



# City of Salisbury

North Carolina

## COUNCIL MEETING AGENDA

**October 17, 2023**  
**6:00 p.m.**

*The meeting will be held in a hybrid format and will be streamed live at [salisburync.gov/webcast](https://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 October 17, 2023 by contacting Connie Snyder at [csnyd@salisburync.gov](mailto: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. Mayor to proclaim the following observances:

MAKE A DIFFERENCE DAY

October 28, 2023

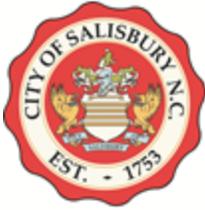
6. Council to consider the CONSENT AGENDA:
  - (a) Approve Minutes of the special meeting of October 3, 2023 and the regular meeting of October 3, 2023.
  - (b) Adopt an Ordinance amending Section 13-338 (parking prohibited at all time) to add the restriction to the south side of Crown Point Drive beginning at the intersection with Carolina Boulevard and ending at the dead-end.
  - (c) Authorize the City Engineer to accept agreements with North Carolina Department of Transportation concerning maintenance of signs (Schedule A), markings and markers (Schedule B), traffic signals (Schedule C), and the computerized traffic signal system (Schedule D).
  - (d) Approve a right-of-way encroachment for the installation of approximately 956 linear feet of directional bore duct by Conterra in the 3400 block of South Main Street per Section 11-24(27) of the City Code and subject to an approved encroachment by the North Carolina Department of Transportation.
  - (e) Approve a two-year contract extension with MTO, Inc. in the amount of \$158,276.92 for one year with a price adjustment allowed in year two for facility cleaning services. Funds for the contracted service are included in the FY2023-2024 adopted budget.

**COUNCIL MEETING AGENDA – PAGE 2 – OCTOBER 17, 2023**

- (f) Authorize the City Manager to approve Purchase Order 240488 in the amount of \$169,000 for the purchase of used TL3 Petersen Lightning Loader and adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$169,000 to appropriate insurance claim proceeds.
  
- 7. 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.
  
- 8. Council to consider an incentive grant to Crow Holdings equal to 90% of taxes paid on the estimated \$11.92 million taxable investment to an existing facility. The total estimated value of the grant is \$184,376 to be paid in annual installments for a period not to exceed three years: *(Presenter – EDC Vice-President Scott Shelton)*
  - (a) Receive a presentation from staff
  - (b) Hold a public hearing
  - (c) Consider approving an incentive to Crow Holdings.
  
- 9. Council to consider closing an alley located off the 800 block of North Jackson Street: *(Presenter – City Engineer Wendy Brindle)*
  - (a) Receive a presentation from staff
  - (b) Hold a public hearing
  - (c) Consider adopting a Resolution accepting an offer of dedication of the right-of-way
  - (d) Consider approving an Order closing the alley off the 800 block of North Jackson Street.
  
- 10. Council to consider adopting an Ordinance designating the “Wright-Hobson House” located at 302 South Fulton 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 “Wright-Hobson House” located at 302 South Fulton Street as a Local Historic Landmark.
  
- 11. Council to receive an update regarding a community survey that will contribute to the development of the 10-Year Housing Strategy. *(Presenter – Planning and Neighborhoods Director Hannah Jacobson)*
  
- 12. Council to consider appointments to various Boards and Commissions.
  
- 13. City Attorney’s Report.
  
- 14. City Manager’s Report.
  
- 15. Council’s Comments.

**COUNCIL MEETING AGENDA – PAGE 3 – OCTOBER 17, 2023**

16. Mayor Pro Tem's Comments.
17. Mayor's Announcements and Comments.
  - (a) The 13<sup>th</sup> annual BlockWork neighborhood improvement project will take place Saturday, October 28<sup>th</sup> in the 200 and 300 blocks of Lloyd Street in the West End neighborhood. The Community Appearance Commission and Housing Advocacy Commission are seeking volunteers to help with exterior home repairs. T-shirts, gloves, meals and drinks will be provided. Sign up to volunteer by visiting [www.salisburync.gov/Blockwork](http://www.salisburync.gov/Blockwork) by Friday, October 20th.
  - (b) The Salisbury Sculpture Show hosted by the Public Art Commission is returning for its 16<sup>th</sup> year. Artists are encouraged to submit their best outdoor sculptures to be in the show. Neighborhoods can apply to host a sculpture by completing an online application at [www.salisburync.gov/NeighborhoodSculpture](http://www.salisburync.gov/NeighborhoodSculpture). The deadline for both artists and neighborhoods is December 22, 2023. For more information or to apply visit [www.salisburync.gov/Sculptureshow](http://www.salisburync.gov/Sculptureshow).
  - (c) The next regularly scheduled meeting of City Council will be held Wednesday, November 8, 2023 at 6:00 p.m. The meeting has been rescheduled to accommodate the November 7 election.
18. Adjourn.



# *City of Salisbury*

*North Carolina*

## **PROCLAMATION**

**WHEREAS**, October 28, 2023 is National Make a Difference Day; and

**WHEREAS**, the BlockWork Neighborhood Improvement Project will be held this year on October 28<sup>th</sup> on “Make A Difference Day”; and

**WHEREAS**, the Community Appearance Commission of the City of Salisbury initiated BlockWork in 2011 to make a difference in neighborhoods one block at a time; and

**WHEREAS**, the Housing Advocacy Commission will partner with the Community Appearance Commission for the 2023 BlockWork Project; and

**WHEREAS**, the 200 and 300 blocks of Lloyd Street were selected as the locations for the 2023 BlockWork events; and

**WHEREAS**, the Community Appearance Commission and the Housing Advocacy Commission invite all interested citizens to participate in the work event.

**NOW, THEREFORE**, I, Karen K. Alexander, Mayor of the City of Salisbury DO HEREBY PROCLAIM Saturday, October 28, 2023 as

## **MAKE A DIFFERENCE DAY**

in Salisbury, and recognize the 200 and 300 blocks of Lloyd Street as the City of Salisbury’s 2023 Make a Difference Day Project, and urge citizens to observe this day by participating in the 2023 BlockWork event.

This the 17<sup>th</sup> day of October 2023.

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Karen K. Alexander, Mayor

Salisbury, North Carolina  
October 3, 2023

## **SPECIAL MEETING**

**PRESENT:** Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Tamara Sheffield, 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 5:00 p.m. Councilmember Post attended the meeting via Zoom.

## **ADOPTION OF THE AGENDA**

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt the Agenda as presented. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

## **CLOSED SESSION**

Thereupon, Mayor Pro Tem Sheffield made a **motion** to go into Closed Session concerning the acquisition of property as allowed by NCGS 143-318.11(a)(5) an economic development matter as allowed by NCGS 143-318.11(a)(4) and to consult with an attorney as allowed by NCGS 143-318.11(a)(3). Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

**RETURN TO OPEN SESSION**

Council returned to open session. Mayor Alexander noted no action was taken in closed session.

**ADJOURNMENT**

Motion to adjourn the meeting was made by Mayor Pro Tem Sheffield. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin and Smith voted AYE. (4-0)

The meeting was adjourned at 5:59 p.m.

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Karen Alexander, Mayor

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Connie B. Snyder, City Clerk

Salisbury, North Carolina  
October 3, 2023

## **REGULAR MEETING**

**PRESENT:** Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Tamara Sheffield, 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. Councilmember Post attended the meeting via Zoom. A moment of silence was taken.

## **PLEDGE OF ALLEGIANCE**

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

## **CHANGES TO THE AGENDA**

Mayor Alexander noted the following change to the Agenda:

Item 6g: Authorize the City Manager to approve Purchase Order 240432 in the amount of \$170,412.90 for the purchase of a Ford F550 regular cab bucket truck for the Transportation Department. This item was purchased on a state contract and is included in the FY2023-2024 budget.

## **ADOPTION OF THE AGENDA**

Thereupon, Councilmember McLaughlin made a **motion** to adopt the Agenda as amended. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

Mayor Alexander noted she received a letter of gratitude from Ms. Kay Wilson regarding the service she received from the Customer Service Department. She thanked customer service staff for the excellent service they provide to citizens.

## **PROCLAMATIONS**

Mayor to proclaim the following observances:

FIRE PREVENTION WEEK	October 8-14, 2023
CYBERSECURITY AWARENESS MONTH	October 2023

## **CONSENT AGENDA**

(a) Minutes

Approve Minutes of the special meeting of September 12, 2023 and the special and regular meetings of September 19, 2023.

(b) Budget Ordinance Amendment – Downtown Sustainability Initiative

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$2,500 to appropriate a donation for a downtown sustainability initiative.

ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE A DONATION FROM DOWNTOWN SALISBURY, INC.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 316, and is known as Ordinance 2023-66.)

(c) Budget Ordinance Amendment – Festival De Independencia.

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$3,000 to appropriate donations for expenses related to Festival De Independencia.

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

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 317, and is known as Ordinance 2023-67.)

(d) Budget Ordinance Amendment – Public Art Commission

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$18,970 to appropriate revenue for the Public Art Commission.

ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE PUBLIC ARTS DONATIONS.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 318, and is known as Ordinance 2023-68.)

(e) Contract – Duke’s Root Control, Inc.

Authorize the City Manager to execute a contract with Duke’s Root Control, Inc. in the amount of \$125,350 for the Grant’s Creek sewer interceptor inspection services. The project is included in Salisbury-Rowan Utilities’ Capital Improvement Plan and funding is included in the FY2023-2024 budget.

(f) Contract – Veolia Water Technologies, Inc.

Authorize the City Manager to execute a contract with Veolia Water Technologies, Inc. in the amount of \$241,866.40 for the Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) Improvements Project. The project is included in Salisbury-Rowan Utilities Capital Improvement Plan and funding is included in the FY2023-2024 budget.

(g) Approval – Purchase Order 240432

Authorize the City Manager to approve Purchase Order 240432 in the amount of \$170,412.90 for the purchase of a Ford F550 regular cab bucket truck for the Transportation Department. This item was purchased on a state contract and is included in the FY2023-2024 budget.

(h) Incentive Grant Request – Project Crowe

Receive an incentive grant request for personal property investment for “Project Crowe” and set a public hearing for October 17, 2023 to receive public input. The company is considering the 713,000 square foot building currently under construction by Crowe Holdings located on Peeler Road as a location for its new facility. The request is for a three-year incentive grant equal to 90% of the new taxes paid on the estimated \$11.92 million taxable investment. The total estimated value of the grant is \$184,376 and will be paid in annual installments for a term not to exceed three years. The Economic Development Commission plans to ask the Board of Commissioners to also consider a request at its October 16, 2023 meeting.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt the Consent Agenda as amended. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

## 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.

## STREET CLOSURE – UNIMPROVED PORTION OF CHERRY STREET

Transportation Director Wendy Brindle noted the request before Council is to permanently close an unimproved portion of Cherry Street. She stated the parcel was owned by Southside Baptist Church and includes a home that was used as the church parsonage. She explained the church sold the parsonage and the unimproved portion of Cherry Street serves as the driveway for the home.

Ms. Brindle explained according to State Statute once the unimproved portion of Cherry Street is closed it will be divided evenly between the adjacent parcels. She noted in this case, the church granted its half to the property owner as noted on the survey. She stated Council adopted a Resolution to set the public hearing and everything has been done in accordance with North Carolina General Statute 168-299. She added Council's next step is to hold the public hearing to determine that closing the right-of-way is not contrary to the public interest and that no one will be deprived of reasonable means of ingress egress to their property. She noted after Council conducts the public hearing and if it can make the two findings it will adopt a Resolution accepting the street right-of-way and adopt an Order to close the street right-of-way.

Mayor Alexander convened a public hearing, after due notice, regarding the proposed street closing.

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

Thereupon, Councilmember Smith made a **motion** to adopt a Resolution pertaining to the proposed closing of an unimproved portion of Cherry Street located off of the 500 block of Morlan Park Road. The closing is not contrary to the public interest and no one will be deprived of reasonable means of ingress and egress to their property. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

**RESOLUTION PERTAINING TO THE PROPOSED CLOSING OF AN UNIMPROVED PORTION OF CHERRY STREET LOCATED OFF OF THE 500 BLOCK OF MORLAN PARK ROAD.**

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No. 37, and is known as Resolution 2023-29.)

Thereupon, Councilmember McLaughlin made a **motion** to adopt an Order closing an unimproved portion of Cherry Street. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

(The above Order is recorded in full at the Register of Deeds and maintained in the City Clerk's Alley Closing File dated October 3, 2023.)

### **VOLUNTARY ANNEXTION – 1810 ENON CHURCH ROAD**

Planning and Neighborhoods Director Hannah Jacobson addressed Council regarding the voluntary satellite annexation of 40.31 acres, located on 1810 Enon Church Road and identified as Tax Map 329 and Parcels 030 and 385, effective October 3, 2023. She noted the parcels to be annexed are located in the northwest quadrant of the intersection of Woodleaf and Enon Church Roads.

Ms. Jacobson stated the parcels are in the City's Extraterritorial Jurisdiction (ETJ) just outside the City limits. She indicated an application has been filed to rezone the property to General Residential (GR-6) which would allow townhomes.

Mayor Alexander convened a public hearing, after due notice, regarding the voluntary annexation of 1810 Enon Church Road.

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

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt an Ordinance to extend the corporate limits of the City of Salisbury, North Carolina, to include 40.31 acres, identified as Tax Map 329 Parcels 030 and 385 located at 1810 Enon Church Road, effective October 3, 2023. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 40.31 ACRES, IDENTIFIED AS TAX MAP 329 PARCELS 030 AND 385 LOCATED AT 1810 ENON CHURCH ROAD, EFFECTIVE OCTOBER 3, 2023.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 319-321, and is known as Ordinance 2023-69.)

### **HALL GYM ROOF**

Public Works Director Chris Tester addressed Council regarding contracts with Garland/DBS, Inc. in the amount of \$26,003.34 for the purchase of materials and with GMG Roofing in the amount of \$43,012 for the installation of the single story roof on the east side of Hall Gym. He stated the roof over the east wing of Hall Gym was installed in 2001 and has

exceeded its life expectancy. He added the replacement is part of the revitalization plan for the gym. He indicated GMG Roofing submitted the lowest bid at \$43,012. He pointed out materials for the project will be purchased directly from Garland under OMNIA, a government approved cooperative purchasing contract. He added the total project cost is \$69,015.34.

City Manager Jim Greene noted roof replacement is very expensive and there are limited contractors to do the work. He thanked staff for its work to get the roof replaced at the lowest possible cost.

Councilmember McLaughlin asked about the life expectancy of the new roof. Mr. Tester explained by using the co-op the City will receive a one-year installation warranty and a 15-year material warranty. Councilmember Post asked if the roof for Hall Gym is included in the budget. Mr. Tester agreed. Councilmember Smith asked about the timeline for the project. Mr. Tester stated the project should be completed in time for basketball season.

Thereupon, Councilmember McLaughlin made a **motion** to authorize the City Manager to execute contracts with Garland/DBS, Inc. in the amount of \$26,003.34 for the purchase of materials and with GMG Roofing in the amount of \$43,012 for the installation of the single story roof on the east side of Hall Gym. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

## **CONCORD GROVE SEWER INFRASTRUCTURE IMPROVEMENTS**

Salisbury-Rowan Utilities (SRU) Assistant Director Jason Wilson stated Ellis Land Investment Company is proposing a residential development in the town of China Grove. He stated the property will be annexed into the town limits and SRU water and sewer will serve the site. He explained a 4,000 foot gravity sewer extension is possible, but the developer has requested to construct a lift station force main in lieu of that gravity extension. He explained it has been challenging for the developer to obtain access to private parcels. He noted staff agreed to offer the option for a lift station and force main scenario provided the developer compensates the City for 10 years of operating and maintenance cost at \$20,000 per year for a total of \$200,000. He indicated approximately 272 single family residential lots are being proposed for this development.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to authorize the City Manager to execute an agreement with Ellis Land Investment Company, LLC in the amount of \$200,000 for the Concord Grove sewer infrastructure improvements. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Smith voted AYE. (4-0)

## **CITY MANAGER'S COMMENTS**

### (a) **Knuckle Boom Truck Purchase**

City Manager Jim Greene stated the City is having difficulty purchasing equipment. He stated a knuckle boom truck was wrecked and staff is considering using the insurance proceeds to

purchase a knuckle boom truck with low mileage that is in better condition than the one involved in the accident. He pointed out the item would be brought to Council for consideration at its October 17, 2023 meeting. He indicated with Council's approval he would like to send a letter indicating the City's intent to purchase the equipment.

Public Works Director Chris Tester referenced the wrecked knuckle boom truck, and he explained the insurance company has confirmed that the truck is a total loss. He stated the City will receive an insurance check for \$165,800. He indicated through the rental process to cover the truck the Fleet Department discovered a used 2022 rental knuckle boom truck that could be purchased for \$169,000.

Mr. Tester explained State Statute allows an exemption to procurement for the purchase of a used apparatus. He added taxes and tags will be \$5,206 and the Fleet Department located budget savings to cover this cost. He asked Council to consider allowing staff to extend a letter of intent to purchase the truck. By consensus, Council agreed for staff to send a letter of intent to purchase the truck.

Mayor Alexander asked about the savings for purchasing a used truck verses a new truck. Mr. Tester stated a new truck would be priced between \$300,000 and \$350,000 and subject to availability. Mayor Alexander asked about the vehicle's mileage. Mr. Tester stated the truck to be purchased has 12,844 miles on it and the one that was wrecked had 72,763 miles on it.

(b) Miller Recreation Center Reopening

City Manager Jim Greene recognized Parks and Recreation and Public Works staff for its work on the Miller Recreation Center. He stated a reopening took place on Saturday and a lot of improvements have been completed.

**COUNCIL COMMENTS**

Councilmember Smith noted he is excited about the Salisbury Youth Council (SYC) who elected its officers last week. He noted an induction ceremony will take place tomorrow, and he thanked the advisors for all they do for the SYC members.

**MAYOR PRO TEM'S COMMENTS**

Mayor Pro Tem Sheffield stated YSUP Rowan is a youth substance use prevention organization, that has partnered with, Rowan County Health Services, the Centers for Prevention Services, Healthy Rowan, and the Waterworks Visual Arts Center to create an art contest around anti-vaping. She added the contest is for Rowan County high school students and the entry deadline is October 30, 2023. She commented for additional information contact [pa@ysuprowan.org](mailto:pa@ysuprowan.org) or [amy.smith@rowancountync.gov](mailto:amy.smith@rowancountync.gov).

## **MAYOR'S ANNOUNCEMENTS AND COMMENTS**

Mayor Alexander thanked everyone who participated in the Year of the Trail and Move with the Mayor events that took place on Saturday.

(a) **13<sup>th</sup> Annual BlockWork**

Mayor Alexander announced the 13<sup>th</sup> annual BlockWork neighborhood improvement project will take place Saturday, October 28<sup>th</sup> in the 200 and 300 blocks of Lloyd Street in the West End neighborhood. The Community Appearance Commission and Housing Advocacy Commission are seeking volunteers to help with exterior home repairs. T-shirts, gloves, meals and drinks will be provided. Sign up to volunteer by visiting [www.salisburync.gov/Blockwork](http://www.salisburync.gov/Blockwork) by Friday, October 20<sup>th</sup>.

(b) **Salisbury Sculpture Show**

Mayor Alexander announced the Salisbury Sculpture Show, hosted by the Public Art Commission, is returning for its 16<sup>th</sup> year: Neighborhoods can apply to host a sculpture in the upcoming sculpture show by completing an online application at [www.salisburync.gov/NeighborhoodSculpture](http://www.salisburync.gov/NeighborhoodSculpture). Selected neighborhoods will display a sculpture from April 2024 until March 2025. There is no fee to apply. Applications are due by December 22<sup>nd</sup>. Artists are invited to submit their outdoor pieces for consideration in the art installation program by Friday, December 22<sup>nd</sup>. Work from individuals and teams will be considered; student work is encouraged. The application fee is \$30. For more information or to apply visit [www.salisburync.gov/Sculptureshow](http://www.salisburync.gov/Sculptureshow).

(c) **Cultivating Community Conversations**

Mayor Alexander announced the Salisbury Police Department will host Cultivating Community Conversations at First Calvary Baptist Church, located at 432 South Long Street, Tuesday, October 10<sup>th</sup>, at 5:30 p.m. The event will feature engagement between police officers and the community. The public is invited to attend. Food will be served.

## **ADJOURNMENT**

Motion to adjourn the meeting was made by Councilmember McLaughlin. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin and Smith voted AYE. (4-0)

The meeting was adjourned at 6:35 p.m.

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Karen Alexander, Mayor

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Connie B. Snyder, City Clerk

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: 10/17/2023

Name of Group(s) or Individual(s) Making Request: Vickie Eddleman, Traffic Engineering Coordinator

Name of Presenter(s): N/A

Requested Agenda Item: Council to consider amending Chapter 13, Article X, related to parking

### Description of Requested Agenda Item:

Pastor Robin Albright has petitioned the City of Salisbury to restrict parking along the south side of the 800 block of Crown Point Drive. The petition was returned with 80% of property owners being in favor of this change.

Staff is recommending changes to Section 13-338 (Parking prohibited at all time) for the addition of the restriction to the south side of the Crown Point Drive beginning at the intersection with Carolina Blvd and ending at the dead-end. The attached sketch outlines the recommended changes.

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)*

There is no budgetary impact related to this item.

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

City Council to adopt the attached Ordinance amending Section 13-338 (Parking prohibited at all time).

### Contact Information for Group or Individual:

Vickie Eddleman, 704-638-5213, [vtrou@salisburync.gov](mailto:vtrou@salisburync.gov)

Pastor Robin Albright, 980-234-2803

**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

AN ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY  
OF SALISBURY, RELATING TO PARKING

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

SECTION 1. That Section 13-338, Article X, Chapter 13 of the Code of the City of Salisbury be amended to add the underlined or to delete the stricken language as follows:

Sec. 13-338. Parking prohibited at all times

<i>Street</i>	<i>Side</i>	<i>Extent</i>
Crown Point Dr.	South	Beginning at the intersection with Carolina Blvd. to the dead-end

SECTION 2. That all ordinances, or the parts of ordinances in conflict with this ordinance, are hereby repealed to the extent of such conflict.

SECTION 3. That this Ordinance shall be effective upon adoption by the City of Salisbury from and after its passage.

## Petition to Change Parking

We, the undersigned property owners, do hereby petition to restrict parking on the south side of the 800 block of Crown point Dr, from the dead-end to the first intersection with Carolina Blvd, according to section 13-338 (Parking prohibited at all times) of the City Code.

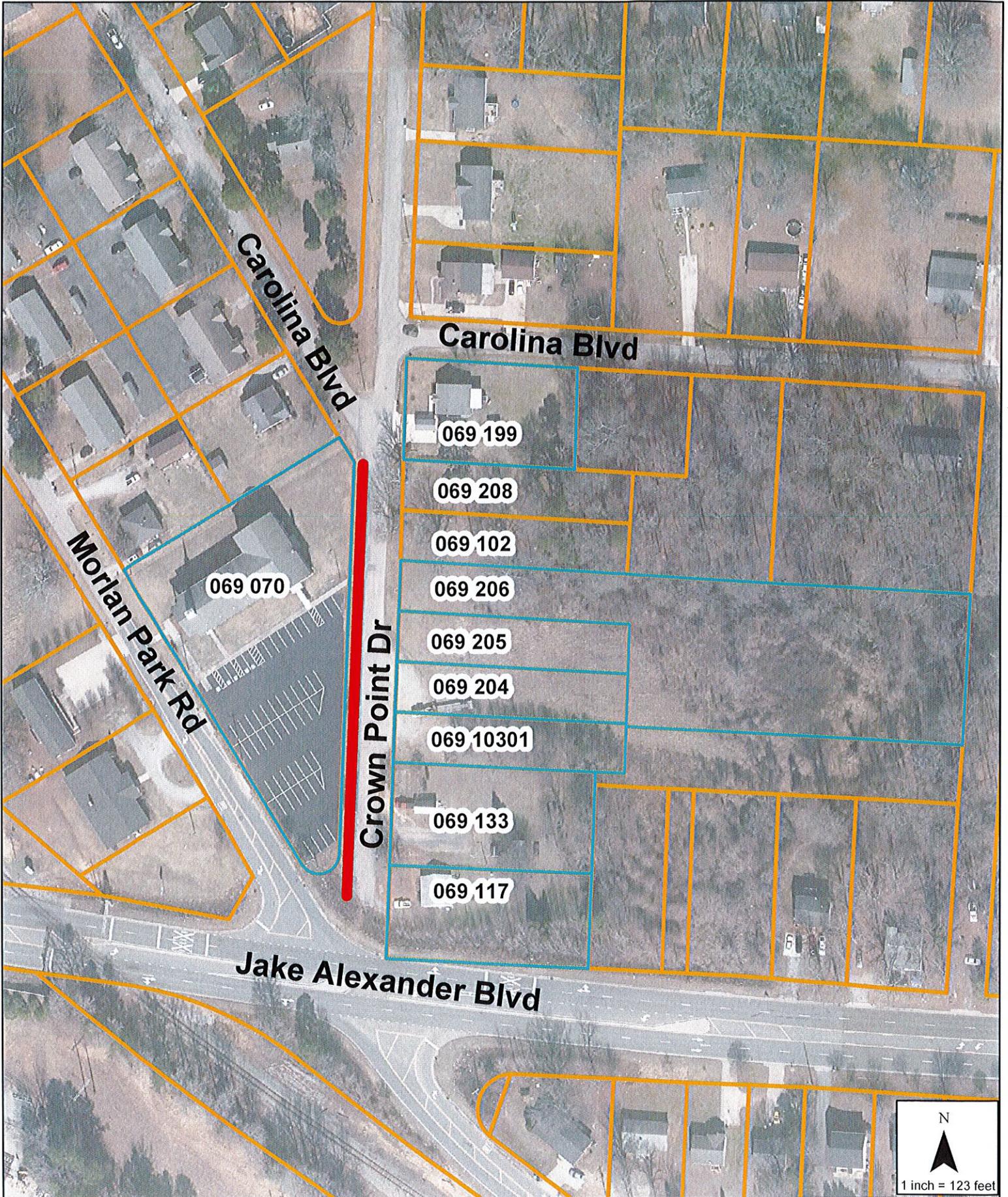
PARCEL	SITE ADDRESS	OWNER'S NAME	MAILING ADDRESS				OWNER'S SIGNATURE
069 070	500 Morlan Park Rd	Southside Baptist Church	517 Morlan Park Rd	Salisbury	NC	28146	<i>Robin Albright (Pastor)</i>
069 133	822 Crown Point Dr	David L & Allen W Davis, C/O Zola B Davis	826 Crown Point Dr	Salisbury	NC	28146	<i>Allen W. Davis Zola B Davis</i>
069 117	826 Crown Point Dr	Zola Belle Davis	826 Crown Point Dr	Salisbury	NC	28146	<i>Zola B Davis</i>
069 102	0 Crown Point Dr	Caleb Sawyer & Emile Waddell	804 1/2 Crown Point Dr	Salisbury	NC	28146	
069 208	0 Crown Point Dr	Lesly Paola Molina	804 Crown Point Dr	Salisbury	NC	28146	
069 199	802 Crown Point Dr	Bennie Isaac Self	802 Crown Point Dr	Salisbury	NC	28146	<i>Bennie Isaac Self</i>
069 204	0 Crown Point Dr	Glass Door Investments, LLC	4311 School House Commons # 213	Harrisburg	NC	28075	<i>[Signature]</i>
069 10301	0 Crown Point Dr	Glass Door Investments, LLC		Harrisburg	NC	28075	<i>[Signature]</i>
069 206	0 Crown Point Dr	Glass Door Investments, LLC		Harrisburg	NC	28075	<i>[Signature]</i>
069 205	0 Crown Point Dr	Glass Door Investments, LLC		Harrisburg	NC	28075	<i>[Signature]</i>

Contact Name: Pastor Robin Albright  
Contact Phone: 980-234-2803

*8 of 10 signed*

City Council to consider restricting public parking on south side of Crown Point Drive, beginning at the intersection with Carolina Boulevard to its dead-end.

