



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

January 2, 2024
6:00 p.m.

The meeting will be held in a hybrid format and will be streamed live at salisburync.gov/webcast and on the City's Facebook account.

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on January 2, 2024 by contacting Connie Snyder at csnyd@salisburync.gov. Citizens who wish to speak in person can sign up in Council Chambers.

1. Call to order.
2. Moment of Silence.
3. Pledge of Allegiance.
4. Adoption of Agenda.

5. Council to recognize the Communications Team for awards received from the Charlotte Chapter of the Public Relations Society of America. (*Presenter – Communications Director Linda McElroy*)

6. Council to recognize David Whisenant for his extensive career in news and radio and for his dedicated service to the community.

7. Mayor to proclaim the following observances:

DR. MARTIN LUTHER KING, JR. DAY	January 15, 2024
NATIONAL MENTORING MONTH	January 2024
NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH	January 2024

8. Council to consider the CONSENT AGENDA:
 - (a) Approve Minutes of the special meetings of May 11, 2023 and August 15, 2023 and the regular meeting of December 5, 2023.

 - (b) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$2,083 to appropriate a sponsorship/donation for the Reels and Riffs Movies and Music Series at Bell Tower Green Park.

 - (c) Authorize the sale of sidearms and badges to Captain Lee Walker and Lieutenant Russell DeSantis in the amount of \$1.00 each in recognition of their retirement from the Salisbury Police Department on January 1, 2024.

COUNCIL MEETING AGENDA – PAGE 2 – JANUARY 2, 2024

- (d) Adopt the 2024 State Action Plan.
 - (e) Adopt the 2024 Federal Action Plan.
 - (f) Authorize the City Manager to execute an agreement with CC&W Development Group, LLC for the Alexander Court subdivision sewer infrastructure improvements. The CC&W Development Group, LLC will pay Salisbury-Rowan Utilities \$77,000 to complete the required work.
 - (g) Adopt a Resolution authorizing the City Manager to execute the Funding Offer and Acceptance of a pre-construction planning grant in the amount of \$400,000 for the Salisbury-Rowan Utilities Wastewater Master Plan project.
 - (h) Adopt a Resolution approving the Local Water Supply Plan for the City of Salisbury water system.
 - (i) Receive a request for voluntary annexation of 58.07 acres located on Woodleaf Road, Tax Map 328 Parcels 050, 066, and 110 and adopt a Resolution instructing the City Clerk to investigate the sufficiency of the request.
 - (j) Approve an update to the job classification system in the Police Department to change the title of Captain to the title of Major. There will be no changes to the salary classification or job duties.
 - (k) Set a public hearing regarding an Annexation Agreement with the Town of Spencer for January 16, 2024.
9. Council to receive public comment. ***Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Connie Snyder at csnyd@salisburync.gov.*** Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.
10. Council to consider adopting an Ordinance designating the “Murdoch-Wiley House” located at 203 West Bank Street as a Local Historic Landmark: *(Presenter – Planner Emily Vanek)*
- (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Consider adopting an Ordinance designating the “Murdoch-Wiley House” located at 203 West Bank as a Local Historic Landmark.
11. Council to consider adopting an Ordinance designating the “Andrew Murphy House” located at 229 West Bank Street as a Local Historic Landmark: *(Presenter – Planner Emily Vanek)*
- (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Consider adopting an Ordinance designating the “Andrew Murphy House” located at 229 West Bank as a Local Historic Landmark.

COUNCIL MEETING AGENDA – PAGE 3 – JANUARY 2, 2024

12. Authorize the City Manager to execute a contract with Summit Design and Engineering Services, PLLC, in the amount of \$222,090.20 for the design of safety improvements on Brenner Avenue. *(Presenter – Transportation Director Wendy Brindle)*
13. Council to consider approving a contract with Checkmate Government Relations for state lobbying services. *(Presenter – Administrative Services Director Kelly Baker)*
14. Council to consider Council Liaison appointments to the following community groups for 2023-2025:
 - (a) ABC Board
 - (b) Bell Tower Green Committee
 - (c) Centralina Council of Governments
 - (d) Centralina Council of Governments-Alternate
 - (e) Community Appearance Commission
 - (f) Downtown Salisbury, Inc.
 - (g) Economic Development Commission
 - (h) Fireman’s Relief Fund
 - (i) Housing Advocacy Commission
 - (j) Human Relations Commission
 - (k) Metropolitan Planning Organization
 - (l) Metropolitan Planning Organization-Alternate
 - (m) Parks and Recreation Advisory Board
 - (n) Public Art Commission
 - (o) Rowan County Tourism Development Authority
 - (p) Rufty-Holmes Senior Center
 - (q) Salisbury-Rowan Community Action Agency
 - (r) Transportation Advisory Board
 - (s) Tree Board
 - (t) Youth Council
15. City Attorney’s Report.
16. City Manager’s Report.
17. Council’s Comments.
18. Mayor Pro Tem’s Comments.
19. Mayor’s Announcements and Comments.
 - (a) The Human Relations Commission will host the annual Dr. Martin Luther King, Jr. Celebration Saturday, January 13th through Monday, January 15th 2024. The weekend kicks off with a parade Saturday, January 13th at 11:00 a.m. followed by a Community Resource Fair from 12:00 p.m. until 2:00 p.m. at the Civic Center. The MLK breakfast will take place Monday, January 15th at 8:00 a.m. at the Civic Center. Admission to the breakfast is free, but registration is required. The Civic Center is located at 315 Martin Luther King, Jr. Avenue. For more information, please contact Anne Little at (704) 638-5218.
20. Adjourn.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 01/02/2024

Name of Group(s) or Individual(s) Making Request: Communications

Name of Presenter(s): Linda McElroy

Requested Agenda Item: Honoring Salisbury Communications Department

Description of Requested Agenda Item:

The Salisbury Communications Department was honored by the Public Relations Society of America Charlotte Chapter during its annual Queen City Awards Ceremony in early November. The team won first place, the QC Crown Award, for crisis communications and second place for the City's Be The Difference Integrated Marketing Communications Recruitment Campaign.

Other local governments, large corporations, small firms and nonprofits were all among the 23 businesses and individuals honored at the ceremony. The Charlotte Chapter of the Public Relations Society of America hosts the awards, which honor public relations and communication professionals across the area for successfully researching, planning, implementing and evaluating communication campaigns with exemplary professional skill, creativity and resourcefulness.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

Contact Information for Group or Individual: Linda McElroy

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Mayor Karen K. Alexander

Name of Presenter(s): Mayor Karen K. Alexander

Requested Agenda Item: Council to recognize David Whisenant for his career in news and radio and for his dedicated service to the community.

Description of Requested Agenda Item: David Whisenant, retired on December 14, 2023 after a career as a radio announcer for multiple radio stations and a television reporter for WBTV News since 1990. During his career David Whisenant has kept our community informed and has built an impressive legacy in Rowan County and surrounding areas through his compassion, commitment and connection to the people and events that have taken place.

Attachments: Yes No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item: Council to recognize David Whisenant for his career in news and radio and for his dedicated service to the community.

Contact Information for Group or Individual: Mayor Karen K. Alexander

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only Approved

Delayed

Declined

Reason:



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Salisbury's greatest asset remains its citizens; and

WHEREAS, many of Salisbury's citizens have gathered here today to commemorate the life of Dr. Martin Luther King, Jr.; and

WHEREAS, Dr. Martin Luther King, Jr.'s dedication to the betterment of mankind and his devotion to humanity are unparalleled in modern history; and

WHEREAS, we have never ceased to benefit from the improved quality of life, spiritual philosophies and superlative ideals which are the legacies of that great American whose leadership was always personified by the characteristics of his own life; and

WHEREAS, it is indeed a great honor to offer this tribute before those gathered today to honor his memory.

NOW, THEREFORE, I, Mayor Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM Monday, January 15, 2024 as

DR. MARTIN LUTHER KING, JR. DAY

in Salisbury, and commend its observance and recognition to all of our citizens.

This the 2nd day of January 2024.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, the observance of National Mentoring Month began in 2002 to encourage individuals and organizations such as businesses, government agencies, schools, faith communities and nonprofits to become more engaged in mentoring across the United States; and

WHEREAS, a mentor is a caring and dependable adult who offers guidance, support and encouragement to a young adult's social, emotional and cognitive development, and helps prepare young adults for day-to-day challenges; and

WHEREAS, mentoring is focused on the development of competence and character of the mentee to promote positive outcomes and improved academic achievement, self-esteem, social skills, and career development; and

WHEREAS, approximately 4.5 million at-risk youth have mentoring relationships because of the remarkable and resourcefulness of thousands of programs throughout the United States including the largest mentoring program called Big Brothers Big Sisters of America; and

WHEREAS, local programs are provided by the Rowan County Youth Services Bureau and focus on building strong relationships between mentors and mentees in Rowan County; and

WHEREAS, despite the progress made to increase mentoring, there continues to be a mentoring gap for young adults in need of mentors; and

WHEREAS, National Mentoring Month is an opportunity to raise public awareness of mentoring and the impact it has on building a brighter future.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of January 2024 as

NATIONAL MENTORING MONTH

in Salisbury, and recognize those who serve as mentors and encourage citizens to promote awareness of youth mentoring.

This the 2nd day of January 2024.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, since 2010, National Slavery and Human Trafficking Prevention Month is observed each January; and

WHEREAS, human trafficking is a modern form of slavery endangering the lives of millions by operating both domestically and internationally, affecting men, women, and children of all ages, and deprives its victims of human dignity and freedom; and

WHEREAS, as the Nation continues to confront human trafficking, the Emancipation Proclamation issued by President Abraham Lincoln is commemorated as it led the way to assemble the 13th Amendment to abolish slavery in the United States; and

WHEREAS, with efforts from Federal, State and local agencies including law enforcement, international partners, nonprofit social services providers, private industry and non-governmental organizations around the world work to end human trafficking are examples of ongoing commitments to raise awareness and actively combat human trafficking.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of January 2024 as

NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

in Salisbury, and urge citizens to raise awareness and resistance to human trafficking and modern slavery in all its forms.

This the 2nd day of January 2024.

Karen K. Alexander, Mayor

Salisbury, North Carolina
May 11, 2023

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Council Members Harry McLaughlin and David Post.

ABSENT: Mayor Pro Tem Tamara Sheffield, Council Member Anthony Smith, Interim City Manager Brian Hiatt, City Clerk Kelly Baker and City Attorney Graham Corriher.

Mayor Karen Alexander and members of City Council attended the Elizabeth Duncan Koontz Humanitarian Awards hosted by the Salisbury Rowan Human Relations Commission. The event was held at the Civic Center and began at 6:00 p.m. No action was taken by Council.

Bishop Ronald Hash, Mr. Nick Means and Dr. Martha Starks were recognized with the 2023 Elizabeth Duncan Koontz Humanitarian Awards.

The event ended at 7:30 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury, North Carolina
August 15, 2023

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Mayor Pro Tem Tamara Sheffield and Council Member David Post. City Manager Jim Greene, City Attorney Graham Corriher and City Clerk Connie Snyder

ABSENT: Council Members Harry McLaughlin and Anthony Smith.

Mayor Karen Alexander and members of City Council attended the Groundbreaking Ceremony for Fire Station 3 hosted by the Salisbury Fire Department. The event was held at the 150 Mahaley Avenue and began at 11:00 a.m. No action was taken by Council.

The event ended at 11:45 a.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury, North Carolina
December 5, 2023

REGULAR MEETING

PRESENT: Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Tamara Sheffield; and Council Members Harry McLaughlin, David Post, and Anthony Smith; City Manager Jim Greene, Jr., City Clerk Connie B. Snyder; and City Attorney J. Graham Corriher.

ABSENT: None.

Salisbury City Council met in Council Chambers in City Hall located at 217 South Main Street. The meeting was called to order by Mayor Alexander at 6:00 p.m. A moment of silence was taken.

PLEDGE OF ALLEGIANCE

Mayor Alexander led participants in the Pledge of Allegiance to the United States flag.

ADJOURNMENT

Motion to adjourn the meeting was made by Mayor Pro Tem Sheffield. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 6:05 p.m.

NEW COUNCIL CONVENES

Ms. Karen Kirks Alexander was elected Mayor and Mr. Harry McLaughlin, Mr. David Post, Ms. Tamara Sheffield, and Mr. Anthony R. Smith were elected as City Council members in the November 7, 2023 regular municipal election for a two-year term, assembled in the Council Chambers of City Hall, 217 South Main Street, at 6:05 p.m. on December 5, 2023 for the purpose of being inducted into office.

City Clerk Connie Snyder administered the oath of office of Mayor to Karen Kirks Alexander. She then administered the oath of office to each of the recently elected Councilmembers.

The new Council convened.

ELECTION OF MAYOR PRO TEM

Mayor Alexander opened the floor to receive nominations for the office of Mayor Pro Tem for the City of Salisbury. Councilmember Smith nominated Tamara Sheffield to serve as Mayor Pro Tem. There were no other nominations. By unanimous vote of the Council, Tamara Sheffield was elected Mayor Pro Tem for a two-year term beginning December 5, 2023.

The oath of office for Mayor Pro Tem was administered to Tamara Sheffield by City Clerk Connie Snyder.

REMARKS FROM NEW COUNCIL

Mayor Alexander opened the floor to receive comments from newly elected Councilmembers.

Councilmember McLaughlin thanked the citizens who voted, and he noted he is looking forward to working with Council.

Councilmember Post thanked citizens for voting. He recognized the City's Management Team, including City Manager Jim Greene and City Attorney Graham Corriher, and thanked City staff for their hard work.

Mayor Pro Tem Sheffield thanked everyone who assisted with her campaign. She also thanked everyone who voted and the Board of Elections who worked to create fair opportunities for people to vote. She thanked staff and commemorated its hard work.

Councilmember Smith recognized the City's branding of "Be the Difference," and he explained be the difference means to be set apart. He stated he is honored to serve the community and looks forward to tackling projects with Council. He thanked staff for its service to the community. He recognized and thanked his family for their love and support.

Mayor Alexander stated she is honored to serve with Council to work toward a community for everyone. She thanked her family for their continuous support and the community for taking the time to vote.

Mayor Alexander stated Senator Tom Tillis announced over \$1 billion in infrastructure is coming to North Carolina, and the Asheville to Salisbury train connection was approved to receive part of that funding.

ADOPTION OF THE AGENDA

Thereupon, Mayor Pro Tem Sheffield a **motion** to adopt the Agenda as presented. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

CONSENT AGENDA

(a) Minutes

Approve Minutes of the special meetings of November 21, 2023 and November 27, 2023, and the regular meeting of November 21, 2023.

(b) 2024 Schedule of Regular Council Meeting Dates

Adopt the 2024 schedule of regular Council meeting dates. Mayor Alexander noted on February 6th the City Council meeting will be held at 4:00 p.m.

(c) Right-of-Way Encroachment – AT&T

Approve a right-of-way encroachment for the installation of underground fiber optic cable by AT&T within the right-of-way of Jake Alexander Boulevard near 505 West Jake Alexander Boulevard per Section 11-24(27) of the City Code and subject to North Carolina Department of Transportation approval.

(d) Contract – Charles R. Underwood, Inc.

Authorize the City Manager to execute a contract with Charles R. Underwood, Inc. in the amount of \$248,434 for the Crowell Lift Station upgrades.

(e) Contract – Summit Design and Engineering Services, PLLC

Authorize the City Manager to execute a contract with Summit Design and Engineering Services, PLLC, in an amount not to exceed \$53,000 for engineering services associated with the Fisher Street Bridge Feasibility Report.

(f) Remind – HOME ARP Grant Agreement

Authorize the City Manager to execute a request to amend the current HOME-ARP Grant Agreement type of activity from “Create and Develop Non-Congregate Housing” to the “Development and Support of Affordable Housing” in the amount of \$487,247, and have it submitted to the administering agency.

(g) Public Hearing – Annexation Agreement

Set a public hearing for January 2, 2024 to receive comments regarding a proposed Annexation Agreement with the Town of Spencer.

(h) Voluntary Annexation Request

Receive a request for voluntary annexation of approximately 10.88 acres located on Peach Orchard Lane, Tax Map 407B Parcel 043, and adopt a Resolution instructing the City Clerk to investigate the sufficiency of the request.

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1, FOR VOLUNTARY ANNEXATION OF TAX MAP 407B PARCEL 043, 10.88 ACRES LOCATED ON PEACH ORCHARD LANE.

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 333, and is known as Resolution 2023-78.)

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt the Consent Agenda as presented. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments.

There being no one to address Council, Mayor Alexander closed the public comment session.

SALE OF BONDS FOR THE FORD CITY MOTOR LOFTS PROJECT

City Attorney Graham Corriher and Attorney Kristen Kirby addressed Council regarding the issuance and sale of Multifamily Housing Revenue Bonds for the Ford City Motor Lofts project located at 419 South Main Street.

Mr. Corriher introduced Ms. Kirby who is representing the City, and he explained the issuance of bonds requires a bond counsel who represents the interests of the bondholder and completes the paperwork for issuing the bond. Mr. Corriher reminded Council the Ford City Motor Lofts Project will provide low-income housing for senior citizens.

Mr. Corriher noted the project was introduced in December of 2021 when the developers asked the City to serve as the issuer of the bonds. He stated the City is not obligated to repay the bond, and he explained bond repayment would come from the developer. He clarified that no debt will be held against the City if the project does not come to fruition. He stated the City will issue

up to \$9.5 million in bonds that are tax-exempt for construction financing. He noted staff has worked with the developer to obtain project approval from the Historic Preservation Commission (HPC).

Planning and Neighborhoods Director Hannah Jacobson provided a project overview, and she indicated the developer is planning to build 64 low-income units for senior citizens. She stated the units are restricted to residents earning 50% to 60% of the area median income.

Mayor Alexander convened a public hearing after due notice to receive comments regarding the issuance and sale of Multifamily Housing Revenue Bonds for the Ford City Motor Lofts project.

There being no one to address Council, Mayor Alexander closed the public hearing.

Thereupon, Councilmember Post made a **motion** to adopt a Resolution authorizing the issuance and sale of Multifamily Housing Revenue Bonds for the Ford City Motor Lofts project. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF MULTIFAMILY HOUSING REVENUE BONDS (FORD CITY MOTOR LOFTS), SERIES 2023.

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 333, and is known as Resolution 2023-78.)

FORD CITY MOTOR LOFTS PROJECT COMMITMENT LETTER

Planning and Neighborhoods Director Hannah Jacobson asked Council to consider endorsing a letter committing \$200,000 in Community Development Block Grant (CDBG) funds to support the Ford City Motor Lofts project located at 419 South Main Street.

Ms. Jacobson explained if the project does not proceed, the \$200,000 will be reimbursed to the City and can be reallocated to other community development projects. Councilmember Post noted the Ford City Motor Lofts is a great project to utilize CDBG funding.

Thereupon, Councilmember Post made a **motion** to endorse a letter committing \$200,000 in Community Development Block Grant funds in support of the Ford City Motor Lofts project. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

LAND DEVELOPMENT DISTRICT MAP AMENDMENT – EAST COUNCIL STREET

Senior Planner Victoria Bailiff addressed Council regarding a request to amend the Land Development District Map of the City of Salisbury to rezone one parcel, approximately .668 acres,

located along the intersection of East Council and North Shaver Streets, from Corridor Mixed-Use (CMX) and Residential Mixed-Use (RMX) with a Conditional District (CD) Overlay to RMX with a CD Overlay to request an exception to the Land Development Ordinance requirements for an alternate design.

Ms. Bailiff noted Shelter Ministries of Rowan County is the petitioner for the project. She displayed images of the site and reviewed the master plan, which proposes a campus-style residential development comprised of five duplexes with 10 total units.

Ms. Bailiff explained the developer is requesting three alternative designs. She stated the first alternative design is a request to reduce the front setback from 10 feet to 5 feet, reduce the side setback from 20% to 9% lot width and the rear setback from 25 feet to 5 feet. She added the second alternative design request is for a parking reduction from 12 spaces to four ADA parking spaces. She added the final alternative request is that no parking lot connection to the adjacent lots be required.

Ms. Bailiff stated the Future Land Use Map designates the property as a traditional neighborhood and with the CD Overlay in place staff finds that the plan matches up with the characteristics of a traditional neighborhood and is consistent with Forward 2040 policies.

Ms. Bailiff stated the master plan was reviewed by the Technical Review Committee (TRC) on October 19, 2023 who recommended approval subject to minor revisions which were satisfied upon resubmittal. She stated Planning Board held a courtesy hearing on November 14, 2023 and it voted unanimously to recommend approval as submitted.

Councilmember McLaughlin asked if neighboring residents had concerns regarding the proposed project. Ms. Bailiff noted she has not received any concerns from neighboring residents.

Mayor Pro Tem Sheffield asked if the CD Overlay is needed with the zoning request due to the three alternative design requests. Ms. Bailiff agreed, and she commented the proposed campus-style development requires a CD Overlay. Mayor Alexander requested clarification regarding the proposed campus style housing. Ms. Bailiff noted campus-style development consists of multiple buildings without a main structure.

Councilmember Post asked if the parking spaces off Shaver Street behind the proposed development are related to the project. Ms. Bailiff noted that the parking spaces are for another Rowan Helping Ministries property. She explained that the parking spaces were not shown on the master plan to clarify that the spaces are not part of the rezoning request.

Councilmember McLaughlin asked if the proposed development would serve as permanent or temporary housing. Ms. Kyna Grubb, Executive Director of Rowan Helping Ministries, clarified the development is for permanent housing.

Councilmember Posted asked if a resident with a vehicle will be allowed to park in the parking spaces behind the development. Ms. Grubb stated residents would be able to park in the

parking spaces behind the building or the on-street parking. She pointed out the sidewalks along Shaver and Council Streets will connect residents from the development to parking.

Mayor Alexander convened a public hearing after due notice to receive comments regarding the proposed Land Development District Map amendment.

Ms. Kyna Grubb, Executive Director of Rowan Helping Ministries, spoke in favor of the project. She stated the project was identified in 2018 as part of Rowan Helping Ministries Strategic Plan. She noted that at that time, 18 individuals qualified for permanent supportive housing, but only two were placed due to availability. She indicated the proposed campus-style development would offer qualified Rowan County residents a permanent place to live.

Mayor Alexander asked if the residential units would be available to families. Ms. Grubb stated two of the units are suitable for families.

Councilmember McLaughlin asked about a time frame for the project. Ms. Grubb noted upon Council approval the project would go to bid at the end of the year and construction is anticipated to begin in spring.

There being no one else to address Council, Mayor Alexander closed the public hearing.

Councilmember Smith stated the City Council hereby finds and determines that adoption of an Ordinance to rezone the properties described herein, is reasonable and in the public interest. The proposal is fundamentally consistent with the goals, objectives, and policies of the Forward 2040 Comprehensive Plan. Thereupon, Mr. Smith made a **motion** to adopt an Ordinance amending the Land Development District Map of the City of Salisbury, North Carolina, rezoning 0 East Council Street, approximately 0.668 acres, Tax Map 010 Parcel 411, from Corridor Mixed-Use and Residential Mixed-Use with a Conditional District Overlay to Residential Mixed-Use with a Conditional District Overlay. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, BY REZONING 0 EAST COUNCIL STREET, APPROXIMATELY 0.668 ACRES, TAX MAP 010 PARCEL 411, FROM CORRIDOR MIXED-USE AND RESIDENTIAL MIXED-USE WITH A CONDITIONAL DISTRICT OVERLAY TO RESIDENTIAL MIXED-USE WITH A CONDITIONAL DISTRICT OVERLAY.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 333, and is known as Ordinance 2023-78.)

STREET CLOSING – UNIMPROVED PORTION OF SECOND STREET

Transportation Director Wendy Brindle addressed Council regarding a request to close an unimproved portion of Second Street located off the 100 block of Carolina Boulevard. Mrs. Brindle stated Council previously adopted a Resolution of Intent to close an unimproved portion of Second Street.

Mrs. Brindle displayed images of the area, and she added staff followed North Carolina General Statute 160A-299 and posted signage and notified all citizens affected by the closing. She explained that closing an alley must not be contrary to the public interest and no one should be deprived of reasonable means of ingress and egress to their property. She noted staff has found that to be the case and those affected will still have access to their property.

Ms. Brindle stated a public sewer line runs through the right-of-way. She added if the Order is adopted it would be subject to a 30-foot permanent easement for the sanitary sewer line.

Mayor Alexander convened a public hearing after due notice to receive comments regarding the proposed closing of an unimproved portion of Second Street.

There being no one to address Council, Mayor Alexander closed the public hearing.

Thereupon, Councilmember Post made a **motion** to adopt a Resolution pertaining to the closing of an unimproved portion of Second Street located off the 100 block of Carolina Boulevard. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 333, and is known as Resolution 2023-78.)

Thereupon, Councilmember Post made a **motion** to adopt an Order closing an unimproved portion of Second Street subject to a 30-foot sewer easement. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

(The above Order is recorded in full at the Register of Deeds and maintained in the City Clerk's Alley Closing file dated December 5, 2023)

2023 ANNUAL COMPERHENSIVE FINANCIAL REPORT

Finance Director Wade Furches and Auditor Elsa Swenson presented the June 30, 2023 Annual Comprehensive Financial Report from Martin Starnes and Associates, CPA. Ms. Swenson indicated the firm has issued the City an unmodified opinion which is a clean audit opinion.

Ms. Swenson reviewed General Fund revenue and expenditures noting \$49.9 million in revenue which is an increase of 6%, and expenditures were at \$43.4 million, an increase of 12%.

Ms. Swenson added Fund Balance for the General Fund was \$35.7 million which includes non-spendable items of \$855,015 and items restricted by State Statute of \$6.2 million resulting in an available Fund Balance of \$28.5 million. She added there is an increase in the available Fund Balance of \$8.1 million due to the \$5.6 million transfer of ARP funds to the General Fund which supplanted salaries for the Fire and Police Departments.

Ms. Swenson described the available Fund Balance as a percent of expenditures and transfers to other funds. She stated the available Fund Balance in the General Fund is 61.05%, and she indicated property taxes were at \$24.2 million an increase of 4%. She noted unrestricted intergovernmental value were at \$15.7 million which was a 7% increase from FY2022-2023. She pointed out public safety was one of the most significant expense areas at \$19.9 million which is an increase of 12%.

Ms. Swenson reviewed major enterprise funds for 2023 and noted Water and Sewer unrestricted net position was \$48.9 million and Broadband Services was negative \$2.4 million. She added Stormwater was \$3.1 million, Transit \$407,000. She stated change in net position for the Water and Sewer Fund was \$7.1 million, Broadband just over \$2million, Stormwater \$605,000 and Transit \$62,000. She indicated even though Broadband unrestricted net position is negative the overall net position is positive for the first time at \$1.4 million.

Ms. Swenson stated the quick ratio for the Water and Sewer Fund was 7.31%, and the Local Government Commission (LGC) would be concerned if it was less than 1%. She reviewed operating income performance for the Water and Sewer Fund which is calculated by taking the operating income of \$5.9 million and adding back the depreciation of \$5 million and removing the principal debt service of \$3.3 million which gives an operating income performance of \$7.7 million.

Ms. Swenson noted one performance indicator of concern was identified regarding the Water and Sewer Fund condition of assets. She added the remaining useful life of assets is .5 which is due to the need for continued investment in assets and infrastructure. She added Mr. Furches discussed this with Council at its 2023 Retreat. She stated the City is required to provide a letter to the LGC within 60 days of the audit presentation.

Councilmember Post asked why the operating income of the Water and Sewer Fund decreased from \$8.2 million to \$5.9 million. Mr. Furches noted in the Water and Sewer Fund expenses in maintenance and construction increased by \$2 million due to systems being repaired and infrastructure investments. Mr. Post asked if that \$2 million increase is considered non-recurring maintenance. Mr. Furches agreed.

Councilmember Post noted the undepreciated portion of Water and Sewer assets was .5, but the LGC prefers the undepreciated portion to be over .5. He commented it is important for the City to invest funding back into capital infrastructure. Mr. Furches pointed out the City completed \$36 million of investment in water and sewer using 2020 revenue bonds. He noted in the FY2024 budget Council approved an additional \$6.4 million from the Water and Sewer Fund Balance to go towards projects. Mr. Post asked for the City's total investment in capital infrastructure in the Water and Sewer Fund budget. Mr. Furches stated the City's total investment is around \$90 million in the Water and Sewer Fund.

Councilmember Post asked about Broadband services showing \$3.1 million in FY2022 and \$2.4 million in FY2023. He then asked if the Broadband Fund includes debt to be paid. Mr. Furches stated approximately \$4 million in Broadband includes capital assets beyond outstanding debt. Mr. Furches added the total net position is almost \$1.5 million and this is the first time the

City has had a positive total net position in Broadband services. Mr. Post asked if the City is paying the mortgage payment out of the General Fund. Mr. Furches confirmed the General Fund contributes \$2.7 million to the Broadband Fund.

City Manager Jim Greene reminded Council last fiscal year, Salisbury- Rowan Utilities (SRU) Director Jim Behmer presented the Capital Improvement Plan for SRU. He noted it is an aggressive plan, and the City is continuing to invest in water and sewer infrastructure which is a critical asset for the City and the community.

Mayor Alexander asked if increasing capital infrastructure will cause utility rate increases. Mr. Greene noted staff reviews utility rates each fiscal year, and he added it is not sustainable to not have water and sewer utility rate increases given the infrastructure needs.

Mr. Greene thanked staff for its work on the audit which is critical to City operations and shows a strong financial measurement program.

Council thanked Ms. Swenson and Mr. Furches for their work on the Annual Comprehensive Financial Report.

RIGHT-OF-WAY USE PERMIT – 119 AND 121 NORTH MAIN STREET

Transportation Director Wendy Brindle requested Council consider approving a right-of-way use permit for the use of four marked parking spaces on Main Street until March 22, 2024 and the intermittent use of Hogan's Alley until January 5, 2024 for construction taking place at 119 and 121 North Main Street per Section 22-50 of the City Code. She explained City Code allows downtown property and business owners to request the use of right-of-way during construction and renovation projects due to the limited parking spaces for construction vehicles. She explained City Code allows staff to issue right-of-way use permits for up to two weeks and anything over two weeks or that blocks sidewalks or roadways requires Council's approval.

Ms. Brindle stated Section 22-50 of the City Code requires the applicant to use parking spaces directly in front of their building and if additional parking spaces are required the applicant must obtain written approval from the businesses that are directly impacted. She pointed out the requested parking spaces are in front of 119 and 121 North Main Street and staff is monitoring the use of the parking spaces. She explained only vehicles actively used for construction would be allowed to use the parking spaces over the two-hour time limit.

Ms. Brindle indicated the second request is for the use of Hogan's Alley. She displayed a photograph of the alley, and she pointed out windows and possibly a door will be added to the wall. She stated the building will have residential units upstairs and commercial use downstairs. She noted work has begun on the inside of the building which will minimize impact to the alley. She added the request is to work in the alley from 8:00 a.m. until 10:00 a.m. beginning December 6, 2023 which would reduce the impact to local business that open at 10:00 a.m. She indicated a spotter will be available in case a pedestrian needs access to the alley. She noted it will be the

property owner's responsibility to relocate the planters and the amenities during construction. She commented the work is anticipated to be completed before January 5, 2024.

Ms. Brindle noted the third request is in the rear of the building. She displayed a photograph of the building, and she pointed out an area where the property owner is proposing to park a dump trailer. She stated the dump trailer will be parked on private property with minimal intrusion into the alley. She explained the dump trailer will arrive in the morning and will be removed at the end of the work day. She indicated the dump trailer may not be at the site each day. She stated adjacent businesses have been notified of the request and staff has not received any complaints.

Mayor Pro Tem Sheffield indicated staff is monitoring the developer's activity and the parking spaces are not being abused. She commented she does not see the use of Hogan's Alley being an issue, and she pointed out the windows will bring the building closer to its original design.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to approve a right-of-way use permit for the use of four marked parking spaces on North Main Street until March 22, 2024, the intermittent use of Hogan's Alley until January 5, 2024 from 8:00 a.m. until 10:00 a.m., and the location of a small dump trailer to be removed at the end of each work day with minimal intrusion into the alley for construction taking place at 119 and 121 North Main Street per Section 22-50 of the City Code. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

BYRNE CRIMINAL JUSTICE INITIATIVE

Byrne Criminal Justice Initiative (BCJI) Coordinator Chanel Nestor presented an update on the West End Salisbury Transformed Empowered Neighborhood Development (WEST END) Project. She explained the City was awarded an \$800,000 grant from the BCJI program, which is a community-led initiative to help revitalize the West End neighborhood and address its crime concerns. She stated this is a grant collaboration between the Police Department, Parks and Recreation Department, and the Planning and Neighborhoods Department. She introduced Ms. Gwen Jackson from Urbane Environments who will serve as a Community Consultant, and Project Supervisor Lieutenant Corey Brooks.

Ms. Nestor reviewed the history of the project. She added the grant was developed in coordination with Idea Analytics who served as grant writer and is responsible for certain project management aspects of the grant. She thanked staff for its support, and she noted the project received community support from Rowan-Cabarrus Community College (RCCC) and NAACP President Gemale Black. She stated community outreach is ongoing. She indicated the action plan was submitted to the Bureau of Justice Assistance in September for its review and once the action plan is approved the City will receive the funding.

Ms. Nestor explained \$200,000 of the grant will be used to provide seed grants of up to \$20,000 for new and existing programs that focus on youth and families. She pointed out grant activities must take place between May 2024 and September 2024 in the West End community.

She commented any 501c3 in Rowan County can apply for a grant, and she noted applications will be reviewed by a 13-member resident-led council. She stated two information sessions will be held, and she pointed out grant applications will be accepted from January 15, 2023 until February 16, 2023. She noted a Memo of Understanding is being created between the United Way and the City to allow the United Way to implement the grant. She added the United Way will receive a 10% administrative fee, or approximately \$20,000. She stated priority areas include youth and family development, youth and family education, neighborhood safety, youth and community recreation and civic engagement.

Ms. Nestor reviewed remaining grant actions:

- Supporting the development of a unified West End Neighborhood Association
 - Contribute \$100,000 toward development of a neighborhood association
 - Identify a neighborhood coordinator
- Neighborhood beautification and community visioning projects
 - Contribute \$50,000
 - Hold neighborhood meetings in February and March to define a plan
- Support small business development by providing 20 seed grants in the amount of \$2,500 for West End residents
 - Contribute \$60,000
 - Seeking a partnership with RCCC Small Business Center
- Crime Intervention Neighborhood Training
 - Contribute \$15,000
 - Working to identify a training program
- Security Technology
 - Contribute \$15,000
 - Working to identify camera locations and to implement a lighting pilot project

Councilmember Smith asked if the funding for the seed grants will be received upfront. Ms. Nestor agreed. Ms. Jackson added the grants are non-reimbursable provided an applicant can expend the funds in the allotted time frame.

Councilmember Smith stated he is concerned about neighborhood integrity, history, and maintaining culture and community in relation to development and redevelopment. He added it is important to have a neighborhood association review the type of development that comes into the community.

Mayor Pro Tem Sheffield referenced the youth development programs, and she asked if applicants can be both new and existing entities. Ms. Nestor agreed, and she stated the goal is to support the overall development of youth and families in the West End community. Mayor Alexander asked if the organizations have to be located within the West End neighborhood. Ms. Nestor stated any organization that operates within the County can apply provided the grant activities take place in the West End neighborhood.

Mayor Alexander asked if the United Way is managing the qualification process. Ms. Nestor explained the United Way will manage the online platform and the resident-led council will

use a scoring system to determine which organizations receive the grant funding. Mayor Alexander asked if the resident-led council is already in place. Ms. Nestor noted the goal is to begin planning for the council in January.

Councilmember Smith asked if grant writing assistance will be provided to applicants. Ms. Nestor stated staff will determine if the need exists, and she added staff is working to make sure applicants understand the qualifications.

Councilmember Post stated the grant is for \$800,000, and he questioned the overall budget of the grant. Ms. Nestor noted the overall budget is not included in the presentation. She added the funds to be received by research partner Ideal Analytics is a major concern. Mr. Post asked how much Ideal Analytics is receiving. Ms. Nestor noted the company is receiving approximately \$160,000 over three years. Mr. Post requested the administrative cost of the project be emailed to Council. Mr. Post noted the committee is made up of community volunteers, and he asked who is providing the framework for the committee. Ms. Nestor indicated she provided the framework for the committee and individuals that attended the monthly neighborhood meetings could sign up to serve on the committee. She added there is no formal structure regarding the obligations of the group.

Council thanked Ms. Nestor for her presentation.

DOWNTOWN SALISBURY, INC. ANNUAL REPORT

Downtown Development Director Sada Troutman stated Council previously approved a five-year agreement with Downtown Salisbury, Inc. (DSI) to manage the Mainstreet Program and the City's Municipal Service District (MSD) tax dollars. She provided an update of what has been completed and what has been reported to the Statewide Main Street Organization in order for DSI to remain an accredited organization.

Ms. Troutman commented the MSD map recently expanded to include another block for a total of 26 downtown blocks. She noted DSI is managed by Downtown Development and a Board of 24 stakeholders who represent business owners, property owners, non-profit leaders, and downtown residents. She added the non-profit board manages DSI and helps execute non-profit operations through a four-point operating approach that includes organization, economic vitality, promotion, and design.

Ms. Troutman reviewed City statistics:

- 56 completed building and property improvement projects
- Nearly \$15 million in public and private investment dollars for physical improvements
- Vacancy rate below 10%, with increasing average rental rates
- 40 full-time jobs created
- 28 part-time jobs created
- 21 businesses opened and 4 expanded businesses

Ms. Troutman reviewed highlights from the past year that include the Main Street Awards where the City received three state-wide awards:

- Main Street Champion – Salisbury Parks and Recreation Department
- Best Infill Building Project – Bankett Station
- Best Outdoor Space Improvement – Bell Tower Green

Ms. Troutman then reviewed pending projects:

- Evaluation of the Downtown Parking Pilot Program
- Continuation of the Downtown Salisbury Social District
- Coordination of the Main Street Project and development of a communication plan for stakeholders
- Assistance on the Rail Walk Alley improvements led by the Tourism Development Authority
- Execution and continued development of the 10 events hosted by DSI and Downtown Development, in addition to continued assistance on the events coordinated by Parks and Recreation in the downtown

Ms. Troutman presented the 2023-2024 goals:

- Develop a downtown residential neighborhood by instigating a culture of community through
 - Continuing to assist in the development of downtown residential and to support services and businesses
 - Assessing results of the Downtown Parking Pilot Program
- Decrease commercial vacancy rates from 9% to 8.5% or lower by
 - Continuing to work with the development group for the Empire Hotel
 - Completing a property inventory regarding available property and property types
- Communicate design opportunities that perpetuate Downtown Salisbury's historic character, while encouraging new opportunity by
 - Continuing to work with multiple City departments on the Main Street Project
 - Design to be complete by fall 2024
- Working on various infrastructure projects to improve downtown

Councilmember Post asked about the 9% vacancy rate. Ms. Troutman explained the vacancy rate was reported in July and it includes vacant storefronts and does not include upper story residential units.

Councilmember Post asked about the Empire Hotel. Ms. Troutman noted the developers continue to work on financing and developing plans. She commented work on Phase 1 of the Efir Section in the Plaza should begin shortly. She indicated the developers have communications with staff throughout the process.

Councilmember Post congratulated DSI on what has been accomplished, and he thanked Ms. Troutman for her hard work. Ms. Troutman pointed out it is the collaborative work of various departments.

Mayor Pro Tem Sheffield noted she serves as Council liaison to the DSI Board and the partnership between the City and the non-profit Board is unique. She indicated she is honored to be a part of the DSI Board and to see various departments working collaboratively.

Mayor Alexander stated she is excited for the preparation of the streetscapes taking place throughout downtown. Ms. Troutman pointed out a lot of departments are involved in the process.

City Manager Jim Greene agreed it takes a team, but he pointed out Ms. Troutman is a leader that works great with businesses and staff. He thanked Ms. Troutman and her team for the great work they do for the City.

CITY MANAGER'S COMMENTS

(a) **Uniform Construction Standards Draft Manual**

City Manager Jim Greene stated Transportation Director Wendy Brindle previously presented the Uniform Construction Standards manual draft to Council. He noted staff will be available Wednesday, December 6, 2023 from 4:00 p.m. until 6:00 p.m. at the Park Avenue Community Center to answer questions and receive public input on the draft. He stated any questions or comments can be sent to Ms. Brindle at wbrin@salisburync.gov, and he noted a copy of the draft is available on the City's website.

City Manager Jim Greene pointed out Council will only have one meeting in December. He wished Council a wonderful and safe holiday season and presented Salisbury logo items to Councilmembers. He wished everyone a Happy Holiday.

COUNCIL COMMENTS

Councilmember Post noted \$267 million has been invested in the City's water and sewer system and there is a need for additional investment to maintain the system. He thanked staff for all the work they do for the City.

Councilmember McLaughlin thanked staff for all it does for the City, and he thanked Public Works for the hat that had given him. He stated he looks forward to continuing the work of Council, and he indicated he would like to focus on crime and safety issues to include reducing the speed limit to 25 mph inside the City limits.

Councilmember Smith thanked staff, citizens who attend the Council meetings, and those that provide words of encouragement. He noted he appreciates community engagement, and he wished everyone a great holiday.

MAYOR PRO TEM'S COMMENTS

Mayor Pro Tem Sheffield pointed out the Community Appearance Commission will open voting on December 12, 2023 for its downtown store holiday decorating contest. She noted votes can be cast online at salisbruync.gov/holidaydecor.

Mayor Pro Tem Sheffield thanked those who helped make the employee holiday luncheon a success, and she indicated it was nice to be there to serve and have an opportunity to thank employees for the great work they do for the City. She added the Boards and Commissions Reception took place last week to honor the volunteers who work so hard for the City. She thanked Public Works Director Chris Tester and his team for their work to collect leaves throughout the City, and she wished everyone a safe and happy holiday.

MAYOR'S ANNOUNCEMENTS AND COMMENTS

Mayor Alexander thanked staff for the professionalism and passion it extends to the community. She added it was great to see such a wonderful turnout at the City's employee luncheon, and she wished everyone a wonderful and safe holiday.

(a) **Photos with Santa and the Grinch at Bell Tower Green**

Mayor Alexander announced Downtown Salisbury, Inc. will host photos with Santa and the Grinch at Bell Tower Green Park Saturday, December 9, 2023 from 10:00 a.m. until 1:00 p.m. Free rides on the antique fire trucks with Santa and the Grinch will take place from 1:30 p.m. until 4:00 p.m.

(b) **New Year's Eve Celebration at Bell Tower Green**

Mayor Alexander announced the City of Salisbury will host the New Year's Eve at the Bell Tower celebration Sunday, December 31, 2023 at Bell Tower Green. Festivities begin at 9:00 p.m. and include food trucks, live entertainment, a live video feed from Time's Square, and ringing in the New Year at midnight.

ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Post. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Smith and Post voted AYE. (5-0)

The meeting was adjourned at 8:41 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk



Salisbury City Council Agenda Item Request Form

Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Salisbury Parks and Recreation Department

Name of Presenter(s): Sam Wilborn

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment Appropriating a Parks & Recreation donation/sponsorship to the FY2023-2024 budget for \$2083.00 to help with expenses related to the Reels and Riffs Movies and Music Series.

Description of Requested Agenda Item. The City has received a donation/sponsorship of \$2083.00 for expenses related to the Reels and Riffs Movies and Music Series. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

Fiscal Note: *(If fiscal note requires approval by the finance department because the item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at the bottom of the form and provide supporting documents)*

Action Requested of Council for Agenda Item: Adopt a Budget Ordinance amending the FY2023-2024 Budget in the General Fund of \$2083.00 for additional revenue. *(Please note if the item includes an ordinance, resolution, or petition)*

Contact Information for Group or Individual: Sam Wilborn 704-638-2139.

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Mark Dora
Finance Manager Signature

R. J. Whitzer
Department Head Signature

Tracey Keyes
Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE PARKS AND RECREATION DONATION

Be it ordained by the City Council of the City of Salisbury, North Carolina, as follows:

Section 1. The City has received a sponsorship/donation in the amount of \$2,083.00 for expenses related to the Reels and Riffs Movies and Music Series. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2023-24 Budget Ordinance of the City of Salisbury, adopted on June 20, 2023 is hereby amended as follows:

(a) That the following General Fund line items be amended as follows:

- | | | |
|-----|---|--------------------|
| (1) | Increase line item 010-611-000-5131.05
BTG Recreation Programs | <u>\$ 2,083.00</u> |
| (2) | Increase line item 010-000-000-4515.02
Recreation Special Events | <u>\$ 2,083.00</u> |

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 01/02/2024

Name of Group(s) or Individual(s) Making Request: Salisbury Police Department/ Chief PJ Smith

Name of Presenter(s): City Manager and City Council

Requested Agenda Item:

Authorizing the sale of duty sidearm and distribution of issued duty badge to retiring Police Captain Lee Walker and Lieutenant Russell DeSantis.

Description of Requested Agenda Item:

It is customary to offer a retiring officer their sidearm as a purchase from the City for \$1. I have included the NCGS that authorizes the sale. Both Officers have a retirement date of January 1, 2024.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item:

(Please note if item includes an ordinance, resolution or petition)

Authorize the sale of City property to retiring Police Captain Lee Walker and Lieutenant Russell DeSantis as outlined in NC General Statute 20-187.2.

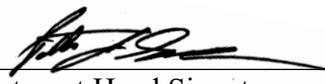
Contact Information for Group or Individual: Chief PJ Smith, SPD 704-638-5333

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature



Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:

The sidearms of note are the following:

Captain Walker
Glock Model 45/9mm
Serial# BZLH800

Lieutenant DeSantis
Glock Model 45/9mm
Serial# BZLH797

§ 20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year.

(c) For purposes of this section, certified probation and parole officers shall be considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b).)

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Kelly Baker

Name of Presenter(s): n/a

Requested Agenda Item: Council to consider adopting the 2024 State Action Plan.

Description of Requested Agenda Item: The proposed 2024 State Action Plan is attached for Council's consideration. State lobbyist Hampton Billips made proposed adjustment to the plan based on feedback from Salisbury and from state initiatives.

Attachments: Yes No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

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Action Requested of Council for Agenda Item: Council to consider adopting the 2024 State Action Plan.

. Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Kelly Baker

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council) Announcement

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Kelly Baker

Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Approved Delayed Declined

2023-24 STATE ACTION PLAN

ISSUE	ACTION ITEMS
<p>ECONOMIC DEVELOPMENT</p>	<ul style="list-style-type: none"> • Support small businesses located in downtown and downtown revitalization efforts.-2024 Initiative • Support municipal voluntary annexation authority. – 2023 WIN • Support efforts and legislation that ensure equitable distribution of local sales and use taxes that recognizes the economic impact the City’s budget in the county.-2024 Initiative
<p>PUBLIC INFRASTRUCTURE</p>	<p>TRANSIT</p> <ul style="list-style-type: none"> • Support Micro-Transit being included in SMAP funding definitions -2024 Initiative • Seek DOT funding to support current public transit and transportation programs-2024 Initiative • Support efforts to maintain and increase funding to the Powell Bill- 2023 WIN • Support funding opportunities to expand electric vehicle charging stations and opportunities to convert fleet vehicles to electric.-2024 Initiative • Support efforts to create a multi-modal transit center through revitalization of existing Depot Train Station.-2024 Initiative • Support efforts to create a municipal fueling station to include electric charging stations for EV fleet. - 2024 Initiative <p>ENVIRONMENTAL</p> <ul style="list-style-type: none"> • Support Storm Water Infrastructure initiatives, especially pertaining to stream restoration-2024 Initiative • Track and participate in the development of the High Rock Lake Nutrient Management Strategy -2024 Initiative <p>STREET MAINTENANCE</p> <ul style="list-style-type: none"> • Identify and seek DOT funding opportunities to support streetscape and underground infrastructure efforts in downtown-2024 Initiative
<p>QUALITY OF LIFE</p>	<ul style="list-style-type: none"> • Support opportunities to increase access to affordable housing-2024 Initiative • Support efforts to preserve local control of outdoor advertising-2023 WIN • Support legislation that would assist municipalities in caring for their homeless population-2024 Initiative • Support legislation that provides local government authority for regulations concerning tree removal- 2023 WIN • Identify and seek funding opportunities for outdoor recreational needs-2024 Initiative • Support efforts to identify and provide initiatives related to youth engagement.-2024 Initiative

PUBLIC SAFETY

- Support funding for police and fire safety equipment.- **2023 WIN**
- Support funding for downtown fire loops. – **2023 WIN**
- Identify and support non-traditional violence prevention programs being implemented. -**2024 Initiative**
- Identify and seek funding for the construction of a firing range for use by local law enforcement officers. -**2024 Initiative**

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Kelly Baker

Name of Presenter(s): n/a

Requested Agenda Item: Council to consider adopting the 2024 Federal Action Plan.

