<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Call to Order</td>
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<td>2</td>
<td>Moment of Silence</td>
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<td>3</td>
<td>Pledge of Allegiance</td>
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<tr>
<td>4</td>
<td>Welcome to the People’s House!</td>
<td>A reminder that City Hall exists for, of and by the people of our City and is inclusive of ALL!! Council and staff are here to SERVE YOU and to create a welcoming, inclusive, safe, and thriving environment for ALL to enjoy as you live, work, play, volunteer, visit, learn and participate in decision making in our great City!!</td>
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<tr>
<td>5</td>
<td>Adopt Agenda</td>
<td>Adopt Agenda for January 2, 2019.</td>
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<td>6</td>
<td>Proclamation:</td>
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<td><strong>NATIONAL MENTORING MONTH</strong></td>
<td>JANUARY 2019 Recognize all who serve as volunteer mentors in the community and encourage and promote citizens to become mentors and observe the month of January 2019.</td>
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<td>7</td>
<td>Special Recognition</td>
<td>Special recognition of Alex Clark.</td>
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<td>Requestor(s):</td>
<td>Mayor Al Heggins</td>
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<td>Presenter(s):</td>
<td>Mayor Al Heggins</td>
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<td>8</td>
<td>Consent Agenda:</td>
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<tr>
<td></td>
<td>(a) Minutes.</td>
<td>Adopt Minutes of the Special meetings of November 26, December 4, and December 6, 2018 and the Regular meeting of December 4, 2018.</td>
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<tr>
<td>(b)</td>
<td>North Carolina Department of Transportation Agreements.</td>
<td>Requestor(s): Engineering</td>
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<td>(c)</td>
<td>Right-of-Way Encroachment.</td>
<td>Requestor(s): Engineering</td>
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<td>(d)</td>
<td>Contract – Alley Williams Carmen and King.</td>
<td>Requestor(s): Engineering</td>
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<tr>
<td>(e)</td>
<td>Budget Ordinance Amendment – Parks and Recreation Donation.</td>
<td>Requestor(s): Parks and Recreation</td>
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<td>(f)</td>
<td>Budget Ordinance Amendment – Parks and Recreation Donation.</td>
<td>Requestor(s): Parks and Recreation</td>
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<td>9</td>
<td>Appointments to Boards and Commissions.</td>
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<td>10</td>
<td>Public Comment.</td>
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<tr>
<td>11</td>
<td>City Attorney’s Report.</td>
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<tr>
<td>(a)</td>
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<tr>
<td>(a)</td>
<td></td>
<td>(b) Council to receive an update regarding proposed changes to the adopted incentive agreement for “Project Care”.</td>
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<tr>
<td>13</td>
<td>Announcements.</td>
<td>All interested community members are encouraged to complete the online applications to serve on the Fair Housing Committee. Applications are available on the city’s website or by calling 704-638-5218.</td>
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<td>(b) Salisbury Transit has partnered with AECOM, a transportation planning and engineering firm, to provide a comprehensive long-range public transportation master plan for its transportation system. The ultimate focus of the project is to improve the City’s fixed-route and demand-responsive services and engage the public to determine a strategic focus to meet the needs of the Salisbury community in the next 20 years. Included in project is the understanding of the overall ridership, system satisfaction, rider and population demographics, as well as development patterns and plans within the service areas and the surrounding communities. As part of the long-range planning, a community survey, available in English and Spanish, will be provided online at salisburync.gov/Transit. The intent is to gain as much local community feedback as possible in order to craft a plan that will meet the Salisbury Transit System mobility needs.</td>
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<td><strong>(c)</strong></td>
<td>Salisbury Parks and Recreation Department and Rowan-Cabarrus Community College will be hosting a Light Construction Building Trades Class information session on Thursday, January 3, 2019 at 10:30 a.m. at NC Works Rowan located at 1904 South Main Street. The information session will answer questions about the four month class which will introduce students to construction building trades. The class is for anyone 18 years and older and free to Salisbury residents. For more information, please contact Rowan Cabarrus Community College at 704-216-7201.</td>
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<td><strong>(d)</strong></td>
<td>The Dr. Martin Luther King, Jr. Parade will be held Saturday, January 19, 2019. The parade will begin in downtown Salisbury at 11:00 a.m. until 12:00 p.m. at the corner of Liberty Street and North Main Street and will end at the Civic Center, located at 315 South Martin Luther King, Jr. Avenue. Following the parade, activities celebrating Dr. King will be held from 12:30 p.m. until 2:30 p.m. at the Civic Center. The Salisbury Human Relations Council will host the Dr. Martin Luther King, Jr. Breakfast, Monday, January 21, 2019 at 7:00 a.m. The Breakfast will be held at the J.F. Hurley YMCA, located at 828 Jake Alexander Boulevard. Tickets are $10.00. To purchase tickets or for additional information please call 704-638-5218.</td>
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<tr>
<td>14</td>
<td>Council’s Comments.</td>
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<tr>
<td>15</td>
<td>Mayor Pro Tem Comments.</td>
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<tr>
<td>16</td>
<td>Mayor’s Comments.</td>
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<tr>
<td>17</td>
<td>Adjourn.</td>
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Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  ☒ Council  □ Manager  □ Staff

Requested Council Meeting Date:  2 January 2018

Name of Group(s) or Individual(s) Making Request:  Mayor Heggins

Name of Presenter(s):  Mayor Heggins

Requested Agenda Item:  Proclamation – National Mentoring Month

Description of Requested Agenda Item:  Recognize all who serve as volunteer mentors in the community and encourage and promote citizens to become mentors and observe the month of January 2019.

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:

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

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

FINANCE DEPARTMENT INFORMATION:

_________________________________  ____________________________
Finance Manager Signature  Department Head Signature

_________________________________
Budget Manager Signature

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

For Use in Clerk’s Office Only

☐ Approved  ☐ Delayed  ☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public  □ Council  □ Manager  □ Staff

Requested Council Meeting Date: 2 January 2019

Name of Group(s) or Individual(s) Making Request: Mayor Al Heggins

Name of Presenter(s): Mayor Al Heggins

Requested Agenda Item: Special recognition of Alex Clark

Description of Requested Agenda Item: Special Recognition

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:

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

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FINANCE DEPARTMENT INFORMATION:

_________________________________  ______________________________
Finance Manager Signature           Department Head Signature

_________________________________
Budget Manager Signature

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

For Use in Clerk’s Office Only

☐ Approved  ☐ Delayed  ☐ Declined

Reason:
Salisbury, North Carolina
November 26, 2018

SPECIAL MEETING

PRESENT: Mayor Al Heggins, Presiding; Mayor Pro Tem David Post; Council Members Karen Alexander, William Brian Miller, and Tamara Sheffield, City Manager W. Lane Bailey, City Clerk Diane Gilmore and City Attorney Graham Corriher.

ABSENT: None.

Mayor Heggins and members of City Council met in a Special session at the Rowan-Salisbury Schools System Administration Building located at 500 North Main Street. The meeting began at 6:00 p.m.

JOINT MEETING WITH THE ROWAN-SALISBURY BOARD OF EDUCATION

Council met with the Rowan-Salisbury Board of Education to discuss several potential projects and the benefits they could provide to the community.

Council was invited to add input or ask questions regarding the proposed Isenberg Elementary School Dual-Immersion Program, Knox Center for Accelerated Studies Renewal Plan, Knox Middle architectural services and the design for the Salisbury High School gymnasium addition.

Mayor Heggins shared Council is looking forward to working together on behalf of the students.
ADJOURN

Motion to adjourn the meeting was made by Mayor Pro Tem Post. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 7:30 p.m.

____________________________________
Al Heggins, Mayor

____________________________________
Diane Gilmore, City Clerk
SPECIAL MEETING

PRESENT: Mayor Al Heggins, Presiding; Mayor Pro Tem David B. Post, Council Members Brian Miller, Karen K. Alexander and Tamara Sheffield, City Manager William Lane Bailey, Assistant City Manager Zack Kyle, and City Clerk Diane Gilmore, and City Attorney Graham Corriher.

ABSENT: None.

Mayor Heggins and members of City Council met in a Special session in Council Chambers in City Hall located at 217 South Main Street. The meeting began at 4:00 p.m. and a moment of silence was taken.

CLOSED SESSION

Thereupon Mayor Pro Tem Post made a motion to go into closed session to consult with an attorney as allowed by NCGS 143-318.11(a)(3) and concerning a personnel matter as allowed by NCGS 143-318.11(a)(6). Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RETURN TO OPEN SESSION

Mayor Heggins reported no action was taken during the closed session.
ADJOURN

Motion to adjourn the meeting was made by Mayor Pro Tem Post. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 4:47 p.m.

____________________________________
Al Heggies, Mayor

____________________________________
Diane Gilmore, City Clerk
SPECIAL MEETING

PRESENT: Presiding; Mayor Al Heggins, Mayor Pro Tem David B. Post, Council Members, Karen K. Alexander, William Brian Miller and Tamara Sheffield, City Manager W. Lane Bailey, Assistant City Manager Zack Kyle, City Attorney J. Graham Corriher and City Clerk Diane Gilmore.

ABSENT: None.

Mayor Heggins and members of City Council met in a Special session at Fire Station 4 located at 2325 Statesville Boulevard. The meeting began at 5:15 p.m.

CHIT, CHAT AND CHEW

Council met with citizens from the community to listen to concerns regarding issues in the community.

Citizens shared concerns regarding leaf collection in their neighborhoods. Others commented on citizens receiving alerts for City events and Code Enforcement issues.

Citizens were given the opportunity to give feedback on the City’s Mission and Vision statements.

Hotwire General Manager Mike Grandizio provided an update on the transition from Fibrant to Hotwire.
**ADJOURN**

All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 7:30 p.m.

____________________________________
Al Heggies, Mayor

____________________________________
Diane Gilmore, City Clerk
REGULAR MEETING

PRESENT: Mayor Al Heggins, Presiding; Mayor Pro Tem David Post; Council Members Karen Alexander, William Brian Miller, and Tamara Sheffield; City Manager W. Lane Bailey; City Clerk Diane Gilmore, 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 Heggins at 5:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Heggins led those present in the Pledge of Allegiance to the United States flag.

RECOGNITION OF VISITORS

Mayor Heggins welcomed all visitors present.

ADOPTION OF THE AGENDA

Thereupon, Councilmember Alexander made a motion to adopt the Agenda as presented. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)
SPECIAL RECOGNITION

Mayor Heggins noted the recognition of Mr. Alex Clark has been postponed until Council’s January 2, 2019 meeting due to his hospitalization.

Mayor Heggins recognized and presented a memento of the ‘Tis the Season Spectacular Parade to Ms. Tammy Pinkston and the ‘Tis the Season Spectacular Parade Committee.

‘Tis the Season Spectacular Committee Member Shari Graham thanked the City of Salisbury and Town of Spencer for their support of the committee.

