City of Salisbury
North Carolina

COUNCIL MEETING AGENDA

April 5, 2022
6:00 p.m.

The meeting will be streamed live at salisburync.gov/webcast and on the City’s Twitter account. The meeting will be held in a hybrid format and the public is invited to participate virtually. 

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on April 5, 2022 by contacting Kelly Baker at kbake@salisburync.gov. Citizens who wish to speak in person can sign up in Council Chambers.

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

5. Council to recognize the Salisbury High School Girls’ Basketball Team for winning the 2A State Championship.

6. Mayor to proclaim the following observances:

   AUTISM ACCEPTANCE MONTH        April 2022
   NATIONAL CHILD ABUSE PREVENTION MONTH  April 2022
   FAIR HOUSING MONTH              April 2022

7. Council to consider the CONSENT AGENDA:

   (a) Adopt Minutes of the regular meeting of March 15, 2022, the special meetings of March 15, 2022 and March 24, 2022 and the recessed meeting of March 28, 2022.

   (b) Approve a Municipal Agreement with the North Carolina Department of Transportation in the amount of $845,040 consisting of $676,032 in Congestion Mitigation Air Quality (CMAQ) funds and a local match of $169,008 for design and construction of sidewalk on Jake Alexander Boulevard from Brenner Avenue north to existing sidewalk at the railroad crossing. The local match will be budgeted in FY2022-2023 and subsequent years.

   (c) Receive a request for voluntary annexation of Map 450 Parcel 001, located on Harrison Road, and adopt a RESOLUTION instructing the City Clerk to investigate the sufficiency of the request.

   (d) Receive a request for voluntary annexation of Map 064 Parcel 212, located at 275 Cross Drive, and adopt a RESOLUTION instructing the City Clerk to investigate the sufficiency of the request.
(e) Adopt an ORDINANCE amending Section 13-338 of the City Code regarding Parking Prohibited at All Times for one space on North Park Drive in accordance with a petition from Catawba College and on South Main Street to match updated traffic patterns.

(f) Approve a Right-of-Way Use Permit for the intermittent use of two parking spaces on Main Street for interior renovations to 133 South Main Street from March 22, 2022 through February 25, 2023.

(g) Approve a Right-of-Way encroachment for Conterra on North Long Street and East Kerr Street for installation of directional bored and direct buried duct per Section 11-24(27) of the City Code subject to North Carolina Department of Transportation approval.

(h) Authorize the City Manager to execute a contract with SEPI, Inc. for an amount not to exceed $94,500 for engineering services associated with a Pavement Condition Survey. Funds for the survey were included and approved in the FY2021-2022 budget.

(i) Authorize the City Manager to approve a Utility Construction Agreement with the North Carolina Department of Transportation for the reimbursement by Salisbury-Rowan Utilities for the estimated cost of $452,783.25 for adjusting, relocating or bettering public water and sanitary sewer utilities in conjunction with NCDOT Project U-5738 to widen Julian Road.

(j) Authorize the City Manager to approve a Utility Construction Agreement with the North Carolina Department of Transportation for the reimbursement by Salisbury-Rowan Utilities for the estimated cost of $127,074 for adjusting, relocating and bettering public water lines in conjunction with NCDOT Project B-5772 to replace the bridge on Hurley School Road.

(k) Adopt an ORDINANCE amending Section 16-61 of the City Code regarding Rules and Regulations to set the hours of operation for Bell Tower Green Park as discussed as part of the Downtown Social District.

8. Council to receive public comment. Public comment will begin following adoption of the Consent Agenda. **Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Kelly Baker at kbake@salisburync.gov.** Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.

9. Council to consider an economic development incentive request for the Trammell Crow Company equivalent to 90% of new real property taxes paid over a three year period valued at $680,022 for the construction of a 504,000 square foot facility located on Henderson Grove Church Road: (Presenter – Economic Development Commission Vice-President Scott Shelton)

(a) Receive a presentation from staff
(b) Hold a public hearing
(c) Approve an economic incentive request for Trammell Crow equivalent to 90% of new real property taxes paid over a three year period.
10. Council to hold a public hearing concerning the use of FY2022-2023 Federal Community Development Block Grant (CDBG) and HOME Program funds: (Presenter — Planning Housing Planner Candace Edwards)
   (a) Receive a presentation from staff
   (b) Hold a public hearing

11. Council to consider adopting an ORDINANCE amending the Land Development District Map to rezone one parcel located at the corner of Old Mocksville Road and 7th Street Extension from Neighborhood Mixed Use to Corridor Mixed Use creating a Conditional District Overlay to request an exception to the Land Development Ordinance: (Presenter — Zoning Administrator Teresa Barringer)
   (a) Receive a presentation from staff
   (b) Hold a public hearing
   (c) Issue a Statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance amending the Land Development Ordinance.

12. Council to consider adopting an ORDINANCE amending the Land Development District Map to rezone one parcel (Map 018 Parcel 005) located at 201 Lumber Street from Light Industrial to Light Industrial creating a Conditional District Overlay to request an exception of the Land Development Ordinance: (Presenter — Zoning Administrator Teresa Barringer)
   (a) Receive a presentation from staff
   (b) Hold a public hearing
   (c) Issue a Statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance rezoning the property.

13. Council to consider reinstating Phase 6 of The Gables of Kepley Farms for (10) single family lots that were originally part of the master plan approved in 2005: (Presenter — Zoning Administrator Teresa Barringer)
   (a) Receive a presentation from staff
   (b) Hold a public hearing
   (c) Issue a Statement of Consistency and Statement of Reasonableness, and consider reinstating Phase 6 of The Gables.

14. Council to consider requests for Downtown Revitalization Incentive Grants to assist with building rehabilitation and residential production: (Presenter — Planning Director Hannah Jacobson)
   (a) Receive a presentation from staff,
   (b) Hold public hearings and consider awarding grants for the following:

   • The Bogle Firm on behalf of Lloyd Nickerson, 106 West Innes Street
   • Josh Barnhardt, 121 West Council Street
   • G2 Downtown Holdings, Inc., 133 South Main Street
   • Rowan Helping Ministries on behalf of Shelter Ministries LLC, 317-319 East Liberty Street.
   • Todd Littleton, 117 South Lee Street
15. Council to consider authorizing the City Manager to enter into a unit price contract with Asphalt Concepts for an estimated amount of $199,239 for installation of stamped crosswalks along Innes Street between Depot and Jackson Streets and on South Long Street at Monroe Street. (Presenter – City Engineer Wendy Brindle)

16. Council to consider a request for a Right-of-Way Use Permit for a portion of Hogan’s Alley from April 11, 2022 to August 29, 2022 for the placement of a dumpster for interior renovations at 119 and 121 North Main Street. (Presenter – City Engineer Wendy Brindle)

17. Council to consider adopting an ORDINANCE establishing the Downtown Salisbury Social District. (Presenter – Downtown Development Director Sada Stewart Troutman).

18. Council to consider adopting a budget ORDINANCE amendment to appropriate $207,082 from General Capital Reserve Fund and $15,738 from Water Sewer Capital Reserve Fund for computer replacement equipment. (Presenter – Information Technology Manager Dale Waters)

19. Council to consider appointments to various boards and commissions.


22. Council’s Comments.

23. Mayor Pro Tem’s Comments.

24. Mayor’s Announcements and Comments.

25. Adjourn.
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date: April 15, 2022

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

Name of Presenter(s): Mayor Karen Alexander

Requested Agenda Item: Council to recognize the Salisbury High School Lady Hornets Basketball Team for winning the State Championship.

Description of Requested Agenda Item: Council to recognize the Salisbury High School Lady Hornets Basketball Team for winning the 2A State Championship.

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:

☐ 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
WHEREAS, every April, people across the world take time to recognize the millions of people living with autism spectrum disorder during Autism Acceptance Month; and

WHEREAS, autism spectrum disorder is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it; and

WHEREAS, one in 68 American children are diagnosed on the autism spectrum; and

WHEREAS, students are provided educational services in a variety of settings, from general education classes to separate Exceptional Student Education (ESE) classes; and

WHEREAS, the numbers of those affected by this disorder has increased over time as identification methods have improved; and

WHEREAS, the community continues awareness efforts in order to educate professionals, students, and community members about autism and best practices in educating individuals with autism

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of April 2022 as

AUTISM ACCEPTANCE MONTH

in Salisbury, and call upon the citizens to create a culture of awareness for all members of the community.

This the 5th day of April 2022.

______________________________
Karen K. Alexander, Mayor
WHEREAS, Child Abuse Awareness Month takes place in April as a time for communities to come together to build caring connections, supportive environments, and positive experiences for all children; and

WHEREAS, all adults play a role in building the safe, stable, nurturing homes and environments needed for the healthy development of our future generation of parents, leaders, and community members; and

WHEREAS, children are vital to our state’s future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury Do HEREBY PROCLAIM the month of April 2022 as

NATIONAL CHILD ABUSE AWARENESS MONTH

in Salisbury, and call upon all citizens and the community to support families, thereby preventing child abuse and strengthening the community in which we live.

This the 5th day of April 2022.

__________________________________________
Karen K. Alexander, Mayor
PROCLAMATION

WHEREAS, April is National Fair Housing Month; and

WHEREAS, April 11, 2022 marks the 54th anniversary of the passage of the Fair Housing Act which protects against discrimination whether renting, buying, or securing financing for any housing; and

WHEREAS, each April we come together as a community and a nation to celebrate the passing of the Fair Housing Act in the aftermath of Reverend Dr. Martin Luther King Jr’s assassination and recommit to eliminate housing discrimination and create equal opportunity in every community; and

WHEREAS, the City of Salisbury seeks a high quality of life for all citizens and prohibits discrimination because of race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, economic stability, community health, and human relations in all neighborhoods are improved by diversity and integration; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity violate the common sense of decency and fairness; and

WHEREAS, the City of Salisbury strives to be an inclusive community committed to equal housing opportunities for all residents and prospective residents.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of April 2022 as

FAIR HOUSING MONTH

in Salisbury, and promote appropriate activities to provide and advocate for equal housing opportunities for all residents and prospective residents.

This the 5th day of April 2022.

________________________
Karen K. Alexander, Mayor
SPECIAL MEETING

PRESENT: Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; Interim City Manager Brian Hiatt, City Clerk Kelly Baker, and City Attorney Graham Corriher.

ABSENT: Mayor Karen Alexander

Mayor Pro Tem Sheffield and members of City Council met in a Special session at the City Hall located at 217 South Main Street. The meeting began at 5:00 p.m.

CLOSED SESSION

Thereupon, Councilmember Post made a motion to Council to go into closed session concerning acquisition of property as allowed by NCGS 143-318.11(a)(5), an economic development matter as allowed by NCGS 143-318.11a(4) and a personnel matter as allowed by NCGS 143-318.11(a)(6). Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (4-0)

RETURN TO OPEN SESSION

Council returned to open session, and Mayor Pro Tem Sheffield indicated no action was taken.
ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Smith. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 5:55 p.m.

___________________________
Karen Alexander, Mayor

___________________________
Kelly Baker, City Clerk
SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; Interim City Manager Brian Hiatt, City Clerk Kelly Baker, and City Attorney Graham Corriher.

ABSENT: None

Mayor Karen Alexander and members of City Council met in a Special session at the City Hall located at 217 South Main Street. The meeting began at 5:00 p.m.

CLOSED SESSION

Thereupon, Mayor Alexander made a motion to Council to go into closed session concerning a personnel matter as allowed by NCGS 143-318.11(a)(6). Mayor Alexander, Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

RETURN TO OPEN SESSION

Council returned to open session, and Mayor Alexander indicated no action was taken.
RECESS

Motion to recess the meeting was made by Councilmember Post. All Council members in attendance agreed unanimously to recess until Monday, March 28, 2022 at 8:00 a.m. in Council Chambers. The meeting was adjourned at 8:03 p.m.

Karen Alexander, Mayor

Kelly Baker, City Clerk
RECESSED MEETING OF MARCH 24, 2022

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; Interim City Manager Brian Hiatt, City Clerk Kelly Baker, and City Attorney Graham Corriher.

ABSENT: None

Mayor Karen Alexander and members of City Council reconvened the Recessed meeting of March 24, 2022 at the City Hall located at 217 South Main Street. The meeting was reconvened at 8:00 a.m.

CLOSED SESSION

Thereupon, Mayor Alexander made a motion to Council to go into closed session concerning a personnel matter as allowed by NCGS 143-318.11(a)(6). Mayor Alexander, Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

RETURN TO OPEN SESSION

Council returned to open session, and Mayor Alexander indicated no action was taken.
ADJOURN

Motion to recess the meeting was made by Councilmember McLaughlin. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 3:03 p.m.

____________________________________
Karen Alexander, Mayor

______________________________
Kelly Baker, City Clerk
REGULAR MEETING

PRESENT: Mayor Pro Tem Tamara Sheffield, Presiding; Council Members Harry McLaughlin, David Post, and Anthony Smith; Interim City Manager Brian Hiatt, City Clerk Kelly Baker; and City Attorney J. Graham Corriher.

ABSENT: Mayor Karen K. Alexander.

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Sheffield led participants in the Pledge of Allegiance to the United States flag.

ADOPTION OF THE AGENDA

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

PROCLAMATIONS

Mayor to proclaim the following observances:

- ARBOR DAY March 18, 2022
- TRANSGENDER DAY OF VISIBILITY March 31, 2022
CONSENT AGENDA

(a) Minutes

Adopt Minutes of the special meeting of January 27-28, 2022 and the regular meeting of March 1, 2022.

(b) Voluntary Annexation – Oxford Station

Receive the Certificate of Sufficiency and adopt a Resolution setting the date of the public hearing for April 19, 2022 for the voluntary annexation of Oxford Station consisting of 79.21 acres located on Map 321 Parcel 079 located on Old Mocksville Road.


(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 15-16, and is known as Resolution 2022-11.)

(c) Contract Extension – Interim City Manager

Approve a contract extension for Brian Hiatt to serve as Interim City Manager and advisor to the new City Manager through April 30, 2022.

(d) Public Hearing – Economic Incentive

Set a public hearing for April 5, 2022 to receive comments on a proposed economic incentive for a Trammell Crow Company project located on Henderson Grove Church Road.

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

PUBLIC COMMENT

Mayor Pro Tem Sheffield opened the floor to receive public comments.

Mr. Andrew McDonald and Mr. Peter Day from True Homes addressed Council regarding ways to cut cost for future housing developments.
Ms. Whitney Peckman spoke in support of bringing the Gate City Coalition and Cure Violence Model to assess crime in the City and County.

Ms. Pam Bloom indicated she would like more information on the difference in training between Cease Fire and the Cure Violence programs.

Dr. Susan Lee noted she also supports Cure Violence to address and reduce the systemic root causes of violence in the community.

Ms. Mary Frances Edens expressed her support of trained community members, such as those participating in the Cure Violence program, to assist with de-escalation tactics and to model appropriate behaviors.

Mr. Jonathan Barbee spoke in favor of funding existing City programs instead of funding outside programs such as Cure Violence to reduce crime in the City.

Mr. Jeff Sharpe indicated Cure Violence is well regarded and its success is well documented.

Ms. Mary Walker expressed her support of the Cure Violence model and its ability to reduce gun violence.

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

DOWNTOWN SALISBURY SOCIAL DISTRICT

Downtown Development Director Sada Stewart Troutman addressed Council regarding the proposed Downtown Salisbury Social District. She explained social districts are geographic zones where patrons can enjoy an alcoholic beverage purchased from a participating ABC permitted establishment using special cups. She noted management of the Social District would be provided by Downtown Development in cooperation with other City departments. She explained business owners are not required to participate and do not have to allow the Social District cups in their establishments.

Ms. Troutman reviewed the Social District boundaries as proposed at Council’s March 1, 2022 meeting which included most of the Municipal Service District (MSD). She stated the Downtown Salisbury Social District will operate from 12:00 p.m. through 12:00 a.m. and staff believes current City employees can support the proposed district safely. She commented marketing and promotion will be a collaboration between Downtown Salisbury, Inc. (DSI) and staff. She noted rules and obligations will be accessible on signs, store windows, and the special cups.

Ms. Troutman noted staff recommends the boundaries of the Social District and the hours and days of operation remain as proposed. She pointed out Council’s questions at its previous
meeting led to conversations with community religious groups who did not feel the need to oppose the social district. She added staff requests Council reach a consensus on the proposed Downtown Salisbury Social District so the final Ordinance can be approved at its April 5, 2022 meeting with an effective start date of May 1, 2022.

Mayor Pro Tem Sheffield convened a public hearing after due notice regarding the proposed Downtown Salisbury Social District.