This map shows the properties involved in the parking petition. The eight parcels highlighted in blue are in favor of this request. This leaves two parcels for which we do not know their opinions of this request.



# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: 10/17/2023

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

Name of Presenter(s): N/A

Requested Agenda Item: NCDOT Reimbursement Contract for Schedules A (Signs), B (Markings & Markers), C (Traffic Signals) and D (Computerized Traffic Signal System).

**Description of Requested Agenda Item:** The North Carolina General Statutes charge the NCDOT Division of Highways with the responsibility of maintaining the State Highway System. However, within municipalities, the General Statutes permit the Division of Highways to delegate the actual maintenance of the system streets to municipalities qualified to perform the work. A standard reimbursement agreement must be executed with each municipality.

The City has been provided agreements to be executed with NCDOT. These agreements will be allowed to be renewed each subsequent year for the next 5 years. The agreements provided by NCDOT only has one minor change from past agreements. The "not to exceed" amount for reimbursement of Schedule D was increased to \$98,000 from \$45,000. The agreements define maintenance functions and corresponding reimbursement rates. These agreements would be valid for service dates of July 1, 2023 through June 30, 2024, and has requested the signature of the City Engineer.

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)*

Council action will be to authorize the City Engineer to accept agreements with NCDOT concerning maintenance of signs (Schedule A), of markings & markers (Schedule B), of traffic signals and staff (Schedule C), and of the computerized traffic signal system (Schedule D).

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

**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:**

NORTH CAROLINA  
ROWAN COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL  
DEVICES  
SIGNS AGREEMENT  
SCHEDULE A**

DATE: 7/19/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 9.208012

CITY OF SALISBURY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Salisbury, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as signs and supports, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway signs and supports on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains signs and supports on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such signs and supports; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the signs and supports as described below and indicated on the attached Schedule "A".

## **SIGNS**

1. The Municipality will maintain and replace, if necessary, those signs and supports indicated on the attached Schedule "A" that are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of signs and supports within the Municipality except those on the interstate and controlled access highways which the Department will continue to maintain. All signs erected will be of reflectorized sheeting on nonrecycled aluminum and mounted on a "U" channel post or material approved by the Department and indicated by the General Requirements for Schedule "A". The Municipality will be reimbursed for the maintenance and replacement of signs and supports that are the responsibility of the Department only. Reimbursement for signs and supports will be in accordance with the Schedule "A" attached hereto and incorporated herein by reference. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates and/or may adjust the reimbursement rate three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of signs and supports pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for signs and supports pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting

documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year.

4. The Municipality shall not install any signs or supports on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed signs and supports shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of signs and supports locations for adherence according to the guidelines provided by the Department.
5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).
  - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
  - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related

authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
  
10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF SALISBURY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of Salisbury

\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**Municipal Operations Agreement – Traffic Control Devices  
Schedule “A” – Signs**

The Board of Transportation will reimburse the Municipality for the replacement of signs on the following schedule:

- **Signs:** Every 12 years, or if sign is damaged, deteriorated, or otherwise not meeting its intended use.
- **Supports** for new installations or supports that are damaged or otherwise not meeting its intended use.

ITEM	QUANTITY OF ITEM INSTALLED	* REIMBURSEMENT	UNIT	TOTAL PER ITEM
A. 30"x30" Stop – Grade C Sheeting		\$38.72	EA	
B. 36"x36" Stop - Grade C Sheeting		\$58.59	EA	
C. 36"x36" Yield - Grade C Sheeting		\$58.59	EA	
D. 36" RR Warning - Grade B Sheeting (Fluorescent Yellow Color)		\$98.91	EA	
E. Warning Signs: Grade B Sheeting (Fluorescent Yellow-Green Color)				
1. 36"x36" School [Reduced Speed] (S4-5)		\$117.64	EA	
36"x36" School [Advance Symbol] (S1-1)		\$104.31	EA	
48"x48" School [Advance Symbol] (S1-1)		\$203.36	EA	
2. 24"x12" Diagonal Arrow (W16-7)		\$22.58	EA	
30"x18" Diagonal Arrow (W16-7)		\$42.33	EA	
3. 24"x10" Ahead Plaque (W16-7P)		\$18.81	EA	
36"x20" Ahead Plaque (W16-7P)		\$57.95	EA	
48"x30" Ahead Plaque (W16-7P)		\$127.10	EA	
4. 24"x12" XXX FT Panel (16-2)		\$22.58	EA	
30"x18" XXX FT Panel (16-2)		\$42.33	EA	
36"x36" Pedestrian (W11-2)		\$104.31	EA	
36"x36" Bicycle (W11-1)		\$104.31	EA	
5. 24"x8" School (S4-3)		\$15.05	EA	
30"x10" School (S4-3)		\$23.52	EA	
36"x12" School (S4-3)		\$34.77	EA	
36"x36" School Bus Stop Ahead (S3-1)		\$104.31	EA	
9. 24"x18" Share the Road (W16-1)		\$33.87	EA	
F. Other warning and regulatory – Grade C Sheeting		.063 gauge Al @ \$8.31		
		.080 gauge Al @ \$8.68	SF	
		.125 gauge Al @ \$9.85		
G. Guide Signs w/o Z bars(Type D) Grade C Sheeting		Single panel = \$11.83	SF	
		Dbl panel = \$12.53		
H. Guide Signs w/Z bars Grade C Sheeting		\$15.56	SF	
J. 2 lb U channel Posts		\$1.25	LF	
K. 3 lb U channel Posts		\$2.44	LF	
L. 4" X 4" Wood Posts		\$4.00	LF	
M. 4" X 6" or 6" X 6" Wood Posts		\$6.00	LF	
N. Installation of 1 Post Sign or Assembly , Span Wire and Mast Arm		\$25.00	EA	
O. Installation of 2 Post Sign or Assembly		\$35.00	EA	
P. Installation of Z Bar Sign (Type A)		\$500-\$700	EA	
Q. Installation of Z Bar Sign (Type B)		\$250-\$350	EA	
<b>TOTAL MAXIMUM PAYMENT = \$</b>				
<b>(ENTITY)</b>				

\*Sign and support prices shown are current maximum allowable sign reimbursements.

## GENERAL REQUIREMENTS – Schedule A

Signs may be purchased from the Department of Corrections (DOC), fabricated by the Municipality, or purchased from a private sign manufacturer providing the sign meets all NCDOT sheeting and sign fabrication specifications. The NCDOT sheeting specification is available from the Department's website @ <http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/sign/>. The sign fabrication requirements are in Section 901 of the NCDOT Standard Specifications for Roads and Structures. Installation of signs shall be in accordance with the NCDOT Roadway Standard Drawings. The signs and sign installations shall meet all requirements of these specifications and standards for the Municipality to be reimbursed. Reimbursement will be made after sign installations. The Municipality shall meet all requirements of the General Requirements and Appendix A for reimbursement by NCDOT. The Department reserves the right to inspect any signs installed by the Municipality under Schedule A before or after installation.

For reimbursement of sign support(s), the supports and support installations must meet all requirements of Section 903 and 1094 of the NCDOT Standard Specifications for Roads and Structures and the NCDOT Roadway Standard Drawings.

\*If the signs are provided by a private contractor or the Municipality, the reimbursement rate will be the actual cost of the sign as shown on invoice, not to exceed the maximum reimbursement rate shown on Schedule A for each designated sign. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates. Signs ordered from the DOC will be based upon sign prices at the time ordered and payable after installation.

### **NCDOC Information:**

If ordering signs from the Department of Corrections (DOC):

Telephone: 1-800-241-0124

Fax: (919) 716-3974

NCDOC  
2020 Yonkers Road  
Raleigh, NC 27605

NORTH CAROLINA  
ROWAN COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL  
DEVICES  
MARKINGS & MARKERS AGREEMENT  
SCHEDULE B**

DATE: 7/26/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 9.208015

CITY OF SALISBURY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Salisbury, hereinafter referred to as the "Municipality".

**W I T N E S S E T H:**

WHEREAS, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as pavement markings and markers, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway pavement markings and markers on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains pavement markings and markers on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such pavement markings and markers; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the pavement markings and markers as described below and indicated on the attached Schedule "B".

1. The Municipality shall install and maintain pavement markings and markers as indicated on Schedule "B" which are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of pavement markings and markers within the Municipality except those on the interstate and controlled access highways which the Department shall continue to maintain. The Municipality shall use approved pavement marking materials and pavement markers. Reimbursement for pavement markings and markers shall be in accordance with Schedule "B" Markings and Markers, attached hereto and incorporated herein by reference.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of pavement markings and markers pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for pavement markings and markers pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year. The reimbursement rates shown on the attached Schedule "B" shall be increased three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
4. The Municipality shall not install any pavement markings and markers on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative

Code 19A NCAC 2B.0203. Approval for payment of installed pavement markings and markers shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of pavement markings and markers locations for adherence according to the guidelines provided by the Department.

5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).
  - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
  - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
8. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
9. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this

Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

10. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST: CITY OF SALISBURY

BY: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of Salisbury

\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**SALISBURY SCHEDULE "B" MARKINGS and MARKERS**

The Board of Transportation shall reimburse the Municipality for marking the system highways based on the following schedule. **CIRCLE THE LETTER IN FRONT** of the items below to be maintained by the Municipality.

	ITEM	QUANTITY OF ITEM INSTALLED	REIMBURSEMENT	UNIT	TOTAL PER ITEM
A	4" Thermoplastic Pavement Marking Line, 120 mils		\$0.42	LF	
B	4" Thermoplastic Pavement Marking Line, 90 mils		\$0.34	LF	
C	6" Thermoplastic Pavement Marking Line, 120 mils		\$.66	LF	
D	6" Thermoplastic Pavement Marking Line, 90mils		\$0.57	LF	
E	8" Thermoplastic Pavement Marking Line, 120 mils		\$1.34	LF	
F	8" Thermoplastic Pavement Marking Line, 90 mils		\$1.26	LF	
G	12" Thermoplastic Pavement Marking Line, 90 mils		\$1.62	LF	
H	16" Thermoplastic Pavement Marking Line, 120 mils		\$3.70	LF	
I	24" Thermoplastic Pavement Marking Line, 120 mils		\$5.33	LF	
J	Thermoplastic Marking Line Removal, 4"		\$0.50	LF	
K	Thermoplastic Pavement Marking Character, 120 mils		\$65.02	EA	
L	Thermoplastic Pavement Marking Symbol ( single arrow), 90 mils		\$84.11	EA	
M	Thermoplastic Pavement Marking Symbol ( combination arrow), 90 mils		\$120.10	EA	
N	Thermoplastic Pavement Marking Symbol & Character Removal		\$46.81	EA	
O	4" Paint Marking Line *		\$0.12	LF	
P	6" Paint Marking Line *		\$0.25	LF	
Q	8" Paint Marking Line *		\$0.47	LF	
R	12" Paint Marking Line *		\$0.86	LF	
S	16" Paint marking Line *		\$1.09	LF	
T	24" Paint Marking Line *		\$2.39	LF	
U	Paint Pavement Marking Character		\$26.84	EA	
V	Paint Pavement Marking Symbol (single arrow)		\$35.89	EA	
W	Paint Pavement Marking ( combination arrow)		\$42.70	EA	
X	Permanent Raised Pavement marker		\$4.30	EA	
Y	Permanent Snowplowable Raised Pavement Marker		\$22.19	EA	
Z	Permanent Snowplowable Pavement Marker Lens Replacement		\$9.42	EA	
			<b>ANNUAL MAXIMUM PAYMENT = \$5,000</b>		
*This pay item is for one layer of paint. Any other layers will also be paid for under the same pay item.					

## **TRAFFIC MARKINGS AND MARKERS**

### **SCHEDULE "B" GENERAL REQUIREMENTS**

The Municipality shall bill the Division of Highways on a quarterly basis for the pavement marking and markers accomplished by the use of long-life pavement marking material and pavement markers. Long-life pavement markings, paint and markers will be paid for using the unit prices as shown above or as adjusted.

Pavement markings are expected to have a five (5) year life cycle. Placement of pavement markings will be reimbursable on any given roadway once every five (5) years, assuming the replacement is warranted the fifth (5<sup>th</sup>) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the five (5) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department.

Pavement markers are expected to have a life cycle of three (3) years. Placement of pavement markers / snowplowable marker lenses will be reimbursable on any given roadway once every three (3) years, assuming the replacement is warranted the third (3<sup>rd</sup>) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the three (3) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department with the following exception:

Permanent raised markers that have been prematurely removed from the pavement as a result of snow removal should be replaced after the snowplowing season. Replacement of these markers will be considered reimbursable at the unit price listed above.

The Municipality would be expected to keep these markings and markers in good repair according to the NCDOT Standard Practice for Pavement Marking and Marker Maintenance. Engineering judgment should be used by the municipality to determine if markings and or markers meet these replacement criteria. Retroreflectivity measurements may be taken by the NCDOT on an as needed basis or when either party has questioned the status.

Items included on the Schedule "B" may be added or deleted to those checked above by a request in letter form signed by the Mayor, Clerk (or Manager). The letter shall be sent in quadruplicate to the Division Engineer, accompanied by four (4) copies of the Schedule "B" with all appropriate items checked. If the Division Engineer approves the new Schedule "B" he / she shall sign, as approved, all four (4) copies of the Municipality's letter of request. The Division Engineer shall then: 1) forward one copy of the letter and Schedule "B" to the DOT Controller and the State Traffic Engineer. 2) Return a copy of each to the Municipality. 3) Retain a copy of each for his / her file. The new Schedule "B" shall then become effective at the beginning of the next quarter for reimbursement.

NORTH CAROLINA  
ROWAN COUNTY

**MUNICIPAL OPERATIONS - TRAFFIC CONTROL  
DEVICES  
TRAFFIC SIGNALS AGREEMENT  
SCHEDULE C  
DATE: 7/26/2023**

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements:

9.1080SM and 9.2080SM

CITY OF SALISBURY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Salisbury, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the provisions of the North Carolina General Statutes (NCGS) §136-66.1 and §136-18 authorize the Municipality to contract with the Department for the installation, repair, operations, and maintenance of highway signs and markings, electric traffic signals and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to operate traffic signals at certain intersections that are on the State's Highway System within or near the Municipality; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred when the Municipality operates traffic signals at certain intersections that are on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

## **1. GENERAL PROVISIONS**

### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients, shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

## FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## 2. SCOPE OF THE PROJECT

The Municipality shall operate the traffic signals as defined in the Appendices and as indicated hereinafter:

- A. The operation of intersections on the State Highway System, both at the hardware and software levels, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipal System.
- B. In the event the Department and the Municipality cannot agree on issues affecting the operation of these intersections, the decision of the Department will be final.
- C. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The audit is to be performed by the Department and the Municipality.
- D. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.
- E. The Municipality shall operate the traffic signals in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not operate the traffic signals in accordance with the specified criteria, the Department shall have the right to cancel this Agreement.
- F. The Department shall review and concur with any contract entered into by the Municipality for the operation of any traffic signal(s).
  - Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business Enterprise/Women Business Enterprise (MBE/WBE), or as required and defined in NCGS 143-128.2 – 143-128.4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
  - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
  - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **3. TIME FRAME**

This agreement shall be for the current state fiscal year, beginning July 1, 2023 and ending June 30, 2024. At the end of the fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the increase of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, with the end of the final fiscal year of service being June 2029. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

### **4. FUNDING**

The eligible costs of this Project will be reimbursed from State funding.

### **5. REIMBURSEMENT**

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the traffic signals, as included below:

- A. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, operational performance reviews, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.
- B. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.
- C. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- D. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work may not be eligible for reimbursement.
- E. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Department's Division Engineer will provide the necessary forms for documentation.

### **PROCESS**

- F. The Municipality shall submit a quarterly itemized invoice to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will include the appropriate documentation and reflect the amount due for services performed by the Municipality during the quarter. The Department will reimburse the Municipality each quarter for work performed up to a total annual \$140,000 unless additional reimbursements are approved by the Department. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates shown in the Appendices of this Agreement up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality.
- G. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.

## **6. FORCE ACCOUNT**

### **GENERAL**

Work performed by the Municipality's own forces is considered Force Account work. Force account work that is not a part of the operational work included under this Agreement is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Department's Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)). Reimbursement shall be based on the Appendices as included herein.

### **EMERGENCY WORK**

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety, additional information shall be submitted, with each quarterly invoice, to document the emergency situation, actions taken during the occurrence and the resolution. Approval must be obtained from the Department's Division Engineer before reimbursement will be made.

## **7. RECORDS AND REPORTS**

- A. In accordance with NCGS §159-34, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- B. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times

during the Agreement period, and for three (3) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Division Engineer and Financial Management Division.

## 8. ADDITIONAL PROVISIONS

- A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
- B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this work. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the work except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total approved funding at any time.
- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the work performed pursuant to this Agreement. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

- I. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- J. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
- K. By Executive Order 24, issued by Governor Perdue, and NCGS §133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

ATTEST: CITY OF SALISBURY  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

(SEAL) BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:  
CITY OF SALISBURY  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**

***Traffic Signal Operations Program CITY OF SALISBURY***

**NOTE:** The Department requires the Municipality to maintain a Level of Service “C”, or “good”, in order to provide reimbursement. If the operation falls below a Level of Service “C”, or “good”, then the Department may withhold reimbursement under this Agreement. The Department will not reimburse the Municipality for any associated additional costs if the Municipality elects to operate the signals at a higher level of service.

**Key Components of Required “Good” Level of Service:**

1. Maximum Emergency Response Times
  - Trouble calls – 4 hours
  - Repair Knockdowns – 8 hours
  - Absence of a signal indication – Next working day
  - Repair/replace inoperative loops – 15 calendar days
2. Operational Performance Reviews
  - Perform the required minimum tasks at 6-month, 12-month and two-year intervals
  - Replace LED modules after 5 years of service
3. System Component Repairs
  - Repair equipment in a timely manner to support emergency and operational needs
  - Upgrade equipment firmware as appropriate to address items affecting operational efficiency and safety
  - Certify the proper operation of conflict monitors/malfunction management units on an annual basis

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**

Operational Performance Review (OPR) Checklist – "Good" Level of Service

**CITY OF SALISBURY**

		Interval		
		6 MO	12 MO	2 YEARS
Cabinet	Lubricate hinges and lock	X		
	Replace Filters	X		
	Check Door Gasket	X		
	Check Anchor Bolts / Extension Bolts	X		
	Check for water seepage, dust accumulation, reseal base if needed	X		
	Check Grounding Resistance and Bonding Connections and Conductors	X		
	Check for current wiring schematics, Signal plans, and Maintenance Records	X		
	Check condition and operation of fan and thermostat	X		
	Check ground fault receptacle and insure no control equipment plugged into receptacle	X		
	Measure service voltage	X		
	Check interior lamps, replace as required	X		
	Check physical condition of meter / service disconnect	X		
	Clean and vacuum Cabinet	X		
	Visually check Line Filter and surge arrester	X		
	Inspect Foundation and exterior for damage, vandalism and the presence and condition of signal inventory number	X		
Test police panel switches		X		
Place insect and/or rodent poison in cabinet if infestation is present	X			
Conflict Monitor	Verify conflict monitor certification date is within 12 months	X		
	Perform field check of operation. Remove load switch to create red fail and observe response of monitor. Ensure stop timing is implemented.		X	
Load Switches / Flashers	Check load switches and flashers for tight and secure fit into the socket	X		
	Check operation of all indicator lights	X		
Auxiliary Logic	Check for operation as per signal plans	X		

APPENDIX I

Rev. 2/2016

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C

		Interval		
		6 MO	12 MO	2 YEARS
Relays	Visually inspect condition of all relays and replace if necessary	X		
Terminal Connections	Check for discoloration and corrosion	X		
	Tighten all terminal connections	X		
	Check labels and replace as needed	X		
	Check programming of red monitor jumpers if present	X		
	Check condition of all loading resistors	X		
Controllers	Verify date and time, correct any discrepancies (if applicable)	X		
	Verify programming parameters	X		
	Verify proper software version	X		
	Verify operation per signal plan (phasing operation, timings, signal head display, pavement markings, etc.)	X		
	Check all harnesses and connections	X		
	Verify proper operation of any preemption circuits	X		
	Check operation of display and backlight	X		
	Check time clock settings	X		
Check that Posted Speed Limit matches signal plan	X			
Detection Sensors	Inspect condition of all inductive loops and lead-ins; Repair/replace as needed	X		
	Verify proper operation of detection sensors, meg; replace or repair as needed	X		
	Verify loop lead-in cable is twisted in cabinet	X		
	Check loop lead-ins for correct labeling and phase assignments	X		
	Check alignment and proper operation of all out of street detection	X		
Detector Units	Check detector for proper operation and sensitivity	X		
	Verify stretch and delay programming and operation	X		

**APPENDIX I**  
Rev. 2/2016

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**

		Interval		
		6 MO	12 MO	2 YEARS
Pedestrian Push Buttons	Check and actuate push buttons on all approaches of actuated crosswalks and visually verify pedestrian signal operation (Verify operation of all push buttons)	x		
	Check push button lamp (if applicable) for operation	x		
	Check push button alignment and accessibility	x		
	Check audio operation and direction	x		
	Check push button signs; clean or replace if necessary	x		
Pedestrian Heads	Relamp incandescent bulbs or replace LEDs (if needed)		x	
	Check condition, alignment and operation	x		
	Clean lenses and reflectors			x
Signal Heads and Blank Out Signs	Check for proper alignment, operation, and condition	x		
	Check condition of back plates (if used)	x		
	Check for proper height	x		
	Clean lenses, signs and LED modules; replace as needed			x
	Check for wear on the span wire and signal mounting hardware			x
Metal Poles and Mast Arms	Inspect for rust and spot paint as required		x	
	Inspect joints for rust and cracks at arm/upright location and at base plate		x	
	Visually inspect anchor bolts and mast arm bolts for condition and tightness		x	
	Check pole grounding and connections		x	
	Inspect for damage; document and report any damage found		x	
	Check and secure pole caps and hand hole covers		x	
	Inspect all wiring and conduit in pole		x	
	Visually inspect condition of foundation		x	

**APPENDIX I**  
Rev. 2/2016

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C**

		Interval		
		6 MO	12 MO	2 YEARS
Wood Poles and Span Wire	Check pole for splitting	x		
	Check pole below grade for rot	x		
	Check clamps and all hardware	x		
	Check guy wire, anchors, and guards; repair if needed	x		
	Verify all spans are bonded to pole ground	x		
	Check pole grounding and connections	x		
Pull Boxes	Check the ground rod, clamp connection, and bonding of conduits if applicable		x	
	Check all cables in pull box for pinching by lid, including level of pull box		x	
	Check for abnormal amount of water, verify proper drainage		x	
	Check lid for abnormal condition and fit		x	
Systems Equipment	Ensure the controller operates in mode selected by master		x	
	Check any special equipment (transceivers, etc.) for proper operation		x	
	Disconnect controller from master and check for free or backup operation		x	
Conduit	Visually inspect all conduits, repair as needed		x	
Pavement Markings	Verify that pavement markings match intersection plans	x		
	Inspect condition of pavement markings	x		

**Traffic Signals Reimbursement Schedule CITY OF SALISBURY**

The Department will reimburse the Municipality for operation of traffic signals on the following schedule. Place a check beside the value for each function(s) the Municipality agrees to perform under any line item if all functions are not selected. Place a check beside the value under "Total" if the Municipality is to perform all functions for any line item.