Mayor Pro Tem Post shared he received positive feedback during the parade, and he thanked the committee for its work on the project. He commented the parade was terrific.

Councilmember Alexander stated she also received positive comments regarding the parade, and she recognized Ms. Graham, Ms. Henderlite and the committee for a job well done.

Mayor Heggins thanked Ms. Pinkston for providing guidance and helping continue the parade’s tradition. She also recognized Ms. Henderlite and Ms. Graham for introducing new ideas, and she thanked Mr. Rocky Cabagnot for providing legal guidance to the committee.

Councilmember Sheffield recognized Ms. Pinkston for being the heart of the parade for 30 years and for her work to continue the tradition.

Mayor Heggins provided a special tribute in memory of A’yanna Allen on the anniversary of her death by honoring her mother, grandmother, family and friends. A’yanna Allen’s mother, grandmother, and family member spoke about A’yanna Allen.

Mayor Heggins shared it was Give a Hug Day and asked each person to give the person beside them a hug.

Mayor Heggins recognized Ms. Brooklynne Witherspoon who was in the audience. She pointed out Ms. Witherspoon received a key to the City for her work with the Bridge for Kids Program.

PROCLAMATION

Mayor to proclaim the following observance:

TRANSGENDER REMEMBRANCE DAY December 4, 2018

Mayor Heggins read and presented the Transgender Remembrance Day Proclamation.
CONSENT AGENDA

(a) Minutes

Adopt Minutes of the Regular meeting of November 20, 2018.

(b) Resolution – FEMA

Adopt a Resolution authorizing Gayla Long, primary agent and Anna Bumgarner, secondary agent for the purpose of filing for Federal and/or State assistance and represent and act for the City in all dealings with the State of North Carolina and the Federal Emergency Management Agency related to Hurricane Florence.

RESOLUTION DESIGNATING AGENTS TO ACT ON BEHALF OF THE CITY OF SALISBURY FOR REQUESTING STATE AND FEDERAL DISASTER RELIEF ASSISTANCE FUNDING.

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 59, and is known as Resolution 2018-37.)

(c) Award Contract – Brushy Mountain Builders, Inc.

Authorize the City Manager to execute a contract with Brushy Mountain Builders, Inc. in the amount of $848,000 for construction of the Water Treatment Plant Improvements Piping Modifications Project.

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

COUNCIL MEETING CHANGE OF TIME

Mayor Heggins stated during a previous Council meeting changing the start times of regular meetings to increase public participation was discussed.

Councilmember Sheffield noted at Council’s January 16, 2018 meeting, meeting times were discussed to help include citizens and move efficiently through Council business. She suggested Council consider a new meeting time of 6:00 p.m. to include citizens who work later hours and downtown business owners who close their businesses at 6:00 p.m.

Mayor Heggins asked Council to consider alternate meeting start times once a month.

Mayor Pro Tem Post suggested postponing the discussion regarding Council meeting times until Council’s organizational meeting in December 2019. He noted previous Council meetings
have ended at 10:00 p.m. and if the meetings were to begin at 6:00 p.m. they could potentially end around 11:00 p.m. or midnight. He shared he supports beginning Council meetings at 5:00 p.m.

Councilmember Miller indicated meetings have gone longer because of closed sessions after regular Council meetings. He commented in order to accommodate public attendance a 6:00 p.m. start time could work. He suggested public comment be added to the beginning of Council meetings so it does not interrupt the meeting’s order and closed session meetings be scheduled before 6:00 p.m. He shared attorneys on retainer for closed session meetings have been paid to sit through previous Council meetings, and he added it would be efficient for public resources and better accommodate the public. He added he supports the 6:00 p.m. meeting start time and closed session meetings, workshops, and public input being scheduled between 4:00 p.m. and 6:00 p.m.

Councilmember Alexander commented she supports a 6:00 p.m. meeting start time with closed sessions or special comment periods for the public held before 6:00 p.m.

Mayor Heggins suggested Council could see how the new meeting time is received by the public before alternating a 7:00 p.m. meeting start time for one meeting each month. Councilmember Alexander pointed out starting the meeting at 6:00 p.m. could eliminate the need for one meeting each month to begin at 7:00 p.m. Mayor Heggins agreed, and she noted a need to alter the public comment time to allow time for citizens to sign in.

Mayor Pro Tem Post commented the Rowan County Board of Commissioners meetings begins with public comment at 6:00 p.m.

Thereupon, Councilmember Sheffield made a motion to adopt an Ordinance amending Section 2-21 of the Code of Ordinances to change the start time for Regular Meetings of City Council from 5:00 p.m. to 6:00 p.m. Councilmember Miller seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

ORDINANCE AMENDING CHAPTER 2, ARTICLE II, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO REGULAR MEETINGS.

(The above Ordinance is recorded in full in Ordinance Book No. 27 at Page No. 249 and is known as Ordinance 2018-65.)

Mayor Heggins announced starting January 2, 2019, Council meetings will begin at 6:00 p.m.

Mayor Pro Tem Post asked if public comment times should be changed in the Rules of Procedure.

City Attorney Graham Corriher commented Rules and Procedure for Public Comments are established by Resolution, and he noted he can provide Council a revised Resolution at its next meeting for consideration. By consensus, Council agreed.
RESOLUTION 2018-34 – FAIR HOUSING STEERING COMMITTEE

City Planner Kyle Harris indicated a Resolution of Intent to establish a fair housing committee was adopted by Council at its previous meeting. He explained the first Resolution was established in order for the committee to complete an Analysis of Impediments update that is required every five years. He commented if the committee will be considered permanent then its scope must be defined.

Mr. Harris reviewed the committee’s membership and noted it would consist of four members from the Human Relations Council (HRC), four members from the Housing Advocacy Commission (HAC), seven at-large members with demonstrated interest or expertise related to fair housing, and the Community Development Corporation (CDC) Director or designee.

Mr. Harris commented the City receives funding from the United States Department of Housing and Urban Development (HUD) and is required to provide an Analysis of Impediments update. He noted the analysis will be generated by the Fair Housing Committee in 2018-2019.

Mr. Harris presented Council a Resolution, and he added the scope of responsibilities changed from the original version. He noted committee activities were identified through the Furthering Fair Housing Rules that were endorsed by the Obama Administration. He shared the rules provide a vast framework for fair housing practices and how cities can do more to promote fair housing.

Mr. Harris reviewed the scope of responsibilities:

- Study current City programs and policies that address fair housing, and formulate recommendations to strengthen fair housing awareness and compliance
- Analyze local and regional data on patterns of integration and segregation, racially or ethnically concentrated areas of poverty, disparities in access to housing and opportunity, disproportionate housing needs for protected classes, and other relevant fair housing data
- Identify fair housing issues and contributing factors in the jurisdiction and region
- Establish priorities, goals, and strategies to address fair housing issues and contributing factors, and establish metrics and milestones that will be used to monitor and document progress
- Develop a process whereby the City can help facilitate reporting of complaints to appropriate agencies
- Promote efforts to integrate fair housing planning into existing planning processes, and incorporate fair housing priorities and goals into housing and community development decision-making
- Provide an opportunity for the public, including individuals historically excluded because of characteristics protected by the Fair Housing Act, to provide input about fair housing issues, goals, and priorities
• Research and promote effective methods for increasing community awareness and participation in fair housing planning

Councilmember Sheffield thanked Mr. Harris and Human Relations Manager Anne Little for their work to define the Fair Housing Committee.

Mayor Heggins stated fair housing is important to the City, and she is glad the fair housing testing was conducted because it provided clear results to help the City improve. She thanked City Manager Lane Bailey and City Attorney Graham Corriher for their support.

Councilmember Alexander asked about age discrimination for senior housing and noted citizens expressed concerns regarding fair housing opportunities for senior citizens during a recent Chit, Chat, and Chew event. Mr. Harris commented age is not currently a protected class, and he noted that does not mean the Fair Housing Committee could not explore those concerns.

Mayor Heggins commented in order for the Fair Housing Committee to explore age discrimination an Ordinance would need to be adopted because the City would not be able to enforce what is not in place. Mr. Corriher commented the City can study whatever it desires, but it would need legal authority to take action.

Mayor Pro Tem Post shared some cities that have Fair Housing Committees have legal processes to address whether or not a local ordinance has been violated. Mr. Corriher commented prior approval from HUD would be needed before the Committee could be considered an agency and receive complaints.

Ms. Little recognized Human Relations Commission (HRC) member Steven Simpson, and she noted he has served as a Fair Housing officer. She shared this is the type of expertise that will make up the Fair Housing Committee and help to establish processes.

Mayor Heggins commented cities can seek substantial equivalency and asked if HUD needs to approve the City creating an Ordinance regarding fair housing enforcement. Mr. Corriher indicated Federal law requires the City have HUD approval to investigate and take action on Fair Housing Act violations. He shared if the City has its own Ordinance in place action can be taken. Mayor Heggins commented the City would need to seek substantial equivalency, other funding, and opportunities through HUD to receive and investigate Fair Housing violations and be able to engage in remedial action to correct violations with an established Ordinance.

Councilmember Miller suggested the Resolution of Intent include Council’s desire to have membership from cross-sections of the community for a variety of perspectives so it can be used as a guideline for future Councils. He commented it is important a fair and balanced approach be included in the committee’s scope, and he added the committee should be staffed with community members who represent diverse backgrounds and expertise. Mr. Corriher commented it could be difficult to define membership needs in a Resolution.

Councilmember Miller suggested tabling the item until the end of the meeting to give staff an opportunity to add the suggested qualifications to the Resolution.
Mayor Heggins referenced a discussion during a committee meeting regarding qualifications and experiences and she commented she is concerned the criteria could exclude certain ranges of perspectives.

Mr. Harris indicated it would be reasonable to add clarification regarding the committee’s membership scope and Council could use its own discretion when appointing members.

Councilmember Sheffield noted most membership criteria has been described, but once the committee is formed bylaws could be established and sourced from existing Federal documents and resources.

Councilmember Miller asked if the source of the information used to create the Resolution can be referenced in the Resolution. Ms. Little commented information was gathered from a variety of sources to include a broad representation and serve as a guideline. Mr. Harris noted some information was sourced from HUD and Centralina Council of Governments (CCOG), and he added the scope of responsibilities list is not a single source but is made up of best practices.

Councilmember Sheffield recommended referencing the committee’s bylaws in the Resolution. Mayor Heggins commented the bylaws will be created by the committee. She suggested Council use the documents with best practices to help appoint the seven at-large members.

Councilmember Miller asked Mr. Corriher if he could create a sentence acknowledging Council’s desire for the Fair Housing Committee to always maintain a fair and balanced approach. Mr. Corriher agreed the information can be included.

Mayor Heggins asked if staff could include Councilmember Miller’s suggestions and present Council with a revised Resolution for its consideration. Mr. Corriher agreed.