Ms. Karen Hobson stated she supports the proposed Social District with reservations. She indicated the district is too broad, and she expressed concern regarding the hours of operation. She suggested reducing the proposed district to the street line so it does not include alleys and back parking lots.

Mr. Tom Overcash questioned if the Social District would increase public drunkenness. He added Council must determine if the proposal will be good for the City.

Ms. Cheryl Goins, downtown property owner and resident, stated the proposed Social District will create a revenue source for downtown businesses who have suffered during the pandemic. She read a list of downtown merchants that support the proposed social district.

Ms. Chris Ostel, owner of the Fish Bowl and Touch a Great Tattoo, stated he supports the request with some hesitation. He added his businesses will participate during special events such as the Cheerwine Festival, but he would not let a patron walk out of his business at 11:00 p.m. on a week night with a drink because the chance for drunk driving is too great.

Ms. Samantha Hapsel, downtown business owner, noted the proposed Social District is a great opportunity for the City. She referenced other cities that have passed social districts, and she pointed out the majority of those cities reported no major incidences. She asked Council to approve the proposed social district.

Ms. Tiffany Day, owner of Shugs, expressed her support of the proposal which could promote activity and patronage between downtown businesses.

There being no one else to address Council, Mayor Pro Tem Sheffield closed the public hearing.

Councilmember Post questioned how the proposal will impact the City. Ms. Troutman stated there is no expected impact to the City. Interim City Manager Brian Hiatt explained, based on information from other municipalities and the plans for the proposal, staff believes the Social District can be handled with current staffing levels. He added staff can review and make changes if needed. He pointed out Kannapolis has a Social District and an active downtown, and they do not anticipate the Social District creating a need for additional staff in their city.

Councilmember Post pointed out most restaurants in Salisbury close at 10:00 p.m., and he questioned if the Social District should operate until midnight on weekdays. He indicated he has received calls from citizens who expressed concerns about the Bell Tower Green Park being
included in the Social District and the weekday hours being too late.

Ms. Troutman explained the hours are uniform because staff felt it would be easier for the general public. Councilmember Post stated he would support Social District weekend hours until midnight and weekday hours until 10 p.m. which matches restaurant hours.

Councilmember Smith pointed out staff has done its due diligence. He commented conversations have taken place and staff has worked to come up with a solution. He added cities are having to use creative means to mitigate some of the challenges that come out of the pandemic and he supports the request.

Councilmember McLaughlin noted Council discussed the possibility of reducing the boundaries and hours of operation. He stated small businesses were affected by the pandemic and the proposed Social District is intended to help businesses make up for lost revenue. He added the proposed Social District would provide an opportunity for people to come together, especially during special events, and browse other businesses. He stated he has concerns regarding the hours of operation at Bell Tower Green Park and families that may encounter someone that has had too much to drink. He pointed out the statistics from surrounding communities are from the winter months and in the summer months more people are outside and drinking tends to increase. He suggested restricting the boundaries and having limited hours at the park.

Mayor Pro Tem Sheffield asked if any downtown businesses are open after 10:00 p.m. during the week. Ms. Troutman indicated Fish Bowl and Shugs are open past 10:00 p.m. on week days. Mayor Pro Tem Sheffield pointed out a lot of work has gone into the proposal, and she added staff has spoken to churches in the proposed district who do not have a perceived problem with the proposal. She noted she is a member of YSUP Rowan and has concerns regarding the use of clear cups. Ms. Troutman pointed out there are many non-clear cup options that could be used in the proposed social district. Mayor Pro Tem Sheffield pointed out the idea is to promote downtown and Council seems to be in consensus regarding the hours of operation and possibly reviewing the map.

Ms. Troutman noted the proposed Social District hours are from 12:00 p.m. until 12:00 a.m. seven days per week with hours at Bell Tower Green Park from 5:00 p.m. until closing 365 days per year. She pointed out there will be times when the City may need to suspend the Social District and that is provided in the Ordinance. She asked Council for its recommendations. Mayor Pro Tem Sheffield noted the hours need to be consistent and easy to understand. Councilmember McLaughlin suggested it would be easier to start small and expand. He added the goal is to benefit business and have a minimal impact on the community.

Mayor Pro Tem Sheffield asked if Council would like to keep the hours from 12:00 p.m. until 12:00 a.m. except for the Bell Tower Green Park which would operate from 5:00 p.m. until closing. Councilmember McLaughlin suggested adjusting the start time for the park from 5:00 p.m. until 6:00 p.m. to accommodate daylight savings time. City Attorney Graham Corriher indicated the proposed Ordinance needs to be revised to reflect the closing time for the Bell Tower Green Park. Ms. Troutman noted the park closes at 10:00 p.m. in the summer and 6:00 p.m. in the winter. Parks and Recreation Director Nick Aceves explained this is the first year of operation for
the Bell Tower Green Park and staff decided upon a 6:00 p.m. closing time and after the first winter staff will have a better understanding of the winter hours and when the foot traffic decreases.

Mayor Pro Tem Sheffield requested clarification regarding the proposed start times for the Social District at the Bell Tower Green Park. Ms. Troutman indicated the Social District for the park would begin at 5:00 p.m. in the winter and at 6:00 p.m. during other times of the year.

Ms. Troutman reviewed an updated map of the proposed Social District that includes all ABC permitted bars and restaurants and most downtown retail options. Mayor Pro Tem Sheffield noted she does not want Social District patrons walking through alleys, and she suggested removing the Integro parking lot from the proposed district.

Councilmember Post asked if maps will be available where patrons get their cups. Ms. Troutman agreed, and she noted printed and web access maps will be available along with maps on the door of participating businesses.

There was discussion among Council regarding the Social District boundaries and the Rowan Museum. Chief Stokes explained if the museum has a special event that includes alcohol, Social District patrons could not bring their cup into the event. Mayor Pro Tem Sheffield commented if Rowan Museum chooses to participate in the Social District North Main Street would need to be included in the boundaries.

Mayor Pro Tem Sheffield noted moving the boundary from the alley up to Church Street and the Rowan Museum are the boundary issues Council needs to address. Ms. Troutman pointed out there seems to be a consensus among Council on the Social District hours, boundaries, and cups and there are questions regarding the sidewalk in the 200 block of North Main Street.

Mr. Corriher suggested bringing the item back to Council at its April 5, 2022 meeting for final approval. He pointed out the Social District is scheduled to take effect on May 1, 2022 and adopting the Ordinance on April 5, 2022 should not create a delay.

Mayor Pro Tem Sheffield thanked Ms. Troutman, Mr. Corriher, and the committee for their work on the social district.

**VOLUNTARY ANNEXATION – HENDERSON GROVE CHURCH ROAD**

City Engineer Wendy Brindle and Planning Director Hannah Jacobson addressed Council regarding the voluntary annexation of 44.672 acres located on Tax Map 407 Parcels 014 and 015 on Henderson Grove Church Road and adopting an Ordinance amending the Land Development District Map to rezone the parcels from Rowan County Zoning – I-85 Economic Development District to Salisbury Zoning – Light Industrial (LI) District.

Ms. Jacobson explained the first consideration for Council will be the voluntary annexation and the second consideration would be the rezoning. She displayed a map of the area, and she noted the site is located between I-85 and North Carolina Highway 29/South Main Street and
between Peach Orchard and Henderson Grove Church Roads. She noted staff reviewed the petition and found it to meet N.C.G.S. 160-58.1.

Ms. Jacobson stated the site is currently under Rowan County zoning. She explained the intent is to allow for large scale development opportunities that take advantage of the interstate access through transportation and warehousing uses. She added the applicant, Trammell Crow Company, is requesting Light Industrial zoning which is most comparable to the Rowan County zoning.

Ms. Jacobson noted the request before Council does not include a site plan. She reviewed the allowed uses: limited office, vehicular repair, and entertainment, and she pointed out the majority of uses are manufacturing, wholesale, and storage. She commented the intended use of the parcels is for wholesale and distribution. She stated Planning Board held a courtesy hearing on February 22, 2022 and voted unanimously to recommend approval.

Mayor Pro Tem Sheffield convened a public hearing after due notice regarding the proposed rezoning of Tax Map 407 and Parcels 014 and 015 on Henderson Grove Church Road.

Mr. Chris Kouri noted the proposed distribution center will have significant economic impacts for the City. He pointed out the current I-85 Economic Development zoning allows for a distribution center. He stated the annexation will bring City services to the area, and the request would create uniformity among the three parcels.

Mr. Woody Coley stated he works with Trammell Crow Company, and he pointed out I-85 is an important channel for distribution from Atlanta to Washington. He noted Exit 72 has opportunities for distributors to locate close to the work force, creating jobs and allowing products and services to move up and down I-85.

Mr. Greg Welsh indicated the site's proximity to the interstate and the availability of infrastructure make it a great fit for the proposed warehouse. He noted the project will bring the extension of the water main to Henderson Grove Church Road and will serve as a catalyst to development in the area.

There being no one else to address Council, Mayor Pro Tem Sheffield closed the public hearing.

Thereupon, Councilmember Post made a motion to adopt an Ordinance to extend the corporate limits of the City of Salisbury, North Carolina, to include 44.672 acres, Tax Map 407 Parcels 014 and 015 (partial), Henderson Grove Church Road. Mayor Pro Tem Sheffield, Councilmember McLaughlin, Councilmember Post, and Councilmember Smith voted AYE. (4-0)

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 44.672 ACRES, TAX MAP 407 PARCELS 014 AND 015 (PARTIAL), HENDERSON GROVE CHURCH ROAD.
Mr. Smith stated the City Council hereby finds and determines that adoption of an Ordinance to rezone the property described herein, as requested, is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan due to the proposed petition, site characteristics, surrounding development pattern, and observations provided by City planning staff, identifying the policies that support the petition. Thereupon, Councilmember Smith made a motion to adopt an Ordinance amending the Land Development District Map of the City of Salisbury, North Carolina, rezoning Tax Map 407 Parcels 014 and 015 (partial) from Rowan County zoning I-85 Economic Development District to the City of Salisbury Light Industrial approximately 44.672 acres upon annexation. Mayor Pro Tem Sheffield, Councilmember McLaughlin, Councilmember Post, and Councilmember Smith voted AYE. (4-0)

ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, REZONING TAX MAP 407 PARCELS 014 AND 015 (PARTIAL) FROM ROWAN COUNTY ZONING I-85 ECONOMIC DEVELOPMENT DISTRICT TO THE CITY OF SALISBURY LIGHT INDUSTRIAL APPROXIMATELY 44.672 ACRES UPON ANNEXATION.

The above Ordinance is recorded in full in Ordinance Book No. 70 at Page No. and is known as Ordinance 2022-18.)

VOLUNTARY ANNEXATION – CLONINGER INVESTMENTS, INC.

City Engineer Wendy Brindle requested Council consider the voluntary annexation of Cloninger Investments, Inc., consisting of 3.234 acres located on Map 400 Parcel 053 at 645 Julian Road, effective June 30, 2022. Ms. Brindle pointed out the parcel is located on Julian Road between Jake Alexander Boulevard to the north and I-85 to the south.

Ms. Brindle explained the proposed annexation is considered a contiguous annexation because the City limits are across the street. She added N.C.G.S. allows the City to cross a public right of way for a contiguous annexation and once the annexation is complete the parcel will be considered part of the primary City limits. She stated the item was noticed in accordance with N.C.G.S. 168-3, and she requested Council hold the public hearing and consider the annexation.

Councilmember McLaughlin asked if any citizen expressed concern regarding the proposed annexation. Ms. Brindle noted no one has expressed concern. She stated the plan is to construct a 20,000 square foot body shop for Cloninger Ford. She noted the body shop would generate approximately $18,000 in property tax revenue in the coming fiscal year and at the request of the petitioner the annexation would not be effective until June 30, 2022.

Mayor Pro Tem Sheffield convened a public hearing after due notice regarding the voluntary annexation of Cloninger Investments, Inc.
There being no one to address Council, Mayor Pro Tem Sheffield closed the public hearing.

Thereupon, Councilmember Post made a motion to adopt an Ordinance to extend the corporate limits of the City of Salisbury, North Carolina, to include 3.234 acres, Tax Map 400 Parcel 053, Cloninger Investments, Inc. located at 645 Julian Road. Mayor Pro Tem Sheffield, Councilmember McLaughlin, Councilmember Post, and Councilmember Smith voted AYE. (4-0)

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 3.234 ACRES, TAX MAP 400 PARCEL 053, CLONINGER INVESTMENTS, INC. LOCATED AT 645 JULIAN ROAD.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 71-72 and is known as Ordinance 2022-19.)

LAND DEVELOPMENT DISTRICT MAP AMENDMENT – HARRISON ROAD

Planning Director Hannah Jacobson noted Z-01-2022 is a request to rezone approximately 128.17 acres from Heavy Industrial zoning to General Residential (GR-6). She displayed a map of the area, and she pointed out the property is split-zoned with the majority of the parcel already zoned GR-6.

Ms. Jacobson pointed out GR-6 zoning allows a maximum density of six units per acre. She stated the parcel is located within the City’s Extraterritorial Jurisdiction (ETJ) and a petition has been filed for voluntary annexation.

Ms. Jacobson reviewed the permitted uses, and she noted the intent of the applicant is for a single-family subdivision. She pointed out the proposal is consistent with policies of the vision 2020 Comprehensive Plan, specifically the Housing Vision Statement and Policy N-18. She added Planning Board held a courtesy hearing on February 22, 2022 and voted unanimously to recommend approval.

Mayor Pro Tem Sheffield convened a public hearing after due notice regarding Z-01-2022.

Mr. Adam Fiorenza indicated the proposed project is his first in Salisbury, and he requested Council approve the proposed rezoning.

There being no one else to address Council, Mayor Pro Tem Sheffield closed the public hearing.

Councilmember McLaughlin asked if any citizens have expressed any concerns regarding the proposed rezoning. Ms. Jacobson stated she has not received any citizen concerns.

Councilmember Post asked about the size of the proposed homes. Mr. Fiorenza noted the homes will be single-family and range from 1,800 to 4,000 square feet. Councilmember
McLaughlin asked how many homes are being proposed. Mr. Fiorenza stated 228 homes are being planned for the development.

Mr. Post stated the City Council hereby finds and determines that adoption of an Ordinance to rezone the property described herein, as requested, is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan due to the proposed petition, site characteristics, surrounding development pattern, and observations provided by City planning staff, identifying the policies that support the petition. Thereupon, Councilmember Post made a motion to adopt an Ordinance amending the Land Development District Map of the City of Salisbury, North Carolina, rezoning Tax Map 450 Parcel 001 from General Residential /Heavy Industrial to General Residential approximately 128.17 acres. Mayor Pro Tem Sheffield, Councilmember McLaughlin, Councilmember Post, and Councilmember Smith voted AYE. (4-0)

ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, REZONING TAX MAP 450 PARCEL 001 FROM GENERAL RESIDENTIAL /HEAVY INDUSTRIAL TO GENERAL RESIDENTIAL APPROXIMATELY 128.17 ACRES.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 73 and is known as Ordinance 2022-20.)

RECESS

Mayor Pro Tem Sheffield requested Council take a five-minute recess.

CURE VIOLENCE INITIATIVE

Greensboro Gate City Foundation Program Manager Ingram Bell and Councilmember Anthony Smith addressed Council regarding the Cure Violence Initiative

Councilmember Smith referenced the deaths of Ariana Allen and Treasure Feamster who lost their lives because of gun violence. He noted many others have fallen victim to gun violence, and community members have advocated for a creative way to address it.

Councilmember Smith stated the Cure the Violence Initiative is gaining support in the community. He noted during the last several years the City has taken multiple approaches to addressing violence including: Project Safe, a Mental Health Model, and Cease Fire.

Ms. Bell explained Cure Violence stops the spread of violence by using the methods and strategies associated with disease control:

- Detecting and interrupting conflicts
- Identifying and treating the highest risk individuals
- Changing the social norms
Ms. Bell noted trained interrupters and outreach workers help prevent shootings by identifying and mediating potentially lethal conflicts in the community. She explained when violence takes place trained interrupters and outreach reach workers are on the scene immediately and work to prevent retaliation. She commented the interrupters and outreach workers are from the community and work to build relationships so they can ask people to put their guns down.

Ms. Bell stated the Cure Violence team constantly mediates, and she explained each outreach worker has a caseload of 15 to 20 people. She added the outreach workers also assist participant’s family members, children, and significant others, by helping family members find jobs, work with probation officers, and go to court with participants. She indicated in addition to conflict mediation the program works to find jobs for felons.