**If ALL functions will be selected, please check here:  X**

<u>Item</u>	<u>Emergency Response</u>	<u>Operational Performance Reviews</u>	<u>System Component Repairs</u>	<u>Total</u>
A. Vehicular Signal Section (average of 10 head/int. or 30 section/int.)	<input type="checkbox"/> \$1.26	<input type="checkbox"/> \$10.22		<input type="checkbox"/> \$11.48
B. Pedestrian Signal Head (Average of 4 heads/int.)	<input type="checkbox"/> \$3.15	<input type="checkbox"/> \$20.99		<input type="checkbox"/> \$24.14
C. Fiber-Optic or LED Blank-out Sign	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$12.60		<input type="checkbox"/> \$25.20
D. Pretimed Electronic Controller/Cabinet	<input type="checkbox"/> \$75.58	<input type="checkbox"/> \$138.56	<input type="checkbox"/> \$228.90	<input type="checkbox"/> \$443.04
E. 2-8 Assigned Phase Actuated Controller/Cabinet	<input type="checkbox"/> \$75.58	<input type="checkbox"/> \$503.84	<input type="checkbox"/> \$272.50	<input type="checkbox"/> \$851.92
F. 2-8 Assigned Phase Actuated Controller/Cabinet with Machine-vision Detection	<input type="checkbox"/> \$75.58	<input type="checkbox"/> \$503.84	<input type="checkbox"/> \$817.50	<input type="checkbox"/> \$1,396.92
G. Flashing Beacon Controller/Cabinet	<input type="checkbox"/> \$12.60	<input type="checkbox"/> \$125.96		<input type="checkbox"/> \$138.56
H. Travel Costs for Operational Performance Reviews at Signalized Intersection (no Flashers)		<input type="checkbox"/> \$62.98		<input type="checkbox"/> \$62.98

<u>Item</u>	<u>Lump Sum Payment</u>
CA. Replace loop (includes labor, materials, and other cost for sawcutting and sealing) <sup>1</sup>	<input type="checkbox"/> \$7.58 per foot of sawcut
CB. Furnish and install Lead-in Cable	<input type="checkbox"/> \$2.02 per foot installed
CC. Furnish and install Conduit	<input type="checkbox"/> \$7.03 per foot installed
CD. Furnish and install 3/8-inch messenger cable and incidental hardware	<input type="checkbox"/> \$3.19 per foot installed
CE. Furnish and install 4 or 7-conductor signal cable	<input type="checkbox"/> \$3.07 per foot installed

**APPENDIX II**  
Rev. 2/2016

<u>Item</u>	<u>Lump Sum Payment</u>
CF. Furnish and install Standard size Junction Box	<input type="checkbox"/> \$369.32
CG. Furnish and install cover for Standard size Junction Box	<input type="checkbox"/> \$59.95
CH. Furnish and install Oversized Junction Box	<input type="checkbox"/> \$515.00
CI. Furnish and install cover for Oversized Junction Box	<input type="checkbox"/> \$133.90
CJ. Furnish and install Riser	<input type="checkbox"/> \$544.87
CK. Furnish and install 40-foot Class 3 Wood Pole <sup>2</sup>	<input type="checkbox"/> \$962.02
CL. Remove and dispose of Wood Pole.	<input type="checkbox"/> \$201.00
CM. Furnish and install Guy/Anchor Assembly	<input type="checkbox"/> \$353.29
CN. Furnish and install Grounding System	<input type="checkbox"/> \$245.25
CO. Furnish 12-inch 3-Section Vehicular Signal Head <sup>2</sup>	<input type="checkbox"/> \$149.50
CP. Furnish 12-inch 4-Section Vehicular Signal Head <sup>2</sup>	<input type="checkbox"/> \$199.50
CQ. Furnish 12-inch 5-Section Vehicular Signal Head <sup>2</sup>	<input type="checkbox"/> \$339.50
CR. Furnish 8-inch 3-Section Vehicular Signal Head <sup>2</sup>	<input type="checkbox"/> \$102.20
CS. Furnish Pedestrian Signal Head <sup>2</sup>	<input type="checkbox"/> \$104.04
CT. Furnish LED indication – 12-inch RED ball <sup>2</sup>	<input type="checkbox"/> \$18.50
CU. Furnish LED indication – 12-inch YELLOW ball <sup>2</sup>	<input type="checkbox"/> \$19.00
CV. Furnish LED indication – 12-inch GREEN ball <sup>2</sup>	<input type="checkbox"/> \$19.00
CW. Furnish LED indication – 12-inch RED Arrow <sup>2</sup>	<input type="checkbox"/> \$21.00

**APPENDIX II**  
Rev. 2/2016

<u>Item</u>	<u>Lump Sum Payment</u>
CX. Furnish LED indication – 12-inch YELLOW Arrow <sup>2</sup>	<input type="checkbox"/> \$22.50
CY. Furnish LED indication – 12-inch GREEN Arrow <sup>2</sup>	<input type="checkbox"/> \$22.00
CZ. Furnish LED indication – 8-inch RED ball <sup>2</sup>	<input type="checkbox"/> \$18.10
DA. Furnish LED indication – 8-inch YELLOW ball <sup>2</sup>	<input type="checkbox"/> \$18.10
DB. Furnish LED indication – 8-inch GREEN ball <sup>2</sup>	<input type="checkbox"/> \$18.10
DC. Furnish LED Indication – 12-inch Hand	<input type="checkbox"/> \$46.25
DD. Furnish LED indication – 12-inch Man	<input type="checkbox"/> \$85.00
DE. Furnish LED indication – 12-inch Hand/Man Overlay	<input type="checkbox"/> \$70.00
DF. Furnish LED indication – 16-inch Hand/Man Overlay with Countdown Module	<input type="checkbox"/> \$74.00
DG. Furnish Pretimed/Actuated Controller <sup>2</sup>	<input type="checkbox"/> \$1,215.00
DH. Furnish Pole-Mounted Cabinet <sup>2</sup>	<input type="checkbox"/> \$3,920.00
DI. Furnish Base-Mounted Cabinet with auxiliary file <sup>2</sup>	<input type="checkbox"/> \$4,597.00
DJ. Furnish Base-Mounted Cabinet without auxiliary file <sup>2</sup>	<input type="checkbox"/> \$4,375.00
DK. Furnish LED Blank-Out Sign <sup>2</sup>	<input type="checkbox"/> \$2,188.00
DL. Furnish NEMA TS-2 Malfunction Management Unit <sup>2</sup>	<input type="checkbox"/> \$649.80
DM. Furnish Type 2010 or Type 2018 Conflict Monitor with Absence of Red Monitoring <sup>2</sup>	<input type="checkbox"/> \$510.00
DN. Furnish Type 2018 Conflict Monitor with Absence of Red Monitoring and Internet Protocol Communication <sup>2</sup>	<input type="checkbox"/> \$645.00
DO. Furnish Detection Camera/Sensor with Enclosure <sup>2</sup>	<input type="checkbox"/> \$1,590.00

<u>Item</u>	<u>Lump Sum Payment</u>
DP. Furnish Single Channel NEMA TS-1 Loop Detector Unit <sup>2</sup>	<input type="checkbox"/> \$90.00
DQ. Furnish Two-Channel NEMA TS-1 Loop Detector Unit <sup>2</sup>	<input type="checkbox"/> \$160.00
DR. Furnish Two-Channel NEMA TS-2 Loop Detector Unit <sup>2</sup>	<input type="checkbox"/> \$75.00
DS. Furnish Two-Channel TYPE 222 Loop Detector Unit <sup>2</sup>	<input type="checkbox"/> \$45.75
DT. Furnish and replace Audible Pedestrian Signal <sup>2</sup>	<input type="checkbox"/> \$436.00
DU. Perform Annual Inspection on Railroad-Interconnected Intersections	<input type="checkbox"/> \$197.30

<sup>1</sup> Replacement of defective loop with loop of identical or upgraded design requires no prior approval. Upgrading of functional rectangular loops to Quadrupole design requires prior approval from Division Traffic Engineer.

<sup>2</sup> Requires prior approval from Division Traffic Engineer for reimbursement of non-emergency replacements. If item is covered under warranty, Municipality will not be reimbursed without prior approval of Division Traffic Engineer.

**Emergency Response:** This function includes all labor and incidental items to bring the operation of the intersection into reasonable conformance with the existing plan of record. Reimbursements for items CA through DT will be given for items utilized in the completion of this work. Sufficient spare equipment must be purchased at the expense of the maintaining agency to insure all intersections are continuously operating according to the plan of record.

**Operational Performance Reviews:** This function includes the labor and materials as outlined in the attached Operational Performance Checklist. Reimbursements for items CA through DT will be given for items utilized in the completion of this work only upon prior approval by the Division Traffic Engineer. Where specialty equipment is not addressed specifically in the attached schedule, manufacturer's recommendations should be followed to insure continued optimum operation. Sufficient spare equipment must be purchased at the expense of the maintaining agency to allow the completion of this work.

**System Component Repairs:** This function includes labor, parts and materials to repair electronic traffic signal control components. This work typically involves in-house repair of electronic assemblies by troubleshooting and replacing specific integrated circuit chips, repairing damaged printed circuit traces, and making circuit modifications. This work includes making hardware, firmware and software upgrades to equipment to insure optimum operation. This work must be completed in a timely manner to support the emergency response and operational performance review functions.



**TRAFFIC SIGNAL LIST – SCHEDULE C FORM**  
*For Use With*  
**Appendix III, Traffic Agreement – Schedule C**

**CITY OF SALISBURY**

**State Signals**

**SIGNAL LOCATION**

**STATE ID**

Mooreville Rd (HWY 150) & Lincolnton Rd/Sunset Dr	09-0198
W Innes St (SR 2200) & Statesville Blvd (HWY 70)/Mahaley Ave	09-0202
Jake Alexander Blvd (US 70-60) & Statesville Blvd (US 70/SR 2094)	09-0203
W Innes St (SR 2200) & Grove St	09-0204
Mocksville Rd (SR 1910) & Mahaley Ave/Confederate Ave	09-0205
W Innes St (SR 2200) & Craige St	09-0206
W Innes St (SR 2200) & Ellis St	09-0207
W Innes St (SR 2200) & Fulton St	09-0210
W Innes St (SR 2200) & Jackson St	09-0212
W Innes St (SR 2200) & Church St	09-0214
S Main St (US 29-70/NC150) & Harrison St	09-0217
S Main St (US 29-70/NC150) & Monroe St	09-0219
S Main St (US 29-70/NC150) & Horah St	09-0220
S Main St (US 29-70/NC150) & Bank St	09-0221
S Main St (US 29-70/NC150) & Fisher St	09-0222
Main St (US 29-70/NC150) & Innes St	09-0223
N Main St (US 29-70/NC150) & Council St	09-0224
N Main St (US 29-70/NC150) & Liberty St	09-0225
N Main St (US 29-70/NC150) & Kerr St	09-0226
N Main St (US 29-70/NC150) & Henderson St	09-0227
N Main St (US 29-70/NC150) & Eleventh St	09-0228
E Innes St (SR 2200) & Lee St	09-0231
S Long St (SR 1002) & E Bank St	09-0235
E Innes St (SR 2200) & Depot St	09-0236
E Innes St (SR 2200) & Long St (SR 1002)	09-0238
N Long St (SR1002) & E Kerr St/Park Ave	09-0239

**TRAFFIC SIGNAL LIST – SCHEDULE C FORM**  
*For Use With*  
**Appendix III, Traffic Agreement – Schedule C**

<u>SIGNAL LOCATION</u>	<u>STATE ID</u>
N Long St (SR1002/SR 2100) & Bringle Ferry Rd (SR 1002)/E Henderson St	09-0240
S Main St (US 29-70) & Mooresville Rd (NC 150)	09-0244
Statesville Blvd (SR 2094) & Brenner Ave	09-0247
E Innes St (US 52) & Faith Rd (SR1006)	09-0253
E Innes St (US 52) & Avalon Dr	09-0255
S Main St (US 29) & Rowan Mills Rd (SR1526)	09-0256
Jake Alexander Blvd (SR 1007) & Old Concord Rd (SR 1002)	09-0266
E Innes St (SR2200) & Martin Luther King Jr Ave	09-0272
W Innes St (SR2200) & Merritt Ave	09-0277
Jake Alexander Blvd (US 70-601) & Mooresville Rd (NC 150)	09-0351
Jake Alexander Blvd (US 601) & Klumac Rd (SR 2541/SR 2578)	09-0355
S Main St (US 29-70) & Jake Alexander Blvd NB Ramp (US 70-601)	09-0356
S Main St (US 29-70) & Jake Alexander Blvd SB Ramp)/Sunset Dr	09-0357
Jake Alexander Blvd (US 601/SR 1007) & I-85 NB Ramp (Ex 75)	09-0358
Statesville Blvd (US 70) & Enon/Epersion (SR 1944/SR 1723)	09-0369
Jake Alexander Blvd (US 70-601) & Industrial Ave	09-0483
Jake Alexander Blvd (US 70-601) & Lincolnton Rd	09-0576
Old Concord Rd (SR 1002) & Martin Luther King Jr Ave	09-0635
S Main St (US 29) & Airport Rd (SR 1516)	09-0636
Jake Alexander Blvd (US 601) & Julian Rd (SR 2528)/MLK Jr Ave	09-0640
Jake Alexander Blvd (US 70-601) & Brenner Ave	09-0725
Jake Alexander Blvd (US 70-601) & Woodleaf Rd/PVA	09-0781
Jake Alexander Blvd (US 70-601) & Harrison Rd (SR 1710)	09-0785
Mooresville Rd (NC 150) & Rowan Mills Rd (SR 1526)/Sherrills Ford Rd	09-0807
Julian Rd (SR 2528)/Heilig Rd & Old Concord Rd (SR 1002)	09-0876

**TRAFFIC SIGNAL LIST – SCHEDULE C FORM**  
*For Use With*  
**Appendix III, Traffic Agreement – Schedule C**

**SIGNAL LOCATION**

**STATE ID**

Statesville Blvd (US 70) & Salisbury Mall PVA	09-0915
Jake Alexander Blvd (US 601) & I-85 SB Ramp (Ex 75)	09-0928
Jake Alexander Blvd (SR 1007) & Faith Rd (SR 1006)	09-0932
Jake Alexander Blvd (SR 1007) & E Innes St (US 52)	09-0933
N Long St (SR 2100) & Eleventh St	09-0956
Harrison Rd (SR 1710) & Executive Dr	09-0989
Julian Rd (SR 2528) & I-85 SB Ramp (Ex 74)/Klumac Rd (SR 2762)	09-0991
Julian Rd (SR2528) & I-85 NB Ramp (Ex 74)/Truck Ave (SR 2761)	09-0992
Old Concord Rd (SR 1002)& Gold Hill Dr	09-0994
Statesville Blvd (US 70) & Hurley School Rd (SR 1724)	09-1067
Statesville Blvd (US 70) & Majolica Rd (SR 1722)/Ashbrook Rd	09-1068
Faith Rd (SR 1006) & Newsome Rd Ext/Market Station Dr	09-1075
Faith Rd (SR 1006) & Avalon Dr	09-1102
E Innes St (SR 2200) & Arlington St	09-1109
Jake Alexander Blvd (SR 1007) & Rowan Tech Rd/PVA	09-1180
Julian Rd (SR 2528) & Summit Park Dr (SR 2667)	09-1212
Jake Alexander Blvd (US 601) & Shopping Center/Restaurant PVAs	09-1224
E Innes St (US 52) & I-85 NB/SB ramps (Ex 76)	09-1234
Mooresville Rd (NC 150) & MLK Jr. Ave	09-1258
E Innes St (US 52) & Newsome Rd/Market Station Dr	09-1259
Statesville Blvd (US 70) & Lash Dr	09-1279
Jake Alexander Blvd (US 70-601) & Castlewood Dr/Business PVA	09-1309
<b>TOTAL NUMBER OF STATE SIGNALS</b>	<b>73</b>

NORTH CAROLINA  
ROWAN COUNTY

**MUNICIPAL OPERATIONS – COMPUTER,  
COMMUNICATIONS, EQUIPMENT, AND SYSTEM  
OPERATIONS FOR COMPUTERIZED TRAFFIC SIGNAL  
SYSTEM AGREEMENT  
SCHEDULE D**

DATE: 7/26/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Element: 9.1080SM and 9.2080SM

CITY OF SALISBURY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Salisbury hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the provisions of the North Carolina General Statute (NCGS) §136-18 and §136-66.1 authorize the Municipality to contract with the Department for the installation, repair, operations and maintenance of highway signs and markings, electric traffic signals, and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to enter into an Agreement with the Department to operate the computerized traffic signal system; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred, when the Municipality operates that portion of the computerized traffic signal system that is on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

**1. GENERAL PROVISIONS**

## **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

## **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF THE PROJECT**

The Municipality shall operate the computerized traffic signal system as defined in the Appendices and as indicated hereinafter.

### **TIMING PLANS**

- A. The Municipality shall be responsible for the evaluation and preparation of timing plans at all intersections in the traffic signal system. All traffic data needed for the evaluation and development of timing plans will be obtained by the Municipality whenever possible. The Municipality will notify the Department of any additional data that is required to evaluate and prepare the necessary timing plans. The Department shall, upon request, make available to the Municipality all current traffic count data for the existing signals.
- B. The timing plans affecting intersections on the State Highway System, utilized in system operation, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipality's System. In the event the Department and the Municipality cannot agree on the selection of a given timing plan, the decision of the Department will be final.

### **ONGOING OPERATION OF THE SIGNAL SYSTEM**

- C. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.
- D. The Municipality shall operate the signal system in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not

operate the signal system in accordance with the specified criteria, the Department shall have the right to enter into a separate operational agreement with a private contractor and deduct these costs from the Department's pro-rata share under this Agreement, or from the funds allocated under NCGS §136-41.1.

- E. The Department shall review and concur with any contract entered into by the Municipality for the operation of any item(s).
- Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE), or as required and defined in NCGS 143-128.2 – 128-4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx>.
  - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
  - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.
- F. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The Department will reimburse the Municipality each quarter for work performed up to a total annual \$90,000 unless additional reimbursements are approved by the Department. The audit is to be performed by the Department and the Municipality.

### **3. TIME FRAME**

This agreement shall be for the current state fiscal year, beginning July 1, /2023 and ending 06/30/2024. At the end of the state fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the availability of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, up to a total of five (5) years with the end of the final fiscal year of service being 06/30/2029. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

- A. Upon termination of each year of service, and in connection with each extension of this Agreement, the Municipality may request an adjustment of the annual rates based on actual cost records for the prior years. This request must indicate the new rate for each Schedule D item. Each rate must be verifiable by time sheets, salary rates, materials, equipment, and other qualifying costs in conformance with the standards of allowable of costs set forth in the Office of Management and Budget (OMB) Circular A-87. This shall be actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for the rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed.
- B. The cost records may be audited by the Department to determine any adjustments or revisions in the new rates.

#### 4. FUNDING

The eligible costs of this Project will be reimbursed from State funding.

#### 5. REIMBURSEMENT

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the computerized traffic signal system as included below:

##### ELIGIBLE COSTS

- A. The reimbursement rates in this Agreement represent the Department's pro-rata share of the operational cost, which is based on the ratio of the number of State System intersections to the total number of intersections in the computerized traffic signal system. The Municipality shall maintain a current inventory list of all traffic signals within the system, and classify as city- or state-owned. The current inventory list, as included in the Appendices of this Agreement, will be used to determine the Department's pro-rata share.
- B. The Department shall reimburse the Municipality based on the annual operational amount of the computerized traffic signal system as included in the Appendices of this Agreement. This total amount includes the Department's pro-rata share of cost, as included in Provision 5A, for the salary, payroll additives of a System Operations Manager(s), Systems Operations Engineer(s) Traffic Signals System Specialist(s), or equivalent. These positions, at a minimum, shall exhibit the qualifications and perform the duties as included in the Appendices. The cost of the System Operations Manager(s), Systems Operations Engineer(s) Traffic Signals System Specialist(s), or equivalent, shall be based on the pro-rata share of time dedicated to the operation of the system.

- C. The Department shall reimburse the Municipality for operation of the Central Computer and Associated Hardware, CCTV Camera System, Communications Infrastructure, system detectors and other associated central and system field equipment. The Municipality shall be responsible for providing all needed replacement parts and equipment. Under this Agreement, the Department will reimburse the Municipality for its pro-rata share of the replacement or repair costs necessary for maintaining operability and any equipment included herein.
- D. The Municipality will not receive an annual reimbursement for fiber optic communications cable and CCTV cameras. The Department will reimburse the Municipality its pro-rata share of the actual costs for the emergency restoration of fiber optic communications and CCTV cameras. This cost shall include: fiber optic cable, interconnect centers, splice trays, fusion splicing, transceivers, Ethernet switches, labor, etc.
- E. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.
- F. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.
- G. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- H. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- I. The Department will reimburse the Municipality for its pro-rata share, as specified in the Appendices, for any Signal Systems operational contract in which it concurs. The Department shall have access to the contractor's records and documentation for audit, which pertains to any rates billed to the Municipality for the operation of those items for a period of five (5) years from the date of the final payment made under this agreement.

- J. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Department's Division Engineer will provide the necessary documentation for non-participating items.

## **PROCESS**

- K. The Municipality shall submit a quarterly itemized invoice including the certified status report to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will reflect the balance between the quarterly payments issued by the Department and the total amount not to exceed \$98,000.00, unless additional reimbursements are approved by the Department. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality.
- L. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.

## **6. FORCE ACCOUNT**

Work performed by the Municipality's own forces is considered force account work. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp). Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed, nor the maximum amount included in Appendix VI.

## **EMERGENCY WORK**

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety,

additional information shall be submitted to document the emergency situation, actions taken during the occurrence and the resolution with each quarterly invoice. Approval must be obtained from the Department Division Engineer before reimbursement is made.

## **7. RECORDS AND REPORTS**

- A. The Municipality shall furnish the Department's Division Engineer a certified quarterly status report that details the operation of the signal system. The status report shall be certified in writing by the Systems Operations Engineer and shall indicate intersection failures, local and system detector failures, the percentage of time the computer system was off-line, the repairs that were made and the dates of said repairs/replacements. The quarterly report shall also identify any new/deleted intersections in the traffic signal system and all traffic signal timing optimization performed. The Department's Division Engineer will provide detailed guidance and reporting forms for the Municipality.
- B. In accordance with NCGS §159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality fiscal year ends.
- C. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Division Engineer and Financial Management Division and FHWA.

## **8. ADDITIONAL PROVISIONS**

- A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons including, but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.

- B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.
- E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total funding at any time.
- F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
- G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
- H. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- I. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to

the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

- J. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
  
- K. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. §133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

ATTEST: CITY OF SALISBURY  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Remittance Address:

City of Salisbury

\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D CITY OF SALISBURY**

**Traffic Signal System Operations**

**NOTE:** The Department requires the Municipality to maintain a Level of Service "C", or "good", in order to provide reimbursement. If the operation falls below a Level of Service "C", or "good", then the Department may withhold reimbursement under this Agreement. If the Municipality operates at a higher level of service, the Department will not reimburse these costs.

**Level-of-service "C"**

1. The vast majority (+80%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. The only traffic signals not monitored are those whose lack of proximity does not lend them to cost-effective communication. The vast majority (+80%) of monitored signals are actively controlled by the system.
2. All timing plans and day plans are evaluated on intervals of no greater than **18 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. On average, required new plans are developed and implemented within **six months** of identification.
3. The Municipality obtains the data that is used to evaluate system operations and performance.
4. Timing plans for newly installed intersections are implemented within **30 calendar days** of the installation of the traffic signal.
5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.
6. A minimum of 80% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **60 calendar days**.
7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.
8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

**APPENDIX II**

**MUNICIPAL OPERATIONS SIGNALS AGREEMENT – SCHEDULE D**

W Innes St (SR 2200) & Statesville Blvd (HWY 70)/Mahaley Ave		09-0202
Jake Alexander Blvd (US 70-60) & Statesville Blvd (US 70/SR 2094)		09-0203
W Innes St (SR 2200) & Grove St		09-0204
Mocksville Rd (SR 1910) & Mahaley Ave/Confederate Ave		09-0205
W Innes St (SR 2200) & Craige St		09-0206
W Innes St (SR 2200) & Ellis St		09-0207
W Innes St (SR 2200) & Fulton St		09-0210
W Innes St (SR 2200) & Jackson St		09-0212
W Innes St (SR 2200) & Church St		09-0214
S Main St (US 29-70/NC150) & Harrison St		09-0217
S Main St (US 29-70/NC150) & Monroe St		09-0219
S Main St (US 29-70/NC150) & Horah St		09-0220
S Main St (US 29-70/NC150) & Bank St		09-0221
S Main St (US 29-70/NC150) & Fisher St		09-0222
Main St (US 29-70/NC150) & Innes St		09-0223
N Main St (US 29-70/NC150) & Council St		09-0224
N Main St (US 29-70/NC150) & Liberty St		09-0225
N Main St (US 29-70/NC150) & Kerr St		09-0226
N Main St (US 29-70/NC150) & Henderson St		09-0227
N Main St (US 29-70/NC150) & Eleventh St		09-0228
E Innes St (SR 2200) & Lee St		09-0231
S Long St (SR 1002) & E Bank St		09-0235
E Innes St (SR 2200) & Depot St		09-0236
E Innes St (SR 2200) & Long St (SR 1002)		09-0238
N Long St (SR1002) & E Kerr St/Park Ave		09-0239

N Long St (SR1002/SR 2100) & Bringle Ferry Rd (SR 1002)/E Henderson St		09-0240
S Main St (US 29-70) & Mooresville Rd (NC 150)		09-0244
Statesville Blvd (SR 2094) & Brenner Ave		09-0247
E Innes St (US 52) & Faith Rd (SR1006)		09-0253
E Innes St (US 52) & Avalon Dr		09-0255
S Main St (US 29) & Rowan Mills Rd (SR1526)		09-0256
Jake Alexander Blvd (SR 1007) & Old Concord Rd (SR 1002)		09-0266
E Innes St (SR2200) & Martin Luther King Jr Ave		09-0272
W Innes St (SR2200) & Merritt Ave		09-0277
Jake Alexander Blvd (US 70-601) & Mooresville Rd (NC 150)		09-0351
Jake Alexander Blvd (US 601) & Klumac Rd (SR 2541/SR 2578)		09-0355
S Main St (US 29-70) & Jake Alexander Blvd NB Ramp (US 70-601)		09-0356
S Main St (US 29-70) & Jake Alexander Blvd SB Ramp)/Sunset Dr		09-0357
Jake Alexander Blvd (US 601/SR 1007) & I-85 NB Ramp (Ex 75)		09-0358
Statesville Blvd (US 70) & Enon/Epersion (SR 1944/SR 1723)		09-0369
Jake Alexander Blvd (US 70-601) & Industrial Ave		09-0483
Jake Alexander Blvd (US 70-601) & Lincolnton Rd		09-0576
Old Concord Rd (SR 1002) & Martin Luther King Jr Ave		09-0635
S Main St (US 29) & Airport Rd (SR 1516)		09-0636
Jake Alexander Blvd (US 601) & Julian Rd (SR 2528)/Martin Luther King Jr Ave		09-0640
Jake Alexander Blvd (US 70-601) & Brenner Ave		09-0725
Jake Alexander Blvd (US 70-601) & Woodleaf Rd/PVA		09-0781
Jake Alexander Blvd (US 70-601) & Harrison Rd (SR 1710)		09-0785

Mooresville Rd (NC 150) & Rowan Mills Rd (SR 1526)/Sherrills Ford Rd		09-0807
Julian Rd (SR 2528)/Heilig Rd & Old Concord Rd (SR 1002)		09-0876
Statesville Blvd (US 70) & Salisbury Mall PVA		09-0915
Jake Alexander Blvd (US 601) & I-85 SB Ramp (Ex 75)		09-0928
Jake Alexander Blvd (SR 1007) & Faith Rd (SR 1006)		09-0932
Jake Alexander Blvd (SR 1007) & E Innes St (US 52)		09-0933
N Long St (SR 2100) & Eleventh St		09-0956
Harrison Rd (SR 1710) & Executive Dr		09-0989
Julian Rd (SR 2528) & I-85 SB Ramp (Ex 74)/Klumac Rd (SR 2762)		09-0991
Julian Rd (SR2528) & I-85 NB Ramp (Ex 74)/Truck Ave (SR 2761)		09-0992
Old Concord Rd (SR 1002)& Gold Hill Dr		09-0994
Statesville Blvd (US 70) & Hurley School Rd (SR 1724)		09-1067
Statesville Blvd (US 70) & Majolica Rd (SR 1722)/Ashbrook Rd		09-1068
Faith Rd (SR 1006) & Newsome Rd Ext/Market Station Dr		09-1075
Faith Rd (SR 1006) & Avalon Dr		09-1102
E Innes St (SR 2200) & Arlington St		09-1109
Jake Alexander Blvd (SR 1007) & Rowan Tech Rd/PVA		09-1180
Julian Rd (SR 2528) & Summit Park Dr (SR 2667)		09-1212
Jake Alexander Blvd (US 601) & Shopping Center/Restaurant PVAs		09-1224
E Innes St (US 52) & I-85 NB/SB ramps (Ex 76)		09-1234
Mooresville Rd (NC 150) & MLK Jr. Ave		09-1258
E Innes St (US 52) & Newsome Rd/Market Station Dr		09-1259
Statesville Blvd (US 70) & Lash Dr		09-1279
Jake Alexander Blvd (US 70-601) & Castlewood Dr/Business PVA		09-1309

Arlington St & Freeland Dr	City 01	
S Fulton St & Harrison St	City 02	
S Fulton St & Lincolnton Rd	City 03	
Brenner Ave & Link St	City 04	
S Fulton St & W Horah St	City 05	
S Church St & W Horah St	City 06	
Brenner Ave & Old Wilksboro Rd	City 07	
N Fulton St & W Kerr St	City 08	
E Cemetery St & N Ellis St	City 09	
Mocksville Ave & Grove St	City 10	
Mahaley Ave & Park Rd	City 11	
E Innes St & Fire Dept. PVA	City 12	
S Fulton St & W Monroe St (Formerly 09-0246)	City 13	
TOTAL NUMBER OF CITY SIGNALS		13
TOTAL NUMBER OF STATE SIGNALS		73
TOTAL NUMBER OF ALL SIGNALS		86
<b><u>PRO-RATA SHARE</u></b> <b>SCHEDULE D</b>	DIVIDE NUMBER OF STATE SIGNALS BY THE TOTAL NUMBER OF ALL SIGNALS	85%

MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

CCTV CAMERA LIST CITY OF SALISBURY

CCTV LOCATION

CCTV ID #

W Innes St (SR 2200) & N Main St (US 29-70-150) - Plaza Building	
Jake Alexander Blvd (US 601-70) & I-85 SB Ramp	
Jake Alexander Blvd (US 601-70) & S Main St (US 29-70)	
828 Jake Alexander Blvd (US 601-70) & YMCA/South of Brenner Ave	
Jake Alexander Blvd (US 601-70) & Statesville Blvd (US 70)	
<b>TOTAL NUMBER OF CCTV CAMERAS:</b>	<b>5</b>

**APPENDIX IV**

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

***DETECTOR LIST CITY OF SALISBURY***

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**NO DETECTORS ON SCHEDULE**

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS CITY OF SALISBURY**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT**

##### **EDUCATION AND EXPERIENCE**

- Graduation from a four-year college or university with a major in Civil Engineering or equivalent or a minimum of 6 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Excellent planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

##### **ESSENTIAL DUTIES**

- Oversees the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Directly manages employees in a Transportation Management Center. Is responsible for the overall direction, coordination, and evaluation of the unit.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Supervises staff in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Works with supervisor to manage staffing and work assignments. Supervises traffic signal staff by assigning tasks and reviewing work on a routine basis and provides ongoing guidance and feedback.
- Provides oversight for field investigations, collection and analysis of traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Ensures new signal timing plans created by changes in traffic flow patterns, land-use and population are implemented.
- Responds to the complaints and concerns of the community regarding traffic signal design and intersection safety and efficiency.
- Reviews traffic signal designs for impact on general traffic flow and provides recommendations.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT**

##### **EDUCATION AND EXPERIENCE**

- Graduation from a four-year college or university with a major in Civil Engineering and a minimum of 3 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Outstanding planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

##### **ESSENTIAL DUTIES**

- Plans, organizes, and directs the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Performs field investigations, collects and analyzes traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Develops and implements new signal timing plans created by changes in traffic flow patterns, land-use and population.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

#### **TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Prepares and installs timing plans (traffic responsive and time-of-day/day-of-week) for all corridors; prepares and implements special event timing plans; and prepares temporary timing plans for failed detector locations.
- Maintains system databases and modifies as necessary to allow for expansion; reviews and evaluates all signalized intersections for phasing optimization; provides system data for and assists with various traffic studies and analysis projects regarding the computerized traffic signal system.
- Provides assistance to the transportation operations staff in diagnostic and operational activities.
- Interacts with and uses the features of the signal system control software to develop and modify timing plans using PC-based timing plan software.
- Manages the traffic signal system operational functions including: operation of the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored.
- Coordinates with the Department on roadway construction projects, which affect the traffic operations in the computerized traffic signal system. Develops and implements temporary timing plan strategies for construction work zones, alternate routes, and incident diversion routes.
- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

## APPENDIX V

### MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

#### POSITION QUALIFICATIONS

#### TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT

##### EDUCATION AND EXPERIENCE:

- Graduation from a two-year college or university and a minimum of 1 year of experience in traffic signal operations; or an equivalent combination of education and experience directly related to traffic signal operations.
- Knowledge of traffic signal system operations, Intelligent Transportation Systems (ITS) devices, data communications and computerized traffic signal systems equipment.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., MIST software system).
- Thorough knowledge of; ability to pay attention to detail and respond to changes in conditions; ability to coordinate work with others.
- Excellent planning and organizational skills. Excellent oral and written communications skills. Ability to maintain records.
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including MS Office (Word, Excel, Access, Powerpoint); GIS and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

##### ESSENTIAL DUTIES:

- Monitors the operations of the computerized traffic signal system operation on a daily basis to ensure that all required functions are performed in an effective, efficient and timely manner.

## **APPENDIX V**

### **MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

#### **POSITION QUALIFICATIONS**

##### **TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT**

##### **ESSENTIAL DUTIES (CONT'D)**

- Installs new or revised timing plans (traffic responsive and time-of-day/day-of-week) for corridors; implements special event timing plans and prepares temporary timing plans for failed detector locations through the use of Traffic System software.
- Monitors real time traffic operations through video sources to report incidents and special event information to the appropriate agencies (NCDOT, NC State Highway Patrol, Emergency Management, etc.) and the local Police and Fire departments.
- Performs traffic signal system operational functions including: maintaining the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored. Coordinates signal repair work with operations staff.
- Coordinates with local TV stations and webmasters assuring periodic image and graphic are displayed and provided.
- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

APPENDIX VI

**MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D**

LEVEL OF SERVICE "C"

CITY OF SALISBURY COMPUTERIZED TRAFFIC SIGNAL CONTROL SYSTEM  
MUNICIPAL OPERATIONS COMPENSATION ITEMIZATION

ITEM	UNIT	ANNUAL RATE	PERCENT (%) UTILIZATION	QUANTITY	PRO-RATA PERCENT (Appendix II)	PRO-RATED COST
<b>FIXED ANNUAL COSTS REIMBURSEMENT SCHEDULE</b>						
System Operations Manager (Salary + Additives)	LS	\$88,566.44	100%	1	85.0%	\$75,281.47
Protronix Annual Castlerock NMS Software Renewal		\$3,360.00	100%	1	85.0%	\$2,856.00
Econolite Centrac System Maint. Agreement (support, software updates –not upgrades)		\$22,100.00	100%	1	85.0%	\$18,785.00
<b>PER ITEM REIMBURSEMENT SCHEDULE</b>						
		\$				\$
<b>TOTAL ANNUAL COST</b>						<b>\$</b>
<b>PER INCIDENT REIMBURSEMENT SCHEDULE</b>						
Per Incident Reimbursements shall consist of all costs associated with repairs and/or replacement of any equipment, software and supplies used to maintain operation of City of Salisbury Computerized Traffic Signal System at a pro rata share of 85.0%. This includes equipment or software such as, but not limited to: Central Computer Hardware & Software (KVM switch, servers, workstations, laptops, printers, UPSs, traffic management and communication software, etc.); Maintenance Equipment (test equipment, display boards and monitors, laptop, etc.); Communications cable and equipment (core switch, routing switches, media converters, GPS clock sync equipment, fiber modems, phone lines, dialup modems, serial multiport equipment, fiber interconnect centers, fiber patch panels, hub cabinets, ethernet cables, fiber materials and equipment, network management software, etc.); CCTV Equipment (camera assemblies and cabinets, encoders, decoders, master distribution amplifier, matrix bays, multiplexor, CCTV intelligent keyboards, DVR, switches, monitors, etc.); Office supplies (fax machine, printer repair and supplies, paper, pens, pencils and miscellaneous supplies).						\$97,485.40

**Note:** Items Included on this Schedule may be added or deleted to those above by written request, signed by a Municipal Representative. The letter should be sent in quadruplicate to the Division Engineer accompanied by four copies of the revised Schedule. If the Division Engineer approves the new schedule, he will sign all copies as APPROVED; then forwards one copy of the letter and Schedule to the DOT Controller, the LPMO Contract Officer, the Municipality, and retains one for Division file. The new Schedule will then become effective at the beginning of the next cycle for reimbursement. The Department of Transportation reserves the right to verify that all listed operations functions are being properly performed. If it is determined that any authorized operations function is not being performed, the reimbursement will be reduced accordingly.

CITY OF SALISBURY

ATTEST \_\_\_\_\_  
MUNICIPAL REPRESENTATIVE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION  
DIVISION ENGINEER

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Transportation Department

Name of Presenter(s): N/A

Requested Agenda Item: Request from Conterra for encroachment in the 3400 block of South Main Street

Description of Requested Agenda Item: Conterra requests approval of installation of approximately 956 lf of directional borex duct within the 3400 block of South Main Street to serve 3402 South Main Street, Unit D. City Council approval of encroachments is required by Section 11-24 (27) of the City Code.

Staff review included input from Transportation, Public Works and Salisbury-Rowan Utilities. Staff recommends approval subject to the following conditions:

- All improvements and restoration shall be made at no expense to the City.
- All encroachment agreements must be acquired from NCDOT when applicable.
- A \$5,000 bond will be required prior to construction within the City Limits.
- A pre-construction meeting will be required prior to construction.
- On-site inspection will be required during all critical street crossings.
- Any markers for underground facilities shall be flush with the ground.
- Lane closures shall be coordinated through Transportation.
- Conterra shall participate with the State's one-call locating program, and appropriate locater tape shall be installed to facilitate future field location. SRU requires that all new facilities maintain a clear horizontal separation of at least 48" (measured edge to edge) from existing utilities, and a clear vertical separation of at least 24" from existing utilities. All crossings must be identified/potholed prior to excavation.
- Engineering "as-built" plans shall be maintained by Conterra and made available to the City upon request.
- If the City (or State) makes an improvement to the public Right-of-Way, Conterra facilities shall be adjusted or relocated at no expense to the City (or State).

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)*

There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment by Conterra in the 3400 Block of South Main Street per Section 11-24 (27) of the City Code, and subject to an approved encroachment by NCDOT

# Salisbury City Council Agenda Item Request Form



**Contact Information for Group or Individual:** Dana Ruth – 704-638-2176

**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:**



Fiber Driven. People Powered.

September 12, 2023

Barry King  
City of Salisbury  
[bking@salisburync.gov](mailto:bking@salisburync.gov)

Ref:Conterra Plan P-020790 Elite Towing  
County of: Rowan  
State Road Numbers: S Main St, Airport Rd

To Whom it May Concern,

Please reference the attached drawings and supporting documents to encroach the City of Salisbury right-of-way (ROW).

The proposed installation entails placement of 956'±(total) of new 12ct armored fiber optic cable, 856'± by directional bore method (3") encased in 1x1.25"φ HDPE SDR13.5 conduit, 100'± slack loop in various handholes, 50'± slack loop of 1ct and one (1) 30" x 48" x 36" handhole by open trench method that will be constructed in the public ROW, beginning at northeast corner of intersection of Airport Rd and S Main St, running east 856', then proceeding to customer property near Salisbury, NC.

Refer any discrepancies, questions or concerns to facilitate the resolution of such issues before returning any submittals:

Darius Olazabal, Outside Plant Engineer  
Telephone number (704) 493-6165  
Email address: [dolazabal@conterra.com](mailto:dolazabal@conterra.com)

Jasmina Krkalic, SE Permitting Specialist  
Telephone Number 706-934-7012  
Email address: [jkrkalic@conterra.com](mailto:jkrkalic@conterra.com)

Please forward approval to Anne Hill and using the format as shown below to ensure delivery.

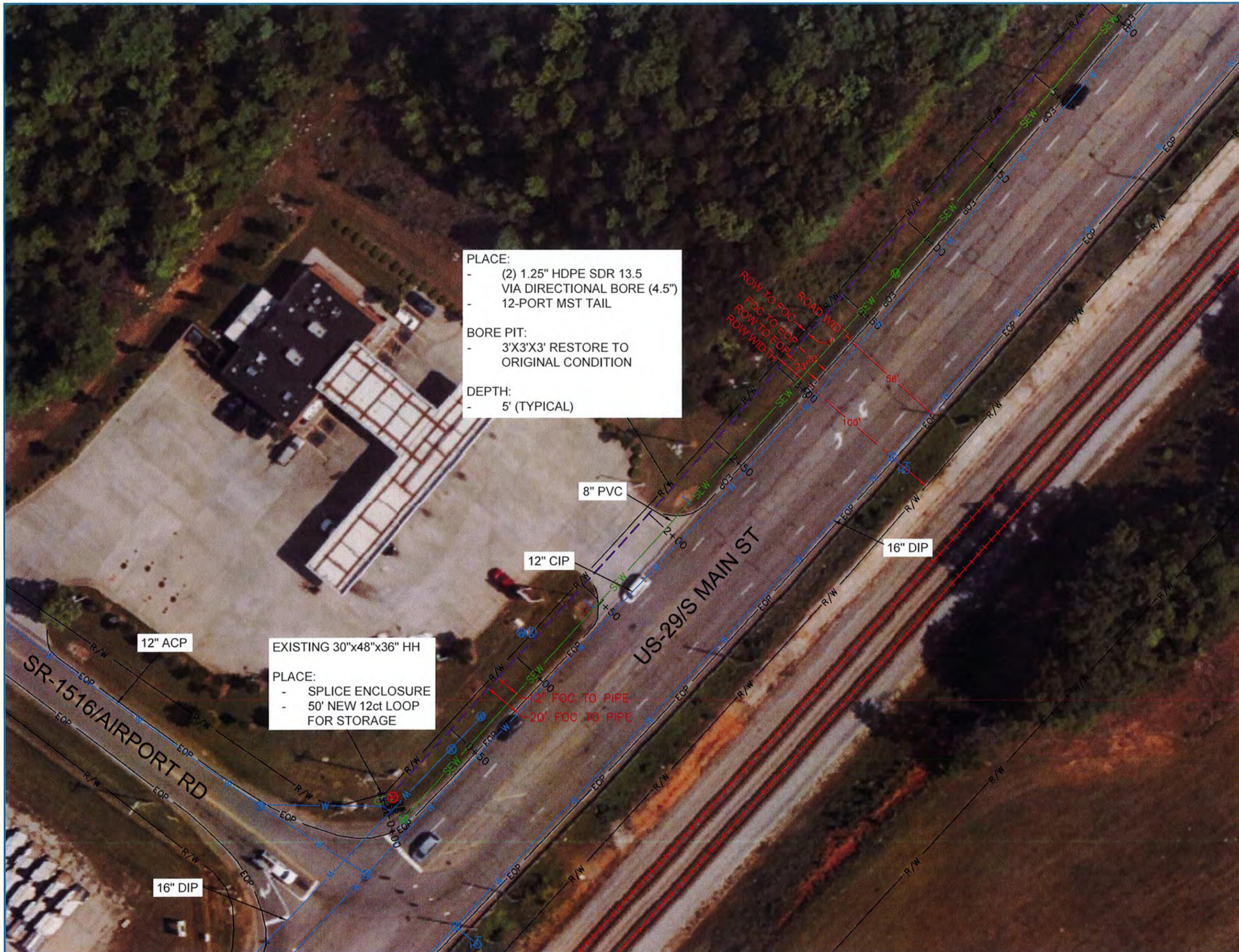
Ms. Anne Hill  
Director OSP Engineering and Construction SE Region  
Conterra Ultra Broadband, LLC  
331 9<sup>th</sup> Street SE  
Hickory, NC 28602

Sincerely,

Conterra Ultra Broadband, LLC

*Anne Hill*

Anne Hill  
Director OSP Engineering and Construction SE Region



PLACE:  
 - (2) 1.25" HDPE SDR 13.5  
 VIA DIRECTIONAL BORE (4.5")  
 - 12-PORT MST TAIL

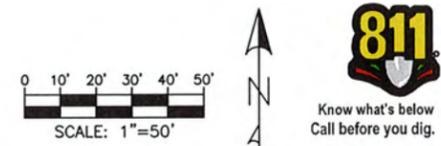
BORE PIT:  
 - 3'X3'X3' RESTORE TO  
 ORIGINAL CONDITION

DEPTH:  
 - 5' (TYPICAL)

EXISTING 30"x48"x36" HH

PLACE:  
 - SPLICE ENCLOSURE  
 - 50' NEW 12ct LOOP  
 FOR STORAGE

CONSTRUCTION NOTES

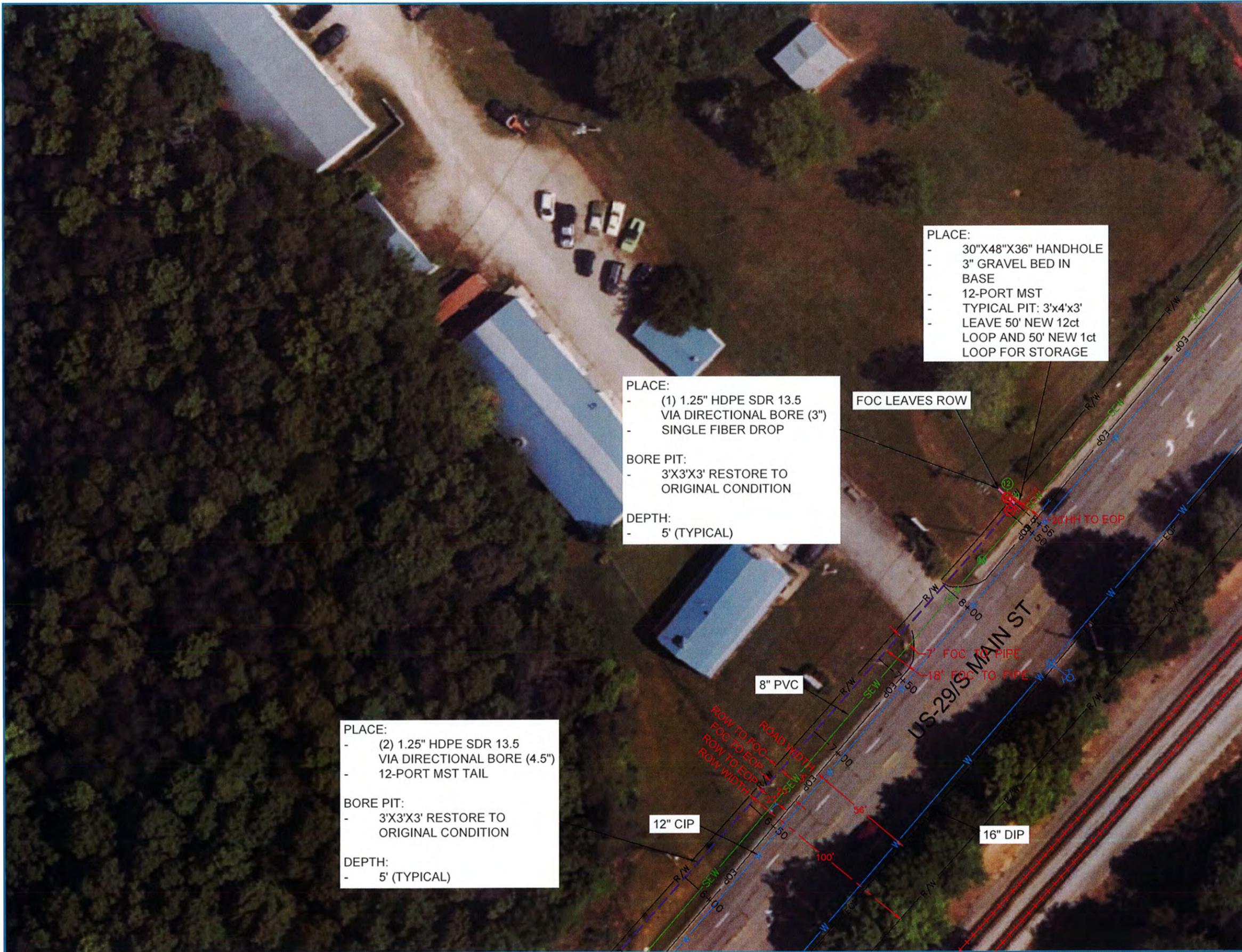


# SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

REV	DESCRIPTION	DATE

SHEET TITLE: **PROJECT SHEET**

PROJECT MANAGER:	JONATHAN DRAWDY (704) 458-0700
PROJECT ENGINEER:	DARIUS OLAZABAL
PROJECT NUMBER:	P-010735
DESCRIPTION:	ELITETOWING_P-010735
DRAWING NAME:	EliteTowing_P-010735 CITY.dwg



CONSTRUCTION NOTES

0 10' 20' 30' 40' 50'  
 SCALE: 1"=50'

811  
 Know what's below  
 Call before you dig.

# SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

REV	DESCRIPTION	DATE

SHEET TITLE: **PROJECT SHEET**

PROJECT MANAGER:	JONATHAN DRAWDY (704) 458-0700
PROJECT ENGINEER:	DARIUS OLAZABAL
PROJECT NUMBER:	P-010735
DESCRIPTION:	ELITETOWING_P-010735
DRAWING NAME:	EliteTowing_P-010735 CITY.dwg

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Public Works

Name of Presenter(s):

Requested Agenda Item: Council to consider approving a Contract Extension to MTO, Inc for cleaning services.

Description of Requested Agenda Item: 2-year contract extension with MTO, Inc for facility cleaning services in the amount of \$158,276.92 for year 1 with price adjustment allowed in year 2. Any price increase will be evaluated and amended in year 2 as necessary.

Attachments:  Yes  No

Fiscal Note: These contracted services are included in the Fiscal Year 2023-2024 Adopted Budget.

Action Requested of Council for Agenda Item: Authorize City Manager to enter into a 2-year contract with MTO, Inc in the amount of \$158,276.92 for Year 1.

## Contact Information for Group or Individual:

**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

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:

## SERVICES CONTRACT

This contract for services (the "Contract"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the **City of Salisbury**, a North Carolina municipal corporation ("**City**"), and **MTO, Inc.** ("**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 the following services cleaning of properties as noted in the attached. (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 or at the rate of \$158,276.92 once all services have been rendered in accordance with the terms of this Contract. With the City's written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. 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.
- c. N/A

3. Term. The Services will be provided from July 1, 2023 to June 30, 2025 unless sooner terminated as herein provided. The City reserves the right to extend this Agreement including all extensions or deletions not to exceed beyond a period of three (3) years from 2025.

Any request for a price increase must be made at least sixty (60) days prior to March 1st of the current contract. Any request will be evaluated prior to exercising the option to extend. The City will be the sole judge as to whether any price increase will be approved. The contractor can request a price adjustment upward or downward based on the Consumer Price Index (CPI), United States All Urban Consumer, published by the US Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month period not to exceed 5%.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the City to Provider prior to the date of termination. In addition, 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.

5. 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. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to Accounts Payable, City of Salisbury, PO Box 479, Salisbury NC 28144, for review and approval.
6. 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.
7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as 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 policy. 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.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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 to 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.
16. 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.
17. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
18. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
19. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
20. 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 this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

21. 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: Fees

22. 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.

23. 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."

24. 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.

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: \_\_\_\_\_  
DATE: \_\_\_\_\_

MTD, INC *MTD S. Garland*  
owner/president  
10/4/23

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

*M. O'Donoghue*

## PER OCCURRENCE

Empty all trash cans in offices and break areas. Replace liners as necessary  
Deposit collected trash in dumpsters or designated containers for pickup  
Collect/discard all empty boxes and other items left in designated areas that are marked, "trash"  
Restrooms: empty trash cans, replace liners sweep/vacuum floors damp mop with  
disinfectant cleaner replenish supplies including paper towels, toilet paper,  
soaps, etc.  
clean sinks with disinfectant cleaner clean and disinfect  
toilets and urinals  
clean mirrors  
Clean water fountains  
Vacuum entrance mats  
Spot mop hard surface floors as needed

## WEEKLY

Vacuum carpet of main traffic areas  
Sweep/dust mop hard surface floors, spot mop as needed  
Kitchen/break areas: remove trash, replace liners wipe counter tops and  
table tops clean sinks that are empty of dishes  
sweep/vacuum floor spot mop hard surface floors  
Clean glass entrance doors (inside and outside)  
Clean other glass at entrances (inside only)  
Wiping of conference tables

## MONTHLY

Elevators: Vacuum floor  
Wipe walls and doors with disinfectant  
Vacuum/sweep interior steps and landings, damp mop as needed  
Sweep/blow off exterior steps and landings as needed  
Detailed vacuuming of areas other than main walkways

## QUARTERLY

Low-level and high-level dusting to include baseboards and chair railing Dusting of  
common area furniture in entrance areas, etc.  
Restrooms: Dusting/wiping of stall partitions  
Dusting/wiping of all dispensers  
Wiping around light switches and doorframes in restrooms and break areas  
Dusting of window ledges, baseboards, and chair railings

## MISCELLANEOUS ITEMS

Restock supplies at each location to include each floor and storage area as needed

## NOTES:

For clarification purposes, the following responsibilities are outside the scope of the cleaning contractor: Removal of large amounts of empty boxes and other large items needing disposal Cleaning duties inside of private areas such as offices to include:

- Dusting of desks, credenzas, book cases, and other furniture
- Dusting of window frames and blinds
- Dusting of doorframes and moulding
- Cleaning of interior glass partitions, windows, and blinds
- Cleaning of dishes and other items in break room sinks
- Collection and removal of any recyclable material
- Special carpet cleaning to include spot removal

## FEES

MTO, INC (JANITORIAL SERVICES)	2022-2023	2022-2023	2023 - 2024 5% Inc	2023 - 2024
Location	Yearly \$	Monthly \$	Yearly \$	Monthly \$
CITY HALL	\$10,433.28	\$869.44	\$10,954.94	\$912.91
CITYPARK	\$8,037.12	\$669.76	\$8,438.98	\$703.25
CIVIC CTR	\$9,547.20	\$795.60	\$10,024.56	\$835.38
COB	\$14,464.57	\$1,205.38	\$15,187.80	\$1,265.65
CUST SERV	\$12,001.14	\$1,000.10	\$12,601.20	\$1,050.10
FIRE #51	\$1,225.41	\$102.12	\$1,286.68	\$107.22
FIRE #56	\$3,244.80	\$270.40	\$3,407.04	\$283.92
GROUNDS	\$3,120.00	\$260.00	\$3,276.00	\$273.00
HALL GYM	\$7,949.76	\$662.48	\$8,347.25	\$695.60
MILLER CTR	\$8,037.12	\$669.76	\$8,438.98	\$703.25
PARK AVE	\$1,567.61	\$130.63	\$1,645.99	\$137.17
PLAZA	\$6,178.10	\$514.84	\$6,487.01	\$540.58
POLICE	\$25,636.54	\$2,136.38	\$26,918.37	\$2,243.20
PS ADMIN	\$1,225.41	\$102.12	\$1,286.68	\$107.22
FACILITIES / FLEET	\$3,029.89	\$252.49	\$3,181.38	\$265.12
STREET DEPT	\$2,254.89	\$187.91	\$2,367.63	\$197.30
TRANSIT	\$3,359.20	\$279.93	\$3,527.16	\$293.93
WEST END	\$1,633.38	\$136.12	\$1,715.05	\$142.92
BELL TOWER	\$8,985.60	\$748.80	\$9,434.88	\$786.24
WATER/SEWER	\$3,213.97	\$267.83	\$3,374.67	\$281.22
SRU ADMIN	\$3,213.97	\$267.83	\$3,374.67	\$281.22
Old Wachovia Bldg			\$13,000.00	\$1,083.33
TOTAL	\$138,358.96	\$11,529.91	\$158,276.92	\$13,189.73

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Finance Department

Name of Presenter(s):

Requested Agenda Item: Council to consider approving the purchase of PO #240488

Description of Requested Agenda Item: Approve Purchase Order:

PO #240488 - Infrastructure Solutions Group Inc - Used 2022 TL3 Petersen Lightning Loader mounted on a 2022 Freightliner M2106 Chassis - \$169,000.00

Attachments:  Yes  No

**Fiscal Note:** PO240488 is for the replacement Knuckle Boom Unit 21702, funding will come from Insurance Claim Proceeds which is expected to be above the \$169,000.00 purchase price. All purchasing guidelines were followed in this purchase according to G.S 143-129(e)(10).

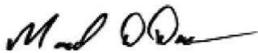
**Action Requested of Council for Agenda Item:** Authorize the City Manager to approve Purchase Order 240488 in the amount of \$169,000.00 for the purchase of a Used TL3 Petersen Lightning Loader mounted on a 2022 Freightliner M2106 Chassis and to approve a Budget Ordinance Amendment in the amount of \$169,000 to appropriate insurance claim proceeds.

## Contact Information for Group or Individual:

**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

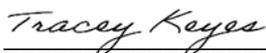
## FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



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**

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE CITY OF SALISBURY, NORTH CAROLINA TO  
APPROPRIATE INSURANCE CLAIM PROCEEDS

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

Section 1. Appropriate insurance claim proceeds to purchase replacement for damaged equipment.

Section 2. That the 2023-2024 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 011-000-000-4830.00<br>Insurance Claim Proceeds   | \$ 169,000 |
| (2) | Increase line item 011-561-000-5710.00<br>Capital Outlay - Equipment | \$ 169,000 |

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: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Rowan EDC

Name of Presenter(s): Scott Shelton

Requested Agenda Item: Request for Public Hearing – EDC ‘Project Crowe’

**Description of Requested Agenda Item:** The Rowan EDC requests that Council hold a public hearing for to receive public input and to consider a potential incentive offer for ‘Project Crowe.’ The company is considering the 713,000 square foot building currently under construction by Crowe Holdings on Peeler Road as a potential location for its new facility. If the location is chosen the company will create 80 jobs over the next three years and invest approximately \$12 million in new equipment and \$29 million in additional building up-fits.

At its February 7, 2023 meeting Council awarded a three-year incentive grant to Crow Holdings equal to 90% of the new taxes paid on real property for its \$73 million investment in constructing this new facility. The request before Council is for an assistance grant that is equal to 90 % of taxes paid on the estimated \$11.92 million taxable investment. The total estimated value of the grant is \$184,376 and will be paid in annual installments for a term not to exceed 3 years. The Economic Development Commission plans to ask the Board of Commissioners to also consider a request at its October 16, 2023 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: Schedule a public hearing for October 17, 2023.

Contact Information for Group or Individual: *Scott Shelton (704.637.5526 / scott@rowanedic.com)*

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**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)

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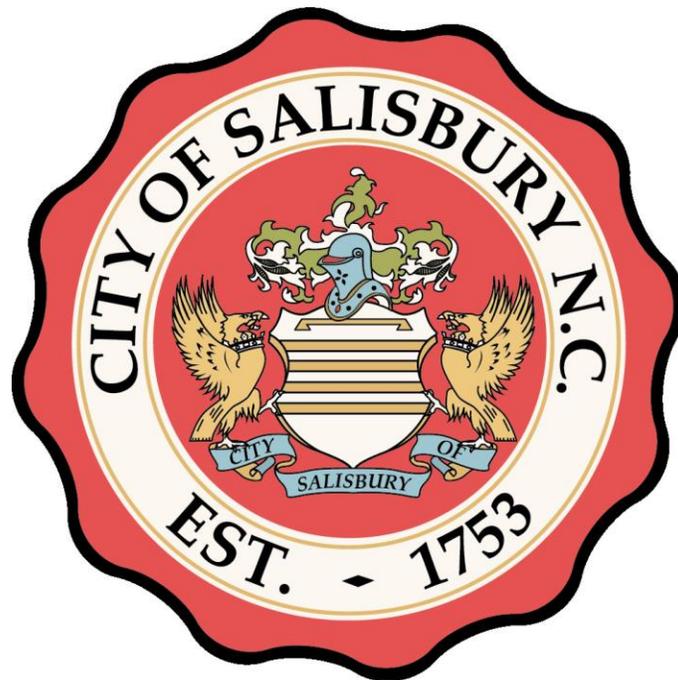


PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

ECONOMIC  
IMPACT  
SUMMARY

SUMMARY OF PROPOSED LOCATION OF  
PROJECT CROWE IN SALISBURY



October 4, 2023

The Honorable Karen Alexander and  
Members of the Salisbury City Council  
Post Office Box 479  
Salisbury, NC 28145

*Re: Summary of Proposed Location of Project Crowe in Salisbury*

Dear Mayor Alexander and Council Members:

On behalf of the Rowan EDC, please allow me to present to you this summary of the proposed location of Project Crowe in Salisbury.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in the City. This document addresses the primary drivers and impacts of the project and is designed to provide you with the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have spent substantial efforts to gather the most relevant information possible regarding the potential impacts this project could have on Salisbury and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, in addition to company officials from Project Crowe, we would like to thank:

- Marti Brenner, Managing Principal, ML Brenner Consulting, L.L.C.
- Nick Thornton, Development Associate, Crow Holdings
- Melanie Underwood, Manager, Economic Development Partnership of NC

In the preparation of this document, we have strived to utilize factual data and realistic projections. It is our intent that this document serves as a resource as you deliberate potential actions.

Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,



Scott Shelton  
Vice President

## Contents

1. Project Description
2. Regulatory Approval Process
3. Requested Assistance
4. Model of City Revenue – 10-Year Horizon
5. Closing
6. Draft Incentive Agreement
7. January 27<sup>th</sup> Memo to Council (*real property incentive request*)

## **1. Project Description**

The company behind Project Crowe has been in business for decades and is an internationally known name in its industry.

The company is currently evaluating potential properties in the southeastern United States for a new distribution center. Among the candidates for this new facility is the 713,000 square foot speculative building currently under construction by Crow Holdings on Peeler Road.

If Salisbury were chosen, the company would create 80 new jobs over the next three years and invest \$11.92 million in new equipment and \$29.3 million in tenant upfits to the building. The company plans to begin operations at its chosen location in the third quarter of 2024.

## **2. Regulatory Approval Process**

There do not appear to be any regulatory barriers to this project moving forward. The company will work with City of Salisbury officials and the Rowan County Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

## **3. Requested Assistance**

### Current Incentive Policy

The City's Investment Grant Program policy, which was approved in 2006, established three grant levels based on minimum capital investment amounts by a company. The grant is paid over five annual installments and the amount is based on a percentage of the new taxes paid to the City by the company.

<i>Grant Category</i>	<i>Minimum Investment Required</i>	<i>Grant Percentage</i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

### Prior Incentive Approval

As you will recall, on February 7<sup>th</sup>, Council approved an incentive request from Crow Holdings, the developers of this building. Crow Holdings was awarded a three-year incentive grant to equal to 90% of the new taxes paid on real property for its \$73 million investment in constructing the new facility, which is the first of two planned buildings. Under the City's current policy, the company would typically be awarded a five-year incentive grant equal to 80% of the new taxes paid. Crow Holdings requested these alternative grant terms to help them offset their approximately \$4 million in infrastructure costs.

It is estimated that, despite a higher grant percentage, reducing the real property grant term from five years to three years will result in a smaller overall grant payment and a corresponding increase in net revenue to the City of approximately \$683,000 over a ten-year period.

For your reference, the EDC's memorandum to Council summarizing this original incentive request is included in this document in Section #7.

## New Incentive Request

During this February 7<sup>th</sup> meeting, both the Rowan EDC and Crow Holdings requested, once a potential job-creating building tenant is identified, that Council consider an incentive grant for new investment in personal property as well.

Now that the new facility is a finalist for this project, we ask that Council offer a three-year incentive grant to the potential tenant for their personal property investment. The grant would be equal to 90% of the new taxes paid. These terms would be identical to what was previously awarded for real property investment.

As the below chart illustrates, utilizing the three-year / 90% grant terms for personal property investment would result in a smaller overall grant payment and a corresponding increase in net revenue to the City of approximately \$78,787 over a ten-year period when compared to the standard incentive policy.

<b>INCENTIVE GRANT (PERSONAL PROPERTY)</b>	<b>Proposed Investment</b>	<b>Grant Term</b>	<b>Grant Percentage</b>	<b>Total Grant Value</b>	<b>Total Net Revenue to City</b>
<b>City Policy</b>	\$11.92 million	5 years	80%	\$263,163	\$225,128
<b>Alternative Grant Terms</b>	\$11.92 million	3 years	90%	\$184,376	\$303,915

*Year-by-year breakdowns of estimated revenue utilizing both grant terms are provided in Section 4.*

## Other Potential Assistance

The Rowan County Board of Commissioners will hold a public hearing on October 16<sup>th</sup> to consider its own incentive grant for the project.

## **4. Model of City Revenue – 10-Year Horizon**

If Salisbury were chosen, Project Crowe plans to begin operations in the third quarter of 2024. The overall investment timeline is based on information provided to the Rowan EDC by the company.

The evolving nature of City tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The City tax rate is fixed at the current rate of \$0.616
- \$11.92 million of equipment installation occurs prior to June 30, 2024
- Depreciation for business personal property was estimated using the State of North Carolina's 2023 Depreciation Schedule A
- Ten-year lifespans were assumed for all business personal property depreciation

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

**SCENARIO 1 - CURRENT INCENTIVE POLICY TERMS (FIVE YEARS AT 80%)**

Incorporating the above framework, the following outcomes are projected for personal property only:

- During the five incentivized years, the City would collect \$328,952 in revenue and provide incentive grants totaling \$263,163. The City would retain \$65,789 of revenue during the incentive term.
- Modeled with a 10-year horizon, the City would stand to collect an estimated \$488,291, disburse a \$263,163 grant and retain an estimated \$225,128 of new revenue.

Calendar Year	2024	2025	2026	2027	2028
Fiscal Year	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
<b>Personal Property Investment</b>	\$11,920,000	\$10,728,000	\$10,608,800	\$10,728,000	\$9,416,800
<i>Personal Property Tax Rate</i>	0.616%	0.616%	0.616%	0.616%	0.616%
<b>Personal Property Taxes*</b>	\$73,427	\$66,084	\$65,350	\$66,084	\$58,007
<i>Incentive Grant Rate</i>	80%	80%	80%	80%	80%
<b>Incentive Grant</b>	\$58,742	\$52,868	\$52,280	\$52,868	\$46,406
<b>Net City Revenue</b>	\$14,685	\$13,217	\$13,070	\$13,217	\$11,601

Calendar Year	2029	2030	2031	2032	2033	Summary
Fiscal Year	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	
<b>Personal Property Investment</b>	\$7,986,400	\$6,556,000	\$5,006,400	\$3,337,600	\$2,980,000	
<i>Personal Property Tax Rate</i>	0.616%	0.616%	0.616%	0.616%	0.616%	
<b>Personal Property Taxes*</b>	\$49,196	\$40,385	\$30,839	\$20,560	\$18,357	<b>\$488,291</b>
<i>Incentive Grant Rate</i>	0%	0%	0%	0%	0%	
<b>Incentive Grant</b>	\$0	\$0	\$0	\$0	\$0	<b>\$263,163</b>
<b>Net City Revenue</b>	\$49,196	\$40,385	\$30,839	\$20,560	\$18,357	<b>\$225,128</b>

**SCENARIO 2 – ALTERNATIVE GRANT TERMS (THREE YEARS AT 90%)**

Incorporating the above framework, the following outcomes are projected for personal property only:

- During the three incentivized years, the City would collect \$204,861 in revenue and provide incentive grants totaling \$184,376. The City would retain \$20,485 of revenue during the incentive term.
- Modeled with a 10-year horizon, the City would stand to collect an estimated \$488,291, disburse a \$184,376 grant and retain an estimated \$303,915 of new revenue.

Calendar Year	2024	2025	2026	2027	2028
Fiscal Year	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
<b>Personal Property Investment</b>	\$11,920,000	\$10,728,000	\$10,608,800	\$10,728,000	\$9,416,800
<b>Personal Property Tax Rate</b>	0.616%	0.616%	0.616%	0.616%	0.616%
<b>Personal Property Taxes*</b>	\$73,427	\$66,084	\$65,350	\$66,084	\$58,007
<b>Incentive Grant Rate</b>	90%	90%	90%	0%	0%
<b>Incentive Grant</b>	\$66,084	\$59,476	\$58,815	\$0	\$0
<b>Net City Revenue</b>	\$7,343	\$6,608	\$6,535	\$66,084	\$58,007

Calendar Year	2029	2030	2031	2032	2033	Summary
Fiscal Year	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	
<b>Personal Property Investment</b>	\$7,986,400	\$6,556,000	\$5,006,400	\$3,337,600	\$2,980,000	
<b>Personal Property Tax Rate</b>	0.616%	0.616%	0.616%	0.616%	0.616%	
<b>Personal Property Taxes*</b>	\$49,196	\$40,385	\$30,839	\$20,560	\$18,357	<b>\$488,291</b>
<b>Incentive Grant Rate</b>	0%	0%	0%	0%	0%	
<b>Incentive Grant</b>	\$0	\$0	\$0	\$0	\$0	<b>\$184,376</b>
<b>Net City Revenue</b>	\$49,196	\$40,385	\$30,839	\$20,560	\$18,357	<b>\$303,915</b>

## **5. Closing**

This project appears to have several positive attributes and no apparent liabilities. If Salisbury were chosen, Project Crowe would create a total of 80 new full-time jobs. In addition to real property revenue, the company's personal property investment of \$11.29 million would also generate approximately \$304,000 of net tax revenue in personal property for the City over the next ten years.

On behalf of the Rowan EDC, we look forward to providing you with any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

## **6. Draft Incentive Agreement**

A copy of the proposed incentive agreement is being drafted for your review and approval at a subsequent meeting.

**7. January 27<sup>th</sup> Memo to Council (*real property incentive request*)**

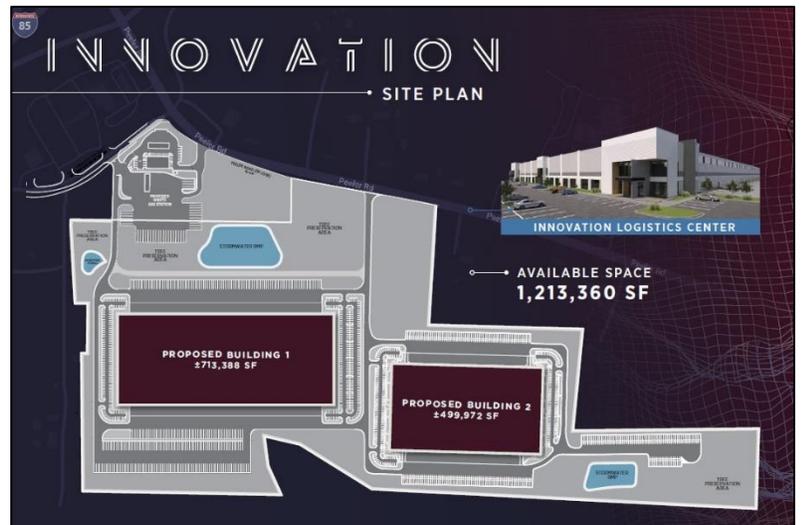
# Memorandum

Date: January 27, 2023

To: Salisbury City Council  
 Cc: Jim Greene, City Manager  
 Connie Snyder, City Clerk  
 From: Scott Shelton, Vice President  
 Re: *Summary of proposed incentive agreement with Crow Holdings*

Dear Mayor Alexander and Council Members,

Thank you for hearing this request from Crow Holdings Development (Crow). As you will recall, the company is planning two new Class A speculative buildings on a site located between Peeler Road and Pietryk Road. The site is comprised of seven parcels (Parcels 408-030, 410-001, 410-019, 410-029, 410-112, 410-124, and 410-128) and Council voted to annex the site on May 17th. Crow plans to court both manufacturing and distribution companies as potential tenants for the new facilities. The first building will be approximately 713,000 square feet and the second building will be approximately 500,000 square feet.



Crow estimates that it will invest at least \$73 million in new construction for this project. The proposed site currently lacks public water and sewer, and extensions will be necessary to make the project viable. In addition to public sewer and water extensions, the site requires offsite public road improvements on Peeler Road, as well as on Pietryk Road. The company estimates the cost of these infrastructure improvements to be \$3.97 million. Crow will pay for these improvements and is asking that the City Council consider a tax incentive grant to help them offset their infrastructure costs. The company is requesting an incentive grant that differs from the City’s standard policy. Below is a summary of the current City policy, Crow’s proposal, and a side-by-side comparison.

## Current City Incentive Policy

The City’s Investment Grant Program policy, which was approved in 2006, established three grant levels based on minimum capital investment amounts by a company. The grant is paid over five annual installments and the amount is based on a percentage of the new taxes paid to the City by the company.

<i>Grant Category</i>	<i>Minimum Investment Required</i>	<i>Grant Percentage</i>
Level 1 Grant	\$5 million	75%
Level 2 Grant	\$50 million	80%
Level 3 Grant	\$100 million	85%

*Be an original.*

Based on the City’s current incentive policy, Crow’s project would be eligible for a Level 2 Grant which is equivalent to 80% of any new real property taxes paid to the City over a five-year period.

As illustrated below, a \$73 million taxable investment by Crow would result in an incentive grant valued at \$2.1 million when using the current incentive policy. The City of Salisbury would also receive \$3.1 million in net revenue over a ten-year period.

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000
<b>City Tax Rate</b>	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
<b>City Tax Revenue</b>	Local Taxable Capital Investment times City Tax Rate	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308
<b>Expansion Grant %</b>	80% for 5 years.	80%	80%	80%	80%	80%
<b>Expansion Grant %</b>	City Tax Revenue times Expansion Grant	\$420,246	\$420,246	\$420,246	\$420,246	\$420,246
<b>City Net Revenue</b>	City Tax Revenue minus Expansion Grant	\$105,062	\$105,062	\$105,062	\$105,062	\$105,062

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
<b>Total Capital Investment</b>	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000
<b>City Tax Rate</b>	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
<b>City Tax Revenue</b>	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308	\$5,253,080
<b>Expansion Grant %</b>						
<b>Expansion Grant %</b>	\$0	\$0	\$0	\$0	\$0	\$2,101,232
<b>City Net Revenue</b>	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308	\$3,151,848

**Crow Holdings Development Proposal**

Crow would like to recoup their infrastructure-related costs over a shorter period of time than the standard, 5-year grant term. As a result, the Company is asking Council to consider a grant equivalent to 90% of any new real property taxes paid to the City over a three-year period. These grant terms are identical to an incentive approved for Trammel Crow Development’s speculative project at the April 5<sup>th</sup> Council Meeting.

When using Crow’s requested grant parameters, a \$73 million taxable investment by the Company would result in a tax incentive grant valued at \$1.4 million. The City of Salisbury would also receive \$3.8 million in net revenue over a ten-year period.

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Total Capital Investment</b>	Total planned amount of Expansion project	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000
<b>City Tax Rate</b>	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
<b>City Tax Revenue</b>	Local Taxable Capital Investment times City Tax Rate	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308
<b>Expansion Grant %</b>	90% for 3 years.	90%	90%	90%		
<b>Expansion Grant %</b>	City Tax Revenue times Expansion Grant	\$472,777	\$472,777	\$472,777	\$0	\$0
<b>City Net Revenue</b>	City Tax Revenue minus Expansion Grant	\$52,531	\$52,531	\$52,531	\$525,308	\$525,308



PARTNERSHIP for ECONOMIC DEVELOPMENT  
SALISBURY, NC

*Be an original.*

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Total Capital Investment	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000	\$73,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308	\$5,253,080
Expansion Grant %						
Expansion Grant \$	\$0	\$0	\$0	\$0	\$0	\$1,418,332
City Net Revenue	\$525,308	\$525,308	\$525,308	\$525,308	\$525,308	\$3,834,748

**Side By Side Comparison**

As the below chart illustrates, Crow’s incentive request would result in a smaller overall grant payment and a corresponding increase in net revenue to the City of approximately \$683,000 over a ten-year period.

INCENTIVE GRANT	Proposed Investment	Grant Term	Grant Percentage	Total Grant Value	Total Net Revenue to City
City Policy	\$73 million	5 years	80%	\$2,101,232	\$3,151,848
Crow Holdings	\$73 million	3 years	90%	\$1,418,332	\$3,834,748

**Additional Notes**

It is important to note that Crow’s incentive request would apply only to real property improvements and taxes. Once a job-creating tenant occupies the building, Crow would like the City to consider offering an incentive grant to the tenant based on its taxable investments in business personal property.

**Closing**

Thank you for considering this request. We have the opportunity to partner with a company whose investment should help us attract additional jobs and investment in the City of Salisbury. If approved, news of this project will resonate positively with other developers and companies that are considering Salisbury and will increase our reputation as a business-friendly community.

On behalf of the staff of the Rowan EDC, we look forward to providing you any additional information or meeting with you personally to discuss these findings in detail. Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Yours truly,

Scott Shelton  
Vice President

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Transportation Department

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

Requested Agenda Item: Council to consider permanently closing an alley located off the 800 block of North Jackson Street in accordance with NCGS 160A-299

## Description of Requested Agenda Item:

On September 19, 2023, City Council adopted a resolution of intent to permanently close an alley located off the 800 block of North Jackson Street. A public hearing was scheduled for October 17, 2023, and all notifications have been made to the public as required by state statutes.

Street and alley closings are regulated by General Statute 160A-299. In accordance with the statute, closing of a street must not be "contrary to the public interest", and no individual shall be "deprived of reasonable means of ingress and egress to his property" by the closing. Staff believes that these conditions have been satisfied.

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)*

There will be no fiscal impact regarding this request

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

Council to permanently close an alley located off the 800 block of North Jackson Street

- 1) Hold a public hearing
- 2) Adopt a Resolution accepting an offer of dedication for the right-of-way
- 3) Adopt an Order to close the alley

## Contact Information for Group or Individual:

Wendy Brindle, Transportation Director  
704-638-5201/wbrin@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:**

# EXHIBIT A



Alley to be closed



### PETITION TO CLOSE A STREET OR ALLEY

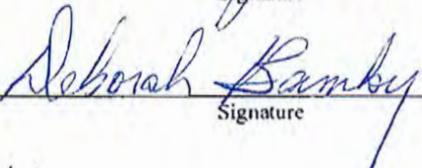
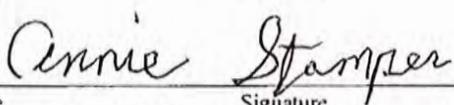
We the undersigned, being the owners of real property adjoining a street or alley as shown on Tax Map 003, do hereby petition the City Council of Salisbury, North Carolina to permanently close a street or alley pursuant to the North Carolina General Statutes, Section 160A-299. The street or alley to be closed can be generally described as follows:

A 10' alley between 818 N Jackson Street and 300 W Henderson Street. The alley is 10' x 190' as shown on the attached exhibit.