Councilmember Sheffield stated she would like this committee to be an example for committees nationwide. She commented it should work toward being fair to all, including the non-protective classes in the United States and North Carolina Government that includes marital status, students, sexual orientation, income, and age.

Mayor Pro Tem Post commented he has reviewed other fair housing commissions. He noted those committees address landlord and tenant issues that affect people across the United States, and he suggested adding a landlord and tenant division to the committee’s bylaws.

Thereupon, Councilmember Sheffield made a motion to table the item until the end of the meeting. Councilmember Miller seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

Mayor Heggins provided Council a list of proposed members from the HAC, HRC, and CDC for the Fair Housing Committee.
Mayor Heggins shared the proposed members are for informational purposes only.

PUBLIC COMMENT

Mayor Heggins opened the floor to receive public comments.

Mr. Ames Simmons shared he is a transgender male and policy director at Equality North Carolina, a state advocacy organization for lesbians, gay, bisexual, transgender and queer North Carolinians. He thanked Mayor and Council for the Transgender Proclamation because of the message it sends to transgender people that Salisbury is a community that values and cares about its citizens.

Ms. Daphni Sciortino shared she is a transgender woman and small business owner in Salisbury. She thanked the community for welcoming her and transgender people.

Ms. Donna Odrosky commended everyone who helped make the Tis’ the Season Spectacular Christmas Parade a success. She shared she is a member of Parents, Families, and Friends of Lesbians and Gays (PFLAG) and looks forward to a holiday parade for years to come.

Mr. Kim Porter expressed he is a member the Truth, Healing, Hope and Equality Commission, a group that engages in the community and raises issues when needed. He noted the group supports the Fair Housing Committee.

Ms. Melissa Summer commented she is a member of the Thelma Smith Foundation Center South Branch, and she shared there is a serious need in the community for housing.

Mr. Mike-o Martelli shared he is a member of Truth, Healing, Hope and Equality Commission and agrees with the need of a balanced and diversified Fair Housing Committee.

Ms. Samirah White stated she is a member of the A’yanna Allen Bible Study Team, Night Crawlers, and Fight for our City Boxing Club, and she asked Council if funds were available to reopen the $2 cinema and skate rink. She expressed a need to install speed bumps on Celebration Drive in the Forest Creek neighborhood to help reduce speeds in the area.

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

BIKE SHARE UPDATE

City Engineer Wendy Brindle presented Council with an update regarding bike share programs. She explained the request originated when former Planning Director Janet Gapen and former Development Services Manager Preston Mitchell were employed with the City. She shared
the use of bicycles and scooters, both dockless and with docking stations, has created difficulties in other cities that they were not prepared to face.

Ms. Brindle explained City Code does not include information to regulate bike share programs. She requested guidance from Council on how to move forward regarding the development of an Ordinance. She reviewed an ordinance was adopted by Durham in 2017.

Councilmember Miller asked if any Commissions within the City could help with this program to avoid a debate. City Manager Lane Bailey expressed concern regarding the review of a bike share program going to a committee. He asked Council if it would like a draft Ordinance to see the process for bike share programs in other communities. He commented Council could share with Ms. Brindle any specific concerns they may have regarding this issue.

Mayor Heggins asked if Council could review the information prior to the Council meeting and send questions to Ms. Brindle to avoid a debate.

City Attorney Graham Corriher explained the Ordinance can include other options and information of what other municipalities are doing regarding bike share programs.

Mayor Pro Tem Post noted he would like to receive information regarding bike share programs from other municipalities.

Councilmember Sheffield shared her concern regarding safety issues due to cities not having an Ordinance in place, and she added the Ordinance should be welcoming. She noted information regarding what other municipalities are doing would help with the preparation of an Ordinance.

Councilmember Alexander stated she supports having a study of bike share programs and concerns regarding safety issues.

Ms. Brindle indicated she and Mr. Corriher will continue working on the draft Ordinance. She noted once the draft is complete it will be brought to Council for its consideration.

Mayor Pro Tem Post asked if the City has a cycling Ordinance in place. Ms. Brindle noted the City does not have a cycling Ordinance in place, but cyclist are required to follow State laws. She added staff is researching cycling information in conjunction with the proposed bike share Ordinance.

Ms. Brindle indicated she will have a proposed Ordinance at the second meeting in January and a draft for Council to review in between the January meetings.

Mr. Bailey shared the Technical Review Committee (TRC) could possibly be available to assist with the review process of the proposed Ordinance.

Ms. Brindle commented the TRC meets once a month, and she noted she will coordinate with TRC to get the item on its schedule for review.
Mayor Heggins asked for clarification regarding a refined document being made available to Council. She asked Ms. Brindle if she knew when a refined document could be presented to the TRC. Ms. Brindle commented staff could prepare information to present to the TRC at its December meeting.

By consensus, Council agreed Ms. Brindle would provide a proposed Ordinance regarding a bike share program.

RECESS

Mayor Heggins made a motion to take a five minute recess. All Councilmembers in attendance agreed unanimously to recess.

The meeting reconvened at 6:36 p.m.

CITY MANAGER’S REPORT

(a) Update – Fibrant

City Manager Lane Bailey provided an update to Council regarding the transition from Fibrant to Hotwire Communications. He introduced Hotwire Executive Vice President Max Kipfer and Vice President of Network Infrastructure and Engineering Mike Grandizio. He recognized Project Manager Barry King who is working closely with Hotwire during the transition and provides regular updates to City Attorney Graham Corriher.

Mr. Kipfer stated the transition from Fibrant to Fision is a work in progress, and he noted adjustments are being made on a daily basis. He introduced Senior Network Engineer Bob Ketterhagen, Community Development Manager Katelin Rice, Fision Educator Tess Moore, and Account Manager Christopher Pagan who were in the audience. He added Mr. Grandizio will serve as General Manager for Hotwire Communications in the City.

Mr. Kipfer reviewed products offered by Fision that include enhanced video features. He stated Fision provides best in class Wi-Fi and is very excited to introduce its services to the City’s subscriber base.

Mr. Kipfer noted the first step in the transformation was to upgrade technology and electronics in the data center which includes equipment from the original installation. He pointed out infrastructure work was completed in the data center. He stated bandwidth in the data center has been increased and an additional Simulsat satellite dish has been installed. He added the outside plant elements have been enhanced to accommodate new products.

Mr. Kipfer stated the Hotwire Network Operation Center is connected to the Salisbury plant for continuous monitoring. He noted a market survey has been completed, and he pointed out being competitive is critical to the overall business plan. He indicated the Internet Protocol
Television (IPTV) Media room platform is active and approximately 10% of the current video customers have switched to the new platform. He added during the transition large groups of people will be converted at the same time to increase productivity, and he commented the process should take three to four months to complete.

Mr. Kipfer explained the last step in the transition is to finalize the home conversion process to determine what is needed at each location. He noted Hotwire employees in the call center and network operation center received training regarding Fibrant and its products.

Mr. Kipfer stated the billing conversion, which began September 21, 2018, is complete. He explained customers received their first bill from Hotwire in September and have since received two additional bills. He indicated Hotwire has a payment center located in the Customer Service Center where customers can make payments.

Mr. Kipfer noted the salisbury.fision.com website has been launched and rebranding is taking place to properly identify employees, vehicles and building signage. He added the next step is to launch a public relations campaign and begin advertising to the general public.

Mr. Kipfer indicated future plans include possibly moving the Hotwire walk-in facility downtown so it will not be in the same location where the City receives its payments.

Mr. Kipfer stated Hotwire has been very involved in the community. He reviewed enhancements and products that will be available in January including Wi-Fi solutions and self-management customer apps. He then reviewed premium plus features including advanced parental control options and voice control remotes. He indicated a mobile customer service app will help customers manage accounts and provide community information. He referenced Fision Go, a mobile video platform that allows users to access their TV through a tablet or mobile phone. He also referenced a City of Salisbury Community App that will be available to the City to provide messaging to residents.

Ms. Moore provided a demonstration of Fision products and services.

Mr. Kipfer stated Hotwire is working with customers to transition equipment to the new system.

Councilmember Miller asked when Fibrant customers who transitioned to Fision will receive their new equipment. Mr. Kipfer explained the transition should take three to four months to complete, and he noted one of the biggest challenges is getting customers to respond to the request to update their equipment. He added employees are working by cabinet to keep the work in the same area and increase efficiency. He indicated notices have been sent to encourage customers to schedule an appointment.

Mayor Pro Tem Post noted Fibrant customers are asking about Fibrant email accounts. Mr. Kipfer stated Fibrant email addresses will be maintained for six months to one year and Hotwire staff will work with customers to migrate email addresses to alternative email methods. Mayor
Pro Tem Post asked about an email platform. Mr. Kipfer noted Hotwire has an email platform, and he explained email addresses are a significant business expense.

Mr. Kipfer indicated the auto-pay information did not carry over from Fibrant and approximately 900 customers had to re-register for the program. He added email addresses did not originally transition making it difficult to set up auto-pay. He stated items that did not transfer correctly during the transition are being addressed.

Mayor Heggins thanked Mr. Kipfer for his presentation.

CITY ATTORNEY’S REPORT

City Planner Kyle Harris and Human Relations Manager Anne Little presented Council two versions of the Resolution of Intent to Establish a Fair Housing Committee.

Mr. Harris presented Council the first document which stated, “it is the intent of the City Council that the members be representatives of the community and maintain a fair and balanced diversity of perspectives.”

Mr. Harris presented Council a second document with a paragraph revision. He noted the content was sourced from a separate document relating to the planning and guidance to create a balanced committee and stated, “City Council enjoys flexibility appointing at-large members that will represent to the greatest extent possible in a balanced manner all of those in the City with interest and experience and knowledge about housing issues including landlords, tenants, homeowners, and realtors but, also including disadvantaged and unrepresented populations who might otherwise be excluded.”

Mayor Heggins asked that the word “and” be changed to the word “or” to clarify a person not be restricted to meet all three requirements.

Councilmember Miller suggested the revision read, “City Council enjoys flexibility appointing at-large members to represent to the greatest extent possible in a balanced manner all of those in the City with interest, experience or knowledge about housing issues.”

Ms. Little asked if the second document is the preference of the Council.

Mayor Pro Tem Post commented he prefers the first version because it is more inclusive. Councilmember Alexander commented she also prefers the first version for similar reasons.

Councilmember Miller commented he supports including the words “landlord” and “tenant” to include the entire community and all perspectives.

Councilmember Alexander asked if the proposed members include landlords and tenants. Councilmember Miller agreed and noted there could be more opportunities for input.
Mayor Heggins asked if Councilmember Miller’s desire is to include input and suggestions from both landlords and tenants as the committee begins to do its work. Councilmember Miller agreed.