Ms. Bell explained Cure Violence works with participants on a three month plan, a six month plan, and a yearly plan that helps with housing and food assistance, life skills, job readiness, resume building, violence support groups, access to community resources, youth programming, career shadowing, anger management classes, teen court support, and community sports programs. She noted Cure Violence also hosts community events such as food bank drives, truck-or-treat events, and blanket drives. She stated Cure Violence focuses on areas of Greensboro that have a high crime rate or a high rate of homicides and the entire team works with participants to take them out of their environment.

Mr. Laron Roseboro stated he is a violence interrupter and outreach worker. He explained he works to show people there is another way through his personal example and experiences. He added the people know his past and want to know what he is doing now which allows him to open up about Cure Violence.

Mr. John explained he used to be part of the problem, but is now working to be part of the solution. He noted Cure Violence works with participants daily to show them a different way.

Mr. Bibi stated he is 24 years old and lost his best friend to gun violence. He credited Cure Violence with helping him turn his life around. He pointed out in his community many dads are absent and it is important to have male role models.

Mr. Roger indicated he is not part of the group, but he supports it. He stated he was convicted of a felony when he was younger and it is important to have a strong person to push and motivate others to get them where they need to be.

Councilmember Post asked if being a violence interrupter is a paid position. Ms. Bell agreed, and she pointed out the workers are able to have conversations with drug dealers and tell them there is another way. She noted it is important to have a credible messenger who can guide a person in the right direction. She indicated the violence interrupters are powerful because they have been on the wrong side and work with participants one-on-one and have their best interest at heart. She added the process works because it gets to the root of the problem. She indicated the program has been operational for three years and crime in the targeted area decreased by 15%. 

Councilmember Post asked about the size of the team and who funds the program. Ms. Bell noted the Greensboro City Council funds the program that employs seven people. She explained the funding includes a fee that goes to Cure Violence which has a data base that operates year round. She added there is constant support from other cities that have Cure Violence such as Chicago and Durham.

Councilmember McLaughlin noted the City has programs such as Cease Fire and Project Safe Neighborhood. He stated Cease Fire works with the Police Department through violence interrupters and mediators, and Project Safe Neighborhood helps offenders find jobs. He indicated the missing piece is funding.

Ms. Bell explained as Program Manager she is the only one on her team that has contact with the Police Department. She added Cure Violence does not provide information to the police because they would lose their credible messenger component. She clarified Cure Violence works to mediate a potential incident that could happen.

Councilmember McLaughlin noted Cease Fire and Project Safe encompasses the entire City and Cure Violence focuses on particular areas. He asked if the surrounding areas in Greensboro have seen an increase in violence. Ms. Bell stated the violence has not spread outside of the Cure Violence radius, but violence has increased due to COVID-19.

Mayor Pro Tem Sheffield thanked the members of Cure Violence for their presentation.

Councilmember Smith thanked the members of Cure Violence for their presentation and for all they do in their community. He explained the first stage is to secure funding for an assessment with Cure Violence Chicago. He stated Gemstones Academy has submitted a grant request with the Blanche and Julian Robertson Foundation to fund the assessment. He indicated once funding is secured the Cure Violence team will provide an assessment to determine what this could look like in Salisbury.

**UPSET BID – 1200 BLOCK WEST FISHER STREET**

City Engineer Wendy Brindle provided an update regarding the upset bid process for Tax Map 005 Parcels 143 and 144 located in the 1200 block of West Fisher Street. She recommended Council consider rejecting all bids received during the upset bid process.

Ms. Brindle pointed out the two parcels are approximately .6 acres with a combined tax value of $34,062. She indicated the initial bids started at $1,500 and the current bid is $3,000 with a requirement to raise the bid 10% of the first $1,000 and then 5% of the remainder.

Ms. Brindle stated once a bid is received a notice has to be advertised which includes a 10 day waiting period for other bids to be received. She noted the cost of each notice is approximately $160 and per State Statute those fees are added to closing costs for the winning bidder.
Mayor Pro Tem Sheffield asked about setting a floor for the bids. Ms. Brindle commented Council can set a floor for the bids. City Manager Brian Hiatt agreed, and he noted staff can get further information about setting a floor and come back to Council. Ms. Brindle agreed.

Councilmember Post asked if the Salisbury Community Development Corporation (CDC) Executive Director Chanaka Yatawara has been contacted regarding the parcels. Ms. Brindle indicated staff’s typical process is to contact him, but she will find out if he has been contacted about these parcels. Mr. Post pointed out he would rather the parcels be given to the CDC than sold for $4,000 to $5,000. He added giving the parcels to the CDC would not be help the City gain funds, but it would help the CDC construct affordable housing on those lots.

Mayor Pro Tem Sheffield pointed out Council has several options, but the first step would be to stop the bid process. Mr. Hiatt agreed, and he noted staff will speak to Mr. Yatawara to see if the CDC is interested in the parcels and come back to Council with information regarding setting a floor for the bids.

Thereupon, Councilmember Post made a motion to reject all bids received through the upset bid process for Tax Map 005 Parcels 143 and 144 located in the 1200 block of West Fisher Street. Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

AGREEMENT – MARTIN STARNES AND ASSOCIATES

Finance Manager Wade Furches asked Council to consider approving a four-year agreement with Martin Starnes and Associates CPA’s to provide audit services for fiscal years ending June 30th, 2022 through June 2025.

Mr. Furches commented that the former agreement with Elliot Davis was to provide the City with one more year of audit services, however, Elliot Davis decided to remove themselves from all government audit services.

Mr. Furches noted that a request for proposal was issued for audit services and four proposals were received. He explained how each proposal was reviewed in two sections with the first section focusing on the technical qualifications of each firm. He informed Council from those four firms, three of them were selected to move forward to the second section.

Mr. Furches explained the second section included details on how the firms would complete the audit as well as the cost. He pointed out that Martin Starnes and Associates based in Hickory, North Carolina was the highest rated firm.

Mayor Pro Tem Sheffield stated after working with the same audit group for years, it is the perfect time for a change in addition to the need.

Thereupon, Councilmember Post made a motion to approve a four-year agreement with Martin Starnes and Associates, CPAs to provide audit services for fiscal years ending June 30,
2022 through 2025. Mayor Pro Tem Sheffield made a motion to adopt the Agenda as presented. Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

**BOARDS AND COMMISSIONS**

**Community Appearance Commission**

Upon a motion by Mayor Pro Tem Sheffield. Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following appointment was made to the Community Appearance Commission:

Mr. James Paul  
Term Expires 3/31/2025

**Historic Preservation Commission**

Upon a motion by Councilmember Post. Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following appointment to the Historic Preservation Commission was extended until a replacement is acquired:

Ms. Sue McHugh  
Until a Replacement is Appointed

**Housing Advocacy Commission**

Upon a motion by Councilmember McLaughlin. Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following reappointments were made to the Housing Advocacy Commission:

Mr. Jack Kribbs  
Term Expires 3/31/2025  
Ms. Ebony Boyd  
Term Expires 3/31/2025

**Planning Board/Board of Adjustment**

Upon a motion by Councilmember Post. Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following appointment to the Planning Board/Board of Adjustment was extended:

Mr. John Schaffer  
Term Expires 3/31/2025

**Planning Board/Board of Adjustment**

Upon a motion by Councilmember Post. Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following appointments were made to the Planning Board/Board of Adjustment:

Ms. Esther Adkins-Smith  
(ETJ)  Term Expires 3/31/2025
Mr. Daniel King  Term Expires 3/31/2025

Transportation Advisory Board

Upon a motion by Councilmember Smith, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post, and Smith voting AYE, the following reappointment was made to the Transportation Advisory Board:

Ms. Nan Buhurer  Term Expires 3/31/2025

CITY ATTORNEY’S REPORT

City Attorney Graham Corriher had nothing to report to Council.

CITY MANAGER’S REPORT

Interim City Manager Brian Hiatt had nothing to report to Council.

COUNCIL COMMENTS

Councilmember McLaughlin thanked all presenters for their time and dedication.

Councilmember Smith expressed his gratitude to Ingram Bell and the Gate City Coalition for taking their time to present the Cure Violence Model to Council. He commented how grateful he is to have the public back in Council Chambers.

MAYOR PRO TEM’S ANNOUNCEMENTS AND COMMENTS

(a) Utility Payment Drop Boxes

Mayor Pro Tem Sheffield announced the Salisbury Customer Service Center will phase out its utility payment drop boxes in Rowan County communities located outside the City limits on Friday, April 1, 2022. The drop box located at the City Office Building at 132 North Main Street will remain open. Residents who use the drop boxes outside of the City limits will receive individual correspondence in advance of the removal. Residents are encouraged to visit salisburync.gov/billpay to set up free electronic bill pay or contact the Customer Service Center at 704-638-5233 for additional bill pay options.
Mayor Pro Tem Sheffield announced Ring in Spring will be held Saturday, March 26, 2022 from 11:00 a.m. until 2:00 p.m. at the Gateway Park located on the corner of East Innes Street and Depot Street. Photos with the Easter Bunny, spring crafts, snacks and family friend fun will be available. For more information please visit www.downtownsalisburync.com or call 704-637-7814.

Mayor Pro Tem Sheffield commented that Spring Spruce Up Week will take place April 4 through 8, 2022.

Mayor Pro Tem Sheffield recognized Meals on Wheels for their March for Meals program. She also thanked Partners in Learning for their work in the community.

Mayor Pro Tem Sheffield reflected on the Prevent Child Abuse Rowan program held by the Rowan County Chamber of Commerce. She stated she was grateful to learn more about the services provided by the Terrie Hess House for vulnerable communities.

Mayor Pro Tem Sheffield stated that Mayor Alexander is attending the National League of Cities Conference in Washington D.C. Mayor Alexander will be hosting meetings, receptions, and dinners with the North Carolina League of Municipalities Board members and Executive Leaders Delegation. Mayor Alexander will also meet with Strategic Council Consulting team who previously assisted the City in creating a strategic federal plan. She commented that Mayor Alexander will be working with Federal Congress and Senate Representatives to advocate for local and state needs.

**ADJOURNMENT**

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

The meeting was adjourned at 10:30 p.m.

______________________________  
Karen Alexander, Mayor

______________________________  
Kelly Baker, City Clerk
Salisbury City Council

Agenda Item Request Form

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

Requested Council Meeting Date: April 5, 2022

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

Name of Presenter(s): Wendy Brindle, City Engineer

Requested Agenda Item: Municipal Agreement for CMAQ Project BI-0034

Description of Requested Agenda Item:
Congestion Mitigation Air Quality (CMAQ) is a federal program that helps fund transportation-related projects that improve air quality. CMAQ projects are prioritized and awarded by the Cabarrus Rowan Metropolitan Planning Organization (CRMPO), and then are managed by the North Carolina Department of Transportation (NCDOT). Attached is an agreement to help fund sidewalks along Jake Alexander Boulevard from Brenner Avenue, north to existing sidewalk at the railroad tracks.

Under terms of the agreement, the project will be administered by City staff, and the City will become responsible for maintenance of the sidewalks. NCDOT will reimburse the City for 80% of eligible expenses not to exceed $676,032. The City's portion will be $169,008, for a total project cost of $845,040.

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 block(s) at bottom of form and provide supporting documents.

Funds will be allocated through the budget process in Engineering's Special Projects for upcoming fiscal years.

Action Requested of Council for Agenda Item: (Please note if item includes an ordinance, resolution or fee)
City Council to approve a municipal agreement with the North Carolina Department of Transportation [in the amount of $845,040 ($676,032 CMAQ and $169,008 local match) for design and construction of sidewalk on Jake Alexander Boulevard from Brenner Avenue, north to existing sidewalk at the RR crossing

Contact Information for Group or Individual:
Wendy Brindle, City Engineer 704-638-5201 or wbrind@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:

S. Wade Fuehrer
Finance Director Signature

Wendy Baker
Department Head Signature

Budget Manager Signature
For Use in Clerk’s Office Only

☐ Approved

☐ Declined

Reason:
Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Salisbury    County: Rowan

TIP: BL-0034

Project: Sidewalk from Brenner Ave to RR on Jake Alexander Boulevard.

Scope: Design and installation of sidewalk and pedestrian upgrades at signals on Jake Alexander Boulevard between Brenner Avenue and existing sidewalk near Woodleaf Lanes (and the railroad crossing) on Jake Alexander Boulevard.

Eligible Activities:

<table>
<thead>
<tr>
<th>PE</th>
<th>49849.1.1</th>
<th>Design</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Environmental</td>
</tr>
<tr>
<td>ROW</td>
<td>49849.2.1</td>
<td>ROW Acquisition</td>
</tr>
<tr>
<td></td>
<td>49849.2.2</td>
<td>Utility Relocation</td>
</tr>
<tr>
<td>CON</td>
<td>49849.3.1</td>
<td>Construction</td>
</tr>
<tr>
<td>FEDERAL-AID</td>
<td>0601029</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Federal Funds Amount</th>
<th>Reimbursement Rate</th>
<th>Non-Federal Match $</th>
<th>Non-Federal Match Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congestion Mitigation and Air Quality</td>
<td>$676,032</td>
<td>80 %</td>
<td>$169,008</td>
<td>20 %</td>
</tr>
</tbody>
</table>

Total Estimated Cost $845,040

Responsibility: The City of Salisbury shall be responsible for all aspects of the project.
NORTH CAROLINA

ROWAN COUNTY

DATE: 2/15/2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: BL-0034

AND

WBS Elements:

PE 49849.1.1
ROW 49849.2.1
CON 49849.3.1

CITY OF SALISBURY

OTHER FUNDING: 49849.2.2

FEDERAL-AID NUMBER: 0601029

CFDA #: 20.205

Total Funds [NCDOT Participation] $676,032

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, Fixing America’s Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Sidewalk from Brenner Ave to RR on Jake Alexander Boulevard, hereinafter referred to as the Project, in Rowan County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $676,032 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

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

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,
WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

**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, including the *Local Programs Management Handbook*.

**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 PROJECT**

The Project consists of Design and installation of sidewalk and pedestrian upgrades at signals on Jake Alexander Boulevard between Brenner Avenue and existing sidewalk near Woodleaf Lanes (and the railroad crossing) on Jake Alexander Boulevard;

The Department's funding participation in the Project shall be restricted to the following eligible items:
3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Congestion Mitigation and Air Quality (CMAQ). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Six Hundred Seventy Six Thousand Thirty Two Dollars ($676,032), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Federal Funds Amount</th>
<th>Reimbursement Rate</th>
<th>Non-Federal Match $</th>
<th>Non-Federal Match Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congestion Mitigation and Air Quality</td>
<td>$676,032</td>
<td>80 %</td>
<td>$169,008</td>
<td>20 %</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td></td>
<td></td>
<td>$845,040</td>
<td></td>
</tr>
</tbody>
</table>
WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or $84,504, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality’s appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.
6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department’s Policies and Procedures for Major Professional or Specialized Services Contracts. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department’s External Audit Branch. The Municipality shall not execute a consultant contract until the Department’s review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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 Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- 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.
WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.
8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project’s plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department’s guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.
12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deedsleases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER’S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER’S ESTIMATE

The Municipality shall develop an itemized engineer’s estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer’s estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.
15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

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 Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.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.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along
with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

**DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

**FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

**16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

**CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at [http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/](http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/), which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,
project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department’s Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.
CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department’s guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Sidewalk from Brenner Ave to RR on Jake Alexander, or as required by an executed encroachment agreement.
19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

▪ Design
▪ Environmental Documentation
▪ ROW Acquisition
▪ Utility Relocation
▪ Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.” Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) “Federal Funding Accountability and Transparency Act” (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department’s Financial Management Division.

- **WORK PERFORMED BY NCDOT**

  All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of $676,032 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

  Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

  Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

  Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.
• **FORCE ACCOUNT**

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 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs 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.

**BILLING THE DEPARTMENT**

• **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at [https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx](https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx).

• **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

• **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.
- **FINAL INVOICE**

  All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

**20. REPORTING REQUIREMENTS AND RECORDS RETENTION**

**PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department’s guidelines and procedures, that detail the progress achieved to date for the Project.

**PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department’s Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

**21. OTHER PROVISIONS**

**REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

**INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or
liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

**DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies 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 Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**TITLE VI - CIVIL RIGHTS ACT OF 1964**

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.

**OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible 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.

**AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.
TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, 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.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality’s share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

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.
AUTHORIZATION TO EXECUTE

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.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

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).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

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.