Description of Requested Agenda Item: The proposed 2024 Federal Action Plan is attached for Council's consideration. Only a few minor changes have been proposed to the plan since major federal changes are not expected until after the 2024 election. Feedback received from Council and Management Team has been incorporated into the Plan.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: Council to consider adopting the 2024 Federal Action Plan.
. Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Kelly Baker

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council) Announcement

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Kelly Baker

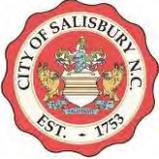
Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Approved Delayed Declined



2024~~3~~ (FY25~~4~~) FEDERAL ACTION PLAN

CATEGORY	PROJECTS AND POLICY NEEDS
<p>COMMUNITY AND ECONOMIC DEVELOPMENT</p>	<p>EMPIRE HOTEL: Restoration and redevelopment of this historic property located in the heart of downtown and planning for surrounding area improvements.</p> <p>BROADBAND: Subsidy for cost of services, system improvements, and debt reduction.</p> <p>EDUCATION AND WORKFORCE DEVELOPMENT: Support County, Chamber, academic institutions and other community partners by supporting their applications for federal assistance, particularly training funds.</p> <p>NEIGHBORHOOD REVITALIZATION: Support efforts to stabilize and revitalize underserved communities such as the West End, East End, Park Ave., Cone Mill and former Kesler Mill area by maximizing funding levels for FY24 Brownfields Program, Choice Neighborhoods, and Community Development Block Grants.</p> <p>HISTORIC PRESERVATION OF UNDERREPRESENTED COMMUNITIES: Surveys and inventories of historic properties associated with the City’s African American residents including, among other sites, the Lincoln Elementary School.</p>
<p>QUALITY OF LIFE</p>	<p>HOUSING: Rehabilitate blighted houses in established communities to create affordable housing for low-to-moderate income families and seniors.</p> <p>HOMELESSNESS: Identify programs and work with community partners to reduce homelessness; seek additional funding for staff positions to work directly with homeless population in order to connect human service needs.</p> <p>OPIOIDS: Help the City and local community partners battle the opioid epidemic, such as Rowan County’s need for a treatment center.</p> <p>NUTRITION: Better access to fresh foods to improve healthy living and remove food deserts.</p> <p>VETERANS: Seek programs that support veterans’ services, including medical help, mental health, and workforce development/job training in a holistic manner.</p> <p>RE-ENTRY / SECOND CHANCE: Reduce societal and legal barriers for ex-offenders to become productive members of the community to improve public safety, strengthen families, and grow our economy.</p> <p>CLEANER ENVIRONMENT: Energy efficiency and sustainability; fleet conversion, equipment and buildings; charging stations; waste reduction; and recycling challenges. Continue funding the Energy Efficiency and Conservation Block Grant</p> <p>PARKS AND RECREATION: Conduct master plan for existing civic center to create a Community Center Complex in a historically underserved community that relocates and improves the city’s sole public pool.</p>

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<p>PUBLIC SAFETY</p>	<p>POLICE:</p> <ul style="list-style-type: none"> • Reduce gun violence, gangs, and violent crime, and support innovative policing initiatives. • After-school programs for at-risk youth, juvenile crime prevention through recreation, summer camps. • Help the City and local community partners develop a Sequential Intercept Model to address mental health needs and crisis situation through a co-responder and crisis center available to law enforcement. • <u>Remove match requirements for COPS program, improve recruitment and retention (student loan forgiveness for serving years in sworn position), and fund smaller jurisdictions with high crime.</u> • <u>Seek funding for the construction of a firing range for use by local law enforcement agencies.</u> <p>FIRE:</p> <ul style="list-style-type: none"> • Downtown fire suppression initiatives, including infrastructure, equipment, and training, including timeline extensions as they relate to supply chain delays. • Emergency Operation Center. • Fire stations and equipment.
<p>ENVIRONMENTAL</p>	<p>TRANSPORTATION:</p> <ul style="list-style-type: none"> • Greenway enhancements and expansion, bicycle routes and safe routes to schools. • Road and bridge improvements. • <u>Improve route service to historically disadvantaged communities including implementation of microtransit alternatives.</u> • <u>Support efforts to create a municipal fueling station to include electric charging stations for EV fleet.</u> <p>WATER /SEWER AND STORMWATER:</p> <ul style="list-style-type: none"> • Prompt implementation of a well-engineered Sedimentation and Flood Protection Plan for the City’s raw water pump station and related infrastructure that secures the public water supply for 52,000 customers of SRU • Support City of Salisbury FEMA BRIC grant application. • Upgrade <u>the City’s</u> aging water and wastewater infrastructure. • Sustainability retrofits for stormwater resiliency. • Assist smaller, stressed systems and promote regional water and wastewater partnerships. • Provide Clean Water Act (CWA) regulatory <u>relief that includes prohibiting unfunded mandates on local governments under National Pollutant Discharge Elimination System permitting process.</u> • Reduce PFAS and lead exposure. • Stream restoration. • Prohibit unfunded mandates on local governments under National Pollutant Discharge Elimination System permitting process.

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Commented [RHI]: Is this still an issue for the city? If so what is the specific impacts we can share with the congressional delegation and EPA?

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 **STRATEGICS** For more information contact Leslie Mazingo, (202) 255-5760, leslie@strategics.consulting
or Ron Hamm, (202) 596-8384, rhamm@hammconsulting.com.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Salisbury-Rowan Utilities

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Alexander Court Subdivision Sewer Infrastructure Agreement

Description of Requested Agenda Item: CC&W Development Group, LLC is developing a residential subdivision known as the Alexander Court Subdivision. The development will be located on one parcel of property totaling approximately 63 acres near Salisbury, bordered to the north by Crane Creek and to the south by Earnhardt Road. Salisbury-Rowan Utilities (SRU) has determined that providing sewer service to the proposed development requires sewer improvements ancillary to the development; specifically, upgrades to SRU's Crane Creek Lift Station.

In lieu of constructing the required improvements, the developer has requested, and SRU has agreed, that CC&W Development Group be allowed to pay SRU the estimated value (\$77,000) of the required improvements and allow SRU to complete the required improvements. The amount was calculated by the developer's engineer based on the additional capacity needed at the lift station impacted by the proposed development.

Attachments: Yes No

Fiscal Note: N/A

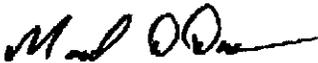
Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to execute an agreement with CC&W Development Group, LLC for the Alexander Court Subdivision sewer infrastructure improvements.

Contact Information for Group or Individual: Jason Wilson, Assistant Utilities Director
704-216-7553, jason.wilson@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

**STATE OF NORTH CAROLINA
COUNTY OF ROWAN**

**AGREEMENT FOR SEWER UTILITY COSTS BETWEEN THE CITY OF SALISBURY,
NORTH CAROLINA AND CC&W DEVELOPMENT GROUP, LLC.**

This Agreement for Sewer Utility Costs (the “**Agreement**”), made this the _____ day of _____, 2024, by and between the **City of Salisbury**, a North Carolina municipal corporation (the “**Salisbury**”), and **CC&W Development Group, LLC.**, a North Carolina Limited Liability Company (the “**Developer**”), its successors or assigns, (collectively, the “**Parties**”).

For and in consideration of the mutual promises set forth in this Agreement, the Parties do mutually agree as follows:

1. Acknowledgments

- a. Developer is developing a residential subdivision known as the Alexander Court Subdivision (the “**Development**”). The Development will be located on one parcel of property totaling approximately 63 acres near Salisbury, North Carolina, bordered to the north by Crane Creek and to the south by Earnhardt Road. The parcel is more particularly identified as Rowan County Parcel ID no. 058-089.
- b. Salisbury owns and operates a regional water and sewer utility known as “**Salisbury-Rowan Utilities**” which serves the area in the vicinity of the Development.
- c. The Developer desires to install sewer main extensions to serve the proposed Development.
- d. Salisbury has determined that providing sewer service to the Development requires sewer improvements ancillary to the Development; specifically, upgrades to the Salisbury pump station known as Crane Creek Lift Station.
- e. In lieu of constructing the required improvements itself, Developer has requested, and Salisbury has agreed, that Developer be allowed to pay Salisbury the estimated value of the required improvements and allow Salisbury to complete the required improvements.
- f. Developer acknowledges and agrees that the estimated value of the required improvements shall be paid before Salisbury will issue construction permits.
- g. This Agreement is authorized pursuant to G. S. § 162A-201(9)e.
- h. Salisbury may or may not elect to pay for oversizing beyond that level of service to accommodate the Development in order to accommodate

additional potential development within the area.

2. **Developer obligations.** In consideration of the City's obligations in paragraph 3, Developer agrees to the following:
 - a. **Payment.** In consideration of Salisbury's obligation in paragraph 3, and pursuant to G. S. § 162A-201(9)e., Developer agrees to pay Salisbury the lump-sum amount of **Seventy Seven Thousand and 0/100 Dollars (\$77,000.00)** for improvements at the referenced pump station as shown on **Exhibit A**, which is attached and incorporated by reference (the "Payment"). The Payment shall be credited to any system development fee charged or to be charged by Salisbury.
 - b. **Timing of Payment.** The Payment is due upon the later of: (a) the Developer's acquisition of Development, or (b) Developer's application for construction permits. Salisbury shall not be required to issue construction permits until receiving the full Payment.
3. **Salisbury obligations.** In consideration of Developer's obligations in paragraph 2, Salisbury agrees to the following:
 - a. **Sewer improvements.** Salisbury agrees to construct the sewer infrastructure improvements required by the Development. In its sole discretion, Salisbury may elect to construct the minimum infrastructure improvements required by the Development, or may instead elect to use the Payment toward making more substantial infrastructure improvements.
 - b. **Reservation of capacity.** Developer has applied to Salisbury for a construction permit that has been assigned **Permit No. S-2022-13**. The application, including the sealed construction drawings on which it is based, is incorporated into this Agreement by reference (collectively, the "Construction Permit"). Pursuant to the Construction Permit, Salisbury allocates and reserves a wastewater capacity of 56,100 gallons per day for the Development.
4. **Notice.** Any notice allowed or required by this Agreement shall be addressed to the following Project Contacts:

Salisbury-Rowan Utilities
c/o Jason Wilson
1 Water Street
Salisbury, NC 28144

CC&W Development Group, LLC.
Attention: Greg Williams
2805 Walkup Ave.
Monroe, NC 28110
Email: gwilliams@ccwdevelopment.com

Either Party may change the Project Contact by providing notice to the other party in writing.
5. **Miscellaneous.**

- a. Time of the essence. The Parties acknowledge that timely compliance with their duties under this Agreement is essential to this Agreement.
- b. No waiver. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s) whether of a like or different character.
- c. Assignment. This Assignment shall be binding upon and shall inure to the benefit of Salisbury and Developer, their respective heirs, successors, legal representatives and permitted assigns. Developer may assign its rights and obligations hereunder, in which case, such assignment shall relieve Developer of its obligations hereunder, and the assignee of Developer shall accede to the rights and obligations of Developer hereunder.
- d. Amendments in writing. This Agreement may be amended only in a written document signed by authorized representatives of both Parties.
- e. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
- f. Entire agreement. This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between a provision of this Agreement and a provision of a document incorporated by reference herein, the terms of this Agreement will control.
- g. Safe harbor. The Parties acknowledge and agree that this Agreement is intended to meet and comply with the System Development Fee requirements found in Article 8 of Chapter 162A of the North Carolina General Statutes and all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction. To the extent the terms of this Agreement require amendment to comply with any applicable law, rule, regulation, or statute, the Parties agree to work in good faith to effect such amendment.
- h. Severability. If any provision of this Agreement shall be declared invalid or unenforceable and the Parties do not reach an agreement in writing that the remainder of the Agreement shall continue in full force and effect, then the Parties will work in good faith to negotiate and enter into an agreement that corrects the invalid or unenforceable provision and that faithfully implements the intent of this Agreement.
- i. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this

Agreement will have the same validity and force as an "original."

- j. Authority to enter Agreement. The person(s) executing this Agreement on behalf of the Parties have authority to do so as an official, binding act of the respective Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF SALISBURY
A North Carolina Municipal Corporation

By: Jim Greene, Jr., City Manager

ATTEST:

Connie Snyder, City Clerk

CC&W DEVELOPMENT GROUP, LLC.
A North Carolina Limited Liability Company

By: Gregory Williams - Member - Manager
(Name) Title

STATE OF North Carolina
COUNTY OF Union

I, Gretchen Presson, a Notary Public of the County and State aforesaid, do hereby certify that Gregory Williams personally came before me this day and acknowledged that he/she is manager of CC&W Development Group, LLC., a North Carolina Limited Liability Company, and that he/she by authority duly given signed the foregoing instrument as an act of the corporation.

Witness my hand and official and official stamp or seal, this the 5 day of December, 2023

Gretchen Presson
my commission expires: 3-29-2025



Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Salisbury-Rowan Utilities

Name of Presenter(s): Jason Wilson

Requested Agenda Item: NCDEQ Division of Water Infrastructure Funding Acceptance Resolution

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) previously applied for, and was subsequently awarded, a grant in the pre-construction/planning category for the development of an updated Wastewater Treatment Master Plan. The City now needs to accept the American Rescue Plan Act (ARPA) funding, provided from the State Fiscal Recovery Fund (SFRF) offered by the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI). SRU is required to submit a resolution, adopted by City Council, accepting the grant offer in the amount of \$400,000. Once the funding is finalized, a contract will be presented at a future Council meeting and the project should begin shortly thereafter.

Attachments: Yes No

Fiscal Note: N/A

Action Requested of Council for Agenda Item: Council to consider adopting a resolution authorizing the City Manager to execute the Funding Offer and Acceptance of a Pre-Construction Planning Grant for the Salisbury-Rowan Utilities Wastewater Master Plan project in the amount of \$400,000.

Contact Information for Group or Individual: Jason Wilson, Assistant Utilities Director
704-216-7553, jason.wilson@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature


Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****



NORTH CAROLINA
Environmental Quality

November 14, 2023

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director

Mr. Jim Greene, City Manager
City of Salisbury
Post Office Box 479
Salisbury, North Carolina 28145

Subject: Preliminary Project-Scope Approval &
Transmittal of Offer-and-Acceptance Funding Award
Pre-Construction Planning Grant
Salisbury-Rowan Utilities Wastewater Master Plan
DWI Project No.: SRP-W-ARP-0302

Dear Mr. Greene:

The Division of Water Infrastructure (**Division**) has reviewed the recently submitted preliminary project scope information, and we have no objections concerning the document(s) provided. Therefore, we are pleased to inform you the preliminary scoping document is approved herein.

In addition, with this document's approval, the above-referenced project, thusly, is now authorized to receive its intended *American Rescue Plan Act (ARPA)* funding, provided from the State Fiscal Recovery Fund (SFRF), as established in Session Law (S.L.) 2021-180 and S.L. 2022-74; please note projects funded from the SFRF must meet applicable federal law and guidance for the ARPA funds. *The ARPA grant funding will cover one hundred percent (100%) of eligible, pre-construction project planning-and-design costs from the S.L. 2021-180 appropriation.*

Accordingly, enclosed are two (2) copies of an "offer-and-acceptance" document extending the **City of Salisbury** a **funding award** in the total amount of **\$400,000**. This award is made by the Division subject to the "Assurances" and "Conditions" set forth in the enclosed offer-and-acceptance document.

Upon your acceptance, please submit the following items to the Division, and addressed directly to the attention of Pam Whitley (pam.whitley@deq.nc.gov), Division of Water Infrastructure, 1633 Mail Service Center, Raleigh NC 27699-1633:

1. A resolution (sample copy attached), adopted by your governing body, accepting the ARPA grant offer, and making the applicable assurances contained therein;
2. One (1) original copy of the "offer-and-acceptance" document, executed by the designated Authorized Representative (AR) for the project, along with the signed "Standard Conditions" and "Assurances". Please retain the fully executed, second original copy for your files;
3. The Division's *Professional Engineering Services Procurement* Certification, also to be completed by the designated AR for the project; and
4. Sales Tax Certification, if applicable (attached).



Mr. Greene
City of Salisbury
14-Nov-23
Page 2 of 2

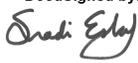
Reimbursement requests must be prepared using our standardized reimbursement-request form. A reference copy of this form has been enclosed for your convenience. You are free to reproduce this form should additional copies be needed. Reimbursement requests shall be forwarded to a DWI Accountant at DWI.Businessoffice@deq.nc.gov. *Once work referenced within the approved scoping document commences, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests.*

Finally, regarding reimbursements, please note the following:

Disbursement is based on the progress made on the project. To obtain payment, you must document the expenditures for which the payment is requested. Final disbursement (10%) will be made only after receiving a final report documenting the completion and findings of the study, as approved herein. **All costs incurred prior to March 3, 2021, are not eligible for ARPA funds, and all ARPA funds must be expended prior to December 31, 2026.**

On behalf of the Department of Environmental Quality, I am pleased to make this offer of ARPA funds, made available by the SFRF. If you have any questions, please contact Doug Newhouse either by telephone at 919.707.9053 or by e-mail at doug.newhouse@deq.nc.gov.

Sincerely,

DocuSigned by:

6300A872077B4C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: ARPA Grant Offer-and-Acceptance Document (2 copies)
Reimbursement-Request Form
Resolution-to-Accept ARPA Grant Offer (suggested format)
Professional Engineering Services Procurement Certification
Sales-Tax Reimbursement Certification Form

cc: Jim Greene, City of Salisbury (e-mail: jim.greene@salisburync.gov)
Trenton Jackson, P.E., CDM Smith, Raleigh NC (e-mail: jacksonta@cdmsmith.com)
Antonio V. Evans, P.E. (DWI, via e-mail)
Trupti Desai, P.E. (DWI, via e-mail)
Doug Newhouse (DWI, via e-mail)
Mark Hubbard, P.E. (DWI, via e-mail)
Pam Whitley (DWI, via e-mail)
Jennifer House (DWI, via e-mail)
DWI Administrative Unit (DWI, via e-mail)
ARPA File (**EREID** – **ERAL**)
DWI Agreement ID: 2000067390

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance – Pre-Construction Planning Grant

Legal Name and Address of Award Recipient (i.e., Applicant):	Project Number:	SRP-W-ARP-0302
City of Salisbury	UEID#:	DS28C17JNR91
Post Office Box 479	Assistance Listing Number:	21.027
Salisbury NC 28145		

Funding Program:

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Stormwater	<input type="checkbox"/>			
Wastewater	<input checked="" type="checkbox"/>			
American Rescue Plan Act (ARPA) Grant	<input checked="" type="checkbox"/>	--	--	\$400,000

Project Description:

Salisbury-Rowan Utilities Wastewater Master Plan

Total Financial Assistance Offer:	\$400,000
Total Project Cost:	\$400,000
Estimated Closing Fee:	\$ - 0 -

Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by: 	11/22/2023
-----0300A872077B4C5... Signature	----- Date

On Behalf of: City of Salisbury
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

----- Signature	----- Date
--------------------	---------------

STANDARD CONDITIONS

1. Acceptance of this funding offer does not exempt the Applicant from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) (not explicitly referred to in this document) and any future requirements implemented by the U.S. Treasury.
2. Applicants shall comply fully with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. The Applicant is responsible for ensuring that any lower-tier-covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent, lower-tier-covered transactions. Applicants may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants the means to perform searches determining whether an entity or individual is excluded from receiving federal assistance.
3. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects also must adhere to North Carolina (NC) State law, specifically NC General Statute (NCGS) §143-64.31, Article 3D, Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS §143-64.32 cannot be used to exempt funding recipients (i.e., applicants) from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
4. Local government units designated as "distressed" must complete the associated requirements of NCGS §159G-45(b).
5. Funds made available by the ARPA to the entity accepting the funds in this document (i.e., the Applicant) must only cover eligible costs incurred on or after March 3, 2021. Funds that are not disbursed by December 31st, 2026, will no longer be available for the project. Unused federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to complete the project in accordance with the Application approved for financial assistance by the Division of Water Infrastructure.
2. The Applicant is responsible for paying for those costs ineligible for ARPA funding including, but not limited to, any amount in excess of the amount of this funding offer. The Applicant agrees to establish and to maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records shall be maintained during the completion of the project, and these records shall be retained and made available for a period of at least three (3) years following completion of the project.
3. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with NCGS §159-34. Partial disbursements on this Award will be made promptly, upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its professional services' provider(s), and to retain only such amount(s) as allowed by NCGS.
4. The Applicant shall expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.
5. Funds must be spent fully (i.e., fully reimbursed to the Applicant) by December 31st, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application, and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, shall be fulfilled.

.....
Signature

.....
Date

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered Pre-construction Planning Grant ARPA funding in the amount of \$400,000 to perform the work detailed in the submitted application, and

WHEREAS, the City of Salisbury intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, NC:

That the City of Salisbury does hereby accept the ARPA grant offer of \$400,000; and

That the City of Salisbury does hereby give assurance to the North Carolina Department of Environmental Quality that any *Conditions* or *Assurances* contained in the *Funding Offer and Acceptance* (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (State), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and

That Jim Greene, Jr., City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Adopted this the 2nd day of January, 2024 at Salisbury, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Salisbury, NC does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of a grant from the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the 2nd day of January, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title)

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Salisbury-Rowan Utilities

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Local Water Supply Plan Resolution

Description of Requested Agenda Item: A Local Water Supply Plan (LWSP) is required of all public water systems and must be updated every five years. SRU staff previously updated and submitted plans for the City of Salisbury's water system. The NC Department of Environmental Quality (NCDEQ) has reviewed the 2022 LWSP updates and determined that it meets the provisions established by NCGS 143-355 (1). The final step is the submittal of a resolution by the City Council approving the LWSP.

Attachments: Yes No

Fiscal Note: N/A

Action Requested of Council for Agenda Item: Council to consider adopting a RESOLUTION approving the Local Water Supply Plan for the City of Salisbury water system.

Contact Information for Group or Individual: Jason Wilson, Assistant Utilities Director
704-216-7553, jason.wilson@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature



Department Head Signature

Budget Manager Signature

******All agenda items must be submitted at least 7 days before the requested Council meeting date******

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

Salisbury

2022 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: **Salisbury** PWSID: **01-80-010**
Mailing Address: **PO Box 479** Ownership: **Municipality**
Salisbury, NC 28145
Contact Person: **Jason H. Wilson, PE** Title: **Assistant Utilities Director**
Phone: **704-216-7553** Cell/Mobile: **--**

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-12	11.40 %
Cast Iron	6-16	34.20 %
Ductile Iron	6-36	37.30 %
Galvanized Iron	.75-2	3.90 %
Other	.75-2	0.20 %
Polyvinyl Chloride	2-8	13.00 %

What are the estimated total miles of distribution system lines? **388 Miles**

How many feet of distribution lines were replaced during 2022? **0 Feet**

How many feet of new water mains were added during 2022? **8,313 Feet**

How many meters were replaced in 2022? **101**

How old are the oldest meters in this system? **8 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **1,308**

What is this system's finished water storage capacity? **7.7300 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

NOTE Majority of new construction is PVC or DIP for water lines 8" and smaller, and DIP for water line 12" and greater. Statistics for length and material type have been updated using GIS mapping of the distribution system. Total miles of waterline changes as we update and refine our GIS information.

During 2017, all meters were finished being replaced with the implementation of the Advanced Metering Infrastructure project.

Irrigation count updated from GIS data.

Accepted the following public waterline extensions in 2022: Ashton Manor PHII, Shay Crossing PHI, Rowan County Roadway Project, Peeler Road Extension, NPI85 Commerce Center.

Programs

Does this system have a program to work or flush hydrants? **Yes, 2 Years or More**

Does this system have a valve exercise program? **No**
 Does this system have a cross-connection program? **Yes**
 Does this system have a program to replace meters? **Yes**
 Does this system have a plumbing retrofit program? **No**
 Does this system have an active water conservation public education program? **Yes**
 Does this system have a leak detection program? **Yes**

NOTE Salisbury has the capability to perform acoustic leak noise detection as well as leak logging with the deployment of Pernalog+ leak detection equipment.

Water Conservation

What type of rate structure is used? **Uniform**
 How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**
 Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

NOTE There is a bi-directional interconnection to provide up to 2 MGD with the City of Statesville in an emergency.

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Yadkin River (18-1)	100 %	Rowan	100 %

What was the year-round population served in 2022? **48,394**
 Has this system acquired another system since last report? **No**

NOTE Population based on the number of taps in our system, multiplied by 2.35.

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	17,501	2.3677	0	0.0000
Commercial	2,241	1.7907	0	0.0000
Industrial	113	2.6052	0	0.0000
Institutional	615	0.7809	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.3338 MGD**

NOTE System processes reduced from previous years due to plant changes.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
China Grove	01-80-040	0.4588	365	2.0000		Yes	Yes	12	Regular
East Spencer	01-80-060	0.1629	365	0.5000		Yes	Yes	8	Regular
Kannapolis	01-80-065	0.0000	0	0.0000	2016	No	Yes	12	Emergency
Landis	01-80-038	0.0000	0	2.0000	2016	No	Yes	12	Emergency
Northeast Rowan County Water System	20-80-082	0.1090	365			Yes	Yes	12	Regular
Statesville	01-49-010	0.0000	0	2.0000	2024	Yes	Yes	16	Emergency

NOTE All sales are taken from AMI data.

3. Water Supply Sources

Monthly Withdrawals & Purchases								
	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	9.1600	10.2300	May	9.9500	12.2100	Sep	10.8600	12.1700
Feb	9.1600	10.2400	Jun	11.5200	12.7800	Oct	9.8800	11.9300
Mar	8.1400	10.4700	Jul	11.3000	12.4300	Nov	9.5100	10.3600
Apr	7.3700	8.3800	Aug	11.3900	12.3500	Dec	9.4400	11.7200



Surface Water Sources							
Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Yadkin/South Yadkin		9.8110	365	12.7800	108.0000	F	0.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)							
Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Yadkin/South Yadkin		3,228	Yes	Yadkin River (18-1)	Davie		Regular

What is this system's off-stream raw water supply storage capacity? **28 Million gallons**

Are surface water sources monitored? **Yes, Daily**

Are you required to maintain minimum flows downstream of its intake or dam? **No**

Does this system anticipate transferring surface water between river basins? **No**

Water Purchases From Other Systems									
Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Statesville	01-49-010	0.0000	0	2.0000	2024	Yes	Yes	16	Emergency

Water Treatment Plants				
Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Salisbury WTP	24.0000	Yes	Yes	Yadkin/South Yadkin River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2022? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2022? **No**

If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **No**

4. Wastewater Information

Monthly Discharges					
	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	6.7480	May	6.7230	Sep	6.2780
Feb	7.0250	Jun	6.0450	Oct	6.2070
Mar	7.7850	Jul	6.0380	Nov	6.1390

Apr

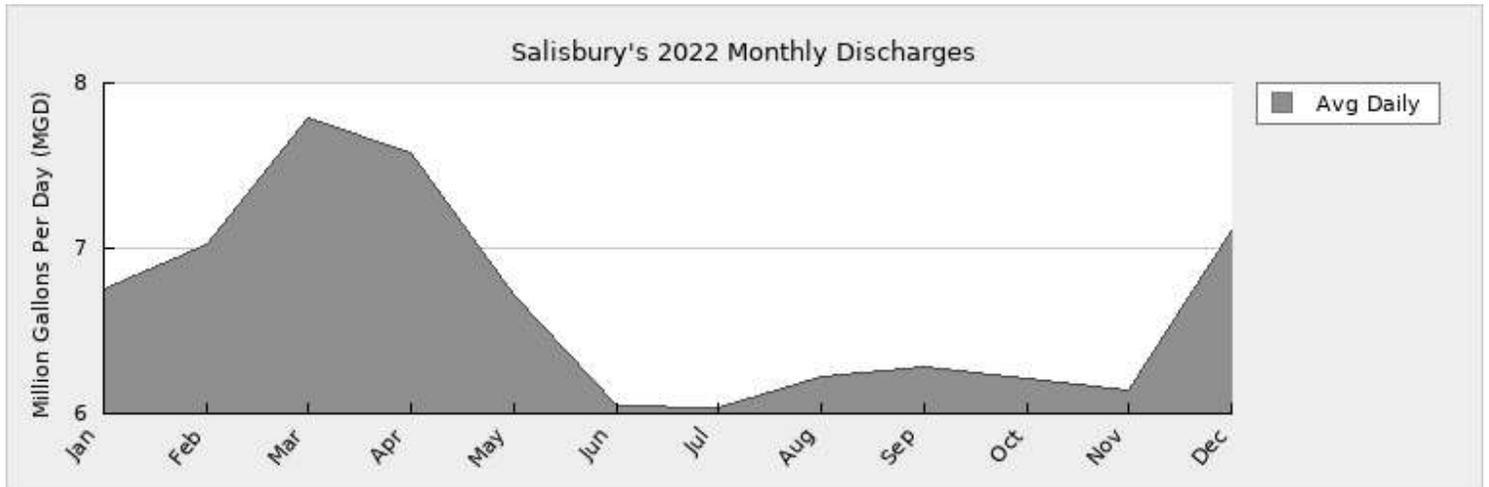
7,5750

Aug

6,2290

Dec

7,1040



How many sewer connections does this system have? 22,412

How many water service connections with septic systems does this system have? 728

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

NOTE Updated sewer service connections from GIS data. China Grove sewer services are included due to Salisbury sewer system serving China Grove.

Wastewater Permits							
Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0023884	WWTP	12.5000	12.5000	6.6580	14.0250	Yadkin River	Yadkin River (18-1)

Wastewater Interconnections					
Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
East Spencer	01-80-060	Receiving	0.1198	365	0.5000
Faith	01-80-055	Receiving	0.0443	365	0.1800
Landis	01-80-038	Receiving	0.2867	365	2.0000

5. Planning

Projections							
	2022	2030	2040	2050	2060	2070	
Year-Round Population	48,394	61,840	72,381	83,672	95,758	106,552	
Seasonal Population	0	0	0	0	0	0	
Residential	2,3677	2,9700	3,4700	4,0200	4,6000	5,1100	
Commercial	1,7907	2,2260	2,6060	3,0120	3,4470	3,8360	
Industrial	2,6052	2,8660	3,1520	3,4680	3,8140	4,1960	
Institutional	0,7809	0,8590	0,9450	1,0390	1,1430	1,2580	
System Process	0,3338	1,0700	1,2200	1,3800	1,5600	1,8300	
Unaccounted-for	1,2020	0,6265	0,7144	0,8101	0,9133	1,0177	

NOTE Population estimates based off the number of service connections multiplied by 2.35. Assumed 2% increase in county population each 5 years after 2035.

Future years residential usage is based on 48 gpcd.

City of Salisbury goal is to serve 50% of projected Rowan County by 2050.

Future demands will be predominantly residential and commercial customers. Future commercial demands are expected to be approximately 75% of res. demand. Industrial and institutional demand to increase 10% every 10 years.

Demand v/s Percent of Supply						
	2022	2030	2040	2050	2060	2070
Surface Water Supply	108.0000	108.0000	108.0000	108.0000	108.0000	108.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	108.0000	108.0000	108.0000	108.0000	108.0000	108.0000
Service Area Demand	9.0803	10.6175	12.1074	13.7291	15.4773	17.2477
Sales	0.7307	2.6090	2.6090	2.6090	2.6090	2.6090
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	9.8110	13.2265	14.7164	16.3381	18.0863	19.8567
Demand as Percent of Supply	9%	12%	14%	15%	17%	18%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 49 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No Changes.**

Are there other demand management practices you will implement to reduce your future supply needs? **Salisbury has completed an Advanced Metering Infrastructure (AMI) project that has replaced all meters. This facilitates many demand management practices, including detailed water audits, customer side leak detection, targeted water use education and enhanced enforcement of conservation measures.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **None.**

How does the water system intend to implement the demand management and supply planning components above? **SRU has made customer portals available to view hourly use data for their personal water meter. This allows customers to see a detailed water-use report and can properly make decisions on how to reduce water-use. Technical support to help customers set up their account is available if needed. SRU also has a proactive water leak detection practice where we can investigate small leaks prior to them turning into major issues. This enables us to cut down on water loss, and repair costs of untimely large breaks.**

Additional Information

Has this system participated in regional water supply or water use planning? **Yes, Yes, In 2016, Salisbury helped form the Yadkin - Pee Dee Water Management Group. The purpose of this group is to promote regional water supply planning.**

What major water supply reports or studies were used for planning? **TECHNICAL REPORT: HIGH ROCK DAM AND HIGH ROCK LAKE SEDIMENTATION FLOODING EFFECTS AS ESTIMATED USING HEC-RAS MODELING, City of Salisbury (Salisbury-Rowan Utilities), January, 2006 NUMERICAL SEDIMENTATION INVESTIGATION, YADKIN RIVER, NORTH CAROLINA, Mobile Boundary Hydraulics, February, 2007 HIGH ROCK DAM AND SEDIMENT DELTA FLOODING AND SEDIMENTATION EFFECTS (19272058) ON CITY OF SALISBURY CRITICAL INFRASTRUCTURE, Martin Doyle, February 2007 and FINAL ENVIRONMENTAL IMPACT STATEMENT FOR HYDROPOWER LICENSES YADKIN HYDROELECTRIC PROJECT FERC PROJECT NO. 2197073 YADKIN-PEE DEE RIVER HYDROELECTRIC PROJECT FERC PROJECT NO. 2206030 NORTH CAROLINA, Federal Energy Regulatory Commission, April 2008, Reports on file with NC Division of Water Resources, Raleigh, NC**

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the Salisbury Water System, has been developed and submitted to the North Carolina Department of Environmental Quality

WHEREAS, the North Carolina Department of Environmental Quality finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Salisbury Water System as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury that the Local Water Supply Plan entitled, the Salisbury Water System dated April 1, 2022, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City of Salisbury intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

ATTEST:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Planning and Neighborhoods Department

Name of Presenter(s): N/A

Requested Agenda Item: Voluntary Annexation Request – Woodleaf Road, by WK Dickson & Co., Inc.

Description of Requested Agenda Item:

The Planning and Neighborhoods Department has received a petition from WK Dickson & Co., on behalf of George and Beverly Dillard to annex 58.07 acres, located on Woodleaf Road and identified on Rowan County Tax Map 328 as Parcels 050, 066, and 110. In accordance with State Statutes, the annexation request will be discussed at three Council meetings. At the first meeting, Council will receive the request and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request. At the second meeting, staff will certify the statutory requirements have been met, and Council will set a public hearing date. At the third meeting, Council will hold a public hearing and vote on the annexation.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Fiscal impact is unknown at this time. This will be investigated and included in future Council correspondence.

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

City Council to receive the request for the voluntary annexation of Tax Map 328 Parcels 050, 066, and 110, located on Woodleaf Road, and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request

Contact Information for Group or Individual:

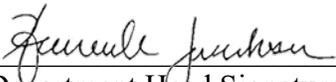
Hannah Jacobson, Planning and Neighborhoods Director
704-638-5230 / Hannah.jacobson@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature



Department Head Signature

Budget Manager Signature

******All agenda items must be submitted at least 7 days before the requested Council meeting date******

For Use in Clerk's Office Only

Approved

Declined

Reason:

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1, FOR VOLUNTARY ANNEXATION OF TAX MAP 328 PARCELS 050, 066, AND 110, 58.07 ACRES LOCATED ON WOODLEAF ROAD.

WHEREAS, a petition requesting annexation of an area described in said petition has been received on January 2nd, 2024 by the City Council; and

WHEREAS, G.S. 160A-58.1 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury:

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of that investigation.

Karen K. Alexander, Mayor

ATTEST:

Connie B. Snyder, NCCP
City Clerk

Date: 11/28/23



PETITION REQUESTING VOLUNTARY ANNEXATION

Parcel 328 110 , 328 066, 328 050 Woodleaf Road

We the undersigned owners of real property respectfully request that the area described on the attached documents be annexed into the City of Salisbury. By signing this petition, we understand that the following conditions are the responsibility of the petitioners. Failure to meet the conditions may delay or invalidate the request:

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>328</u> PCL <u>110</u>	<u>George Dillard &</u>	<u>George Dillard</u>	2800 Woodleaf Road <u>SALISBURY, NC 28147-9539</u>
TM <u>328</u> PCL <u>066</u>	<u>Beverly Dillard</u>	<u>Beverly Dillard</u>	
TM <u>328</u> PCL <u>050</u>			

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Bridget McClellan Telephone Number (704) 649-6601

For Office Use Only:

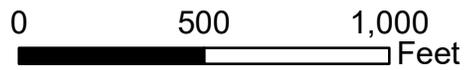
Total number of parcels 3 Number Signed 3 % Signed 100 Date Returned 11/29/23
 Contiguous per GS 160A-31 or Non-contiguous "satellite" per GS 160A-58 ✓ (check one)

CITY OF SALISBURY

P.O. BOX 479, SALISBURY, NORTH CAROLINA 28145-0479



Woodleaf Road Annexation



Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 01/02/2024

Name of Group(s) or Individual(s) Making Request: Salisbury Police Department/ Chief PJ Smith

Name of Presenter(s): Police Chief PJ Smith

Requested Agenda Item: Council to consider approving an update to the job classification system in the Police Department to change the title of Captain to the title of Major.

Description of Requested Agenda Item: There will be no changes to the salary classification or job duties. The proposed change of job title is in alignment with other Police Departments in the state. The current position of Captain has the same responsibilities of Major's at surrounding agencies of like size and structure.

Attachments: Yes No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item:

Approve an update to the job classification system in the Police Department to change the title of Captain to the title of Major. There will be no changes to the salary classification or job duties.

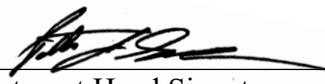
Contact Information for Group or Individual: Chief PJ Smith, SPD 704-638-5333

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature


Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: City Attorney

Name of Presenter(s): City Attorney Graham Corriher

Requested Agenda Item: Set a public hearing regarding an Annexation Agreement with the Town of Spencer for January 16, 2024.

Description of Requested Agenda Item: The Town of Spencer has received a request for voluntary annexation that will require an Annexation Agreement between the City of Salisbury and the Town of Spencer. The property requesting annexation is on Hawkinstown Road. It is closer to Salisbury's corporate limits but it is within Spencer's extraterritorial jurisdiction (ETJ). One of the guiding principles for our annexation agreements with other municipalities is that the annexing municipality should be allowed to annex within its ETJ. Salisbury staff has reviewed this request and is in support of entering into an Annexation Agreement with Spencer to allow Spencer to annex this property. This Annexation Agreement would only relate to this particular property; it would not have any effect on annexations in other areas. Salisbury and Spencer continue to work together on a more comprehensive Annexation Agreement for other areas that will be presented to the respective boards at a later date.

The public hearing regarding the proposed Annexation Agreement was originally advertised for Council's January 2, 2024 meeting but needs to be postponed until Council's January 16, 2024 meeting.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: Set a public hearing regarding an Annexation Agreement with the Town of Spencer for January 16, 2024.

Contact Information for Group or Individual: City Attorney Graham Corriher (704) 638-5309

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

Salisbury City Council Agenda Item Request Form



FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

******All agenda items must be submitted at least 7 days before the requested Council meeting date******

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Planning and Neighborhoods – Historic Preservation Commission

Name of Presenter(s): Emily Vanek, Planner

Requested Agenda Item: Council to hold a public hearing and consider adoption of an ordinance designating the “Murdoch-Wiley House” located at 203 West Bank Street as a Local Historic Landmark - Property

Description of Requested Agenda Item: NCGS 160D-945 authorizes the governing body of municipalities to designate historic landmarks that are deemed and found by the Historic Preservation Commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling, and association.

On August 10, 2023, the Historic Preservation Commission received a Local Historic Landmark - Property (LHL-P) pre-application from Karen Lilly-Bowyer, applicant, and Carol Palmer, owner. The Commission found that the property may meet the requirements of LHL-P designation. The applicant prepared the attached LHL-P report, which was submitted to the NC State Historic Preservation Office (SHPO) for review and comment, per NCGS 160D-946. The SHPO submitted a response on October 27, 2023, which certified that the designation report was complete. On November 9, 2023, the Historic Preservation Commission received a final Local Historic Landmark application from the property owner. The Commission found that the property has special significance for its architectural and cultural importance and that it retains all seven aspects of its integrity. The Commission voted to recommend approval of the LHL-P application to City Council.

The Murdoch-Wiley House is located within the Salisbury National Register Historic District and West Square Local Historic District.

Attachments: Yes No

1. Staff report
2. Local Historic Landmark designation report as prepared by the applicant
3. Property tax implications report
4. Draft designation ordinance

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

City Council to consider adoption of an ordinance to designate the Murdoch-Wiley House at 203 W. Bank Street as a Local Historic Landmark - Property

Salisbury City Council Agenda Item Request Form



Contact Information for Group or Individual:

Emily Vanek, Planner
704-638-5311 | emily.vanek@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:



Historic Preservation Commission
Local Historic Landmark Application
Staff Report

Case #: HL-04-2023
Case Staff: Emily Vanek

Owner(s): Carol Palmer
Authorized Agent(s): Karen Lilly-Bowyer

LOCATION

District: West Square Local Historic District and Salisbury
National Register Historic District
Buildings: Murdoch-Wiley House
Street: 203 West Bank Street
Tax Parcel #: 010 168

BUILDING DESCRIPTION

Classification: Pivotal
Year Built: 1869
Style: Italianate

Photo:



LOCAL HISTORIC LANDMARK BACKGROUND

Local Historic Landmark—Property (LHL-P): A building, structure, site, or object, which may or may not be listed on the National Register of Historic Places, and is an outstanding example of a historic resource and is intended to be recognized for its architectural integrity. In addition to documented special significance, these properties maintain the highest degree of integrity and are further recognized for their rarity among properties in Salisbury.

Criteria to Designate as a Local Historic Landmark—Property (LHL-P)

- The proposed property must be found to have special significance for its historical, prehistorical, architectural, or cultural importance in at least one of the special significance criterion:
 - Criterion A: Association with events that have made a significant contribution to the broad patterns of our history.
 - Criterion B: Association with the lives of significant persons in our past.
 - Criterion C: Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
 - Criterion D: Yield or may be likely to yield, information important in history or prehistory.
- The proposed property must be found to have integrity in all seven aspects.
 - Location: Where the historic property was constructed or the place where the historic event occurred.
 - Design: The combination of elements that create the form, plan, space, structure, and style of a property.
 - Setting: The physical environment of a historic property.
 - Workmanship: The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
 - Materials: The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
 - Feeling: The property's expression of the aesthetic or historic sense of a particular period of time.
 - Association: The direct link between an important historic event or person and a historic property.

Consequences of Landmark Designation

A local historic landmark shall obtain a Certificate of Appropriateness (COA) from the HPC or staff before any changes are made on the landmarked portion of the property. The property owner is eligible for a 50% deferral on property taxes for features that are included in the landmark designation. This may include the building, grounds, and interior depending on how the local landmark ordinance was adopted.

STAFF FINDINGS

Special Significance

The applicant is requesting consideration for Local Historic Landmark-Property designation for the Murdoch-Wiley House under Criteria C. The house is proposed for designation from association with its builder and first owner, William Murdoch, who was known as a bridge builder, and constructed Grant's Creek Viaduct and Yadkin River Railroad Bridge (no longer standing) in Salisbury. The house is also proposed for designation as an example of an Italianate styled house.

Integrity

- Location – The house sits where it was originally constructed and has not been moved.
- Design – The Italianate style is known for elaborate designs in windows, cornices, porches, and doorways. On the house, windows with granite crowns, grouped columns on the porch with matched brackets above, which is repeated above the pilasters on the second floor, and the front doorway with sidelights distinguish the Italianate design. The house also reflects the phasing of Italianate design, from simple detailing, shown in the windows, preferred from 1840's to 1860's, to more High Victorian preferences, shown in the front porch, from 1860's to 1880's. The surviving Belvidere is a rare occurrence in southern Italianate houses.
- Setting – The house remains on a corner lot within the West Square neighborhood. The house sits on its original parcel surrounded by period landscaping elements.
- Workmanship – The house is an example of the common simple hipped roof subtype of the Italianate style, with less common stenciling work, and rare surviving Belvidere. The craftsmanship of the stenciling has been well preserved. Vernacular brick and granite are used throughout the house and prepared by stonemason William Murdoch, who was both builder and first owner of the house.
- Materials – Wooden windows, columns, balustrade, and brackets and vernacular brick and granite have been well preserved. Original slate roofing is still present and well-maintained.
- Feeling – The house retains many original details, materials, and workmanship that allow the property to express its historic character.
- Association – The house retains its association with its builder, William Murdoch, who was also the first owner. William Murdoch came to North Carolina from Scotland in the 1830's to work on the North Carolina State Capitol and moved to Salisbury in the 1850's. He was a known stonemason, and known as a bridge builder, and constructed Grant's Creek Viaduct and Yadkin River Railroad Bridge (no longer standing) in Salisbury and built the Murdoch-Wiley House in 1869.

Designation

The landmark application report proposes the entire exterior of the house and site to be included in the landmark designation. Since the property is within the West Square Local Historic District, the exterior of all buildings and site features will still be subject to the Certificate of Appropriateness process and the Local Historic Design Standards, regardless of landmark designation.

No portions of the interior have been proposed for designation. Since the property is located within a Local Historic District, the Landmark designation would not create new local review protections to historic features.

HPC PRE-APPLICATION DECISION

At the September 14, 2023, HPC meeting, HPC determined that the Murdoch-Wiley House is likely to have special significance and integrity warranting designation as a Local Historic Landmark-Property.

SHPO COMMENT

The report was submitted to the State Historic Preservation Office (SHPO) for their review and comment period, as required by NCGS 160D-946. SHPO does not make a recommendation on the approval of a landmark, but determines if there is sufficient information to make a decision on a landmark application. On October 27, 2023, SHPO's response was received and provided to the applicant. Jeff Smith, National Register Coordinator's response is below:

The Murdoch-Wiley House at 203 W. Bank Street in Salisbury is an excellent example of the Italianate architectural style. The overall massing and architectural finishes and features embody this post-bellum style that could be found in an urban townhouse setting just as easily as in a pastoral rural village setting. The property exhibits a high degree of historic integrity. The property possesses integrity of location, setting, design, workmanship, materials, as well as feeling and association. The house's owner and its builder have an important place in the history of Salisbury's built environment. Given its age, integrity, and local significance, the 1868 Murdoch-Wiley House appears to be a good candidate for local landmark designation.

HPC APPLICATION REVIEW

At the November 9, 2023, HPC meeting, the HPC determined that the Murdoch-Wiley House has special significance and integrity warranting designation as a Local Historic Landmark-Property and recommended that the City Council designate the property as a landmark.

I. General Information

1. Common and Historical Name: Murdoch-Wiley House
2. Physical Address: 203 West Bank Street, Salisbury, NC 28144
3. Tax Parcel: 010-168, Rowan County
4. Current Owner: Carol D. Palmer
5. Current Owners Mailing Address: 203 W. Bank Street, Salisbury, NC 28144
6. Appraised Value: \$563,398

II. Abstract

1. The Murdoch-Wiley House, built in 1868 and located in the National Register of Historic Places West Square District of Salisbury, NC, is a rare example of a brick Italianate residence that through careful restoration and maintenance holds a high degree of integrity.
2. The house is being proposed for Local Historic Landmark – Property (LHL-P) designation for its special significance as a property of high artistic value designed and built by a regionally acclaimed master craftsman and for its integrity of design, workmanship, materials, and association. The property was identified as pivotal in the National Register of Historic Places Salisbury Survey of 1975.
3. The exterior of the house, as well as the landscaped lot are to be included in the designation. There are no outbuildings that contribute to the property’s historical significance.

III. Historical Background

1. The Murdoch-Wiley house is unique to the West Square District as the most elaborate brick and stone example of the Italianate style that began to replace the popular Greek Revival style at the beginning of the Civil War and was quickly superseded in popularity by the late 1870s by Queen Anne and Colonial Revival styles. The house has been historically restored to its original condition. The house, as a part of the protected West Square Historic District, continues to maintain the same setting and the feeling that was present at the time of construction. The Murdoch-Wiley House qualifies as historically significant for its architectural design and for its association with a master builder, William Murdoch.

The Murdoch-Wiley house was designed and built by William Murdoch in conjunction with his son-in-law, Samuel Hamilton Wiley. Mr. Wiley had married William’s oldest daughter, Miriam. The house was the first house in Salisbury with indoor plumbing, and the cupola was the highest point in the city when it was built. The two families had lived together in an older house that was originally on the lot. After the Murdoch-Wiley house was built, the families lived together in the new house until William (d. 1892) and Sarah (d.1895) died. Then Samuel (d. 1894) and Miriam (d.1912) lived in the house until their deaths. After that date, no descendants lived in

the house. The house was used as a rental property, the YMCA, and as an antique shop. By 1967, it was in deplorable condition and was condemned by the city. In 1971, the property was purchased by William Reid Monroe. Mr. Monroe, according to records, had some basic work done to stabilize the property. The Allen and Frances Johnson Family Foundation purchased the property in 1974 because they believed that the house was important to the historic fabric of Salisbury. Over the next ten years, their work brought the house back to its historically accurate original shape. In 1984, the house was sold to Donald and Carol Sayers. They continued the restoration of the interior of the house. In 1990, the house was purchased by Franchot and Carol D. Palmer. Mrs. Palmer is the current owner and lives in the house.

The property embodies the distinct characteristic of the Italianate style. The house is two-stories with an attic and it is built on a raised basement. The brick is laid in common one to three bond. The gabled slate roof is underlined by handsome paired brackets. There is a cupola/belvedere in the center roof with a low hipped roof. The roof also shows two internal chimneys. The house has a first-story porch with an overhanging slate roof. The porch is supported by four brick piers. The roof is supported by groups of decorative columns topped with carved brackets. Above the porch roof is a balcony that is formed with decorative cast iron. The rear of the house also has a large porch attached at the first floor. The roof is supported by columns and both the front and rear porches have wooden balustrades.

The interior of the house also maintains its historical integrity. The interior room configuration has not been changed. The main entrance to the house leads to a wide hall. The central focus of the entry hall is a large wooden unpainted staircase. The stairway has a landing 2/3 of the way up where it makes a turn. The house has the same layout on the first and second floors: two rooms on each side of a wide central hallway. There is a smaller room at the rear of each hallway. These rooms were the original washrooms. The interior walls are smooth plaster over solid brick. The exterior walls are 12" thick and the interior walls forming the center hall are 12" thick on the basement level and 8" thick on the first and second floors. The floors are six-inch heart pine boards. Many of these floor boards are 20 feet long. All of the interior doors are natural unpainted pine. The dining room has a distinctive decorative hand painted design on the ceiling. The painting, which is original with the house, has signs of age, but is in amazing condition. Additionally, William Murdoch salvaged two 18th century fireplace surrounds and mantels, as well as several doors from his previous house and installed them in his new house when it was built. These items are in excellent condition. (The older house was built by Maxwell Chambers and used by General Lord Cornwallis for a few days in February of 1781 while in pursuit of General Nathanael Greene during the Revolutionary War.)

In addition to the historical integrity and architectural significance of the Murdoch-Wiley House, the house is also significant for its association with the builder. The Murdoch-Wiley House was built by a master stone cutter. William Murdoch (1811-1893), stone cutter/mason, contractor, and bridge builder, was one of a group of Scots-born stonemasons and stonecutters who were recruited in New York and Philadelphia to come to North Carolina in the 1830s to work on the North Carolina State Capitol and later developed respected careers in the state, achieving prominence in their adopted communities. Murdoch's career as a stonecutter/mason and builder in North and South Carolina spanned more than forty years. After a period of moving from one major construction project to another, Murdoch settled in Salisbury, where he was a leading contractor and manufacturer from the 1850s onward. ¹

While engaged at the state capitol, Murdoch met Sarah S. Colburn, the sister of fellow artisan, stonemason and quarryman, Eleazar Colburn. The couple was married in Raleigh on January 16, 1838, and their first child, Miriam C., was born in Raleigh on December 22, 1838. Their other children were Helen Peden (1841-1843); William A. (b. 1842 or 1843); and Lemuel C. (b. 1846).