Mayor Heggins expressed the importance of experience and qualifications when reviewing applications. Mayor Pro Tem Post commented bylaw criteria could be included in the document where landlord and tenants are mentioned. Mayor Heggins commented bylaws are created after a committee is formed.

Councilmember Alexander asked if the words, “maintains a fair and balance diversity of perspective” includes landlord and tenants, and she noted the majority of housing providers are landlords.

Councilmember Miller referenced a public comment made regarding landlords being a part of the fair housing issue. He suggested including landlords in conversations and noted diversity means to accept input beyond a particular scope.

Mayor Heggins asked Council which version of the Resolution it desires. By consensus, Council agreed on the first version of the Resolution.

Thereupon, Councilmember Sheffield made a motion to adopt amendments relating to the Resolution of Intent Establishing a Fair Housing Steering Committee. Mayor Pro Tem Post seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION OF INTENT ESTABLISHING A FAIR HOUSING COMMITTEE

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 60 and 61, and is known as Resolution 2018-38.)

Mayor Heggins thanked staff for their work on this Resolution, and she commented she believes the City is moving in the right direction.

ANNOUNCEMENTS

Communications Director Linda McElroy announced the fifth installment of Chit, Chat & Chew, a series of town hall meetings, will be held Thursday, December 6, 2018 at Fire Station #4 located at 2325 Statesville Boulevard, beginning at 5:15 p.m. The meeting will provide citizens an opportunity to have interactive conversations with Council and staff and to share concerns and ideas for the community. Dinner will be provided.

Communications Director Linda McElroy announced Downtown Salisbury, Inc. will host an event the entire family can enjoy. The day will consist of free rides throughout downtown on antique fire trucks with Santa and the Grinch by your side, craft making, and hot cocoa. The event
will take place Saturday, December 15, 2018 from 11:00 a.m. until 2:00 p.m., leaving from City Hall.

Communications Director Linda McElroy announced Parks and Recreation will host New Year’s Eve at the Bell Tower Celebration Monday, December 31, 2018. Celebrate the start of 2019 as a community at Salisbury’s Historic Bell Tower located at Bell Tower Park. Festivities begin at 9:00 p.m. and will include light refreshments, live video feed from Times Square and the ringing of the bell at midnight. This event is free and open to the public.

Communications Director Linda McElroy announced Council will not hold a second meeting in the month of December. The next meeting will be held Wednesday, January 2, 2018 at 5:00 p.m.

COUNCIL COMMENTS

Councilmember Sheffield shared she attended the one-year celebration of the Youth Substance Use Prevention Rowan (YSUP Rowan). She explained YSUP Rowan is a coalition of community leaders and students whose mission is to engage the community to prevent and reduce substance abuse among young people. She explained the group was formed with a five-year Federal grant and its goals are to increase collaboration within the community to prevent underage drinking and prescription drug abuse. Councilmember Sheffield added the group is looking to collaborate with the City and County in 2019.

Councilmember Sheffield thanked those in attendance for being welcoming and inclusive.

MAYOR PRO TEM COMMENTS

Mayor Pro Tem Post shared the traditions of the Hanukkah celebration.

MAYOR’S COMMENTS

Mayor Heggins asked that the family of George H.W. Bush be remembered.

Mayor Heggins asked for the family of A’yanna Allen to be kept in everyone’s thoughts and prayers as A’yanna is remembered on the one year anniversary of her death.

Mayor Heggins pointed out it is the one year anniversary of her election to Council, and she expressed her appreciation of Council and staff. She added she is also grateful for the citizens who have remained engaged and embraced the People’s House. She shared citizen’s input is needed and their voice is important to the process. She pointed out Council is elected by the citizens, and is here to support and listen to them.
Mayor Heggins announced the Mayor’s State of the City Address will take place Monday, December 17, 2018 at 7:00 pm and will streamed on Facebook Live. She shared she will review what Council and staff have accomplished this year and highlight future plans for the City.

**ADJOURNMENT**

Motion to adjourn the meeting was made by Councilmember Miller. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 7:33 p.m.

__________________________
Al Heggins, Mayor

__________________________
Diane Gilmore, City Clerk
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  ☒ Staff

Requested Council Meeting Date:  01/02/2019

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

Name of Presenter(s):  Vickie Eddleman

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 agreements that were executed with NCDOT in March 2014, and renewed in all subsequent years with a slight increases each year. This year, NCDOT has asked for a full submission of the agreement instead of a renewal, despite no changes except for amounts allowed for reimbursements. The agreements define maintenance functions and corresponding reimbursement rates. For Schedules A & B, the reimbursement amount is based strictly on work performed and parts replaced. There is no maximum amount set because historically the requests have been around $2,000 total. Schedule C’s minimum reimbursable amount, if all tasks are performed, would be $97,873. Additional services rendered and parts replaced would be reimbursed quarterly as needed and based on the rates set forth therein. Schedule D will have an increase of $54,485 due to increased maintenance costs on the computer portion of the signal system. The total reimbursable amount for Schedule D will be $97,485. These agreements would be valid for service dates of July 1, 2018 through June 30, 2019, and has requested the signature of the City Engineer. Total minimum reimbursement for all schedules is $195,358.

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 (Schedule C), and of the computerized traffic signal system (Schedule D).

Contact Information for Group or Individual:  Vickie Eddleman – 704-638-5213

☒ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)
Salisbury City Council
Agenda Item Request Form

☐ 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:
November 28, 2018

Ms. Wendy Brindle, Traffic Engineer
City of Salisbury
Post Office Box 479
Salisbury, North Carolina 28145-0479

SUBJECT: Municipal Maintenance – Traffic Control Devices
Schedule A, Schedule B, Schedule C and Schedule D
City of Salisbury, Rowan County

Dear Ms. Brindle:


After you have reviewed and signed the original copies, please return them to Denise Ketcham for Departmental execution. One fully executed agreement will be sent back to you.

If you have any questions, please call Division Traffic Engineer J. P. Couch at 336-747-7800. Thank you for your cooperation.

Sincerely,

S. P. Ivey, P.E.
Division Engineer

SPL/ddk

Enclosure
NORTH CAROLINA  
ROWAN COUNTY  

MUNICIPAL MAINTENANCE - TRAFFIC CONTROL  
DEVICES  
TRAFFIC SCHEDULE A SIGNS AGREEMENT  

DATE: 11/21/2018  

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION  

AND  
WBS Elements:  9.203412  

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. 136-86.1, the Department has the  
responsibility for the maintenance of highways on the State Highway System; that NC Administrative  
Code 19A NCAC 28.0203 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. 136-86.1 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:  

Agreement ID # 6275
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 users 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/policy/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. 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

Agreement ID # 8275
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."

Approved by ________________________ of the local governing body of the City Of Salisbury as attested to by the signature of Clerk of said governing body on __________________

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

(SEAL)

(FINANCE OFFICER)

Remittance Address:

City of Salisbury

DEPARTMENT OF TRANSPORTATION

BY: ____________________________

(CHIEF ENGINEER)

DATE: __________________________

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: __________________________
**Signs — Traffic Control Devices Schedule “A”**

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. Prices shown are current maximum allowable sign reimbursements.
- **Supports:** for new installations or supports that are damaged or otherwise not meeting its intended use.

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<th>ITEM</th>
<th>QUANTITY OF ITEM INSTALLED</th>
<th>*REIMBURSEMENT</th>
<th>UNIT</th>
<th>TOTAL PER ITEM</th>
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<td>A. 30&quot;x30&quot; Stop - Grade C Sheeting</td>
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<td>B. 36&quot;x36&quot; Stop - Grade C Sheeting</td>
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<td>C. 36&quot;x36&quot; Yield - Grade C Sheeting</td>
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<td>D. 36&quot; RR Warning - Grade B Sheeting (Fluorescent Yellow Color)</td>
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<td>E. Warning Signs: Grade B Sheeting (Fluorescent Yellow-Green Color)</td>
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<td>9. 24&quot;x18&quot; Share the Road (W16-1)</td>
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<td>F. Other warning and regulatory - Grade C Sheeting</td>
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<td></td>
<td>.063 gauge Al @ $8.31</td>
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<td>SF</td>
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<td>.080 gauge Al @ $8.68</td>
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<td></td>
<td>.125 gauge Al @ $9.95</td>
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<tr>
<td>G. Guide Signs w/o Z bars(Type D) Grade C Sheeting</td>
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<td>Single panel = $11.83</td>
<td>SF</td>
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<td></td>
<td>Doll panel = $12.53</td>
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<td>H. Guide Signs w/Z bars Grade C Sheeting</td>
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<td>K. 3 lb U channel Posts</td>
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<td>$2.44</td>
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<td></td>
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<tr>
<td>L. 4&quot; X 4&quot; Wood Posts</td>
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<td>$4.00</td>
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</tr>
<tr>
<td>M. 4&quot; X 8&quot; or 8&quot; X 6&quot; Wood Posts</td>
<td></td>
<td>$6.00</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>N. Installation of 1 Post Sign or Assembly, Span Wire and Mast Arm</td>
<td></td>
<td>$25.00</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>O. Installation of 2 Post Sign or Assembly</td>
<td></td>
<td>$35.00</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>P. Installation of Z Bar Sign (Type A)</td>
<td></td>
<td>$590-$700</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>Q. Installation of Z Bar Sign (Type B)</td>
<td></td>
<td>$250-$350</td>
<td>EA</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL MAXIMUM PAYMENT = $**

Agreement ID # 8275
Salisbury 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
TRAFFIC SCHEDULE B MARKINGS & MARKERS
AGREEMENT

DATE: 11/21/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 9.203412

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 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:

Agreement ID # 8276
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.ncdol.gov/doh/preccnstruct/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. 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: 
BY: ____________________________ BY: ____________________________

CITY OF SALISBURY

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.