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

_________________________________________
(FINANCE OFFICER)

Federal Tax Identification Number

_________________________________________

City of Salisbury

Remittance Address:

_________________________________________

_________________________________________

DEPARTMENT OF TRANSPORTATION

BY: ________________________________

(CHIEF ENGINEER)

DATE: ______________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 03/10/2022 (Date)
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  April 5, 2022

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

Name of Presenter(s):  N/A

Requested Agenda Item:  Voluntary Annexation Request  Harrison Rd

Description of Requested Agenda Item:

The Engineering Department has received a petition from Edwards Timber Company, Inc. to annex 1.34 acres, located on Harrison Road and identified on Rowan County Tax Map 450 as Parcel 001. In accordance with State Statutes, the annexation request will be discussed at three Council meetings. At the first meeting, Council will receive the request and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request. At the second meeting, staff will certify the statutory requirements have been met, and Council will set a public hearing date. At the third meeting, Council will hold a public hearing and vote on the annexation.

Attachments:  ☑ Yes  ☐ No

Fiscal Note:  all fiscal note requires approval by finance department because amount exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents. Fiscal impact is unknown at this time. This will be investigated and included in future Council correspondence.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)
City Council to receive the request for the voluntary annexation of Tax Map 450 Parcel 001, located on Harrison Road, and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request

Contact Information for Group or Individual:
Wendy Brindell, City Engineer
704-638-5201  wbrindell@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
For Use in Clerk's Office Only

☐ Approved          ☐ Declined

Reason:
RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31, FOR VOLUNTARY ANNEXATION OF TAX MAP 480 PARCEL 001, 134.3 ACRES LOCATED ON HARRISON ROAD

WHEREAS, a petition requesting annexation of an area described in said petition has been received on April 5, 2022 by the City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Karen K. Alexander, Mayor

Attest:

Kelly Baker, City Clerk
PETITION REQUESTING VOLUNTARY ANNEXATION
Parcel 450-001 Harrison Road

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.

2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.

3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
   a) The nearest point of the described area is not more than three miles from the primary City limits.
   b) No point on the described boundary is closer to another municipality than the City of Salisbury.
   c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.

4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification Printed Name Signature Owner’s Address
(tax number or street address) (and title if business entity)
TM 450 PCL 001 Edwards Timber Co. Inc. [Signature] PO Box 219
[Address]

Form Revised 2-08

Contact Person Mason Howerzyl (DRG) Telephone Number (704) 343-0608 x368

For Office Use Only:

Total number of parcels 1 Number Signed 100 % Signed 100 Date Returned 3/2/2022
Contiguous per GS 160A-31  √ or Non-contiguous “satellite” per GS 160A-58 (check one)

CITY OF SALISBURY
P.O. BOX 479, SALISBURY, NORTH CAROLINA 28145-0479
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  [☐] Staff

Requested Council Meeting Date:  April 5, 2022

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

Name of Presenter(s):  N/A

Requested Agenda Item:  Voluntary Annexation Request  275 Cross Drive

Description of Requested Agenda Item:

The Engineering Department has received a petition from Adrienne Grier to annex 6.945 acres, located at 275 Cross Drive and identified on Rowan County Tax Map 064 as part of Parcel 212 (the remainder of Parcel 212 is already within the Salisbury City Limits). In accordance with State Statutes, the annexation request will be discussed at three Council meetings. At the first meeting, Council will receive the request and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request. At the second meeting, staff will certify the statutory requirements have been met, and Council will set a public hearing date. At the third meeting, Council will hold a public hearing and vote on the annexation.

Attachments:  [☐] Yes  [☐] No

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

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

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

City Council to receive the request for the voluntary annexation of a portion of Tax Map 064 Parcel 212, located at 275 Cross Drive, and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request

Contact Information for Group or Individual:

Wendy Brindle, City Engineer
704-638-5201  wbrinkle@salisburync.gov

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

☐ Regular Agenda Item:  to be discussed and possibly voted on by Council

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature  Department Head Signature
****All agenda items must be submitted at least 7 days before the requested Council meeting date***

For Use in Clerk’s Office Only

☐ Approved  ☐ Declined

Reason:
RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31, FOR VOLUNTARY ANNEXATION OF A PORTION OF TAX MAP 064 PARCEL 212, 6.943 ACRES LOCATED AT 275 CROSS DRIVE

WHEREAS, a petition requesting annexation of an area described in said petition has been received on April 5, 2022 by the City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Signed:
Karen K. Alexander, Mayor

ATTEST:
Kelly Baker, City Clerk
PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Parcel # 064 2120000002

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

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

The annexation will include the rights-of-way of roads adjacent to the property to be annexed.

<table>
<thead>
<tr>
<th>Property Identification</th>
<th>Printed Name</th>
<th>Signature</th>
<th>Owner’s Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>TM 064 PCL 2120000002</td>
<td>Adrienne Grier</td>
<td>[Signature]</td>
<td>3406 Pine Meadow Dr, Charlotte, NC 28269-4424</td>
</tr>
<tr>
<td>TM ____ PCL _____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>TM ____ PCL _____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>TM ____ PCL _____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>TM ____ PCL _____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
</tbody>
</table>

(Contact additional petition forms if needed)

Form Revised 9-2014

Contact Person Adrienne Grier Telephone Number 704-844-6155

For Office Use Only:

Total number of parcels ___ Number Signed ___ % Signed ___ Date Returned 3-10-22
Contiguous per GS 160A-31 or Non-contiguous “satellite” per GS 160A-58.1 (check one)

CITY OF SALISBURY
P.O. BOX 479, SALISBURY, NORTH CAROLINA 28145-0479
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  [ ] Public  [ ] Council  [ ] Manager  [x] Staff

Requested Council Meeting Date:  04/05/2022

Name of Group(s) or Individual(s) Making Request:  David Nijarian, Director of Public Safety, Catawba College and Vickie Eddleman, Traffic Engineering Coordinator

Name of Presenter(s):  Vickie Eddleman, Traffic Engineering Coordinator

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

Description of Requested Agenda Item:  Mr. Najarian requested a change to parking on behalf of Catawba College. They wish to remove one space closest to West Innes St on North Park Drive. A valid petition for this request has been returned to the Engineering Department. The Engineering Department is also requesting portions of Chapter 13, Article X to be amended to reflect the changes made with the Main Street Road Diet, which were inadvertently omitted in the original request to change the parking ordinance for the Main Street Road Diet. The road diet changed the parking along North and South Main Street, which included the addition of bicycle lanes in the 400 through 900 blocks of South Main Street. Staff is recommending changes to Section 13-338 (Parking prohibited at all times) for the parking petition submitted by Catawba College and to match updated markings from the Main Street Road Diet.

Attachments:  [x] Yes  [ ] No

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

There is no budgetary impact related to this item.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)
City Council to adopt the attached Ordinance amending Section 13-338 (Parking prohibited at all times).

Contact Information for Group or Individual:
David Najarian, 704-232-9186, dnajaria@catawba.edu
Vickie Eddleman, 704-638-5213, vtrou@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
AN ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO PARKING

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

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

Sec. 13-338. Parking prohibited at all times

<table>
<thead>
<tr>
<th>Street</th>
<th>Side</th>
<th>Extent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main St.</td>
<td>Both</td>
<td>From Thomas St. Harrison St. north to Burah St.</td>
</tr>
<tr>
<td>North Park Dr.</td>
<td>South</td>
<td>From Innes St. to a point 140 feet west of Innes St.</td>
</tr>
</tbody>
</table>

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

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

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

Requested Council Meeting Date:  April 05, 2022

Name of Group(s) or Individual(s) Making Request:  Mr. Alfred Wilson

Name of Presenter(s):  Vickie Eddleman, Traffic Engineering Coordinator

Requested Agenda Item:  Council to consider approval of Right-of-Way Use Permit for the use of two parking spaces adjacent to 133 South Main Street.

Description of Requested Agenda Item:
Engineering has received a request from Mr. Wilson to have use of the two parking spaces, on South Main Street, adjacent to the building for sporadic use of sub-contractors to park work trucks with tools and materials that will need to be accessed multiple times during the work day, for interior renovations. He has asked to have sporadic use of these two spaces from March 22, 2022 through February 25, 2023. Since the request for use of right-of-way exceeds 14 calendar days, Section 22-50 of the City Code of Ordinances requires Council approval for the time frames requested.

Attachments:  ☑ Yes  ☐ No

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

There is no budgetary impact on this item.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)
Recommend that City Council, per Section 22-50 of the City Code of Ordinances, approve Right-of-Way Use Permit as stated for the work being performed at 133 South Main Street.

Contact Information for Group or Individual:
Vickie Eddleman, City of Salisbury, 704-638-5213
Mr. Alfred Wilson, 704-202-2372

☑ 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****
Right-of-Way Use Permit Application

LOCATION OF WORK: Parking spaces adjacent to building on S. Main St.

NAME OF APPLICANT: Mr. Alfred Wilson

ADDRESS: 133 S. Main St.  PHONE: 704-202-2372

START DATE: 03/22/2022  END DATE: 02/25/2023

PROPOSED USE: Building renovations

Note: Applications must be approved by the City Traffic Engineer or authorized representative prior to placement of materials or equipment on site.

REQUIREMENTS:

1. Maximum permit period of 14 calendar days.
2. Applicant is responsible for repair of damage to public property.
3. Permit subject to all requirements as specified in the City of Salisbury Code of Ordinances, Section 22-50. Right-of-Way Use for Construction and Maintenance (copy provided with application).
4. By accepting and utilizing this permit, the applicant will indemnify and hold the City of Salisbury and its officials, officers, employees and agents harmless from and against any liability and damages resulting from any negligent acts or omissions in the use of this public right-of-way.
5. A copy of the approved permit must be posted at the site (permit issued upon application approval).

OFFICE USE ONLY

APPROVED: Initial approval by Vickie Eddleman, extended approval by City Council on April 5, 2022.
City Traffic Engineer or Authorized Representative

Parking Spaces Approved: 2  Width of Sidewalk Approved for Use: No

Minimum 6’ Wide Pedestrian Access Required: N/A

Description of approved uses: Building owner has hired Mr. Wilson to make renovations to the building. When this area is not used for a concurrent ROW Use Permit for window repairs, these spaces are being requested for intermittent use by subcontractors for ease of access to tools and materials throughout the work day.

DISTRIBUTION: POLICE  FIRE  DEVELOPMENT  SKVCS  PUBLIC WORKS  NCDOT (if applicable)

CITY OF SALISBURY
P.O. BOX 479, SALISBURY, NORTH CAROLINA 28146-0479
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  [ ] Public  [ ] Council  [ ] Manager  [x] Staff

Requested Council Meeting Date:  April 5, 2022

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

Name of Presenter(s):  Wendy Brindle, City Engineer

Requested Agenda Item:  Request from Conterra for encroachment into City Rights-of-Way

Description of Requested Agenda Item:  Conterra requests approval of installation of directional buried duct and direct bury within the City Right-of-Way on N. Long Street and E. Kerr Street. City Council approval of encroachments is required by Section 11-24 (27) of the City Code.

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

- A preconstruction meeting is required.
- All improvements and restoration shall be made at no expense to the City.
- Any markers for underground facilities shall be flush with the ground.
- Lane closures shall be coordinated through Engineering.
- Conterra shall participate with the State’s one-call locating program, and appropriate locator tape shall be installed to facilitate future field location.
- Proper utility offset must be adhered to with the sewer line.
- Public Services requests advanced notification is road cuts become required.
- Separate encroachment approval must be obtained from NC Department of Transportation for work within NCDOT right-of-ways.
- A $20k bond will be required prior to construction within the City right-of-way. (The bond on file has expired)
- Engineering “as-built” plans shall be maintained by Conterra and made available to the City upon request.
- If the City (or State) makes an improvement to the public Right-of-Way, Conterra facilities shall be adjusted or relocated at no expense to the City (or State).

Attachments:  [x] Yes  [ ] No

Fiscal Note:  All fiscal items requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance and budget, and provide supporting documentation.

There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment by Conterra on N. Long Street and E. Kerr Street.
Salisbury City Council
Agenda Item Request Form

per Section 11-24 (27) of the City Code. Subject to NCDOT approval.

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

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

FINANCE DEPARTMENT INFORMATION:

________________________________________  _______________________________________
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  X Staff

Requested Council Meeting Date:  04/05/2022

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

Name of Presenter(s):  Christopher Tester

Requested Agenda Item: Pavement Condition Survey contracted services with SEPI Inc. for the amount of $94,500.

Description of Requested Agenda Item: Public Works performed a Request for Statements of Qualifications for Professional Engineering Services related to Pavement Condition Survey for city maintained streets and parking lots. SEPI Inc. was selected as the most qualified of the firms that submitted. SEPI will evaluate and document the conditions of the streets and parking maintained by the city and develop a Capital Improvement Program. This CIP will help not only help the city with informed street selection, but also optimize the paving budget to meet specific performance goals.

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)
This City has received Powell Bill funds in excess of the budgeted amount. We will be using a portion of these funds to cover the cost of this survey,

Action Requested of Council for Agenda Item:  A Council to consider authorizing the City Manager to execute a contract with SEPI, Inc. for an amount not to exceed $94,500 for engineering services associated with the Pavement Condition Survey.

Contact Information for Group or Individual:  Chris Tester, Assistant Public Works Director
704-216-7554

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 Director Signature     Department Head Signature

_________________________________
Budget Manager Signature
Salisbury City Council
Agenda Item Request Form

****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: April 5, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Utility Construction Agreement NCDOT Project U-5738

Description of Requested Agenda Item: The North Carolina Department of Transportation (NCDOT) has prepared and adopted plans, under NCDOT Project U-5738, to widen SR 2528 (Elk River Road) from SR 2667 (Summit Park Drive) to US 601 (Jake Alexander Boulevard) in Salisbury. Salisbury-Rowan Utilities (SRU) is responsible for reimbursing NCDOT for 25% of the cost of adjusting and/or relocating public water and sanitary sewer utilities, and 100% of costs of any betterments, shown to be in conflict with proposed changes and are currently located within NCDOT right-of-way. NCDOT is estimating SRU's cost share responsibility to be $452,783.25 pursuant to G.S. 136-272.1(f)(c). This agreement supersedes a previous agreement for the same project that was approved by City Council on September 17, 2018 and executed on November 4, 2018. A copy of the Utility Construction Agreement (UCA) and associated exhibits are attached.

Attachments: ☑ Yes □ No

Fiscal Note: Reimbursement to NCDOT will be made following project completion and submittal of an itemized invoice to SRU for costs incurred. A single final payment shall be made within sixty (60) days of invoicing.

Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to approve a Utility Construction Agreement with the North Carolina Department of Transportation for the reimbursement by Salisbury-Rowan Utilities for the estimated cost of $452,783.25 for adjusting, relocating and/or bettering public water and sanitary sewer utilities in conjunction with NCDOT project U-5738.

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

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

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

FINANCE DEPARTMENT INFORMATION:

S. Wade Fincher
Finance Director Signature

David Ballard
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:
NORTH CAROLINA
ROWAN COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 2/8/2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Project: U-5738
AND WBS Elements: 50163.3.1

SALISBURY-ROWAN UTILITIES

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 Salisbury-Rowan Utilities, hereinafter referred to as the “Municipality.”

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project U-5738, in Rowan County, said plans consists of widening of SR 2528 (Julian Road) from SR 2667 (Summit Park Drive) to US 601 (Jake Alexander Boulevard) in Salisbury; Rowan County; said project having a right-of-way width as shown on the project plans on file with the Department’s office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department’s construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

WHEREAS, this agreement supersedes agreement 8090 which was executed on 11/4/2018; and,

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department shall place provisions in the construction contract for Project U-5738 Rowan County, for the contractor to adjust and relocate water and sewer lines and the upsizing of the main sewer. Said work shall be accomplished in accordance with plan sheets, attached hereto
as Exhibit “A”, cost estimate attached hereto as Exhibit “B”, and project specific provisions, if applicable, attached hereto as Exhibit “C”.

2. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit “A”. At the request of the Municipality the Department will upsize main. The estimated cost to the Municipality is $452,783.25, which includes $177,000 of betterment cost, as shown on the attached Exhibit “B”. It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

3. The Municipality shall reimburse the Department for said costs as follows:

A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.

B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department’s approval letter upon receipt of the fully executed agreement.

E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.