The broad outlines of Murdoch's career from his work at Raleigh into the early 1850s are traced in a "Memorial Sketch" published by the Rev. Jethro Rumble in the Salisbury *Carolina Watchman* on January 11, 1894. Rumble, a local historian and longtime pastor of the First Presbyterian Church where Murdoch was a member and ruling elder, knew Murdoch well for more than 30 years. According to family tradition, Murdoch left Raleigh for Fayetteville to work on the United States Arsenal, where William Bell, another Scotsman, was architect and superintendent. From Fayetteville he moved to Charleston, South Carolina, where he was engaged as a mason on the Arsenal Academy and Fort Sumter. From Charleston he went to Graniteville, South Carolina, to build the great Graniteville Cotton Mill (1846-1848), a two-story mill of white granite measuring 350 feet by 50 feet. The mill was the center of a planned industrial village.²

During the late 1840s and the early 1850s, Murdoch found opportunities in the era's burgeoning railroad construction, chiefly in planning and building stone bridges. According to memoirist Hope Chamberlain, "It was said that no bridge-piers planned by him and built under his supervision were ever swept out in a freshet." In 1850, he and his family were listed in the York district of South Carolina, and he gave his profession as "bridge builder." He built bridges for the Charlotte and Columbia Railroad, the Union and Spartanburg Railroad, and other

¹ Hood, Davyd Foard. And Catherine W. Bishir. *North Carolina Architects & Builders: A Biographical Dictionary*, Murdoch, William (1811-1893) NC State University. 2009.

² Hood and Bishir.

lines. It was probably railroading construction that brought the experienced stonemason and bridge builder to Salisbury in 1852. By the early 1850s, the North Carolina Rail Road Company was constructing the portion of its Raleigh-Charlotte route through Rowan and nearby counties. The company's *Contractors Ledger* recorded payments to William Murdoch between May 1852 and September 1855 totaling \$66,616.31 for masonry work, with notations for four specific bridges: the Yadkin River Railroad Bridge at the border of Rowan and Davidson counties; the Rich Fork Bridge and Abbott's Creek Bridge in Davidson County; and the Rocky River Bridge in Cabarrus County.

During 1856 and 1857, Murdoch was building bridges for the Western North Carolina Railroad. To complement its Raleigh to Charlotte route, the WNCRR was planned to branch out west from Salisbury to Asheville, with construction beginning at Salisbury. In October 1856, Murdoch was paid \$6,105, and in 1857 he received \$8,004.65 for his work on four bridges. His best-known bridge was the stone Grants Creek Viaduct (1857), which brought him local fame and continues in use to the present. The annual report of the WNCRR described the viaduct as "substantially built of granite of superior quality," measuring 166 feet long and 33 feet above the surface of the water. "The water-way consists of two arched spans, of fifty feet each, resting upon abutments with an intermediate pier and each being the segment of a circle of 36 feet radius."³

During the 1850s Murdoch and his family established themselves in Salisbury, where railroad construction had infused new energy and promise for economic growth. Murdoch became a leading citizen with a multiplicity of interests, taking advantage of the potential offered by the railroad he had helped build. He joined the First Presbyterian Church in 1852 and by 1859 became a ruling elder. In 1856 he and another Scotsman, James G. Cairns, went into partnership as Murdoch and Cairns, operating the Salisbury Planning Mill, Sash Factory, and Lumber Yard on West Hill. Such manufacturing enterprises sprang up quickly where railroads made them potentially profitable by expanding their market range. In October, 1856, the firm won a prize at the North Carolina State Fair for its products, which included gate palings, panel doors, window frames, and sash blinds. In 1857, the firm advertised in the *Carolina Watchman*, the *Lexington Flag*, and the *Greensboro Patriot* for their mill and factory where they were prepared to "furnish first quality lumber dressed, or will Plane, Tongue, and Groove plank furnished by others." They made all kinds of sash, doors, frames, blinds, moldings, and could do scroll sawing, running in wood or iron, and general blacksmithing. They had "first rate

³ Hood and Bishir.

workmen from Baltimore” and guaranteed their work “suitable for first class houses.” In 1858, the partnership was dissolved and Cairns moved to Tennessee.

Expanding the scope of his business, Murdoch soon took on a new partner, a Mr. Darby, and in April 1858 the firm of Murdoch, Darby, and Company advertised its capacity to take contracts for buildings and to furnish plans if desired. Although the firm probably built numerous structures, the only building with which Murdoch, Darby, and Company is associated is Thyatira Presbyterian Church in the Mill Bridge community in Rowan County. Church records document the company’s construction of the building. They also show that by November 8, 1858, William Raeder was associated with the firm, and by September 1859 the firm had become Murdoch and Raeder, under whose name the church was completed in 1860. Also in 1859, Murdoch and Raeder were paid for work by the WNCRR from its “Depot and Station Account.” Raeder was an employee of the WNCRR as early as 1856-1857, joined with Murdoch briefly, and then left the state before the Civil War.⁴

After the Civil War, Murdoch continued as a bridge builder and contractor, though on a reduced scale. He is credited with masonry work for the Savannah River Bridge near Augusta, Georgia; the Deepwater Bridge over the French Broad River; and the Chester and Lenoir Railroad Bridge carrying the Chester and Lenoir Railroad over the Catawba River near Hickory.

In 1853, Murdoch purchased lots 21 and 22 on West Bank Street from John L. Shaver. The lots had an existing, 18th century farm house that had been built by Maxwell Chambers. In November 1868, Murdoch and his wife sold their house and lots to their son-in-law, Samuel Hamilton Wiley, who had married their daughter, Miriam, on July 4, 1861. In 1863, Wiley was one of the founders of the Davis and Wiley Bank. Wiley became one of Salisbury’s leading businessmen and a director of the WNCRR. Following a plan the families had developed, they replaced the old frame house in 1868 with a large and elaborate brick residence with Italianate features and a rooftop cupola. The house, known as the Murdoch-Wiley House, became the home of both families. It is believed that Murdoch took the major role in the design, planning and construction of the house. Wiley had experience as a civil engineer and most likely designed the indoor plumbing.

Listed as a builder in the 1870 census, Murdoch kept a hand in the building trade during the 1870s and 1880s, but he increasingly gave his time to First Presbyterian Church, especially the Sunday school, and to his horticultural interests, as evidenced by the greenhouse/conservatory and gardens at his residence. By 1880, he identified himself as a farmer. He also enjoyed travel and made two trips to Europe. His last known work in stone was the Hot Springs Bath and Swimming

⁴ Hood and Bishir.

Pool at Hot Springs, North Carolina, a resort at the western terminus of the WNCRR. At his death his pastor, Mr. Rumble, wrote, "It has been said that no one ever spoke ill of Mr. Murdoch. I believe this is true to as great an extent as to any man who ever lived in Salisbury." ⁵

Murdoch's skill as a master stonecutter and builder is evident in the design, construction and elaborate detail work on the Murdoch-Wiley House. Over the years of neglect, the house lost windows and sash, slate tiles slipped and wooden trims became damaged, but the brick structure never failed. The design and construction techniques have withstood the test of time.

2. The date of original construction is 1868.

3. The following restorations and alterations were completed.

The property was sold in 1971. Records indicate that some effort was made at that time to repair the slate roof and some windows. In 1971, approximately 40 percent of the window panes were broken. There are no records to show if window repairs were made between 1971 and 1974. In 1974, the property was purchased by the Johnson Family Foundation. The foundation, with contributions from local individuals, stabilized the house. The majority of the exterior restoration work was done while the Johnson Foundation owned the house.

The following repairs were completed by the Johnson Family Foundation.

Sewer and water lines were replaced.

The foundation was repaired

A concrete basement floor was poured. (This replaced a wooded board floor that had deteriorated.)

The brick was cleaned and pointed.

The iron railing was sandblasted and rustproofed.

Missing window panes, shutters and hardware were replaced using copies of the originals.

Copper guttering was installed.

The wooden balustrade was cleaned and repaired.

The front walkway stones were removed and a new base of 6" concrete was poured. The stones were then returned to their original location.

⁵ Hood and Bishir.

The yard was cleaned and the shrubs were trimmed to provide better viewing of the front façade and porch.

An additional alteration was done to the house by William Murdoch in the late 1800s. Murdoch, who was a plant enthusiast and amateur botanist, added a greenhouse/conservatory to the West elevation of the house. The conservatory can be seen in some older pictures. By 1913 the structure had been removed.

IV. Assessment

1. The Murdoch-Wiley House is located in the Salisbury West Square Historic District on a tree lined street. The houses in the district range in construction dates from early 1800 through the early 1900s. The house faces the street and sits approximately 25 feet from the West Bank Street sidewalk. There are mature trees and plantings in the front and back yards. There is a driveway at the rear of the property that is accessed by Church Street. A tall brick wall separates the driveway from the formal back yard garden. There are no other structures of historical significance on the property. The house was recognized by the National Register of Historic Places as a pivotal property in Salisbury and in the West Square District in the 1975 survey. It was recognized for its unique architecture that is true to the Italianate style and for the detailing that demonstrates the skills of the master builder who designed and built it. The original footprint of the house has not been changed or altered. The location and protected setting of the West Square Historic District compliments the integrity of the historical accuracy of the house.
2. The 4,125 square foot Murdoch-Wiley House built in 1868 is an excellent example of an elaborate Italianate style residence. The two-story home with attic on a raised basement, is built of brick laid in common one to three bond with flush joints. The plan form is of two equal rooms on each side of a wide central hall. The gabled slate roof is underlined by handsome paired brackets. There is a cupola/belvedere in the center roof with a low pitch hipped roof, with windows on each elevation. There are two interior chimneys with corbeled caps, centrally located on each side, between two equal rooms, providing every room with a fireplace.⁶ All of these are features of the Italianate style. Additionally, brick pilasters divide three elevations. Each pilaster is crowned by corbel granite caps. Supported by each cap are paired carved brackets carrying the wide overhang of the high-pitched gable roof, with its return and bracketed eave ends.⁷ The windows are primarily double hung tall six over six with granite lintels and sills. The slate roof has been repaired over the years, but it is the original roof. The brick is a natural earthen brown and the wooden trims are painted

⁶ National Register of Historic Places, Salisbury West Square Historic District Description. 1978.

⁷ National. 1978.

creamy white and trimmed in dark brown. The East and West elevations are divided by three brick pilasters crowned by corbel granite caps. There are matching framed bay windows on the East and West elevations at the first-floor level (front room) with granite sills and a brick apron that extends to the basement level. The windows are trimmed with shutters. Carved brackets support the low hipped roof of the bay windows. There are six over six windows centered between the center pilaster and the back corner pilaster. On the second level, a double four over four window is centered above the bay window and a matching six over six window is above the first-floor window. The attic space has paired two over two windows. The roof overhang is supported by paired carved brackets. The attention to detail that is evident in the house is characteristic of a master builder.

South/Front Elevation

The front façade is divided into five bays by brick pilasters that are crowned by corbeled granite caps. Granite lintels span the first and second pilaster and the fourth and fifth pilaster. The first-floor porch is supported by four brick piers. The porch extends three bays across the front façade with a one bay wide entrance with steps to the raised first floor. Square columns on pedestals are joined with elaborate pierced balustrade with a fleurs-de-lis design. These columns are paired at the top of the porch steps. At each corner of the porch, there are a trio of columns. All of the columns have sawn work caps that carry paired carved brackets supporting the overhang of the low hipped slate porch roof. The symmetrically placed tall windows on both floors have granite lintels and sills and are trimmed with shutters. The windows are double hung six over six sash. The entrance to the house is a large single wooden paneled door with sidelights and a transom. The second floor is five bays with windows that match those on the first floor. Set atop the center bay of the porch is a second-floor balcony enclosed by delicate cast iron cresting.⁸ There are two full length windows centered at the balcony that can be opened to create balcony doors. The cupola is centered on the roof. The cupola has a low hipped roof with two windows on each façade. Also visible on the roof are two interior chimneys with corbeled caps. The raised basement is barely visible due to shrubbery and the wide entrance steps to the porch. The basement is accessible by four steps down from the front walk to the area below the porch where there is a raised panel and glass entrance door with sidelights. The walkway from the West Bank Street sidewalk is rectangular granite stones that are 12 inches wide and four to five feet long. The steps to the porch are granite slabs that are seven feet wide and 13 inches deep with 13-inch risers. There are seven steps. The bottom step is 8.5 feet wide with graceful curved ends. The railing is the same cast iron design that is seen on the balcony.

⁸ National. 1978.

East Elevation

The East elevation is divided by three brick pilasters crowned by corbel granite caps. There are granite lintels that span the pilasters between the first and second floors. There is a framed bay window at the first-floor level (front room) The bay consists of one double hung window on each side with a pair of windows in the center. All of the windows in the bay have granite sills. A brick apron extends to the basement level. The outside windows are trimmed with shutters. Carved brackets support the low hipped roof of the bay window. There is a six over six window between the center pilaster and the back corner pilaster. On the second level a double four over four window is centered above the bay window and a matching six over six window is above the first-floor back room window. The attic space has paired two over two windows. The roof over hang is supported by paired carved brackets. The raised basement has two symmetrically placed small shuttered windows.

West Elevation

The West elevation is divided by three brick pilasters crowned by corbel granite caps. There is a framed bay window at the first-floor level (front room) with a granite sills and a brick apron that extends to the basement level. This bay window matches the bay window on the East elevation. The windows are trimmed with shutters. Carved brackets support the low hipped roof of the bay window. There is a six over six window centered between the center pilaster and the back corner pilaster. On the second level a double four over four window is centered above the bay window and a matching six over six window is above the first-floor window. The attic space has paired two over two windows. The roof overhang is supported by paired carved brackets. The raised basement has four symmetrically placed small shuttered windows. The West elevation is a perfect match to the East elevation.

North/Rear Elevation

The raised basement is visible from this elevation. The basement area is three bays. The entrance is a single paneled door, and there are two small windows on either side of the basement door. The rear first floor porch is supported by four brick piers. The covered porch is centered over four of the six bays on the first floor. Single square columns on pedestals are joined with elaborate pierced balustrade with a fleurs-de-lis design that matches the balustrade on the front porch. The single square columns have sawn work caps that carry single carved brackets that support the overhang of the low hipped slate roof. There are tall six over six windows with granite lintels and sills that are on either side of the porch area. The second floor is five bays with six over six symmetrically placed windows. All of the large/tall windows have granite lintels and sills, and shutters. There are six granite corbeled caps placed between the windows that support paired carved brackets that carry the wide overhang of the slate roof.

3. There are no known archaeological elements that contribute to the property. However, an 18th century house on the property was torn down when the current house was built. It has been recorded that General Lord Cornwallis used the older house as his headquarters for several days when he was pursuing General Greene through the Carolinas during the Revolutionary War.
4. The integrity of design has been well preserved in the Murdoch-Wiley House. No changes or alterations have been made to the footprint of the original design and because of the outstanding brick construction the only repairs needed to the exterior brick have been cleaning and repointing. All window repairs have been made using similar materials. The granite lintels and sills have provided considerable protection for the windows. The workmanship of the original construction is evident in the detailing on the house. The setting is very similar to what would have been seen in 1868. The tree lined streets and well-maintained yards in the West Square Historic District project the same feeling that was present in the 19th century when this area was the neighborhood of choice for the wealthy citizens of Salisbury. The alterations and changes that were completed by the Johnson Family Foundation were primarily maintenance. Master carpenters were found to reproduce wooden trim features that needed repair. With every needed repair every possible effort was made to exactly reproduce the original. The Murdoch-Wiley House association with the master stone cutter/mason, William Murdoch, is evident in the multiple use of intricately cut granite lintels and sills on windows and in the large granite lintels that were used to reinforce the second floor and attic of the house. The current owner has created a formal garden in the rear of the property that not only enhances the appeal of the rear elevation, it is similar in nature to the garden that Murdoch, the amateur botanist, kept when he was living in the house. There have been no changes to the house that distract from the property's significance.
5. The proposed boundary of the designation is the current legal lot tax parcel 010-168.

V. Supporting Documentation

1. Digital photography attached
2. Floor plans
3. Site Plan
4. Tax Map and appraisal
5. Chain of ownership

VI. Bibliography/Source Citations

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Rosalie Kizziah Laughlin: Great-great granddaughter of William and Sarah Murdoch, Interviews by Carol D. Palmer, July and August 2023.



From the collection of Betty Dan Nicholas Spencer—Photograph by Hargrave Brown; *circa* 1902



South elevation



East elevation



North elevation



West elevation

SPEED
LIMIT
25



Low wall - possible foundation
from 18th century house



Underside of slate roof viewed from attic

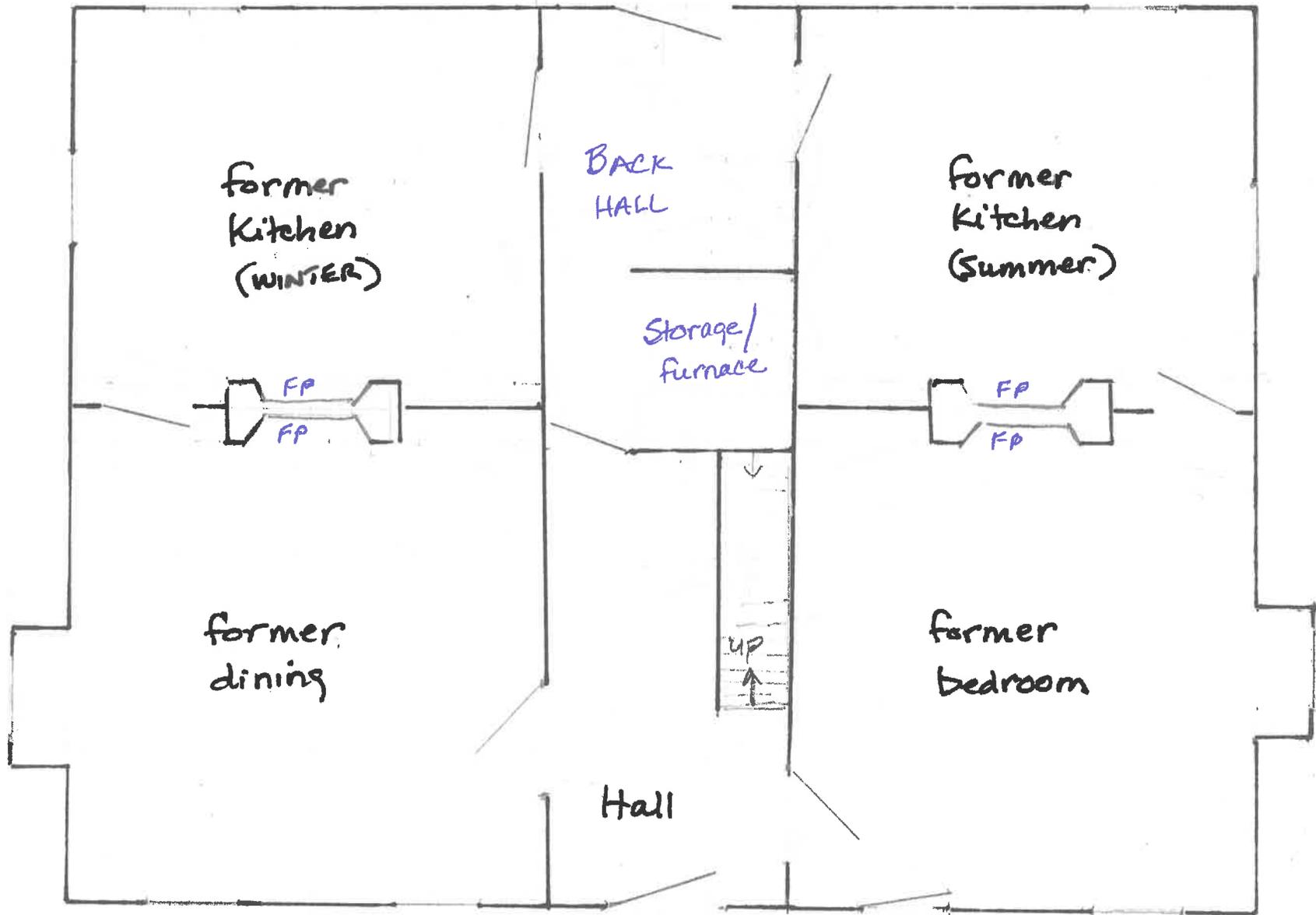


Attic showing rafters and underside of slate roof



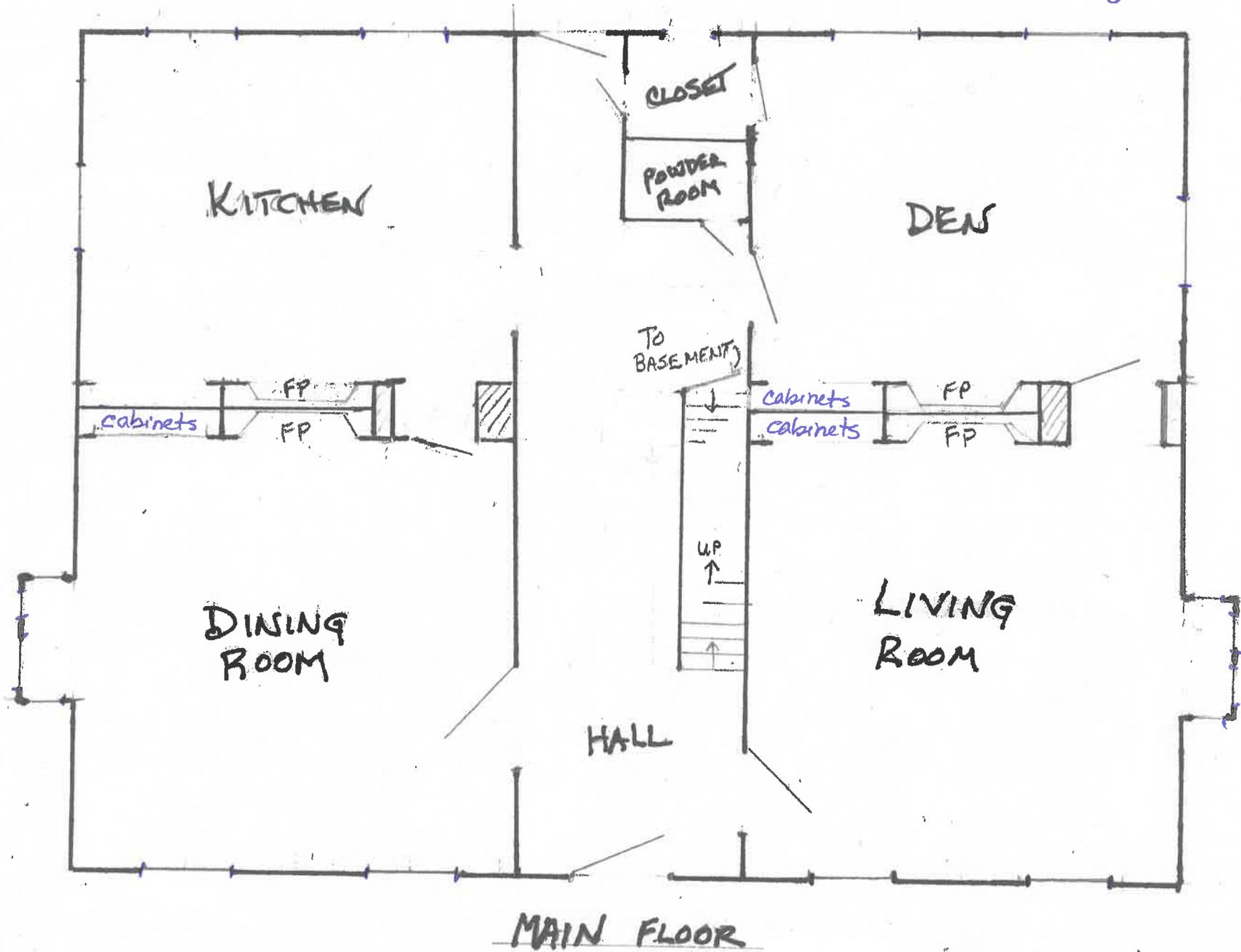
East span of Grants Creek Bridge 2023

Murdoch-Wiley House
Salisbury, NC



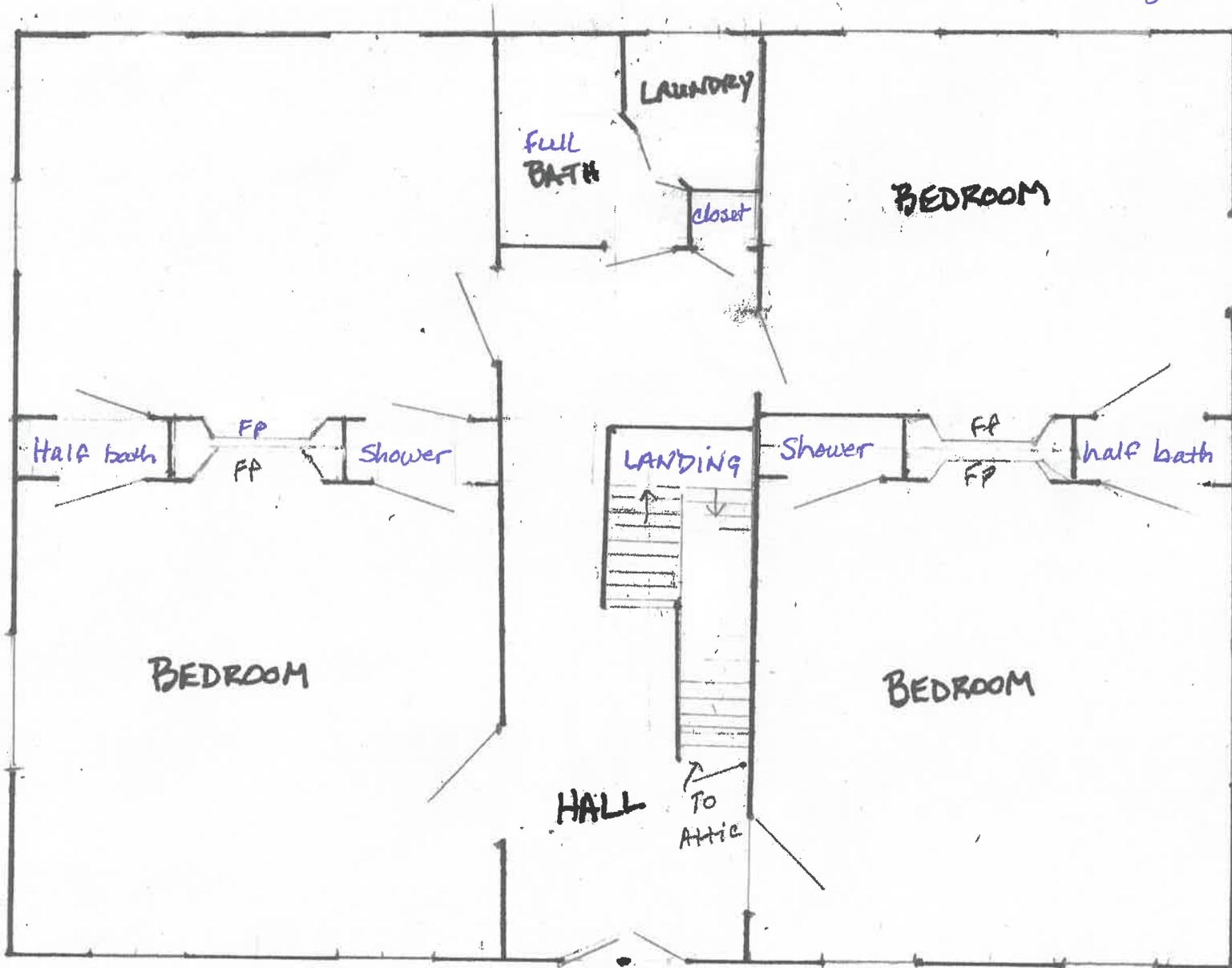
BASEMENT LEVEL

Murdoch-Wiley House
Salisbury, NC



9/15/2023

Murdoch-Wiley House
Salisbury, NC



2nd FLOOR

9/15/2023

Murdoch-Wiley House, Salisbury, NC Chain of Title Rowan County NC Register of Deeds

Carol D. Palmer Current Owner

Date	Grantor	Grantee	Book/Page
1/31/1990	Sayers, Donald Sayers, Carol	Palmer, Franchot M Palmer, Carol D	653/117 653/119
8/22/1985	Johnson FNDTN INC,	Sayers, Donald Sayers, Carol	620/529 620/530
1974	Monroe, Wiliam Reid Monroe, Holly; Ann	Johnson Foundation, INC Quitclaim Deed	560/722 560/724
1971 8/1974	Lewis, Laura Linn Wiley Lewis, Laura Linn Wiley, and family	Monroe, William Reid	560/689
8/1974 d. 1938	Heirs of Samuel Henderson Wiley	Lewis, Laura Linn Wiley through Quitclaim Deed	547/26
d. 1912	Wiley, Miriam Murdoch	Through Will to her children and grandchildren *	
6/28/1907	Wiley, Samuel Henderson Wiley, Beulah Preston, j Fairman Preston, Annie Wiley	Wiley, Miriam Murdoch**(Widow of Samuel Hamilton Wiley) **	114/556
4/19/1898	Wiley, Samuel Hamilton	Wiley, Samuel Henderson and Heirs through Will ***	84/423
7/2/1870	Sheriff Sale/To satisfy William Murdoch's debt	Wiley, Samuel Hamilton	45/284
11/1868	Murdoch, William Murdoch, Sarah	Wiley, Samuel Hamilton Wife Miriam Murdoch Wiley (not in contract) ****	44/32
1853	Shaver, John	Murdoch, William (purchase of lots 21 and 22)	40/113

Murdoch-Wiley House, Salisbury, NC Chain of Title Rowan County NC Register of Deeds

*No record of Will or title transfer was found. Information based on Family history interviews

**Miriam pays \$7,800 for the land where the Murdoch-Wiley House stands. Per examination of Book 84/p.423 The two Lots are split up .

*** No transfer of property found

**** Per deed book 44/32 an Indenture was in place for Samuel Hamilton Wiley to become the owner of the property.

This Indenture, made this the 12th day of April in the year of our Lord one thousand nine hundred and nine, between J. H. Wiley and wife Paulah B. Wiley and J. Fairman Preston and wife Annie S. H. Preston of the County of Rowan and State of North Carolina, of the first part, and Meriam B. Wiley of the County of Rowan and State of North Carolina of the second part, Witnesses, that said parties of the first part, for and in consideration of the sum of One dollar, and other good and valuable considerations, to the said parties of the first part in hand paid the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said party of the second part her heirs and assigns, the following described real estate, situate, lying and being in the County of Rowan, and State of North Carolina, bounded as follows to-wit: In the West End of Salisbury, Beginning at a stone in stake on South Side of Bank Street, One hundred and forty five feet from the corner of Bank and Church Streets, a new corner to the Wiley residence lot, thence with a new line of said residence lot parallel with Church Street 157 feet to a stake corner in Marion & Wiley's line, thence with her line parallel with Bank Street ten feet to a stake, thence a continuation of said line 10 feet to a stake Meriam B. Wiley's corner thence with line of said Meriam B. Wiley, parallel with Church Street, to a stake on Bank Street, thence with Bank Street, South Easterly twenty feet to the beginning. To Have and To Hold all and singular the above granted premises, with the appurtenances, unto the said party of the second part, her heirs and assigns forever. And the said J. H. Wiley, Paulah B. Wiley, J. Preston and Annie S. H. Preston parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant with the said party of the second part, her heirs and assigns, that they are seized of the premises in fee simple, that the said premises are free from all incumbrances; that they have good right and lawful authority to call the same; and that they will warrant and defend the premises unto the said party of the second part her heirs, and assigns, against the lawful claims of all persons whatsoever. In testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of

J. H. Wiley (Seal)
 Paulah B. Wiley (Seal)
 J. Fairman Preston (Seal)
 Annie S. H. Preston (Seal)

State of North Carolina }
 Rowan County }
 It is remembered, that on this 14th day of May 1909 before the undersigned Jas B Mauley Deputy Clerk Superior Court, of said County, personally appeared J. H. Wiley and Paulah B. Wiley his wife the grantors named in the foregoing deed, and acknowledged the deed executed here by them as their act and deed, and thereupon the said Paulah B. Wiley wife of J. H. Wiley being by me privately examined separate and apart from her said husband touching her free consent to the execution of the said deed she, in such separate examination, declared that she executed the same freely, of her own will and accord, and without any force, fear or undue influence on the part of her said husband, or any other person, and does still voluntarily assent thereto. Therefore, let the said deed, together with this certificate, be registered. Witness my hand date above written.

Jas B. Mauley
 Deputy Clerk

July 2 1870

Samuel Henderson buy property on courthouse steps

House and property sold to said Wm Murdock's debt \$11,651.33

This Indenture, made the second day of July in the year eighteen hundred and seventy between William A. Walton, Esq, Sheriff of the County of Rowan and State of North Carolina, of the one part, and Samuel H. Wiley, of the County of Rowan and State of North Carolina, of the other part - Witnesseth, That

Whereas, By virtue of Venditioni Exponases, issuing from the Superior Court of Rowan County against the property of William Murdock for the sum of Eleven Thousand Six Hundred and Fifty-one Dollars and thirty three cents, which sum was recovered by G. J. Houghton and J. H. & L. J. Houghton, of the said William Murdock -

And whereas, The said Venditioni Exponases were directed and delivered to the said William A. Walton, Esquire, Sheriff as aforesaid, commanding him to expose to sale his house and lot in the Town of Salisbury to satisfy the said recovery, with the costs thereon, which said land is situate, lying and being in said County of Rowan, bounded as follows: - Beginning at a stone, corner intersection of Church and Bank Streets, thence along Bank Street N. 45° W. 12 poles to Andrew Murphy's corner, thence with the Andrew Murphy's line S. 45° W. 24 poles to Cooper Street, thence along said Street S. 45° E. 12 poles to a stone at the intersection of Cooper and Church Streets, thence along Church Street N. 45° E. 24 poles to the beginning, lying and being in the great West Square of the Town of Salisbury and known in the plan of said Town as lots 21 and 22, being all of William Murdock's interest in said Lots. And the said William A. Walton, Sheriff as aforesaid, after due advertisement according to law, did cause the said piece or parcel of land, with all the appurtenances thereunto belonging, to be put up at public sale to the highest bidder, on the second day of July, 1870, when and where the said Samuel H. Wiley became the last and highest bidder, at the sum of Twelve Hundred Dollars, for the said land, with the appurtenances thereto belonging;

This Indenture, therefore, witnesseth, that the said William A. Walton, Sheriff of Rowan County as aforesaid, for and in consideration of the sum of Twelve Hundred Dollars to him in hand paid by the said Samuel H. Wiley, the receipt whereof is hereby acknowledged, doth hereby bargain, sell and convey unto the said Samuel H. Wiley, his heirs and assigns forever, all the aforesaid house and lot in the Town of Salisbury, right, title, claim, or demands, of or in the aforesaid piece or parcel of land, with all the hereditaments and emoluments to the same belonging, or in anywise appertaining, to hold to him the said Samuel H. Wiley, his heirs and assigns, in as full and ample a manner as he, the said Sheriff, is empowered by virtue of his office: And the said William A. Walton, Sheriff as aforesaid, hereby covenants to warrant the premises hereby conveyed to the said Samuel H. Wiley, and to his heirs and assigns, so far as his office and duty of Sheriff will permit and no further.

the Register's Office of our said County of Rowan within three years from the date hereof, otherwise the same shall be void.

(L)

In witness whereof, we have caused these our Letters to be made Patent, and our Great Seal to be hereunto affixed.

Witness, W. W. Holden, Esq., our Governor, Captain General and Commander-in-Chief, at Raleigh, the fourteenth day of April in the ninety-third year of our Independence, and in the year of our Lord one thousand eight hundred and sixty-nine.

By Command:

W. W. Holden, Governor.

H. J. Manning, Secretary of State.

Recorded Record Book 4869, page 582. William Murdock 3 Roads, Secretary's Office, April 14-1869.

H. J. Manning, Secretary of State.

Came to hand the 9th day of August, 1870, and registered. Obadiah Woodson, Register of Deeds.

This Indenture made the second day of July in the year eighteen hundred and seventy between William A. Hutton, Esq., High Sheriff of the County of Rowan and State of North Carolina, of the one part, and Samuel H. Wiley, of the County of Rowan and State of North Carolina, of the other part - Witnesseth, That whereas, by virtue of Writs of Executions, issuing from the Superior Court of Rowan County against the property of William Murdock, for the sum of Eleven Thousand Six Hundred and Fifty-one Dollars and Thirty-three cents, which sum was recovered by S. J. Houghton and J. H. & S. J. Houghton, of the said William Murdock -

And whereas, The said Writs of Executions were directed and delivered to the said William A. Hutton, Esquire, High Sheriff as aforesaid, commanding him to expose to sale about four acres of land to satisfy the said recovery, with the costs thereon, which said land is situate, lying and being in said County of Rowan, bounded as follows: - Beginning at a Pine stump on the South side of the Charlotte Road, thence along said road N. 65° East 20 poles 6 links to a Wild Cherry, thence S. 2 poles 11 links to a stake, thence N. 62° East 10 poles 21 links to a Mulberry, thence N. 80° East 2 poles 23 links to a stake, thence S. 20° E. 12 poles to a stake, near the N. Road, thence parallel to the Rail Road, S. 66° W. 40 poles to a stake, thence to the beginning, containing by estimation about three or three and a half acres. Also another parcel, adjoining same beginning at a stake in the centre of the Charlotte Road at the end of a lane between John M. Torok and William Murdock, thence S. 20° E. 66 feet to a stake, William Murdock's corner, thence S. 80° W. 52 & 10 feet to a

1

came freely, voluntarily, of her own will and accord, and without any force, fear, or undue influence of her said husband or any other person, and doth still voluntarily assent thereto. Therefore let the said _____ together with this certificate, be registered as to them.

Witness, A. Anderson Mason, Judge of Probate and Superior Court Clerk, at Office in Salisbury, the date above-written.

A. Anderson Mason, Judge & C. J. C.

Came to hand and registered this the 7th day of November, A. D. 1868. Gladiah W. Gordon, Register of Deeds.

This Indenture made this the second day of October, A. D. 1868, between Murdoch and Sarah S. Murdoch, of the County of Rowan and State of North Carolina, of the one part, and Samuel H. Wiley of the County and State aforesaid, of the second part, Witnesseth, that whereas the said William Murdoch has, this day, borrowed of the said Samuel H. Wiley the sum of Five Hundred _____ and whereas the said Samuel H. Wiley has agreed this day to and with the said William Murdoch to make all necessary repairs upon the buildings, out-houses, yards and fences on the lot belonging to the said William Murdoch, situate in the Town of Salisbury and now being occupied by the said William Murdoch - now for an equal consideration of the premises, together with the considerations of one dollar in hand paid to the said William Murdoch and Sarah S. Murdoch by the said Samuel H. Wiley, the receipt whereof is hereby acknowledged, the said William Murdoch and Sarah S. Murdoch have this day bargained, granted and sold and by these presents do bargain, grant and sell unto the said Samuel H. Wiley, the following described real estate situate in the Town of Salisbury and known in the plan of the Town of Salisbury as lots numbers twenty one and twenty two, situate in the great West square of said Town, to have and to hold to the said Samuel H. Wiley, his heirs and assigns upon the following conditions and more, other, that is to say, that whereas the said Samuel H. Wiley, at the request of the said William Murdoch designs making considerable repairs and improvements upon the houses, kitchens, fences and yards of the before described lot, now if the said William Murdoch shall well and truly pay unto the said Samuel H. Wiley the said sum of five hundred dollars borrowed as aforesaid and shall well and truly pay also all such sums of money as the said Samuel H. Wiley may expend on said lot, together with the interest accruing on the same within twelve months from the date of the last expenditures made by the said Samuel H. Wiley on the said lot, then the above conveyance to be void - but in the event that the said sum of five hundred dollars borrowed as aforesaid, together with whatever sums may be expended by the said Samuel H. Wiley on said lot, and the interest thereon is not by the said William Murdoch

Nov 1868 book 44 p 32

William Murdoch of Sarah Sell Lots ad home to Samuel H Wiley ad Miriam Wiley

Book 84
p 423

certify that Mary E. Garrison personally appeared before me this day, and acknowledged the due execution of the within deed of Conveyance.

Witness my hand and private seal, this 27th day of April, A.D. 1898.
J. L. Sifford, J.P. SEAL

State of North Carolina }
Rowan County }

I, J. L. Sifford, Justice of the Peace for said County do hereby certify that J. L. Garrison personally appeared before me this day, and acknowledged the due execution of the within deed of Conveyance.

Witness my hand and private seal, this 27th day of April A.D. 1898.
J. L. Sifford J.P. SEAL

State of North Carolina } S.S. Superior Court
County of Rowan } May 2nd 1898.

The foregoing Certificates of D. F. Davis a Justice of the Peace of Mecklenburg County and J. L. Sifford a Justice of the Peace of Rowan County are each adjudged to be due and firm and according to law. Therefore let the same with the foregoing Deed and these Certificates be registered.

W. S. Watson Clerk
Superior Court

Came to hand this the 2nd day of May 1898 at 3 o'clock P.M. and registered.

Horatio W. Woodman
Register of Deeds

Deed through
W. H.

North Carolina }
Rowan County } April 19th 1898.

Whereas the late Samuel H. Wiley, Sr. in and by his last will and testament which is duly recorded in the office of the Clerk of the Superior Court of said County, did in item two of said will devise and bequeath and lot in the West part of the town of Salisbury, in

July 2 1870

This Indenture, made the second day of July in the year eighteen hundred and seventy between William A. Walton, Esq, High Sheriff of the County of Rowan and State of North Carolina, of the one part, and Samuel H. Wiley, of the County of Rowan and State of North Carolina, of the other part - Witnesseth, That

Whereas, by virtue of Venditioni Exponases, issuing from the Superior Court of Rowan County against the property of William Murdoch for the sum of Eleven Thousand Six Hundred and Fifty-one Dollars and Thirty-three cents, which sum was recovered by S. J. Houghton and J. H. & L. J. Houghton, of the said William Murdoch -

And, whereas, the said Venditioni Exponases were directed and delivered to the said William A. Walton, Esquire, High Sheriff as aforesaid, commanding him to expose to sale his house and lot in the Town of Salisbury to satisfy the said recovery, with the costs thereon, which said land is situate, lying and being in said County of Rowan, bounded as follows: - Beginning at a stone corner intersection of Church and Bank Streets, thence along Bank Street N. 45° W. 12 poles to Andrew Murphy's corner, thence with the Andrew Murphy's line S. 45° W. 24 poles to Cooper Street, thence along said Street S. 45° E. 12 poles to a stone at the intersection of Cooper and Church Streets, thence along Church Street N. 45° E. 24 poles to the beginning, lying and being in the great West Square of the Town of Salisbury and known in the plan of said Town as Lots 21 and 22, being all of William Murdoch's interest in said Lots. And the said William A. Walton, Sheriff as aforesaid, after due advertisement according to law, did cause the said piece or parcel of land, with all the appurtenances thereunto belonging, to be put up at public sale to the highest bidder, on the second day of July, 1870, when and where the said Samuel H. Wiley became the last and highest bidder, at the sum of Twelve Hundred Dollars, for the said lands, with the appurtenances thereto belonging;

This Indenture, therefore, witnesseth, that the said William A. Walton, Sheriff of Rowan County as aforesaid, for and in consideration of the sum of Twelve Hundred Dollars to him in hand paid by the said Samuel H. Wiley, the receipt whereof is hereby acknowledged, doth hereby bargain, sell and convey unto the said Samuel H. Wiley, his heirs and assigns forever, all the aforesaid house and lot in the Town of Salisbury, right, title, claim, or demand, of or in the aforesaid piece or parcel of land, with all the hereditaments and emoluments to the same belonging, or in anywise appertaining, to hold to him the said Samuel H. Wiley, his heirs and assigns, in as full and ample a manner as he, the said Sheriff, is empowered by virtue of his office: And the said William A. Walton, Sheriff as aforesaid, hereby covenants to warrant the premises hereby conveyed to the said Samuel H. Wiley, and to his heirs and assigns, so far as his office and duty of Sheriff will permit and no further.

Transfer of Control ownership
8/20/1894

For a good and valuable consideration I hereby assign transfer, set over, and sell unto Miriam C. Wiley and S. H. Wiley Jr, their heirs and assigns, all my right, title, interest claim and demand, in and to a certain legacy of four thousand dollars bequeathed to me in and by the last Will and testament of my father S. H. Wiley, (less about \$650. which I have already drawn) and do hereby authorize and empower them for me and in my name place and stead to receipt the Executors of said S. H. Wiley for said legacy, and I do hereby irrevocably authorize and direct said Executor to pay said legacy to said Miriam C. Wiley and S. H. Wiley Jr. and this conveyance and power is made without power of revocation, and is, and is intended to be an absolute assignment and conveyance of said legacy, provided only, that if I shall pay off and discharge at maturity a certain bond or promissory note in the sum of four thousand dollars, dated Aug 25th 1894. signed by myself, and endorsed under my signature by said Miriam C. Wiley and S. H. Wiley, Jr and shall hold them harmless on account thereof, then this conveyance shall be void, otherwise to remain in full force and effect as an absolute conveyance Witness my hand and seal this the 25th day of August 1894

Witness
Thos F. Klutz
State of North Carolina }
Rowan County

W. Murdoch Wiley Seal

I W. S. Watson, Clerk of the Superior Court, do hereby certify that the execution of the annexed Instrument was this day proven before me by the oath and examination of Thos F. Klutz the subscribing witness thereto. Therefore, let the same, with this Certificate, be registered. Witness my hand this 5 day of Sept 1894.

W. S. Watson
Clerk Superior Court,
Horatio W. Woodson
Register of Deeds

Came to hand this the 5th day of Sept 1894 at 3 o'clock PM and registered

State of North Carolina }
County

This Deed, made this 20th day of August A. D. 1894, by W. S. Kincaid + F. M. Kincaid H. L. Kincaid of Fredell County + J. J. Kincaid + wife A. H. Kincaid of Rowan and State of North Carolina of the first part, to Riley Morran of Rowan County and State of North Carolina

3
6/28/
1907

This indenture, made this the twenty eighth day of June, in the year of our Lord one thousand nine hundred and Seven, between

S. H. Wiley and Paulah S. Wiley his wife, and J. Fairman Ruston and wife, Annie S. W. Ruston

of the County of Rowan, and State of North Carolina, of the first part, and

Miriam S. Wiley

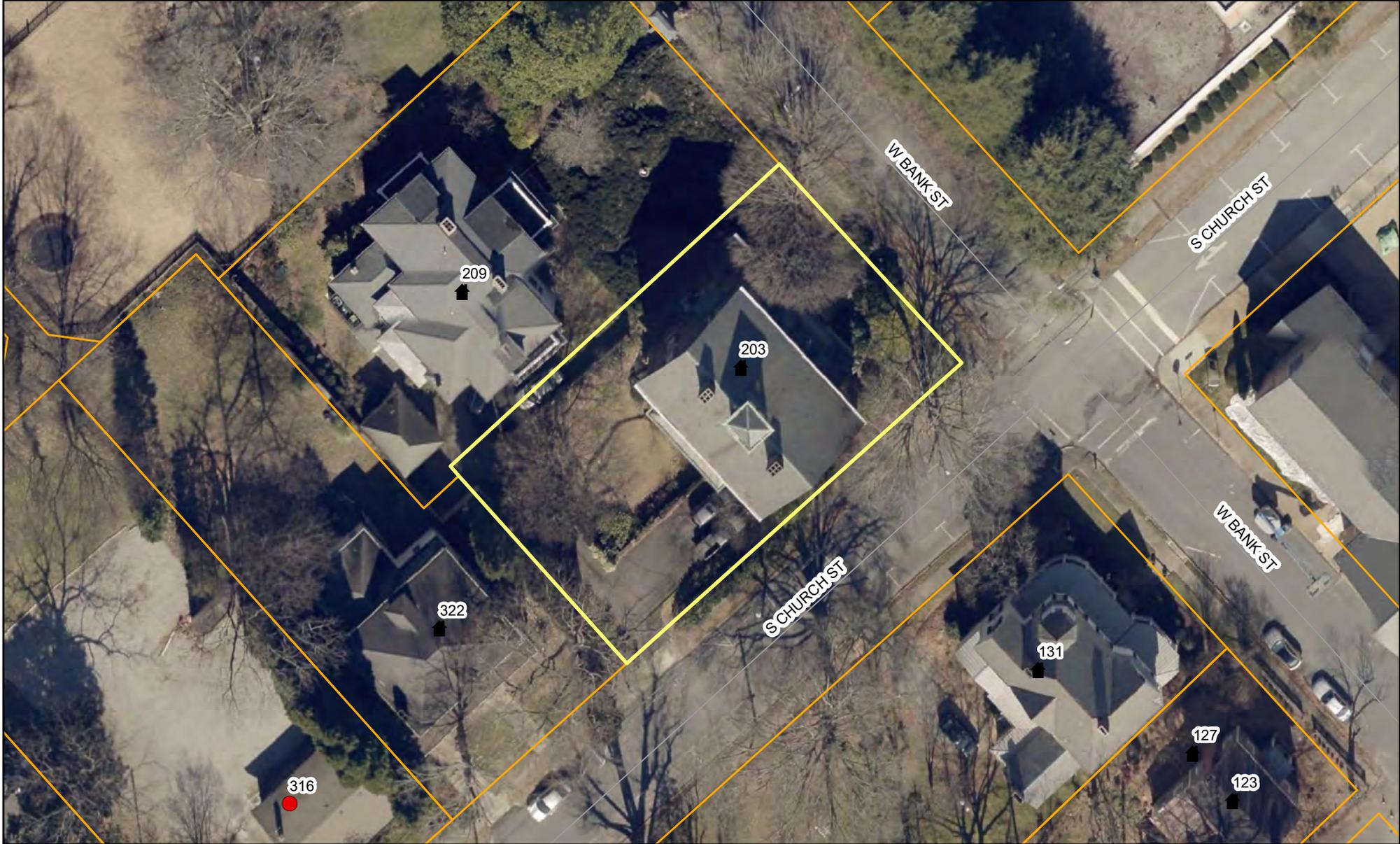
of the County of Rowan, and State of North Carolina, of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven Thousand Eight Hundred Dollars, to the said party of the first part in hand paid, the receipt whereof is hereby acknowledged, has her bargained, sold and conveyed, and by these presents do her bargain, sell and convey unto the said party of the second part, her heirs and assigns, the following described real estate, situate, lying and being in the County of Rowan, and State of North Carolina, bounded as follows, to-wit:

Beginning at a stake on Korah Street, Miriam S. Murphy's corner on East side of 10 foot alley, thence N 45° W with Korah St 105 feet to a stone, Murphy's corner, thence with Murphy's line 406 ^{7/10} feet to Murphy's corner on Dank Street, thence with Dank Street S 45° E 95 feet to a stake, new corner to residence lot, thence with new line of residence lot S 45° W 214 feet parallel with Church Street, to a stake on the 10 foot alley, thence across the alley S 45° E 10 feet to a stake W M Wiley corner, thence S 45° W with lines of W M Wiley and M. M. Murphy on the alley, 191 feet to the beginning corner on Korah St. Subject however to the right of said Wiley and Murphy to the use of said alley way, as provided in their deeds. Also another lot, beginning at W. M. Wiley corner on Church Street thence N 45° W with his line, etc 195 feet to a stake on the West side of the alley, thence N 45° E 58 feet to a stake, thence S 45° E 119 feet to a stone, thence N 45° E 15 feet to a stone thence S 45° E 76 feet to a stone on Church St, thence with Church St 73 feet to the beginning, being the balance of the S. H. Wiley home place after accepting and deducting the lots heretofore sold to W. M. Wiley and Miriam S. Murphy, and excepting and reserving the residence lot, 195 feet on Dank Street, 141 feet on Church Street and 156 feet parallel with Church Street

To have and to hold, all and singular, the above-granted premises, with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

MURDOCH-WILEY HOUSE
203 W. Bank Street
Site Plan and Proposed Designation Map



Assessed Tax Value: \$563,398
Tax Parcel: 010 168





City of Salisbury
Planning and Neighborhoods
132 North Main Street
Salisbury, NC 28144
Ph. 704.638.5311

SALISBURY HISTORIC LANDMARKS Tax Implications

Local Historic Landmark Designation: Tax Implications

The Salisbury City Council is authorized by N.C.G.S. 160D-945 to designate local historic landmarks that are deemed by the Salisbury Historic Preservation Commission (HPC) to be of special significance in terms of their historical, prehistorical, architectural, or cultural importance; and that possess integrity of design, setting, workmanship, materials, feeling and/or association.

Owners of local historic landmarks are eligible for property tax benefits.

Owners are eligible to apply annually for a 50% property tax deferral as long as the property's significant historic or architectural features are maintained. N.C.G.S. 105-278 authorizes this benefit:

§ 105-278. Historic properties.

(a) *Real property designated as a historic property by a local ordinance adopted pursuant to former G.S. 160A-399.4 or designated as a historic landmark by a local ordinance adopted pursuant to G.S. 160D-945 or former G.S. 160A-400.5 is designated a special class of property under authority of Article V, Sec. 2(2) of the North Carolina Constitution. Property so classified shall be taxed uniformly as a class in each local taxing unit on the basis of fifty percent (50%) of the true value of the property as determined pursuant to G.S. 105-285 and 105-286, or 105-287.*

(b) *The difference between the taxes due on the basis of fifty percent (50%) of the true value of the property and the taxes that would have been payable in the absence of the classification provided for in subsection (a) shall be a lien on the property of the taxpayer as provided in G.S. 105-355(a). The taxes shall be carried forward in the records of the taxing unit or units as deferred taxes. The deferred taxes for the preceding three fiscal years are due and payable in accordance with G.S. 105-277.1F when the property loses the benefit of this classification as a result of a disqualifying event. A disqualifying event occurs when there is a change in an ordinance designating a historic property or a change in the property, other than by fire or other natural disaster, that causes the property's historical significance to be lost or substantially impaired. In addition to the provisions in G.S. 105-277.1F, no deferred taxes are due and all liens arising under this subsection are extinguished when the property's historical significance is lost or substantially impaired due to fire or other natural disaster.*

The deferment reduces the taxable value of the property by 50%. This means that any special taxes are also reduced; for example, a landmark property located in a Municipal Service District would see its MSD tax revenue reduced by 50%.

The value of the deferred property taxes are held as a lien against the property. In the event that the property loses landmark status, due to loss or impairment of historical significance or changes in the designating ordinance, the deferred taxes for the previous three years are payable to the owner. If a property loses its historic significance due to a fire or natural disaster, no recapture of past tax deferments will occur.

Designated Landmarks					
Property Name	Pre-landmark Tax Value	Post Landmark Tax Value	City Tax Deferral Per Year	County Tax Deferral Per Year	MSD Tax Deferral Per Year
Wright-Hobson House	\$ 563,550.00	\$ 281,775.00	\$ 1,735.73	\$ 1,634.30	\$ -
Mary Steele Scales House	\$ 301,193.00	\$ 150,596.50	\$ 927.67	\$ 873.46	\$ -
Empire Hotel	\$ 1,195,986.00	\$ 597,993.00	\$ -		\$ -
Salisbury Depot	\$ 1,655,149.00	\$ 827,574.50	\$ -		\$ -
Moore House	\$ 522,911.00	\$ 261,455.50	\$ 1,610.57	\$ 1,516.44	\$ -
Napolean Bonaparte McCanless House	\$ 172,708.00	\$ 86,354.00	\$ 531.94	\$ 500.85	\$ -
Grubb-Sigmon House	\$ 534,383.00	\$ 267,191.50	\$ 1,645.90	\$ 1,549.71	\$ -
Temple House	\$ 238,799.00	\$ 119,399.50	\$ 735.50	\$ 692.52	\$ -
TOTAL PER YEAR			\$ 7,187.32	\$ 6,767.28	\$ -

Proposed Landmark					
Property Name	Pre-landmark Tax Value	Post Landmark Tax Value	City Tax Deferral Per Year	County Tax Deferral Per Year	MSD Tax Deferral Per Year
Murdoch-Wiley House	\$ 563,398.00	\$ 281,699.00	\$ 1,735.27	\$ 1,633.85	\$ -

**AN ORDINANCE DESIGNATING THE “MURDOCH-WILEY HOUSE”, LOCATED AT
203 WEST BANK STREET IN SALISBURY, NORTH CAROLINA, AS A HISTORIC
LANDMARK**

WHEREAS, Chapter 160D-946 of the North Carolina General Statutes provides for the designation of historic landmarks; and

WHEREAS, the City of Salisbury has created the Salisbury Historic Preservation Commission as a commission having the authority to exercise, within the planning jurisdiction of the City, the powers and duties conferred by N.C.G.S. 160D-942; and

WHEREAS, the Murdoch Wiley House is located at 203 West Bank Street in Salisbury, North Carolina, and is identified by the Rowan County Parcel ID No. 010 168 (“the Property”); and

WHEREAS, the Property is owned by Carol Palmer, who has consented to the landmark designation; and

WHEREAS, the Salisbury Historic Preservation Commission issued a Landmark Designation Report in September 2023, recommending designation of the Property as a historic landmark; and

WHEREAS, as set forth in the Landmark Designation Report, the Salisbury Historic Preservation Commission has determined that the Property is of special significance in terms of its historical, prehistorical, architectural, and/or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling, and association; and

WHEREAS, the State Historic Preservation Office (“SHPO”) of the North Carolina Department of Natural and Cultural Resources has been provided the opportunity to review and comment on the proposed designation; and

WHEREAS, the SHPO reviewed the proposed designation and issued a letter of comment dated October 27, 2023; and

WHEREAS, the Salisbury Historic Preservation Commission held a duly-noticed public hearing on November 9, 2023, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein, and following said hearing voted to confirm its recommendation that the Salisbury City Council designate the Property as a historic landmark; and

WHEREAS, the Salisbury City Council held a duly-noticed public hearing on January 2, 2024, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein; and

WHEREAS, the Salisbury City Council, having taken into full consideration all statements and information presented at the public hearings and in the Landmark Designation Report, finds that the Property meets all qualifying elements of a historic landmark, particularly,

that it is of special significance in terms of its historical, prehistorical, architectural, and/or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling, and association; and

WHEREAS, the Salisbury City Council finds that the Property's preservation should be encouraged and ensured.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. The City of Salisbury hereby designates the Murdoch-Wiley House, located at 203 West Bank Street Salisbury, North Carolina as a Salisbury Historic Landmark pursuant to Chapter 160D-945, as amended, of the North Carolina General Statutes. Said property being more particularly described as follows:

Murdoch-Wiley House, 203 West Bank Street, Salisbury, Rowan County, NC, specifically: the complete exteriors of the house (Rowan County Parcel ID # 010 165), that property described in deed book 653, page 117 recorded in the Rowan County Register of Deeds, comprising approximately 0.27 acres. This property is owned by Carol Palmer.

SECTION 2. No portion of the interior and exterior features of any building, site, structure, area, or object that is designated in this ordinance may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material, or outer appearance occurs unless and until a Certificate of Appropriateness is obtained from the Salisbury Historic Preservation Commission or its successors; provided however that the City of Salisbury Planning Director or designee may approve Certificates of Appropriateness for minor works as listed in the Bylaws and Rules of Procedure of the Salisbury Historic Preservation Commission. The Salisbury Historic Preservation Commission shall review Certificates of Appropriateness for interior alterations using *The Secretary of the Interior's Standards for Rehabilitation*.

SECTION 3. No portion of the exterior features of any building, site, structure, or object that is designated in this ordinance may be demolished unless and until a Certificate of Appropriateness is obtained from the Salisbury Historic Preservation Commission or a period of three hundred and sixty-five (365) days has elapsed following final review by the Commission of a request for demolition (or any longer period of time required by N.C.G.S. 160D-949 as it may be amended hereafter); provided however, that demolition may be denied by the Salisbury Historic Preservation Commission in the event that the State Historic Preservation Officer determines that the building, site, structure, or object has statewide significance as provided by N.C.G.S. 160D-949.

SECTION 4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material, or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building

inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and follow *The Secretary of the Interior's Standards for Rehabilitation* and the *Salisbury Historic Design Standards*, the guidelines used by the Salisbury Historic Preservation Commission to evaluate proposed alterations or additions.

SECTION 5. The Salisbury Historic Preservation Commission shall have no jurisdiction over the interior features of the property, with the exception of those portions of the interior that are included in the designation parameters as contemplated in this ordinance.

SECTION 6. City administration and the Salisbury Historic Preservation Commission are hereby authorized to have posted a suitable sign on the site herein described indicating that said site has been designated a historic landmark by action of the Salisbury Historic Preservation Commission and the Salisbury City Council provided, should the owners of the herein described property not consent to the posting of said sign on the described premises, City administration and the Salisbury Historic Preservation Commission are hereby authorized to have said sign located on the public right-of-way adjacent to said property.

SECTION 7. All owners of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence, shall be sent by certified mail a copy of this ordinance.

SECTION 8. Copies of this ordinance shall be filed and indexed in the offices of the City Clerk, Community Planning Services, Rowan County Register of Deeds, and the Rowan County Tax Administrator, as required by applicable law.

SECTION 9. In the event any building, site, structure, or object designated in this ordinance is demolished in accordance with the ordinances of the City of Salisbury, this ordinance may be repealed.

SECTION 10. Any violation of this ordinance shall be unlawful as by law provided.

SECTION 11. This ordinance shall be effective on the date of adoption.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Planning and Neighborhoods – Historic Preservation Commission

Name of Presenter(s): Emily Vanek, Planner

Requested Agenda Item: Council to hold a public hearing and consider adoption of an ordinance designating the “Andrew Murphy House” located at 229 West Bank Street as a Local Historic Landmark - Property

Description of Requested Agenda Item: NCGS 160D-945 authorizes the governing body of municipalities to designate historic landmarks that are deemed and found by the Historic Preservation Commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance and to possess integrity of design, setting, workmanship, materials, feeling, and association.

On August 10, 2023, the Historic Preservation Commission received a Local Historic Landmark - Property (LHL-P) pre-application from Karen Lilly-Bowyer, applicant, and Frank Labagnara and David Garling, owners. The Commission found that the property may meet the requirements of LHL-P designation. The applicant prepared the attached LHL-P report, which was submitted to the NC State Historic Preservation Office (SHPO) for review and comment, per NCGS 160D-946. The SHPO submitted a response on October 11, 2023, which certified that the designation report was complete. On November 9, 2023, the Historic Preservation Commission received a final Local Historic Landmark application from the property owner. The Commission found that the property has special significance for its architectural and cultural importance and that it retains all seven aspects of its integrity. The Commission voted to recommend approval of the LHL-P application to City Council.

The Andrew Murphy House is located within the Salisbury National Register Historic District and West Square Local Historic District.

Attachments: Yes No

1. Staff report
2. Local Historic Landmark designation report as prepared by the applicant
3. Property tax implications report
4. Draft designation ordinance

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

City Council to consider adoption of an ordinance to designate the Andrew Murphy House at 229 W. Bank Street as a Local Historic Landmark - Property

Salisbury City Council Agenda Item Request Form



Contact Information for Group or Individual:

Emily Vanek, Planner
704-638-5311 | emily.vanek@salisburync.gov

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

******All agenda items must be submitted at least 7 days before the requested Council meeting date******

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:



Historic Preservation Commission
Local Historic Landmark Application
Staff Report

Case #: HL-03-2023
Case Staff: Emily Vanek
Owner(s): David Garling and Frank Labagnara
Authorized Agent(s): Karen Lilly-Bowyer

LOCATION

District: West Square Local Historic District and Salisbury
National Register Historic District
Buildings: Andrew Murphy House
Street: 229 West Bank Street
Tax Parcel #: 010 165

BUILDING DESCRIPTION

Classification: Contributing
Year Built: 1853
Style: Greek Revival

Photo:



LOCAL HISTORIC LANDMARK BACKGROUND

Local Historic Landmark—Property (LHL-P): A building, structure, site, or object, which may or may not be listed on the National Register of Historic Places, and is an outstanding example of a historic resource and is intended to be recognized for its architectural integrity. In addition to documented special significance, these properties maintain the highest degree of integrity and are further recognized for their rarity among properties in Salisbury.

Criteria to Designate as a Local Historic Landmark—Property (LHL-P)

- The proposed property must be found to have special significance for its historical, prehistorical, architectural, or cultural importance in at least one of the special significance criterion:
 - Criterion A: Association with events that have made a significant contribution to the broad patterns of our history.
 - Criterion B: Association with the lives of significant persons in our past.
 - Criterion C: Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
 - Criterion D: Yield or may be likely to yield, information important in history or prehistory.
- The proposed property must be found to have integrity in all seven aspects.
 - Location: Where the historic property was constructed or the place where the historic event occurred.
 - Design: The combination of elements that create the form, plan, space, structure, and style of a property.
 - Setting: The physical environment of a historic property.
 - Workmanship: The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
 - Materials: The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
 - Feeling: The property's expression of the aesthetic or historic sense of a particular period of time.
 - Association: The direct link between an important historic event or person and a historic property.

Consequences of Landmark Designation

A local historic landmark shall obtain a Certificate of Appropriateness (COA) from the HPC or staff before any changes are made on the landmarked portion of the property. The property owner is eligible for a 50% deferral on property taxes for features that are included in the landmark designation. This may include the building, grounds, and interior depending on how the local landmark ordinance was adopted.

STAFF FINDINGS

Special Significance

The applicant is requesting consideration for Local Historic Landmark-Property designation for the Andrew Murphy House under Criteria B and C. The house is proposed for designation from association with Walter “Pete” Murphy and Spencer Murphy for their work in the state legislature and for the local newspaper. The house was home to five generations of Murphys. The house is also proposed for designation as an example of the Southern Greek revival style.

Integrity

- Location – The house sits where it was originally constructed and has not been moved.
- Design – The house has a two-tier, full-width porch that dominates the front elevation. The symmetrical façade consists of a central double entry door, with eight-pane transom and eight-pane sidelights, flanked by a single six-over-six, double hung, wood sash window on either side; the second story also has a double entry door flanked by six-over-six windows. The casing on each door and window features decorative corner blocks. The deep porch has a wide eave overhang and is supported by single Tuscan columns on each tier, with the first level columns being proportionally larger than the second level. Each side elevation has an exterior brick chimney. The corner trim throughout the house, including on the additions, is styled to resemble pilasters and there is a wide frieze trim along the eaves. The design of the front elevation has changed very little since the time the house was constructed.
- Setting – The house remains on a corner lot within the West Square neighborhood. The house sits on its original parcel. The modern fountain is a detraction to an otherwise very intact setting.
- Workmanship – Transom and front door detailing reflect the ability of the craftsman who constructed them. Architectural details in cornices and wooden windows, doors, and reflect the period in which the house was built.
- Materials – Original materials in windows and doors have been well-maintained. Siding, architectural details, columns, and railings all appear original and have been well cared for. Use of vernacular granite in front steps is well preserved. The original tin roofing material was removed in 2018 and replaced with asphalt shingles.
- Feeling – The house retains many original materials, details, and workmanship that allow the property to convey its historic character on the front elevation. The rear elevation has been modified through several additions.
- Association – The house is able to retain its southern Greek revival character. The connection to the productive lives of Pete and Spencer Murphy has not been proven, but based on information collected, seems that the property was the primary residence of five generations of Murphys.

Designation

The landmark application report proposes the entire exterior of the house and site to be included in the landmark designation. Since the property is within the West Square Local Historic District, the exterior of all buildings and site features will still be subject to the Certificate of Appropriateness process and the Local Historic Design Standards, regardless of landmark designation.

No portions of the interior have been proposed for designation. Since the property is located within a Local Historic District, the Landmark designation would not create new local review protections to historic features.

HPC PRE-APPLICATION DECISION

At the August 10, 2023, HPC meeting, HPC determined that the Andrew Murphy House is likely to have special significance and integrity warranting designation as a Local Historic Landmark-Property.

SHPO COMMENT

The report was submitted to the State Historic Preservation Office (SHPO) for their review and comment period, as required by NCGS 160D-946. SHPO does not make a recommendation on the approval of a landmark, but determines if there is sufficient information to make a decision on a landmark application. On October 11, 2023, SHPO's response was received and provided to the applicant. Jeff Smith, National Register Coordinator's response is below:

The report, as prepared by Ms. Karen Lilly-Bowyer, provides a good architectural summary and it highlights the achievements of two descendants of Andrew Murphy: Walter "Pete" Murphy and Spencer Murphy were remarkable humanitarians who left indelible legacies. Their work for equity and inclusion of the disenfranchised and those otherwise disconnected from society should not go unnoticed.

There is a technical error on page 9 ("... to accommodate a more kitchen space and a sunroom.") that should be reviewed. Near the end of the first paragraph on page 9 (the paragraph begins at the bottom of page 8), it appears that either the "a" is not needed or a word is missing in the discussion about the kitchen space. I believe that correcting that presumed omission will help to provide greater clarity about the addition.

Based on information presented in the submitted report, the Andrew Murphy House appears to meet the criteria for local landmark designation.

HPC APPLICATION REVIEW

At the November 9, 2023, HPC meeting, the HPC determined that the Andrew Murphy House has special significance and integrity warranting designation as a Local Historic Landmark-Property and recommended that the City Council designate the property as a landmark.

Landmark Designation Report

Andrew Murphy House Salisbury, North Carolina

I. General Information

1. Common and Historical Name: The Andrew Murphy House
2. Physical Address: 229 West Bank Street, Salisbury, NC 28144
3. Tax Parcel Identification Number: 010 165
4. Current Owners: Frank A. Labagnara and David W. Garling
5. Owner's Mailing Address: 229 West Bank Street, Salisbury, NC 28144
6. Appraised Value of Property: \$659,860.

II. Abstract

1. The Andrew Murphy House built in 1854, is located in the National Register West Square District of Salisbury, NC. It is an unusually intact Greek Revival residence with multiple features of the style that evolved in the American South in the early nineteenth century. The elaborate double porticos supported by simple round Doric columns, on the front/ South elevation, appear today just as they did when the residence was built by master builder Michael Davis for the owner. The symmetrically placed double hung six over six windows with original glass and plain cornices are specific features of the style and have been historically maintained. The windows have shutters that are consistent with earlier pictures of the house. The first-floor wide wooden front door with sidelights and a transom are specific features of the style. The original granite underpinning of the house is still visible. The original clapboard siding has been historically maintained. The setting, materials and workmanship of the house offer a significant degree of integrity. The house qualifies as historically significant under local Category LHL-P for its architectural integrity and for its association with men who were significant in local, regional and state history.
2. The property is being proposed for Landmark designation under Criterion C, as a pristine example of the Greek Revival style of architecture that was popular in the nineteenth century. The property is also proposed for designation under Criterion B, for its association with Walter "Pete" Murphy and Spencer Murphy for their contributions to the betterment of the lives of citizens not only locally but at the state and national level. The Andrew Murphy House meets criterion B as the home of two prominent men. The house is significant by association with the accomplishments of Walter "Pete" Murphy and Spencer Murphy. The exterior of the house along with the plot of land .66 acre are proposed for designation.

3. The exterior of the house and the .66 acres are to be included in the Landmark Designation .

III. Historical Background

1. Andrew Murphy, the home builder, was the grandson of James Murphy, a native of Glasgow, Scotland who settled in Rowan County shortly before the Revolutionary War. James purchased land from the Earl of Granville in 1756. James died in service to the Revolutionary War at Eutaw Springs Orangeburg, SC September 8, 1781. Daughters of the American Revolution records show that Mary, James's widow, received a War Bounty Land Grant awarded by the state of North Carolina for James's service.¹ As was the custom of the time, James's sons Robert and William were indentured as apprentices until they were 21 years of age. As noted in multiple advertisements in the Carolina Watchman, Robert and William became dry goods merchants. The store's motto was: "Quick sales and small profits- the nimble sixpence preferred to the slow shillings." The philosophy was successful as William, Andrew's father, was listed based on tax records as one of Salisbury's most wealthy men in 1860. Andrew was married at age 21 to his childhood sweetheart, Helen Webb Long. He built the Andrew Murphy House for his bride.

Andrew followed in his father's footsteps as a merchant, but he also became a local political leader. Andrew was elected as a city commissioner for the West Ward in 1856. He also served as a Justice of the Peace for many years and on occasion stepped in to act as the city's mayor when Mayor Ramsey was absent. Andrew's youngest son Walter "Pete" Murphy who inherited the house from his father, continued the family's interest in politics and civic affairs.²

Walter "Pete" Murphy was a Representative to the NC State Legislature 1897-99; 1903-09; 1913-16; 1917-19;1923. In 1945, a special office was created for him as liaison officer between the House and the Senate. Murphy was the only man from Rowan to serve as Speaker of the House on two different terms. He was elected in September, 1913 and again in 1917-19. He was regarded as the most active speaker in NC and his gifts of oratory were employed by the Democratic Party throughout the state. He was also often called to support the National ticket in other states, as well. It was Murphy's honor to deliver the main address at the dedication of the monument to the NC Confederate dead at Gettysburg. His interest in veterans of the Confederacy lead to his being made an honorary Adjunct General of the Confederate Armies in 1945 (most likely honor given by The Sons of the Confederacy.) Murphy's legislative work on the behalf of all veteran causes was significant. Murphy was well known across the state as an amateur historian and as a story teller. He was without peer when it came to amassing a host of friends.³ For thirty years Murphy was the state's foremost advocate of a "square deal" for Black citizens and fought for better

¹ Lark, State Recs. Of NC, vol19, p134,Bockstruck, Rev. War Bounty Land Grants warded by State Gov. p384.

² Carolina Watchman.Jan.30, 1856.p3.

³ Brawley, James, The Rowan Story 1753-1953, North Carolina Division of Archives, Raleigh, NC,1953. P.340-341.

educational opportunities for African Americans when Jim Crow was still firmly entrenched. Buildings were named for him at what is now [North Carolina Central University](#), where he was a member of the board of trustees, and at North Carolina Agricultural and Technical University. His many legislative Bills were collectively referred to as "Murphy Law." The Bills sponsored by Walter Murphy pushed North Carolina far ahead of other southern states in education for Black Americans and improved the lives of citizens state wide.⁴

(As a member of the General Assembly, Murphy backed increasing state support for education, including the normal schools for Black children, for good roads, for those with physical and mental disabilities, and for assistance to war veterans, widows, and orphans. In the 1920s Murphy took a vigorous stand against attempts to ban by law the teaching of the theory of evolution in the public schools and state-supported institutions of higher learning. In North Carolina, the acrimonious controversy on evolution reached a peak with the Poole Bill of 1925. Introduced in the General Assembly by David Scott Poole of Raeford and supported by powerful sectarian forces in the state, it would have prohibited teaching "as a fact Darwinism or any other evolutionary hypothesis." In the house debate, Murphy joined such able legislators as Henry Groves Connor, Jr., of Wilson, and Sam Ervin, Jr., of Morganton, in denouncing the antievolutionists. Murphy's eloquent address has been credited with having "clinched" the death of the antievolutionary movement in the legislature of 1925. The Poole Bill was rejected in the house by a vote of 67 to 46. Later that year The University of North Carolina awarded Murphy an LL.D. degree.)⁵

Pete was a powerful speaker. With reference to his speech to stop the ban on teaching the theory of evolution, Sam Erwin, Jr. wrote, *"the most magnificent speech ever heard uttered by a human voice.* When Pete was fighting for the funds to keep the University of North Carolina afloat, a colleague, J. Wilber Bunn, stated the following. *"I was sitting twenty feet from the man when he spoke and pleaded for the survival of the University of North Carolina. He had tears in his eyes and was mopping his face with his hand. When he finished his speech at least ninety per cent of the representatives voted for the bill. It was the most thrilling experience I witnessed while I was there."*

Pete, as the Executive Secretary of the Council for Repeal, of the 18th amendment wrote in The State magazine, *"The people who are advocating repeal are not criminals nor drunkards. They are people who have realized that national prohibition is a failure and that it has not promoted temperance. They are demanding laws which can be enforced in the regulation and manufacture of alcoholic beverages. "*

During his almost fifty years in the state legislature, the most important work done by Pete was for the betterment of the lives of all North Carolina citizens. His ongoing fight for racial justice was evident and the fight for UNC, his alma mater, was always dear to his heart, but his legislation for better schools and good roads as well as his

⁴ Murdoch, Mary M. NCPedia. Dictionary of North Carolina Biography. Murphy, Walter. University of North Carolina Press.1991. <http://www.ncpedia.com>

⁵ Murdoch, Mary M. Walter Murphy.

fight for the citizens who were often left behind show Pete's integrity and his faith in mankind.

Pete was held in high regard both in the legislature and with citizens state wide. It was common to hear him referred to as "*Uncle Pete*" by his many friends and colleagues.

Spencer Murphy 1904-1964, Pete's son reflected Pete's perspective on racial justice and the plight of the poor through "the power of the pen." After graduating from UNC, where he had participated as a writer and editor of many of the university publications, Spencer returned to Salisbury and joined the staff of the Salisbury Evening Post as a reporter. In 1936 he was promoted to editor and he continued in that capacity as Executive editor until 1954. During that time, he was a frequent winner of the North Carolina Press Association Awards. He won national recognition from the Freedom Foundation. He frequently wrote for The Saturday Evening Post and Literary America. In his obituary, the Greensboro Daily News wrote:

"As one of the 'Young Turks' of North Carolina journalism in the 1920s and early 1930s, he did much to help reorient the political and social thinking of North Carolinians. Through his years as columnist and editor, he established a reputation as an independent thinker."

Spencer was an advocate for cultural and social issues. He was on the executive committee of the NC Social Hygiene Society, and director of the NC Conference for Social Services. After WWII, he was an ardent internationalist, a board member of the NC United World Federalist and president of the Citizens Committee for United Nations Reform. He was president of the NC Symphony Society in the 1940s and a trustee of the NC Library Association. He also served as a trustee of North Carolina Central College in Durhan.

Spencer was recognized for his many editorials on the need for social change, but one editorial written just weeks after the end of WWII brought attention to Salisbury as well as well as to Spencer. The Salisbury Post ran an Associated Press article that shared a story of a soldier coming home from War to find that his only son was dying of Muscular Dystrophy. The next day a reader called Spencer and shared that a story much more tragic was playing out in Salisbury on Ryan Street. (This street is where many employees of the Salisbury Cotton Mill lived.) Spencer went to Ryan Street and met Mrs. Lillie Pinion, a widow with three young sons all of whom had been diagnosed with Muscular Dystrophy. The boys, Billy, Lloyd and David ages 9 through 16 were unable to do even the simplest tasks to care for themselves. Mrs. Pinion who had only a \$37 a month welfare check as income had put her daughter in an orphanage so that her daughter could have better care, and Lillie could take care of the boys.

As soon as Spencer shared his story with the staff of the Post, money began to pour in to help the Pinion family. Spencer wrote an editorial for the paper that not only explained the family's situation, he also pointed out the desperate need for welfare reform and for the need of a national foundation that would support the much-needed

research to find a cure for this disease that was killing so many of the county’s children. Spencer’s editorial was picked up by the Associated Press and was run in newspapers nationwide. The response was overwhelming. Money began to pour in to help the family. Spencer set up a trust fund to handle this for Mrs. Pinion. It seemed that everyone wanted to help. Spencer had mentioned in his editorial that the boys enjoyed listening to the radio but that their radio was broken. He also mentioned that the boys had a stack of old comic books that they read over and over again. The next day someone showed up to fix the radio for free. A Charlotte resident whose son had died recently with MD showed up on the Pinion doorstep with all of her son’s clothing and his wheelchair. The creator of the comic strip Dick Tracy, Chester Gould and the creator of Little Orphan Annie, Harold Gray both wrote to the boys and sent them comic books. The creator of Dick Tracy also created a comic book story board that included the boys’ names and sent the story boards to the children. Actor, Sidney Blackmer and his friend singer, Kate Smith also lent a hand by taking the story to a syndicated radio show host in Hollywood and presenting the story on the air.⁶

As Spencer would write in later editorials, Mrs. Pinion was so grateful and she tried to answer all of the mail she had received from around the country. She stated that on occasion she had to keep the boys from listening to the radio. The boys knew they were sick, but they did not know they were dying. In fact, with in the next 5-7 years all of the boys died. Neither of them lived to see their twentieth birthday.

What Spencer was able to do for this family was certainly admirable, but the information about the need for welfare reform and the need for a national Muscular Dystrophy foundation brought real social change to North Carolina and the nation.

2. Chain of Title:

Date	Grantor	Grantee	Book/Page
5/20/2021	LaGore, Robert LaGore, Sarah	Labagnara, Frank A Garling, W. David	1375/496
6/29/2015	US Bank National Assn/TR Structured Asst Securities Corp Mortgage Pass through Certificate series 2007 BC-4	LaGore, Robert LaGore, Sarah	1254/398
9/26/2014	Clement, Willie III Katherine D. Murdoch	US Bank National Assn/TR Structured Asst Securities Corp Mortgage Pass through NC Deed in Lieu of Foreclosure	1241/867

⁶ Murphy, Spencer. Salisbury Evening Post. Sept. October 1945.

2/4/1999	Inge, Robert	Inge, Katherine D Murdoch	843/692
8/11/1998	Murdoch, Seth estate Murdoch, Mary M. Murphy (d. 1992)	Inge, Katherine D Murdoch Inge, Robert	829/255
//1967	Murphy, Katherine Fisher (d.1970) widow Murphy, Spencer (d.1964) estate	Murdoch, Mary Marshall Murdoch, Seth (Passed through the Will) Indenture	44/657 514/517
//1956	Murphy, Walter (d. 1946) Murphy, Maude H. (d. 1956)	Murphy, Spencer Murphy, Katherine Fisher (Passed through Will)	37/281**
7/25/1947	Mrs. Maude Murphy (Walter's Widow)	Murphy, Spencer and wife C/Katherine Murphy	308/68
	Murphy, Andrew, (d c. 1900) Original owner/builder Murphy, Helen Long wife	Murphy, Walter Murphy, Maude H, (Passed through Will)	*Records checked

3. The Andrew Murphy House was built 1853-1854. The property was passed from one generation to the next for five generations: Andrew Murphy, Walter “Pete” Murphy, Spencer Murphy, Mary Marshall Murdoch, Katherine Murdoch. The property was sold to Robert and Sarah LaGore in 2015 and to the current owners, Frank Labagnara and David Garling in 2021.

4. Dates of Alterations:

c.1900 The kitchen outbuilding was rolled to East elevation of the house and joined to the ell of the original main house. The porticos on the outbuilding Kitchen were removed before the building was attached. This addition enclosed the rear chimney of the original structure. A small porch and back door leading to stairs to the ground were added to the kitchen addition. (This information is based on a family interview with Katherine D Murdoch Clement)

c. 1900-1920 A sunroom was attached to East elevation at the outbuilding kitchen wall that had been added to the rear of the house. The sunroom measures 15 feet on the East elevation. At the dining room which was the original ell location, the sunroom extends beyond the wall of the house. 2.5 feet. On the other end it extends 10 feet to reach the kitchen wall. An interior arch doorway at the end of the entry hall,

provided an entrance to the hall way of the ell with the dining room positioned on the right side of the hall.

c. 1900-1920 an addition was added to the West elevation of the main house. This original elevation was originally 20 feet long. The addition added another 20 feet to the West Elevation. A bathroom and bedroom were added downstairs and a bathroom, bedroom and sleeping porch were added on the second level. The interior stairwell which had originally been place in the entry way was relocated to the addition. The original location of the stairs is still visible from the entry area.

2015-2017 The rear porch and stairs (kitchen area) that was added in c.1900 were removed and the exterior of the house rear/North elevation was remodeled. The rear of the house was extended approximately 10 feet. This addition added more space to the kitchen and downstairs bedroom and created a flat back to the house. The roof was enlarged to cover the addition. Two new small six over six double hung windows were added to the left rear. Double French doors with sidelights were centered on the rear. Two large six over six double hung windows were added to the right rear. A porch with wood deck railing was added and the roofline was extended and covered with a standing seam metal. Four steps were added from the porch to a lower uncovered wooden deck.⁷

2015-2017 A new brick foundation was added to the rear of the house to support the remodeling. A matching water table trim was added to replace the older damaged water table. New matching clapboard siding was used to replace the older siding (this older siding would have been a part of the out kitchen exterior wall.)

2015-2017 Aluminum siding that had been added to the second-floor under the sleeping porch was removed. (date unknown) The siding was replaced with clapboard siding that matches the main house.

(The 2015-2017 renovations are documented in the architectural drawings that are attached under that subcategory V. #5.)

2015-2017 The original metal shingles on the hipped roof of the main house were removed and replaced with asphalt shingles. Many of the metal shingles were missing. *(The Salisbury Historic Preservation Commission did not approve this change. It was presented to the commission “after the fact.” Robert and Sarah LaGore, the owners at that time, appealed the ruling to the local zoning board. The zoning board overruled the commission’s decision.)* Because the roof on the front of

⁷ Lilly-Bowyer. Interview with Karen Hobson. Aug. 11, 2023.

the house is low-pitched and almost not visible due to the double porticos, the asphalt shingles do not distract from the appearance of the house.

2022 The current owners added five wider steps from the lower deck to the ground level. These steps extend the full length of the porch and the lower deck. Deck railing was added to match the four steps that were added 2015-2017.⁸

IV. Assessment

1. The Andrew Murphy House located at 229 W. Bank Street, Salisbury NC is located in the tree lined neighborhood of Salisbury's National Register Historic West Square District. The house which was built in 1853-54 is typical of the Greek Revival style that was popular in the mid-19th century. The front elevation of the house has wide elaborate double porticos that are important architectural features of the style. The porticos are supported by round columns with simple capitals that are historically intact. The shuttered six over six double hung windows are original to the house. Their symmetrical placement on all elevations is important features of the style. As with many homes of this period, the rear of the house has been changed over the years to accommodate the lifestyles of the five generations of the Murphy family that have occupied the dwelling. However, none of the additions to the rear of the house have distracted from the integrity of the design that is so visible on the facade. The Andrew Murphy House is historically significant as a well-maintained Greek Revival Home that due to high quality maintenance and adherence to the original structure, the house retains a high quality of integrity in materials workmanship and design qualifying under Criterion C. The Andrew Murphy House also qualifies under criterion B for association with individuals (Walter Murphy and Spencer Murphy) for their lives of service to the citizens of Salisbury, NC, the region and the state of North Carolina.

The original structure built on an underpinning of granite, was 44 feet wide by 20 feet deep with two rooms below and two rooms above off a central hall. The rear of the original house originally had a 19 X 20-foot ell with one room below and one above. There are three brick chimneys and six fireplaces. The wood siding of the house was aged on the property for two years prior to construction. The current exterior much of which is original is consistent with the grainy wooden siding that was used in the original construction. The clapboard is painted white as it was originally painted. There were originally three outbuildings on the property. These buildings consisted of a two-story kitchen with a piazza similar to the main house; a smoke house; and a

⁸ Bowyer, Karen. Interview with Karen Hobson. Aug. 11, 2023.

dairy. According to family interviews, in early 1900, the kitchen building was rolled to the rear of the house and attached to create an indoor kitchen. It is believed that the other two buildings were removed due to deterioration in the early 1900s. In the 1920s, an addition was added to the East elevation of the house to accommodate more kitchen space and a sunroom. This addition adjoined the hall of the ell and widened the rear North elevation.

The house maintains a significant degree of integrity. The front, elevation is consistent with the original construction as are the windows, doors and the clapboard siding. The Murphy House is significant to the feeling of the West Square Historic District. It is a rare example of the fine antebellum homes that set the West Square apart as a desirable residential neighborhood.

Additionally, the Murphy House is significant as a Local Historic Landmark under category Cultural (LHL-C) for the association with multiple generations of the Murphy family who influenced the cultural heritage of Salisbury. The property is associated with the lives of persons who made important contributions to local, regional and state level history. Specifically, Walter “Pete” Murphy a representative in the state legislature for 19 sessions, almost one half a century, fought for and won better educational opportunities for Black citizens not only locally but at the state level. He was instrumental in saving the University of North Carolina in the 1940s when a lack of funding became a crisis for the university. Pete was also instrumental in the fight to repeal prohibition as well as the fight to prevent a law that would have made the teaching of evolutionary theory in North Carolina public schools illegal. Walter/Pete was also instrumental in Federal Government. He served as special assistant to the commissioner of internal revenue under President Woodrow Wilsons administration, and he served under President Franklin D. Roosevelt’s administration in the establishment of the Federal Deposit Insurance Corporation in the Southeast.

Criterion C is also met for the journalistic and altruistic work of Spencer Murphy (1904-1964) who through the power of the press brought attention to the needs of local, regional and state citizens who were struggling in poverty. Spencer Murphy, son of Walter, was born in Jamestown, NC, but he moved to Salisbury and the Murphy House when he was nine years old with his family. With the exception of his college years at the University of North Carolina, he spent all of his adult years in Salisbury.

From 1921 to 1925 Murphy attended the University of North Carolina, where he was a member of Sigma Nu fraternity, the Order of the Golden Fleece, and the Carolina Playmakers. He founded the Carolina Buccaneer, a campus humor magazine, and served on the editorial boards of the Tar Heel and the Carolina Magazine, a campus literary journal. In his junior year he was named assistant editor of the 1924 Yackety-

Yack, the college year-book, and because of a staff emergency, took over as editor-in-chief. He was also editor-in-chief of the 1925 edition. On receiving his A.B. degree, Murphy returned to Salisbury and joined the staff of the Salisbury Post as a reporter. He was offered numerous positions with larger newspapers in other states during his career, he chose to remain in his home place. In 1936 he became editor of the Post, and in 1956 he was named executive editor.

Murphy's editorials won wide acclaim; many being reprinted in the state's major newspapers. In 1941 the North Carolina Press Association, in the first year of its contest, awarded him first prize for an editorial. He won first place again in 1946 and in 1952. During this period, the Post was the only newspaper with a circulation under 20,000 to place first in the editorial division, and Murphy was the only three-time editorial winner. In 1957, when the contest had been divided into two categories according to circulation figures, he took first place in the smaller newspaper division. Murphy also wrote articles for other newspapers; numerous magazines, including *The State*, the *Saturday Evening Post*, and *Literary America*; and trade journals. Other writings appear in both poetry and fiction anthologies.⁹

In 1945, Spencer wrote an editorial on the plight of Lillie Pinion and her three sons, David, Lloyd and Billy. Mrs. Pinion, a widow was trying to care for her three sons who were each suffering with Muscular Dystrophy and unable to care for their most basic needs. Mrs. Pinion's only source of income was \$35 per month from welfare. The situation had become so dire that she had sent her daughter to the Crescent Orphanage.¹⁰ The editorial that Spencer wrote in September 1945 was picked up by the Associated Press. The response to the needs of the Pinion family was nationwide. Spencer established a trust fund for the family to handle all of the monetary contributions. In addition to money, many people wrote to Mrs. Pinion about their own children's fight with Muscular Dystrophy. Several famous syndicated cartoonists (Little Orphan Annie, Dick Tracy, and other) read that the boys loved comics. They created story boards specifically for the boys and sent them to the children. Actor Sydney Blackmer who was a friend of Spencer's enlisted the help of his friend, Kate Smith the famous singer.¹¹ Together they brought the case of the Pinions to a nationally syndicated radio show. The case of the pinions exploded nationally. Over the course of the next few years all three of the boys died of the disease. The general public became acutely aware of Muscular Dystrophy as an incurable disease. Spencer wrote about the need for a national foundation to finance medical research for a cure.

⁹ Murdoch, Mary M. *NCpedia*. Dictionary of North Carolina Biography. Spencer Murphy. University of North Carolina Press 1991. [Hhttp://ncpedia.com](http://ncpedia.com)

¹⁰ Murphy, Spencer. Editorial. *Salisbury Post*. 9/28/1945.

¹¹ Post, Rose. *Salisbury Post*. 2/12/1992.

In 1945 Spencer wrote in reference to the Pinion case: *“It began as an incident of tragedy; it has become a saga of humanity.”*

During the course of Spencer’s life, though not a joiner by nature, he was actively involved in cultural activities that enriched the lives of North Carolinians. He was an indefatigable worker for "good causes" designed to give humanity a better existence. His interests were diversified, embracing such fields as better race relations, music, and fine literature. As president of the North Carolina Symphony Society [7] from 1946 to 1949, Murphy worked tirelessly for its fund-raising campaigns. He once successfully appealed to the joint appropriations committee of the legislature for a substantial increase in its recommended allotment for the group, which by 1943 had become the first state-subsidized symphony orchestra in the nation. In 1946 Murphy was appointed to the board of trustees of the North Carolina College at Durham to fill the unexpired term of his father. He was reappointed in 1949 and served until 1953. In addition, he served on the board of The University of North Carolina Alumni Association from 1946 to 1949 and was named Rowan County chairman of the Morehead Foundation in 1952. A member of the national board of the Citizens Committee for United Nations Reform in 1946, he was president of the North Carolina chapter. Murphy belonged to numerous organizations dedicated to assist the people of his community and state. He served on the executive committee of the North Carolina Social Hygiene Society (1947–49); the advisory boards of the North Carolina Good Health Association (1947), North Carolina Labor Commission (1948–51), and North Carolina United World Federalists (1948–50); and the Governor's Committee on Highway Safety (1952). He also was a trustee of the North Carolina Library Association (1950–53) and director of the North Carolina Conference for Social Service.¹²

The lives of these men and the work they accomplished has significantly contributed to the culture and image that defines our community and region and set the state of North Carolina ahead and apart from other states during the time of “Jim Crow.”

2. Architectural Description

The Andrew Murphy House is located in the heart of the Salisbury, N C National Register of Historic Places West Square District. This residential neighborhood which is adjacent to downtown contains houses built from the 1840s through the 1920s. The neighborhood features well maintained yards with an abundance of mature trees. As a

¹² Murdoch, Mary M. NCPedia. Dictionary of North Carolina Biography. Murphy, Spencer. University of North Carolina Press.1991. <http://www.ncpedia.com>

National Register District, the homes and setting of the West Square are under the protection of the Salisbury Historic Preservation Commission. As such, any proposed changes to the exterior of the homes must first receive an approval of appropriateness from the commission. This layer of protection has served the neighborhood well.

The Andrew Murphy House built in 1853, faces West Bank Street and sits approximately 30 feet from the sidewalk. A heavy decorative wrought iron fence that is four and one-half feet tall encircles the front/South elevation and the East elevation. Two granite hitching post pillars stand to mark the entrance to the property. The gate which is centered at the front elevation is reached by two simple granite steps that leads to a concrete walkway. Entrance to the double portico on the front of the house is by two granite steps. The driveway to the property is located on the rear/North elevation. The driveway leads to a spacious gravel parking area that is surrounded by grass and flower beds. The property has several large trees including an ancient gnarled Osage Orange tree that is located on the West elevation. There is one noncontributing outbuilding that is located on the West side of the rear yard. In the early 2000s the lot adjacent to the rear of the property was sold to the Historic Salisbury Foundation. The current owners of the property purchased that lot when they purchased the house. Thus, restoring the Murphy lot to its earlier boundaries. This rear area is grass with mature shade trees.

The Murphy House was built in the Greek Revival style that became so popular in America during the early nineteenth century that it was often referred to as the “national style.” The two-story timber framed house was built by Michael Davis, a well-known regional master builder in the 1850s. Most likely, many of the outstanding features of the exterior and interior of the house were created using the many building pattern books that were available at the time. The wooden clapboard house was built on a granite underpinning. The granite foundation is still visible. In present time, a brick foundation joins the granite piers creating a closed foundation. Massive beams were used to frame the structure. Some of these beams are still visible in the attic and in interior closets. It has been recorded that the timber for the house was aged for two years before the house was built. The main body of the house is 44 feet wide by 20 feet deep with two rooms below and two rooms above off a wide central hall. This portion of the house is covered with a low pitch shingled hipped roof. The original dwelling also had a 19 X 20-foot ell with a hall and one room above and one room below on the East elevation. This ell is visible from the current East elevation. The ell’s side gable roof is completed with a low pitch hip roof on the rear of the house. The house has three chimneys. Both the West and East elevations of the main house have chimneys centered on the exterior of elevations. The third chimney is located on the rear of the original ell structure. The stack of this chimney is visible from the rear of the house. However, the lower body of this chimney is not

visible due to an addition that was added to the house in the 1900s. The windows on the main portion of the house are six over six double hung windows with exterior shutters. Many of the windows retain their original glass. The front/South elevation featuring the double portico appears exactly as it did in old family photographs. The roof of the porticos is flat with significant overhang. Both levels of the porticos are supported by six simple Ionic round columns. There are two half columns, one on each side, on the rear of the porch where the portico is attached to the house. Simple rectangular balustrade spans the columns. Doors into the house are centered on each level. The first-floor entrance is quite elaborate with a massive wooden replacement door with sidelights and a transom. The sidelights and transom are original with beveled glass inserts. The second-floor portico door is a simpler design. The simple lines of the portico columns and the wide but simple window frames, as well as, the style of the main front entrance are classic features of the Greek Revival style. The main body of house is covered by a low-pitched hip roof with asbestos shingles that is barely visible from the front elevation.

The rear, North facing elevation was altered in the early 1900s and then remodeled in 2016-2017. The elevation now has a 10 x 18-foot-wide wooden porch with wood deck railing. The entrance to the house from this porch is double French doors with sidelights. There are four steps centered on the porch that led to a lower wooden deck on the right side of the porch. Additionally, there are five wider steps that descend to the ground level. The East elevation was extended in the early 1900s by rolling the original outbuilding kitchen to this side of the house and attaching it to the rear of the original structure. This addition enclosed the body of the chimney that was originally on the left rear. In the early 1900s a sunroom addition was added to the then attached East elevation exterior wall. The sunroom which is 15 long extends 2.5 feet from the dining room wall and then recesses 10 feet back to the kitchen wall. The one-story sunroom has a bank of three double hung windows that are vertically divided (5 panes) on the top sash and solid glass on the lower sash.

A two-story addition was added to the West elevation of the house c.1900-1920. The addition added a bathroom and bedroom to the lower level of the house and added a bathroom, bedroom and sleeping porch to the second level of the house. The sleeping porch wraps around the addition. The gable roofline of the addition ends with a low-pitched hipped roof over the sleeping porch. The rear/North elevation of the sunporch has six windows that are double hung with four over two sashes. The West elevation has five, four over two double hung windows. The first level of the addition has two six over six double hung windows that match the windows in the original house. In the 2016-2017 remodel of the North rear elevation, 10 feet was added to the rear of the house. On the West elevation, the last addition is distinctly different from the earlier 1900-1920 addition. The West elevation of the last addition has significantly

narrower clapboard wooden siding. A small rectangular window is centered on this addition.

Façade South Elevation:

The most distinctive feature of the façade is the double portico with an overhanging flat roof supported on both levels by six simple Ionic columns with simple wooden balustrade. Each level has a centered entrance. The first-floor entrance is a massive wooden door with sidelights and a transom. The first level door has been replaced due to deterioration. The transom and the sidelights are original. The replacement door is accurate for the Greek Revival style. The second-floor entrance is an original wooden door that is approximately the same size as the first-floor door, but it has no sidelights or transom. On each side of the entrances there is a large double hung six over six window with a wide but simple frame and shutters. Much of the window glass is original. Each entrance has new electric coach lights on each side that are designed to give the impression of gas lights. The portico roof which has a rolled rubber covering has gutters all around with down spouts that are attached to the body of the house. Behind the porticos is a low-pitched hip roof that covers the main body of the house. The hipped roof is only visible from the side elevations. Entrance to the porticos is by two original granite steps. The façade appears exactly as the façade did in old family photographs.

West Elevation:

The original body of the house is divided by a chimney on the West elevation. Both the first and second floors have large six over six double hung windows on either side of the chimney. The 1900-1920, 20 foot addition is visible from this elevation. At the beginning of the addition there are two smaller six over six double hung windows on both floors. The addition first floor houses a hall, a bathroom and bedroom. The second-floor has a hall, bathroom, bedroom and a sleeping porch. The sleeping porch has five four over two double hung windows on the West elevation. In 2015-2017, an additional 10 feet was added to the rear of the house. This addition is easily recognizable as the wooden clapboard siding on this addition is narrower than the clapboard on the rest of the house. This addition has a small rectangular window.

North/ Rear Elevation:

The majority of the 2015-2017, home remodeling was done on this elevation. In the early 1900s the outbuilding kitchen was rolled to the left rear of the house and attached to the East elevation ell. A sunroom was also added to the East elevation. The side of the sunroom is visible from the rear elevation. The kitchen joined the hall of the West elevation 1900-1920 addition. In the 1900s a small porch with a rear door and steps to the ground level was attached to the exterior of the kitchen addition. In

2015-2017, this small porch and door were removed and a 19 x 18 foot porch with deck railing was added to the center of the back elevation. An entrance to the house was added from the new porch. The entrance has double French doors with sidelights. There are four steps from this porch leading to a lower wooden deck on the right side of the porch. In 2022, the current owners added a second set of five steps from the lower deck to the ground level. These steps extend the length of the lower deck and are wider and deeper than the four steps above. Deck railing has been added to the portion of the steps leading to the porch. Two large six over six windows were added to the right side of the porch. Two shorter six over six windows were added to the left side of the porch.

East Elevation:

The East elevation like the West elevation is divided by a chimney. On the first and second floors of the main house there is a large six over six double hung windows with shutters to the left and to the right of the chimney. The original ell which can be seen from this elevation, has two large six over six double hung shuttered windows on the first and second floors. The first-floor sunroom which was attached to the kitchen addition in 1900 is a prominent feature of this elevation. The exterior/face of the sunroom is a bank of 3 double hung windows that have five vertical panes on top and solid glass on the bottom. The rear facing extension has a single narrow one over one double hung window. The front facing extension has one window that matches the windows of the face of the sunroom and one narrow window that matches the window on the opposite side of the extension section. The East elevation of the sunroom is 15 feet wide. The sunroom extends 2.5 feet from the body of the house on the left side of the sunroom but the recess 10 feet on the right side where the sunroom is attached to the kitchen addition. The current owners have added a magnificent fountain and pond to the East Elevation. The fountain is centered on the elevation and surrounded by a decorative iron fence.

3. The property has no known archaeological significance.
4. The home's exterior Greek Revival detailing is virtually intact on the South (façade), West and East elevations. The addition on the rear North elevation was essentially a remodeling of unfinished space. That remodeling has not diminished the architectural value of the home. The trim work and clapboard siding, as well as, the rear entrance is in keeping with the Greek Revival style. No attempt was made to make this remodel look historic. However, it was designed to be congruent with the historic nature of the house. The Greek Revival features such as the double portico, the six over six windows, shutters and the elaborate entry with transom and sidelights on the façade are original. Many of the window panes are original. The 1900-1920 additions to the East and West elevations do not distract from the integrity of the house. Clapboard

siding that matches the façade was used to complete the 1900-1920s additions with the exception of the siding under the sleeping porch. This siding on the rear of the West elevation is wooden clapboard that is narrower than the siding on the rest of the house. Six over six style wooden windows with shutters were used additions that match the façade. The windows used on the sun porch and sleeping porch are historically accurate for the time period. The setting and feeling of the house is an historically maintained neighborhood with mature trees and well maintained yards. The materials used on the additions and alterations are historically accurate. The materials on the main house are original with the building date. The workmanship of the original house and the additions is outstanding and has withstood the test of time.

5. The original boundaries of the property extended the full length of the Jackson Street block. In the early 1900s, a portion of this land was sold. An additional portion of land behind the house was sold in the early 2000s. The current owners purchased the last portion of land in 2021 thus restoring the property to the size of the 1900s lot size. The current land plot is .66 acres. This plot which is historically accurate is what is requested for designation. The landscaping in this back lot which has mature trees and garden areas is congruent with the landscaping on the front and sides of the property.

V. Supporting Documentation

1. Digital Photographs: included: general exterior photos, Photos of each elevation, historic photo
2. Floor plans attached
3. Site Plan attached
4. Tax Map and Tax appraisal attached

VI. Bibliography/Sources Citations

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Winston Salem Journal. Spencer Murphy Obituary. Dec. 3, 1964.



Andrew Murphy House

Front Elevation



Andrew Murphy House

Front Elevation



Andrew Murphy House

Front Elevation



Andrew Murphy House

Front Elevation



Andrew Murphy House

West-side Elevation



Andrew Murphy House

West-side Elevation



Andrew Murphy House

Andrew Murphy House, Salisbury, NC Chain of Title

Frank A. Labagnara and Walter David Garling Current Owners (Rowan County NC Register of Deeds)

Date	Grantor	Grantee	Book/Page
5/20/2021	LaGore, Robert LaGore, Sarah	Labagnara, Frank A Garling, W. David	1375/496
6/29/2015	US Bank National Assn/TR Structured Asst Securities Corp Mortgage Pass through Certificate series 2007 BC-4	LaGore, Robert LaGore, Sarah	1254/398
9/26/2014	Clement, Willie III Katherine D. Murdoch	US Bank National Assn/TR Structured Asst Securities Corp Mortgage Pass through NC Deed in Lieu of Foreclosure	1241/867
2/4/1999	Inge, Robert	Inge, Katherine D Murdoch	843/692
8/11/1998	Murdoch, Seth estate Murdoch, Mary M. Murphy (d. 1992)	Inge, Katherine D Murdoch Inge, Robert	829/255
//1967	Murphy, Katherine Fisher (d.1970) widow Murphy, Spencer .(d.1964) estate	Murdoch, Mary Marshall Murdoch, Seth (Passed through the Will) Indenture	44/657 514/517
//1956	Murphy, Walter (d. 1946) Murphy, Maude H. (d. 1956)	Murphy, Spencer Murphy, Katherine Fisher (Passed through Will)	37/281**
7/25/1947	Mrs. Maude Murphy (Walter's Widow)	Murphy, Spencer and wife C/Katherine Murphy	308/68
	Murphy, Andrew, (d c. 1900) Original owner/builder Murphy, Helen Long wife	Murphy, Walter Murphy, Maude H, (Passed through Will)	*Records checked

**Attached is a copy of the deed from Maude Murphy (Spencer's widow) to Elizabeth (sister) and Spencer Murphy

- An extensive search has been done at the Rowan County, NC Register of Deeds office and no record of Andrew Murphy deeding the property to his Son, Walter can be found. Some documents are missing in the office due to a fire.

THIS INDENTURE, Made this the 28th day of July
In the year of our Lord one thousand nine hundred and sixty-seven (1967) between

KATHERINE FISHER MURPHY (Widow)
of the County of Rowan and State of North Carolina, of the first part, and

MARY MARSHALL MURPHY MURDOCH and husband, SETH S. MURDOCH

of the County of Rowan and State of North Carolina of the second part,

WITNESSETH, That the said part... of the first part, for and in consideration of the sum of
One (\$1.00) Dollar and by way of gift

to the said part... of the first part in hand paid, the receipt whereof is hereby acknowledged, has... bar-
gained, sold and conveyed, and by these presents does... bargain, sell and convey unto the said part... of
the second part... their... heirs and assigns, the following described real estate, situate, lying and being in

Salisbury... Township, County of Rowan and State of North Carolina, bounded as follows, to-wit:

BEGINNING at a stake at the Southern corner at the intersection of West Bank Street with South Jackson Street in the City of Salisbury and runs thence along the Southwestern margin of Bank Street in a Southeasterly direction 110 feet to a stake, Morris' corner; thence along the Morris and Ketchie line in a Southwesterly direction 246 feet, more or less, to a stake on Peeler's corner; thence with Peeler's line in a Northwesterly direction 110 feet to a stake in the South-eastern margin of Jackson Street; thence along the Southeastern margin of Jackson Street in a Northeasterly direction 246 feet, more or less, to the point of BEGINNING.

*Seth S. Murdoch
299 W. 8th St. City*

TO HAVE AND TO HOLD all and singular the above granted premises, with the appurtenances, unto the said part 1st... of the second part... heirs and assigns forever.

And the said Katherine Fisher Murphy (Widow)

part Y... of the first part, for herself, her heirs, executors and administrators, do as hereby covenant with the said part 1st of the second part... heirs and assigns, that she is seized of said premises in fee simple; that the said premises are free from all incumbrances; that she has good right and lawful authority to sell the same; and that she will warrant and defend the said premises unto the part 1st of the second part... heirs and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said part Y... of the first part hereunto set her hand and seal, the day and year first above written.

Signed, sealed and delivered to the presence of Katherine Fisher Murphy (Seal)

STATE OF NORTH CAROLINA—Rowan County. Execution of the foregoing deed was this 28th day of July, 1967, before the undersigned Elyne P. Wigginton, Notary Public. In and for the County aforesaid, by Katherine Fisher Murphy (Widow)



Witness my hand and Notarial seal, date above written. My Commission expires: July 8, 1968. Elyne P. Wigginton (Seal) Notary Public

STATE OF NORTH CAROLINA—Rowan County. Superior Court September 7, 1967. The foregoing certificate of Elyne P. Wigginton, Notary Public of Rowan County, is adjudged to be in due form and according to law. Therefore let the said deed, with certificate, be registered.

Filed for registration at 10:25 o'clock A.M. Sept. 7 1967 and registered in Deed Book 52A Page 517. [Signature] Clerk of Superior Court. Checked by [Signature] for Submitter.

Rowan County Register of Deeds for Rowan County

DEED

THIS INDENTURE, Made this, the 25th day of July, in the year of our Lord one thousand nine hundred and forty seven, between

Peter L. Henderson and wife, Elizabeth Murphy Henderson
Spencer Murphy and wife, Catherine Murphy

of the County of Rowan and State of North Carolina, of the first part, and

Mrs. Maude Murphy - (Walter Murphy's wife

of the County of Rowan, State of North Carolina of the second part:

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Ten dollars and other valuable consideration

to the said part 1st of the first part in hand paid, the receipt whereof is hereby acknowledged, he VE bargained, sold and conveyed, and by these presents the ... bargain, sell and convey unto the said part Y of the second part, her all our right, title and interest in ... her and assigns, the following described real estate, situate, lying and being in: Salisbury Township, County of Rowan and State of North Carolina, bounded as follows, to wit:

BEGINNING at a stake at the South corner at the intersection of Bank and Jackson Streets in the City of Salisbury, North Carolina, and runs thence with the Southeastern margin of Jackson Street in a South West-erly direction 120 feet to a stake, a new corner; thence in a Southeasterly direction and parallel with Bank Street 110 feet to a stake in the line of the property of Claude Morris; thence with Morris' line in a Northeasterly direction and parallel with Jackson Street 120 feet to a stake in the South-western margin of Bank Street; thence with said margin of Bank Street in a Northwesterly direction 110 feet to the point of BEGINNING.

TO HAVE AND TO HOLD all and singular the above granted premises with the appurtenances, unto the said part Y of the second part, her heirs and assigns, forever.

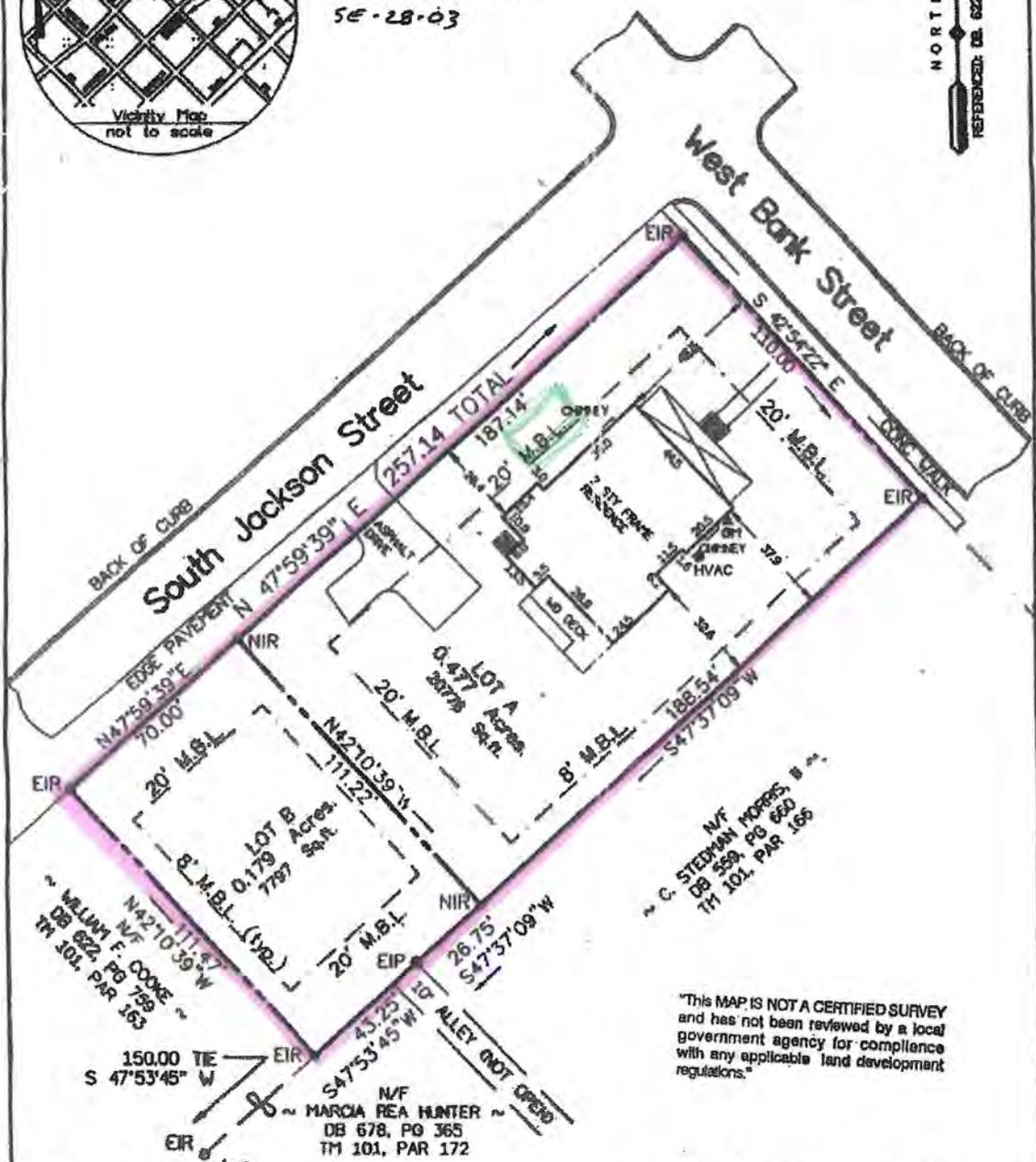
And the said Peter L. Henderson and wife, Elizabeth Murphy Henderson
Spencer Murphy and wife, Catherine Murphy

part 1st of the first part, for themselves, their heirs, executors and administrators, do hereby covenant with the said part Y of the second part, her heirs and assigns, that they are seized of said premises in fee simple; that the said premises are free from all incumbrances; that they have good right and lawful authority to sell the same; and that they will warrant and defend the said premises unto the part Y of the second part, her heirs and assigns, against the lawful claims of all persons whomsoever.

I hereby certify that this Exception Plat meets the requirements of Section 2.01, Paragraph 2, Subparagraph () of the Subdivision Ordinance of the City of Salisbury, North Carolina:

[Signature]
Subdivision Administrator
SE-28-03

11-20-03



Murphy House site map
229 W Bank St.
Salisbury, NC 28144

Lot B purchased by current owners
to restore site to original size
Water garden added by current owners

"This MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations."

This property () is in a special Flood Hazard Area as determined by the U.S. Department of Housing and Urban Development, Community Panel No. 150418 0000 effective date 6/15/00

This plat is subject to any Easements, Agreements, or Right-of-Ways of record prior to the date of this plat which was not visible at the time of the survey.

LEGEND

- HVAC heat / air cond. unit
- ▲ GY natural gas meter
- IR existing iron rod
- ⊙ EP existing iron pipe
- NR new iron rod (set this survey)

Minimum Building Setbacks:
Front = 20'
Side = 8'
Rear = 20'
Side Street = 20'

Total number of lots = 2.
City of Salisbury Zoning = SFC

Exception Plat of Survey for
Katherine D. Murdoch
229 West Bank Street, Salisbury Township
Rowan County, North Carolina
Deed Book 620, Page 255, Tax Map 010, Parcel 163

Certificate of Survey

Donald J. Moore certify that this plat was drawn under my supervision from (an actual field survey) and that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____ that the ratio of precision as compared to the original and accurate is 1: _____

Witness my hand and seal this _____ day of _____, A.D. 2003.

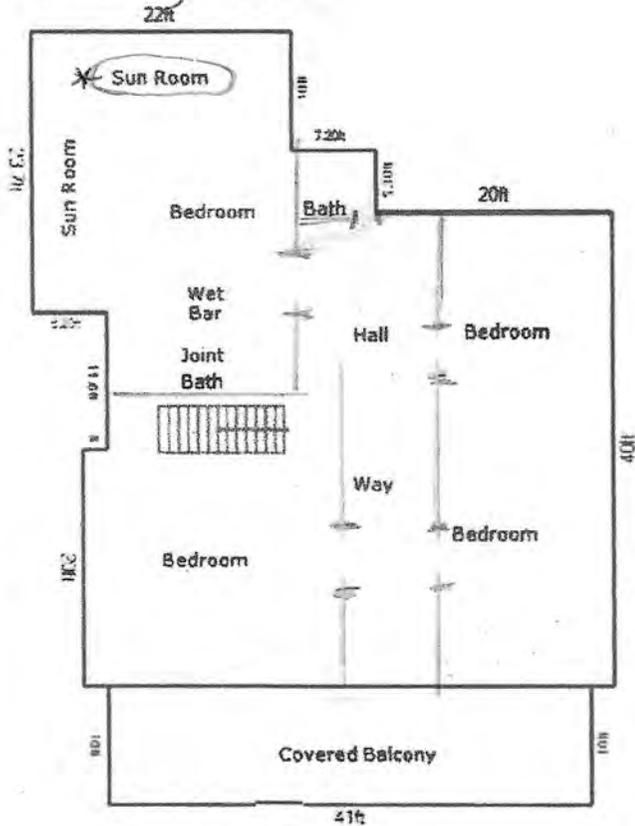
Donald J. Moore
Registration Number



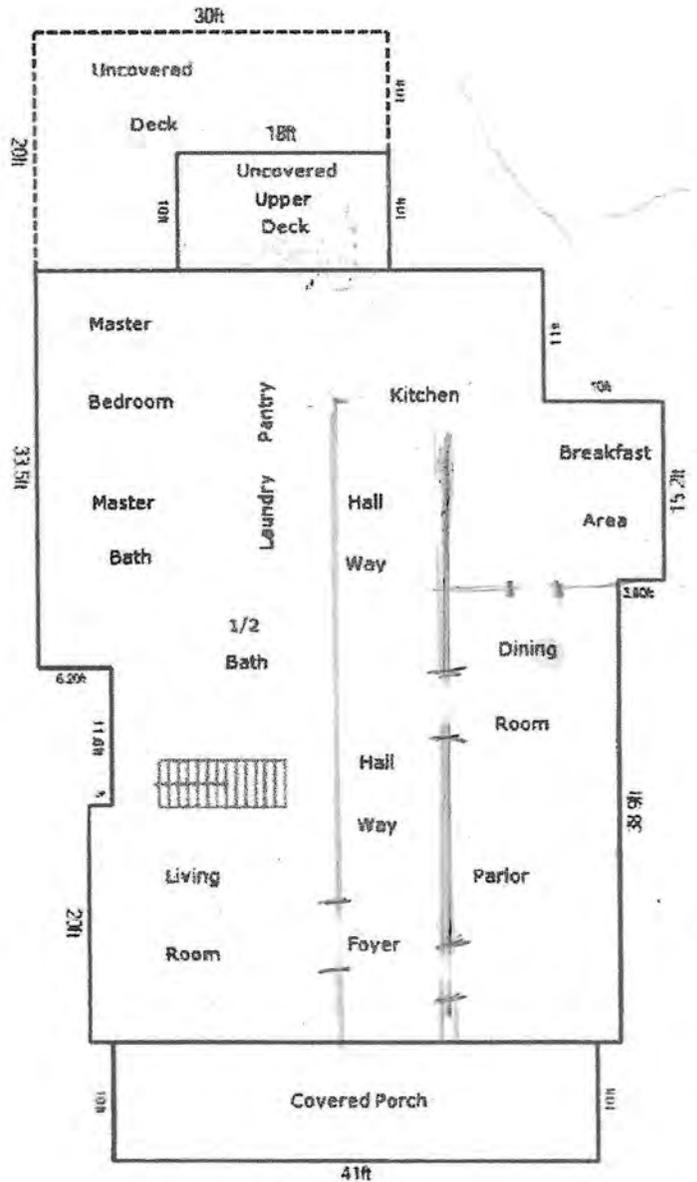
Survey & Plat by
Donald J. Moore, PLS
Land Surveying, Mapping, Subdivisions, Planning
P.O. Box 4100, Salisbury, North Carolina 28144
187 Summers Lane, Advance, North Carolina 27006
Phone: (704) 637-2140 Phone: (336) 688-0100

Andrew Murphy House
 229 W. Bank Street
 Salisbury, NC 28144

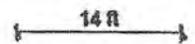
Sleeping Porch



2nd floor



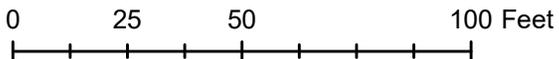
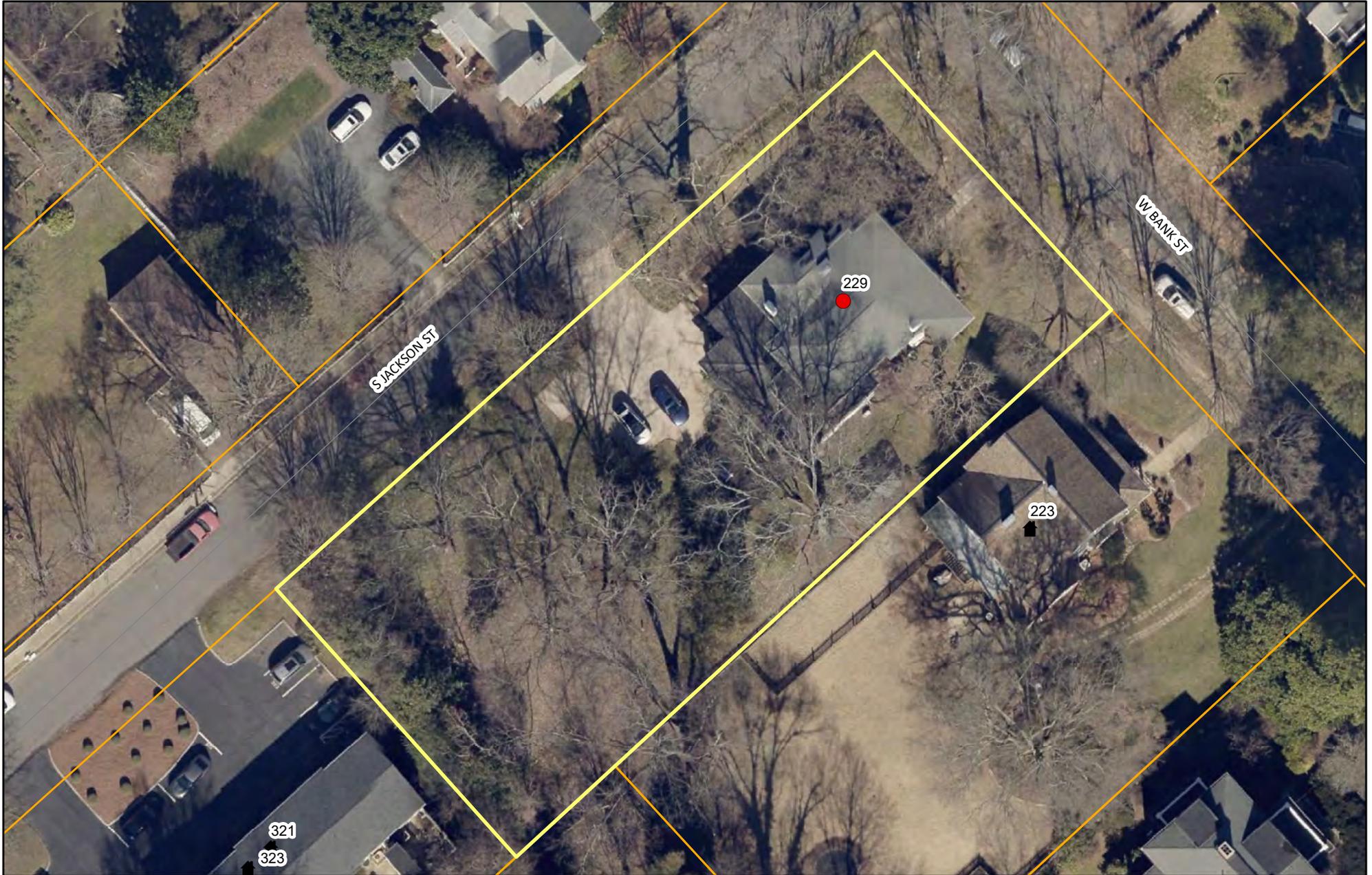
1st floor



Living Area	Area Calculation			
First Floor	3036.56 ft ²	First Floor		x 1.00 = 3036.56 ft ²
Second Floor	2186.84 ft ²		11 ft x 43 ft	1.00 = 473 ft ²
Nonliving Area			2 ft x 20 ft	1.00 = 40 ft ²
Open Porch	410.00 ft ²		5.60 ft x 15.2 ft	1.00 = 87.76 ft ²
Wood Deck	420.00 ft ²		54.1 ft x 43 ft	1.00 = 2326.3 ft ²

ANDREW MURPHY HOUSE

229 W. Bank Street, Salisbury, NC
Site Plan and Proposed Designation Map



Assessed Tax Value: \$659,860
Rowan County Tax ID: 010 165



City of Salisbury
Planning and Neighborhoods
132 North Main Street
Salisbury, NC 28144
Ph. 704.638.5311

SALISBURY HISTORIC LANDMARKS Tax Implications

Local Historic Landmark Designation: Tax Implications

The Salisbury City Council is authorized by N.C.G.S. 160D-945 to designate local historic landmarks that are deemed by the Salisbury Historic Preservation Commission (HPC) to be of special significance in terms of their historical, prehistorical, architectural, or cultural importance; and that possess integrity of design, setting, workmanship, materials, feeling and/or association.

Owners of local historic landmarks are eligible for property tax benefits.

Owners are eligible to apply annually for a 50% property tax deferral as long as the property's significant historic or architectural features are maintained. N.C.G.S. 105-278 authorizes this benefit:

§ 105-278. Historic properties.

(a) *Real property designated as a historic property by a local ordinance adopted pursuant to former G.S. 160A-399.4 or designated as a historic landmark by a local ordinance adopted pursuant to G.S. 160D-945 or former G.S. 160A-400.5 is designated a special class of property under authority of Article V, Sec. 2(2) of the North Carolina Constitution. Property so classified shall be taxed uniformly as a class in each local taxing unit on the basis of fifty percent (50%) of the true value of the property as determined pursuant to G.S. 105-285 and 105-286, or 105-287.*

(b) *The difference between the taxes due on the basis of fifty percent (50%) of the true value of the property and the taxes that would have been payable in the absence of the classification provided for in subsection (a) shall be a lien on the property of the taxpayer as provided in G.S. 105-355(a). The taxes shall be carried forward in the records of the taxing unit or units as deferred taxes. The deferred taxes for the preceding three fiscal years are due and payable in accordance with G.S. 105-277.1F when the property loses the benefit of this classification as a result of a disqualifying event. A disqualifying event occurs when there is a change in an ordinance designating a historic property or a change in the property, other than by fire or other natural disaster, that causes the property's historical significance to be lost or substantially impaired. In addition to the provisions in G.S. 105-277.1F, no deferred taxes are due and all liens arising under this subsection are extinguished when the property's historical significance is lost or substantially impaired due to fire or other natural disaster.*

The deferment reduces the taxable value of the property by 50%. This means that any special taxes are also reduced; for example, a landmark property located in a Municipal Service District would see its MSD tax revenue reduced by 50%.

The value of the deferred property taxes are held as a lien against the property. In the event that the property loses landmark status, due to loss or impairment of historical significance or changes in the designating ordinance, the deferred taxes for the previous three years are payable to the owner. If a property loses its historic significance due to a fire or natural disaster, no recapture of past tax deferments will occur.

Designated Landmarks					
Property Name	Pre-landmark Tax Value	Post Landmark Tax Value	City Tax Deferral Per Year	County Tax Deferral Per Year	MSD Tax Deferral Per Year
Wright-Hobson House	\$ 563,550.00	\$ 281,775.00	\$ 1,735.73	\$ 1,634.30	\$ -
Mary Steele Scales House	\$ 301,193.00	\$ 150,596.50	\$ 927.67	\$ 873.46	\$ -
Empire Hotel	\$ 1,195,986.00	\$ 597,993.00	\$ -		\$ -
Salisbury Depot	\$ 1,655,149.00	\$ 827,574.50	\$ -		\$ -
Moore House	\$ 522,911.00	\$ 261,455.50	\$ 1,610.57	\$ 1,516.44	\$ -
Napolean Bonaparte McCanless House	\$ 172,708.00	\$ 86,354.00	\$ 531.94	\$ 500.85	\$ -
Grubb-Sigmon House	\$ 534,383.00	\$ 267,191.50	\$ 1,645.90	\$ 1,549.71	\$ -
Temple House	\$ 238,799.00	\$ 119,399.50	\$ 735.50	\$ 692.52	\$ -
TOTAL PER YEAR			\$ 7,187.32	\$ 6,767.28	\$ -

Proposed Landmark					
Property Name	Pre-landmark Tax Value	Post Landmark Tax Value	City Tax Deferral Per Year	County Tax Deferral Per Year	MSD Tax Deferral Per Year
Murdoch-Wiley House	\$ 659,860	\$ 329,930	\$ 2,032.37	\$ 1,913.59	\$ -

**AN ORDINANCE DESIGNATING THE “ANDREW MURPHY HOUSE”, LOCATED AT
229 WEST BANK STREET IN SALISBURY, NORTH CAROLINA, AS A HISTORIC
LANDMARK**

WHEREAS, Chapter 160D-946 of the North Carolina General Statutes provides for the designation of historic landmarks; and

WHEREAS, the City of Salisbury has created the Salisbury Historic Preservation Commission as a commission having the authority to exercise, within the planning jurisdiction of the City, the powers and duties conferred by N.C.G.S. 160D-942; and

WHEREAS, the Andrew Murphy House is located at 229 West Bank Street in Salisbury, North Carolina, and is identified by the Rowan County Parcel ID No. 010 165 (“the Property”); and

WHEREAS, the Property is owned by David Garling and Frank Labagnara, who has consented to the landmark designation; and

WHEREAS, the Salisbury Historic Preservation Commission issued a Landmark Designation Report in August 2023, recommending designation of the Property as a historic landmark; and

WHEREAS, as set forth in the Landmark Designation Report, the Salisbury Historic Preservation Commission has determined that the Property is of special significance in terms of its historical, prehistorical, architectural, and/or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling, and association; and

WHEREAS, the State Historic Preservation Office (“SHPO”) of the North Carolina Department of Natural and Cultural Resources has been provided the opportunity to review and comment on the proposed designation; and

WHEREAS, the SHPO reviewed the proposed designation and issued a letter of comment dated October 11, 2023; and

WHEREAS, the Salisbury Historic Preservation Commission held a duly-noticed public hearing on November 9, 2023, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein, and following said hearing voted to confirm its recommendation that the Salisbury City Council designate the Property as a historic landmark; and

WHEREAS, the Salisbury City Council held a duly-noticed public hearing on January 2, 2024, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein; and

WHEREAS, the Salisbury City Council, having taken into full consideration all statements and information presented at the public hearings and in the Landmark Designation Report, finds that the Property meets all qualifying elements of a historic landmark, particularly,

that it is of special significance in terms of its historical, prehistorical, architectural, and/or cultural importance, and possesses integrity of design, setting, workmanship, materials, feeling, and association; and

WHEREAS, the Salisbury City Council finds that the Property's preservation should be encouraged and ensured.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. The City of Salisbury hereby designates the Andrew Murphy House, located at 229 West Bank Street Salisbury, North Carolina as a Salisbury Historic Landmark pursuant to Chapter 160D-945, as amended, of the North Carolina General Statutes. Said property being more particularly described as follows:

Andrew Murphy House, 229 West Bank Street, Salisbury, Rowan County, NC, specifically: the complete exteriors of the house (Rowan County Parcel ID # 010 165), that property described in deed book 1398, page 525 recorded in the Rowan County Register of Deeds, comprising approximately 0.66 acres. This property is owned by David Garling and Frank Labagnara.

SECTION 2. No portion of the interior and exterior features of any building, site, structure, area, or object that is designated in this ordinance may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material, or outer appearance occurs unless and until a Certificate of Appropriateness is obtained from the Salisbury Historic Preservation Commission or its successors; provided however that the City of Salisbury Planning Director or designee may approve Certificates of Appropriateness for minor works as listed in the Bylaws and Rules of Procedure of the Salisbury Historic Preservation Commission. The Salisbury Historic Preservation Commission shall review Certificates of Appropriateness for interior alterations using *The Secretary of the Interior's Standards for Rehabilitation*.

SECTION 3. No portion of the exterior features of any building, site, structure, or object that is designated in this ordinance may be demolished unless and until a Certificate of Appropriateness is obtained from the Salisbury Historic Preservation Commission or a period of three hundred and sixty-five (365) days has elapsed following final review by the Commission of a request for demolition (or any longer period of time required by N.C.G.S. 160D-949 as it may be amended hereafter); provided however, that demolition may be denied by the Salisbury Historic Preservation Commission in the event that the State Historic Preservation Officer determines that the building, site, structure, or object has statewide significance as provided by N.C.G.S. 160D-949.

SECTION 4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material, or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building

inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and follow *The Secretary of the Interior's Standards for Rehabilitation* and the *Salisbury Historic Design Standards*, the guidelines used by the Salisbury Historic Preservation Commission to evaluate proposed alterations or additions.

SECTION 5. The Salisbury Historic Preservation Commission shall have no jurisdiction over the interior features of the property, with the exception of those portions of the interior that are included in the designation parameters as contemplated in this ordinance.

SECTION 6. City administration and the Salisbury Historic Preservation Commission are hereby authorized to have posted a suitable sign on the site herein described indicating that said site has been designated a historic landmark by action of the Salisbury Historic Preservation Commission and the Salisbury City Council provided, should the owners of the herein described property not consent to the posting of said sign on the described premises, City administration and the Salisbury Historic Preservation Commission are hereby authorized to have said sign located on the public right-of-way adjacent to said property.

SECTION 7. All owners of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence, shall be sent by certified mail a copy of this ordinance.

SECTION 8. Copies of this ordinance shall be filed and indexed in the offices of the City Clerk, Community Planning Services, Rowan County Register of Deeds, and the Rowan County Tax Administrator, as required by applicable law.

SECTION 9. In the event any building, site, structure, or object designated in this ordinance is demolished in accordance with the ordinances of the City of Salisbury, this ordinance may be repealed.

SECTION 10. Any violation of this ordinance shall be unlawful as by law provided.

SECTION 11. This ordinance shall be effective on the date of adoption.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Wendy Brindle, Engineering

Name of Presenter(s): Wendy Brindle, Transportation Director

Requested Agenda Item: Design Services Contract for Project HL-0049, Brenner Avenue Safety Improvements

Description of Requested Agenda Item: The Transportation Department has obtained Surface Transportation Block Grant Program – Direct Attributable (STBGP-DA) funding in the amount of \$820,608 for traffic safety improvements along Brenner Avenue between Jake Alexander Boulevard and Milford Hills Road. Brenner Avenue is a minor thoroughfare carrying approximately 13,000 vehicles per day with access to multiple retail areas and serves a primary route to the WG Hefner Medical Center. There have been 29 accidents in a five-year period along this section of Brenner Avenue, with 21 of those occurring at the driveways for major retail/restaurant developments, and over five accidents occurring in a 12-month period. In response, the Transportation Department reviewed alternatives to improve safety, and estimates approximately \$1,025,760 for a roundabout, median and driveway improvements along this section. The city's 20% match of \$205,152 plus the grant monies awarded equal this amount.

Through an RFLOI process, the City has selected three on-call firms for design of federally funded projects. Summit Engineering, one of the on-call firms, was chosen for design of this project and was subsequently approved by NCDOT to perform these services for \$222,090.22. We estimate approximately nine months for design, and an additional 3 months for easement/right-of-way acquisition prior to construction.

To stay on schedule with the project, staff recommends that Council authorize the City Manager to execute a contract with Summit Design and Engineering Services, PLLC, in the amount of \$222,090.20 for the design of safety improvements on Brenner Avenue.

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

\$75,000 was included in the FY23-24 Budget for Project HL-0049 to cover anticipated payments. The remaining contract amount will be covered by an unencumbered balance in Transportation's Special Projects. The project also has offsetting funds at 80% through the STBG funds.

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

Authorize the City Manager to execute a contract with Summit Design and Engineering Services, PLLC in the amount of \$222,090.20 for the design of safety improvements on Brenner Avenue.

Contact Information for Group or Individual: Wendy Brindle – 704-638-5201

Salisbury City Council Agenda Item Request Form



Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

M. O. O'Donoghue

Finance Manager Signature

Wendy Biddle

Department Head Signature

Tracey Keyes

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

ENGINEERING SERVICES CONTRACT

This contract for services (the "Contract"), made and entered into this _____ day of _____, 2024 by and between the **CITY OF SALISBURY**, a North Carolina municipal corporation located at 132 North Main Street, Salisbury, NC 28144 (hereinafter referred to as the "City"), and **SUMMIT DESIGN AND ENGINEERING SERVICES PLLC**, a North Carolina professional limited liability company located at 3301 Benson Drive, Suite 400, Raleigh, NC 27609 (hereinafter referred to as the "Provider") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform all of those services included in the Scope of Services, which is attached to this Contract as Exhibit A and incorporated by reference (the "Services"). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider in the amount not to exceed two-hundred twenty-two thousand ninety and 22/100 Dollars (\$222,090.22) for services rendered in accordance with the terms of this Contract.
- b. Other obligations of the City. In addition to the foregoing, the City shall: (1) notify property owners of the surveying activities; (2) pay associated permit fees, including but not limited to, NCDEQ permits, railroad right of entry fees, and flagmen fees; (3) review plans and provide comment; (4) review specifications and provide comments; (5) coordinate bid days and times with Provider; (6) coordinate approvals with NCDOT; (7) acquire any necessary rights-of-way; and (8) pay legal advertisement fees for the Services.
- c. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. The Services will be provided from January 2024 through October 2024 unless sooner terminated as herein provided.

4. Change Orders. The City may, from time to time, request changes in the Services provided under this Contract. Such changes, including any increase or decrease in the amount of Compensation, shall not be effective unless mutually agreed to in writing and signed by both of the parties after appropriate authorization.

5. Termination for Convenience. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause and in its discretion, terminate this Contract for convenience upon thirty (30) calendar days' notice in writing from the City to Provider prior to the date of termination. Upon termination, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions of this Contract shall remain in force. All finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.
6. Termination for Cause. Either party has the right terminate this Contract for cause based on a breach of any of its terms upon written notice to the other party specifying the breach.
7. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services, but no more than monthly. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s) for work satisfactorily performed. Invoice(s) should be sent to Wendy Brindle, City Engineer, City of Salisbury, PO Box 479, Salisbury, NC 28145, for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to insurance in the minimum amounts: (1) \$1,000,000 in General Liability; (2) \$1,000,000 in Automobile Liability; (3) \$1,000,000 in Errors and Omissions; and (4) Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability and Errors and Omissions policies. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.

13. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
14. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
15. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
16. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
17. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
18. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City, but that such written approval shall not be unreasonably withheld..
19. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
20. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
21. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous

discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

22. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
- a. Exhibit A: Scope of Services
 - b. Exhibit B: Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200
23. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
24. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
25. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.
26. Nondiscrimination. By signing this Contract, Provider, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Provider further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Provider further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Provider with reference to the subject matter of this Contract.

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

CITY OF SALISBURY

PROVIDER

BY: _____

TITLE: City Manager

DATE: _____

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

EXHIBIT A

HL-0049/Brenner Avenue Safety Improvements

STAGE 1 | Summary Sheet and Project Management

TASK ORDER # 1

Contract Information

SUMMIT DESIGN AND ENGINEERING SERVICES, PLLC			
<i>Contract #</i>	<i>Contract Type: Limited Services Contract</i>	<i>Payment Type: Lump Sum</i>	<i>49900.1.1</i>
Mead & Hunt and TELICS			
<i>Contract #</i>	<i>Contract Type: Stand Alone Purchase Order</i>	<i>Payment Type: Lump Sum</i>	<i>49900.1.1</i>
<i>Contract #</i>	<i>Contract Type: Stand Alone Purchase Order</i>	<i>Payment Type: Lump Sum</i>	<i>49900.1.1</i>

Project Contacts

Fill in Project Contacts. Add rows as needed and delete unused rows. Indicate PDN activity for each subconsultant.

NCDOT CONTACTS			
<i>Wendy Brindle</i>	<i>704-638-5201</i>	<i>wbrin@salisburync.gov</i>	<i>City Engineer</i>
<i>Darrell Riley</i>	<i>704-638-5203</i>	<i>drile@salisburync.gov</i>	<i>Engineering Specialist</i>
PRIME CONSULTANT CONTACTS			
<i>Greg Fuller</i>	<i>919-322-0115</i>	<i>Greg.fuller@summitde.com</i>	<i>Project Manager</i>
<i>Brandon Johnson</i>	<i>919-322-0115</i>	<i>Brandon.johnson@summitde.com</i>	<i>Deputy Project Manage</i>
<i>Neil Dean</i>	<i>919-322-0115</i>	<i>Neil.dean@summitde.com</i>	<i>Roadway Lead</i>
SUBCONSULTANT CONTACTS			
<i>Siobhan Gordon</i>	<i>803-413-6148</i>	<i>Email: Siobhan.gordon@meadhunt.com</i>	<i>2EN1, 2EN2, 2EP1, 2IM1, 2PI1</i>
<i>Steve Brown</i>	<i>919-421-8076</i>	<i>Email: steve.brown@meadhunt.com</i>	<i>2EN1, 2EN2, 2EP1, 2IM1, 2PI1</i>
<i>Cory Wood</i>	<i>336-705-8844</i>	<i>corywood@telics.com</i>	<i>Utility Coordination</i>
SUBMIT ESTIMATES TO: <i>wbrin@salisburync.gov</i>			

Project Information

Fill in Project Information.

BASIC PROJECT INFORMATION			
Project Duration: 12			
SPOT ID: <i>SPOT Number</i>		WBS: 49900.1.1	Federal Aid Number: 070244
Division: 9		County: Rowan	
Project Description: <i>The project consists of the construction of a median on Brenner Avenue from the intersection with US 70 / US 601 (Jake Alexander Boulevard) to Milford Hills Road with a roundabout at Milford Hills Road.</i>			
Project Limits: <i>US 70/US601 (Jake Alexander Boulevard) to Milford Hills Road</i>		Length (miles): 0.25 Miles	
Programmed R/W Date: 2023		Programmed Let Date: 2024	
Federal Funding: Yes			
STIP Allocation: R/W Construction Utilities	Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State	Document Type: <input checked="" type="checkbox"/> CE/MCDC <input type="checkbox"/> EA/FONSI <input type="checkbox"/> DEIS/FEIS/ROD	Contract Type: <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus
NEPA/Section 404 Merger Project: Choose an item.			

TRANSPORTATION PLANNING INFORMATION	
Design Year: 2023	No. of Build Alternatives: 1
Description of Build Alternative(s):	

ROADWAY INFORMATION	
Design Speed: <i>40 MPH</i>	Posted Speed: <i>35 MPH</i>
Design Units: <i>Insert Units</i>	
<u>Traffic Volumes</u> Base Year: <i>13000 VPD</i> Design Year: <i>13000 VPD</i> K: ? D: ?	Design Exceptions: <i>List Design Exceptions</i>
<u>Truck Traffic</u> <i>Insert # Duals</i> <i>Insert # TTST</i>	Functional Classification: <i>Local</i>
Tier Classification: <i>Insert Tier</i>	Terrain: <i>Rolling</i>
Design Standard: <i>AASHTO</i>	Typical Section: <i>3-Lane</i>
<u>Right of Way</u> Existing: Proposed:	Access Control: <i>None</i>
Number of Parcels: <i>8</i>	Number of Relocations: <i>0</i>
Bicycle Route: <i>NO</i>	Sidewalk: <i>YES</i>
Detours: <i>TBD</i>	School Buses: <i>YES</i>
Noise Walls: <i>NO</i>	Utility Impact: <i>HIGH</i>
Railroad Involvement: <i>NO</i>	Hazardous Sites: <i>na</i>
Historic Sites: <i>na</i>	Archaeological Sites: <i>na</i>
Grade Separations: <i>na</i>	Structures: <i>na</i>
Signals: <i>n Brenner Avenue/US 70/US601 (Jake Alexander Boulevard)</i>	
Are surveys available? <i>NO</i>	When are they anticipated? <i>August 2023</i>

TRAFFIC MANAGEMENT INFORMATION	
ADT: <i>13000</i>	Positive Protection: <i>No</i>
Number of Y-lines: <i>2</i>	Temporary Pavement: <i>No</i>
Temporary Shoring: <i>No</i>	On-Site Detours/Cross-overs: <i>No</i>
Road Closures/Off-Site Detours: <i>Yes</i>	Pedestrian Accommodation: <i>Basic</i>
Overhead Signs: <i>na</i>	Staged Construction: <i>No</i>
Signalized Intersections: <i>1</i>	Temporary Signals: <i>No</i>

STRUCTURAL AND HYDRAULIC INFORMATION	
Bridges: <i>0</i>	List of Structures: <i>0</i>
Major Drainage Structures/Crossing: <i>0</i>	Culverts: <i>0</i>

Project Management Tasks

Objective:

During the project initiation stage, the Project Manager will organize the team, develop the scope of services, a baseline schedule and budget, and a work plan consisting of communications, risk management, quality and change management procedures and expectations for the project.

In subsequent stages, the Project Manager manages the team in accordance with those elements listed above, as well as ensures the project is delivered on time and within budget and meets the highest quality standards. The Project Manager leads and is responsible for building and maintaining the team, assisting the team’s coordination, collaboration, and communication through various meetings. These meetings vary in frequency and purpose and are dependent upon project team needs. The Project Manager leads the team in coordination and status of the scope, schedule and budget, facilitates dialogue between team members, communication of project decisions and identification of risks, opportunities, and actions to progress the project through to all stages of project development to letting. The Project Manager engages with external stakeholders such as MPO/RPOs, local communities, businesses, residents, and other third-party external stakeholders as needed. In addition, the Project Manager performs administrative functions to report project status in accordance with various budget and schedule metrics and Department leadership requests for information, including development of project status reports, spending plans, etc.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Route Location Scope of work is included independently at the end of this document.
- 2.

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Meetings with NCDOT PM: 12		
	Anticipated format: <i>Virtual meeting</i>	Anticipated # of staff: 4	Anticipated duration: 1 hrs./meeting
<input checked="" type="checkbox"/>	External Coordination Meetings: 2		
	Anticipated format: <i>Virtual meeting</i>	Anticipated # of staff: 4	Anticipated duration: 2 hrs./meeting
<input checked="" type="checkbox"/>	Internal Coordination Meetings: 2		
	Anticipated # of staff: 4		Anticipated duration: 2 hrs./meeting
List out additional meetings and details (e.g., # of meetings, anticipated staff, duration of meetings)			
1. Monthly Update Meetings			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<input checked="" type="checkbox"/>	<p>1.0 Project Management and Coordination</p> <ul style="list-style-type: none"> ▪ Coordination with NCDOT PM, including status calls and meetings. ▪ Coordination with other NCDOT disciplines/units. ▪ Coordination with external stakeholders and agencies. ▪ Internal coordination with project team, including status meetings. ▪ Document all meetings and calls. ▪ Maintain administrative record and internal project files. ▪ Maintain Connect/SharePoint files and ATLAS Workbench.
<input checked="" type="checkbox"/>	<p>2.0 Project Schedule</p> <ul style="list-style-type: none"> ▪ Develop MS Project Schedule. ▪ Maintain MS Project Schedule, including monthly updates.
<input checked="" type="checkbox"/>	<p>3.0 Monthly PM Status Reports and Invoicing (12 months)</p> <ul style="list-style-type: none"> ▪ Prepare and submit monthly invoices and progress reports.
<input checked="" type="checkbox"/>	<p>4.0 Complete QC Procedures</p> <ul style="list-style-type: none"> ▪ Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Project Quality Management Manual.
<input type="checkbox"/>	<p>Insert other tasks as needed: <i>to be included as part of manday estimate for this scope</i></p> <ol style="list-style-type: none"> 1. 2.

1UT2 | Investigate Existing Utilities | [TELICS]

Objective:

Inventory utility facilities in the project area. Identify utilities that are costly to relocate, have long design or construction times, or otherwise create risks for project construction or schedule if they are relocated. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Utility Impacts Rating: **High**
2. Utilities Unit Personnel
 - a. Utility Agent:
 - b. Area Utilities Agent:
 - c. Utilities Project Engineer:
 - d. Utilities Regional Engineer:
 - e. Known Utility Owners: **Duke Distribution, AT&T Distribution, Spectrum Distribution, Hotwire Communications, PNG Gas, City of Salisbury Water and Sewer, City of Salisbury Fiber and Signals**

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Initial Utility Owner Meetings: 1		
	Anticipated format: In-person meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input checked="" type="checkbox"/>	Site Inspection:		
	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting	
<input type="checkbox"/>	Utility Coordination Kickoff Meeting:		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Field Inspection:		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Initiate Utility Owner Contacts</p> <ul style="list-style-type: none"> ▪ Attend utility owner coordination meetings. ▪ Perform site visits, as necessary.
<p>2.0 Conduct Preliminary Utility Investigations</p> <ul style="list-style-type: none"> ▪ Provide inventory of utilities, preliminary cost estimates, and analyze risks to project as noted in 1UT2. ▪ Identify avoidance and relocation facilities, relocation durations, and identify where utility relocation construction may occur outside of study area.
<p>3.0 Submit Utility Risk Analysis and Inventory</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft Utility Risk Analysis and Inventory Report to Utilities Lead for review. ▪ Update report per Utilities Lead. ▪ Provide updated report to Project Manager for use of the project team to evaluate design alternatives/alignments.
<p>4.0 Determine Utility Relocations</p> <ul style="list-style-type: none"> ▪ Revise and condense the Utility Risk Analysis and Inventory Report into a Utility Project Outline for the selected alternative/alignment. ▪ Update outline per Utilities Lead review.
<p>5.0 Submit Utility Construction Requests</p> <ul style="list-style-type: none"> ▪ Identify utilities that may want construction of their facilities completed by the selected contractor and included as part of the project’s contract. ▪ Obtain a Utility Construction Request from each of these utilities describing the facilities likely to be in conflict or that may need early analysis.

<ul style="list-style-type: none"> ▪ Identify in the Utility Construction Request whether NCDOT is being requested to perform construction and if the NCDOT’s PEF will be doing the design. ▪ Submit a monthly report to SharePoint and notify the Utilities Lead and PM with a link .
<p>6.0 Conduct a review of plans and schedule with utility owner</p>
<p>7.0 Task Management (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent. (Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.
<p>8.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2EN1 | Assess Natural Environmental Impacts | [Mead & Hunt]

Objective:

Prepare Natural Resources Technical Report (NRTR), WEX and WET files, and Jurisdictional Determination (JD) following items and references listed presented on the NCDOT website below as of the date of this scope:

<https://connect.ncdot.gov/resources/Environmental/EAU/ECAP/Pages/default.aspx>

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. No Jurisdictional Determination Required – No water resources
- 2.
- 3.

MEETINGS AND TRIPS			
<input type="checkbox"/>	Meetings with NCDOT ECAP: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
	Merger Meetings: Insert # staff/meeting (For tasks associated with this scope only)		

<input type="checkbox"/>	<input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A <input type="checkbox"/> CP 4B <input type="checkbox"/> Merger Field Meeting		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Field Inspection Meeting:		
	Anticipated # of staff: 2	Anticipated duration: 8 hrs./meeting	
<input checked="" type="checkbox"/>	NRTR Field Trip(s): Insert # trip(s)		
	Anticipated # of staff: 2	Anticipated duration: 8 hrs./meeting	
<input type="checkbox"/>	T&E Field Trip(s): Insert # meetings		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	
<input type="checkbox"/>	Onsite Meetings with Agencies:		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Pre-Field Work
2.0 Landowner Letter Delivery <input type="checkbox"/> Provided by NCDOT <input checked="" type="checkbox"/> Generated by PEF
3.0 NRTR Field Work (All forms required as stated in Preparing Natural Resource Technical Reports.) Study Area: 10 acres to be surveyed Required Forms: <input checked="" type="checkbox"/> NCSAM forms <input checked="" type="checkbox"/> NCWAM forms Wetland Delineation Method: <input type="checkbox"/> PLS Method <input checked="" type="checkbox"/> Nail Method
4.0 Threatened and Endangered Species Surveys (except any listed as historic for county) <input checked="" type="checkbox"/> All Plants <input type="checkbox"/> All animals except Bats, Fish, Mussels, and RCW. <input checked="" type="checkbox"/> Bats: List species <input type="checkbox"/> Fish: List species <input type="checkbox"/> Mussels: List species <input type="checkbox"/> RCW
5.0 WEX file <input type="checkbox"/> Submit WEX file via ETRACS.
6.0 WET file <input type="checkbox"/> Submit WEX file via ETRACS.

9.0 NRTR

- Prepare and submit draft NRTR, including QC form.
- Revise and submit final NRTR.
 - ETRACS request to ECAP.

10.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

11.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope

- 1.
- 2.

2EN2 | Assess Human Environmental Impacts | [Mead & Hunt]

Objective:

Complete community studies, cultural resources tasks, traffic noise analysis, and air quality reports in accordance with the guidance and references listed in the PDN as of the date of this scope of work.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

Community Studies

1. Project Duration: **6 months**

Cultural Resources

1. Project Duration: **6 months**

Traffic Noise and Air Quality

- ~~1. Estimated number of receptors to be included in noise modeling: **Insert # of receptors**~~
- ~~2. Design Year: **Insert design year**~~
- ~~3. Number of Build Alternatives: **Insert # of alternatives**~~
- ~~4. Consultant Staff

 - a. Analyst: **Insert analyst name**
 - b. Reviewer: **Insert reviewer name**~~
- ~~5. Equipment

 - a. Firm owned noise meters will be paid for at the fixed rate of \$25/day.
 - b. Estimates that include noise meter rentals must include rental quotes on rental firm letterhead. Rental quotes can also be provided via email from the rental firm.~~

- c. ~~No charges will be allowed for firm-owned tripods.~~
- 6. ~~Federal Funding: Choose an item.~~
- 7. ~~County(ies): Insert county(ies)~~
- 8. ~~Attainment: Choose an item.~~

MEETINGS AND TRIPS			
Community Studies			
<input type="checkbox"/>	Merger Meetings: <input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Field Visit: 1		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	
<input checked="" type="checkbox"/>	Other Meetings: 1		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			
Cultural Resources			
<input type="checkbox"/>	Merger Meetings: <input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Section 106 Coordination Meetings: Insert # meetings		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			
Traffic Noise and Air Quality			
<input type="checkbox"/>	Project Area Reconnaissance: Insert # meetings — Insert # total miles		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	
<input type="checkbox"/>	Project Initiation Meeting: Insert # meetings — Insert # total miles		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Ambient Noise Level Data Collection: Insert # meetings — Insert # total miles		
	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting	

<input type="checkbox"/>	Other Meetings: Insert # staff/meeting (PI staff only)		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1-</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Community Studies</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1.1 Direct and Indirect Screening Tool (DIST) <ul style="list-style-type: none"> ○ 1.1.1 DIST Project Initiation & Set-up <ul style="list-style-type: none"> - Coordinate with NCDOT (Number of meetings: Insert #). - Determine Direct Community Impact Area (if formal DCIA needed) and submit via ETRACS for review and approval. ○ 1.1.2 DIST Data Gathering <ul style="list-style-type: none"> - Examine ATLAS data and satellite imagery. - Prepare and distribute local officials input forms. ○ 1.1.3 DIST Project Documentation <ul style="list-style-type: none"> - Prepare draft DIST. ○ 1.1.4 DIST Deliverables <ul style="list-style-type: none"> - Submit draft DIST via ETRACS. - Revise and resubmit DIST by email (clean and track changes versions) in response to comments. - Submit final DIST via ATLAS Workbench. - Submit final DIST by email (Word and PDF formats) to NCDOT Community Studies. <input checked="" type="checkbox"/> 1.2 Short Form Community Impacts Assessment (CIA) <ul style="list-style-type: none"> ○ 1.2.1 CIA Project Initiation & Set-up <ul style="list-style-type: none"> - Coordinate with NCDOT. - Determine Direct Community Impact Area and submit via ETRACS for review and approval. ○ 1.2.2 CIA Data Gathering <ul style="list-style-type: none"> - Pull and examine demographic data. - Examine ATLAS data and satellite imagery. - Field visit. - Prepare and distribute local officials input forms. ○ 1.2.3 Short Form CIA Project Documentation <ul style="list-style-type: none"> - Prepare draft Short Form CIA. ○ 1.2.4 Short Form CIA Deliverables <ul style="list-style-type: none"> - Submit draft Short Form CIA via ETRACS. - Revise and resubmit Short Form CIA by email in response to comments.

- Submit final Short Form CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- 1.3 Checkbox Community Characteristics Report (CCR) and Community Impacts Assessment (CIA)**
 - 1.3.1 CCR Project Initiation & Set-up
 - Coordinate with NCDOT.
 - Determine Direct Community Impact Area and submit via ETRACS for review and approval.
 - 1.3.2 CCR Data Gathering
 - Pull and examine demographic data.
 - Examine ATLAS data and satellite imagery.
 - Field visit.
 - Prepare and distribute local officials input forms.
 - 1.3.3 CCR Project Documentation
 - Prepare draft CCR.
 - 1.3.4 CCR Deliverables
 - Submit draft CCR via ETRACS.
 - Revise and resubmit CCR by email in response to comments.
 - Submit final CCR via ATLAS Workbench.
 - Submit final CCR by email (Word and PDF formats) to NCDOT Community Studies.
 - 1.3.5 CIA Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Refine Direct Community Impact Area if needed and submit via ETRACS for review and approval.
 - Field visit if needed**
 - 1.3.6 CIA Project Documentation
 - Prepare draft CIA.
 - 1.3.7 CIA Deliverables
 - Submit draft CIA via ETRACS.
 - Revise and resubmit CIA by email (clean and track changes versions) in response to comments.
 - Submit final CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- 1.4 Narrative Community Characteristics Report (CCR) and Community Impacts Assessment (CIA)**
 - 1.4.1 CCR Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Determine Direct Community Impact Area and submit via ETRACS for review and approval.
 - 1.4.2 CCR Data Gathering
 - Pull and examine demographic data.
 - Examine ATLAS data and satellite imagery.
 - Field visit.
 - Prepare and distribute local officials input forms.
 - 1.4.3 CCR Project Documentation
 - Prepare draft CCR.
 - 1.4.4 CCR Deliverables

- Submit draft CCR via ETRACS.
- Revise and resubmit CCR by email in response to comments.
- Submit final CCR by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- 1.4.5 CIA Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Refine Direct Community Impact Area if needed and submit via ETRACS for review and approval.
 - Field visit if needed**
- 1.4.6 CIA Project Documentation
 - Prepare draft CIA.
- 1.4.7 CIA Deliverables
 - Submit draft CIA via ETRACS.
 - Revise and resubmit CIA by email (clean and track changes versions) in response to comments.
 - Submit final CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- 1.5 Short Form Indirect and Cumulative Effects (ICE)**
 - 1.5.1 Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Delineate Future Land Use Study Area (FLUSA) and submit via ETRACS for review and approval.
 - 1.5.2 Conduct Base Screening
 - Gather data and provide documentation according to ICE Template and Guidance.
 - Examine ATLAS data and satellite imagery.
 - 1.5.3 Conduct Analytical Screening
 - Conduct analyses according to ICE Template and Guidance.
 - 1.5.4 Analyze and Evaluate Data
 - Analyze and evaluate data according to ICE Template and Guidance.
 - 1.5.5 ICE Report Deliverables
 - Submit draft ICE (Word format) via ETRACS.
 - Revise and resubmit ICE by email (clean and track changes versions) in response to comments.
 - Submit final ICE by email (Word and PDF formats), along with supporting GIS files (i.e. FLUSA, land suitability analysis, etc.) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- 1.6 Checkbox Indirect and Cumulative Effects (ICE)**
 - 1.6.1 Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Delineate Future Land Use Study Area (FLUSA) and submit via ETRACS for review and approval.
 - Prepare and distribute local officials input forms.
 - Field visit.
 - 1.6.2 Conduct Base Screening
 - Gather data and provide documentation according to ICE Template and Guidance.
 - Examine ATLAS data and satellite imagery.

- 1.6.3 Conduct Analytical Screening
 - Conduct analyses according to ICE Template and Guidance.
- 1.6.4 Analyze and Evaluate Data
 - Analyze and evaluate data according to ICE Template and Guidance.
- 1.6.5 ICE Report Deliverables
 - Submit draft ICE (Word format) via ETRACS.
 - Revise and resubmit ICE by email (clean and track changes versions) in response to comments.
 - Submit final CIA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- **1.7 Narrative Indirect and Cumulative Effects (ICE)**
 - 1.7.1 Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Determine additional data categories, growth trends and considerations, tables, maps, graphics, and format options to describe and assess project area complexity.
 - Delineate Future Land Use Study Area (FLUSA) and submit via ETRACS for review and approval.
 - Prepare and distribute local officials input forms.
 - Field visit.
 - 1.7.2 Conduct Base Screening
 - Gather data and provide documentation according to ICE Template and Guidance.
 - Examine ATLAS data and satellite imagery.
 - 1.7.3 Conduct Analytical Screening
 - Conduct analyses according to ICE Template and Guidance.
 - 1.7.4 Analyze and Evaluate Data
 - Analyze and evaluate data according to ICE Template and Guidance.
 - 1.7.5 ICE Report Deliverables
 - Submit draft ICE (Word format) via ETRACS.
 - Revise and resubmit ICE by email (clean and track changes versions) in response to comments.
 - Submit final ICE by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.
- **1.8 Short Form Land Use Scenario Assessment (LUSA)**
 - 1.8.1 Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - 1.8.2 Verify and Update Information from ICE Screening Report
 - 1.8.3 Create Land Use Development Scenarios
 - Define Probable Development Areas (PDAs).
 - Submit PDA maps via ETRACS for review and approval.
 - Describe and map existing conditions for each PDA.
 - Develop No-Build scenario(s).
 - Develop Build scenario(s).
 - 1.8.4 Land Use Scenario Assessment
 - Evaluate differences between the Build and No-Build scenarios.
 - 1.8.5 Indirect and Cumulative Effects Summary
 - Summarize indirect and cumulative effects.
 - 1.8.6 Land Use Scenario Assessment Report Deliverables

- Submit draft LUSA (Word format) via ETRACS.
- Revise and resubmit LUSA by email (clean and track changes versions) in response to comments.
- Submit final LUSA by email (Word and PDF formats) to NCDOT Community Studies for distribution, ATLAS upload, and posting to ATLAS Workbench.

1.9 Land Use Scenario Assessment (LUSA)

- 1.9.1 Project Initiation & Set-up
 - Coordinate with NCDOT (Number of meetings: **Insert #**).
 - Prepare and distribute local officials input forms.
 - Field visit.
- 1.9.2 Verify and Update Information from ICE Screening Report
- 1.9.3 Land Use Development Scenarios
 - Define Probable Development Areas (PDAs).
 - Submit PDA maps via ETRACS for review and approval.
 - Describe and map existing conditions for each PDA.
 - Develop No-Build scenario(s).
 - Develop Build scenario(s).
- 1.9.4 Land Use Scenario Assessment
 - Evaluate differences between the Build and No-Build scenarios.
- 1.9.5 Indirect and Cumulative Effects Summary
 - Summarize indirect and cumulative effects.
- 1.9.6 Land Use Scenario Assessment Report Deliverables
 - Submit draft LUSA (Word format) via ETRACS.
 - Revise and resubmit LUSA by email (clean and track changes versions) in response to comments.
 - Submit final LUSA via ATLAS Workbench.
 - Submit final LUSA by email (Word and PDF formats) to NCDOT Community Studies.

2.0 Cultural Resources

2.1 ETRACS Request for Cultural Resources Screening

- Coordinate with NCDOT (Number of meetings: **1**).
- Prepare study area mapping.
- Complete and submit ETRACS request for Cultural Resources Screening.

5.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

5.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

1.

2.

2EP1 | Prepare Environmental Documentation | [Mead & Hunt]

Objective:

Prepare, assist, coordinate and/or review all relevant environmental disciplines as projects navigate the NEPA/SEPA documentation and the 404 NEPA Merger processes (as applicable for the project), including the quality control and quality assurance reviews of all relevant environmental documentation.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

Section 404/NEPA Merger Process

1. Non-Merger Project
- 2.
- 3.

Environmental Documentation

1. Type III CE
- 2.
- 3.

MEETINGS AND TRIPS			
<input type="checkbox"/>	Merger Meetings: Insert # (Planning staff only: Pick one for combined meetings; includes Pre-meeting if noted in Task 2.2)		
	<input type="checkbox"/> Merger Screening <input type="checkbox"/> CP 1 <input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A <input type="checkbox"/> CP 4B <input type="checkbox"/> CP 4C <input type="checkbox"/> Merger Field Meeting		
	Anticipated format: Choose an item.	Anticipated # of staff:	Anticipated duration: hrs./meeting
<input checked="" type="checkbox"/>	Meetings with NCDOT PMU or Division or EPU: (Total staff for all disciplines)		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2hrs./meeting
<input checked="" type="checkbox"/>	Other Meetings:		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Environmental Documentation			
<input checked="" type="checkbox"/>	Meetings with NCDOT PMU/Division/EPU: 1 meetings (For meetings associated with environmental document only)		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input checked="" type="checkbox"/>	FHWA Coordination Meetings: 1		
	Anticipated format: Teleconference	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input type="checkbox"/>	Field Inspection Meeting: Insert #		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
3.0 Environmental Documentation	
<input type="checkbox"/>	<p>3.1 Section 4(f) Coordination and Documentation</p> <ul style="list-style-type: none"> ▪ Prepare for and attend coordination meeting with FHWA. ▪ Prepare and circulate draft and final meeting summary. ▪ Prepare and submit draft de minimis documentation. ▪ Revise and resubmit de minimis documentation. ▪ Coordinate with property owner/agency to obtain de minimis agreement. ▪ Upload all final Section 4(f) documentation to ATLAS Workbench. ▪ Anticipated number of revisions: Insert #
<input type="checkbox"/>	<p>3.2 Supporting Documentation (if applicable)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Purpose and Need document <input type="checkbox"/> Alternatives Analysis document <input type="checkbox"/> Insert technical study <input type="checkbox"/> Insert technical study <input type="checkbox"/> Insert technical study <ul style="list-style-type: none"> ▪ Prepare draft [Insert technical study], including mapping and appendices. ▪ Submit draft [Insert technical study] for NCDOT PMU/Division review. ▪ Revise and submit draft [Insert technical study] to disciplines/units for review. ▪ Revise and submit [Insert technical study] for FHWA review (if applicable). ▪ Anticipated number of revisions: Insert #
<input checked="" type="checkbox"/>	<p>3.3 Draft Environmental Document</p> <ul style="list-style-type: none"> ▪ Prepare draft environmental document, including mapping and appendices. ▪ Submit draft environmental document for NCDOT PMU/Division review.

<ul style="list-style-type: none"> ▪ Revise and submit draft environmental document to disciplines/units for review. ▪ Revise and submit draft environmental document for FHWA review (if applicable). ▪ Anticipated number of revisions: 1 <p><input checked="" type="checkbox"/> 3.4 Final Environmental Document</p> <ul style="list-style-type: none"> ▪ Prepare and submit final environmental document for signatures. ▪ Distribute signed environmental document per EPU guidance. ▪ Upload final document and supporting memos, determinations, correspondence, and technical studies to ATLAS Workbench.
<p>4.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>5.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2HY1 | Develop Preliminary Hydraulic Recommendations | [Summit Design and Engineering Services, PLLC]

Objective:

Develop Hydraulic Planning Report (HPR) in accordance with the guidance and references listed in the PDN as of the date of this scope of services. Develop a preliminary Stormwater Management Plan (pSMP) in compliance with the Department’s NPDES permit and Post-Construction Stormwater Program. (A pSMP is not required if the project does not result in a net increase in built upon area.)

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Number of major drainage structures/crossings: **0**

<p>MEETINGS AND TRIPS</p> <p>Field Reconnaissance and Survey: 2 staff 1 days</p> <p>Merger Meetings: 0 staff/meeting (Hydraulics staff only)</p> <p><input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> Agency Field Meeting</p>

List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)

- 1.

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>2.0 Preliminary Stormwater Management Plan</p> <ul style="list-style-type: none"> ▪ Prepare and submit Preliminary Stormwater Management Plan(pSMP) following the Post-Construction Stormwater Program (PCSP) workflows and using NCDOT’s standard SMP template. ▪ Revise and resubmit Preliminary Stormwater Management Plan, if needed.
<p>4.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>5.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2HY2 | Complete Drainage for Field Inspection | [Summit Design and Engineering Services, PLLC]

Objective:

Review and provide comments on the Design Recommendation Plan Set and complete drainage design to be shown on the Field Inspection Plan Set in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Software Required:
 - Geopak Drainage
 - ORD Drainage and Utilities
 - Other: Insert other software
2. Number of Major Drainage Structures/Crossings: 0

3. Stream Crossing Table:

Stream Crossing (Station, Stream ID or location description)	BSR/CSR/DSR needed	Model (yes/no)	FEMA (MOA/CLOMR/NA)	Notes
NA				

MEETINGS AND TRIPS	
<input type="checkbox"/>	Hydraulics Pre-Design Meeting: Insert # staff
<input checked="" type="checkbox"/>	Field Reconnaissance and Survey: 2 staff
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (Hydraulics staff only) <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A <input type="checkbox"/> CP 4B
<input checked="" type="checkbox"/>	Field Inspection: 2 staff
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.Monthly update meetings, 1 Staff, 1 Hr Ea – 6 meetings</p>	

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
<p>1.0 Review and Provide Comments on Design Recommendations Plan Set(s)</p> <ul style="list-style-type: none"> ▪ Coordinate with others to address comments. ▪ Complete a Final Hydroplaning Assessment, as required. <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3.0 Field Reconnaissance and Survey</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 3.1 Roadway Drainage <ul style="list-style-type: none"> ▪ Supplement the Location and Surveys Unit and Photogrammetry Unit data. ▪ Conduct field surveys (NCDOT Guidelines for Drainage Studies and Hydraulic Design, Chapter 5). ▪ Compile field notes, photos, and documentation of surveys and data collected for submittal. <input type="checkbox"/> 3.2 Bridges and Major Culverts <ul style="list-style-type: none"> ▪ Supplement the Location and Surveys Unit and Photogrammetry Unit data. ▪ Conduct field surveys (NCDOT Guidelines for Drainage Studies and Hydraulic Design, Chapter 5). ▪ Compile field notes, photos, and documentation of surveys and data gathered. 	

<p>6.0 Redline Drainage Plans for Field Inspection</p> <ul style="list-style-type: none"> ▪ Prepare and submit Redline Drainage Plans and supporting documentation. ▪ Revise and resubmit Redline Drainage Plans in response to comments as necessary to address NCDOT comments. ▪ Submit final approved Redline Drainage Plans to incorporate into Field Inspection Plan Set.
<p>7.0 Field Inspection</p> <ul style="list-style-type: none"> ▪ Review Field Inspection Plan Set. ▪ Attend Field Inspection.
<p>9.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>10.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2IM1 | Verify Complete Streets | [Mead & Hunt]

Objective:

Review the roadway design plans (e.g., the Design Recommendation Plan Set) to assess if the pedestrian, bicycle, and public transportation elements are appropriate for the project’s design, generally aligns with the facilities from the Complete Streets Project Sheet, follows the facility selection guidance in the Complete Streets Project Evaluation Methodology, and adheres to the authoritative design standards of the NCDOT Roadway Design Manual.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Prepare Complete Streets Project Sheet/CSRA and Submit for recommendations review
- 2.
- 3.

MEETINGS AND TRIPS	
	Meetings with NCDOT IMD: Insert # meetings

<input type="checkbox"/>	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete Documentation Confirming Review of Roadway Plans for Compliance with Complete Streets Policy</p> <ul style="list-style-type: none"> ▪ Review Complete Streets Review Assessment (CSRA) for updates that may change pedestrian, bicycle, or public transportation facility design based upon new roadway design information.
<p>2.0 Request Integrated Mobility Division Design Concurrence Review</p> <ul style="list-style-type: none"> ▪ Upload revised and completed CSRA to the project SharePoint and submit a Stage 2 request to the designated IMD staff via the Smartsheet Portal. ▪ Include the Complete Streets Review Assessment and items listed for the Alignment Defined (PDN Stage 2) selection on the Integrated Mobility Division (IMD) Project Scoping and Design Concurrence Portal.
<p>3.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <p>1.</p> <p>2.</p>

2PI1 | Continue Public Engagement | [Mead & Hunt]

Objective:

Assist with project-specific public engagement activities in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Public Meeting/Hearing(s): Insert # meetings		
	Anticipated format: In-person meeting	Anticipated # of staff: 2	Anticipated duration: 9hrs./meeting
<input checked="" type="checkbox"/>	Local Officials' Informational Meeting(s): 2 meetings		
	<input checked="" type="checkbox"/> Same day as public meeting(s)		
<input checked="" type="checkbox"/>	Public Meeting/Hearing Map Review Meeting: 2 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 3hrs./meeting
<input checked="" type="checkbox"/>	Post-Public Meeting/Hearing Meeting: 2 staff/meeting (PI staff only)		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2hrs./meeting
<input type="checkbox"/>	Other Meetings: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) <ol style="list-style-type: none"> 1. 			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>2.0 Project Mailing List</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submit ETRACS request and study area Shapefile for project mailing list. <input type="checkbox"/> Create project mailing list.
<p>4.0 Newsletter/Postcard</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> EDDM <ul style="list-style-type: none"> ▪ Prepare and submit draft Newsletter/Postcard (using NCDOT templates). ▪ Revise and resubmit Newsletter/Postcard for approval. ▪ Reproduce and distribute approved Newsletter/Postcard (Insert # copies).
<p>7.0 Public Comments</p> <ul style="list-style-type: none"> ▪ Collect public comments from all sources (project email, phone line, website, public meeting comment forms, etc.).

<ul style="list-style-type: none"> ▪ Compile comments in a database and prepare draft responses as needed (exported from PublicInput.com site). ▪ Submit draft database and responses. ▪ Revise and resubmit database and responses. ▪ Prepare for and attend post-public meeting/hearing meeting.
<p>8.0 Public Engagement Summary (See assumptions for # of meetings anticipated.)</p> <ul style="list-style-type: none"> ▪ Prepare and submit draft public engagement summary, including comment summary and responses using NCDOT template. ▪ Revise and resubmit public engagement summary.
<p>10.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>11.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2RD1 | Complete the Design Recommendation Plan Set | [Summit Design and Engineering Services, PLLC]

Objective:

Complete project’s Design Recommendation Plan Set and associated roadway tasks to establish the essential roadway design elements in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.
- 3.

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Meetings with NCDOT Division/City Staff: Status Calls: 6 meetings 2 staff/meeting Other Meetings: 2 meetings 2 staff/meeting

	List other required meetings
<input type="checkbox"/>	Design Public Meeting/Hearing Map Review Meeting: Insert # staff
<input checked="" type="checkbox"/>	Public Meeting/Hearing: 2 staff
<input type="checkbox"/>	Post-Public Meeting/Hearing Resolution Meeting: Insert # staff
<input type="checkbox"/>	Value Engineering Study Meeting: Insert # staff
<input checked="" type="checkbox"/>	Design Recommendations Plans Review Meeting: 2 staff
<input checked="" type="checkbox"/>	Field Visit: 2 staff
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (Roadway staff only) <input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A
<input checked="" type="checkbox"/>	Field Inspection Meeting: 2 staff
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)	
1.	

Tasks/Deliverables:

TASK/DELIVERABLE LIST	
1.0 Design Criteria and Associated Typical Sections	
<ul style="list-style-type: none"> ▪ Prepare and submit draft design assumptions and typical sections. ▪ Revise and resubmit design assumptions and typical sections in response to comments. ▪ Submit final design assumptions and typical sections. 	
2.0 Complete Design Recommendation Plan Set	
<input checked="" type="checkbox"/>	2.1 Horizontal and Vertical Alignment <ul style="list-style-type: none"> ▪ Develop horizontal and vertical alignments based on approved design criteria and final surveys. ▪ Layout roadway and structural design elements. ▪ Layout superelevation transitions. ▪ Calculate and document vertical clearance. ▪ Complete Service Road Study (if not completed in 1RD1). ▪ Develop gore calculations. ▪ Perform sight distance calculations. ▪ Coordinate with technical disciplines/units.
<input checked="" type="checkbox"/>	2.2 3D Model Development <ul style="list-style-type: none"> ▪ Generate 3D model of proposed design. ▪ Layout cross sections and limits of construction (slope stakes).
<input checked="" type="checkbox"/>	2.3 Right of Way and Easement Layout <ul style="list-style-type: none"> ▪ Layout initially proposed right of way and easements (line work only).
<input checked="" type="checkbox"/>	2.4 Maintenance of Traffic Narrative <ul style="list-style-type: none"> ▪ Prepare and submit maintenance of traffic narrative.

<ul style="list-style-type: none"> ▪ Coordinate with Work Zone Traffic Engineer to discuss potential traffic management challenges and solutions. <input type="checkbox"/> 2.5 Potential Retaining Wall Location Evaluation <ul style="list-style-type: none"> ▪ Evaluate roadway design for potential locations where retaining walls are cost-effective in reducing impacts. ▪ Coordinate with other disciplines/units. ▪ Incorporate retaining walls into typical sections, plan sheets, and cross section sheets. ▪ Develop retaining wall envelopes for each retaining wall location. <input checked="" type="checkbox"/> 2.6 Design Public Meeting/Hearing Maps <ul style="list-style-type: none"> ▪ Attend design public meeting/hearing map review meeting. ▪ Prepare and distribute summary of design public meeting/hearing map review meeting. ▪ Revise and resubmit design public meeting/hearing maps based on comments. ▪ Provide final design public meeting/hearing maps for posting. ▪ Attend post-public meeting/hearing resolution meeting. <input checked="" type="checkbox"/> 2.7 Design Recommendation Plan Set Preparation <ul style="list-style-type: none"> ▪ Layout title sheet, plan and profile sheets, and cross section sheets. ▪ Incorporate final pavement design into typical sections (see 2PD1). ▪ Develop earthwork summary. ▪ QC review of draft design recommendation plan set. <input checked="" type="checkbox"/> 2.8 Design Recommendation Plan Set Review and Finalization <ul style="list-style-type: none"> ▪ Submit draft Design Recommendation Plan Set. ▪ Attend Design Recommendation Plan Set Review Meeting. ▪ Prepare and distribute summary of Design Recommendation Plan Set Review Meeting. ▪ Revise and resubmit Design Recommendation Plan Set and responses to comments.
<p>4.0 Verify Complete Streets (see 2IM1)</p> <ul style="list-style-type: none"> ▪ Prepare and submit design review request for NCDOT IMD review of roadway design plans. ▪ Revise and resubmit roadway design plans and responses to comments.
<p>8.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>9.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2RD2 | Prepare for Field Inspection | [Summit Design and Engineering Services, PLLC]

Objective:

Develop a coordinated set of Field Inspection Plans that will be used for the Field Inspection Review meeting and constructability review in accordance to the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Meetings with NCDOT Roadway: Status Calls: 6 meetings 2 staff/meeting Other Meetings: 6 meetings 2 staff/meeting List other required meetings
<input type="checkbox"/>	Field Inspection Meeting (if not included in 2RD1): Insert # staff
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)	
1.	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Field Inspection Plan Set <ul style="list-style-type: none"> ▪ Prepare and submit draft Field Inspection Plan Set, including QC of draft plans. ▪ Attend Field Inspection Review Meeting. ▪ Revise and resubmit Field Inspection Plan Set and responses to comments.
3.0 Construction Estimate Quantities <ul style="list-style-type: none"> ▪ Develop quantities for pay items for proposed designs. ▪ QC calculation of quantities. ▪ Submit calculation of quantity package and estimate form. ▪ Revise and resubmit quantities for cost estimating.
4.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

5.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

2RE1 | Initiate Erosion and Sediment Control Plans | [Summit Design and Engineering Services, PLLC]

Objective:

Complete the Preliminary Erosion and Sediment Control Plans in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS			
<input type="checkbox"/>	Site Visit:		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Pre-Design Meeting:		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Final Design/Combined Field Inspection:		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2hrs./meeting
<input type="checkbox"/>	Other Meetings: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting

List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)

1.

Tasks/Deliverables:

TASK/DELIVERABLE LIST

1.0 Document Review and Surface Water Delineation for Design Requirements

- 1.1 Review project's environmental documents for commitments related to E&SC design, mitigation, landscaping, and vegetation re-establishment.**
- 1.2 Water Quality Worksheet (Form ESC-1)**
 - Prepare and submit draft Form ESC-1.
 - Revise and submit final Form ESC-1.
- 1.3 Environmental Document Review (Form ESC-2)**
 - Prepare and submit draft Form ESC-1.
 - Revise and submit final Form ESC-1.
- 1.4 Conduct Site Visit**
 - Compare design file topography with existing field topography for discrepancies.
 - Evaluate and note potential construction and maintenance issues.
 - Document and photograph current condition of jurisdictional streams and wetlands or other drainage features.
 - Prepare and distribute notes and photos.

3.0 Field Inspection Plans for Clearing & Grubbing and Final Construction Phases

- Prepare and submit clearing and grubbing and final construction phase E&SC plans for comment.
- Revise and resubmit E&SC plans.

5.0 Review Field Inspection E&SC Plan Set and Attend Field Inspection

- Distribute the approved E&SC Field Inspection Plans.
- Review the E&SC Field Inspection Plans.

6.0 ROW/Easement Request File

- Determine temporary construction easement necessary for construction, maintenance, and removal of E&SC measures.
- Prepare and submit easement request CADD file.
- Coordinates with Roadway, Hydraulics, Right-of-Way, Utilities, and other disciplines/Units to identify and resolve conflicts or issues raised in the Field Inspection Review Meeting with the planned E&SC measures.

7.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

8.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

2SD1 / 3SD1 | Develop Signing and Delineation Design | [Summit Design and Engineering Services, PLLC]

Objective:

Complete the signing and delineation plans in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Signing
 - a. Estimated number of Signing Plan Sheets (roadway): **2 sheets**
 - b. Estimated number of Total Signing Plan Sheets: **5 sheets**
 - c. Overhead Sign Structures: **0 overhead sign structures**
 - d. Overhead Signs (do not include Exit panels): **0 overhead signs**
 - e. Ground Mounted Type "A" and Type "B" Signs: **0 "A" and "B" signs**
 - f. Type "D" Signs: **12 Type "D"**
 - g. Y-Lines requiring more than four Type "E" and "F" signs at intersections: **1 Y-lines**

2. Pavement Marking
 - a. Estimated number of Pavement Marking Plan Sheets (roadway): **2 sheets**
 - b. Estimated number of Total Pavement Marking Plan Sheets: **5 sheets**
 - c. Interchanges: **0 interchanges**
 - d. Signalized intersections: **1 signalized intersections**
 - e. Y-Lines requiring more than stop bar and tie-in marking, but without sidewalks: **0 Y-lines**
 - f. Y-Lines or intersections with sidewalks and wheelchair ramps: **1 Y-lines**
 - g. Roundabouts (mini, one lane, multi lanes): **1 roundabouts**

MEETINGS AND TRIPS	
<input type="checkbox"/>	Field Visit: Insert # staff
<input checked="" type="checkbox"/>	Field Inspection: 2 staff
<input type="checkbox"/>	Other Meetings: Insert # meetings Insert # staff/meeting List other required meetings

List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)

1.

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Draft Preliminary Signing and Delineation Layout</p> <ul style="list-style-type: none"> ▪ Develop draft signing and delineation strip map. ▪ Coordinate for approval of routing and sign messaging. ▪ Acquire pavement marking recommendation letter. ▪ Submit draft signing and delineation plans for review. ▪ Revise and resubmit signing and delineation plan in response to comments.
<p>3.0 Plan Submittals</p> <ul style="list-style-type: none"> ▪ Determine signing construction limits. ▪ Prepare and submit lane continuity and merging recommendations. ▪ Distribute plans to Division office and Regional Traffic Engineer for review.
<p>4.0 Unsealed Signing and Delineation Plans</p> <ul style="list-style-type: none"> ▪ Address remaining comments from activities 2SD1/3SD1. ▪ Address conflicts or provide plan for addressing conflicts. ▪ Prepare and submit updated signing and delineation plans. ▪ Prepare and submit updated signing and delineation strip map.
<p>5.0 Final Signing and Delineation Plans</p> <ul style="list-style-type: none"> ▪ Complete and submit signing and pavement marking plans. ▪ Complete and submit sign designs and support chart. ▪ Prepare and submit signing and pavement marking estimates and special provisions. ▪ Include approved sign and support designs. ▪ Complete and submit guard rail/barrier locations. ▪ Submit final sealed signing and delineation plans.
<p>6.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>7.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <p>1.</p> <p>2.</p>

2TM2 | Initiate Transportation Management Plan | [Summit Design and Engineering Services, PLLC]

Objective:

Using Design Recommendation Plan Set, develop overall transportation management strategy, identify impacts to right of way, and identify items that required coordination with other disciplines for inclusion in the final Traffic Management Plan (TMP). Develop Temporary Traffic Control (TTC) Concept Plan in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Overall Complexity: **Standard - Some required details**
2. Level of Significance: **3 - Minimal Impacts**
3. Anticipated Project Layout: **Phase/Step Method**
 - a. Estimated number of "Design" Sheets: **6 of anticipated sheets**
 - b. Estimated number of phases: **3 phases**
 - c. Estimated details per phase: **2 of details per phase**
 - d. Total overview sheets: **12 of sheets**
 - e. Title sheet/notes/phasing: **3 of sheets**
 - f. Special details: **3 of detail sheets**

MEETINGS AND TRIPS	
<input type="checkbox"/>	Brainstorming Meeting with WZTC: Insert # staff
<input type="checkbox"/>	Field Visit: Insert # staff
<input type="checkbox"/>	TTC Concept Review Meeting: Insert # staff
<input checked="" type="checkbox"/>	Final Design Field Inspection/Combined Field Inspection: 2 staff
<input type="checkbox"/>	Constructability w/ Division: Insert # staff
<input type="checkbox"/>	Temporary Shoring Meeting: Insert # staff
<input type="checkbox"/>	Other Meetings: Insert # of meetings Insert # staff/meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete Concept Temporary Traffic Control (TTC) Plans</p> <ul style="list-style-type: none"> ▪ Review roadway plan set, Preliminary General Drawings, and current hydraulic design.

<ul style="list-style-type: none"> ▪ Coordinate with Utilities team members and Signing and Delineation Designer. ▪ Attend field review/site investigation. ▪ Prepare and submit draft TTC plans in accordance with guidance in 2TM2.
<p>2.0 Lead TTC Concept Review Meeting</p> <ul style="list-style-type: none"> ▪ Set up and lead meeting in accordance with guidance in 2TM2. ▪ Prepare and distribute agenda, meeting minutes, and action items to complete final TTC plans.
<p>3.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

2UT1 | Initiate Utility Coordination | [TELICS]

Objective:

Coordinate with utility owners to identify conflicts between their facilities and the project and develop resolution for those conflicts and coordinate preliminary utility designs. Work will conform to the guidance and references listed in the PDN as of the date of this scope of services.

If a utility is providing complete Utilities Construction Plans for inclusion in the contract, the Utilities Coordinator is responsible for the coordination and delivery to NCDOT of the deliverables assigned to the Utilities Design Engineer that are instead being produced by the utility. The Utilities Coordinator is not responsible for the production of those deliverables.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Utility Impacts Rating: **High**
2. Utilities Unit Personnel
 - a. Utility Lead:
 - b. Regional Utility Coordinator:
 - c. Utilities Design Engineer:
 - d. Utilities Regional **Duke Distribution, AT&T Distribution, Spectrum Distribution, Hotwire Communications, PNG Gas, City of Salisbury Water and Sewer, City of Salisbury Fiber and Signals**

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Scoping Meeting with Utilities Unit:		
	Anticipated format: In-person meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input type="checkbox"/>	Site Inspection:		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Utility Coordination Kickoff Meeting:		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 2	Anticipated duration: 2 hrs./meeting
<input type="checkbox"/>	Field Inspection:		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <ol style="list-style-type: none"> Utility One on One Meetings – 2 Meetings, 2 staff, 2 hours Weekly Meetings – As needed or requested, 2 staff, 2 hours Monthly Meetings – as needed or requested, 2 staff, 2 hours 			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>2.0 Identify Major Utility Conflicts and Relocation Impacts</p> <ul style="list-style-type: none"> Review plans to identify likely locations of conflicts. Document conflicts on the Utilities Coordination Working Plans. Consult with Utilities Lead and Utility Design Lead to discuss potential conflicts and general guidance to be given to the utilities. Coordinate possible conflict resolution with project designers in other NCDOT Units. Submit Utility Relocation (Cost) and Construction Estimate (see 2UT2/3UT2 for related information on verified estimate procedures).
<p>3.0 Conduct Utility Coordination Kickoff Meeting</p> <ul style="list-style-type: none"> Schedule and conduct Utility Coordination Kickoff Meeting. Prepare and submit Kickoff Meeting Minutes and conflict letters. Request plans, easement needs, and cost estimates from utility owners. Identify action items for other NCDOT disciplines and utility companies.
<p>4.0 Initiate Cost Responsibility Analysis</p> <ul style="list-style-type: none"> Review documents provided by utility owners, NCDOT Right-of-Way Unit, and prepare opinion on claims of compensable interest. Prepare and submit Preliminary Cost Responsibility Analysis Report.
<p>5.0 Receive Preliminary Utility Relocation Plans from Utility Owners</p> <ul style="list-style-type: none"> Receive utility relocation plans from utilities and from Utilities Design Engineer. Review plans to ensure compliance with Utilities Accommodation Manual. Coordinate relocation design with other NCDOT units.

<ul style="list-style-type: none"> ▪ Incorporate relocation plans into Utilities Coordination Working Plans. ▪ Ensure up-to-date Utilities Coordination Working Plans are always available on SharePoint.
<p>6.0 Submit Routing Plan</p> <ul style="list-style-type: none"> ▪ Address changes and comments from CFI-FDFI meeting and incorporate into Utility Coordination Working plans, utility easement requests, and utility parcel requests. ▪ Revise Routing Plan based on comments from Utilities Lead, full hydraulic design, noise walls and signals. ▪ Submit Utility Coordination Working Plans and description of important design decisions.
<p>9.0 Request SUE Level A</p> <ul style="list-style-type: none"> ▪ Request and compile SUE Level A requests from the designers of each of the utilities. ▪ Submit final SUE Level A request.
<p>10.0 Coordinate Geotechnical Investigation (Trenchless) Request</p> <ul style="list-style-type: none"> ▪ For utilities to be constructed with project, coordinate with Utilities Designer to prepare and submit locations for geotechnical investigation. ▪ For utilities designed by utility owner to be constructed with project, coordinate submittal of request for geotechnical investigations for trenchless utilities.
<p>11.0 Receive Utility Easement Request and Utility Parcel List</p> <ul style="list-style-type: none"> ▪ Prepare Utility Easement Request and Utility Parcel List. ▪ Confirm information is incorporated into Field Inspection Plan Set (see 2RD2).
<p>12.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent.
<p>13.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

3EN3 | Apply for Permits | [Mead & Hunt]

Objective:

Apply for required permits in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. NCDOT has already submitted the required 30-day notification to NCDWR prior to Permit Application submittal.

- 2. Permits Required
 - a. USACE Section 404
 - i. Nationwide: **list NWP #s**
 - ii. Regional General: **list RGP #s**
 - iii. Individual
 - b. NCDWR Section 401
 - c. NCDWR Buffer Authorization **Choose an item.**
 - d. NCDCM Coastal Area Management Act (CAMA)
 - i. Concurrently apply with Section 404 and 401
 - e. Send one hard copy of Permit Application to DCM Representative for any CAMA permit applied for:
 - i. CAMA Consistency
 - ii. CAMA Major
 - iii. CAMA General
 - iv. USACE/USCG Section 10 Permit
 - v. USCG Permit
 - vi. Follow guidance from website: <https://www.dco.uscg.mil/Our-Organization/Assistant-Commandant-for-Prevention-Policy-CG-5P/Marine-Transportation-Systems-CG-5PW/Office-of-Bridge-Programs/Bridge-Permit-Application-Process/>
 - vii. Use the links for Coast Guard Bridge Permitting and Bridge Permit Application Guide (BPAG)
 - f. Federal Energy Regulatory Commission (FERC) Permit

MEETINGS AND TRIPS			
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (For tasks associated with this scope only) <input type="checkbox"/> CP 2 <input type="checkbox"/> CP 2A <input type="checkbox"/> CP 3 <input type="checkbox"/> CP 4A <input type="checkbox"/> CP 4B <input type="checkbox"/> Merger Field Meeting		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Meetings with NCDOT ECAP: Insert # meetings		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Meet with Permitting Agencies:		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
<input type="checkbox"/>	Place CAMA Public Notice sign at project site: Insert # # staff		
<input type="checkbox"/>	CAMA Pre-Application Meeting Onsite: Insert # meetings		
	Anticipated # of staff: Insert #		Anticipated duration: Insert # hrs./meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)			
1.			

Tasks/Deliverables:

TASK/DELIVERABLE LIST

1.0 Review Project Documents

- Documents to review include but not limited to the Environmental Document, NRTR, JD Package, Permit Drawings and Roadway Plans.
 - Documents Provided by NCDOT (List documents here provided by NCDOT.)
 - Firm has Documents (List documents firm has or will prepare.)

2.0 Prepare Section 404/401 Permit Application

- 2.1 Prepare and submit draft permit application to NCDOT. Items include the following, but not limited to:**
 - Cover Letter (IP Application Only)
 - Purpose and Need
 - Project Description
 - Project Schedule
 - NEPA Document Status
 - Section 404/NEPA Merger Summary (if applicable)
 - Resource Status
 - Impacts to Jurisdictional Resources
 - Protected Species and Concurrence
 - Cultural Resources
 - FEMA Compliance
 - Indirect and Cumulative Effects
 - Avoidance and Minimization
 - Compensatory Mitigation
 - Regulatory Approvals
 - If CAMA Major and an IP, include DCM representative as an addressee on cover letter.
 - ENG Form 4345 (IP Application Only)
 - Electronic PCN
 - Compensatory Mitigation Letter (from NCDMS or NCDOT Debit Ledger if applicable)
 - Notification of Jurisdictional Determination Form from USACE (if applicable)
 - Stormwater Management Plan
 - Wetland and Stream Permit Drawings
 - Utility Impact Drawings
 - Buffer Drawings
 - Section 404 Mailing List (IP Application Only)
 - Concurrence letters, if applicable
- 2.2 Revise and submit permit application to agencies**
- 2.3 Respond to agency and public comments, as needed**

3.0 CAMA Major Permit Application

- 3.1 Prepare for and attend CAMA Pre-Application Meeting**
- 3.2 Prepare and submit Draft and Final CAMA permit application, including the following:**
 - Half Size Roadway Plans (Only if applying for CAMA Permit for non-bridge project)
 - Appropriate MP Forms: [List required MP forms here](#)
 - Adjacent Riparian Landowner List
 - CAMA Adjacent Landowner Notification Letter
 - Signed Certified Mail Return Receipts for adjacent riparian landowners
 - Roadway Profile Sheets
- 3.3 Place CAMA Public Notice sign at project site**

4.0 Other Permit Applications (As noted in Assumptions)

- Prepare and submit draft permit application for NCDOT review.
- Revise and submit final permit application to agency.
- Respond to agency comments.

7.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

8.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

3HY1 | Complete Hydraulic Design | [Summit Design and Engineering Services, PLLC]

Objective:

Complete the final drainage designs to be shown on the Right-of-Way Plan Set and complete all required environmental permit drawings and Federal Emergency Management Agency (FEMA) compliance packages in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1. FEMA Compliance Packages
 - a. SFC: **na**
 - b. CLOMR: **na**

MEETINGS AND TRIPS		
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (Hydraulics staff only)	
	<input type="checkbox"/> CP 4C	
	Anticipated format: Choose an item.	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Additional Meetings: 2 staff/meeting	
	Anticipated format: Virtual Meeting	Anticipated duration: 2 hrs./meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.various design and coordination meetings</p>		

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Final Drainage Design</p> <ul style="list-style-type: none"> ▪ Revise and resubmit updated Redline Drainage Plans and supporting documentation to incorporate revisions from Field Inspection, as needed. ▪ Submit final Redline Drainage Plans and supporting documentation.
<p>3.0 Hydraulic Summary Sheet(s)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete the Drainage Summary Sheet(s). <input checked="" type="checkbox"/> Complete Stormwater Control Measures Summary Sheet(s). ▪ Submit Hydraulic Summary Sheet(s). ▪ Revise and resubmit as needed to address NCDOT comments.
<p>4.0 Stormwater Management Plan</p> <ul style="list-style-type: none"> ▪ Prepare and submit Stormwater Management Plan (SMP). ▪ Revise and resubmit as needed to address NCDOT comments.
<p>5.0 Environmental Permit Drawing Package</p> <ul style="list-style-type: none"> ▪ Prepare and submit permit drawings including (select as applicable): <input type="checkbox"/> Wetland and surface water drawings (Insert # of sites). <input type="checkbox"/> Buffer permit drawings (Insert # of sites). <input type="checkbox"/> CAMA permit <input checked="" type="checkbox"/> FERC permit drawings and coordination with NCDOT ECAP. ▪ Revise and resubmit permit drawings as needed to address NCDOT comments. ▪ Provide CADD file of impacts if revisions are made.
<p>7.0 Task Management</p>

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

8.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

3RD1 | Complete Roadway Design | [Summit Design and Engineering Services, PLLC]

Objective:

Evaluate and/or incorporate decisions from the field inspection, constructability review, and all remaining design recommendations from technical disciplines/Units into the plans, resulting in a set of plans with no major constructability or right-of-way issues, in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS	
<input checked="" type="checkbox"/>	Meetings with NCDOT Division/City: Status Calls: 2 meetings 2 staff/meeting Other Meetings: meetings 0 staff/meeting
<input checked="" type="checkbox"/>	Plan-in-Hand Review Meeting: 2 staff
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (Roadway staff only) <input type="checkbox"/> CP 4B <input type="checkbox"/> CP 4C
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)	
1.	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete Right-of-Way Plan Set</p> <ul style="list-style-type: none"> ▪ Incorporate noise wall locations from Design Noise Report (see 3EN1/3EN2) and coordinate with other disciplines/units as needed. ▪ Receive and incorporate final designs, plans, and coordination from other disciplines/Units, including Hydraulics, Utilities, Work Zone Traffic Control, Structures Management, Signing and Delineation, Roadside Environmental, Geotechnical Engineering, Rail Division). ▪ Prepare and submit draft Right-of-Way Plan Set. ▪ Attend Plan-in-Hand Review Meeting. ▪ Prepare Plan-in-Hand Review Meeting summary. ▪ Revise and resubmit Right-of-Way Plan Set and responses to comments.
<p>2.0 Pavement Management Coordination</p> <ul style="list-style-type: none"> ▪ Provide typical section sheets for pavement design review. ▪ Update typical sections based on pavement design comments.
<p>3.0 Construction Estimate Quantities</p> <ul style="list-style-type: none"> ▪ Update quantities for pay items for proposed design. ▪ Submit quantities. ▪ Revise and resubmit quantities for cost estimating.
<p>4.0 Conduct Permit Drawing Consistency Review</p> <ul style="list-style-type: none"> ▪ Receive and compare draft environmental permit drawings to roadway design plans, including slope stakes, proposed right of way and easement impacts, clearing methodology, and data associated with major hydraulic crossings. ▪ Provide comments on draft environmental permit drawings on inconsistencies with roadway plans. ▪ Coordinate with technical disciplines/units to resolve concerns.
<p>6.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>7.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

3RE1 | Complete Erosion & Sediment Control Plans | [Summit Design and Engineering Services, PLLC]

Objective:

Complete the Erosion and Sediment Control Plans and applications for additional E&SC related permits in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS			
<input checked="" type="checkbox"/>	Meetings with NCDOT Roadside Environmental Unit:		
	Anticipated format: Virtual Meeting	Anticipated # of staff: 1	Anticipated duration: 1hrs./meeting
<input type="checkbox"/>	Merger Meetings: Insert # staff/meeting (E&SC staff only) <input type="checkbox"/> CP 4B <input type="checkbox"/> CP 4C		
	Anticipated format: Choose an item.	Anticipated # of staff: Insert #	Anticipated duration: Insert # hrs./meeting
<input checked="" type="checkbox"/>	Final Field Inspection: 1 staff		
	Anticipated # of staff: 1	Anticipated duration: 2 hrs./meeting	
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1.</p>			

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Complete E&SC Plans for Clearing and Grubbing Construction Phase</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1.1 E&SC Plans for Clearing and Grubbing (C&G) <ul style="list-style-type: none"> ▪ Prepare and submit draft clearing and grubbing E&SC plans. ▪ Revise and resubmit clearing and grubbing E&SC plans. <input type="checkbox"/> 1.2 E&SC Plans for Intermediate Construction Phase <ul style="list-style-type: none"> ▪ Prepare and submit draft intermediate phase E&SC plans. ▪ Revise and resubmit intermediate phase E&SC plans.