Approved by ____________________________ of the local governing body of the City of Salisbury as attested to by the signature of Clerk of said governing body on ____________________________

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

BY: ____________________________
(FINANCE OFFICER)

Remittance Address:

City of Salisbury

______________________________
______________________________

DEPARTMENT OF TRANSPORTATION

BY: ____________________________
(CHIEF ENGINEER)

DATE: ____________________________

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: ____________________________

Agreement ID # 8276
**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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY OF ITEM INSTALLED</th>
<th>REIMBURSEMENT</th>
<th>UNIT</th>
<th>TOTAL PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>4&quot; Thermoplastic Pavement Marking Line, 120 mls</td>
<td>$0.42</td>
<td>LF</td>
<td></td>
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<td>B</td>
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<td>$0.34</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>6&quot; Thermoplastic Pavement Marking Line, 120 mls</td>
<td>$.66</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>6&quot; Thermoplastic Pavement Marking Line, 90 mls</td>
<td>$0.67</td>
<td>LF</td>
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</tr>
<tr>
<td>E</td>
<td>8&quot; Thermoplastic Pavement Marking Line, 120 mls</td>
<td>$1.34</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>8&quot; Thermoplastic Pavement Marking Line, 90 mls</td>
<td>$1.26</td>
<td>LF</td>
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<td>LF</td>
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<tr>
<td>H</td>
<td>16&quot; Thermoplastic Pavement Marking Line, 120 mls</td>
<td>$3.70</td>
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</tr>
<tr>
<td>I</td>
<td>24&quot; Thermoplastic Pavement Marking Line, 120 mls</td>
<td>$5.33</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Thermoplastic Marking Line Removal, 4&quot;</td>
<td>$0.50</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Thermoplastic Pavement Marking Character, 120 mls</td>
<td>$65.02</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Thermoplastic Pavement Marking Symbol (single arrow), 90 mls</td>
<td>$84.11</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Thermoplastic Pavement Marking Symbol (combination arrow), 90 mls</td>
<td>$120.10</td>
<td>EA</td>
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</tr>
<tr>
<td>N</td>
<td>Thermoplastic Pavement Marking Symbol &amp; Character Removal</td>
<td>$46.81</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>4&quot; Paint Marking Line</td>
<td>$0.12</td>
<td>LF</td>
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</tr>
<tr>
<td>P</td>
<td>6&quot; Paint Marking Line</td>
<td>$0.25</td>
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<td>R</td>
<td>12&quot; Paint Marking Line</td>
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<tr>
<td>S</td>
<td>16&quot; Paint Marking Line</td>
<td>$1.09</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>T</td>
<td>24&quot; Paint Marking Line</td>
<td>$2.39</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Paint Pavement Marking Character</td>
<td>$26.84</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>Paint Pavement Marking Symbol (single arrow)</td>
<td>$35.89</td>
<td>EA</td>
<td></td>
</tr>
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<td>W</td>
<td>Paint Pavement Marking (combination arrow)</td>
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</tr>
<tr>
<td>X</td>
<td>Permanent Raised Pavement marker</td>
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</tr>
<tr>
<td>Y</td>
<td>Permanent Snowplowable Raised Pavement Marker</td>
<td>$22.19</td>
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<tr>
<td>Z</td>
<td>Permanent Snowplowable Pavement Marker Lens Replacement</td>
<td>$9.42</td>
<td>EA</td>
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</tr>
</tbody>
</table>

**ANNUAL MAXIMUM PAYMENT = $**

*This pay item is for one layer of paint. Any other layers will also be paid for under the same pay item.*

Agreement ID # 8276
NORTH CAROLINA
ROWAN COUNTY

MUNICIPAL OPERATIONS - TRAFFIC CONTROL DEVICES
TRAFFIC SIGNALS AGREEMENT
SCHEDULE C
DATE: 11/28/2016

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) §136-68.1 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, 2018 and ending June 30, 2019. 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 31, 2023. 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 approved amount, for the operation of the traffic signals included in the Appendices.
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 the total annual approved amount, 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). 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. 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).

I. 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.

J. 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 the Agreement, conferred with his attorney, and fully understands its contents.
IN WITNESS WHEREOF, this Agreement has been executed the day and year hereof set out, in triplicate, on the part of the Department and the Municipality by authority duly given.

ATTEST:
BY: ________________________________
TITLE: ________________________________
DATE: ________________________________

CITY OF SALISBURY
BY: ________________________________
TITLE: ________________________________
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.

Approved by __________________________ of the local governing body of the CITY OF SALISBURY,
as attested to by the signature of Clerk __________________________ of said governing body on __________________________ (Date)

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 0: ________________________________
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

<table>
<thead>
<tr>
<th>Task Description</th>
<th>6 MO</th>
<th>12 MO</th>
<th>2 YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lubricate hinges and lock</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace filters</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Check Door Gasket</td>
<td>x</td>
<td></td>
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<tr>
<td>Check Anchor Bolts / Extension Bolts</td>
<td>x</td>
<td></td>
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<tr>
<td>Check for water seepage, dust accumulation, reseal base if needed</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Check Grounding Resistance and Bonding Connections and Conductors</td>
<td>x</td>
<td></td>
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<tr>
<td>Check for current wiring schematics, Signal plans, and Maintenance Records</td>
<td>x</td>
<td></td>
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<tr>
<td>Check condition and operation of fan and thermostat</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Check ground fault receptacle and ensure no control equipment plugged into receptacle</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Measure service voltage</td>
<td>x</td>
<td></td>
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<tr>
<td>Check interior lamps; replace as required</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check physical condition of meter / service disconnect</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Clean and vacuum Cabinet</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visually check Line Filter and surge arrester</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect Foundation and exterior for damage, vandalism, and the presence and condition of signal inventory number</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Test police panel switches</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place insect and/or rodent poison in cabinet if infestation is present</td>
<td>x</td>
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</tr>
</tbody>
</table>

### 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
<table>
<thead>
<tr>
<th>Relays</th>
<th>Visually inspect condition of all relays and replace if necessary</th>
<th>x</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Connections</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Check for discoloration and corrosion</td>
<td>x</td>
<td></td>
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<tr>
<td></td>
<td>Tighten all terminal connections</td>
<td></td>
<td>x</td>
<td></td>
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<tr>
<td></td>
<td>Check labels and replace as needed</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Check programming of red monitor jumpers if present</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check condition of all loading resistors</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Controllers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify date and time, correct any discrepancies (if applicable)</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify programming parameters</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify proper software version</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Verify operation per signal plan (phasing operation, timings,</td>
<td>x</td>
<td></td>
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<tr>
<td></td>
<td>signal head display, pavement markings, etc.)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Check all harnesses and connections</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify proper operation of any preemption circuits</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check operation of display and backlight</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Check time clock settings</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check that posted speed limit matches signal plan</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detection Sensors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspect condition of all inductive loops and lead ins;</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Repair/replace as needed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify proper operation of detection sensors, map; replace or</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>repair as needed</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Verify loop lead in cable is twisted in cabinet</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check loop lead-ins for correct labeling and phase assignments</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check alignment and proper operation of all out of street</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>detection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detector Units</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check detector for proper operation and sensitivity</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verify stretch and delay programming and operation</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C

<table>
<thead>
<tr>
<th>Pedestrian Push Buttons</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check and actuate push buttons on all approaches of actuated crosswalks and visually verify pedestrian signal operation (Verify operation of all push buttons)</td>
<td>6 MO</td>
</tr>
<tr>
<td>Check push button lamp (if applicable) for operation</td>
<td>X</td>
</tr>
<tr>
<td>Check push button alignment and accessibility</td>
<td></td>
</tr>
<tr>
<td>Check audio operation and direction</td>
<td></td>
</tr>
<tr>
<td>Check push button signs; clean or replace if necessary</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pedestrian Heads</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-lamp incandescent bulbs or replace LEDs if needed</td>
<td></td>
</tr>
<tr>
<td>Check condition, alignment and operation</td>
<td>X</td>
</tr>
<tr>
<td>Clean lenses and reflectors</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signal Heads and Blank Out Signs</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check for proper alignment, operation, and condition</td>
<td>X</td>
</tr>
<tr>
<td>Check condition of back plates (if used)</td>
<td>X</td>
</tr>
<tr>
<td>Check for proper height</td>
<td></td>
</tr>
<tr>
<td>Clean lenses, signs and LED modules; replace as needed</td>
<td></td>
</tr>
<tr>
<td>Check for wear on the span wire and signal mounting hardware</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Metal Poles and Mast Arms</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspect for rust and spot paint as required</td>
<td></td>
</tr>
<tr>
<td>Inspect joints for rust and cracks at arm/upright location and at base plate</td>
<td>X</td>
</tr>
<tr>
<td>Visually inspect anchor bolts and mast arm bolts for condition and tightness</td>
<td></td>
</tr>
<tr>
<td>Check pole grounding and connections</td>
<td></td>
</tr>
<tr>
<td>Inspect for damage; document and report any damage found.</td>
<td></td>
</tr>
<tr>
<td>Check and secure pole caps and hand hole covers</td>
<td></td>
</tr>
<tr>
<td>Inspect all wiring and conduit in pole</td>
<td></td>
</tr>
<tr>
<td>Visually inspect condition of foundation</td>
<td></td>
</tr>
</tbody>
</table>
## MUNICIPAL OPERATIONS AGREEMENT - SCHEDULE C

<table>
<thead>
<tr>
<th>Wood Poles and Span Wire</th>
<th>Interval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check pole for splitting</td>
<td>X</td>
</tr>
<tr>
<td>Check pole below grade for rot</td>
<td>X</td>
</tr>
<tr>
<td>Check clamps and all hardware</td>
<td>X</td>
</tr>
<tr>
<td>Check guy wire, anchors, and guards; repair if needed</td>
<td>X</td>
</tr>
<tr>
<td>Verify all spans are bonded to pole ground</td>
<td>X</td>
</tr>
<tr>
<td>Check pole grounding and connections</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pull Boxes</th>
<th>Check the ground rod, clamp connection, and bonding of conduits if applicable</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check all cables in pull box for pinching by lid, including level of pull box</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check for abnormal amount of water; verify proper drainage</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Check lid for abnormal condition and fit</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Systems Equipment</th>
<th>Ensure the controller operates in mode selected by master</th>
<th>X</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Check any special equipment (transceivers, etc.) for proper operation</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Disconnect controller from master and check for free or backup operation</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

| Conduit | Visually inspect all conduits; repair as needed | X | |

<table>
<thead>
<tr>
<th>Pavement Markings</th>
<th>Verify that pavement markings match intersection plans</th>
<th>X</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inspect condition of pavement markings</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
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 Municipality agrees to perform under any line item if all functions are not selected. Place a check beside the value under “Total” functions for any line item.