F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3
authorizes the Department to withhold so much of the Municipality’s share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

G. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:
NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department’s acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

H. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department’s right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

I. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality’s expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said
facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

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, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: SALISBURY-ROWAN UTILITIES
BY: ___________________________________ BY: ___________________________________
TITLE: ___________________________________ TITLE: ___________________________________
DATE: ___________________________________

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

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

(SEAL)

______________________________
(FINANCE OFFICER)

Federal Tax Identification Number

_________________________________________

Remittance Address:

Salisbury-Rowan Utilities

_________________________________________

DEPARTMENT OF TRANSPORTATION
BY: ___________________________________
(CHIEF ENGINEER)
DATE: ___________________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ___________________________ (Date)

Agreement ID # 11067
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITIES CONSTRUCTION PLANS
ROWAN COUNTY

LOCATION: SR 2528 (JULIAN ROAD) FROM SR 2667 (SUMMIT PARK DRIVE) TO US 601 (JAKE ALEXANDER BOULEVARD) IN SALISBURY

TYPE OF WORK: WATER AND SANITARY SEWER RELOCATION

BEGIN TIP PROJECT U-5738 -L- STA. 12 + 00.00

END TIP PROJECT U-5738 -L- STA. 79 + 45.00

Michael Taylor, PE
William Pope, PE

Suzannes Rd.
UC-2

Martin Luther King Jr. Blvd.
UC-8

Rowan Rd.
UC-4

N. Ritchie Rd.
UC-6

I-277, I-85

TO SALISBURY

ROCK HEDGE

INSET

TO GRANITE CHERRY

MLG-3

Raleigh, NC 27603

DAVID TRANTHAM
CONSULTANT CONTACT #2

WATER AND SEWER OWNERS ON PROJECT

(A) WATER - SALISBURY-ROWAN UTILITIES
(B) SANITARY SEWER - SALISBURY-ROWAN UTILITIES

INDEX OF SHEETS

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>UC-2</td>
<td>TITLE SHEET</td>
</tr>
<tr>
<td>UC-3 Thru UC-3A</td>
<td>UTILITY SYMBOLOGY</td>
</tr>
<tr>
<td>UC-6 Thru UC-6B</td>
<td>NOTES</td>
</tr>
<tr>
<td>UC-7 Thru UC-7C</td>
<td>UTILITY CONSTRUCTION SHEETS</td>
</tr>
</tbody>
</table>

COST BREAKDOWN LEGEND

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHARED COST</td>
</tr>
<tr>
<td>75% NCDO</td>
</tr>
<tr>
<td>25% CITY OF SALISBURY</td>
</tr>
<tr>
<td>BET1 COST</td>
</tr>
</tbody>
</table>

PREPARED IN THE OFFICE OF

SEPI Engineering & Surveys, Inc.

WILLIAM P. FINE, PE
CONSULTANT CONTACT #1

DAVID TRANTHAM
CONSULTANT CONTACT #2

PREPARED IN THE OFFICE OF

SEPI Engineering & Surveys, Inc.

WILLIAM P. FINE, PE
CONSULTANT CONTACT #1

DAVID TRANTHAM
CONSULTANT CONTACT #2

DIVISION OF HIGHWAYS
UTILITY ENGINEER
LINDA RAVELLER
UTILITY COORDINATOR
MARK B. HENDERSON

COPYRIGHT NOT CONSIDERED PUBLIC WORKS, N.C. DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, UTILITIES UNIT.
GENERAL NOTES:
1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE SALISBURY-ROWAN UTILITIES (SROWU) AND NO OMISSION OR MODIFICATION OF THE STANDARDS AS SPECIFIED IN THE SROWU SPECIFICATIONS, STANDARDS FOR ROADWAYS AND STREETS, AND THE PROJECT SPECIFIC REQUIREMENTS. THESE DOCUMENTS ARE THE STANDARD SPECIFICATIONS FOR ROADS AND STREETS OF THE CITY OF SALISBURY, NORTH CAROLINA, AND ANY MODIFICATIONS MUST BE APPLIED IN ACCORDANCE WITH THE UTILITIES OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.

2. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE JOB SITE. SEE LIST OF SUBMITS AND RECORDS IN SECTION 1030 OF THE STANDARD SPECIFICATIONS.

3. THE PROJECT SPECIFIC NOTES, PROJECTS, AND SCHEDULES ARE TO BE FOLLOWED AS DIRECTED.

4. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.

5. THE WATER MAIN AND SANITARY SEWER MAN BELONG TO SALISBURY-ROWAN UTILITIES (SROWU) AS OWNED OR OPERATED.

6. ALL WATER LINES TO BE INSTALLED WITHIN A MAXIMUM DEPTH OF 8 FT. IN ACCORDANCE WITH THE REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, AND DEPARTMENT OF ENVIRONMENTAL QUALITY, INSPECTION OF CONSTRUCTION AND TESTING.

7. CONSTRUCTION OF THE PROPOSED UTILITIES AND INSTALLATION OF THE EXISTING UTILITIES TO THE ORIGINAL FACILITIES. REPAIR ANY DAMAGE INCURRED THROUGH THE CONSTRUCTION OF THE PROPOSED UTILITIES.

8. THE EXISTING WATER MAIN AND SANITARY SEWER LINES TO BE INSTALLED WITHIN A MAXIMUM DEPTH OF 8 FT. IN ACCORDANCE WITH THE REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, AND DEPARTMENT OF ENVIRONMENTAL QUALITY, INSPECTION OF CONSTRUCTION AND TESTING.

9. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITIES OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.


11. VALVES SHALL BE TESTED ON A SCHEDULE AGREED UPON BY THE SROWU INSPECTOR AND THE CONTRACTOR. CITY/County INSPECTION IS REQUIRED DURING THE TESTS.


13. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITIES OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.

14. VALVES SHALL BE TESTED ON A SCHEDULE AGREED UPON BY THE SROWU INSPECTOR AND THE CONTRACTOR. CITY/County INSPECTION IS REQUIRED DURING THE TESTS.

15. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITIES OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.

16. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE AND IN ACCORDANCE WITH THE UTILITIES OWNERS REQUIREMENTS. MAKE CONNECTIONS ON WEDNESDAY, AT NIGHT, AND ON HOLIDAYS IF NEEDED.
12. Sanitary Sewer Deflection Test
   No sooner than thirty (30) days after final backfill installation, each section of PVC pipe shall be checked for vertical deflection using a rigid "go-no go" mandrel device. The mandrel used for the deflection test shall have a diameter not less than 90 percent of the inside diameter of pipe, depending on which is specified in the ASTM specification, to which this pipe is manufactured. The pipe shall be measured in compliance with ASTM D3123 standard test method of determining dimensions of thermoplastic pipe and fittings. The test shall be performed without mechanical plugging devices. Vertical deflection shall not exceed 5% of the PVC pipe diameter, pipe exceeding the allowable limit shall be repaired and retested. Inspectors on the engineer's designated representative must be on site for all required testing. NCDOT/SRU inspection of the test is required.

13. Sanitary Sewer Manhole Vacuum Test
   All testing shall be performed in the presence of the engineer or designated representative. Every manhole shall be checked for air tightness prior to setting of the manhole ring and cover. All manholes, whether with backrest bars, sections or poured in place base, shall be vacuum tested. All lift holes shall be plug tested with a non-shrink grout. All pipe entering or leaving the manhole shall be plugged, taking care to securely place the plug from being drawn into the manhole during the test. City inspection of the test is required with an hour manhole notice. All manholes regardless of sewer line size shall be inspected to NCDOT/SRU uniform construction standards and specifications if required.

1. The vacuum equipment test head shall be placed at the top of the main hole section, the seal shall be drawn and the vacuum pump shut off.
2. With the valves closed, the time shall be measured for the vacuum to drop to inches of mercury.
3. The test time shall be recorded to the manhole as follows:
   - 48" - 90 seconds
   - 72" - 135 seconds
   - 96" - 170 seconds
   - 120" - 200 seconds
4. If the manhole fails the initial test, necessary repairs shall be made by the contractor before the manhole is accepted.
5. The testing and repairing schedule cycle shall continue until the manhole passes the test.

10. Water main shall be retained with a minimum of 10' horizontal separation from sewer lines. Where this is not possible, both the water line and sewer line shall be ductile iron pipe.
11. Water lines shall be backfilled and hydrostatically tested in accordance with all State and City of Salisbury requirements.
12. All plans shall meet all Federal, State, City of Salisbury, and Salisbury-Rowan Utilities regulations, design criteria, and construction standards.
EXHIBIT A
AGREEMENT PLANS

THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 535 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS MAY VARY BASED ON FIELD CONDITIONS.
The estimated quantity of D.I. water pipe fittings on this plan sheet is 1640 pounds. The actual quantity and type of fittings may vary based on field conditions.
### Exhibit B - U-5738 Waterline and Sanitary Sewer Relocations

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Estimate</th>
<th>SRU Betterment</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>-L- Julian Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjustment of Meter Boxes or Valve Boxes</td>
<td>9</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12” Water Line</td>
<td>1250</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ductile Iron Water Pipe Fittings</td>
<td>5235</td>
<td>LB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8” Gate Valve</td>
<td>3</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12” Gate Valve</td>
<td>6</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Hydrant</td>
<td>2</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relocate Fire Hydrant</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Hydrant Leg</td>
<td>60</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relocate Water Meter</td>
<td>2</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Service Line</td>
<td>100</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8” Sanitary Gravity Sewer</td>
<td>160</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8” Sanitary Gravity Sewer</td>
<td>1200</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10” Sanitary Gravity Sewer</td>
<td>340</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of 18” Sanitary Gravity Sewer for Betterment Cost Split</td>
<td>300</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Betterment Cost Differential of 18” to 24” Sanitary Gravity Sewer</td>
<td>300</td>
<td>LF</td>
<td></td>
<td>$136,500.00</td>
<td>Betterment is the increase in pipe diameter from the existing 18” to the proposed 24” diameter</td>
<td></td>
</tr>
<tr>
<td>4” Dia Utility Manhole</td>
<td>3</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5” Dia Utility Manhole</td>
<td>8</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Manhole Wall 4” Dia</td>
<td>4</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Manhole Wall 5” Dia</td>
<td>32</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandon 21” Utility Pipe</td>
<td>60</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandon 6” Utility Pipe</td>
<td>60</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandon 18” Utility Pipe</td>
<td>170</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Fire Hydrant</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandon Utility Manhole</td>
<td>7</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30” Encasement Pipe</td>
<td>260</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of 30” Encasement Pipe for Betterment Cost Split</td>
<td>90</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Betterment Cost Differential of 30” to 36” Encasement Pipe</td>
<td>90</td>
<td>LF</td>
<td></td>
<td>$4,500.00</td>
<td>Betterment is the increase in pipe diameter from the existing 18” to the proposed 24” diameter</td>
<td></td>
</tr>
<tr>
<td>Bore and Jack of 30”</td>
<td>260</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of 30” Bore and Jack for Betterment Cost Split</td>
<td>90</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Betterment Cost Differential of 30” to 36” Bore and Jack</td>
<td>90</td>
<td>LF</td>
<td></td>
<td>$36,000.00</td>
<td>Betterment is the increase in pipe diameter from the existing 18” to the proposed 24” diameter</td>
<td></td>
</tr>
<tr>
<td>Directional Drilling of 12”</td>
<td>100</td>
<td>LF</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $1,103,133.00 $177,000.00

SRU portion (25% of Total) $275,783.25 $177,000.00

SRU Betterment for 18” to 24” Sewer Main $177,000.00

**TOTAL** $452,783.25
Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2: add the following sentences:

The utility owner is Salisbury-Rowan Utilities (SRU) located at 1 Water Street Salisbury, NC 28144. The contact person is Jason Wilson, PE and he can be reached by phone at 704-216-7553 (Office).

I. DESCRIPTION

The work covered by these provisions only applies to SRU facilities and consists of constructing various utilities as required by the plans and provisions herein or as directed by the Engineer. The Contractor shall furnish any and all materials, labor, equipment, and incidentals necessary to complete the proposed utility work.

Apply the applicable provisions of the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Environmental Health to the construction of water lines. Apply the Rules and Regulations of the North Carolina Department of Environment and Natural Resources, Division of Water Quality to the construction of sanitary sewer lines except as otherwise provided. Perform all work in accordance with the applicable plumbing codes.

II. GENERAL CONSTRUCTION REQUIREMENTS

Specifications:

The proposed utility construction shall meet the applicable requirements of the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2018, all applicable permits, and SRU specifications, SRU standard details as shown on the plans, as outlined in the following provisions, or as directed by the Engineer.

Contact SRU for the current list of approved manufacturers product list. The contact person is Jason Wilson, PE and he can be reached by phone at 704-216-7553 (Office).
III. COMPENSATION

No direct payment will be made for utility construction work required by the preceding provisions, which are general requirements applying to utility construction, and all of the requirements stated will be considered incidental work, paid for at the contract unit prices of the various utility items included in the contract. Measurement and payments for items shall be in accordance with the NC Department of Transportation's "Standard Specifications for Roads and Structures" dated January 2018, unless otherwise specified herein.
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date: April 5, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Utility Construction Agreement NCDOT Project B-5772

Description of Requested Agenda Item: The North Carolina Department of Transportation (NCDOT) has prepared and adopted plans, under NCDOT Project B-5772, to replace the bridge over Norfolk Southern Railway Tracks on SR 1724 (Hurley School Road). Salisbury-Rowan Utilities (SRU) is responsible for reimbursing NCDOT for 25% of the cost of adjusting and/or relocating public water lines, and 100% of costs of any betterments, shown to be in conflict with proposed changes and are currently located within NCDOT right-of-way. NCDOT is estimating SRU's cost share responsibility to be $27,074 pursuant to G.S. 136-27.1(b)(1). A copy of the Utility Construction Agreement (UCA) and associated exhibits are attached.

Attachments: □ Yes □ No

Fiscal Note: Reimbursement to NCDOT will be made following project completion and submittal of an itemized invoice to SRU for costs incurred. A single final payment shall be made within sixty (60) days of invoicing.

Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to approve a Utility Construction Agreement with the North Carolina Department of Transportation for the reimbursement by Salisbury-Rowan Utilities for the estimated cost of $27,074 for adjusting, relocating and/or bettering public water lines in conjunction with NCDOT project B-5772.

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

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

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

FINANCE DEPARTMENT INFORMATION:

[Signatures]
Finance Director Signature

[Signatures]
Department Head Signature

[Signatures]
Budget Manager Signature
Salisbury City Council
Agenda Item Request Form

****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:
Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** City of Salisbury

**County:** Rowan

**TIP / WBS Element:**

- **TIP:** B-5772
- **WBS Element:** 45728.3.1

**Scope:** The Project consists of Replace Bridge over Norfolk Southern Railway Tracks on SR 1724 (Hurley School Road).

**Funding:**

- **Type:** Receivable
- **Total Cost:** $127,074.00

**Responsibilities:**

**Adjustment and relocation of utility lines:**

The City of Salisbury shall be responsible for water lines cost.

Upon completion of the utility lines relocation and adjustment covered under this Agreement; the City of Salisbury shall assume normal maintenance operations for these utility lines.
NORTH CAROLINA
ROWAN COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 3/25/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 45728.3.1

CITY OF SALISBURY

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

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway
improvements under Project B-5772, in Rowan County, said plans consists of replacing bridge over
Norfolk Southern Railway Tracks on SR 1724 (Hurley School Road); Rowan County; said project
having a right-of-way width as shown on the project plans on file with the Department’s office in
Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed
by the Department’s construction contractor with full reimbursement by the Municipality for the costs
thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department shall place provisions in the construction contract for Project B-5772 Rowan
County, for the contractor to adjust and relocate water lines. Said work shall be accomplished in
accordance with plan sheets, attached hereto as Exhibit “A”, cost estimate attached hereto as
Exhibit “B”, and project specific provisions, if applicable, attached hereto as Exhibit “C”.

Agreement ID # 11135
2. The Municipality shall be responsible for water lines cost as shown on the attached Exhibit “A”. The estimated cost to the Municipality is $127,074.00 as shown on the attached Exhibit “B”. It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

3. The Municipality shall reimburse the Department for said costs as follows:

   A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.

   B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

   C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

   D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department’s approval letter upon receipt of the fully executed agreement.

   E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.