☒ **1.3 E&SC Plans for Final Construction Phase**

- Prepare and submit draft final phase E&SC plans.
- Revise and resubmit final phase E&SC plans.

☒ **1.4 Calculate Matting Requirements for Ditches and Slopes**

- Analyze flow rate and determine stabilization requirements.
- Prepare summary table and/or notations for E&SC plans.

☒ **1.5 Add details, notes, and vegetation management plans**

- Incorporate details and notes on E&SC plan sheets as needed.
- Add project-specific vegetation management plans or landscaping to E&SC plans, as required for permitting or project commitments

2.0 Calculate Final E&SC Quantities and Develop Project Specific E&SC Special Provisions

- Prepare and submit quantity calculations.
- Prepare and submit Project Special Provisions (Green Sheets).

3.0 Apply for other Applicable Permits Related to the E&SC

- Prepare and submit applications for other required permits/variances.
- Coordinate with agencies as needed to obtain approvals.

Select permits required:

- NCDEQ Trout Buffer Variance
- CCPCUA Permits
- CDEQ HQW waters
- Other: **Insert as needed**

4.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

5.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

3TM1 | Complete Transportation Management Plan | [Summit Design and Engineering Services, PLLC]

Objective:

Complete final Traffic Management Plan in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Overall Complexity: **Standard - Some required details**
2. Level of Significance: **3 - Minimal Impacts**
3. Anticipated Project Layout: **Phase/Step Method**
4. Estimated number of "Design" Sheets: **6 anticipated sheets**
 - a. Estimated number of phases: **3 phases**
 - b. Estimated details per phase: **3 of details per phase**
 - c. Total overview sheets: **12 of sheets**
 - d. Title sheet/notes/phasing: **3 of sheets**
 - e. Special details: **3 of detail sheets**

MEETINGS AND TRIPS		
<input type="checkbox"/>	Constructability w Division:	Insert # staff
<input type="checkbox"/>	Temporary Shoring Meeting:	Insert # staff
<input checked="" type="checkbox"/>	Plan-In-Hand Review Meeting:	2 staff
<input type="checkbox"/>	Other Meetings:	Insert # of meetings Insert # staff/meeting
List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings) 1.		

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Complete Final Unsealed Transportation Management Plan (TMP) <ul style="list-style-type: none"> ▪ Upon receiving Division concurrence with the TTC concept, the WZTC Project Engineer is to directly coordinate with the previously identified disciplines/Units around several specific elements of design. <ul style="list-style-type: none"> ○ Roadway Design Unit/Roadway Design Lead ○ Structures Management Unit/Structures Lead ○ Hydraulics Unit/Hydraulics Design Engineer and Roadside Environmental Unit/Roadside Environmental Engineer ○ Geotechnical Engineering Unit/Design Geotechnical Engineer ○ ITS and Signals Unit/Signal Lead and Signal System Engineer

<ul style="list-style-type: none"> ○ Utilities Lead/Utilities Coordinator/Utilities Design Engineer ○ Signing and Delineation Unit/Signing and Delineation Designer ○ Regional Traffic Engineer ○ Statewide Transportation Operations Center (STOC) ○ Transportation Operations and Incident Management ▪ Document all coordination efforts, completing coordination with the identified disciplines/Units prior to Plan-in-Hand Review Meeting. ▪ Progress the TMP for the Plan-In-Hand Review Meeting to include: <ul style="list-style-type: none"> ○ Title Sheet/Legend ○ General Notes ○ Phasing ○ All required Traffic Control Details ○ Draft version of TMP Estimate of WZTC Pay Items and Est. Quantities ○ Draft Version of Intermediate Contract Times ○ Draft Version of WZTC Special Provisions ▪ Attend Plan-In-Hand Review Meeting prepared to discuss Final Unsealed TMP.
<p>2.0 Complete Final Sealed TMP</p> <ul style="list-style-type: none"> ▪ Submit Final Sealed TMP including: <ul style="list-style-type: none"> ○ TMP estimate of WZTC pay items and estimated quantities. ○ Intermediate Contract Times using standard ICT templates. ○ Sealed WZTC Special Provisions generated from the Work Zone Application for Special Provisions (WASP).
<p>3.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

3UT1 | Advance Utility Coordination | [TELICS]

Objective:

Coordinate final design of utilities and needs for environmental permitting in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

If a utility is providing complete Utilities Construction Plans for inclusion in the contract, the Utilities Coordinator is responsible for the coordination and delivery to NCDOT of the deliverables assigned to the Utilities Design Engineer that are instead being produced by the utility. The Utilities Coordinator is not responsible for the production of those deliverables.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.
- 3.

MEETINGS AND TRIPS	
<input type="checkbox"/>	Other Meetings: 2 meetings 2 staff/meeting <i>List of other required meetings</i>
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <ol style="list-style-type: none"> 1. Utility One on One Meetings – 2 meetings, 2 staff, 2hrs. 2. Weekly Meetings – As needed or requested. 2 staff, 2 hrs. 3. Monthly Meetings – As needed or requested. 2 staff, 2 hrs. 	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>2.0 Review Utility Relocation Packages</p> <ul style="list-style-type: none"> ▪ Receive and review final Utility Relocation Plans, Estimates, and Special Provisions. ▪ Coordinate with Utility Design Engineer or utility owner’s engineer to address comments and submit final Utility Agreement Plans.
<p>5.0 Submit Cost Responsibility Analysis Report</p> <ul style="list-style-type: none"> ▪ Prepare and submit Cost Responsibility Analysis Report for review. ▪ Revise and submit final Cost Responsibility Analysis Report.
<p>6.0 Submit Final Utility Coordination Working Plans</p> <ul style="list-style-type: none"> ▪ Submit Final Utility Coordination Working Plans with Final Easements/PUE. If working plans are not final, continue maintaining updated plans on SharePoint. ▪ Confirm all information is incorporated into Right of Way Plan Set (see 3RD1). ▪ Submit Utility Relocation (Cost) Estimate and Construction Estimate (see 2UT2/3UT2 for related information on verified estimate procedures).
<p>7.0 Conduct a Review of Plans and Schedule with Utility Owner</p>
<p>8.0 Submit Utility Agreements for Authorizations</p> <ul style="list-style-type: none"> ▪ Submit Utility Relocation Packages for Authorization by NCDOT. ▪ Submit Authorization Letter for each Package.
<p>9.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent. ▪ Load approved plans, easement design onto Sharepoint and/or Project Wise.

<ul style="list-style-type: none"> Update Utility Parcel List and parcel acquisition dates monthly.
<p>10.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none">

4EN1 | Secure Permits | [Mead & Hunt]

Objective:

Secure required permits and compile avoidance and minimization measures, Project Special Commitments, as appropriate, in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

-
-
-

MEETINGS AND TRIPS		
<input type="checkbox"/>	Site Visit: Insert # staff	Insert mileage
<input type="checkbox"/>	Meetings: Insert # of meetings Insert # of staff/meeting	Insert mileage for meetings
Insert other assumptions as needed.		

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Receive Issued Permits, Review Conditions, and Update Project Special Commitments</p> <ul style="list-style-type: none"> Provide final approved permits to NCDOT. Discuss any project specific conditions with NCDOT staff. Update Project Special Commitments.
<p>2.0 Permit Package</p> <ul style="list-style-type: none"> Compile all permits (with signatures if applicable) with all of their associated conditions. Update Project Commitment Sheet. Distribute Permit Package.

3.0 Task Management

(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.

4.0 Complete QC Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.

Insert other tasks as needed: to be included as part of manday estimate for this scope.

- 1.
- 2.

4RD1 | Finalize the PS&E Package | [Summit Design and Engineering Services, PLLC]

Objective:

Compile the Final Roadway Design Plans, Specifications, and Estimate (PS&E) with any other required documentation to assist the Contract Standards and Development Unit to develop the contract for the Advertisement and Letting Process, in accordance with the guidance and references listed on the PDN as of the date of this scope.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

1. Submittals will follow NCDOT process and be provided to the City to provide to NCDOT for review
- 2.
- 3.

MEETINGS AND TRIPS

<input checked="" type="checkbox"/>	Meetings with NCDOT Division/City: Status Calls: 2 meetings 2 staff/meeting Other Meetings: 2 meetings 2 staff/meeting Engineers Estimate review, Contract Doc & Bidding Assistance, Pre Let Meeting
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <ol style="list-style-type: none"> 1. 	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Review Set of Final Plans</p> <ul style="list-style-type: none"> ▪ Prepare index of sheets, list of standard drawings, general notes, special provisions, summary plan sheets, quantities, and key documents. ▪ Submit plans for NCDOT Roadway Design QC review. ▪ Revise and resubmit Roadway Design Review Plan Set and contract documentation for Contract Standards Plan review. ▪ Revise and resubmit Roadway Design Review Plan Set and responses to comments.
<p>2.0 Final Construction Quantities</p> <ul style="list-style-type: none"> ▪ Update quantities for pay items for proposed design. ▪ QC of quantities. ▪ Submit quantities. ▪ Revise and resubmit quantities. ▪ Enter quantities using PIQ Tool.
<p>3.0 Sealed Contract Roadway Design Plans</p> <ul style="list-style-type: none"> ▪ Prepare and submit sealed final plans.
<p>4.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>5.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

4UT1 | Complete Utility Coordination | [TELICS]

Objective:

Facilitate the relocation of utilities being relocated by the utility owners in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

If a utility is providing complete Utilities Construction Plans for inclusion in the contract, the Utilities Coordinator is responsible for the coordination and delivery to NCDOT of the deliverables assigned to the Utilities Design Engineer that are instead being produced by the utility. The Utilities Coordinator is not responsible for the production of those deliverables.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.
- 3.

MEETINGS AND TRIPS	
<input type="checkbox"/>	Other: 2 meetings 2 staff/meeting <i>List other required meetings</i>
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <ol style="list-style-type: none"> 1. Utility One on One Meetings – 1 meeting, 2 staff, 2 hrs. 2. Preconstruction Meeting – 1 meeting, 2 staff, 2 hrs. 	

Tasks/Deliverables:

TASK/DELIVERABLE LIST - UTILITY COORDINATOR
<p>3.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p> <ul style="list-style-type: none"> ▪ Submit monthly progress report to Utility Agency with copy to Area Utility Agent. ▪ Load approved Plans, Special Provisions, Estimates and Permits onto SharePoint and/or Project Wise.
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

4UT2 | Complete Utility Relocation by Owner | [TELICS]

Objective:

Support Project Manager and Resident Engineer by maintaining contact with the utilities, maintaining the Utilities Relocation Schedule, and continuing coordination to resolve relocation issues until the relocations by the utilities are complete in accordance with the guidance and references listed in the PDN as of the date of this scope of services.

Assumptions:

Fill in assumptions. Insert additional assumptions/exclusions as needed.

- 1.
- 2.
- 3.

MEETINGS AND TRIPS	
<input type="checkbox"/>	Relocation Utility Conference(s): 1 meetings 2 staff/meeting
<input type="checkbox"/>	Other: 1 meetings 2 staff/meeting List other required meetings
<p>List out additional meetings and details: (e.g., Number of meetings, anticipated staff, duration of meetings)</p> <p>1. Utility One on One Meeting – 1 meeting, 2 staff, 2 hrs.</p>	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
<p>1.0 Hold Relocation Scheduling Conference</p> <ul style="list-style-type: none"> ▪ Schedule and hold Relocation Scheduling Conference for each utility. ▪ Prepare and distribute meeting summaries.
<p>2.0 Updated Utilities Relocation Schedule</p> <ul style="list-style-type: none"> ▪ Update Utilities Relocation Schedule weekly and distribute. ▪ Maintain weekly contact with utilities during relocation construction.
<p>3.0 Task Management</p> <p>(Coordination with NCDOT and other technical disciplines/units, internal coordination, safety compliance, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.) List specific items of work to delineate hours under Task Management.</p>
<p>4.0 Complete QC Procedures</p> <p>Perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance.</p>
<p>Insert other tasks as needed: to be included as part of manday estimate for this scope.</p> <ol style="list-style-type: none"> 1. 2.

OVERALL SUMMARY

TIP NUMBER:	HL-0049	When initial estimate is complete, lock initial estimates
COUNTY:	Rowan	
TASK ORDER NUMBER: (if applicable)	1	
FA NUMBER: (if applicable)		WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"
ESTIMATE SUBMITTAL NUMBER: (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))	1	
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)		
DESCRIPTION: (List the project parameters; where the project starts and stops)	Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury	
DISCIPLINE USED: (List each discipline that will be involved in this project)	PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination	

DISCIPLINE ITEM	INITIAL			FINAL		
	WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt						
Direct Costs	15.500	\$ 21,354.71	\$ 1,377.72			
		\$ 393.00				
HY-Hydraulics						
Direct Costs	24.500	\$ 24,310.05	\$ 992.25			
		\$ -				
LS-Location Surveys						
Direct Costs	29.000	\$ 20,625.93	\$ 711.24			
		\$ 2,386.00				
PD-Final Pavement Marking & Markers						
Direct Costs	6.063	\$ 6,434.69	\$ 1,061.39			
		\$ -				
RD-Roadway						
Direct Costs	44.500	\$ 49,665.95	\$ 1,116.09			
		\$ 246.90				
RE-Erosion Control						
Direct Costs	6.375	\$ 6,669.31	\$ 1,046.17			
		\$ -				
SD-Signing						
Direct Costs	5.875	\$ 6,210.68	\$ 1,057.14			
		\$ -				
TM-Work Zone Traffic Control (WZTC)						
Direct Costs	8.500	\$ 9,853.55	\$ 1,159.24			
		\$ -				
UT-Utilities Coordination						
Direct Costs	32.000	\$ 15,680.51	\$ 490.02			
		\$ 1,186.50				
EN-Natural Env--SUB1						
Direct Costs	10.250	\$ 12,719.60	\$ 1,240.94			
		\$ 588.50				
EN-Community Studies--SUB1						
Direct Costs	5.250	\$ 7,086.09	\$ 1,349.73			
		\$ 202.50				
EN-Public Involvement--SUB1						
Direct Costs	9.500	\$ 12,260.94	\$ 1,290.63			
		\$ 1,904.10				
EP-Env Policy--SUB1						
Direct Costs	14.750	\$ 22,108.21	\$ 1,498.86			
		\$ 202.50				
Grand Total - All Disciplines	212.063	\$ 222,090.22				

Labor, Overhead & Fee

MANAGING DOT DISCIPLINE:

Division 9

ENGINEERING FIRM:

Summit Design and Engineering Services, PLLC

ENGINEERING FIRM CONTRACT NUMBER:

CONTRACT TYPE:

Limited Services Contract

PAYMENT TYPE:

LUMP SUM

SCOPE/WORKDAY ESTIMATE PREPARED BY:

Brandon Johnson, PE

DATE:

June 16, 2023

SCOPE/WORKDAY ESTIMATE APPROVED BY:

DATE:

REASON FOR SUPPLEMENTAL:

(If this is a supplemental to the original Scope of Services, state reason for supplemental.)

PO NUMBER: (If Available)

SUPPLEMENTAL NUMBER:

(If Applicable)

TIP NUMBER: HL-0049
 WBS NUMBER(s):
 COUNTY: Rowan

DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury
 DISCIPLINE(S) SELECTED: PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination

PRIMARY CONSULTANT OR NCDOT UNIT: ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION STANDARD FEE IS 9% UNLESS APPROVED

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
PM-Project Mgmt	Summit Design & Engineering		41969			
Project Mgmt	Project Engineer Sup. (TES-3)	(ND) Neil Dean, PE	\$ 84.13	171.12%	9.00%	0.2500%
	Project Engineer (TE-2)	(FJ) Faith Jahnke	\$ 45.43			
HY-Hydraulics	Summit Design & Engineering		41969			
	ESA	(DM) David Markwood	\$ 67.31	171.12%	9.00%	0.2500%
	EA	(PH) Patrick Hartnert	\$ 43.27			
	EJ	(HY) He Yang	\$ 40.87			
	EC	(DH) Devon Hoyle	\$ 31.25			
	ETJ					
	ETC					
LS-Location Surveys	Summit Design & Engineering		41969			
	Project Engineer Manager	(BW) Brantley Wells	\$ 39.17	171.12%	9.00%	0.2500%
	Project Survey Supervisor	(MP) Michael Perry	\$ 28.34			
	Advanced Survey Coordinator	(TD) Todd Dixon	\$ 32.76			
	Survey Crew Leader	(NC) Neil Cooper	\$ 24.96			
	Assistant Survey Crew Leader	(ZM) Zach Martin	\$ 16.00			
	Survey Crew Member					
PD-Final Pavement Marking & Markers	Summit Design & Engineering		41969			
	TEM I	(ND) Neil Dean, PE	\$ 84.13	171.12%	9.00%	0.2500%
	TES III	(FJ) Faith Jahnke	\$ 45.43			
	TE II	(JJ) Josh Jernigan	\$ 33.65			
	TE I					
	TT V					
RD-Roadway	Summit Design & Engineering		41969			
For Roadway	PROJECT ENGINEER	(ND) Neil Dean, PE	\$ 84.13	171.12%	9.00%	0.2500%
If needed, List Additional Classifications	DESIGN ENGINEER	(FJ) Faith Jahnke	\$ 45.43			
	SENIOR TECHNICIAN	(JJ) Josh Jernigan	\$ 33.65			
RE-Erosion Control	Summit Design & Engineering		41969			
	PROJECT MANAGER	(DM) David Markwood	\$ 67.31	171.12%	9.00%	0.2500%
	PROJECT ENGINEER	(PH) Patrick Hartnert	\$ 43.27			
	DESIGN ENGINEER	(HY) He Yang	\$ 40.87			
	SENIOR TECH.	(DH) Devon Hoyle	\$ 31.25			
	TECH. / DRAFT.					
SD-Signing	Summit Design & Engineering		41969			
	TEM I	(ND) Neil Dean, PE	\$ 84.13	171.12%	9.00%	0.2500%
	TES III	(FJ) Faith Jahnke	\$ 45.43			
	TE II	(JJ) Josh Jernigan	\$ 33.65			
	TE I					
	TT V					
TM-Work Zone Traffic Control (WZTC)	Summit Design & Engineering		41969			
	TEM I	(ND) Neil Dean, PE	\$ 84.13	171.12%	9.00%	0.2500%
	TES II	(FJ) Faith Jahnke	\$ 45.43			

TIP NUMBER: HL-0049
WBS NUMBER(s):
COUNTY: Rowan

DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury
DISCIPLINE(S) SELECTED: PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination

PRIMARY CONSULTANT OR NCDOT UNIT: ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION STANDARD FEE IS 9% UNLESS APPROVED

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD*	FEE	COST OF CAPITAL**
	TE I	(JJ) Josh Jernigan	\$ 33.65			
UT-Utilities Coordination	TELICS		55158	77.66%	9.00%	0.0328%
	Utility Coordination Supervisor	(CW) Cory Wood	\$ 46.00			
	Senior Utility Coordinator	(CK) Chris Kennedy	\$ 32.50			
	Utility Coordinator	(JR) John Robertson	\$ 30.00			
	Junior Technician	(CW) Candi Wood	\$ 15.00			
	MISCELLANEOUS1					
	MISCELLANEOUS2					
	MISCELLANEOUS3					
EN-Natural Env--SUB1	Mead & Hunt		91260	186.81%	9.00%	0.1100%
	Group Leader (EPS - III)	(SB) Steve Brown	\$ 77.63			
	Env. Specialist (ES)	(SG) Siobhan Gordon	\$ 56.73			
	Env. Specialist (ES)	(VM) Veronica Miller	\$ 37.66			
EN-Community Studies--SUB1	Mead & Hunt		91260	186.81%	9.00%	0.1100%
	CS Group Leader (CPSC)	(SB) Steve Brown	\$ 77.63			
	Community Planner (CP-II)	(SG) Siobhan Gordon	\$ 56.73			
	Community Planner (CP-III)	(JS) Jennifer Satterthwaite	\$ 48.06			
	Community Planner (CP-I)	(VM) Veronica Miller	\$ 37.66			
EN-Public Involvement--SUB1	Mead & Hunt		91260	186.81%	9.00%	0.1100%
	Group Leader (E/A Sup. - A)	(SB) Steve Brown	\$ 77.63			
	Public Inv. Eng. (E-A)	(JS) Jennifer Satterthwaite	\$ 48.06			
	Public Inv. Eng. (E-A)	(SG) Siobhan Gordon	\$ 56.73			
	Project Engineer (E-A, E-J, E-C)	(VM) Veronica Miller	\$ 37.66			
EP-Env Policy--SUB1	Mead & Hunt		91260	186.81%	9.00%	0.1100%
	Group Leader (E/A Sup. - A)	(SB) Steve Brown	\$ 77.63			
	Project Engineer (E-A)	(JS) Jennifer Satterthwaite	\$ 48.06			
	Project Engineer (E-A)	(SG) Siobhan Gordon	\$ 56.73			
	Project Engineer (E-J)	(VM) Veronica Miller	\$ 37.66			

TIP NUMBER: HL-0049
 WBS NUMBER(s):
 COUNTY: Rowan

DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

DISCIPLINE(S) SELECTED: PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination

** PLEASE NOTE: Rates (Salary, Overhead, Cost of Capital) in this Estimate should match those Rates (Salary, Overhead, Cost of Capital) in CRS (Consultant Rate System)

PRIMARY CONSULTANT OR NCDOT UNIT: ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION STANDARD FEE IS 9% UNLESS APPROVED

DISCIPLINE	CLASSIFICATION	EMPLOYEE NAME / INITIALS (First initial, Last initial) Name as submitted to NCDOT	RAW HOURLY RATE**	OVERHEAD* *	FEE	COST OF CAPITAL**

Project Mgmt **DIRECT EXPENSES - Project Management**

FIRM: Summit Design & Engineering

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

PREPARED BY: Brandon Johnson, PE TASK ORDER NUMBER: 1

TIP NUMBER: HL-0049 WBS NUMBER:

DATE PREPARED: 6/16/2023 REVIEWED BY UNIT HEAD ON:

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST		
Travel:	Sedan	2 Trip(s) @		300 miles @	\$0.655	\$393.00	
	Carry All	Trip(s) @		miles @	\$0.675	\$0.00	
	Car Rental			days @	\$50.00	\$0.00	
	Gas for Rental			miles @	\$0.200	\$0.00	
	Parking:		Trip(s) @		\$3.00	\$0.00	
	Per Diem:			Breakfast		\$9.00	\$0.00
				Lunch		\$11.80	\$0.00
				Dinner		\$20.50	\$0.00
				Lodging		\$85.00	\$0.00
	Reproduction:		8 1/2 x 11 B & W Copies @			\$0.09	\$0.00
			11 x 17 B & W Copies @			\$0.15	\$0.00
			8 1/2 x 11 Color Copies @			\$0.83	\$0.00
			11 x 17 Color Copies @			\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)		<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)		≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @			\$0.50	\$0.00
			Binder(s) @			\$0.50	\$0.00
			Blueprints - 8 1/2 x 11 @			\$0.35	\$0.00
			Blueprints - 42 x 72 @			\$1.30	\$0.00
	Film and Developing:		Roll(s) @		\$20.00	\$0.00	
Subtotal						\$393.00	

MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
County Tax Maps:		Map(s) @			\$7.00	\$0.00
	USGS Maps:		Map(s) @		\$7.00	\$0.00
Subtotal						\$0.00

TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
Reproduction:		8 1/2 x 11 B & W Copies @			\$0.09	\$0.00
		11 x 17 B & W Copies @			\$0.15	\$0.00
		8 1/2 x 11 Color Copies @			\$0.83	\$0.00
		11 x 17 Color Copies @			\$1.66	\$0.00
		SQ. FT. of Plots (B & W or Color)		<65 SQ. FT.*	\$6.50	\$0.00
		SQ. FT. of Plots (B & W or Color)		≥65 SQ. FT.*	\$1.50	\$0.00
		Cover(s) @			\$0.50	\$0.00
		Binder(s) @			\$0.50	\$0.00
Subtotal						\$0.00

DESIGN:	ITEM	QTY	DESCRIPTION		UNIT COST	
Reproduction:		8 1/2 x 11 B & W Copies @			\$0.09	\$0.00
		11 x 17 B & W Copies @			\$0.15	\$0.00
		Blueprints - 8 1/2 x 11 @			\$0.35	\$0.00
		Mylar - 8 1/2 x 11 @			\$5.90	\$0.00
		Mylar - 36 x 48 @			\$21.00	\$0.00
		Prints - 24 x 36 @			\$3.00	\$0.00
		Blueprints - 42 x 72 @			\$1.30	\$0.00
		SQ. FT. of Plots (B & W or Color)		<65 SQ. FT.*	\$6.50	\$0.00

HYDRAULICS DESIGN ESTIMATE

DATE:	6/16/2023	ESTIMATE TYPE:	Project Estimate
TIP:	HL-0049	SUPPLEMENTAL NUMBER	
COUNTY:	Rowan	CONTRACT NUMBER	0
COMPILED BY:	Brandon Johnson, PE		
CONSULTANT:	Summit Design & Engineering		

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

PROJECT SCOPE: PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination

TASKS	CLASSIFICATION	EMPLOYEE	ESTIMATED WORKHOURS										TOTAL	NOTES		
			(DM)	(PH)	(HY)	(DH)										
			ESA	EA	EJ	EC	ETJ	ETC								
2PEF													0			
Develop Preliminary Hydraulic Recommendations													-			
Hydraulic Planning Report																
Research and Data Collection			2	4	2											1.00
Hydraulics Field Review																0.00
Preliminary Design Calculations and Structure Sizing			1	2	1											0.50
Prepare Hydraulics Planning Report			4	4												1.00
Preliminary Hydroplanning Assessment			1	2	1											0.50
Preliminary Stormwater Management Plan			2	4	2											1.00
NEPA/Section 404 Merger Support																0.00
Task Management																0.00
Complete QC Procedures		1	2	1												0.50
Other Tasks:																0.00
																0.00
																0.00
2PEF SUBTOTAL			1	12	17	6	0	0	0	0	0	0	0	0	0	0.00

3PEF													-			
Complete Drainage for Field Inspection													-			
Review and provide comments on Design Recommendations Plan Set(s)																-
Review/provide comments on Design Recommendations Plan Set(s)																0.00
Final Hydroplanning Assessment			2	2												0.50
Hydraulics Pre-Design Meeting			2	2												0.50
Field Reconnaissance and Survey																-
Bridges (0)																0.00
Box Culverts (0)																0.00
Pipe Drainage, Ditches -L-			2	2												0.50
Pipe Drainage, Ditches -Y-																0.00
Travel			2	2												0.50
Hydraulic Design Report(s)																-
Bridges (0)																0.00
Box Culverts with a Model (0)																0.00
Box Culverts without a Model (0)																0.00
Detour structures																0.00
Merger CP 4B Support and Meeting (Preliminary Hydraulic Design Review)																0.00
Redline Drainage Plans for Field Inspection																-
Pipes, Storm Drainage, Ditches -L-		6	14	18	10											6.00
Pipes, Storm Drainage, Ditches -Y-			2	4	2											1.00
Temporary Drainage																0.00
Outlet Analysis (2)			4	8	4											2.00
Design of Structural BMPs																0.00
CADD					4											0.50
Field Inspection			4	4												1.00
Coordinate Railroad Drainage Design																0.00
Task Management		4														0.50
Complete QC Procedures		2	4	2												1.00
Other Tasks:																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00
																0.00

4.5 WORKDAYS

TIP: HL-0049

Date: 6/16/2023

TRAVEL EXPENSE:

MILEAGE:	# field trips	0	# meeting trips	0	# local trips	0
	Miles to site (one way)	0	Miles to meeting (one way)	0	Local Miles (one way)	0
Carryall (survey trip)	\$ 0.675	(per mile) X	0	Miles =	<u>\$0.00</u>	
Sedan (meeting trip)	\$ 0.655	(per mile) X	0	Miles =	<u>\$0.00</u>	
Sedan (Local Mileage)	\$ 0.655	(per mile) X	0	Miles =	<u>\$0.00</u>	

PER DIEM EXPENSE:

LODGING + MEALS (BREAKFAST, LUNCH, DINNER)	# of People X	\$126.30	(per day) X		# of Days =	<u>\$0.00</u>
BREAKFAST	# of People X	\$9.00	(per day) X		# of Days =	<u>\$0.00</u>
LUNCH	# of People X	\$11.80	(per day) X		# of Days =	<u>\$0.00</u>
DINNER	# of People X	\$20.50	(per day) X		# of Days =	<u>\$0.00</u>
LODGING	# of People X	\$85.00	(per day) X		# of Days =	<u>\$0.00</u>

MISCELLANEOUS EXPENSES:

Description	Quantity	Unit of Measure		Cost Per Unit	=	
			X		=	<u>\$0.00</u>
			X		=	<u>\$0.00</u>
			X		=	<u>\$0.00</u>
			X		=	<u>\$0.00</u>
			X		=	<u>\$0.00</u>
Total Miscellaneous Expenses						<u>\$0.00</u>

SUBTOTAL: \$0.00

PROJECT ESTIMATE TOTAL:	\$24,310.05
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**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE**

DATE: 6/16/2023

TIP NO.: HL-0049

FIRM: Summit Design & Engineering

LS NO.: _____ MI

WBS: _____ COUNTY: Rowan

LENGTH: _____
L-LINE: _____ MI
Y-LINE(S): _____ MI

RAMPS: _____ MI
RAILROADS: _____ MI

PROJECT DESCRIPTION:

Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

TASKS & PARAMETERS	PEM	PSS	ASC	SCL	ASCL	ESTIMATED WORKHOURS				TOTAL	NOTES
						SCM					
1. Courthouse Research <small>No. of Properties: 15</small>		1	4							5	
2. Contacting Property Owners <small>No. of Property Owners:</small>										0	
3. NC Grid Tie (Horiz.) to NAD 1983 <small>Approx. Length: 3000</small>		1		2	2					5	
4. Vertical Control Tie to NAVD 1988 <small>Approx. Length: 3000</small>		1		2	2					5	
5. Baseline Traverse <small>Approx. Length: 3200</small>		1		8	8					17	
6. Intermediate Staking of Baseline <small>Approx. Length:</small>										0	
7. Compute Best-Fit Alignment (Graphically) <small>Approx. Length:</small>										0	
8. Hub & Stake Design -L- & -Y- Alignments <small>Approx. Length -L-: Approx. Length -Y-:</small>										0	
9. Establish/Elevate Temp. Bench Marks <small>No. of TBMs: 3</small>				3	3					6	
10. Pavement DTMs <small>Approx. Length: 3000</small>			2	14	14					30	
11. Hydrographic Surveys & -T- Lines <small>Approx. Length: 200</small>			1	2	2					5	
12. Suppl. Info for DTMs (Obscured Areas) <small>No. of Acres / Hectares: 15</small>				2	2					4	
13. Field Property Ties & Recon <small>No. of Properties: 15</small>			2	4	4					10	
14. Property Analysis and Computations <small>No. of Properties: 15</small>		4								4	
15. Property Line Ties to Design Alignment <small>No. of Properties:</small>										0	
16. Property Strip Maps <small>No. of Maps: 25</small>										0	
17. Data for Appraisal Report <small>No. of Properties:</small>										0	
18. Classif. of Features on Aerial Maps <small>No. of Maps: Scale:</small>										0	
19. Field Loc. of Topo & Plan. Features <small>(Dense, Med., or LT.): med</small>			1	4	4					9	
20. Loc. of Non-Gravity U/G Utilities <small>(Dense, Med., or LT.): med</small>			1	2	2					5	
21. Loc. of Gravity Utilities & Pipe Inverts <small>(Dense, Med., or LT.): med</small>			1	2	2					5	
22. Mapping Pre. Prop. from Tax Map Info. <small>No. of Properties:</small>										0	
23. Pole Data Sheets <small>(Dense, Med., LT.):</small>										0	
24. Setting Photo Con. Panels <small>No. of Points:</small>										0	
25. Photogrammetric Control <small>No. of Points: 20</small>			8	4	4					16	
26. Staking and Flagging R/W & Easements											

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE**

DATE: 6/16/2023

TIP NO.: HL-0049

FIRM: Summit Design & Engineering

LS NO.: _____ MI

WBS: _____ COUNTY: Rowan

LENGTH: _____
L-LINE: _____ MI
Y-LINE(S): _____ MI

RAMPS: _____ MI
RAILROADS: _____ MI

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

TASKS & PARAMETERS	PEM	PSS	ASC	SCL	ASCL	ESTIMATED WORKHOURS						TOTAL	NOTES	
						SCM								
No. of RW Points: 4 sheets		8	8										16	
No. of EASEMENT Points:														
27. Production of Base Mapping		10	32										42	
No. of Sheets:														
28. GPS Points													0	
No. of Points:														
29. Misc. Staking				8	8								16	
No. of Points: 16														
33. Travel				9	9								18	
Hrs R.T. 3														
34. Project Mgmt. & Supervision		4											4	
35. Traffic Control & Safety				5	5								10	
Property 1 Description													0	
Property 2 Description														
Property 1 Description													0	
Property 2 Description														
Property 1 Description													0	
Property 2 Description														
Property 1 Description													0	
Property 2 Description														
Property 1 Description													0	
Property 2 Description														
TOTAL WORKHOURS:	0	30	60	71	71	0	0	0	0	0	0	0	232	

Classification	Employee Name	Hours	Rate	Cost
Project Engineer Manager		0	\$0.00	\$0.00
Project Survey Supervisor	(BW) Brantley W	30	\$39.17	\$1,175.10
Advanced Survey Coordinator	(MP) Michael Pe	60	\$28.34	\$1,700.40
Survey Crew Leader	(TD) Todd Dixon	71	\$32.76	\$2,325.96
Assistant Survey Crew Leader	(NC) Neil Cooper	71	\$24.96	\$1,772.16
Survey Crew Member	(ZM) Zach Martin	0	\$16.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00

TOTAL
WORKHOURS
232

TOTAL DIRECT
SALARY COSTS
\$6,973.62

TOTAL
WORKDAYS
29

TOTAL DIR. and
INDIR. SALARY COSTS
\$20,625.93

INDIRECT SALARY COSTS

Total Dir. Salary Costs	\$6,973.62
Overhead (%)	171.12%
Fee (%)	9.00%
Cost of Capt. (%)	0.2500%

	\$11,933.26
	\$1,701.62
	\$17.43
Total Indirect Salary Costs:	\$13,652.31

DIRECT COSTS
Carry-all \$/Day \$33.75 Days = \$0.00

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE**

DATE: 6/16/2023

TIP NO.: HL-0049

FIRM: Summit Design & Engineering

LS NO.: _____ MI

WBS: _____ COUNTY: Rowan

LENGTH: _____ MI
L-LINE: _____ MI
Y-LINE(S): _____ MI

RAMPS: _____ MI
RAILROADS: _____ MI

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

TASKS & PARAMETERS	PEM	PSS	ASC	SCL	ASCL	ESTIMATED WORKHOURS		TOTAL	NOTES
						SCM			
or \$/Mi \$0.675 _____ Miles=		\$0.00							
Sedan \$/Day \$32.75 _____ Days =		\$0.00							
or \$/ Mi \$0.655 _____ Miles=		\$0.00							
Misc. Survey Supplies=		\$200.00							
						TOTAL DIRECT COSTS			
							\$200.00		
PER DIEM EXPENSES									
	\$ / Day	Persons		Days					
Lodging	\$85.00	2	x	8					
Breakfast	\$9.00	2	x	10					
Lunch	\$11.80	2	x	10					
Dinner	\$20.50	2	x	10					
						TOTAL PER DIEM			
							\$2,186.00		
MISCELLANEOUS EXPENSES									
Description	Quantity	Unit of Measure		Cost Per Unit					
_____			x	_____					
_____			x	_____					
_____			x	_____					
_____			x	_____					
_____			x	_____					
						TOTAL MISC. EXPENSES			
							\$0.00		
Cost per	MI	_____							
Workhours per	MI	_____							
						TOTAL DIRECT NON-SALARY COSTS			
							\$2,386.00		
ESTIMATE BY: _____	BWW								
						PROJECT ESTIMATE TOTAL:			
							\$23,011.93		

DATE: 6/16/2023
TIP #: HL-0049

CONSULTANT: **Summit Design & Engineering**

LSC#: _____
PREL EST WORKDAYS: **6.06**

EST RDWY SHEETS:	0	# DAYS FIELD TRIPS:	0
TOTAL PLAN SHEETS:	0		
# Y-LINES - INTERCHANGE:	0	LONGITUDINAL MARKING (Y=1,N=0):	0
# Y-LINES - AT GRADE:	0		
		MILEAGE PER TRIP:	0 MILES

TASK	CLASSIFICATION	ESTIMATED WORKHOURS										TOTAL	NOTES
		EMPLOYEE (ND)	(FJ)	(JJ)									
		TEM I	TES III	TE II	TE I	TT V							
DEVELOP PLAN / MARKING													
Setup & Concept		1.000	4.000	3.000								8.000	
Field Trip												0.000	
Select Marking Types		1.000										0.000	
Prepare Marking Plans			2.500	3.000								1.000	
14.50 HR												5.500	
FINALIZE QUANTITIES / ESTIMATE													
Marking quantities			3.000	1.000								4.000	
Marking estimate			4.000	1.000								5.000	
9.00 HR												0.000	
MARKING ROADWAY SHEETS													
Drafting/Sheet clean up			4.000	1.000								5.000	
Marking Types		1.000										2.000	
Checking			2.000									2.000	
Corrections			2.000									2.000	
11.00 HR												0.000	
MISCELLANEOUS													
Railroad Markings												0.000	
School Zone Markings												0.000	
Bike Lane Markings												0.000	
Curb Ramps												0.000	
Special Markings		1.000	2.000	2.000								5.000	
5.00 HR												0.000	
QUANTITIES/CALC SHEETS			4.000	4.000									
8.00 HR												8.000	
SPECIAL PROVISIONS													
0.00 HR												0.000	
REPRODUCTIONS, PLOTS			0.500	0.500									
1.00 HR												1.000	
MEETINGS, ADMIN													
0.00 HR												0.000	
0.00 HR												0.000	
TOTAL MAN-HRS		4.000	29.000	15.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	48.500	
TOTAL WORKDAYS		0.500	3.625	1.938	0.000	0.000	0.000	0.000	0.000	0.000	0.000	6.063	
TOTAL WORKDAYS												6.063	

AVERAGE STANDARD RATE PER HOUR

CLASSIFICATION	NO. WORKDAYS	A	B	C	D	EMPLOYEE NAMES	(B*C)/D
			% TOT WD	RATE	FACTOR		AVG STD RATE
TEM I	0.500	0.082		\$84.13	1.000	(ND)	\$6.94
TES III	3.625	0.598		\$45.43	1.000	(FJ)	\$27.16
TE II	1.938	0.320		\$33.65	1.000	(JJ)	\$10.75
TE I	0.000	0.000		\$0.00	1.000		\$0.00
TT V	0.000	0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
		0.000		\$0.00	1.000		\$0.00
TOTAL	6.063	1.000					\$44.86

SALARIES	=	(AVG STD RATE)(WORKDAYS)(8 HRS)=	\$2,175.57
OVERHEAD	=	171.12% (SALARIES)	\$3,722.83
FEE	=	9.00% (SALARIES+OVERHEAD)	\$530.86
COST OF CAPITAL	0.2500%	=	\$5.44
TOT. DIR. SALARY COST	=	(SALARIES+OVERHEAD+FEE)	\$6,434.69

TIP #: HL-0049

DIRECT NON-SALARY COSTS: _____

			TRIPS x		RATE	COST
TRAVEL:	TRAVEL:	0	0	MILES RNDTRP	\$0.655	\$0.00
1/2 SIZE COPY:			0	SHEETS/SET	\$0.15	\$0.00
ORIGINAL:			0	SHEETS/SET	\$0.42	\$0.00
XEROX:			0	SHEETS/SET	\$0.09	\$0.00
TRIPS:	BREAKFAST			EACH	\$9.00	\$0.00
	LUNCH			EACH	\$11.80	\$0.00
	DINNER			EACH	\$20.50	\$0.00
	LODGING			EACH	\$85.00	\$0.00
MISCELLANEOUS:						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL DIRECT NON-SALARY COST	-----				=	\$0.00

TOTAL ESTIMATE	=	\$6,434.69
COST PER WORKDAY	=	1061.39

CONSULTANT'S TOTAL = \$6,434.69

CONSULTANT'S TOTAL - TOTAL COST IN HOUSE ESTIMATE
 ----- = 0.00%
 TOTAL COST IN HOUSE ESTIMATE

ESTIMATE PREPARED BY: Brandon Johnson, PE

DATE: 6/16/2023

ROADWAY PROJECT DATA

TIP NUMBER : HL-0049	ESTIMATE SUBMITTAL NUMBER : <u>1</u>
WBS NUMBER : _____	_____
FA NUMBER : _____	_____
COUNTY : Rowan	_____
DESCRIPTION :	<u>Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury</u>
DISCIPLINE(S) SELECTED :	PM-Project Mgmt : HY-Hydraulics : LS-Location Surveys : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination
CONSULTANT : Summit Design and Engineering Services, PLLC	_____

(ENGLISH UNITS)

TYPE OF FACILITY (Y/N) :	
BRIDGE PROJECT	N
2 & 3-LANE SHOULDER	N
3-LANE C&G	Y
MEDIAN DIVIDED	N
DIVIDED WITH RAISED MEDIAN	Y
SUPERSTREET	N

NUMBER OF TYPICAL SECTIONS :	
BASIC SHOULDER (2 & 3 LANES)	_____
BASIC CURB & GUTTER (3 LANES)	5
MEDIAN SHOULDER (4 LANES & UP)	_____
MEDIAN CURB & GUTTER (4 LANES & UP)	_____

DESIGN LENGTHS:	UNIT:	FEET
-L-	1,200	_____
DETOURS	_____	_____
-Y- LINES > 300'	_____	_____
RAMPS, LOOPS, FLYOVERS, C-D's	_____	_____
SERVICE ROADS	_____	_____
TOTAL C&G SECTION	2	_____
TOTAL SHOULDER SECTION	2	_____

NUMBER OF :	
-Y- LINES > 300'	_____
-Y- LINES < 300'	2
RAMPS, LOOPS	_____
FLYOVERS, C-D's	_____
GORE AREAS	_____
SERVICE ROADS	_____
DRIVEWAYS >100' (REQUIRES GRADE)	1
BRIDGE SITES OVER ROADWAYS	_____
BRIDGE SITES OVER WATERWAYS	_____
WALLS	_____
PARCELS	_____
SUB-CONSULTANTS	_____

SCALE :	UNIT:	FEET
PLAN	1" =	20
PROFILE	1" =	10 H
PROFILE	1" =	1 V
X-SECTIONS	1" =	50

NUMBER OF AT GRADE INTERSECTIONS :	
4 LEG (WITH BULB)	_____
4 LEG (WITHOUT BULB)	1
T (WITH BULB)	_____
T (WITHOUT BULB)	_____
ROUNDBOUT	1
LEFTOVER	_____

PUBLIC HEARING / WORKSHOP (Y/N) :	
PREPARE MAP	Y
ATTEND MAP REVIEW MEETING	N
ATTEND HEARING / WORKSHOP	N
OVERNIGHT STAY	N
ATTEND POST PUBLIC HEARING MEETING	Y

NUMBER OF INTERCHANGES :	
DIAMOND	_____
CLOVERLEAF	_____
SPUI	_____
DDI	_____
MULTILEVEL	_____

DESIGN EXCEPTION PACKAGE (Y/N) :	N
---	---

CAPACITY ANALYSIS (Y/N) :	N
----------------------------------	---

CONSTRUCTION PHASING NARRATIVE (Y/N) :	N
---	---

WALLS REQUIRING ENVELOPE	UNIT:	FEET
NOISE	0	_____
RETAINING (ROADWAY PAY ITEM)	0	_____

NUMBER OF PLAN SHEETS :	
-L-	2
-Y-	0
SERVICE ROADS	0
DETOURS	0
INTERCHANGE DETAIL	0

NUMBER OF FIELD INSPECTIONS :	1
OVERNIGHT STAY (Y/N)	N

NUMBER OF X-SECTIONS PER SHEET :	4
---	---

PLAN PREPARATION STAGE (Y/N) :	
R/W	Y
LET	Y

Roadway Workday Estimate

HL-0049

TIP NUMBER

Summit Design & Engineering FIRM

Description	TOTAL	WORKDAYS								NOTES:
	EMPLOYEE	(ND)	(FJ)	(JJ)						
CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN							
2RD2	WORKDAYS									
Design Criteria and Associated Typical Sections	0.75	0.25	0.50							
Horizontal and Vertical Layout for L	2.50		1.50	1.00						
Horizontal and Vertical Layout for Y lines, service roads, loops, ramps	0.25		0.25							
Horizontal and Vertical Layout for Detours										
3D Model for mainline and y-lines	3.13	0.13	1.50	1.50						
3D Model for intersections, driveways, and small y-lines	0.50		0.50							
Right of Way and Easement Layout	0.50			0.50						
Maintenance of Traffic Narrative	0.25	0.25								
Potential Retaining Wall Location Evaluation										
Incorporate retaining walls into plans and develop retaining wall envelopes										
Design Public Meeting/Hearing Maps										
Prepare Title Sheet, Typical Sections, and Earthwork summary	1.75	0.25	0.50	1.00						
Sheeting for Plans, Profiles, Cross sections	1.00		0.50	0.50						
Complete the Draft Design Recommendation Plan Set and QC	1.75	0.25	1.00	0.50						
Design Recommendation Plan Set Review and Finalization	1.25	0.25	0.50	0.50						
Complete Design Exception Checklist	0.25			0.25						
Formalize Design Exceptions										
Prepare and submit design review request for NCDOT IMD review of roadway design plans										
Value Engineering Study Coordination (in support of 2VM1)										
Location and Design Approval (LADA) (EA and EIS projects only)										
Task Management	2.00	1.00	1.00							
Complete QC Procedures	2.00	1.00	1.00							
2RD1 Misc. Item: RaB Detail Sheets	3.00		1.00	2.00						
2RD1 Misc. Item:										
2RD1 Misc. Item:										
2RD1 Misc. Item:										
2RD1 Misc. Item:										
Incorporate Geotechnical Recommendations	0.50			0.50						
Incorporate Hydro into Plans, Profiles, and X-sections	1.00		0.25	0.75						
Refine Right of Way and Easements on Plans	0.25			0.25						
Complete the Field Inspection Plan Set submittal (PDFs and supporting electronic files)	1.25		1.00	0.25						
Attend Field Inspection Review Meeting	1.00	0.50	0.50							
VMO Constructability Review (see 2VM3)										
Construction Estimate Quantities	1.13		0.38	0.75						
Task Management	1.00	0.50	0.50							
Complete QC Procedures	0.75	0.25	0.50							
2RD2 Misc. Item:										
2RD2 Misc. Item:										
2RD2 Misc. Item:										
2RD2 Misc. Item:										
2RD2 Misc. Item:										
TOTAL STAGE 2 WORKDAYS	27.75	4.63	12.88	10.25						

3RD1	WORKDAYS										NOTES:
Incorporate noise wall locations from Design Noise Report											
Complete Right-of-Way Plan Set (PDFs and supporting electronic files)	4.00		1.50	2.50							
Attend Plan-in-Hand Review Meeting	1.00	0.50	0.50								
Pavement Management Coordination	0.25		0.25								
Construction Estimate Quantities	1.50		0.50	1.00							
Conduct Permit Drawing Consistency Review	0.25	0.13	0.13								
Task Management	1.50		0.50	1.00							
Complete QC Procedures	0.75	0.25	0.50								
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
TOTAL STAGE 3 WORKDAYS	9.25	0.88	3.88	4.50							

4RD1	WORKDAYS										NOTES:
Review Set of Final Plans	2.25	0.25	1.00	1.00							
Final Construction Quantities	1.63	0.13	0.50	1.00							
Sealed Contract Roadway Design Plans	0.88	0.13	0.25	0.50							
Task Management	2.00	1.00	1.00								
Complete QC Procedures	0.75	0.25	0.50								
4RD1 Misc. Item:											
4RD1 Misc. Item:											
4RD1 Misc. Item:											
4RD1 Misc. Item:											
4RD1 Misc. Item:											
TOTAL STAGE 4 WORKDAYS	7.50	1.75	3.25	2.50							

TOTAL ESTIMATED WORKDAYS:	TOTAL	WORKDAYS							
	CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN					
	44.50	7.25	20.00	17.25					

Roadway Supplemental Workday Estimate

HL-0049

TIP NUMBER

Summit Design & Engineering FIRM

SUPPLEMENTAL REASON, Key the reason on the OVERALL SUMMARY worksheet

Description <small>v in green are standard tasks following standard scopes. The tasks should not be modified unless this hat case they can be written over or deleted but do not cut/paste. Keep tasks in the correct phase 2RD1/2RDs, 3RD1, 4RD1.</small>	TOTAL	WORKDAYS							NOTES:
	EMPLOYEE	(ND)	(FJ)	(JJ)					
	CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN					
2RD2 - SUPPLEMENTAL	WORKDAYS								
Design Criteria and Associated Typical Sections									
Horizontal and Vertical Layout for L									
Horizontal and Vertical Layout for Y lines, service roads, loops, ramps									
Horizontal and Vertical Layout for Detours									
3D Model for mainline and y-lines									
3D Model for intersections, driveways, and small y-lines									
Right of Way and Easement Layout									
Maintenance of Traffic Narrative									
Potential Retaining Wall Location Evaluation									
Incorporate retaining walls into plans and develop retaining wall envelopes									
Design Public Meeting/Hearing Maps									
Prepare Title Sheet, Typical Sections, and Earthwork summary									
Sheeting for Plans, Profiles, Cross sections									
Complete the Draft Design Recommendation Plan Set and QC									
Design Recommendation Plan Set Review and Finalization									
Complete Design Exception Checklist									
Formalize Design Exceptions									
Prepare and submit design review request for NCDOT IMD review of roadway design plans									
Value Engineering Study Coordination (in support of 2VM1)									
Location and Design Approval (LADA) (EA and EIS projects only)									
Task Management									
Complete QC Procedures									
2RD1 Misc. Item:									
2RD1 Misc. Item:									
2RD1 Misc. Item:									
2RD1 Misc. Item:									
2RD1 Misc. Item:									
Incorporate Geotechnical Recommendations									
Incorporate Hydro into Plans, Profiles, and X-sections									
Refine Right of Way and Easements on Plans									
Complete the Field Inspection Plan Set submittal (PDFs and supporting electronic files)									
Attend Field Inspection Review Meeting									
VMO Constructability Review (see 2VM3)									
Construction Estimate Quantities									
Task Management									
Complete QC Procedures									
2RD2 Misc. Item:									
2RD2 Misc. Item:									
2RD2 Misc. Item:									
2RD2 Misc. Item:									
2RD2 Misc. Item:									
TOTAL STAGE 2 WORKDAYS									
3RD1 - SUPPLEMENTAL	WORKDAYS								
Incorporate noise wall locations from Design Noise Report									
Complete Right-of-Way Plan Set (PDFs and supporting electronic files)									

Attend Plan-in-Hand Review Meeting											
Pavement Management Coordination											
Construction Estimate Quantities											
Conduct Permit Drawing Consistency Review											
Task Management											
Complete QC Procedures											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
3RD1 Misc. Item:											
TOTAL STAGE 3 WORKDAYS											

4RD1 - SUPPLEMENTAL	WORKDAYS										NOTES:	
Review Set of Final Plans												
Final Construction Quantities												
Sealed Contract Roadway Design Plans												
Task Management												
Complete QC Procedures												
4RD1 Misc. Item:												
4RD1 Misc. Item:												
4RD1 Misc. Item:												
4RD1 Misc. Item:												
4RD1 Misc. Item:												
TOTAL STAGE 4 WORKDAYS												

TOTAL ESTIMATED WORKDAYS:	TOTAL	WORKDAYS								
	CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN						

Roadway Lighting Workday Estimate

HL-0049

TIP NUMBER

Summit Design & Engineering FIRM

Description <small>Below in green are standard tasks following standard scopes. The tasks should not be modified unless in that case they can be written over or deleted but do not cut/paste. Keep tasks in the correct phase 2RD1/2RDs, 3RD1, 4RD1.</small>	TOTAL	WORKDAYS								NOTES:
	EMPLOYEE	(ND)	(FJ)	(JJ)						
	CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN						
2RD2	WORKDAYS									
Initial Lighting Assessment										
Lighting Evaluation										
Coordinate with local government on lighting needs										
2RD1 Misc. Item:										
2RD1 Misc. Item:										
2RD1 Misc. Item:										
TOTAL STAGE 2 WORKDAYS										

3RD1	WORKDAYS									NOTES:
Complete Lighting Layout										
Lighting Design Package										
3RD1 Misc. Item:										
3RD1 Misc. Item:										
3RD1 Misc. Item:										
3RD1 Misc. Item:										
TOTAL STAGE 3 WORKDAYS										

TOTAL ESTIMATED WORKDAYS:	TOTAL	WORKDAYS							
	CLASSIFICATION	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN					

PLEASE CHECK IF THIS IS THE INITIAL ESTIMATE

TIP NUMBER : HL-0049
 COUNTY : Rowan
 FIRM: Summit Design & Engineering

ROADWAY INITIAL PEF DIRECT & IN-DIRECT SALARY COST					
CLASSIFICATION	EMPLOYEE NAME	WORKDAYS		RATE / HOUR	COST
PROJECT ENGINEER	(ND) Neil Dean, PE	7.25	x	\$ 84.13	\$ 4,879.54
DESIGN ENGINEER	(FJ) Faith Jahnke	20.00	x	\$ 45.43	\$ 7,268.80
SENIOR TECHNICIAN	(JJ) Josh Jernigan	17.25	x	\$ 33.65	\$ 4,643.70
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
TOTAL NUMBER OF WORKDAYS		44.50			
Total Direct Salary					\$ 16,792.04
Overhead				171.12%	\$ 28,734.54
Subtotal					\$ 45,526.58
Fee				9.00%	\$ 4,097.39
Cost of Capital				0.25%	\$ 41.98
TOTAL DIRECT & INDIRECT SALARY COSTS					\$ 49,665.95
TOTAL DIRECT NON-SALARY COST					\$ 246.90
TOTAL ROADWAY COST					\$ 49,912.85

Notes:

Rate = Rate Per Workhour

Direct Salary = Workdays x Rate x 8

OH = OH Rate (as approved by the Fiscal Section) x Total Direct Salary

Subtotal = Direct Salary + OH

Fee = 9% x Subtotal

COC = COC Rate (as approved by the Fiscal Section) x Total Direct Salary

Total Direct and Indirect Salary Costs = Subtotal + Fee + COC

Total Direct Non-Salary Costs is calculated on the "TRAVEL & MISC." tab

Total Roadway Costs = Total Direct & Indirect Salary Costs + Total Direct Non-Salary Costs

SUPPLEMENTAL ONLY

INITIAL PEF DIRECT & IN-DIRECT SALARY COST					
CLASSIFICATION	EMPLOYEE NAME	WORKDAYS		RATE / HOUR	COST
PROJECT ENGINEER	(ND) Neil Dean, PE	0.00	x	\$ 84.13	\$ -
DESIGN ENGINEER	(FJ) Faith Jahnke	0.00	x	\$ 45.43	\$ -
SENIOR TECHNICIAN	(JJ) Josh Jernigan	0.00	x	\$ 33.65	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
TOTAL NUMBER OF WORKDAYS		0.00			
Total Direct Salary					\$ -
Overhead				171.12%	\$ -
Subtotal					\$ -
Fee				9.00%	\$ -
Cost of Capital				0.25%	\$ -
TOTAL DIRECT & INDIRECT SALARY COSTS					\$ -

EXCLUDING SUPPLEMENTAL

INITIAL PEF DIRECT & IN-DIRECT SALARY COST					
CLASSIFICATION	EMPLOYEE NAME	WORKDAYS		RATE / HOUR	COST
PROJECT ENGINEER	(ND) Neil Dean, PE	7.25	x	\$ 84.13	\$ 4,879.54
DESIGN ENGINEER	(FJ) Faith Jahnke	20.00	x	\$ 45.43	\$ 7,268.80
SENIOR TECHNICIAN	(JJ) Josh Jernigan	17.25	x	\$ 33.65	\$ 4,643.70
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
	0	0.00	x	\$ -	\$ -
TOTAL NUMBER OF WORKDAYS		44.50			
Total Direct Salary					\$ 16,792.04
Overhead				171.12%	\$ 28,734.54
Subtotal					\$ 45,526.58
Fee				9.00%	\$ 4,097.39
Cost of Capital				0.25%	\$ 41.98
TOTAL DIRECT & INDIRECT SALARY COSTS					\$ 49,665.95

RIGHT OF WAY PLAN COSTS

INITIAL PEF DIRECT & IN-DIRECT SALARY COST						
CLASSIFICATION	EMPLOYEE NAME	WORKDAYS		RATE / HOUR	COST	
PROJECT ENGINEER	(ND) Neil Dean, PE	5.50	x	\$ 84.13	\$	3,701.72
DESIGN ENGINEER	(FJ) Faith Jahnke	16.75	x	\$ 45.43	\$	6,087.62
SENIOR TECHNICIAN	(JJ) Josh Jernigan	14.75	x	\$ 33.65	\$	3,970.70
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
TOTAL NUMBER OF WORKDAYS		37.00				
Total Direct Salary					\$	13,760.04
Overhead				171.12%	\$	23,546.18
Subtotal					\$	37,306.22
Fee				9.00%	\$	3,357.56
Cost of Capital				0.25%	\$	34.40
TOTAL DIRECT & INDIRECT SALARY COSTS					\$	40,698.18
TOTAL ROADWAY RIGHT OF WAY PLAN COST					\$	40,698.18

FINAL PLAN COSTS

INITIAL PEF DIRECT & IN-DIRECT SALARY COST						
CLASSIFICATION	EMPLOYEE NAME	WORKDAYS		RATE / HOUR	COST	
PROJECT ENGINEER	(ND) Neil Dean, PE	1.75	x	\$ 84.13	\$	1,177.82
DESIGN ENGINEER	(FJ) Faith Jahnke	3.25	x	\$ 45.43	\$	1,181.18
SENIOR TECHNICIAN	(JJ) Josh Jernigan	2.50	x	\$ 33.65	\$	673.00
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
	0	0.00	x	\$ -	\$	-
TOTAL NUMBER OF WORKDAYS		7.50				
Total Direct Salary					\$	3,032.00
Overhead				171.12%	\$	5,188.36
Subtotal					\$	8,220.36
Fee				9.00%	\$	739.83
Cost of Capital				0.25%	\$	7.58
TOTAL DIRECT & INDIRECT SALARY COSTS					\$	8,967.77
TOTAL DIRECT NON-SALARY COST					\$	246.90
TOTAL ROADWAY FINAL PLAN COST					\$	9,214.67

ROADWAY TRAVEL AND MISCELLANEOUS COSTS

FIRM:	Summit Design & Engineering	TIP NUMBER:	HL-0049			
(A) * BOND (includes DOT and Firm's Record Sets)						
	<u>SUBMITTAL</u>	<u>NO. SHTS.</u>	<u>SETS</u>	<u>TOTAL SHTS.</u>		
	Stage 1 (1RD1)					
	Plans	_____ x _____		= 0		
	Interchange Sheets	_____ x _____		= 0		
	Cross-Sections (11x17)	_____ x _____		= 0		
	Stage 2 (2RD1, 2RD2)					
	Plans	_____ x _____		= 0		
	Interchange Sheets	_____ x _____		= 0		
	Cross-Sections (11x17)	_____ x _____		= 0		
	Stage 3 (3RD1)					
	Plans	_____ x _____		= 0		
	Interchange Sheets	_____ x _____		= 0		
	Cross-Sections (11x17)	_____ x _____		= 0		
	Stage 4 (4RD1)					
	Plans	_____ x _____		= 0		
	Interchange Sheets	_____ x _____		= 0		
	Cross-Sections (11x17)	_____ x _____		= 0		
	PEF's Work Sets					
	Plans	60 x _____	2	= 120		
	Interchange Sheets	_____ x _____		= 0		
	Cross-Sections (11x17)	_____ x _____		= 0		
+	TOTAL PLANS (22" x 34")	120 x \$ 0.42 / sheet		= \$ 50.40		
+	TOTAL INTERCHANGE SHEETS (34" x 68")	0 x \$ 3.50 / sheet		= \$ -		
+	TOTAL CROSS-SECTIONS (11" x 17")	0 x \$ 0.15 / sheet		= \$ -		
(B) XEROX						
+	TOTAL XEROX COPIES (Say)	_____ x \$ 0.09 / sheet		= \$ -		
+	COVERS & BINDING (Say)	_____ x \$ 1.00 / set		= \$ -		
TOTAL REPRODUCTION (A + B)				= \$ 50.40		
(C) TRAVEL						
	PURPOSE of TRIP	TRIPS	MILES	TOTAL	RATE	COSTS
+	Preliminary Field Review	_____ x _____	= 0.00	x	\$ 0.655	= \$ -
+	Public Meeting/Hearing/Workshops	_____ x _____	= 0.00	x	\$ 0.655	= \$ -
+	Field Inspections (Preliminary, Combined, Final)	1 x _____	300.00	= 300.00	x	\$ 0.655 = \$ 196.50
+	Scheduled Reviews/Miscellaneous Meetings with NCDOT	_____ x _____	= 0.00	x	\$ 0.655	= \$ -
+	Miscellaneous Local Meetings	_____ x _____	= 0.00	x	\$ 0.655	= \$ -
+		_____ x _____	= 0.00	x	\$ 0.655	= \$ -
+		_____ x _____	= 0.00	x	\$ 0.655	= \$ -
	PER DIEM	TRIPS	# ATTEND	TOTAL	RATE	COSTS
+	Breakfast	_____ x _____	= 0	x	\$ 9.00	= \$ -
+	Lunch	_____ x _____	= 0	x	\$ 11.80	= \$ -
+	Dinner	_____ x _____	= 0	x	\$ 20.50	= \$ -
+	Lodging	_____ x _____	= 0	x	\$ 85.00	= \$ -
(D) MISC.						
	LIST	NUMBER	RATE	COSTS		
+	Postage	_____ x _____		= \$ -		
+		_____ x _____		= \$ -		
+		_____ x _____		= \$ -		
TOTAL TRAVEL & MISCELLANEOUS COSTS (C + D)				=	\$ 196.50	
TOTALS						
TOTAL REPRODUCTION				=	\$ 50.40	
TOTAL TRAVEL & MISCELLANEOUS COSTS (C + D)				=	\$ 196.50	
TOTAL DIRECT NON-SALARY COSTS				=	\$ 246.90	
NOTES						
*	Use only items that are not included in overhead.					
+	See DOT Guidelines for current maximum allowable non-salary direct costs.					

EROSION CONTROL

PEF NAME: Summit Design & Engineering

PREPARED BY: Brandon Johnson, PE DATE: 6/16/2023

SUBMITTED BY: _____ DATE: _____

TIP NUMBER: HL-0049

PROJECT NUMBER: 0

COUNTY: Rowan

FA NUMBER: 0

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

TASK	CLASSIFICATION	ESTIMATED WORKHOURS						TOTAL	NOTES
		PROJECT MANAGER (DM)	PROJECT ENGINEER (PH)	DESIGN ENGINEER (HY)	SENIOR TECH. (DH)	TECH. / DRAFT.			
2RE1	Initiate Erosion Control and Sediment Plans							0	
1.0	Document Review and Surface Water Delineation for Design Requirements		2	1	1			4	
1.1	Review project's environmental documents for commitments related to E&SC design, mitigation, landscaping, and vegetation re-establishment							0	
1.2	Water Quality Worksheet							0	
1.3	Environmental Document Review							0	
1.4	Conduct Site Visit							0	
2.0	Pre-Design Meeting							0	
3.0	Field Inspection Plans for Clearing & Grubbing and Final Construction Phases							0	
4.0	Design Pipe/Culvert Construction Sequences							0	
5.0	Review Field Inspection E&SC Plan Set and Attend Field Inspection							0	
6.0	ROW/Easement Request File	2	1.5					3.5	
7.0	Task Management	1						1	
8.0	Complete QC/QA Procedures							0	
								0	
								0	
								0	
								0	
								0	
								0	
3RE1	Complete Erosion and Sediment Plans							0	
1.0	Complete E&SC Plans for Clearing and Grubbing Construction Phase							0	
1.1	E&SC Plans for Clearing and Grubbing (C&G)	1	7	2	2			12	
1.2	E&SC Plans for Intermediate Construction Phase							0	
1.3	E&SC Plans for Final Construction Phase	1	7	3	1			12	
1.4	Calculate Matting Requirements for Ditches and Slopes		3	1	1			5	
1.5	Add details, notes, and vegetation management Plans		2	1	1			4	
2.0	Calculate Final E&SC Qualities and Develop Project Specific E&SC Special		1.5	1	1			3.5	
3.0	Apply for other Applicable Permits Related to the E&SC Plans							0	
4.0	Task Management	2						2	
5.0	Complete QC/QA Procedures		2	1	1			4	
								0	
								0	
								0	

												0	
TOTAL WORKHOURS	7	26	10	8	0	51	6.375						
Rates	\$67.31	\$43.27	\$40.87	\$31.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	WORKHOURS	WORKDAYS
Cost	\$471.17	\$1,125.02	\$408.70	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Total Salary Cost _____ \$2,254.89
Overhead Rate 171.12% _____ \$3,858.57
Subtotal _____ **\$6,113.46**
Fee 9.00% _____ \$550.21
Cost of Capital 0.2500% _____ \$5.64
TOTAL SALARY COST \$6,669.31

EROSION CONTROL DIRECT COSTS

A. PRINTING

	<u>No. of Sets</u>	<u>Sheets per Set</u>	<u>Total Sheets</u>	<u>Cost per Sheet</u>	<u>Cost</u>
Full-size Field Inspection Plans			0	\$0.42	\$0.00
Half-size Field Inspection Plans			0	\$0.15	\$0.00
Full-size Final Review Plans			0	\$0.42	\$0.00
Half-size Final Review Plans			0	\$0.15	\$0.00
Full-size Final Plans			0	\$0.42	\$0.00
Half-size Final Plans			0	\$0.15	\$0.00

B. COPIES

Misc. =	# Copies @ Cost/Copy =	<u># Copies</u>	\$0.09	\$0.00
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C. TRAVEL

Field =	# Trips @	<u>Miles per Trip</u>	\$0.655	\$0.00
Meetings =	# Trips @	<u>Miles per Trip</u>	\$0.675	\$0.00

D. PER DIEM

Breakfast	<u>Quantity</u>	\$9.00	\$0.00
Lunch		\$11.80	\$0.00
Dinner		\$20.50	\$0.00
Lodging		\$85.00	\$0.00

E. MISCELLANEOUS EXPENSES

<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Cost Per Unit</u>
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL DIRECT NON-SALARY COSTS = \$0.00

TOTAL DIRECT SALARY AND NON-SALARY COSTS =

\$6,669.31

SIGNING ESTIMATE WORKSHEET

DATE: 6/16/2023
TIP #: HL-0049

CONSULTANT: Summit Design & Engineering

PROJECT #: XXXXXX

PREL EST WORKDAYS: 5.88

EST SIGNING RDWY SHEETS:	2	# DAYS FIELD TRIPS:	(PRELIM)	0 >UTILITY
TOTAL SIGN PLAN SHEETS:	3	# DAYS FIELD TRIPS:	(SUPPORTS)	
# OH STRUCTURES:		# A&B GRND-MT SIGNS:		
# DMS STRUCTURES:		# A&B OVERHEAD SIGNS:		
# Y-LINES - INTERCHANGE:		# D SIGNS		
# Y-LINES - AT GRADE:		SIGNS / SUPPORTS ONLY		
(only count -Y-lines requiring more than a stop sign)		TOT.# A,B,D SIGNS:	0	
ALLOWED ROUNDTRIP MILEAGE PER TRIP:		MILES		

TOTAL # OF SIGNS
NEEDING SUPPORTS:
0.00

TASK	CLASSIFICATION	ESTIMATED WORKHOURS							TOTAL	NOTES
		EMPLOYEE (ND)	(FJ)	(JJ)						
	TEM I	TES III	TE II	TE I	TT V					
PRELIMINARY SIGNING										
Determine Concept	1.000	2.000							3.000	
Field Trip			8.000						8.000	
Select Sign Messages									0.000	
Prepare Prelim Plans		2.000	6.000						8.000	
19.00	HR								0.000	
SIGN DESIGNS										
Spacing Design									0.000	
Check Designs									0.000	
0.00	HR								0.000	
SUPPORT DESIGN										
Determine Elevations									0.000	
Field Trip Elev									0.000	
Design Computation									0.000	
Summary Chart									0.000	
Checking									0.000	
0.00	HR								0.000	
SIGNING PLAN SHEETS										
Drafting/Sheet clean up		2.000	2.000	2.000					4.000	
Prepare Signing Plans	2.000	4.000	8.000						14.000	
Checking	2.000								2.000	
Corrections		2.000	2.000						4.000	
24.00	HR								0.000	
OVERHEAD DRAWINGS										
X-Sections									0.000	
OH Layout									0.000	
Drafting									0.000	
Checking									0.000	
0.00	HR								0.000	
QUANTITIES/CALC SHEETS										
0.00	HR								0.000	
SPECIAL PROVISIONS										
0.00	HR								0.000	
REPRODUCTIONS, PLOTS										
0.00	HR								0.000	

TOTAL DIRECT NON-SALARY COST - - - - - = \$0.00

TOTAL ESTIMATE = \$6,210.68
COST PER WORKDAY = 1057.14

CONSULTANT'S TOTAL = \$6,210.68

CONSULTANT'S TOTAL - TOTAL COST IN_HOUSE ESTIMATE
----- = 0.00%
TOTAL COST IN_HOUSE ESTIMATE

ESTIMATE PREPARED BY: _____

DATE: 6/16/2023

WZTC Cost Estimate

Type:		Summit Design & Engineering	
TIP Project:	HL-0049	Estimate Date:	6/16/2023
WBS #:		Estimator:	Brandon Johnson, PE

		Workday Estimate												
TASKS	CLASSIFICATIONS	TEM I	TES II	TE I									TOTAL	NOTES
	EMPLOYEES' NAMES	(ND)	(FJ)	(JJ)										
2TM2 Initiate Transportation Management Plan		Workday Estimate												
1.0	Complete Concept Temporary Traffic Control (TTC) Plans												0.00	
	Analyze Design Recommendation Plan Set, including Roadway, Preliminary Bridge General Drawings, and Hydraulic Design												0.00	
	Coordinate as necessary with other disciplines/units												0.00	
	Determine Work Zone Capacity, Lane and Road Closure Time Restrictions												0.00	
	Determine Traffic management Strategy for vehicular traffic and pedestrians												0.00	
	Concept Sketches, including overviews and cut sections												0.00	
	Preliminary General notes that include proposed lane and road closure time restrictions and hauling restrictions												0.00	
	Written Construction Staging												0.00	
	Distribution of Concept TTC Plans												0.00	
2.0	Lead TTC Concept Review Meeting												0.00	
	Set up and lead meeting in accordance with guidance in 2TM2												0.00	
	Prepare and distribute agenda, meeting minutes, and action items to complete final TTC plans												0.00	
3.0	Task Management												0.00	
4.0	Complete QC Procedures												0.00	
	Other Tasks:												0.00	
	Brainstorming Meeting with WZTC												0.00	
	Perform field review/site investigation												0.00	
	Attend CFI/FDFI												0.00	
	Attend External Constructibility Review												0.00	
	Other Meetings												0.00	
3TM1 Complete Transportation Management Plan		Workday Estimate												
1.0	Complete Final Unsealed Transportation Management Plan												0.00	
	Coordinate as necessary with other disciplines/units	0.25	0.5										0.75	
	Final TMP Title sheet/Legend/List of Roadway Standard Drawings			0.5									0.50	
	Final General Notes/Local Notes/Transportation Management Strategies			0.5									0.50	
	Final Written Phasing			0.5									0.50	
	Final Offsite Detour Details												0.00	
	Final Special Details												0.00	
	Final Traffic Control Details/Overviews/Cut Sections	0.25	0.5	1									1.75	
	Draft Quantity Estimate			0.25									0.25	
	Draft Intermediate Contract Times		0.25	0.25									0.50	
	Draft Special Provisions	0.25	0.25										0.50	
	Management Plan, Draft Estimate, Provisions, and ICTs for Review	0.25											0.25	
2.0	Complete Sealed Final TMP												0.00	

WZTC Cost Estimate

Type:		Summit Design & Engineering	
TIP Project:	HL-0049	Estimate Date:	6/16/2023
WBS #:		Estimator:	Brandon Johnson, PE

TASKS	CLASSIFICATIONS	Workday Estimate											TOTAL	NOTES	
		TEM I	TES II	TE I											
	EMPLOYEES' NAMES	(ND)	(FJ)	(JJ)											
	Sealed Transportation Managemt Plan	0.25	0.25	0.25											0.75
	Sealed Special Provisions														0.00
	Final Quantity Estimate	0.25	0.25	0.5											1.00
	Final Intermediate Contract Time Documents														0.00
3.0	Task Management	0.25	0.25												0.50
4.0	Complete QC Procedures	0.25	0.25	0.25											0.75
	Other Tasks:														0.00
	Temporary Shoring Meeting														0.00
	Other Meetings														0.00
	ENGINEERING RATES	\$84.13	\$45.43	\$33.65	\$0.00										
	Total Workdays:	2.00	2.50	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.50
	Direct Salary (w/o Overhead):	\$1,346.08	\$908.60	\$1,076.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,331.48
	Overhead *	171.12%													
	TOTAL Direct Salary + Overhead	\$9,032.31													

Cost of Capital:	0.2500%	=	\$8.33
Escalation :	0 Yrs	=	\$0.00
Fee:	9.00%	=	\$812.91
TOTAL Indirect Costs			\$821.24

TOTAL Direct Salary + Overhead + Indirect Costs	=	\$9,853.55
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TOTAL Non-salary Direct Costs:	=	\$0.00
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TOTAL COST ESTIMATE:	=	\$9,853.55
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	Workdays	Cost
NCDOT Estimate	8.50	\$9,853.55
PEF Estimate	8.50	\$9,853.55
% Difference	0.00%	0.00%

* REPRODUCTION COSTS											
SUBMITTALS:		SHEETS	x	SETS	=	Total	@	Each	=	Cost	
25% - Staging											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
50% - Midpoint											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
90% - Pre-Final											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
100% - Final (Pre-Sealed)											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
100% - Final (Sealed)											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
OTHER:		SHEETS	x	SETS	=	Total	@	Each	=	Cost	
Preliminary Design Field Inspection											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
Final Design/Combined Field Inspection											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
Internal Constructability Review											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
External Constructability Review											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
Const. Revisions											
	Full-Size Bond	0	x	0	=	0	@	\$0.42	=	\$0.00	
	Half-Size 11x17	0	x	0	=	0	@	\$0.15	=	\$0.00	
	Full-Size Bond (COLOR)	0	x	0	=	0	@	\$3.00	=	\$0.00	
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	\$1.66	=	\$0.00	
MISCELLANEOUS XEROX COPIES		SHEETS					@	Each	=	Cost	
	TOTAL 8 1/2 x 11 XEROX COPIES (Say)	0					@	\$ 0.09	=	\$0.00	
	TOTAL 11 x 17 XEROX COPIES (Say)	0					@	\$ 0.15	=	\$0.00	
A.	TOTAL REPRODUCTION COSTS									=	\$0.00

* Include Firm's Record Set, See Engineering Guidelines for current max. allowable non-salary direct costs

** TRAVEL AND MISCELLANEOUS COSTS										
1. TRAVEL:		TRIPS	x	MILES	x	RATE				COST
	PURPOSE of TRIP									
	Field Reviews	0	x	0	x	\$0.655			=	0.00
	Public Meeting/Hearing/Workshops	0	x	0	x	\$0.655			=	0.00
	Field Inspections (Preliminary, Combined, Final)	0	x	0	x	\$0.655			=	0.00
	Scheduled Reviews/Misc. Meetings with NCDOT	0	x	0	x	\$0.655			=	0.00

Miscellaneous Local Meetings	0	x	0	x	\$0.655	=	0.00
	0	x	0	x	\$0.655	=	0.00
PER DIEM	TRIPS		# ATTEND		AMOUNT		
Breakfast	0	x	0	x	\$9.00	=	0.00
Lunch	0	x	0	x	\$11.80	=	0.00
Dinner	0	x	0	x	\$20.50	=	0.00
Lodging	0	x	0	x	\$85.00	=	0.00
1. SUBTOTAL TRAVEL COSTS						=	\$0.00

2. MISCELLANEOUS:							
EQUIPMENT: LIST							
				NUMBER	RATE		
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
COMMUNICATIONS: LIST							
				NUMBER	RATE		
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
POSTAGE: LIST							
				NUMBER	RATE		
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
OTHER: LIST							
				NUMBER	RATE		
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
				x		=	\$0.00
2. SUBTOTAL MISCELLANEOUS COSTS						=	\$0.00

B. TOTAL TRAVEL & MISCELLANEOUS COSTS						=	\$0.00
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A+B. TOTAL DIRECT NON-SALARY COSTS (sent to 'Salary & Total Cost' Sheet):						=	\$0.00
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** Use Only Items That Are Not Included In Overhead
See Engineering Guidelines for current max.allowable non-salary direct costs

Project TIP HL-0049 WBS PE WBS UT County Rowan

Professional Services Firm Name TELICS
 Contract official Brandon Johnson, PE

Task Order I - UTILITY COORDINATION

Use WBS PE 0

Classification/Name	Utility Coordination Supervisor	Senior Utility Coordinator	Utility Coordinator	Junior Technician	MISCELLANEOUS1	MISCELLANEOUS2	MISCELLANEOUS3								SubTotal
Project Estimate	(CW) Cory Wood	(CK) Chris Kennedy	(JR) John Robertson	(CW) Candi Wood											SubTotal
1UT2	8	0	24	0											32
2UT1	16	0	40	16											72
2UT2															0
3UT1	16	40	24	16											96
3UT2															0
4UT1	8	8	16	8											40
4UT2	8	0	8	0											16
Other Tasks															0
Workhours	56.0	48.0	112.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	256.0
Hourly Rate	\$ 46.00	\$ 32.50	\$ 30.00	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SubTotal	\$ 2,576.00	\$ 1,560.00	\$ 3,360.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,096.00

Invoicing Percentages	Workhours	Workdays	% Work	\$
1UT2	32.0	4.00	12.5%	\$ 2,108.38
2UT1	72.0	9.00	28.1%	\$ 4,743.85
2UT2	0.0	0.00	0.0%	\$ -
3UT1	96.0	12.00	37.5%	\$ 6,325.13
3UT2	0.0	0.00	0.0%	\$ -
4UT1	40.0	5.00	15.6%	\$ 2,635.47
4UT2	16.0	2.00	6.3%	\$ 1,054.19
Other Tasks	0.0	0.00	0.0%	\$ -
Total	256.0	32.00	100.0%	\$ 16,867.01

Overhead	77.66%	\$	6,287.35
Subtotal		\$	14,383.35
Fee	9%	\$	1,294.50
CoC	0.0328%	\$	2.66
Subtotal		\$	15,680.51
Direct Costs		\$	1,186.50
Total Cost		\$	16,867.01

Direct Costs	8'-1/2"x11" B&W	11"x17" B&W	11"x17" Color	Bond (34"x22")	Bond Color (34"x22")	Permit Fees	Overnight Per Diem (Lodging, Breakfast, Lunch, Dinner)	Breakfast Only	Lunch Only	Dinner Only	Lodging Only	Mileage		
1UT2														
2UT1			100		100							1100		
2UT2														
3UT1														
3UT2														
4UT1														
4UT2														
Other Tasks														
Totals	0	0	100	0	100		0	0	0	0	0	1100	0	0
Rate	\$ 0.09	\$ 0.15	\$ 1.66	\$ 0.42	\$ 3.00		\$ 126.30	\$ 9.00	\$ 11.80	\$ 20.50	\$ 85.00	\$ 0.655		
Costs	\$ -	\$ -	\$ 166.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720.50	\$ -	\$ -

Total Project Estimates

	TO I	\$/Workday	Total Project Subtotal	\$/Workday	TOTAL WORKDAYS
Labor & OH & CoC	\$ 15,680.51	\$ 490.02	\$ 15,680.51	\$ 490.02	32
Direct Costs	\$ 1,186.50		\$ 1,186.50		
Totals	\$ 16,867.01		\$ 16,867.01		

0 0 0

Notes

			Subtotals
			\$ -
			\$ 1,186.50
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
0	0	0	\$ 1,186.50
			Total
\$ -	\$ -	\$ -	\$ 1,186.50

NATURAL ENVIRONMENT DIRECT EXPENSES - SUBCONSULTANT 1

FIRM: Mead & Hunt

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

PREPARED BY: Brandon Johnson, PE TASK ORDER NUMBER: 1

TIP NUMBER: HL-0049 WBS NUMBER:

DATE PREPARED: REVIEWED BY UNIT HEAD ON:

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION	UNIT COST	
Travel:	Sedan	0 Trip(s) @	0 miles @	\$0.655	\$0.00
	Carry All	2 Trip(s) @	350 miles @	\$0.675	\$472.50
	Car Rental		0 days @	\$50.00	\$0.00
	Gas for Rental		0 miles @	\$0.200	\$0.00
	Parking:		0 Trip(s) @	\$3.00	\$0.00
	Per Diem:		0 Breakfast	\$9.00	\$0.00
			0 Lunch	\$11.80	\$0.00
			0 Dinner	\$20.50	\$0.00
			0 Lodging	\$85.00	\$0.00
	Subtotal				
TECHNICAL REPORTS:	Reproduction:	200 8 1/2 x 11 B & W Copies @		\$0.09	\$18.00
		0 11 x 17 B & W Copies @		\$0.15	\$0.00
		0 8 1/2 x 11 Color Copies @		\$0.83	\$0.00
		0 11 x 17 Color Copies @		\$1.66	\$0.00
		0 Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
		0 Prints - 24 x 36 @		\$1.30	\$0.00
		0 SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
		0 SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
		0 Cover(s) @		\$0.50	\$0.00
		0 Binder(s) @		\$0.50	\$0.00
		200 Postage	1 copies @	\$0.49	\$98.00
	Subtotal				
Miscellaneous Other					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00
TOTAL					\$588.50

* Sum of all plots

COMMUNITY STUDIES DIRECT EXPENSES - SUBCONSULTANT 1

FIRM: Mead & Hunt

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

PREPARED BY: Brandon Johnson, PE TASK ORDER NUMBER: 1

TIP NUMBER: HL-0049 WBS NUMBER:

DATE PREPARED: 6/16/2023 REVIEWED BY UNIT HEAD ON:

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan	Trip(s) @		miles @	\$0.655	\$0.00
	Carry All	1 Trip(s) @		300 miles @	\$0.675	\$202.50
	Car Rental			days @	\$50.00	\$0.00
	Gas for Rental			miles @	\$0.200	\$0.00
	Parking:		Trip(s) @		\$3.00	\$0.00
	Per Diem:		Breakfast		\$9.00	\$0.00
			Lunch		\$11.80	\$0.00
			Dinner		\$20.50	\$0.00
			Lodging		\$85.00	\$0.00
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
			Blueprints - 42 x 72 @		\$1.30	\$0.00
	Film and Developing:		Roll(s) @		\$20.00	\$0.00
			Subtotal			\$202.50

MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:		Map(s) @		\$7.00	\$0.00
	USGS Maps:		Map(s) @		\$7.00	\$0.00
			Subtotal			\$0.00

TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00
			11 x 17 Color Copies @		\$1.66	\$0.00
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
			Cover(s) @		\$0.50	\$0.00
			Binder(s) @		\$0.50	\$0.00
			Subtotal			\$0.00

DESIGN:	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction:		8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
			11 x 17 B & W Copies @		\$0.15	\$0.00
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
			Mylar - 8 1/2 x 11 @		\$5.90	\$0.00
			Mylar - 36 x 48 @		\$21.00	\$0.00
			Prints - 24 x 36 @		\$3.00	\$0.00

PUBLIC INVOLVEMENT DIRECT EXPENSES - SUBCONSULTANT 1

FIRM: Mead & Hunt

PROJECT DESCRIPTION: Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury

PREPARED BY: Brandon Johnson, PE TASK ORDER NUMBER: 1

TIP NUMBER: HL-0049 WBS NUMBER:

DATE PREPARED: 6/16/2023 REVIEWED BY UNIT HEAD ON:

GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION	UNIT COST			
Travel:	Sedan		Trip(s) @	miles @	\$0.655	\$0.00	
	Carry All		Trip(s) @	miles @	\$0.675	\$0.00	
	Car Rental			days @	\$50.00	\$0.00	
	Gas for Rental			miles @	\$0.200	\$0.00	
	Parking:		Trip(s) @		\$3.00	\$0.00	
	Per Diem:			Breakfast		\$9.00	\$0.00
				Lunch		\$11.80	\$0.00
				Dinner		\$20.50	\$0.00
				Lodging		\$85.00	\$0.00
	Reproduction:			8 1/2 x 11 B & W Copies @		\$0.09	\$0.00
				11 x 17 B & W Copies @		\$0.15	\$0.00
				8 1/2 x 11 Color Copies @		\$0.83	\$0.00
				11 x 17 Color Copies @		\$1.66	\$0.00
				SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00
				SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00
				Cover(s) @		\$0.50	\$0.00
				Binder(s) @		\$0.50	\$0.00
				Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
				Blueprints - 42 x 72 @		\$1.30	\$0.00
	Film and Developing:		Roll(s) @		\$20.00	\$0.00	
Subtotal						\$0.00	
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION	UNIT COST			
County Tax Maps:			Map(s) @	\$7.00	\$0.00		
	USGS Maps:		Map(s) @	\$7.00	\$0.00		
Subtotal						\$0.00	
TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION	UNIT COST			
Reproduction:			8 1/2 x 11 B & W Copies @	\$0.09	\$0.00		
			11 x 17 B & W Copies @	\$0.15	\$0.00		
			8 1/2 x 11 Color Copies @	\$0.83	\$0.00		
			11 x 17 Color Copies @	\$1.66	\$0.00		
			SQ. FT. of Plots (B & W or Color)	<65 SQ. FT.*	\$6.50	\$0.00	
			SQ. FT. of Plots (B & W or Color)	≥65 SQ. FT.*	\$1.50	\$0.00	
			Cover(s) @		\$0.50	\$0.00	
			Binder(s) @		\$0.50	\$0.00	
Subtotal						\$0.00	
DESIGN:	ITEM	QTY	DESCRIPTION	UNIT COST			
Reproduction:			8 1/2 x 11 B & W Copies @	\$0.09	\$0.00		
			11 x 17 B & W Copies @	\$0.15	\$0.00		
			Blueprints - 8 1/2 x 11 @	\$0.35	\$0.00		
			Mylar - 8 1/2 x 11 @	\$5.90	\$0.00		
			Mylar - 36 x 48 @	\$21.00	\$0.00		
			12 Prints - 24 x 36 @	\$3.00	\$36.00		
		Blueprints - 42 x 72 @	\$1.30	\$0.00			

ENVIRONMENTAL POLICY DIRECT EXPENSES - SUBCONSULTANT 1

FIRM:		Mead & Hunt					
Construction of a median on Brenner Avenue from the intersection with US 70/US601 (Jake Alexander Blvd) to Milford Hills Road with a roundabout at Milford Hills Road in Salisbury							
PROJECT DESCRIPTION:							
PREPARED BY:		Brandon Johnson, PE			TASK ORDER NUMBER: 1		
TIP NUMBER:		HL-0049			WBS NUMBER:		
DATE PREPARED:		6/16/2023			REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST		
	Travel:						
		Sedan	Trip(s) @	miles @	\$0.655	\$0.00	
		Carry All	1 Trip(s) @	300 miles @	\$0.675	\$202.50	
		Car Rental		days @	\$50.00	\$0.00	
		Gas for Rental		miles @	\$0.200	\$0.00	
	Parking:						
			Trip(s) @		\$3.00	\$0.00	
	Per Diem:						
				Breakfast	\$9.00	\$0.00	
				Lunch	\$11.80	\$0.00	
				Dinner	\$20.50	\$0.00	
				Lodging	\$85.00	\$0.00	
	Reproduction:						
			8 1/2 x 11 B & W Copies @		\$0.09	\$0.00	
			11 x 17 B & W Copies @		\$0.15	\$0.00	
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00	
			11 x 17 Color Copies @		\$1.66	\$0.00	
				SQ. FT. of Plots (B & W or Color) <65 SQ. FT.*	\$6.50	\$0.00	
				SQ. FT. of Plots (B & W or Color) ≥65 SQ. FT.*	\$1.50	\$0.00	
			Cover(s) @	\$0.50	\$0.00		
			Binder(s) @	\$0.50	\$0.00		
			Blueprints - 8 1/2 x 11 @	\$0.35	\$0.00		
			Blueprints - 42 x 72 @	\$1.30	\$0.00		
Film and Developing:							
			Roll(s) @	\$20.00	\$0.00		
					Subtotal	\$202.50	
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST		
	County Tax Maps:						
				Map(s) @	\$7.00	\$0.00	
	USGS Maps:						
			Map(s) @	\$7.00	\$0.00		
					Subtotal	\$0.00	
TECHNICAL REPORTS:	ITEM	QTY	DESCRIPTION		UNIT COST		
	Reproduction:						
			8 1/2 x 11 B & W Copies @		\$0.09	\$0.00	
			11 x 17 B & W Copies @		\$0.15	\$0.00	
			8 1/2 x 11 Color Copies @		\$0.83	\$0.00	
			11 x 17 Color Copies @		\$1.66	\$0.00	
				SQ. FT. of Plots (B & W or Color) <65 SQ. FT.*	\$6.50	\$0.00	
				SQ. FT. of Plots (B & W or Color) ≥65 SQ. FT.*	\$1.50	\$0.00	
				Cover(s) @	\$0.50	\$0.00	
			Binder(s) @	\$0.50	\$0.00		
					Subtotal	\$0.00	
DESIGN:	ITEM	QTY	DESCRIPTION		UNIT COST		
	Reproduction:						
			8 1/2 x 11 B & W Copies @		\$0.09	\$0.00	
			11 x 17 B & W Copies @		\$0.15	\$0.00	
			Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00	
			Mylar - 8 1/2 x 11 @		\$5.90	\$0.00	
			Mylar - 36 x 48 @		\$21.00	\$0.00	
		Prints - 24 x 36 @		\$3.00	\$0.00		

EXHIBIT "B"

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the City for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (B) above, when federal funds are expended by the City on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback"

Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by the City, during the term of an award for all contracts and subgrants for construction or repair, the Engineer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (D) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (E) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this

procurement process, the Engineer agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (F) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (H) above, when federal funds are expended by the City, the Engineer certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Engineer certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –2 CFR § 200.333

When federal funds are expended by the City for any contract resulting from this procurement process, the Engineer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Engineer further certifies that Engineer will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the City for any contract resulting from this procurement process in excess of \$100,000, the Engineer certifies that the Engineer is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City for any contract resulting from this procurement process, the Engineer certifies that the Engineer will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Engineer agree? YES _____ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Engineer certifies that Engineer is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

CERTIFICATION OF NON-COLLUSION STATEMENT

Engineer certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Engineer agree? YES _____ (Initials of Authorized Representative)

Engineer agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Engineer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Engineer's Name/Company Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative:

_____ Date: _____

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Kelly Baker

Name of Presenter(s): Kelly Baker

Requested Agenda Item: Council to consider approving a contract with Checkmate Government Relations for state lobbying services.

Description of Requested Agenda Item: Council has had a successful relationship with its state lobbyists who worked as division of Kilpatrick, Townsend & Stockton LLP (KTS Strategies). All of the lobbyists formally with KTS Strategies have left the firm to create a separate lobbying firm, Checkmate Government Relations. KTS Strategies has released the City from its existing contract in order to allow Salisbury to move its contract to Checkmate Government Relations for lobbying services. The existing contract for lobbying services was for a one year term beginning July 1, 2023 and ending June 30, 2024. The attached letter engages Checkmate Government Relations effective immediately until expiration on June 30. The new contract maintains the existing pricing structure of \$6,000 per month (\$72,000 annually). Hampton Billips, Ches McDowell and Nelson Freeman are highly regard throughout the state. They have worked closely with the City on state initiatives and represented City interests on several issues over the last 18 months. They have helped build relationships with the City's delegation in the General Assembly and key staff in state agencies in order to move the City's priorities forward and identify funding opportunities.

Attachments: Yes No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item: Council to consider approving a contract with Checkmate Government Relations for state lobbying services.

. Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Kelly Baker, 704-638-5233

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature


Department Head Signature



December 18, 2023

Jim Greene
City of Salisbury

Mr. Greene,

Thank you for the opportunity to represent the City of Salisbury ("Client") in North Carolina. This letter constitutes the proposal of Checkmate Government Relations LLC ("CMGR") to represent Client and, with your approval on behalf of Client, will constitute our agreement ("Agreement").

This Agreement, upon execution, confirms that CMGR has been retained, as an independent contractor and not as an agent, to represent the interests of Client before the North Carolina General Assembly and applicable government entities of the State of North Carolina, providing consulting, monitoring, and government relations services to achieve goals in state policy and/or legislative matters.

It is understood that CMGR will use best efforts in furtherance of this representation. It is understood that Client and CMGR will comply with all applicable requirements of state and federal ethics regulations, state and federal lobbying filing regulations, and state and federal election laws and regulations regarding activities undertaken during the term of this Agreement.

CMGR agrees to maintain all aspects of representation in the utmost confidence and to take all reasonable measures to protect the confidence of Client. All discussions between Client personnel/partners and CMGR staff will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Confidentiality shall survive the termination or expiration of this Agreement.

As compensation for these services, CMGR will be paid a fixed fee of six thousand dollars (\$6,000) per month ("Fee"), payable to CMGR in advance on the first day of each month or upon receipt of invoice from CMGR, commencing December 1, 2023.

In addition to the Fee, Client will be responsible for principal and lobbyist registration fees (\$504 for each entity, per year or as may be changed by the North Carolina Secretary of State or by law) and for expenses related to representation by CMGR on behalf of Client. Any reimbursable expenses over one hundred dollars (\$100) will be submitted for approval before incurred. It is understood that such fees and expenses will be paid within 30 days of receipt of invoice and any required supporting documentation detailing such fees and expenses.

It is understood as part of this Agreement that CMGR may recommend to Client that Client join and/or sponsor certain state, national, or other organizations, and/or retain other outside assets, contractors or service providers to accomplish the goals of the agreed-upon statement of work. There may also be circumstances where it is advantageous for Client to hire or retain additional parties. If any of the aforementioned actions are taken by Client, membership fees, dues, and/or compensation of additional parties retained on behalf of Client shall be the financial responsibility of Client and shall not be part of the Fee covered by this Agreement between Client and CMGR. CMGR acknowledges that the Client retains the sole discretion to take or not take any of these actions.

Nondiscrimination. By signing this Agreement, CMGR, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. CMGR further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, CMGR further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Agreement. This provision shall be binding on the successors and assigns of the CMGR with reference to the subject matter of this Agreement.

Client acknowledges that CMGR has not made any promise or guarantee concerning the outcome or results of the services CMGR will provide or the total amount of fees and expenses which may be incurred by Client as those things are impossible to determine until the services have been completed.

All services will be provided within the context of this Agreement. This Agreement is entered into pursuant to the laws of the State of North Carolina, which laws shall govern its interpretation and enforcement, without regard to conflicts of law principles. Any questions about the terms of this Agreement should be directed to your attorney. Any questions about the status of work by CMGR on behalf of Client should be directed to the attention of Ches McDowell or such person as Mr. McDowell may direct.

Although CMGR employs professionals who maintain licenses as attorneys, this agreement is NOT a contract for legal services. It is understood that any such person employed by CMGR is NOT forming an attorney-client relationship with you and is NOT being hired or held out to be acting in his capacity as an attorney for the course of your representation. Additionally, it is understood that CMGR is NOT a law firm and does not offer legal services, and that Client acknowledges that no one at CMGR has provided Client with legal advice regarding the terms of this Agreement.

This Agreement is binding until terminated by either party for any reason, effective immediately. If any provision of this Agreement shall be deemed unenforceable this Agreement shall be construed as if such provision were not a part of the Agreement and all other provisions shall remain enforceable. This Agreement is binding on the parties hereto and their respective principals, successors, and assigns.

If the foregoing terms are acceptable, please sign below to indicate your approval of this agreement on behalf of Client. We look forward to working with you.

Sincerely,



Charles F. McDowell IV
Managing Partner, Checkmate Government Relations

APPROVED AND AGREED:

BY

NAME

COMPANY

TITLE

DATE

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Kelly Baker

Name of Presenter(s): Kelly Baker

Requested Agenda Item: Council to consider Council liaison appointments for 2023-2025.

Description of Requested Agenda Item: Historically after each election Council approves the Council liaison appointments for the next two years (to coincide with the term of office). The Council liaisons serve as a contact and information conduit for various boards and commissions and community agencies. A list of current liaison appointments is attached. Council is asked to approve the liaison appointments for 2023-2025.

Attachments: Yes No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item: Council to consider Council liaison appointments for 2023-2025.

. Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Kelly Baker, 704-638-5233

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****

For Use in Clerk's Office Only

COUNCIL LIAISON APPOINTMENTS

<u>Board/Commission</u>	<u>2021-2023</u>	<u>2023-2025</u>
ABC Board	Karen Alexander	
Bell Tower Green Committee	Harry McLaughlin	
Centralina Council of Governments	Karen Alexander	
Centralina Council of Governments – Alternate	Tamara Sheffield	
Community Appearance Commission	Tamara Sheffield	
Downtown Salisbury, Inc.	Tamara Sheffield	
Economic Development Commission	David Post	
Fireman’s Relief Fund	Harry McLaughlin	
Housing Advocacy Commission	Harry McLaughlin	
Human Relations Commission	Anthony Smith	
Metropolitan Planning Organization	Karen Alexander	
Metropolitan Planning Organization - <i>Alternate</i>	Tamara Sheffield	
Parks & Recreation Advisory Board	Harry McLaughlin	
Public Arts Commission	Karen Alexander	
Rowan County Tourism Dev. Authority	Karen Alexander	
Rufty-Holmes Senior Center	David Post	
Salisbury-Rowan Community Action Agency	David Post	
Transportation Advisory Board	Anthony Smith	
Tree Board	Harry McLaughlin	
Youth Council	Anthony Smith	

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: January 2, 2024

Name of Group(s) or Individual(s) Making Request: Anne Little for the Human Relations Commission

Name of Presenter(s): Mayor's Announcement

Requested Agenda Item: Announcement for 2024 Martin Luther King, Jr. Celebration Weekend
The Human Relations Commission (HRC) will host the annual Dr. Martin Luther King Jr. Celebration weekend activities Saturday, January 13 through Monday, January 15, 2024. The weekend kicks off with a parade along Main St. to Martin Luther King Jr. Ave ending at the Civic Center. There, the HRC will host a Community Resource Fair where residents will receive health screenings, resources from local agencies, school supplies, and other items from 12 p.m. to 2 p.m.

The weekend activities conclude with the annual MLK Breakfast program on Monday, January 13. Admission is free. Registration is required.

For more information please contact Anne Little at 704-638-5218 or anne.little@salisburync.gov.

Description of Requested Agenda Item:

Attachments: Yes No

Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*

Contact Information for Group or Individual: Anne Little

Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

*****All agenda items must be submitted at least 7 days before the requested Council meeting date*****