<table>
<thead>
<tr>
<th>Item</th>
<th>Function Description</th>
<th>Emergency Response</th>
<th>Operation Performan Reviews</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Vehicular Signal Section (average of 10 head/int. or 30 section/int.)</td>
<td>$1.26</td>
<td>$10.22</td>
</tr>
<tr>
<td>B.</td>
<td>Pedestrian Signal Head (Average of 4 heads/int.)</td>
<td>$3.15</td>
<td>$20.99</td>
</tr>
<tr>
<td>C.</td>
<td>Fiber-Optic or LED Blank-out Sign</td>
<td>$12.60</td>
<td>$12.60</td>
</tr>
<tr>
<td>D.</td>
<td>Prettimed Electronic Controller/Cabinet</td>
<td>$75.58</td>
<td>$138.56</td>
</tr>
<tr>
<td>E.</td>
<td>2-8 Assigned Phase Actuated Controller/Cabinet</td>
<td>$75.58</td>
<td>$503.84</td>
</tr>
<tr>
<td>F.</td>
<td>2-8 Assigned Phase Actuated Controller/Cabinet with Machine-vision Detection</td>
<td>$75.58</td>
<td>$503.84</td>
</tr>
<tr>
<td>G.</td>
<td>Flashing Beacon Controller/Cabinet</td>
<td>$12.60</td>
<td>$125.96</td>
</tr>
<tr>
<td>H.</td>
<td>Travel Costs for Operational Performance Reviews at Signalized Intersection (no Flashers)</td>
<td></td>
<td>$62.98</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA.</td>
</tr>
<tr>
<td>CB.</td>
</tr>
<tr>
<td>CC.</td>
</tr>
<tr>
<td>CD.</td>
</tr>
<tr>
<td>CE.</td>
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<tr>
<td>Item</td>
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<td>------</td>
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<tr>
<td>CF.</td>
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<tr>
<td>CG.</td>
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<tr>
<td>CH.</td>
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<tr>
<td>CI.</td>
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<tr>
<td>CJ.</td>
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<tr>
<td>CK.</td>
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<td>CL.</td>
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<td>CM.</td>
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<td>CN.</td>
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<td>CO.</td>
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<td>CP.</td>
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<td>CQ.</td>
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<td>CS.</td>
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<td>CT.</td>
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<td>CV.</td>
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<td>CW.</td>
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<td>Item</td>
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<tr>
<td>CX.</td>
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<td>CY.</td>
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<td>CZ.</td>
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<td>DA.</td>
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<td>DB.</td>
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<td>DC.</td>
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<td>DD.</td>
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<td>DE.</td>
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<td>DF.</td>
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<td>DJ.</td>
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<td>DK.</td>
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<td>DL.</td>
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<td>DM.</td>
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<td>DN.</td>
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<tr>
<td>DO.</td>
</tr>
<tr>
<td>Item</td>
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<tr>
<td>------</td>
</tr>
<tr>
<td>DP. Furnish Single Channel NEMA TS-1 Loop Detector Unit</td>
</tr>
<tr>
<td>DQ. Furnish Two-Channel NEMA TS-1 Loop Detector Unit</td>
</tr>
<tr>
<td>DR. Furnish Two-Channel NEMA TS-2 Loop Detector Unit</td>
</tr>
<tr>
<td>DS. Furnish Two-Channel TYPE 222 Loop Detector Unit</td>
</tr>
<tr>
<td>DT. Furnish and replace Audible Pedestrian Signal</td>
</tr>
<tr>
<td>DU. Perform Annual Inspection on Railroad-Interconnected Intersections</td>
</tr>
</tbody>
</table>

1 Replacement of detectve 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.

2 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 rea existing plan of record. Reimbursements for items CA through DT will be given for items utilized in the completion of this work must be purchased at the expense of the maintaining agency to insure all intersections are continuously operating according.

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

**System Component Repairs**: This function includes labor, parts and materials to repair electronic traffic signal control comp involves in-house repair of electronic assemblies by troubleshooting and replacing specific integrated circuit chips, repairing c and making circuit modifications. This work includes making hardware, firmware and software upgrades to equipment to insu must be completed in a timely manner to support the emergency response and operational performance review functions.
MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE C
TRAFFIC CONTROL DEVICES – LEVEL C

Items included on this schedule may be added or deleted to those checked above by a request in letter form signed by the Mayor should be sent in quadruplicate to the Division Engineer accompanied by four (4) copies of the SCHEDULE with all appropriate Engineer approves the new SCHEDULE he should sign, as approved, all four (4) copies of the Municipality’s letter of request. The forwards one copy of the letter and SCHEDULE to the DOT Controller and Local Programs Management Office, returns a copy retains a copy for his file. The new SCHEDULE will then become effective at the beginning of the next quarter for reimbursement.

The Department reserves the right of verification that all selected functions are being properly performed. If it is determined that being performed, then the reimbursement will be reduced accordingly.

________________________________________
CITY of Salisbury

________________________________________
CLERK DATE

________________________________________
MAYOR OR MANAGER

________________________________________
DEPARTMENT OF TRANSPORTATION

________________________________________
DIVISION ENGINEER

Page 18 of 21
<table>
<thead>
<tr>
<th>CITY OF SALISBURY</th>
<th>SIGNAL LOCATION</th>
<th>State Signals</th>
<th>STATE ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mooresville Rd (HWY 150) &amp; Lincolnton Rd/Sunset Dr</td>
<td></td>
<td>09-0198</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Statesville Blvd (HWY 70)/Mahaley Ave</td>
<td></td>
<td>09-0202</td>
<td></td>
</tr>
<tr>
<td>Jake Alexander Blvd (US 70-60) &amp; Statesville Blvd (US 70/SR 2094)</td>
<td></td>
<td>09-0203</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Grove St</td>
<td></td>
<td>09-0204</td>
<td></td>
</tr>
<tr>
<td>Mocksville Rd (SR 1910) &amp; Mahaley Ave/Confederate Ave</td>
<td></td>
<td>09-0205</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Craig St</td>
<td></td>
<td>09-0206</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Ellis St</td>
<td></td>
<td>09-0207</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Fulton St</td>
<td></td>
<td>09-0210</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Jackson St</td>
<td></td>
<td>09-0212</td>
<td></td>
</tr>
<tr>
<td>W Innes St (SR 2200) &amp; Church St</td>
<td></td>
<td>09-0214</td>
<td></td>
</tr>
<tr>
<td>S Main St (US 29-70/NC150) &amp; Harrison St</td>
<td></td>
<td>09-0217</td>
<td></td>
</tr>
<tr>
<td>S Main St (US 29-70/NC150) &amp; Monroe St</td>
<td></td>
<td>09-0219</td>
<td></td>
</tr>
<tr>
<td>S Main St (US 29-70/NC150) &amp; Horch St</td>
<td></td>
<td>09-0220</td>
<td></td>
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**TOTAL NUMBER OF STATE SIGNALS** 73
NORTH CAROLINA
ROWAN COUNTY

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

SCHEDULE D

DATE: 11/28/2018

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 §136-86.1 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 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 07/01/2018 and ending
06/30/2019. 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 06/30/2023. 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 additides 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 ensuring 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 $45,000.00, 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. 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/). 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. 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).
I. 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.

J. 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.
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.

Approved by ____________________________ of the local governing body of the City of Salisbury as attested to by the signature of Clerk of said governing body on ________________ (Date)

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

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 30 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.
## MUNICIPAL OPERATIONS SIGNALS AGREEMENT - SCHEDULE D

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<tr>
<th>Location Description</th>
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<td>S Fulton St &amp; W Monros St (Formerly 09-0246)</td>
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**Total Number of City Signals:** 13

**Total Number of State Signals:** 73

**Total Number of All Signals:** 86

**Pro-Rata Share Schedule D:**

| Divide Number of State Signals by the Total Number of All Signals | 85%    |

Agreement ID #: 8278

Page 15 of 24
## Municipal Operations Agreement – Schedule D

### CCTV Camera List City of Salisbury

<table>
<thead>
<tr>
<th>CCTV Location</th>
<th>CCTV ID #</th>
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</thead>
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<tr>
<td>W Innes St (SR 2200) &amp; N Main St (US 29-70-150) - Plaza Building</td>
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**Total Number of CCTV Cameras:** 5
MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

DETECTOR LIST CITY OF SALISBURY

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.
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.
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 provoked.

- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.
## MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D

**LEVEL OF SERVICE “C”**

**CITY OF SALISBURY COMPUTERIZED TRAFFIC SIGNAL CONTROL SYSTEM**

**MUNICIPAL OPERATIONS COMPENSATION ITEMIZATION**

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### PER ITEM REIMBURSEMENT SCHEDULE

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### TOTAL ANNUAL COST

$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 shall 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 LPNO 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.

**ATTEST**

**MUNICIPAL REPRESENTATIVE**

**DEPARTMENT OF TRANSPORTATION**

**DIVISION ENGINEER**

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**CITY OF SALISBURY**

**Agreement ID # 8278** Page 24 of 24
Requested Council Meeting Date: January 2, 2019

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

Name of Presenter(s): Wendy Brindle

Requested Agenda Item: AT&T requests encroachment into City Right-of-Ways

Description of Requested Agenda Item: AT&T requests approval of installation of directional bored duct, pole attachments and down guys within the City Right-of-Way. City Council approval is required by Section 11-24 (27) of the City Code.

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: Approval of AT&T encroachment.

Contact Information for Group or Individual: 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:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

☐ Approved

☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council □ Manager □ Staff

Requested Council Meeting Date: January 2, 2019

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

Name of Presenter(s): Wendy Brindle

Requested Agenda Item: Old Concord Rd Sidewalk - Engineering Services Contract

Description of Requested Agenda Item: The City received four responses on August 30, 2018 to a Request for Qualification (RFQ) for Engineering Design and Permitting services for Old Concord Road Sidewalk. This section of sidewalk will connect Ryan Street and Jake Alexander Boulevard along one side of Old Concord Road. Alley, Williams, Carmen and King, Inc. scored the highest based on criteria set forth in the RFQ. The proposed contract for is $100,823.47.

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)

Total project cost is estimated at $414,000. This design contract is $100,823.47 and is within the $160,000 budgeted in FY19.

Action Requested of Council for Agenda Item: Authorize City Manager to execute contract with Alley, Williams, Carmen and King, Inc. for $100,823.47 for engineering services associated with Old Concord Rd Sidewalk.

Contact Information for Group or Individual: wbrin@salisburycov.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:

S. Wade Fisher [Signature]  Wendy Belle [Signature]
Finance Manager Signature  Department Head Signature

Anna Burgman [Signature]
Budget Manager Signature

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

For Use in Clerk’s Office Only

☐ Approved  ☐ Declined

Reason:
ENGINEERING 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 located at 132 North Main Street, Salisbury, NC 28144 (hereinafter referred to as the “City”), and ALLEY, WILLIAMS, CARMEN & KING, INC., a North Carolina corporation located at 740 Chapel Hill Road, Burlington, NC 27215 (hereinafter referred to as the “Provider”) (collectively, the “Parties”).

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

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

2. Obligations of the City.
   a. Compensation. The City agrees to compensate Provider in the amount not to exceed One-Hundred Thousand Eight-Hundred Twenty-Three and 47/100 Dollars ($100,823.47) for services rendered in accordance with the terms of this Contract.
   b. Other obligations of the City. In addition to the foregoing, the City shall: (1) notify property owners of the surveying activities; (2) pay associated permit fees, including but not limited to, NCDEQ permits, railroad right of entry fees, and flagmen fees; (3) review plans and provide comment; (4) review specifications and provide comments; (5) coordinate bid days and times with Provider; (6) coordinate approvals with NCDOT; (7) acquire any necessary rights-of-way; and (8) pay legal advertisement fees for the Services.
   c. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. The Services will be provided from January 16, 2018 through July 16, 2018 unless sooner terminated as herein provided.