   F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality’s share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
G. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

**REMITTANCE ADDRESS:**
NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department’s acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

H. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department’s right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

I. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality’s expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

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, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:  
BY: ________________________________  BY: ________________________________

TITLE: ________________________________  TITLE: ________________________________

DATE: ________________________________

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

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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Salisbury

DEPARTMENT OF TRANSPORTATION

BY: ________________________________

(CHIEF ENGINEER)

DATE: ________________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ________________________________ (Date)
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
UTILITY CONSTRUCTION PLANS
ROWAN COUNTY

LOCATION: HURLEY SCHOOL ROAD IN SALISBURY
TYPE OF WORK: UTILITY CONSTRUCTION

TIP PROJECT: B-5772
VICINITY MAP
LOCATION: HURLEY SCHOOL ROAD IN SALISBURY
TYPE OF WORK: UTILITY CONSTRUCTION

INDEX OF SHEETS

SCALES Graphic scales

TITLE SHEET
NOTES SHEET
TEMPORARY SHEETS
TEMP WATERLINE SUPPORT BRIDGE SHEETS

WATER AND SEWER OWNERS ON PROJECT

BEGIN BRIDGE STA. 20+09.62 +/- -EL-
BEGIN TIP PROJECT B-5772

TO SHERILLS FORD ROAD

-EL- STA. 16+77.84
BEGIN TIP PROJECT B-5772

-EL- STA. 24+00.00
END TIP PROJECT B-5772

END BRIDGE STA. 21+59.96 +/- -EL-

-EL- STA. 18+80.00 BEGIN PAVING

-EL- STA. 22+80.00 END PAVING

DOE: J. D. Moody, PE
UTILITY PROJECT ENGINEER
TIP Project: B-5772

DOE: J. A. Wilson, PE
Assistant Utilities Manager

SALISBURY CITY LIMITS

JAKE ALEXANDER BLVD. W.
S. MAIN ST.
SHERRILLS FORD ROAD
BARRINGER ROAD
HURLEY SCHOOL ROAD

MONROE ST.
OLD W. RD.

MIRROR LAKE
52
SALISBURY
CITY LIMITS

SALISBURY
CITY LIMITS
PROPOSED WATER AND SEWER SYMBOLS

- WATER LINE
- 11 1/4 DEGREE BEND
- 22 1/2 DEGREE BEND
- 45 DEGREE BEND
- 90 DEGREE BEND
- PLUG
- TEE
- CROSS
- REDUCER
- GATE VALVE
- BUTTERFLY VALVE
- TAPING VALVE
- FLOW OFF
- FIRE HYDRANT
- REMOTE FIRE HYDRANT
- WATER METER
- REMOTE WATER METER
- ABNORMAL UTILITY MANHOLE
- ABNORMAL WATER VALVE
- GRAYITY SEWER LINE
- MANHOLE
- SANITARY SEWER CLEANOUT

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

- POWER POLE
- POWER POLE TO BE REMOVED
- TELEPHONE POLE
- TELEPHONE POLE TO BE REMOVED
- JOINT USE POLE
- JOINT USE POLE TO BE REMOVED
- UTILITY POLE
- UTILITY POLE TO BE REMOVED
- UTILITY POLE WITH BASE
- WATER MANHOLE
- POWER MANHOLE
- TELEPHONE MANHOLE
- SANITARY SEWER MANHOLE
- MANHOLE
- POWER TRANSFORMER
- TELEPHONE MAST
- TELEPHONE FROST

EXISTING UTILITIES SYMBOLS

- POWER POLE
- POWER POLE TO BE REMOVED
- TELEPHONE POLE
- TELEPHONE POLE TO BE REMOVED
- JOINT USE POLE
- JOINT USE POLE TO BE REMOVED
- UTILITY POLE
- UTILITY POLE TO BE REMOVED
- UTILITY POLE WITH BASE
- WATER MANHOLE
- POWER MANHOLE
- TELEPHONE MANHOLE
- SANITARY SEWER MANHOLE
- MANHOLE
- POWER TRANSFORMER
- TELEPHONE MAST
- TELEPHONE FROST
- TV SATELLITE Dish
- GAS VALVE
- LOCATED MISCELLANEOUS UTILITY DIRECT

NOTE (TBA)
NOTES:
1. ALL STEEL ENCASEMENT PIPE SHALL BE BEVELED AND PREPARED FOR FIELD WELDING AT THE CIRCUMFERENTIAL JOINTS.
2. ALL STEEL ENCASEMENT PIPE SHALL BE APPROVED BY THE APPROPRIATE CONTROLLING AGENCY (NCDOT, RR, ETC.) PRIOR TO ORDERING THE MATERIAL.
3. NO SPECIAL COATING IS REQUIRED ON THE TEMPORARY 14" STEEL ENCASEMENT PIPE.
4. THE PERMANENT 18" STEEL ENCASEMENT PIPE SHALL BE COATED INSIDE AND OUTSIDE WITH A SELF-CURING INORGANIC ZINC PAINT IN ACCORDANCE WITH "NCDOT STANDARD SPECIFICATIONS, SECTION 1080 - PAINT AND PAINT MATERIALS".

Appendix A

City of Salisbury Water Sewer Maintenance Department
Approval/Process Manufacturers (Domestic Products Only)

1. Ductile Iron Pipe - Domestic, Drainage Class C150, AWWA C-150, ANSI C-150.
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

2. Steel Encaement Pipe - Domestic, Drainage Class C150, AWWA C-150, ANSI C-150.
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

4. Tapping Valves - Domestic, Sizes 3"-6" (Flange x NPT), ANSI 150# Fhesting (Open Only).
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

5. Ductile Iron Tapping Sleeves - Domestic, Sizes 3"-6" (NPT), ANSI 150# Fhesting (Open Only).
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

6. Cast Iron Sleeve valves - Domestic, Sizes 3"-6" (NPT).
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.

7. Elbow, Reducing - 304-PW stainless Steel (Polished Finish), Domestic, Sizes 3"-6".
   - Unitex Valve Manufacturing and SS Threads, ANSI 150# Flange Fhest Hang Section.
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

8. Gate Valves - Domestic, Drainage Class C150, AWWA C-150, ANSI C-150.
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

9. Tapping Valves - Domestic, Sizes 3"-6" (Flange x NPT), ANSI 150# Fhesting (Open Only).
   - American Cast Iron Pipe Co.
   - United Pipe & Foundry Co.
   - Mid Continent Pipe Co.
   - American Fineline Pipe Co.
   - Schiavello Pipe & Foundry Co.

10. Ductile Iron Tapping Sleeves - Domestic, Sizes 3"-6" (NPT), ANSI 150# Fhesting (Open Only).
    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.
    - American Fineline Pipe Co.
    - Schiavello Pipe & Foundry Co.

11. Cast Iron Sleeve valves - Domestic, Sizes 3"-6" (NPT).
    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.

12. Gate Valves - Domestic, Drainage Class C150, AWWA C-150, ANSI C-150.
    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.
    - American Fineline Pipe Co.
    - Schiavello Pipe & Foundry Co.

13. Tapping Valves - Domestic, Sizes 3"-6" (Flange x NPT), ANSI 150# Fhesting (Open Only).
    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.
    - American Fineline Pipe Co.
    - Schiavello Pipe & Foundry Co.

    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.
    - American Fineline Pipe Co.
    - Schiavello Pipe & Foundry Co.

15. Cast Iron Sleeve valves - Domestic, Sizes 3"-6" (NPT).
    - American Cast Iron Pipe Co.
    - United Pipe & Foundry Co.
    - Mid Continent Pipe Co.
TEMPORARY WATER LINE DETAILS

14" x 0.312" STEEL ENCASEMENT PIPE

6" CLASS B CONCRETE WITH 2" WEEP HOLE IN BOTTOM
8" DIP WATER LINE
2" DRAIN
2" DRAIN

14" TEMPORARY ENCASEMENT PIPE END SEALS

6" THICK CLASS B CONCRETE (TYP)

8" DIP WATER LINE

WATER LINE SPIDER SPACING DETAIL

SPIDERS ROTATED FOR CLARITY

WATER LINE
ENCASEMENT PIPE
PERMANENT WATER LINE DETAILS

WATER LINE SPIDER SPACING DETAIL

WATER LINE SPIDER SPACING DETAIL

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

END WALL SECTION

NOT TO SCALE

NOTES:
1. SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
2. INSTALL TWO (2) 1" DRAIN EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.
NOTE:
END BENT ELEVATIONS THAT ARE SHOWN ON THIS SHEET WERE DESIGNED BY NCDOT STRUCTURAL UNIT.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED.
TEMPORARY WATER LINE PLAN

THE ESTIMATED QUANTITY OF DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 2400 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

1. CONSTRUCT TEMPORARY BRIDGE AND ATTACH 14" X 0.312" STEEL CASING TO BRIDGE DECKING AS DETAILED.

2. INSTALL 2" BLOW-OFF AND 8" PLUG AT STA. 1+05 AS SHOWN IN INSET 1 AND INSTALL 8" DIP WATER LINE ACROSS TEMPORARY BRIDGE.


4. AFTER PRESSURE TESTING, CHLORINATION, FLUSHING AND BACTERIAL TESTING IS COMPLETED ON TEMPORARY WATER LINE, CUT-OFF WATER, REMOVE TEMPORARY JUMPER CONNECTION AND PLUG EXISTING 12" TEE AS SHOWN IN INSERT 3 AND INSTALL 12" GATE VALVE AND TIE-IN TO EXISTING 12" WATER LINE BETWEEN STA. 0+94 AND STA. 1+05 AS SHOWN IN INSET NO. 2.

5. FLUSH TEMPORARY LINE TO REMOVE AND SEDIMENT AND AIR THAT MAY HAVE INTERNED THE SYSTEM WHILE MAKING THE TIE-INS AND PLACE THE TEMPORARY WATER LINE IN SERVICE.

6. ABANDON/REMOVE THE EXISTING 12" AND 8" WATER LINES CROSSING THE EXISTING BRIDGE.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED
PERMANENT WATER LINE SEQUENCE OF CONSTRUCTION

1. INTERNED THE SYSTEM WHILE MAKING THE TIE-INS AND PLACE THE PROPOSED FLUSH TEMPORARY LINE TO REMOVE AND SEDIMENT AND AIR THAT MAY HAVE BEEN CAUSED BY THE SYSTEM BEING OPEN TO THE AIR DURING THE CONSTRUCTION OF THE TEMPORARY WATERLINE. AFTER PRESSURE TESTING, CHLORINATION, FLUSHING AND BACTERIAL TESTING, THE 8" TEMPORARY WATERLINE WILL BE COMPLETE DURING NON-SCHOOL HOURS NOR WHEN EXTRA-CURRICULAR ACTIVITIES ARE BEING HELD AT THE SCHOOL.

2. INSTALL 12" DIP WATER LINE ACROSS PERMANENT BRIDGE. REMOVE TEE AND INSTALL 12" SLEEVE AND CONNECT TO EXIST. 12" WATERLINE WITH 12" X 8" REDUCER AND RECONNECT THE PERMANENT 12" WATERLINE TO THE EXISTING 12" GATE VALVE AS SHOWN IN INSET 3. ALSO, INSTALL 4" JUMPER CONNECTION FOR CHLORINATION & TEST OF 12" W.L.

3. REMOVE 12" TEMPORARY JUMPER CONNECTION. REMOVE EXIST. 12" PLUG AND 4" BLOW-OFF. REMOVE EXIST. 12" PLUG & 4" BLOW-OFF. REMOVE 4" TEMPORARY JUMPER CONNECTION. REMOVE EXIST. 12" PLUG AND 4" BLOW-OFF. REMOVE EXIST. 12" PLUG AND 4" BLOW-OFF. REPLACE PIPING TO EXIST. 12" VALVE. REMOVE 8" TEMPORARY BYPASS WATER LINE. REMOVE EXIST. 12" TEE AND INSTALL 12" SLEEVE.

4. REMOVE TEMPORARY BRIDGE FOUNDATION. ABANDON 80 LF OF 12" DIP WATER LINE, RJ. ABANDON 5.4 LF OF 12" UTILITY PIPE. ABANDON 217.7 LF OF 8" UTILITY PIPE.

5. REMOVE TEMPORARY BRIDGE FOUNDATION. ABANDON 63 LF OF 12" DIP WATER LINE, RJ. ABANDON 5.4 LF OF 12" UTILITY PIPE. ABANDON 217.7 LF OF 8" UTILITY PIPE.

6. PERMANENT BRIDGE AS SHOWN IN INSET NO. 2. CUT-OFF WATER AND REMOVE THE 4" TEMPORARY JUMPER CONNECTION AND 4" WATERLINE BACK IS COMPLETED ON THE PERMANENT 12" WATERLINE, CUT-OFF WATER AND INSTALL 12" DIP WATER LINE ACROSS PERMANENT BRIDGE.
STA. 1+02.34 - 22° HORIZ. BEND  
STA. 1+20.17 - 22° HORIZ. BEND  
STA. 1+82.27 - BEGIN 18" STEEL CASING  
STA. 3+90.27 - END 18" STEEL CASING  
STA. 4+35.16 - 45° HORIZ. BEND  
STA. 4+53.59 - 12"x8" TEE  
STA. 4+50.12 - 45° HORIZ. BEND  
STA. 4+57.37 - 12" VALVE  
STA. 4+61.84 - 12"x6" TEE  
STA. 0+99.65 - 12" VALVE  
STA. 1+87.10 - BEGIN APPROACH SLAB  
STA. 2+11.10 - FILL FACE @ END BENT 1  
STA. 3+61.44 - FILL FACE @ END BENT 2  
STA. 3+85.44 - END APPROACH SLAB  
TOP OF RAIL 801.80  
TOP OF RAIL 801.70  
34.99' FROM TOP OF RAIL TO BOTTOM OF STEEL ENCASEMENT PIPE  
APPROACH SLAB  
PROPOSED BRIDGE DECK  
200' RAILROAD R/W  
18" MIN. CLEARANCE  
17.5" CLEARANCE
**EXHIBIT B**

**TYPE OF WORK:** GRADING, DRAINAGE, PAVING, SIGNALS, AND STRUCTURE.

**LOCATION:** BRIDGE #66 OVER NORFOLK SOUTHERN RAILWAY ON SR-1742 (HURLEY SCHOOL RD).

<table>
<thead>
<tr>
<th>BRIDGE #66 OVER</th>
<th>PROJECT</th>
<th>TIP NO. B-5772</th>
<th>FEDERAL AID NO.</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>45728.3.1</td>
<td>C204718-UT</td>
<td>1724002</td>
<td>ROWAN</td>
<td></td>
</tr>
</tbody>
</table>

**CITY OF SALISBURY COST**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>SEC #</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5912000000-N</td>
<td>SP</td>
<td>GENERIC MISCELLANEOUS ITEM 18&quot; STRUCTURE HANGER SYSTEM</td>
<td>Lump Sum LS</td>
<td>1</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>5912000000-N</td>
<td>SP</td>
<td>GENERIC MISCELLANEOUS ITEM TEMPORARY BRIDGE STRUCTURE FOR 8&quot; WATER LINE</td>
<td>Lump Sum LS</td>
<td>1</td>
<td>$33,750.00</td>
<td>$33,750.00</td>
</tr>
<tr>
<td>5325800000-E</td>
<td>1510</td>
<td>8&quot; WATER LINE</td>
<td>LF</td>
<td>93.25</td>
<td>$160.00</td>
<td>$14,920.00</td>
</tr>
<tr>
<td>5326200000-E</td>
<td>1510</td>
<td>12&quot; WATER LINE - BETTERMENT COST BETWEEN 12&quot; AND 8&quot; WATER ATTACHED TO BRIDGE</td>
<td>LF</td>
<td>160</td>
<td>$40.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>5326200000-E</td>
<td>1510</td>
<td>12&quot; WATER LINE</td>
<td>LF</td>
<td>93.5</td>
<td>$200.00</td>
<td>$18,700.00</td>
</tr>
<tr>
<td>5329000000-E</td>
<td>1510</td>
<td>DUCTILE IRON WATER PIPE FITTINGS</td>
<td>LBS</td>
<td>1050</td>
<td>$15.00</td>
<td>$15,750.00</td>
</tr>
<tr>
<td>5540000000-E</td>
<td>1515</td>
<td>6&quot; VALVE</td>
<td>EA</td>
<td>0.25</td>
<td>$3,200.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>5558000000-E</td>
<td>1515</td>
<td>12&quot; VALVE</td>
<td>EA</td>
<td>0.5</td>
<td>$5,800.00</td>
<td>$2,900.00</td>
</tr>
<tr>
<td>5648000000-N</td>
<td>1515</td>
<td>RELOCATE WATER METER</td>
<td>EA</td>
<td>0.25</td>
<td>$1,800.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>5666000000-N</td>
<td>1515</td>
<td>FIRE HYDRANT</td>
<td>EA</td>
<td>0.25</td>
<td>$4,500.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>5673000000-E</td>
<td>1515</td>
<td>FIRE HYDRANT LEG</td>
<td>LF</td>
<td>2.5</td>
<td>$150.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>5686500000-E</td>
<td>1515</td>
<td>WATER SERVICE LINE</td>
<td>LF</td>
<td>7.5</td>
<td>$52.00</td>
<td>$390.00</td>
</tr>
<tr>
<td>5801000000-E</td>
<td>1530</td>
<td>ABANDON 8&quot; UTILITY PIPE</td>
<td>LF</td>
<td>53.75</td>
<td>$15.00</td>
<td>$806.25</td>
</tr>
<tr>
<td>5801000000-E</td>
<td>1530</td>
<td>ABANDON 12&quot; UTILITY PIPE</td>
<td>LF</td>
<td>12.5</td>
<td>$25.00</td>
<td>$312.50</td>
</tr>
<tr>
<td>5835000000-E</td>
<td>1540</td>
<td>14&quot; ENCASEMENT PIPE</td>
<td>LF</td>
<td>38.75</td>
<td>$180.00</td>
<td>$6,975.00</td>
</tr>
<tr>
<td>5835800000-E</td>
<td>1540</td>
<td>18&quot; ENCASEMENT PIPE</td>
<td>LF</td>
<td>52</td>
<td>$210.00</td>
<td>$10,920.00</td>
</tr>
</tbody>
</table>

**NET COST** $127,073.75
B-5772 SPECIAL PROVISIONS

General:

1. SCOPE OF WORK

The Contractor shall be responsible for furnishing all equipment, labor, and materials necessary to attach a temporary 8" ductile iron restrained joint water main on a proposed temporary bridge parallel to Bridge No. 47 carrying Hurley School Road over Norfolk Southern Railroad and to install a new permanent 12" ductile iron restrained joint water main on the proposed new roadway bridge alignment.