GS 160A-299 may be found on the internet at:  
[www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter\\_160A/GS\\_160A-299.html](http://www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter_160A/GS_160A-299.html)

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 contain the signatures of all owners of property adjacent to the street or alley.
2. The petition must include a recorded map or preliminary survey showing the portion of street or alley to be closed. Any preliminary survey shall be prepared for recordation after consultation with the City. A tax map is not sufficient.
3. The petition must include a description prepared from a survey or recorded map. A metes and bounds description may be required.
4. The petition must include a filing fee in the amount of \$500.00.
5. If public or private utilities are located in the street or alley, the map and description must provide acceptable easements for the utilities. Any costs associated with preparing the easements will be the responsibility of the petitioner(s).
6. If curb and gutter must be replaced to close the street or alley, the cost of the curb and gutter will be the responsibility of the petitioner(s).
7. It typically takes approximately eight weeks for the closing to become official.

David & Joyce Hamilton		003.112	7-19-2023
Printed Name	Signature	Tax Map & Parcel	Date
Deborah Bamby		003 113	7/19/2023
Printed Name	Signature	Tax Map & Parcel	Date
Joshua Hedrick		003 114	
Printed Name	Signature	Tax Map & Parcel	Date
Olin Stamper		003 115	
Printed Name	Signature	Tax Map & Parcel	Date

(Attach additional petition forms if needed) Form Revised 11-01

Contact Person Mauricio Tabora Telephone Number 504-616-2463

CITY OF SALISBURY

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



### PETITION TO CLOSE A STREET OR ALLEY

We the undersigned, being the owners of real property adjoining a street or alley as shown on Tax Map \_\_\_\_\_, do hereby petition the City Council of Salisbury, North Carolina to permanently close a street or alley pursuant to the North Carolina General Statutes, Section 160A-299. The street or alley to be closed can be generally described as follows:

A 10' alley between 1876 N Jackson Street and 203 W Union Street. The alley is 10' x 997' in size and is the area not on the

GS 160A-299 may be found on the internet at [www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter\\_160A/GS\\_160A-299.html](http://www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter_160A/GS_160A-299.html)

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.

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3. The petition must include a description prepared from a survey or recorded map. A metes and bounds description may be required.
4. The petition must include a filing fee in the amount of \$500.00.
5. If public or private utilities are located in the street or alley, the map and description must provide acceptable easements for the utilities. Any costs associated with preparing the easements will be the responsibility of the petitioner(s).
6. If curb and gutter must be replaced to close the street or alley, the cost of the curb and gutter will be the responsibility of the petitioner(s).
7. It typically takes approximately eight weeks for the closing to become official.

Printed Name: Donald George Hunt Signature: [Signature] Tax Map & Parcel: 003.112 Date: 8/10/2023

Printed Name: [Signature] Signature: [Signature] Tax Map & Parcel: 003.113 Date: [Signature]

Printed Name: [Signature] Signature: [Signature] Tax Map & Parcel: 003.114 Date: 8/10/2023

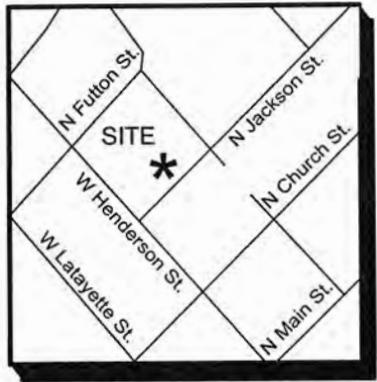
Printed Name: Carnie Stamps Signature: [Signature] Tax Map & Parcel: 003.115 Date: \_\_\_\_\_  
(Printed name and signature must be identical) (Date must be 11/11/21)

Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

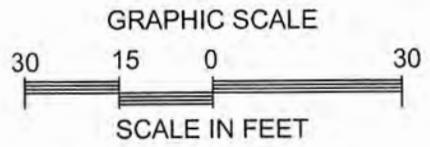
CITY OF SALISBURY  
P.O. BOX 49 SALISBURY, NORTH CAROLINA 28134-0049

NOTES :

1. SUBJECT: ALLEY TO BE ABANDONED
2. AREA COMPUTED BY COORDINATE METHOD.
3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS OR RIGHT-OF-WAYS.
4. SUBJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD ZONE.
5. ALL DISTANCES SHOWN ARE HORIZONTAL MEASUREMENTS.
6. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATIONS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS HAVE BEEN MADE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
7. REFERENCE: PB 9995 PG 22



VICINITY MAP NOT TO SCALE

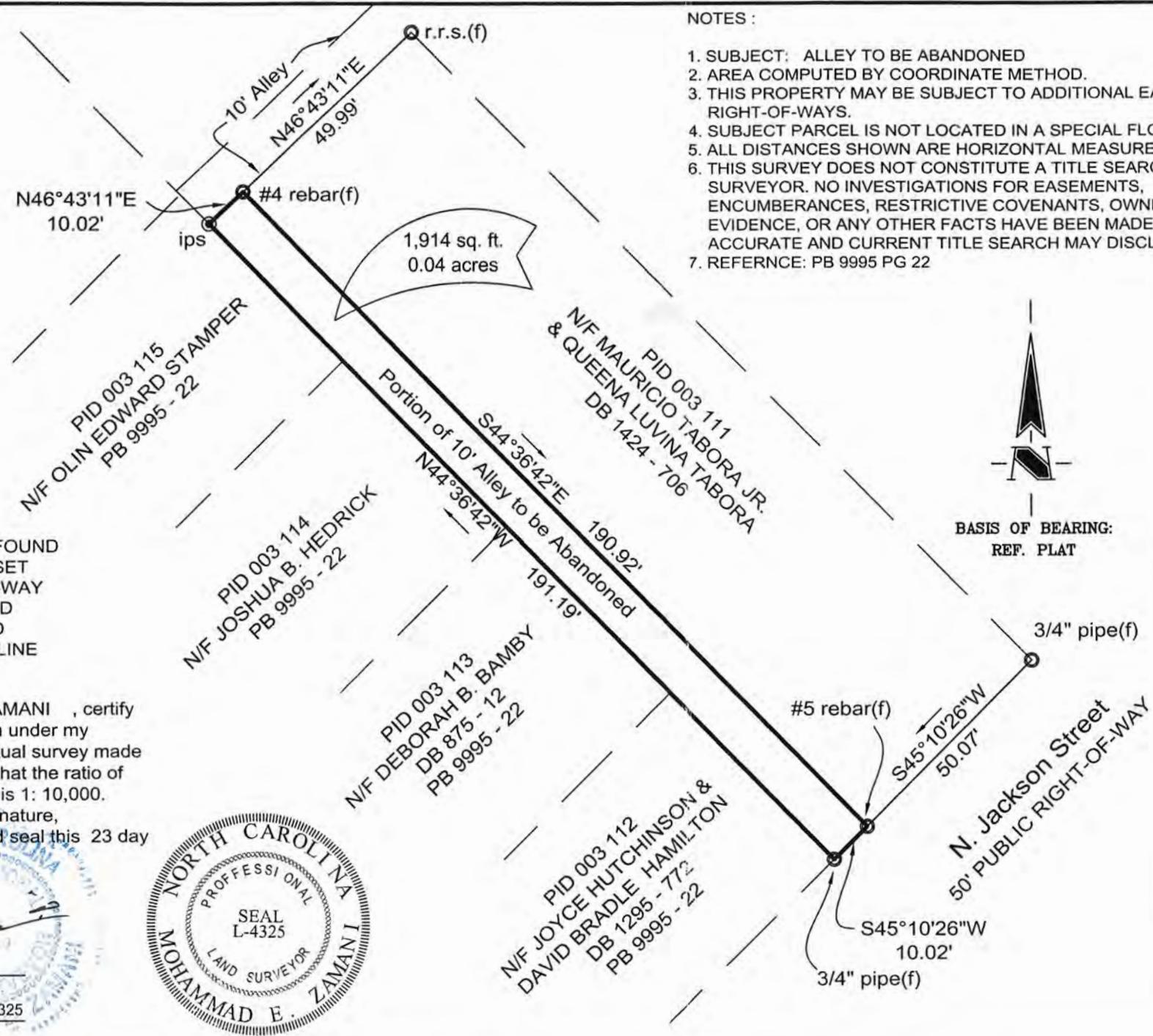


LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- R/W RIGHT-OF-WAY
- r.y. REAR YARD
- s.y. SIDE YARD
- s.b.l. SETBACK LINE
- (f) FOUND

I, MOHAMMAD E. ZAMANI, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated is 1: 10,000. Witness my original signature, registration number and seal this 23 day of July, A.D., 2023

Surveyor  
Registration Number L-4325



PHYSICAL SURVEY  
At 818 N. Jackson Street  
City of Salisbury  
Rowan County, North Carolina

PREPARED FOR:  
Mauricio Tabora & Queena Tabora

CSC of NC, PC  
P.O. BOX 691150  
CHARLOTTE, N.C. 28227  
(704) 573-0112  
FIRM LICENSE No. C-2350

DATE: July 23, 2023	JOB No.: N Jackson Street	DRAWN BY: MS
------------------------	------------------------------	-----------------

**RESOLUTION PERTAINING TO THE PROPOSED CLOSING OF AN ALLEY  
LOCATED OFF THE 800 BLOCK OF NORTH JACKSON STREET**

WHEREAS, the City Council of the City of Salisbury is considering a proposal to close the following:

*Beginning at a #5 rebar in the west edge of the right-of-way for N. Jackson Street, point being located 50.07', S45°10'26"W of a ¾" pipe being the northeast corner of Mauricio Tabora Jr and Queena Luvina Tabora and referenced in DB 1424-706; thence, 10.02', S45°10'26"W to a ¾" pipe found; thence, 191.19', N44°36'42"W to an iron pin set along the northern property line of Olin Edward Stamper; thence, 10.02', N46°43'11"E to a #4 rebar found; thence, 190.92', S44°36'42"E to the point of BEGINNING, and as shown on a survey by CSC of NC, PC dated July 23, 2023.*

WHEREAS, the City Council of Salisbury has the authority to accept the dedication of the aforementioned right-of-way for public use.

**NOW, THEREFORE**, be it resolved that the City Council accepts the offer of dedication for public use the aforementioned right-of-way on this 17<sup>th</sup> day of October, 2023.

This 17<sup>th</sup> day of October, 2023.

CITY COUNCIL OF THE CITY OF SALISBURY,  
NORTH CAROLINA

By: Connie B. Snyder, NCCP  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

BEFORE THE CITY COUNCIL OF  
THE CITY OF SALISBURY  
NORTH CAROLINA

IN THE MATTER OF:

CLOSING AN ALLEY LOCATED OFF THE  
800 BLOCK OF N JACKSON STREET

**ORDER CLOSING AN ALLEY  
LOCATED OFF THE 800 BLOCK OF N  
JACKSON STREET**

**THIS CAUSE**, coming on to be heard and being heard before the City Council of the City of Salisbury, Rowan County, North Carolina, at the regular meeting of said Council held on October 17, 2023 at 6:00 p.m., and it appearing to the Council that persons, firms, and corporations owning property adjoining the right-of-way described in the Petition filed in this cause were properly notified of the Petition; and it further appearing that said alley is not maintained by the Department of Transportation; and it further appearing that notice of this hearing was duly published in THE SALISBURY POST on September 24, September 28, October 5 and October 12, 2023.

And it further appearing to the Council and the Council finding as a fact, that the closing of the right-of-way, as described in the Petition filed in this cause, is not contrary to the public interest or the property rights of any individual, and that no individual owning property in the vicinity of said alley or in the subdivision in which they are located will be deprived of reasonable means of ingress and egress to his property by the closing of said right-of-way; and it further appearing to this Council that the relief prayed in the Petition should be granted.

**IT IS NOW, THEREFORE, ORDERED AND DECREED** by the City Council of the City of Salisbury, Rowan County, North Carolina, pursuant to and in accordance with the authority vested in this Council by the General Statutes of North Carolina, Section 160A-299, that an alley located off the 800 block of North Jackson Street, which is more particularly described as follows:

*Beginning at a #5 rebar in the west edge of the right-of-way for N. Jackson Street, point being located 50.07', S45°10'26"W of a ¾" pipe being the northeast corner of Mauricio Tabora Jr and Queena Luvina Tabora and referenced in DB 1424-706; thence, 10.02', S45°10'26"W to a ¾" pipe found; thence, 191.19', N44°36'42"W to an iron pin set along the northern property line of Olin Edward Stamper; thence, 10.02', N46°43'11"E to a #4 rebar found; thence, 190.92', S44°36'42"E to the point of BEGINNING, and as shown on a survey by CSC of NC, PC dated July 23, 2023.*

Be and the same is hereby forever **CLOSED**.

This the 17<sup>th</sup> day of October, 2023.

CITY COUNCIL OF THE CITY OF SALISBURY,  
NORTH CAROLINA

BY: \_\_\_\_\_  
Karen K. Alexander, Mayor

\_\_\_\_\_  
Connie B. Snyder, NCCP  
City Clerk

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

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 “Wright-Hobson House” located at 302 South Fulton 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 May 11, 2023, the Historic Preservation Commission received a Local Historic Landmark - Property (LHL-P) pre-application from Karen Hobson, 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 July 23, 2023, which recommended recognition of the Wright-Hobson House as a local landmark. On September 14, 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 5-0 (4 absent) to recommend approval of the LHL-P application to City Council.

The Wright-Hobson House is located within the Salisbury National Register Historic District and West Square Local Historic District. If approved, this would be the City’s eighth Local Historic Landmark.

Attachments:  Yes  No

1. Staff Report
2. Local Historic Landmark Report as prepared by the applicant
3. 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)*

Contact Information for Group or Individual:

# 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:

\_\_\_\_\_  
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 Council  
Local Historic Landmark Application  
Staff Report

**Case #:** HL-02-2023  
**Case Staff:** Emily Vanek  
  
**Owner(s):** Karen Hobson  
**Applicant(s):** Karen Hobson and Karen Lilly-Bowyer  
**Authorized Agent(s):** None

**LOCATION**

**District:** West Square Local Historic District and Salisbury  
National Register Historic District  
**Buildings:** Wright-Hobson House  
**Street:** 302 South Fulton Street  
**Tax Parcel #:** 010 053

**BUILDING DESCRIPTION**

**Classification:** Contributing  
**Year Built:** 1912  
**Style:** Neo-Classical

**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 Establish a Local Historic Landmark Overlay

#### Special significance

- 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.

#### Integrity

- 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.

#### 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, as defined in this section.
- The proposed property must be found to have integrity in all seven aspects.

### Consequences of Landmark Designation

As required for properties designated within a local historic district, a local historic landmark within or outside of a local district shall obtain a Certificate of Appropriateness (COA) must be obtained from the HPC before any changes are made on the landmarked portion of the property.

This may include the building, grounds, and interior depending on how the local landmark ordinance was presented and adopted. Contact City of Salisbury staff to obtain information regarding the required COA prior to commencing work as unauthorized alterations may result in a notice of violation (NOV). A NOV could result in the removal of the local historic landmark status on the property.

It is the property owner's responsibility to apply to the tax office for the real property tax deferral of up to 50% of the ad valorem property taxes on the designated landmark property. This deferral exists as long as the property retains its local historic landmark status. Any new owners of a landmarked property must contact City staff to receive a copy of the approved landmark ordinance and then notify the Rowan County Tax office regarding the new ownership.

## **STAFF FINDINGS**

### **Special Significance**

The applicant is requesting consideration for Local Historic Landmark-Property designation for the Wright-Hobson House under Criteria C. The house is the only red brick Neo-classical house in Salisbury and was designed by architect Louis Asbury who was a prolific architect in the Charlotte-area and is often considered the first professional North Carolina based architect.

### **Integrity**

Staff finds that the Wright-Hobson House retains integrity in all seven aspects.

- **Location** – The house has not been moved and sits at its original location.
- **Design** – The Neoclassical design of the house has been retained. Though wooden roof line balustrades have been removed, the house retains the majority of features that illustrate the Neoclassical style in terms of massing, textures, and spatial relationships. Distinguishing Neoclassical details like full height entry porch with lower full width porches, ornate front door, and cornices are found on the house.
- **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 full height entry porch with lower full width porches is an uncommon subtype of the Neoclassical design that was most popular before WWI. The detailing of the cornices and stained glass windows, use of vernacular brick and granite, and wooden windows, doors, and other detailing reflect the period in which the house was constructed.
- **Materials** – Vernacular materials, such as granite keystones around the front door, steps on the front entry and porch, and windows sills and red brick, are found on the house and are well preserved. There have been very few changes to the house, and none affect the materiality of original features.
- **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 Louis Asbury. The Neoclassical style is one which he was especially known for and notable features of Asbury’s designs, like red brick and classical detailing, are present on the house. Other known Louis Asbury designs in Salisbury are the Yadkin Hotel and Eastover.

### Designation

The landmark application report proposes the entire exterior of the house, accessory structure, 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 create new local review protections to historic features.

### **HPC PRE-APPLICATION DECISION**

At the May 11, 2023, HPC meeting, the commission found that the Local Historic Landmark pre-application for the Wright-Hobson House may be found to qualify as a Local Historic Landmark.

### **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 July 27, 2023, SHPO’s response was received and provided to the applicant. Jeff Smith, National Register Coordinator’s response is below:

*The Wright-Hobson House (RW1172 / the aka R. Lee Wright House) retains many hallmarks of the Neoclassical architectural style and is sited on its original parcel surrounded by period landscaping elements. In light of these facts and for reasons cited in the local designation report, I concur with the recommendation to recognize the Wright-Hobson House located on S. Fulton Street in Salisbury as a local landmark.*

### **HPC ACTION**

At the September 14, 2023, HPC meeting, the 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 5-0 (4 absent) to recommend approval of the LHL-P application to City Council.

# Landmark Designation Report

## Wright-Hobson House Salisbury, North Carolina

### I. General Information

1. Property Name: Wright-Hobson House
2. Property Location: 302 South Fulton Street, Salisbury, NC 28144
3. Tax Parcel: 010 053
4. Current Owner: Karen L. Hobson
5. Owner's Mailing Address: 302 South Fulton Street, Salisbury, NC 28144
6. Appraised Value of the Property: \$563,550

### II. Abstract

1. The Wright-Hobson House is proposed for local landmark designation because of its architectural style and its superb construction as well as for its notable architect. Located on South Fulton Street in the Salisbury, the house is an excellent example of the Neoclassical Revival style designed by Louis H. Asbury, a well-known Charlotte architect who is recognized for his influence on North Carolina architecture in the early twentieth century. The house was beautifully crafted and it has been maintained with a high degree of historical integrity. The Wright-Hobson House is significant as one of only two Neoclassical Revival houses in the West Square Historic District and the only one that is constructed of red brick, a hallmark of Asbury's work. Additionally, the property is recognized as the residence of two notable Salisbury families: The Honorable Judge Robert Lee Wright and Edwin Sumner Hobson, a North Carolina textiles executive and international textiles consultant.
2. The exterior of the house and the original free-standing garage are to be included in the designation as well as the landscaped grounds that encompass the .3358-acre land plot. The interior is not to be included in the designation.

### III. Historical Background

1. The Wright-Hobson house was built on land that was once owned by J.J. Summerell who was one of Salisbury's early doctors. Dr. Summerell's daughter, Hope Summerell Chamberlain, was the author of *This Was Home* which examined the antebellum culture of Salisbury and Rowan County. The book which was considered quite controversial at

publication continues to be a quality source of reference material for anyone who wishes to study the historical fabric of Salisbury.

Dr. Summerell acquired the northern half of the block fronting South Fulton Street bounded by West Bank Street and South Ellis Street. On this 80,000 square foot property, Dr. Summerell built a house and office where he raised his family and practiced medicine until his death in 1893. His wife, Ellen H. Mitchell Summerell, was the daughter of Elisha Mitchell, the noted geologist after whom Mount Mitchell is named. Mrs. Summerell died in 1887.

After the death of their parents, the four Summerell children agreed to value and divide the property. The results are recorded in a document dated November 1, 1894.<sup>1</sup> Their daughter, Anna M. Coit, received the corner site with the house where she lived and taught dance until 1902. This site, which was also the most valuable, had 106 feet of frontage on South Fulton Street with a depth of 188 feet along West Bank Street. In 1900, Coit sold off the back 50 feet of the site on West Bank Street, and in 1902 she sold remaining property to Frank R. Brown.

2. In 1912, Robert Lee Wright, a Salisbury attorney, purchased the Coit portion of the Summerell land from Frank R. Brown, tore down the Summerell house and commissioned Louis Asbury to design a residence. The Wright-Hobson House was built later that year by the L.S. Bradshaw Construction Company.

As a young man Mr. Wright wrote to Harvard University and asked for a copy of the curriculum and planned his studies accordingly, studying law in the office of James W. Rumble. Wright began his law practice in Salisbury in 1889 at the age of 21. Wright represented Rowan County in House General Assembly from 1901-1903 and in the State Senate from 1905-1907 and from 1919-1920. He became the judge of Recorder's Court in Rowan County in 1919 and from 1924-1927 he was a Justice of the North Carolina Supreme Court.<sup>2</sup> When Judge Wright died in 1955, he was the oldest member of the Rowan Bar Association. His wife, the former Sallie Bird Oakes, continued to live in the house until her death in 1961. Mrs. Wright was quite active in the DAR at both the state and local levels and in other prominent historical associations of the day.

Mrs. Wright's niece Sallie Lee Oakes Edwards, whom she reared, was left a life estate in the house. However, Mrs. Edwards purchased the house from the estate's administrator, George R. Uzzell in 1963 pursuant to a court approved sale of the property. Mrs. Edwards remained in the house until, for health reasons, she was moved to a local nursing home. Mrs. Edwards died September 26, 1968.

After sitting vacant for a few years, the Wright House was purchased in 1969 by Edwin Sumner and Helen Brown Hobson. The Hobson's were returning to Salisbury after a 15 year absence. Ed Hobson grew up in Salisbury and the Hobson family has been in the

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<sup>1</sup> Rowan County, NC Register of Deeds, book 76, p. 505+.

<sup>2</sup> "Lee Wright Dies After Long and Active Career," Salisbury Evening Post, March 13, 1955.

area since 1848 when Samuel Augustus and Anne Morehead Hobson purchased a farm in Jerusalem, Davie County from Judge John Stokes.

Ed, a graduate from NCSU in industrial engineering, was in the textiles business most of his life. With one year of college behind him, Ed enlisted in the army and fought in the European Theater of Operations during World War II. He was awarded a Bronze Star for meritorious combat service in the Battle of the Bulge. Ed finished college after the war and married Helen Parker Brown from Albemarle in November 1950. Helen, a graduate of Salem College, was an avid bridge enthusiast playing in tournaments throughout the state and earning her Life Masters.

The Hobsons had three children, Karen, Katherine and Edwin. When they returned to Salisbury, Katherine and Edwin completed school in the area. The Hobsons were very much part of the “Bank Street set,” a lively neighborhood in the historic West Square area of Salisbury. In the mid-80s, they spent two years in Cairo where Ed helped the Egyptian textiles industry improve the caliber of manufacturing yarn from cotton. Ed died after a brief illness on February 26, 1998. Helen continued to live in the house until her death on June 16, 2011.

Karen, their oldest child, a graduate of NC State University in Architecture with an MBA from the University of Chicago, decided to keep the house after her mother died. Karen moved from New York to Salisbury in mid-2012 after retiring from a career that included overseas real estate projects. She continues to live in and work on the house. Prior to returning to Salisbury, Karen oversaw the restoration of the portico and front columns for Mrs. Hobson in the early 2000s as well as other exterior work on the house. After returning to Salisbury, Karen was on the board of Historic Salisbury Foundation and served as its executive director for two and a half years. She has also advised Salisbury's Community Development Corporation on the acquisition and renovation of dilapidated historic houses.

The Wright-Hobson House is architecturally significant in its own right, but also, for its association with the architect, Louis Humbert Asbury. Louis Humbert Asbury is recognized as an important early leader in the state’s architectural profession. He was the first native of North Carolina to be elected to the American Institute of Architects. Asbury received his undergraduate education at Trinity College (Duke University) and completed his architectural degree at the Massachusetts Institute of Technology in 1903. Mr. Asbury worked in Boston as an architect for the firm of Cram, Goodhue, and Ferguson until 1908. In 1906, Louis and a friend bicycled across Europe to study architecture. His adventure included the Gothic churches of England, France and Italy.<sup>3</sup> In 1908, Asbury returned to Charlotte, North Carolina and opened his own architectural

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<sup>3</sup> Authors: William B. Bushong, Catherine W. Bishir. Contributors: Dan Morrill, Charlotte V. Brown, “Asbury, Louis H.,” North Carolina Architects & Builders, A Biographical Dictionary, 2009, <http://ncarchitects.lib.ncsu.edu/people/P000449>.

practice and quickly became an important architect for this fast-growing city of the New South.<sup>4</sup>

Asbury had a long and prolific career in Charlotte and his work can be seen all over North Carolina; yet, Asbury is best known for his work in the Piedmont Region. He is well known for his “quietly elegant works in the Colonial Revival, Tutor Revival and Neoclassical Revival modes.”<sup>5</sup> Asbury was instrumental in the development of downtown Charlotte as he designed some of Charlotte’s most important civic buildings and skyscrapers of the period. The *Charlotte Observer* commented, “As one of the city’s first professional architects, he helped design the town.”<sup>6</sup> Three of his buildings won honor awards from the North Carolina chapter of the AIA: the Mecklenburg County Courthouse in 1929, the first year the awards were given; Myers Park United Methodist Church in 1930; and St. Philip’s Episcopal Church in Brevard in 1931.<sup>7</sup> Several of Asbury’s downtown buildings were designated as some of Charlotte’s first Historic Landmarks.

Asbury designed a number of projects for Rowan County clients between 1909 and 1937. Among those clients/properties the following residential properties are included: C.S. Morris, John S. Henderson (alterations), R. Lee Wright, W. J. Swink (Eastover), S.W. Harry, Dewitt C. Swearingen, Dr. Fredrick B. Spencer, Hearne Swink, and Dr. C.D. Wheeler.<sup>8</sup>

3. The Wright-Hobson House was built in 1912, designed by Louis H. Asbury and built by the L.S. Bradshaw Construction Company. The property has been in the ownership of two families: R. Lee Wright and wife, and Edwin S. Hobson and wife and the Hobson’s daughter, Karen L. Hobson.
4. No additions or alterations have been made to the “footprint” of the house or the garage.
  - 1926: Sash and casement window topped by fanlight over the portico was rebuilt and enlarged after a fire.
  - Prior to 1955: Balustrades on first floor roof and portico roof as well as on the widow’s walk were removed.
  - Prior to 1969: Left front Corinthian column and its capital were replaced.
  - 2002: Portico roof was replaced. Surrounding cornices were replaced or repaired as needed.
  - 2004: Right front Corinthian column and capital replaced. The middle right column’s capital was also replaced.

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<sup>4</sup> Bushong, Bishir, Morrill, Brown, “Asbury, Louis H.”

<sup>5</sup> Bushong, Bishir, Morrill, Brown, “Ashbury, Louis H.”

<sup>6</sup> Bushong, Bishir, Morrill, Brown, “Ashbury, Louis H.”

<sup>7</sup> Hobson, Karen, Research for Salisbury Historic Foundation, October Tour, 2013.

<sup>8</sup> Hood, David Foard, *The Architecture of Rowan County North Carolina*, Historic Salisbury Foundation, Inc., 2000.

-2002-2012: Flat roofs were covered in black EDPM. Work was completed in stages.

#### **IV. Assessment**

1. The Wright-Hobson House is a 1912, historically maintained 4,520 square foot, two and one half-story brick Neoclassical Revival style residence that features a large semi-circular portico with six Corinthian columns flanked by deep one-story porches, a slate roof and stained-glass windows. The house, built of red brick, is the only brick Neoclassical Revival residence in the West Square Historical District in Salisbury. It is significant for its architectural design and detailing as well as for its architect, Louis H. Asbury, a well known Charlotte, North Carolina architect and an early leader in the state's architectural profession.

The house is proposed for local landmark designation for reason c): the importance of its architectural design and style, its superb construction and its architect, Louis H. Asbury.

2. Architectural Description:

##### **Summary and Setting:**

The Wright-Hobson House sits on a prime corner in the heart of Salisbury's historic West Square neighborhood. In fact, the house and the neighborhood were part of Salisbury's first nationally listed Historic District (1975) which includes the adjacent downtown as well its most notable historic neighborhood. The neighborhood contains houses from the late nineteenth and early twentieth centuries, many well designed and well maintained. The Wright-Hobson House, built in 1912, continues to be an integral part of this architecturally sophisticated historic fabric. The front porch lies 50 feet back from South Fulton Street and 25 feet back from West Bank Street with a driveway and garage in back of the site accessed off of West Bank Street. The 14,628 square foot site is urban and characterized by mature landscaping from the mid-twentieth century. Its focal point is a large magnolia tree planted in the front center yard shortly after the house was built. The magnolia tree complements the house and, with the other landscaping, notably a red spruce tree at the north corner of the porch, provides privacy in this urban setting.

##### **Overview:**

The Wright-Hobson House is a two and a half-story Neoclassical Revival brick house with a steep mansard roof of patterned slate. A two-story semi-circular portico with Corinthian columns frames the center of the front façade and is flanked by one-story porches with Doric columns and turned wooden balustrades. The one-story porch wraps around the north side and, at the depth of the front parlor, becomes a one-story glass sun room which extends the remaining length of the house. The house sits two to three feet above ground with crawl space and a partial basement below. The portico is accessed by four semi-circular granite steps extending the full arc. The house appears quite impressive from the street despite being partially blocked by the magnolia.

There is a fanlight window over the portico while the other three sides have dormer windows surrounded by the same patterned slate as the roof. All windows and doors on the house have detailed wood casing. There are a number of different window and door types on the house, all original, which are described in detail below. The house has a fully trimmed modillion cornice while the portico has a deep entablature with an identical fully trimmed modillion cornice. The cornice on the one-story porches have a dentil pattern that compliments the higher modillion cornices. Initially the house had turned wood balustrades on the first-floor roofs, the portico roof and the widows walk. The balustrades created recurring maintenance problems for the original owner and were removed before his death in 1955.

The house is beautifully and solidly constructed. Its load bearing exterior walls are constructed of three courses of brick, the exterior brick course being laid in a running bond with thin mortar joints. The exterior brick walls are “washed with a red dye” creating a monolithic visual effect. The columns, balustrades, casings and exterior woodwork are painted white. The dark gray slate roof remains unpainted as do all of the exterior granite stairs, granite caps, sills and keystones. The flat roofs are of black built-up roofing and were covered in black EDPM rubber roofing in stages between 2002 and 2012.

The rear of the house (West Elevation), has a one-story kitchen and a covered porch with several exterior storage areas. This area was modified slightly, though the roof line does not appear to have been altered. The house has four brick chimneys--an exterior chimney on the South Elevation, a one and one half-story exterior chimney on the West Elevation, and two interior chimneys.

A simple brick one-story garage with a hipped roof sits behind the house. The brick is laid in a common bond pattern but otherwise similar to that of the main house and the roof is of the same slate. The garage door consists of two wood panels on each side. The doors, the single window and cornice have simpler patterns than those of the main house, but are complimentary in all respects. The woodwork is painted white and the brick has not been washed red as with the main house.

### **East Elevation: Front Façade**

The symmetrical brick façade is dominated by the two-story center portico and the one-story porches on either side; the northern most porch wraps around the side of the house. The portico has four full non-fluted Corinthian columns and one matching Corinthian pilaster (the second, northern most pilaster was destroyed by water damage before 2000 and has not been replaced). The columns are large—each base is 30 inches square and each column about 20 feet high including the capital. The columns taper slightly. The capitals are Roman Corinthian. The portico has a deep entablature with a fully trimmed modillion cornice.

Over the years, two of the Corinthian columns and one additional capital have been replaced. The portico roof was replaced and surrounding cornices were repaired and/or

replaced as needed in 2002. The balustrades on the portico and porch roofs and their subsequent removal prior to 1955 created water problems that damaged the columns and cornices. The left front (southern) column was replaced before the Hobson's acquired the house in 1969. The right front (northern) column was replaced in 2004 as was the capital on the middle right column. All work replicated the original as closely as possible though the two new capitals are of fiberglass rather than the terra cotta.

The one-story porches extend on either side of the portico, though the northern porch wraps around that side of the house the depth of the front parlor (about 17 feet). The porches are supported by Doric columns with connecting turned wooden balustrades. Each end of the porch has three grouped Doric columns. The trimmed cornices differ from those of the portico and main house as they are trimmed with a dentil pattern.

The ceiling of the porches and the portico are of patterned embossed tin with a decorative cornice, also in patterned tin. (The decorative tin ceiling and cornice carries through in the ceilings of the first and second floor halls.) All of the woodwork and patterned tin is painted white as are all of the columns and cornices.

The front porch is paved in small hexagonal tiles with a deep decorative border of rectangular tiles. The hexagonal tiles are cream colored while the border is black, cream and brick red. The exterior edges of the porch have a granite slab which also caps the brick foundation walls. The porch is accessed via four granite steps that extend the full length of the curved portico.

Above the portico, a large gabled dormer pierces the roof; it opens to the interior on the third floor landing. The dormer has a sash and casement window topped with a fanlight. After being destroyed by a fire in that area of the house, the original window and fanlight combination was rebuilt and enlarged. The fire occurred on April 27, 1926; fortunately, the damage was limited.<sup>9</sup> The dormer uses the same patterned slate tile as the mansard roof.

The elaborate door surround at the entrance has a segmental brick arch with a granite keystone and imposts. The door surround consists of side lights of stained leaded glass topped with a fanlight also of stained leaded glass. The double doors are of beveled glass with their wood framing painted dark green. The patterned stained glass is largely amber and blue-green colored.

The first floor windows on either side of the entrance are identical—a large central light with narrow 1/1 sash side units and a small rectangular overlight of stained leaded glass. The sills are granite and the windows rise to the cornice of the one-story porch.

The second floor has three sets of full length French doors symmetrically spaced. The ones on either end of the house open onto the one-story roofs of the front porch. The

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<sup>9</sup> "Fire Damages R. Lee Wright Home Badly," *Salisbury Evening Post*, April 27, 1926.

center doors open onto a wrought iron balcony above the front entrance. The French doors have brick jack-arch lintels without a key.

### **South Elevation: Left Side**

The South Façade, which has no porch, reveals the massive size of the brick house. A header and stretcher belt course of brick delineates the first floor of the raised house. This façade is not symmetrical; rather its openings reflect the character of the interior rooms. A two and a half story brick chimney centered in a front parlor (and bedroom above) breaks the wall. The chimney has 1/1 sash windows on either side on both floors. Double 1/1 sash windows on both floors are in the middle of the south facade. Small rectangular windows are placed in the back of the façade on both floors (where closets are located). All windows have granite sills and brick jack-arch lintels without keystones. The cornice is identical to that on the front façade. A hipped roof dormer pierces the high roof with single lights of 3/3 sash. The dormer has white painted metal awning along with the same patterned slate tiles used elsewhere.

### **North Elevation: Right Side**

The North Façade of the house faces West Bank Street. The one-story porch wraps around the north to a depth of about 17 feet and extends the length of the house as an enclosed sunroom. The Doric columns and other porch details are as described for the Front Façade. The sunroom is also one-story with a flat roof. It is enclosed with full length lights of small panes and transom lights between square Doric pilasters. The cornice is the same for the one-story porches. There are three double paneled bays with one three panel bay at the back. The sunroom window wall rests on a shallow ledge underpinned by a brick base topped by a fascia board. The western most bay (three panels) has a center exterior door with the same full-length lights. Three granite steps lead to the ground. Two rows of bushes, with the outer row being ancient Oak Leaf Hydrangeas, provide privacy for this portion of the house which sits very close to the sidewalk and street.

The second floor of the North Façade is symmetrical with two 1/1 sash windows on either end and a smaller 1/1 sash window in the middle. As with the South Elevation, a hipped dormer window pierces the roof with single lights of 3/3 sash and a painted metal awning. All detailing of the windows, headers, lintels, cornice and dormer are as described for the Front and South Elevations.

### **West Elevation: Rear of the House**

Due to the proximity of an adjacent house, it is not possible to have an unobstructed view of the West Elevation of the house. The one-story sunroom turns the corner with a three panel bay framed by square Doric pilasters. As on the North Elevation, the panel consists of full length lights of small panes with transom lights. The one-story kitchen and back

porch extend from the sunroom. The brick kitchen elevation consists of one and a half story brick chimney with a 1/1 sash window to its right. Three full length lattice panels painted dark green frame the back porch and its storage areas. As the porch turns to the South, the left half consists of a simple framed opening with a center column, while the right half is enclosed with wood siding and has a pair of windows each with 6/6 sash. The cornices and window surrounds are as described for the one-story porch and sunroom and are painted white as is the wood siding.

The back porch has three granite steps leading to the ground. Unlike the remainder of the house, this porch wall is raised on brick piers infilled with wood panels. The panels are painted dark green. An outside stair to the basement along the exterior kitchen wall is enclosed in clapboard and is painted dark green.

The second floor elevation features a large center window topped with an elliptical overlight (this window fronts on the interior stair landing). The large center light has narrow side lights on either side, each of the three lights is topped by a section of the elliptical overlight, all of which are of stained leaded glass. The stained glass has a geometric design with a floral center and simple borders. The colors are predominately amber, browns and blue accented with teal. The exterior surround is fully trimmed with a granite sill, granite imposts and an arched brick lintel.

The second story stained glass window is flanked to the North by a pair of full length French doors (identical to those on the front of the house) and to the South by a 1/1 sash window. As the one-story area stops about 20 feet from the end of the brick two-story house, the last third of the West façade is a full two-stories high and the first floor has an identical 1/1 sash window to the one above it. The roof is pierced by a hipped dormer window with a pair of double lights, each with 3/3 sash. The dormer is centered over the stained glass window. While the dormer is larger than those on the North and South facades is it detailed in the same manner with patterned slate tiles and a painted metal awning. The detailing of the upper cornice and window surrounds is identical to that on the other three elevations.

A long paved driveway parallels the West elevation of the house and leads to the separate garage. A large pecan tree lies between the driveway and the house at the end of the sunroom window wall, shading and providing privacy to the sunroom.

### **Garage**

The one car garage is simple brick one-story building with a hipped roof that sits behind the house near the Southwest corner of the lot. The structure is 20 feet square. The brick is laid in a common bond pattern but otherwise similar to that of the main house and the roof is of the same dark gray slate though not patterned. The garage door consists of two wood panels on each side, each with a small light. The garage doors, the single window and cornice have simpler patterns than those of the main house, but are complimentary in

all respects. The woodwork is painted white and the brick has not been washed red as with the main house.

3. The property has no known archeological potential.
4. The architectural integrity of the Wright-Hobson House is exceptional. Its key features define the Neoclassical Revival Style and include the symmetrical façade with a colossal two-story semi-circular portico that covers the central third of the front façade supported by six large non-fluted columns in the Corinthian order.<sup>10</sup> The house is a fine example of a brick Neoclassical Revival style house designed by Louis H. Asbury, its architect.
5. The Wright-Hobson House is set in Salisbury, North Carolina's first nationally recognized Historic District. The location and feeling of the Historic District are complemented by large mature trees with well maintained yards and landscaping. The materials and workmanship of this residence are representative of the large expensive homes that were built on Fulton Street during the late nineteenth and early twentieth centuries.

Alterations to the house and surrounding property have been minimal and do not distract from its architectural significance. Restorations have been completed using like materials that follow the guidelines provided by the Secretary of the Interior's Standards for the Treatment of Historic Properties.

6. The current property boundaries are the same that existed when the residence was built in 1912. The property includes the primary house as well as a small free-standing garage constructed about the same time. The landscaped grounds that are original to the house are also included.

## **V. Supporting Documentation**

1. Digital photographs are attached. Due to the mature trees and plantings, clear pictures of the elevations are not always possible.
2. A sketch of each floor plan is attached.
3. The site plan is attached.
4. The tax map and tax appraisal are attached.

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<sup>10</sup> Rowan County, North Carolina, First Architectural Survey, North Carolina Office of Historic Preservation, circa 1975.

## VI. Bibliography/Source Citations

Bushong, William B., Catherine W. Bishir. Contributors: Dan Morrill, Charlotte V. Brown, "Asbury, Louis H." North Carolina Architects & Builders: A Biographical Dictionary, 2009, <https://ncarchitects.lob.ncsu.edu/people/P000449>.

"Fire Damages R. Lee Wright Home Badly," *Salisbury Evening Post*, April 27, 1926.

Hobson, Karen L., Research for Salisbury Historic Foundation, October Tour 2013.

Hood, David Foard, *The Architecture of Rowan County North Carolina*, Historic Salisbury Foundation, Inc., 2000.

"Lee Wright Dies After Long and Active Career," *Salisbury Evening Post*, March 13, 1955.

Rowan County, North Carolina, First Architectural Survey, North Carolina Office of Historic Preservation, circa 1975.

Rowan County, North Carolina, Register of Deeds, Book 76, Page 505+  
<https://rowancountync.gov/490/Register-Of-Deeds>



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

View from corner of  
South Fulton and West Bank



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Front Elevation: East



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Side Elevation: North



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Side Elevation: South



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Back and Side Elevation:  
West and North



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Partial Back Elevation: West



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Garage Elevation: North



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Front Elevation: East



**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

West Stained Glass Window  
View from the Interior



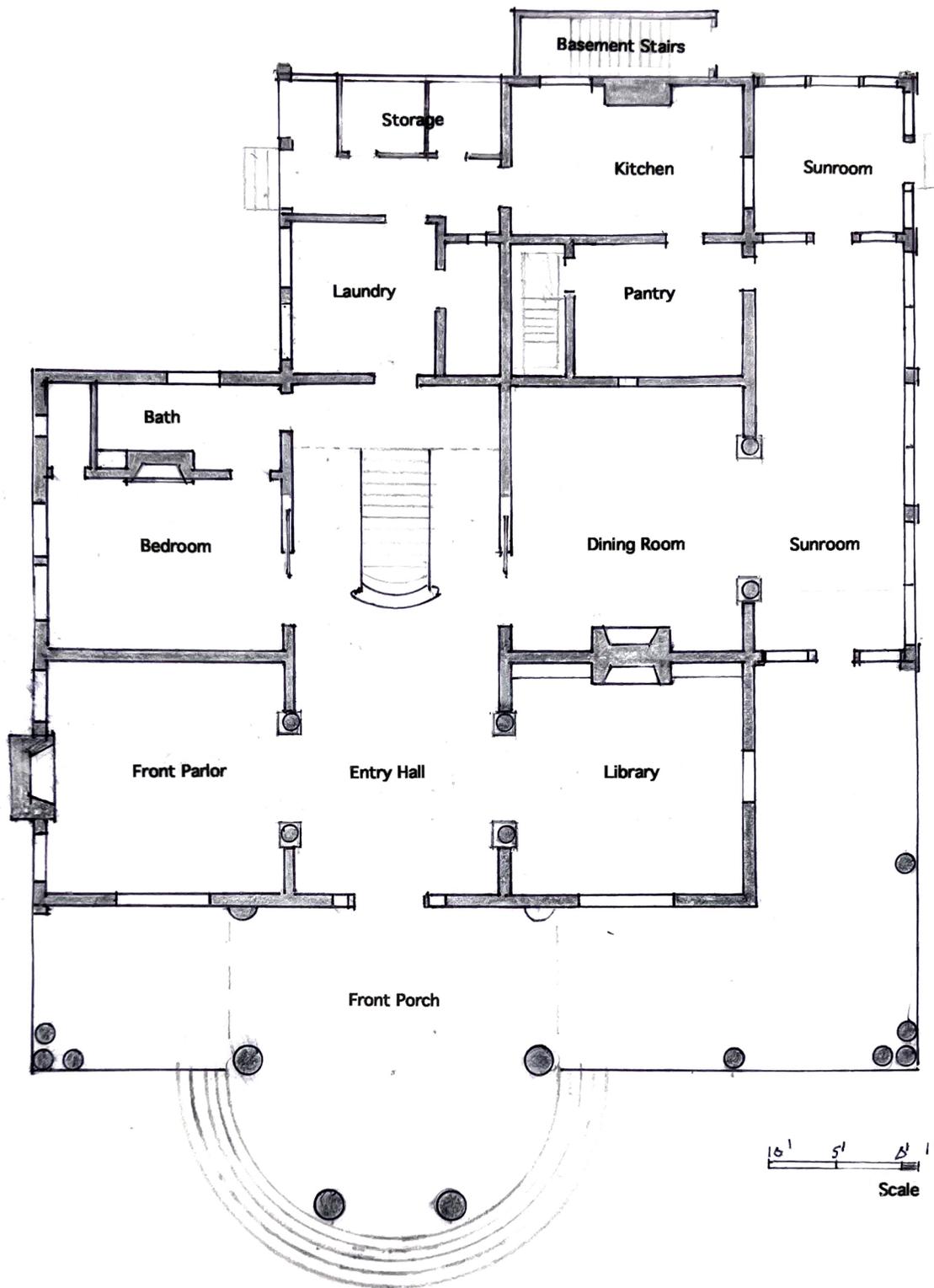
**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

Fanlight Window over  
Portico Roof

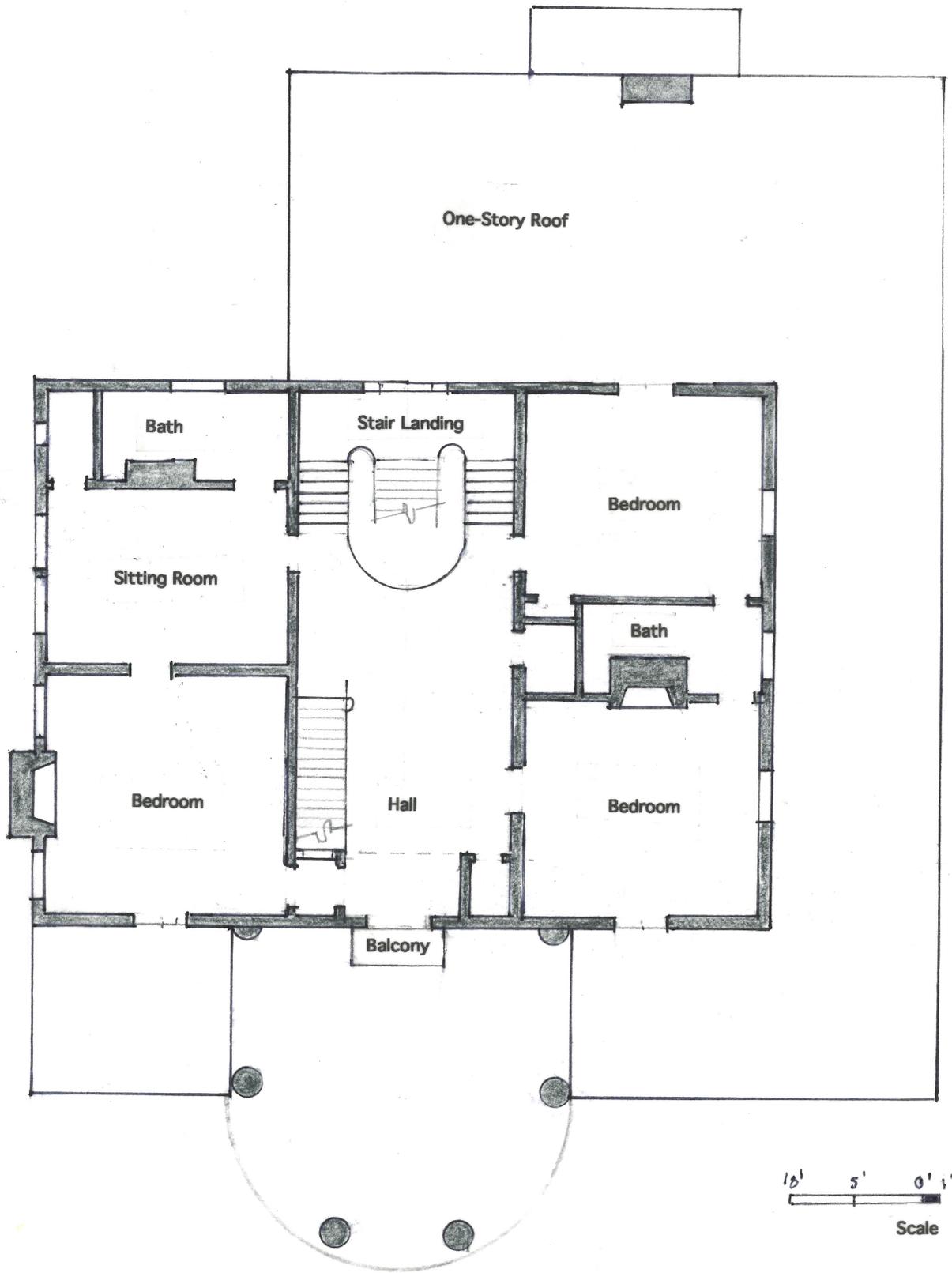


**Wright-Hobson House**  
302 South Fulton Street  
Karen L. Hobson, Owner

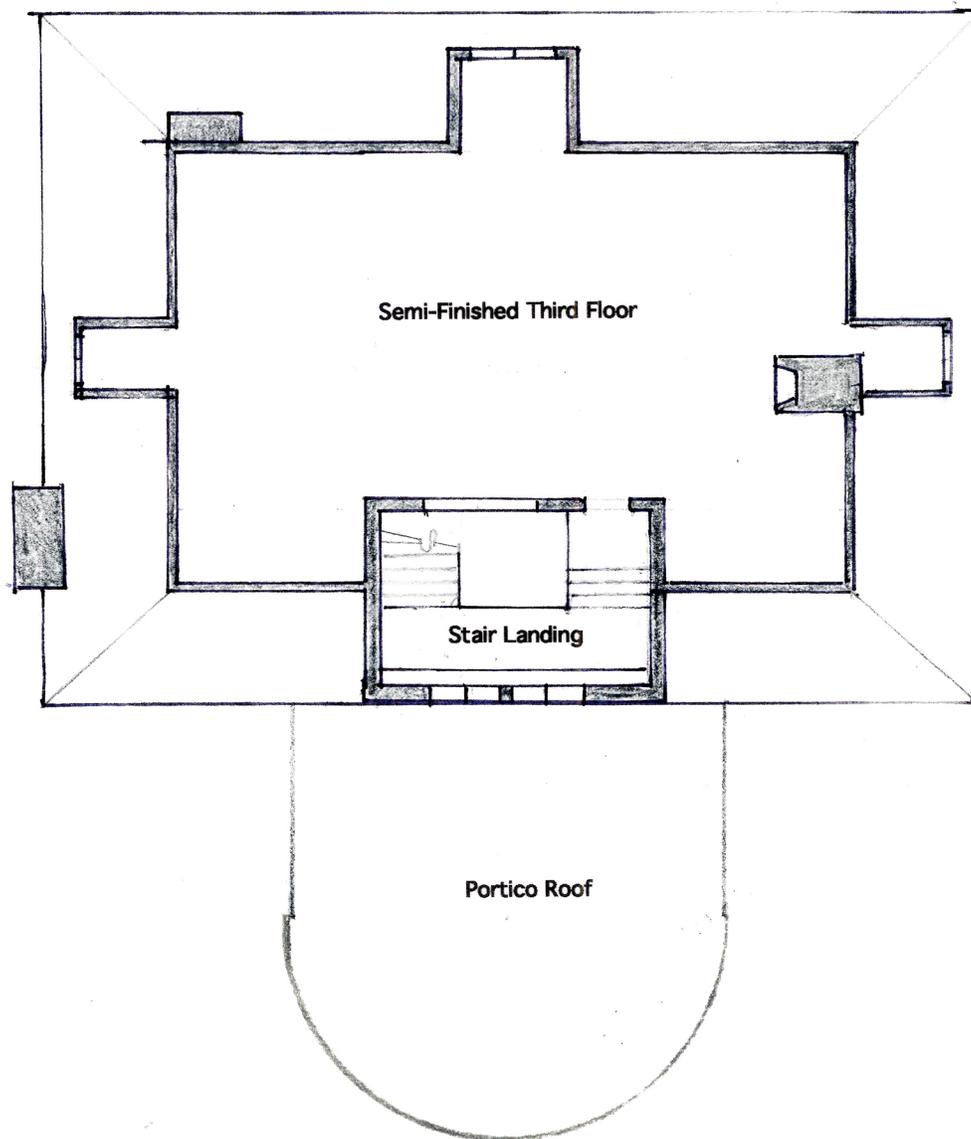
Early Photo by Theodore Beurbaum  
Used in Beurbaum's postcard series



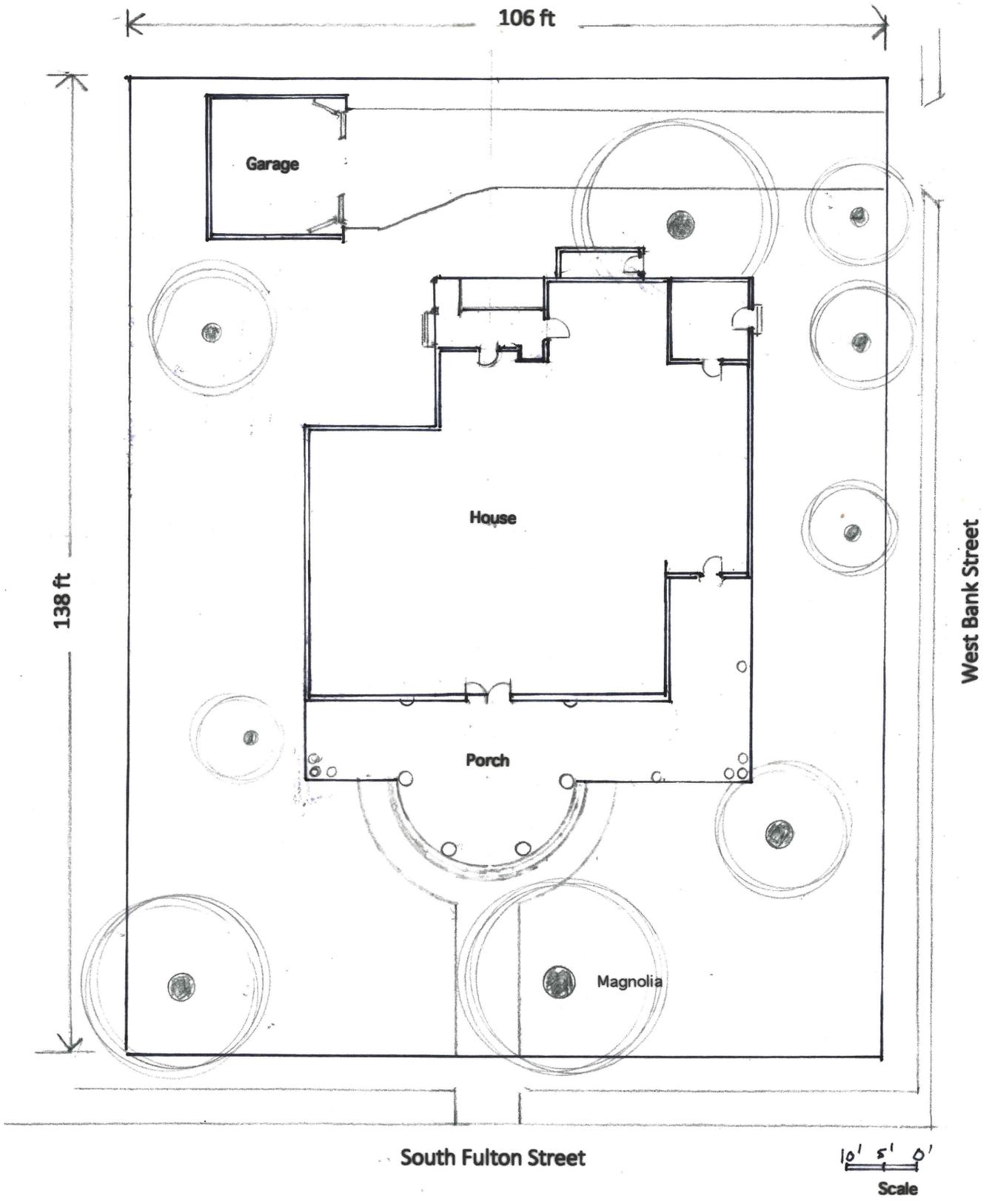
## Ground Floor Plan



## Second Floor Plan



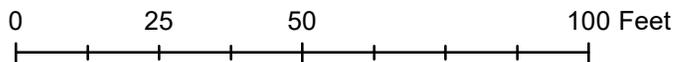
## Third Floor Plan



## Site Plan

Wright-Hobson House 302 South Fulton Street, Salisbury, NC Karen L. Hobson, Owner

**HOBSON-WRIGHT HOUSE**  
**302 S. Fulton Street, Salisbury, NC**  
**Site Plan and Proposed Designation Map**



**Assessed Tax Value: \$563,550**  
**Rowan County Tax ID: 010 053**



**AN ORDINANCE DESIGNATING THE “WRIGHT-HOBSON HOUSE”, LOCATED AT  
302 SOUTH FULTON 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 Wright-Hobson House is located at 302 South Fulton Street in Salisbury, North Carolina, and is identified by the Rowan County Parcel ID No. 010 053 (“the Property”); and

**WHEREAS**, the Property is owned by Karen Hobson, who has consented to the landmark designation; and

**WHEREAS**, the Salisbury Historic Preservation Commission issued a Landmark Designation Report in May 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 July 27, 2023; and

**WHEREAS**, the Salisbury Historic Preservation Commission held a duly-noticed public hearing on September 14, 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 October 17, 2023, 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 Wright-Hobson House, located at 302 South Fulton 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:

**Wright-Hobson House, 302 South Fulton Street, Salisbury, Rowan County, NC, specifically: the complete exteriors of the house and accessory structure historically associated with the property (Rowan County Parcel ID # 010 053), that property described in deed book 1169, page 836 recorded in the Rowan County Register of Deeds, comprising approximately 0.35 acres. This property is owned by Karen Hobson.**

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 7. 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 8. 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 9. 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 10. 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 11. Any violation of this ordinance shall be unlawful as by law provided.

SECTION 12. This ordinance shall be effective on the date of adoption.

# Wright-Hobson House

## Local Historic Landmark-Property Application

October 17, 2023



# HL-02-2023 | Wright-Hobson House

## Location

District: West Square Local Historic District and Salisbury  
National Register Historic District

Building: Wright-Hobson House

Address: 302 South Fulton Street

Parcel ID: 010 053

## Description

Classification: Contributing

Year Built: 1912

Style: Neoclassical

Architect: Louis Asbury

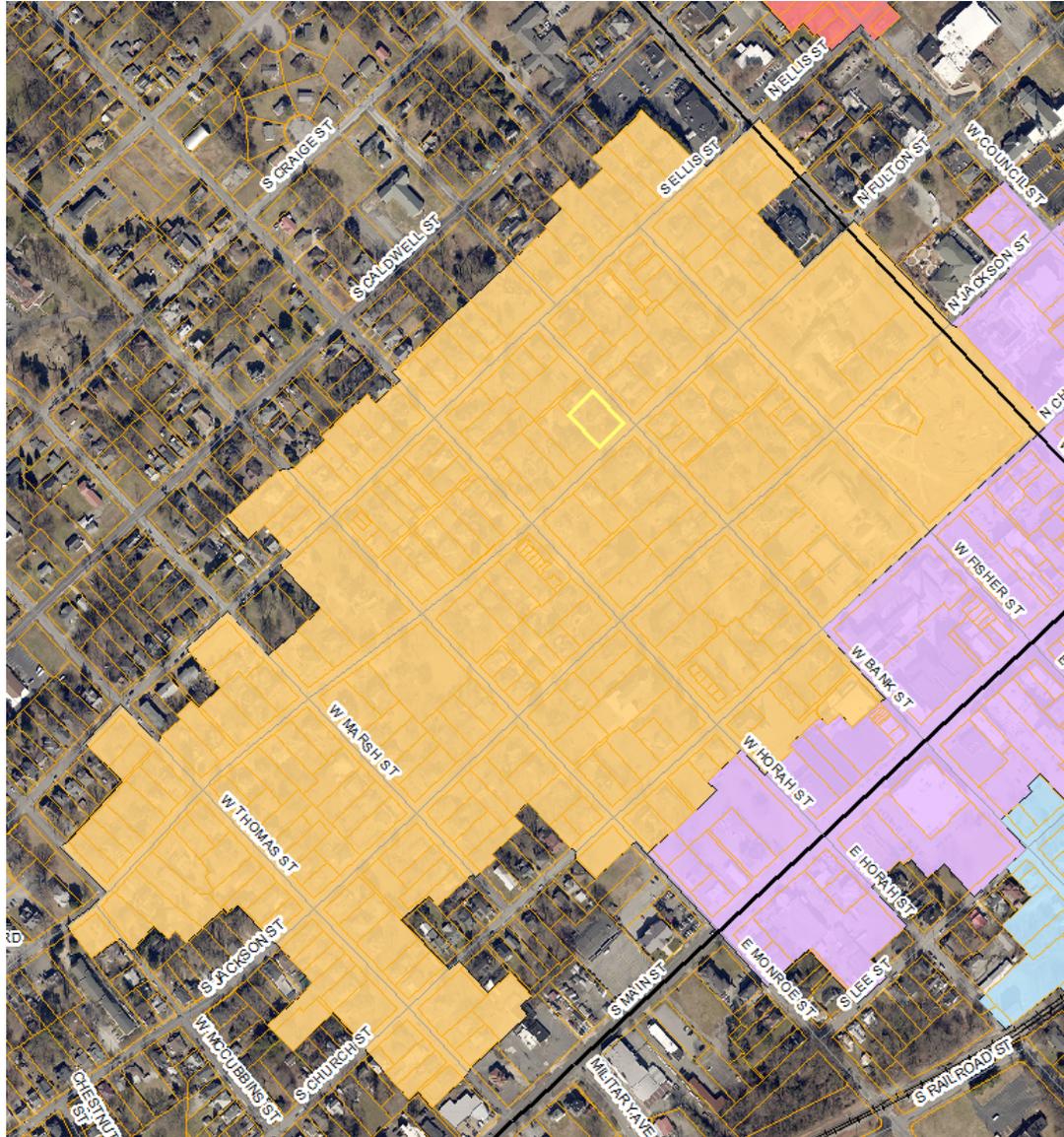
# HL-02-2023 | Wright-Hobson House



# HL-02-2023 | Wright-Hobson House



# HL-02-2023 | Wright-Hobson House



# HL-02-2023 | Wright-Hobson House

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.

# HL-02-2023 | Wright-Hobson House

## Criteria to Designate as a Local Historic Landmark—Property:

- 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.
  - Criteria 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.
- The proposed property must be found to have integrity in all seven aspects.
  - Location, setting, design, material, workmanship, feeling, association

# HL-02-2023 | Wright-Hobson House Staff Findings

## Special Significance

The applicant is requesting consideration for Local Historic Landmark-Property designation for the Wright-Hobson House under Criteria C. The house is the only red brick Neoclassical house in Salisbury and was designed by architect Louis Asbury who was a prolific architect in the Charlotte-area and is often considered the first professional North Carolina based architect.

## Integrity

Staff finds that the Wright-Hobson house retains all seven aspects of integrity

# HL-02-2023 | Wright-Hobson House Staff Findings



# HL-02-2023 | Wright-Hobson House Staff Findings



# HL-02-2023 | Wright-Hobson House Staff Findings

## Proposed Designation

The landmark application report proposes the entire exterior of the house, accessory structure, and site to be included in the landmark designation. No portions of the interior are included in the designation report. 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

# HL-02-2023 | Wright-Hobson House HPC Pre-application Decision

At the May 11, 2023, HPC meeting, the commission found that the Local Historic Landmark pre-application for the Wright-Hobson House may be found to qualify as a Local Historic Landmark.

# HL-02-2023 | Wright-Hobson House 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 July 27, 2023, SHPO's response was received and provided to the applicant. Jeff Smith, National Register Coordinator's response is below:

*The Wright-Hobson House (RW1172 / the aka R. Lee Wright House) retains many hallmarks of the Neoclassical architectural style and is sited on its original parcel surrounded by period landscaping elements. In light of these facts and for reasons cited in the local designation report, I concur with the recommendation to recognize the Wright-Hobson House located on S. Fulton Street in Salisbury as a local landmark.*

# HL-02-2023 | Wright-Hobson House HPC Application Decision

At the September 14, 2023, HPC meeting, the commission voted unanimously of members present to recommend the landmark application to City Council.

# Request

City Council to hold a public hearing regarding the Local Historic Landmark application

City Council to consider designation of the Wright-Hobson House as a Local Historic Landmark - Property

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Community Planning Services

Name of Presenter(s): Hannah Jacobson, Planning and Neighborhoods Director

Requested Agenda Item: Council to receive an update regarding the 10-Year Housing Strategy and community-wide housing survey.

**Description of Requested Agenda Item:** In partnership with housing strategy consultants, Thomas P. Miller and Associates, the City of Salisbury is launching a housing survey to capture the community's experiences, perceptions and opinions related to current housing stock and future housing policies. The survey is available online, available through the city's website at [www.salisburync.gov/housing](http://www.salisburync.gov/housing) or directly via a QR code. Paper copies will be available to those who request them. The survey will be launched October 16<sup>th</sup> and is expected to remain open for four to six weeks. The survey is an important method in learning and understanding the local context for recommended strategies that will developed in later phases of the project.

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)* Funding is included in the FY2023-2024 Budget

**Action Requested of Council for Agenda Item:** Council to receive a presentation update regarding a community survey that will contribute to the development of the 10-Year Housing Strategy.

**Contact Information for Group or Individual:** Hannah Jacobson, [hannah.jacobson@salisburync.gov](mailto:hannah.jacobson@salisburync.gov), 704-638-5230

**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

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

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

Name of Presenter(s): City Council

Requested Agenda Item: Council to consider appointments to various Boards and Commissions.

Description of Requested Agenda Item: The Bell Tower Green Committee and the Parks & Recreation Advisory Board has had two recent resignations and there is a need to fill the unexpired terms ending March 31, 2025.

The Rowan Tourism Development Authority has two seats open designated for representatives from the hospitality industry. Applications have been received from representatives from two hotels and are recommended by the TDA for these seats.

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 appointments to various Boards and Commissions.

*.(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

## Boards and Commissions Worksheet – 2023

<b>Bell Tower Green Park – Harry McLaughlin, Council Liaison</b>			
<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Vacant	3/31/25		
<b><u>Applicants:</u></b> Alexandra Fisher Dana Grubb Brian Hancock Mary Moore Kelly Price Amparo Ramos		<b>Notes:</b>	

<b>Parks and Recreation – Harry McLaughlin, Council Liaison</b>			
<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Vacant	3/31/25		
<b><u>Applicants:</u></b> Dana Grubb Mary Moore		<b>Notes:</b>	

<b>Rowan Tourism Board, Karen Alexander, Council Liaison</b>			
<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 2 Members</u>
Vacant	10/1/23		
Vacant	10/1/23		
<b><u>Applicants:</u></b> Krista Sullivan* April Saylor*		<b>Notes:</b> The open seats are for representatives from the hotel industry and the two applicants are recommended by the TDA for membership.	

# Amparo

Ramos

Submission Date	Apr 6, 2023 7:27 AM
First Name	Amparo
Last Name	Ramos
E-mail	<a href="mailto:amramos8216@yahoo.com">amramos8216@yahoo.com</a>
Home Phone	2162804184
Address	116 HEMLOCK DR
City	Salisbury
State	NC
ZIP Code	44135
Ethnicity	Hispanic
Gender	Female
Place of Employment	UNC Charlotte
Occupation	Executive Assistant
Do you reside within the City limits of Salisbury?	Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

Yes

Please indicate your #1 preference:

Human Relations Council

Please indicate your #2 preference:

Bell Tower Green Committee

Please indicate your #3 preference:

Planning Board

Have you served on a board or commission of the City of Salisbury?

No

Why are you interested in serving on the Board or Commission for which you are applying?

I have been working in Higher Education both in the community college and university setting. I have lived all my life in big cities such as Cleveland, Miami, and Charlotte, but I chose to lay down roots in Salisbury. From the first day I stumbled on to this quaint city over two years ago, I connected with it. There is so much potential and I want to be able to contribute more in the community that I have decided to grow old in. Family is very important to me and I want to be part of this community as a family member that can contribute in many ways.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

As I mentioned, the majority of my background is working in higher education. I held many positions over my 30 year span. I was at Miami-Dade Community College for about 3 years, I returned to Cleveland and worked at Cuyahoga Community College for 20 years and I feel that I am still part of this community as it was my second home for many years. I am currently at the University of North Carolina at Charlotte where I have been part of this community since 2014. When I lived in Cleveland and worked at Cuyahoga Community College it provided a foundation that I have continued to build on. I was the 2005 Hispanic Employee of the Year, I received the Rotary Club of Cleveland Award for Excellence in Information Technology. While I worked on my education I was on the Deans List and was an Honorary member of Phi Theta Kappa. I received the Deans' Commendation for Superior Contribution and I was inductee of the Cuarenta/Cuarenta Club for the Kaleidoscope Magazine. While living in Charlotte, I became an Atrium Health Promoter for the Charlotte Diocese and I joined the American Society of Administrative Professional (ASAP) to stay abreast changes in my field.

I have maintained myself active while I lived in Charlotte volunteering at Our Lady of Guadalupe Parish, Diocese of Charlotte, Atrium Health Promoter Events Committee, Kitchen Cleaning Crew, and the Kitchen and Food Pantry volunteer. Through my Church I also volunteered with the American Heart Association and when possible I go on Wednesday when they do a mass food distribution to the surrounding neighborhoods. During Covid, I help my parish write several grants to seek funding to help support them through what many organizations were going through in 2020.

Through the University I volunteer at the Botanical Gardens bi-annual plant sales and I volunteered at the Second Harvest Sort-A-Rama at the Charlotte Convention Center. Now I am in my next chapter and I would bring all my experience to the table.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

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# Alexandra

Fisher

Submission Date	Aug 3, 2022 1:46 PM
First Name	Alexandra
Last Name	Fisher
E-mail	<a href="mailto:afisher@mowrowan.org">afisher@mowrowan.org</a>
Home Phone	9196220666
Business Phone	704-633-0352
Address	233 Annandale Ave
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Female
Place of Employment	Meals on Wheels Rowan
Occupation	Fund Development/Marketing Manager

Do you reside within the City limits of Salisbury?

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

Please indicate your #1 preference:

Please indicate your #2 preference:

Have you served on a board or commission of the City of Salisbury?

Why are you interested in serving on the Board or Commission for which you are applying?  
I am interested in serving on the Bell Tower Green Committee because I believe it is one of the biggest assets our City has to offer and has transformed Downtown Salisbury. I believe Bell Tower Green sets us apart from other small towns, and I would like to serve on the Board to keep this wonderful park going so that it can be enjoyed by everyone for years to come.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:  
My areas of expertise include non-profit fundraising, marketing, grant writing, donor relations, and event planning. My experience in grant writing includes city, county, state, and federal grants, as well as private, corporate, religious, and local family foundations. I believe my experience in non-profit fund development could be an asset in finding new grant opportunities, writing grants, publicity, and event planning for Bell Tower Green.

Personally, as the mother of a child who frequents Bell Tower Green and other Salisbury City Parks, I can provide insight as to what amenities and activities concerns visitors to the park may be interested in or any concerns they may have.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

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# DANA

GRUBB

Submission Date	Mar 1, 2023 4:13 PM
First Name	DANA
Last Name	GRUBB
E-mail	<a href="mailto:dgrubb11@twc.com">dgrubb11@twc.com</a>
Home Phone	70420207398
Business Phone	3363090008
Address	457 EASTWOOD DR
City	SALISBURY
State	NC
ZIP Code	28146
Ethnicity	Prefer not to answer
Gender	Male
Place of Employment	MERLE NORMAN DOWNTOWN
Occupation	SALES & EVENTS

Do you reside within the City limits of Salisbury?

Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

Yes

Please indicate your #1 preference:

Bell Tower Green Committe

Please indicate your #2 preference:

Parks and Recreation Advisory Board

Please indicate your #3 preference:

Other

Have you served on a board or commission of the City of Salisbury?

No

Why are you interested in serving on the Board or Commission for which you are applying?

To help Salisbury any way I can. Make the events friendly to more people in the community.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

i love music

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

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# Mary

Moore

Submission Date Aug 3, 2022 5:25 PM

First Name Mary

Last Name Moore

E-mail [pnm Moore@gmail.com](mailto:pnm Moore@gmail.com)

Home Phone 704-431-6105

Address 322 River Birch Dr

City Salisbury

State NC

ZIP Code 28146

Ethnicity Caucasian/Non-Hispanic

Gender Female

Place of Employment Retired

Occupation Retired

Do you reside within the City limits of Salisbury?

Yes

Please indicate your #1 preference:

Bell Tower Green Committe

Please indicate your #2 preference:

Parks and Recreation Advisory Board

Please indicate your #3 preference:

Historic Preservation Commission

Have you served on a board or commission of the City of Salisbury?

No

Why are you interested in serving on the Board or Commission for which you are applying?

I love the Bell Tower Park and try to do most activities. It's a beautiful area and want it to continue for future generations.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

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# April

Saylor

Submission Date	Sep 29, 2023 1:12 PM
First Name	April
Last Name	Saylor
E-mail	<a href="mailto:hiesalisburygm@bpr-properties.com">hiesalisburygm@bpr-properties.com</a>
Home Phone	7044338517
Fax	7043144119
Business Phone	7043144100
Address	125 Marriott Cir.
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Female
Place of Employment	Holiday Inn Express & Suites

Occupation

General Manager

Do you reside within the City limits of Salisbury?

Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

No

Please indicate your #1 preference:

Other

Have you served on a board or commission of the City of Salisbury?

No

Why are you interested in serving on the Board or Commission for which you are applying?

I am applying to serve in a seat on the tourism board reserved for a hotel representative of a Salisbury based hotel.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

I have broad range of experience in the hospitality industry. I have worked in a wide variety of hotels ranging from extended stay, select service, airport, and full service properties. This has helped me to develop a strong background in hotel sales, revenue management, and operations. I am also a proud native to Salisbury and would love to utilize my skills to both provide support and feedback to our local TDA Board.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

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# Krista

Sullivan

Submission Date Sep 26, 2023 4:47 PM

First Name Krista

Last Name Sullivan

E-mail [Krista.Sullivan@Hilton.com](mailto:Krista.Sullivan@Hilton.com)

Home Phone 704-236-0915

Fax 704-639-9995

Business Phone 704-637-8000

Address 437 Stafford Estates Dr.

City Salisbury

State NC

ZIP Code 28146

Ethnicity Caucasian/Non-Hispanic

Gender Female

Place of Employment Hampton Inn

Occupation

General Manager

Do you reside within the City limits of Salisbury?

No

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

No

Please indicate your #1 preference:

Other

Please indicate your #2 preference:

Other

Please indicate your #3 preference:

Other

Have you served on a board or commission of the City of Salisbury?

Yes

Please list the board or commission:

TDA

Please list the date of service:

Jul 1, 2022

Why are you interested in serving on the Board or Commission for which you are applying?

I am applying to serve in a seat on the tourism board reserved for a hotel representative of a Salisbury based hotel.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

BS, Purdue University - Hospitality Mgmt  
29 years hotel management experience  
Numerous years already served on the TDA/CVB boards in various roles.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and

I agree

agree that any misstatement will  
be cause for my removal from  
any board or commission.

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# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Salisbury Community Appearance Commission

Name of Presenter(s): Alyssa Nelson, Urban Design Planner

Requested Agenda Item: BlockWork Neighborhood Improvement Project Mayor's Announcement

## Description of Requested Agenda Item:

The thirteenth annual BlockWork neighborhood improvement project will be held Saturday, October 28<sup>th</sup> on the the 200 and 300 blocks of Lloyd Street in the West End neighborhood. The Community Appearance Commission and the Housing Advocacy Commission are requesting volunteers. Volunteers will help with exterior home repairs like painting, carpentry, and landscaping. T-shirts, gloves, meals, drinks, and camaraderie will be provided. Sign up to by Friday, October 20 to reserve a T-shirt.

For more information please visit [www.salisburync.gov/BlockWork](http://www.salisburync.gov/BlockWork).

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: Alyssa Nelson, 704.638.5235, [anel@salisburync.gov](mailto:anel@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

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

Name of Group(s) or Individual(s) Making Request: Public Art Commission

Name of Presenter(s): Alyssa Nelson, Urban Design Planner

Requested Agenda Item: Salisbury Sculpture Show Call for Applications Mayor's Announcement

## Description of Requested Agenda Item:

The Salisbury Sculpture Show hosted by the Salisbury Public Arts Commission is returning for its 16<sup>th</sup> year. Artists are encouraged to submit their best outdoor sculptures to be in the show. Returning for the 2024 show Salisbury neighborhoods are encouraged to apply to host a sculpture in their neighborhood. Deadline for both artists and neighborhoods is Friday, December 22, 2023. The 2024 Sculpture Show will be on display from May 2024 to April 2025. For more information, please visit [salisburync.gov/sculptureshow](http://salisburync.gov/sculptureshow).

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: Alyssa Nelson, 704.638.5235, [anel@salisburync.gov](mailto:anel@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

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: October 17, 2023

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

Name of Presenter(s):

Requested Agenda Item: Announce the next regularly scheduled Council meeting will be held Wednesday, November 8, 2023 at 6:00 p.m.

Description of Requested Agenda Item: When Council adopted its meeting schedule for 2023, it set the first meeting in November for Wednesday, November 8 in order to accommodate the November 7 election.

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: Announce the next regularly scheduled meeting of City Council will be held Wednesday, November 8, 2023.

*(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)

## 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\*\*\***