4. Change Orders. The City may, from time to time, request changes in the Services provided under this Contract. Such changes, including any increase or decrease in the amount of Compensation, shall not be effective unless mutually agreed to in writing and signed by both of the parties after appropriate authorization.
5. **Termination for Convenience.** Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause and in its discretion, terminate this Contract for convenience upon thirty (30) calendar days' notice in writing from the City to Provider prior to the date of termination. Upon termination, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions of this Contract shall remain in force. All finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.

6. **Termination for Cause.** Either party has the right terminate this Contract for cause based on a breach of any of its terms upon written notice to the other party specifying the breach.

7. **Terms and Methods of Payment.** Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services, but no more than monthly. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s) for work satisfactorily performed. Invoice(s) should be sent to Wendy Brindle, City Engineer, 132 N Main Street, Salisbury, NC 28144, for review and approval.

8. **Contract Funding.** It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

9. **Insurance.** Provider agrees to insurance in the minimum amounts: (1) $1,000,000 in General Liability; (2) $1,000,000 in Automobile Liability; (3) $1,000,000 in Errors and Omissions; and (4) Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability and Errors and Omissions policies. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

10. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.

11. **Monitoring and Auditing.** Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

12. **Time of the essence.** The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
13. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

14. **Indemnification.** To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.

15. **Relationship of Parties.** Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.

16. **Restricted Companies List.** Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

17. **Anti-Nepotism.** Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City’s Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.

18. **No assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.

19. **Amendments in writing.** This Contract may be amended only in writing and signed by both parties.

20. **Governing law.** North Carolina law will govern the interpretation and construction of the Contract.

21. **Entire agreement.** This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject
matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

22. **Attached Exhibits.** The following documents, if any, are attached to this Contract and incorporated by reference herein:
   a. Exhibit A: Scope of Services

23. **Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

24. **Counterparts and execution.** This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”

25. **Authority to Enter Contract.** The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

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This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
EXHIBIT "A"
Scope of Services

1. Basic Services - The Engineer shall provide the following basic services for the Project:
   
   A. Provide field surveying to locate conditions of the existing road right-of-way, including but not limited to, property iron, edge of pavement, storm drainage culverts, ditches, utility poles and above ground utility structures, water meters, sanitary sewer manholes and any underground utilities located by others utility companies or their designated representatives. Prior to such surveying, the City shall notify affected property owners of this activity.
   
   B. Design of Retaining Wall (Provided by Sub-consultant Kleinfelder-total length of retaining walls estimated at 160 feet)
   
   C. Provide elevation survey along sidewalk route.
   
   D. Design a sidewalk as directed by City Staff.
   
   E. Provide bid documents and specifications for the Project.
   
   F. Assist City with obtaining an Encroachment Agreement, Plan and Bid Document Approval from N.C. Department of Transportation.
   
   G. Type II Categorical Exclusions scope of services:
      
      I. Walk the project site to identify any potential issues which may preclude the project from being certified with a Categorical Exclusion checklist.
      
      II. Coordinate with SHPO and provide the City with a certification letter from SHPO in regards to impacts to historical properties along the project site.
      
      III. Coordinate with NCDOT Division 9 Environmental Officer in regards to potential environmental concerns along the project site.
      
      IV. Assuming no impacts based on the site evaluation (human/neighborhood impacts) and correspondence with SHPO and NCDOT provide a completed signed checklist for the City to submit to NCDOT for their approval and concurrence.

      Any impacts identified that require additional work beyond items I-IV above are considered additional services and will be billed hourly in accordance with NCDOT approved overhead calculation rate.

   H. Engineer shall provide service through construction authorization.

2. Additional Services - The following services, if required, are not included in the Basic Services and Fee for Basic Services:
   
   A. Services to assist with Easement Acquisition (if required).
   
   B. Advertising/Bidding Services
   
   C. Construction Observation/Inspections.
   
   D. Project Management.
   
   E. Construction Stakeout
   
   F. Recording of Easement Maps or Plat
   
   G. Additional services will be billed on an hourly rate basis in accordance with NCDOT approved overhead calculation rates.
EXHIBIT "B"
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the City for any contract resulting from this procurement process:

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Engineer agree?  YES _______ (Initials of Authorized Representative)


Pursuant to Federal Rule (B) above, when federal funds are expended by the City on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Engineer agree?  YES _______ (Initials of Authorized Representative)

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (C) above, when federal funds are expended by the City, during the term of an award for all contracts and subgrants for construction or repair, the Engineer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Engineer agree? YES _______ (Initials of Authorized Representative)

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (D) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Engineer agree? YES _______ (Initials of Authorized Representative)

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (E) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer agrees to comply with all applicable requirements as referenced in Federal Rule (E) above.

Does Engineer agree? YES _______ (Initials of Authorized Representative)

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (F) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does Engineer agree? YES ________ (Initials of Authorized Representative)

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, the Engineer certifies that during the term of an award for all contracts by the City resulting from this procurement process, the Engineer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Engineer agree? YES ________ (Initials of Authorized Representative)


Pursuant to Federal Rule (H) above, when federal funds are expended by the City, the Engineer certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Engineer certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Engineer agree? YES ________ (Initials of Authorized Representative)
RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by the City for any contract resulting from this procurement process, the Engineer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Engineer further certifies that Engineer will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Engineer agree? YES ________ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by the City for any contract resulting from this procurement process in excess of $100,000, the Engineer certifies that the Engineer is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Engineer agree? YES ________ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City for any contract resulting from this procurement process, the Engineer certifies that the Engineer will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Engineer agree? YES ________ (Initials of Authorized Representative)

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Engineer certifies that Engineer is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Engineer agree? YES ________ (Initials of Authorized Representative)

CERTIFICATION OF NON-COLLUSION STATEMENT

Engineer certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Engineer agree? YES ________ (Initials of Authorized Representative)
Engineer agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Engineer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Engineer’s Name/Company Name:

Jeffery D. Moody, PE/Alley, Williams, Carmen & King, Inc.

Address, City, State, and Zip Code:

120 S. Main St. Kannapolis, NC 28081

Phone Number: 704-938-1515  Fax Number: 704-938-6810

Printed Name and Title of Authorized Representative:

Jeffery D. Moody, PE, Vice-President

Email Address:

jmoody@awck.com

Signature of Authorized Representative:

Date:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council □ Manager □ Staff

Requested Council Meeting Date: January 2, 2018

Name of Group(s) or Individual(s) Making Request: Nick Aceves, Parks & Recreation

Name of Presenter(s): Nick Aceves

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment to the FY2018-2019 budget in the amount of $25,000 to appropriate a Parks and Recreation donation.

Description of Requested Agenda Item: The City of Salisbury Parks and Recreation Department have received a donation to support pickleball court renovations at City Park.

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)
Budget Ordinance Amendment

Contact Information for Group or Individual: Nick Aceves 704-638-5299

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature ____________________________ Department Head Signature ____________________________

Budget Manager Signature ____________________________

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

For Use in Clerk’s Office Only
Salisbury City Council
Agenda Item Request Form

- [ ] Approved
- [ ] Delayed
- [ ] Declined

Reason:
AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE DONATION FOR PICKLEBALL COURTS

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

Section 1. The City received $25,000 in donations for the renovation of the pickleball courts at City Park. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2018-2019 Budget Ordinance of the City of Salisbury, adopted on June 19, 2018, is hereby amended as follows:

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

(1) Increase line item 010-621-612-5450.00 Special Projects $25,000

(2) Increase line item 010-000-000-4822.02 Hurley Park Donations $25,000

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:  January 2, 2018

Name of Group(s) or Individual(s) Making Request:  Nick Aceves, Parks & Recreation

Name of Presenter(s):  Nick Aceves

Requested Agenda Item:  Adopt a Budget ORDINANCE Amendment to the FY2018-2019 budget in the amount of $27,000 to appropriate a Parks and Recreation-Hurley Park donation.

Description of Requested Agenda Item:  The City of Salisbury Parks and Recreation Department have received a donation to support an irrigation system replacement at Hurley Park.

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)  Budget Ordinance Amendment

Contact Information for Group or Individual:  Nick Aceves 704-638-5299

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

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

FINANCE DEPARTMENT INFORMATION:

____________________________________ ________________________________
Finance Manager Signature               Department Head Signature

Budget Manager Signature

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

For Use in Clerk’s Office Only
Salisbury City Council
Agenda Item Request Form

☐ Approved    ☐ Delayed    ☐ Declined

Reason:
AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE DONATION FOR HURLEY PARK

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

Section 1. The City received a $27,000 donation from the JF Hurley Foundation for the renovation of the sprinkler system and additional plants at Hurley Park. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2018-2019 Budget Ordinance of the City of Salisbury, adopted on June 19, 2018, is hereby amended as follows:

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

(1) Increase line item 010-621-612-5450.00 \$ 27,000
Special Projects

(2) Increase line item 010-000-000-4822.02 \$ 27,000
Hurley Park Donations

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

Section 4. That this ordinance shall be effective from and after its passage.
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public  □ Council  □ Manager  □ Staff

Requested Council Meeting Date: 01/02/2019

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Public Comment Resolution

Description of Requested Agenda Item: Council to consider revisions to the Public Comment Resolution to accommodate new meeting time.

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 to consider revisions to the Public Comment Resolution to accommodate new meeting time.

Contact Information for Group or Individual: (704) 638-5309 or graham.corriher@salisburyne.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature ___________________________ Department Head Signature ___________________________

Budget Manager Signature ___________________________

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

For Use in Clerk’s Office Only

□ Approved  □ Delayed  □ Declined

Reason:
RESOLUTION ESTABLISHING
RULES OF PROCEDURE FOR PUBLIC COMMENT PERIODS

WHEREAS, the Salisbury City Council encourages all citizens to participate in the public process and values their input, ideas and suggestions; and

WHEREAS, the Salisbury City Council holds a Public Comment period during its second regularly scheduled meeting of each month.

WHEREAS, the Salisbury City Council wishes to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings.

NOW, THEREFORE BE IT RESOLVED, that the Salisbury City Council establishes the following Rules of Procedure for Public Comment Periods:

1. Each speaker must sign-in to speak during the Public Comment Session. The sign-in sheet will be available until the Public Comment Session begins.

2. Each speaker will have a maximum of three minutes to speak. As the presiding officer, the Mayor has the discretion to grant additional time in special circumstances.

3. A speaker may yield his/her time to another speaker provided the speaker has signed in for the Public Comment Session, but no more than two speakers may combine time, and the same speaker may speak only once per Public Comment Period. In order to avoid repetitiveness, groups should select a spokesperson to speak on their behalf.

4. Any related documents, printed comments, or materials the speaker wishes to distribute to Council shall be provided to the City Clerk.

5. Speakers will address Council from the speakers table using the microphone provided.

6. Public comment is not intended to require the Council to answer impromptu questions. The Council will not take action on an item presented during Public Comment. When appropriate, the Council may refer inquiries and items discussed during Public Comment to the City Manager for follow up.