All work shall be performed in accordance with the Structural plans, Special Provisions, and as directed by the Engineer.

All Utility Items shown on the plans that do not have a corresponding Bid Item are considered incidental to the project.

Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The utility owner is the Salisbury-Rowan Utilities (SRU) located at 1 Water Street Salisbury, NC 28144. The contact person is Jason Wilson, PE and he can be reached by phone at 704-216-7553 (Office).

The representative from Salisbury-Rowan Utilities shall witness all the tests performed on their water facilities. The tests results shall be provided to Jason Wilson at SRU for any tests involving the water facility.

2. GENERAL CONSTRUCTION REQUIREMENTS

The Contractor shall furnish, but not limited to furnishing catalog cuts and/or show drawings of the materials. Thirty days shall be allowed for the engineer’s review of each submittal, eight copies of each catalog cut and/or shop drawing (signed and sealed) shall be submitted.
a. **STEEL CASING PIPE**

Steel encasement pipe shall be carbon steel conforming to the requirements of ASTM A36 with a minimum yield strength of 35,000psi. Steel Encasement Pipe shall have a diameter and thickness as shown on the plans and as specified herein.

The permanent 18" steel encasement pipe shall be coated inside and outside with a Self-Curing Inorganic Zinc paint in accordance with "NCDOT Standard Specifications, Section 1080 -Paint and Paint Materials".

No coating is required on the temporary 14" steel encasement pipe.

---

b. **THERMAL EXPANSION/CONTRACTION JOINT ASSEMBLY:**

Thermal Expansion/Contraction of the steel casing shall be mitigated by the installation of a steel casing slip type expansion joint as shown near the south end bent on the new roadway bridge. Contractor shall supply and install a single end steel casing thermal expansion and contraction joint to mitigate ambient temperature changes or hot working temperatures. Ends shall be butt-welded ends. The expansion joint shall have Welded Ends with Slip Pipe- without Limit Rods. The body shall be carbon steel with a minimum yield strength of 35,000psi. The expansion joint assembly shall be rated for a working pressure on 150psi. The expansion joint body and slip pipe and packing gland shall have a fusion bonded epoxy finish meeting the requirements of AWWA C213 and certified to NSF ANSI 61, applied to a non-chrome plated surface. The Packing shall be Rubber, compounded to resist water, oil, natural gas, acids, alkalines, most (aliphatic) hydrocarbon fluids, and shall have a temperature operating range of -20°F to +180°F. Nuts and bolts shall be HSLA Low Alloy Steel per AWWA C111/A21.11. The Steel Casing Pipe Expansion Joint shall be a shown and detailed on the Plans. Installation shall be in accordance with the manufacturers' installation recommendations and instructions. The Steel Casing Pipe Expansion Joint shall be a shown and detailed on the Plans.

When installing the Expansion Joint, the travel distance shall be set to 5" maximum, and installed to allow for 2.5" of expansion and 2.5" of contraction. The Expansion joint shall be installed as shown on the plans and details.

c. **DUCTILE IRON "RESTRAINED JOINT" WATER PIPE**

Ductile Iron Restrained Joint Pipe shall conform to the requirements of AWWA. Ductile Iron pipe shall have a diameter as shown on the plans, have a laying length of 20 feet and shall be AWWA Pressure Class 350 pipe. Pipe shall conform to ANSI A21.51 (AWWA C151). Cement mortar lining and seal coating for pipe shall be in accordance with ANSI A21.4 (AWWA C104). Bituminous outside casting shall be in accordance with ANSI A21.51 (AWWA C151).

d. **PIPE SPIDERS**

Casing/Pipe Spiders shall be two piece manufactured of carbon steel with a minimum yield strength of 35,000psi. The dimensions of the spiders shall be as shown on the plans.
and details. Spiders shall have 4-equal spaced legs to center the carrier pipe within the casing pipe. Skids shall be angled inward toward the carrier pipe for efficient installation. Spiders shall be Bituminous Coated. Spiders shall be spaced as shown on the plans and details.

e. ENCASEMENT PIPE STEEL STRAPS
Encasement Pipe Steel Straps shall be to secure the 14" temporary casing pipe to the temporary bridge. Encasement Pipe straps shall carbon steel conforming to the requirements of ASTM A36 with a minimum yield strength of 35,000 psi. Steel Encasement Pipe Straps shall have a diameter and thickness as detailed on the plans. Straps shall be attached to the bridge decking with 2 galvanized steel lag bolts. Straps shall be spaced and installed at the locations shown on the plans.

Encasement Pipe Steel Straps shall be as shown and detailed on the plans.

F. PERMANENT 12" WATERLINE BRIDGE ATTACHMENT:

18" Adjustable Steel Yoke Pipe Roller Hanger Assembly:

The waterline will be attached to the bottom of the bridge deck by 18" Adjustable Steel Yoke Pipe Roller Hangers, with 7/8" zinc electro galvanized Hanger Rods, and Iron 7/8" Heavy Duty Concrete Inserts. Adjustable Steel Yoke Pipe Roller Hangers shall be rated for a maximum load of 1400 lbs. The Roller Hangers will be spaced @ 4'-0" center to center of hanger. Adjustable Roller Hanger shall consist of a single Gray Iron ASTM A-48 Class 25A roller coated with a minimum of ¼" thickness of polyvinyl chloride or neoprene, with carbon steel Yoke, Axle, and Hardware. The hanger shall be designed for supporting pipe lines where horizontal movement may take place due to expansion and contraction. The entire adjustable roller hanger shall be hot dipped galvanized in accordance with A123/A153. The Adjustable Roller Hanger shall be in accordance with the detail drawings. The Adjustable Roller Hanger shall be the size required to adequately support the steel pipe size as shown on the plans and as detailed. The spacing and location of the Adjustable Roller Hangers shall be as shown and detailed on the plans.

Concrete Inserts:

Heavy Duty Concrete inserts shall be manufactured of Malleable Iron suitable for 7/8" steel rods and shall be rated for a maximum load of 2,500 lbs and shall be as shown on the plans and as detailed. The spacing and location of the Adjustable Roller Hangers shall be as shown and detailed on the plans.

Threaded Rods:

Threaded Rods shall be designed for attaching the Hanger Assembly to the Concrete Insets cast in the concrete bridge decking and shall comply with the requirements of ASTM A307 Grade A Specifications, Class 2 thread. The material shall be mild steel (C1008-C1020) - Grade 2. The rods shall be 7/8" diameter and shall be Zinc Electro-
Galvanized in accordance with ASTM B633. The rods shall have 9 threads per inch and shall be rated for maximum load rating of 4480 lbs @ 343°C.

LATERAL BRACING
The lateral braces, including U-bolts, shall be fabricated from ASTM A36 steel in accordance with the details shown on the plans. All lateral bracing, bolts, nuts and washers are required to be hot dip galvanized in accordance with ASTM A123/A153. The spacing and location of the Lateral Bracing shall be as shown and detailed on the plans.

BID PAY ITEMS

SP-1 8" TEMPORARY WATERLINE BRIDGE ATTACHMENT:

Description
Contractor shall be responsible for furnishing all equipment and labor, and materials necessary for the installation of the following items for the Temporary Waterline Bridge Attachment items listed as follows:

i. Steel Encasement Pipe - 155 Linear Feet of 14" x 0.250" wall thickness w/ expanded metal end screens. No coating is required on this pipe.

ii. 155 Linear Feet of 8" DIP PC 350 Water Main, Restrained Joint

iii. 14" Steel Casing x 8" DIP Carrier Pipe Spiders

iv. 14" Encasement Pipe Steel Straps

Measurement and Payment
Payment shall be made at the contract lump sum price bid for "8" Temporary Waterline Bridge Attachment" which includes items i thru iv above in this item. The lump sum bid price shall be full compensation for all equipment and labor necessary to complete the work in accordance with the plans, Specifications, and as directed by the Engineer.

Pay Item
8" Temporary Waterline Bridge Attachment
Pay Unit
Lump Sum

SP-2 12" PERMANENT WATERLINE BRIDGE ATTACHMENT:

Description
Contractor shall be responsible for furnishing all equipment and labor, and materials necessary for the installation of the following items for the Temporary Waterline Bridge Attachment items listed as follows:

i. Steel Encasement Pipe - 208 Linear Feet of 18" x 0.312" wall thickness, Endwall Seal/Weep Holes and Gravel Drainage. The outside of the 18" steel encasement pipe shall have a self-curing Zinc paint coating in accordance with NCDOT Standard Specifications for Roads and Structures - Section 1080 "Paints and Paint Materials".
ii. 208 Linear Feet of 12" DIP PC 350 Water Main, Restrained Joint
iii. 18" Casing x 12" DIP Carrier Pipe Spiders
iv. 18" Thermal Expansion/Contraction Joint Assembly
v. Concrete Inserts – 7/8" Inserts
vii. 18” Adjustable Steel Yoke Pipe Roller Hanger Assembly
viii. Lateral Bracing, Anchors and Hardware

Measurement and Payment

Payment shall be main at the contract lump sum price bid for “12” Permanent Waterline Bridge Attachment” which includes items i thru viii above in this item. The lump sum bid price shall be full compensation for all equipment and labor necessary to complete the work in accordance with the plans, Specifications, and as directed by the Engineer.

Pay Item Pay Unit
12” PERMANENT WATERLINE BRIDGE ATTACHMENT Lump Sum

SP-3 CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY STRUCTURE

Construct, maintain and afterwards remove a temporary structure (bridge and bridge foundations) in accordance with the applicable parts of the Standard Specifications and this Special Provision (structure and foundations). Provide a temporary structure with a minimum overall length of 150-feet. Center the length of the structure about WL Station 2+99.78 with the alignment, grade, and skew as indicated on the plans and profile. If the skew is not 90°, then lengthening of the structure to accommodate a 90° skew is permitted. Provide a temporary structure with a minimum clear roadway width of 8-feet and an underclearance elevation no less than elevation 833.16. Temporary structures over railroads shall maintain a minimum horizontal clearance of 25’ from center of track to any temporary bent.

Design the temporary structure for the following superimposed loads:

Utility Loading: 90 pounds per linear foot (pipe); load placed at centerline of bridge width

Uniform Live Load: 20 pounds per square foot

Wind Design Velocity: 90 mph

Submit detailed sketches of the joint assembly for review and approval. The sketches shall provide an installation procedure and dimensions depicting adequate access to install welded or bolted connections. The maximum joint opening shall be limited to 3 inches.
All wood and timber products shall be inspected in accordance with Article 1082-1 of the Standard Specifications. The use of ungraded timber and lumber is not permitted. Use material conforming to grading rules of SPIB, NELMA or other nationally recognized specification.

Submit design calculations to the Engineer for review and approval that, as a minimum, include stress calculations for the following structural components: railings, rail post, rail post connections, flooring and structural truss system. Indicate the condition of any used materials in the design calculations. Detailed drawings and design calculations of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer.

Include material specifications for all new and used materials, including commercial grades and species of timber and lumber, in the detail drawings of the structure. In addition, show the location and a detailed sketch of the used materials indicating condition of the material, the location and geometry of existing but unused holes, attachments left over from previous use and any other irregularities in the material.

New and used material for temporary structures constructed by the Contractor, including systems intended for multiple usages, shall be inspected and approved prior to assembly.

Fabricators of temporary structures utilizing modular panels shall be AISC certified or equivalent. Submit proof of certification in accordance with Section 1072 of the Standard Specifications.

All critical bolted connections in the temporary structure require new high strength bolts. Indicate the location of the critical connections and recommended bolt size with tightening procedures in the detail drawings of the structure. The use of used high strength bolts is limited to non-critical connections and is subject to approval. For new high strength bolts, furnish the Engineer a copy of the manufacturer’s test report for each component. Have the report indicate the testing date, the location where the components were manufactured, the lot number of the material represented, the rotational capacity tests lot number and the source identification marking used by the manufacturer of each component.

Before the temporary structure is loaded, the contractor shall inspect the structure and submit a written statement certifying that the erected structure complies with the approved detailed drawings. Temporary structures utilizing modular panels shall be inspected and certified by a manufacturer’s representative. Any condition that does not comply with the accepted drawings, or any other condition deemed unsatisfactory by the Engineer, is cause for rejection.

Once the loading is placed on the structure utilizing modular panels, routine inspection by the manufacturer will be required. The first inspection of the structure will be one month after opening the structure to loading. Subsequent inspections shall be performed every six months. An inspection report provided by the Department must be completed by the manufacturer and submitted to the Engineer within 3 days of each inspection. Any items documented in the report indicating safety or stability issues with the structure must be
reported immediately. All safety and stability repairs will be performed promptly by the Contractor and approved by the Engineer.

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Structure" at about WL Station 2+99.78 will be full compensation for the above work including all materials, equipment, tools, labor and incidentals necessary to complete and monitor the work.
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
UTILITY CONSTRUCTION PLANS
ROWAN COUNTY

LOCATION: HURLEY SCHOOL ROAD IN SALISBURY
TYPE OF WORK: UTILITY CONSTRUCTION

BEGIN BRIDGE STA. 20+09.62 +/- -EL-
-EL- STA. 16+77.84
BEGIN TIP PROJECT B-5772

TO SHERRILLS FORD ROAD
-EL- HURLEY SCHOOL ROAD
SR 1724

END BRIDGE STA. 21+59.96 +/- -EL-
-EL- STA. 24+00.00
END TIP PROJECT B-5772

TO STATESVILLE BVD.
-EL- STA. 22+80.00 END PAVING

CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS
ESTABLISHED BY METHOD III.
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.
PERMANENT WATER LINE SEQUENCE OF CONSTRUCTION

1. INTERNED THE SYSTEM WHILE MAKING THE TIE-INS AND PLACE THE PROPOSED FLUSH TEMPORARY LINE TO REMOVE AND SEDIMENT AND AIR THAT MAY HAVE REMOVED THE 4" TEMPORARY JUMPER CONNECTION AND 4" WATERLINE BACK.

2. REMOVE THE 12" PLUG AND 4" BLOW-OFF ALONG WITH THE TEMPORARY 8" IS COMPLETED ON THE PERMANENT 12" WATERLINE, CUT-OFF WATER AND PERMANENT BRIDGE AS SHOWN IN INSET NO. 2.

3. DURING THE CONSTRUCTION OF THE TEMPORARY 8" WATERLINE) ON THE INSTALL 12" DIP WATER LINE ACROSS PERMANENT BRIDGE.

4. INSTALL 4" BLOW-OFF AND 8" PLUG AT STA. 1+05 AS SHOWN IN INSET 1 AND ROLLERS AND STEEL STRUCTURAL TUBING SUSPENDED BETWEEN BRIDGE GIRDERS NO. 1 AND 2 AS SHOWN ON THE PLANS AND AS DETAILED.

5. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL INCORPORATE THE DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1800 POUNDS.

6. THE ESTIMATED QUANTITY OF DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 2800 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.
**TYPE OF WORK:** GRADING, DRAINAGE, PAVING, SIGNALS, AND STRUCTURE.

**LOCATION:** BRIDGE #66 OVER NORFOLK SOUTHERN RAILWAY ON SR-1742 (HURLEY SCHOOLD RD).

**BRIDGE #66 OVER NORFOLK SOUTHERN RAILWAY ON SR-1742 (HURLEY SCHOOLD RD).**

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>SEC #</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>25% SALISBURY-ROWN COST</th>
<th>75% STATE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0009000000-N</td>
<td>SP</td>
<td>GENERIC MISCELLANEOUS ITEM 18&quot; STRUCTURE HANGER SYSTEM</td>
<td>Lump Sum</td>
<td>$12,500.00</td>
<td>$37,500.00</td>
</tr>
<tr>
<td>0009000000-N</td>
<td>SP</td>
<td>GENERIC MISCELLANEOUS ITEM TEMPORARY BRIDGE STRUCTURE FOR 8&quot; WATER LINE</td>
<td>Lump Sum</td>
<td>$33,750.00</td>
<td>$101,250.00</td>
</tr>
<tr>
<td>5325800000-E</td>
<td>1510</td>
<td>8&quot; WATER LINE</td>
<td>LF</td>
<td>$14,920.00</td>
<td>$44,760.00</td>
</tr>
<tr>
<td>5326200000-E</td>
<td>1510</td>
<td>12&quot; WATER LINE - BETTERMENT COST BETWEEN 12&quot; AND 8&quot; WATER ATTACHED TO</td>
<td>LF</td>
<td>$6,400.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5326200000-E</td>
<td>1510</td>
<td>12&quot; WATER LINE</td>
<td>LF</td>
<td>$18,700.00</td>
<td>$56,100.00</td>
</tr>
<tr>
<td>5329000000-E</td>
<td>1510</td>
<td>DUCTILE IRON WATER PIPE FITTINGS</td>
<td>LBS</td>
<td>$15,750.00</td>
<td>$47,250.00</td>
</tr>
<tr>
<td>5540000000-E</td>
<td>1515</td>
<td>6&quot; VALVE</td>
<td>EA</td>
<td>$800.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>5558000000-E</td>
<td>1515</td>
<td>12&quot; VALVE</td>
<td>EA</td>
<td>$2,900.00</td>
<td>$8,700.00</td>
</tr>
<tr>
<td>5648000000-N</td>
<td>1515</td>
<td>RELOCATE WATER METEER</td>
<td>EA</td>
<td>$450.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>5666000000-N</td>
<td>1515</td>
<td>FIRE HYDRANT</td>
<td>EA</td>
<td>$1,125.00</td>
<td>$3,375.00</td>
</tr>
<tr>
<td>5673000000-E</td>
<td>1515</td>
<td>FIRE HYDRANT LEG</td>
<td>LF</td>
<td>$375.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>5686500000-E</td>
<td>1515</td>
<td>WATER SERVICE LINE</td>
<td>LF</td>
<td>$390.00</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>5801000000-E</td>
<td>1530</td>
<td>ABANDON 8&quot; UTILITY PIPE</td>
<td>LF</td>
<td>$806.25</td>
<td>$2,418.75</td>
</tr>
<tr>
<td>5801000000-E</td>
<td>1530</td>
<td>ABANDON 12&quot; UTILITY PIPE</td>
<td>LF</td>
<td>$312.50</td>
<td>$937.50</td>
</tr>
<tr>
<td>5835000000-E</td>
<td>1540</td>
<td>14&quot; ENCASEMENT PIPE</td>
<td>LF</td>
<td>$6,975.00</td>
<td>$20,925.00</td>
</tr>
<tr>
<td>5835800000-E</td>
<td>1540</td>
<td>18&quot; ENCASEMENT PIPE</td>
<td>LF</td>
<td>$10,920.00</td>
<td>$32,760.00</td>
</tr>
</tbody>
</table>

**TOTAL STATE AND SALISBURY COST**

$127,073.75 $362,021.25

$489,095.00
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date: April 5, 2022

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

Name of Presenter(s): Nick Aceves

Requested Agenda Item: Approve Changes to Bell Tower Green Park Hours

Description of Requested Agenda Item: Update the ordinance for Bell Tower Green park hours to which will be different from city parks operating hours. This is to coincide with the establishment of the downtown social district.

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 adopt an ordinance amending ordinance to Section 16-61 Rules and Regulations.

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 Mayor’s Office Only

☐ Approved

☐ Declined

Reason:
AN ORDINANCE AMENDING CHAPTER 16, ARTICLE III, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO RULES AND REGULATIONS

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

SECTION 1. That Section 61, Article III, Chapter 16 of the Code of the City of Salisbury be amended to add the following:

Section 16-61 Hours of Operation

Bell Tower Green will be open the following hours:

<table>
<thead>
<tr>
<th>Nov., Dec., Jan., Feb</th>
<th>Park hours</th>
<th>8:00 a.m. - 6:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May, June, July, August</td>
<td>Park hours</td>
<td>8:00 a.m. - 10:00 p.m.</td>
</tr>
<tr>
<td>March, Apr., Sept., Oct.</td>
<td>Park hours</td>
<td>8:00 a.m. - 8:00 p.m.</td>
</tr>
</tbody>
</table>

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

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

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

Requested Council Meeting Date: April 5, 2022

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

Name of Presenter(s):  Scott Shelton

Requested Agenda Item:  Public Hearing & Summary Presentation for Trammell Crow incentive request

Description of Requested Agenda Item:  The Rowan EDC requests that the City Council hold a public hearing for its April 5th meeting to consider a proposed incentive request from Trammell Crow

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:  Hold public hearing & consider incentive request

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

☐ 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:
Memorandum

Date: March 24, 2022

To: Salisbury City Council
Cc: Brian Hiatt, Interim City Manager
    Kelly Baker, City Clerk
From: Scott Shelton, Vice President
Re: Summary of proposed incentive agreement with Trammel Crow Company

Dear Mayor Alexander and Council Members,

Thank you for hearing this request from Trammel Crow Company (TCC). As you will recall, the company plans to acquire approximately 96 acres on Henderson Grove Church Road. Once acquired, TCC will build a 504,000 square foot facility on the site and lease it for distribution and/or manufacturing purposes. These 96 acres are comprised of three parcels (407-014, 407-015, & 407-115). Parcel 407-115 has been located within the Salisbury city limits for many years and Council approved the annexation of the remaining parcels at the March 15th meeting.

TCC estimates that it will invest at least $35 million in new construction for this project. The proposed site currently lacks public water and sewer, and extensions will be necessary to make the project viable. The company estimates the cost of these extensions to be $400,000. TCC will pay for these extensions and is asking that the City Council consider a tax incentive grant to help them offset their infrastructure costs. The company is requesting an incentive grant that differs from the City’s standard policy. Below is a summary of the current City policy, TCC’s proposal, and a side-by-side comparison.

**Current City Incentive Policy**

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

<table>
<thead>
<tr>
<th>Grant Category</th>
<th>Minimum Investment Required</th>
<th>Grant Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Grant</td>
<td>$5 million</td>
<td>75%</td>
</tr>
<tr>
<td>Level 2 Grant</td>
<td>$50 million</td>
<td>80%</td>
</tr>
<tr>
<td>Level 3 Grant</td>
<td>$100 million</td>
<td>85%</td>
</tr>
</tbody>
</table>
Based on the City’s current incentive policy, TCC’s project would be eligible for a Level 1 Grant which is equivalent to 75% of any new real property taxes paid to the City over a five-year period.

As illustrated below, a $35 million taxable investment by TCC would result in a tax incentive grant valued at $944,475 when using the current incentive policy. The City of Salisbury would also receive $1,574,125 in net revenue over a ten-year period.

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Investment</td>
<td>Total planned amount of Expansion project</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>City Tax Rate</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
</tr>
<tr>
<td>City Tax Revenue</td>
<td>Local Taxable Capital Investment times City Tax Rate</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
</tr>
<tr>
<td>Expansion Grant %</td>
<td>75% for 5 years.</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Expansion Grant %</td>
<td>City Tax Revenue times Expansion Grant</td>
<td>$188,895</td>
<td>$188,895</td>
<td>$188,895</td>
<td>$188,895</td>
</tr>
<tr>
<td>City Net Revenue</td>
<td>City Tax Revenue minus Expansion Grant</td>
<td>$62,965</td>
<td>$62,965</td>
<td>$62,965</td>
<td>$62,965</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Investment</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
<td>$35,000,000</td>
</tr>
<tr>
<td>City Tax Rate</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
<td>0.7196%</td>
</tr>
<tr>
<td>City Tax Revenue</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$2,518,600</td>
</tr>
<tr>
<td>Expansion Grant %</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$944,475</td>
</tr>
<tr>
<td>City Net Revenue</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$251,860</td>
<td>$1,574,125</td>
</tr>
</tbody>
</table>

**Trammell Crow Company Proposal**

TCC would like to recoup their infrastructure-related costs over a shorter period of time than the standard, 5-year grant term. As a result, the Company is asking Council to consider a grant equivalent to 90% of any new real property taxes paid to the City over a three-year period.

When using TCC’s requested grant parameters, a $35 million taxable investment by the Company would result in a tax incentive grant valued at $680,022. The City of Salisbury would also receive $1,838,578 in net revenue over a ten-year period.
Side By Side Comparison

As the below chart illustrates, TCC’s incentive request would result in a smaller overall grant payment and a corresponding increase in net revenue to the City of $264,453 over a ten-year period.

<table>
<thead>
<tr>
<th>INCENTIVE GRANT</th>
<th>Proposed Investment</th>
<th>Grant Term</th>
<th>Grant Percentage</th>
<th>Total Grant Value</th>
<th>Total Net Revenue to City</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Policy</td>
<td>$35 million</td>
<td>5 years</td>
<td>75%</td>
<td>$944,475</td>
<td>$1,574,125</td>
</tr>
<tr>
<td>Trammell Crow</td>
<td>$35 million</td>
<td>3 years</td>
<td>90%</td>
<td>$680,022</td>
<td>$1,838,578</td>
</tr>
</tbody>
</table>

Additional Notes

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

Closing

Thank you for considering this request. We have the opportunity to partner with a company whose investment should help us attract additional jobs and investment in the City of Salisbury. If approved, news of this project will resonate positively with other developers and companies that are considering Salisbury and will increase our reputation as a business-friendly community.
On behalf of the staff of the Rowan EDC, we look forward to providing you any additional information or meeting with you personally to discuss these findings in detail. Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Yours truly,

Scott Shelton
Vice President
RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of April, 2022, by and between the City of Salisbury, North Carolina, a body politic (hereinafter referred to as the “City”) and Trammell Crow Company (hereinafter referred to as the “Company”).

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in the City (the “Project”), which would increase taxable property in the City and result in the creation of a number of jobs in the City, but would not have a significant detrimental impact to the environment of the City; and

WHEREAS, the Company has determined that the property located at 0 Henderson Grove Church Road, Salisbury, North Carolina (the “Property”), also identified as Rowan County Tax Parcels 407-014, 407-015, and 407-115, is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the City is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the City as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and City met and agreed to enter into this Agreement; and

WHEREAS, the Company expects to be a community-oriented business that intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Rowan EDC’s Forward Rowan campaign; and

WHEREAS, the Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local construction services, and other products and services;

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately $35 million dollars will be invested by or on behalf of the Company in real property improvements on the Property and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the City.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the City hereby agree as follows:
ARTICLE I
CITY INDUCEMENTS

The City shall provide financial assistance to the Company through its “Relocation and Expansion Assistance Program”, as hereinafter described, with respect to the Company’s development of the Property and other related expenses as follows:

1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” (“Grant”) to assist the Company with construction other capital improvements in the City. The Grant will specifically apply to the Property and all real property improvements newly installed and used at the Property (“Facility”).

2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.
   i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
   ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2022, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.

b) City Property Tax Determination. The sum of the New Real Property Value and the amount of real property taxes applicable to the new property at such Property. Multiply the New Property Value for each applicable Property by the City tax rate (excluding county tax rates) applicable for the tax year at issue to determine the amount of real property taxes applicable to the new property at such Property.

c) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 90% (0.90).

3) The Grant will be structured as a reimbursement of a portion of the real property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III (3), and receipt of the Company’s full payment of all real property taxes due to the City. Payment of the Grant shall be equal to Ninety Percent (90%) of the City property taxes (excluding county taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing City tax rate for the tax year of the requested Grant.

4) Tax amounts due on property discovered by the City through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the City shall not be responsible for reimbursement on these amounts for any tax year.
ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 2023.

2) The Company shall receive the Grant for three separate tax years (“Grant Term”), which shall begin with property assessed as of January 1, 2024, with the first such reimbursement to be provided to the Company by the City during fiscal year ended June 30, 2026. If the Facility is not complete by January 1, 2024, the Grant shall be based on the percentage complete and assessed for that year.

3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2024.

4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS - COMPANY

The Company represents, warrants and covenants to the City, as applicable, as of the date of this Agreement that:

1) **Standing.** The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.

2) **Authority.** The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.

3) **Enforceability.** This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors’ rights generally.

4) **No Violations.** This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.

5) **No Conflicts.** This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time,
or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

6) **Certifications.** The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate City officer at the time of filing the request for the annual Grant.

**ARTICLE IV**
**REPRESENTATIONS, WARRANTIES AND COVENANTS - CITY**

The City represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

1) The City (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

2) The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City’s legal, valid, and binding obligation, enforceable in accordance with its terms.

3) There is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

4) The City is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).

5) To the best of the City’s knowledge, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

6) With respect to this Agreement, the City has complied fully with all requirements of N.C. General Statute 158-7.1 et seq.

**ARTICLE V**
**GENERAL PROVISIONS**

1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.

2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.

3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the City may make relative to the Properties.

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the “Delayed Party”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To City: Office of the City Manager
132 North Main Street
Salisbury, NC 28144
Phone: (704) 638-5228

With Copy (which does not constitute notice to):
Office of the City Attorney
132 North Main Street
Salisbury, NC 28144
Phone: (704) 638-5228

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company
Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]
IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

TRAMMELL CROW COMPANY

By: _________________
Title: _________________

[Corporate Seal]

ATTEST:

_________________________ (Seal)
Name_____________________

CITY OF SALISBURY, NORTH CAROLINA

Karen K. Alexander
Mayor

[Corporate Seal]

ATTEST:

Kelly Baker
City Clerk

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

_________________________
Wade Furches
Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_________________________
Graham Corriher
City Attorney
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
Requested Agenda Item: Council to hold Public Hearing in regard to the use of Community Development Block Grant (CDBG) & HOME Program funds from the U.S. Department of Housing & Urban Development (HUD).

Description of Requested Agenda Item:

Budget Summary

The City of Salisbury receives federal formula funds annually from the U.S. Department of Housing & Urban Development (HUD). As a condition of receiving these funds, the City is required to develop an annual Action Plan & Budget that outlines the community development goals on which it will focus these funds.

The FY 2021-22 Action Plan & Budget covers the period between July 1, 2022 and June 30, 2023. During this period, the City will receive the following Federal formula funds:

- Community Development Block Grant (CDBG) ………………………………..…….$290,000.00
- Community Development Block Grant (CDBG) Projected Program Income …………… $25,000.00
- HOME Investment Partnerships Program (HOME) ………………………………..…….$150,000.00

**TOTAL:** $465,000.00

The above funds will be used to meet the goals and objectives established and approved by the Salisbury City Council and articulated in the City’s 2020-24 Consolidated Plan. The Consolidated Plan describes community needs and determines local priorities for using public resources to assist low- and moderate-income (LMI) residents of Salisbury over a five-year period.

The 2020-24 Consolidated Plan is available online at [www.salisburync.gov/housing](http://www.salisburync.gov/housing)

The use of CDBG and HOME funding continue the City’s investment in owner-occupied housing rehabilitation to assist low- and moderate- income homeowners. Based on past activities, the vast majority of those who apply for this assistance are elderly, minority homeowners. Funding also continues the City’s investment in local public service agencies that benefit low- and moderate- income populations.
More information about the CDBG Program is available at https://www.hudexchange.info/programs/cdbg/.

More information about the HOME Program is available at https://www.hudexchange.info/programs/home/.

Attachments: ☑ Yes  ☐ No

**Action Requested of Council for Agenda Item:** Open public hearing for interested parties to express ideas and interest in the use of CDBG and HOME funding. Council will hear public comments and requests to fund the city’s community development needs. Council will be asked to approve the FY 2022-23 CDBG & HOME Action Plan & Budget at a subsequent meeting, once the period of citizen participation and consultation has concluded and all feedback on the Draft Plan & Budget has been reviewed by planning staff.

**Contact Information:**
Candace Edwards, Community Planning Services, (704) 638-5324, Candace.Edwards@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: