encroachment Application







CANOPY\_FAYETTEVILLE STREET FRONT



CANOPY\_SALISBURY STREET FRONT