7. Speakers will discuss matters which are within the jurisdiction of the Salisbury City Council.

8. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing Council.
9. Speakers will be courteous in their language and presentation. Personal attacks will not be tolerated and will be deemed out of order.

10. Signs no larger than two square feet are permitted provided that they do not block the view of spectators, staff and City Council members. Signs shall not be mounted on a pole, stick or handle. Signs shall be made of paper, card stock, poster board or cardboard. All sign surfaces shall be flat, non-reflective materials. Signs shall not be shaken, waved or moved vigorously so as to disrupt the meeting.

11. No person shall enter the dais except upon the specific invitation of the Mayor or member of Council.

Adopted this the 4th day of April 2017.

[Signature]
Karen K. Alexander, Mayor

[Signature]
Kelly Baker, Deputy City Clerk
RESOLUTION ESTABLISHING
RULES OF PROCEDURE FOR PUBLIC COMMENT PERIODS

WHEREAS, the Salisbury City Council encourages all citizens to participate in the public process and values their input, ideas and suggestions; and

WHEREAS, the Salisbury City Council holds a Public Comment period during both of its second regularly scheduled meetings of each month; and

WHEREAS, the Salisbury City Council wishes to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings; and

WHEREAS, from time to time, and in accordance with its Rules of Procedure, the Salisbury City Council reviews the Rules of Procedure for Public Comment Periods and revises these as necessary to ensure that the principles outlined above are achieved in accordance with North Carolina law;

NOW, THEREFORE, BE IT RESOLVED, that the Salisbury City Council establishes the following Rules of Procedure for Public Comment Periods:

1. The Public Comment period will be held at [TIME].

2. Each speaker must sign-in to speak during the Public Comment Session period. The sign-in sheet will be available until the Public Comment Session begins, and will remain available for thirty (30) minutes thereafter, unless there are no speakers that have signed it at that time, or unless all of speakers that have signed in have had an opportunity to speak.

3. Each speaker will have a maximum of three minutes to speak. As the presiding officer, the Mayor has the discretion to grant additional time in special circumstances.

4. A speaker may yield his/her the speaker’s time to another speaker provided the speaker has signed in for the Public Comment Session period, but no more than two speakers may combine time, and the same speaker may speak only once per Public Comment period. In order to avoid repetitiveness, groups should be encouraged to elect a spokesperson to speak on their behalf.

5. Any related documents, printed comments, or materials the speaker wishes to distribute to Council shall be provided to the City Clerk at the time the speaker signs in.

6. Speakers will address the Council from the speakers’ table using the microphone provided and, if able, shall remain seated while addressing the Council.
6.7. Public Comment is not intended to require the Council to answer impromptu questions, though in the interest of advancing the principles of Public Comment outlined above, the Council may comment for up to one minute on the speaker’s comments but will not engage in a conversation with the speaker. The Council will not take action on an item presented during Public Comment. When appropriate, the Council may refer inquiries and items discussed during Public Comment to the City Manager for follow up.

7.8. Speakers will discuss limited to commenting on matters which are within the real or apparent jurisdiction of the Salisbury City Council.

8.9. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.

9.10. Speakers will be courteous in their language and presentation. Personal attacks will not be tolerated and will be deemed out of order.

10.11. Signs no larger than two square feet are permitted provided that they do not block the view of spectators, staff and City Council members. Signs shall not be mounted on a pole, stick or handle. Signs shall be made of paper, card stock, poster board or cardboard. All sign surfaces shall be flat, non-reflective materials. Signs shall not be shaken, waved or moved vigorously so as to disrupt the meeting.

12. No person shall enter the dais except upon the specific invitation of the Mayor or member of Council.

14.13. All previously-adopted Resolutions regarding the Salisbury City Council Rules of Procedure for Public Comment Periods are hereby repealed.

Adopted this the 4th day of October 2017.

__________________________________________
Karen K. Alexander, Al Heggins, Mayor

__________________________________________
Kelly Baker, Diane Gilmore, Deputy City Clerk
RESOLUTION ESTABLISHING
RULES OF PROCEDURE FOR PUBLIC COMMENT PERIODS

WHEREAS, the Salisbury City Council encourages all citizens to participate in the public process and values their input, ideas and suggestions; and

WHEREAS, the Salisbury City Council holds a Public Comment period during both of its regularly scheduled meetings each month; and

WHEREAS, the Salisbury City Council wishes to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings; and

WHEREAS, from time to time, and in accordance with its Rules of Procedure, the Salisbury City Council reviews the Rules of Procedure for Public Comment Periods and revises these as necessary to ensure that the principles outlined above are achieved in accordance with North Carolina law;

NOW, THEREFORE, BE IT RESOLVED, that the Salisbury City Council establishes the following Rules of Procedure for Public Comment Periods:

1. The Public Comment period will be held at [TIME].

2. Each speaker must sign in to speak during the Public Comment period. The sign-in sheet will be available until the Public Comment period begins, and will remain available for thirty (30) minutes thereafter, unless there are no speakers that have signed it at that time, or unless all of speakers that have signed in have had an opportunity to speak.

3. Each speaker will have a maximum of three minutes to speak. As the presiding officer, the Mayor has the discretion to grant additional time in special circumstances.

4. A speaker may yield the speaker’s time to another speaker provided the speaker has signed in for the Public Comment period, but no more than two speakers may combine time, and the same speaker may speak only once per Public Comment period. In order to avoid repetitiveness, groups are encouraged to elect a spokesperson to speak on their behalf.

5. Any related documents, printed comments, or materials the speaker wishes to distribute to Council shall be provided to the City Clerk at the time the speaker signs in.

6. Speakers shall address the Council from the speakers’ table using the microphone provided and, if able, shall remain seated while addressing the Council.
7. Public Comment is not intended to require the Council to answer impromptu questions, though in the interest of advancing the principles of Public Comment outlined above, the Council may comment for up to one minute on the speaker’s comments but will not engage in a conversation with the speaker. The Council will not take action on an item presented during Public Comment. When appropriate, the Council may refer inquiries and items discussed during Public Comment to the City Manager for follow up.

8. Speakers are limited to commenting on matters which are within the real or apparent jurisdiction of the Salisbury City Council.

9. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.

10. Speakers will be courteous in their language and presentation. Personal attacks will not be tolerated and will be deemed out of order.

11. Signs no larger than two square feet are permitted provided that they do not block the view of spectators, staff and City Council members. Signs shall not be mounted on a pole, stick or handle. Signs shall be made of paper, card stock, poster board or cardboard. All sign surfaces shall be flat, non-reflective materials. Signs shall not be shaken, waved or moved vigorously so as to disrupt the meeting.

12. No person shall enter the dais except upon the specific invitation of the Mayor or member of Council.

13. All previously-adopted Resolutions regarding the Salisbury City Council Rules of Procedure for Public Comment Periods are hereby repealed.

Adopted this the ___ day of October 2018.

_______________________________
Al Higgins, Mayor

_______________________________
Diane Gilmore, City Clerk
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council ☑ Manager □ Staff

Requested Council Meeting Date: January 2, 2019

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

Name of Presenter(s): Scott Shelton, Salisbury-Rowan Economic Development Commission

Requested Agenda Item: Council to receive an update regarding proposed changes to the adopted incentive agreement for “Project Care”.

Description of Requested Agenda Item: Council to receive an update regarding proposed changes to the adopted incentive agreement for “Project Care”.

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:

☐ 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
Salisbury City Council
Agenda Item Request Form

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council □ Manager □ Staff

Requested Council Meeting Date: January 2, 2018

Name of Group(s) or Individual(s) Making Request: Anne Little

Name of Presenter(s): Linda McElroy

Requested Agenda Item: All interested community members are encouraged to complete the online application to serve on the Fair Housing Committee. Applications are available at city’s website or by calling 704.638.5218.

Description of Requested Agenda Item: Announcement

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: None

Contact Information for Group or Individual: Anne Little

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk’s Office Only

□ Approved □ Delayed □ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  ☒ Staff

Requested Council Meeting Date:  January 2, 2018

Name of Group(s) or Individual(s) Making Request:  Rodney Harrison, Salisbury Transit

Name of Presenter(s):  Rodney Harrison

Requested Agenda Item:  Announcement

Description of Requested Agenda Item:  Salisbury Transit has partnered with AECOM, a transportation planning and engineering firm, to provide a comprehensive long-range public transportation master plan for its transportation system. The ultimate focus of the project is to improve the City of Salisbury’s fixed-route and demand-responsive services and engage the public to determine a strategic focus to meet the needs of the Salisbury community in the next 20 years. Included in project is the understanding of the overall ridership, system satisfaction, rider and population demographics, as well as development patterns and plans within the service areas and the surrounding communities.

As part of the long-range planning, a community survey, available in English and Spanish, will be provided online at salisburync.gov/Transit. The intent is to gain as much local community feedback as possible in order to craft a plan that will meet the Salisbury Transit System mobility needs.

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:  Rodney Harrison, 704-638-5252

☐ 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

Budget Manager Signature

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

For Use in Clerk’s Office Only

☐ Approved       ☐ Delayed       ☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ☐ Public  ☐ Council  ☐ Manager  ☒ Staff

Requested Council Meeting Date:  January 2, 2018

Name of Group(s) or Individual(s) Making Request:  Nick Aceves, Parks & Recreation

Name of Presenter(s):  Nick Aceves

Requested Agenda Item:  Announcement

Description of Requested Agenda Item:  The City of Salisbury Parks and Recreation Department and Rowan-Cabarrus Community College will be co-hosting a Light Construction Building Trades class information session on Thursday, January 3rd at 10:30am at NC Works Rowan located on 1385 S. Main Street. The info session will answer questions about the four month class which will introduce students to construction building trades. The class is for anyone 18 years and older and is free to Salisbury residents. For more information please contact RCCC at 704-216-7201.

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:  Nick Aceves 704-638-5299

☐ 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***
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  X Staff

Requested Council Meeting Date:  January 2, 2018

Name of Group(s) or Individual(s) Making Request:  Human Relations Council

Name of Presenter(s):  Dennis Rivers

Requested Agenda Item:  The 2019 Dr. Martin Luther King Jr. Celebration will begin on Saturday, January 19 with a parade through downtown Salisbury. The parade will end on S. Martin Luther King Jr. Ave. near the Civic Center and a community event will follow inside the Civic Center. On Monday, January 21 at 7 a.m., the annual celebration breakfast will take place at the J.F. Hurley YMCA. The featured speaker is Dr. Dwayne Anthony Walker, pastor of Little Rock AME Zion Church. Groups may register for the parade at Salisbury.gov or by calling 704.638.5218. Breakfast tickets are $10 and may be purchased at 132 North Main Street, 2nd floor.

Description of Requested Agenda Item:  Announcement

Attachments:  □ Yes  X 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:  None

Contact Information for Group or Individual:  Anne Little

X 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: