



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.
2. Moment of Silence.
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.

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- (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.

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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

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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.
20. City Attorney’s Report.
21. City Manager’s Report.
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:

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

Contact Information for Group or Individual:

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined



City of Salisbury

North Carolina

PROCLAMATION

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



City of Salisbury
North Carolina

PROCLAMATION

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



City of Salisbury

North Carolina

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

Salisbury, North Carolina
March 15, 2022

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.

Kelly Baker, City Clerk

Karen Alexander, Mayor

DRAFT

Salisbury, North Carolina
March 15, 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 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.

Kelly Baker, City Clerk

Karen Alexander, Mayor

DRAFT

Salisbury, North Carolina
March 28, 2022

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

Salisbury, North Carolina
March 15, 2022

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
TRANSGENDER DAY OF VISIBILITY

March 18, 2022
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.

RESOLUTION SETTING THE DATE OF THE PUBLIC HEARING ON THE QUESTION OF THE ANNEXATION OF OXFORD STATION, PURSUANT TO GENERAL STATUTE 160A-31.

(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.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 67-69 and is known as Ordinance 2022-17.)

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 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.

(b) Ring in Spring

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 141-0034

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 (CRMP/O), 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 it exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance 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 petition)*

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

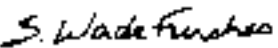
Contact Information for Group or Individual:


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


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

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

FINANCE DEPARTMENT INFORMATION:


Finance Director 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:

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:

PE	49849.1.1	Design
		Environmental
ROW	49849.2.1	ROW Acquisition
	49849.2.2	Utility Relocation
CON	49849.3.1	Construction
FEDERAL-AID	0601029	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$676,032	80 %	\$169,008	20 %
Total Estimated Cost			\$845,040	

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

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

CITY OF SALISBURY

CON 49849.3.1

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:

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

as further set forth in this Agreement.

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.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$676,032	80 %	\$169,008	20 %
Total Estimated Cost		\$845,040		

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

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

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 (deeds/leases/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. 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.

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/>, 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>.

- **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 134.3 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 notes require approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents.*

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

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

City Council to receive the request for the voluntary annexation of Tax Map 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 Brindle, City Engineer
704-638-5201 wbrin@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31, FOR VOLUNTARY ANNEXATION OF TAX MAP 450 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.

Kiren K. Alexander, Mayor

ATTEST:

Kelly Baker, City Clerk

Date: 1/5/22



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 to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>450</u> PCL <u>001</u>	<u>Edwards Timber Co., Inc.</u>		<u>PO Box 219</u> <u>Marshville, NC 28103</u>

(Attach additional petition forms if needed)

Form Revised 2-08

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

For Office Use Only:

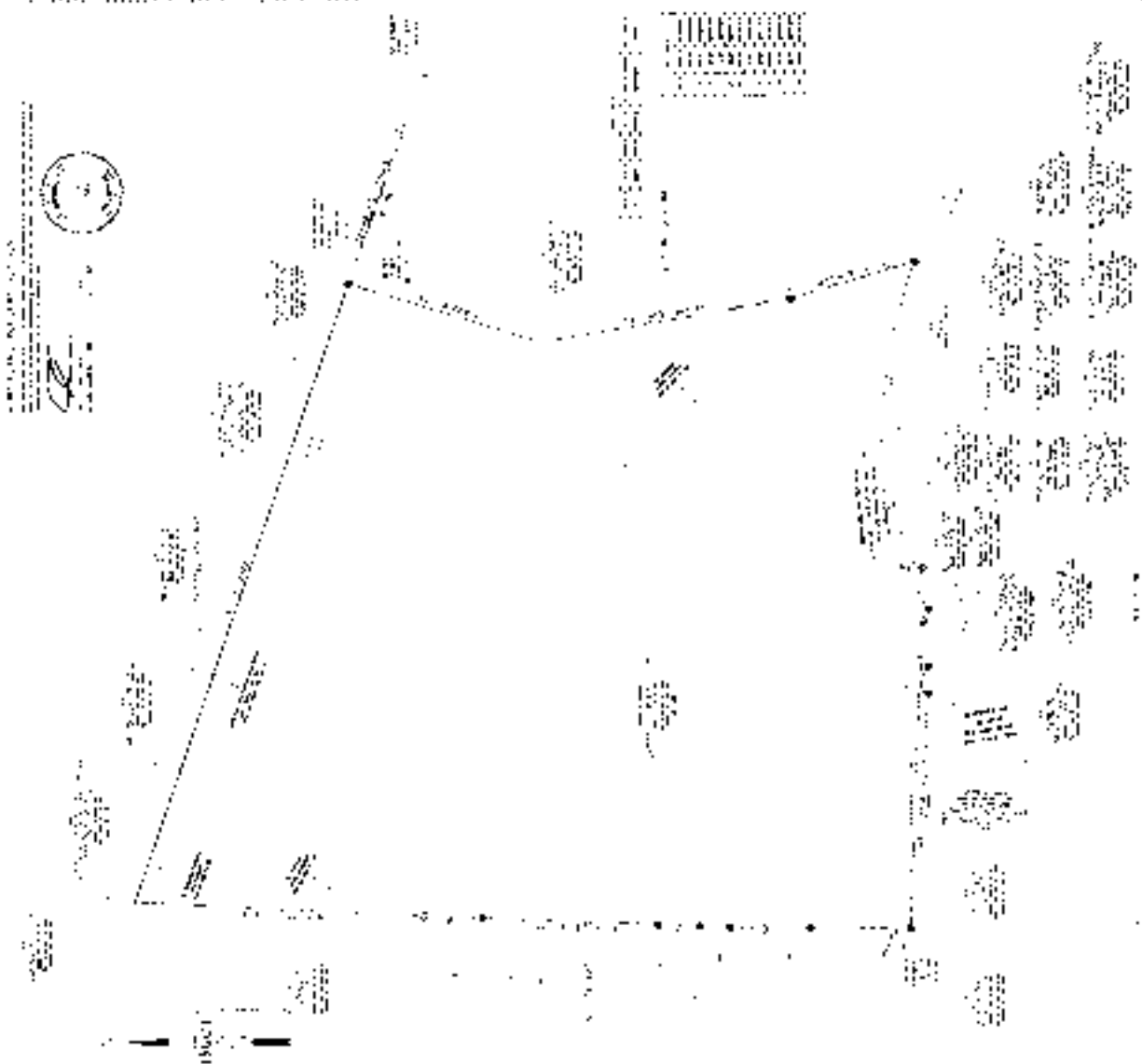
Total number of parcels 1 Number Signed 1 % Signed 100 Date Returned 3/2/2022
Contiguous per GS 160A-31 or Non-contiguous "satellite" per GS 160A-58 _____ (check one)

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

SECRET (S)

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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 6.943 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 another 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 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 wbrin@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

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.

Karen K. Alexander, Mayor

ATTEST:

Kelly Baker, City Clerk

Date: 2/18/2022



Property at 275 Cross Drive,
Salisbury NC, 28146

**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.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>064</u> PCL <u>2120000002</u>	<u>Adrienne Grier</u>		<u>3406 Pine Meadow Dr. Charlotte, NC 28269-4424</u>
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____

(Attach 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 1 Number Signed 1 % Signed 100 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 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: 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 stricken language as follows:

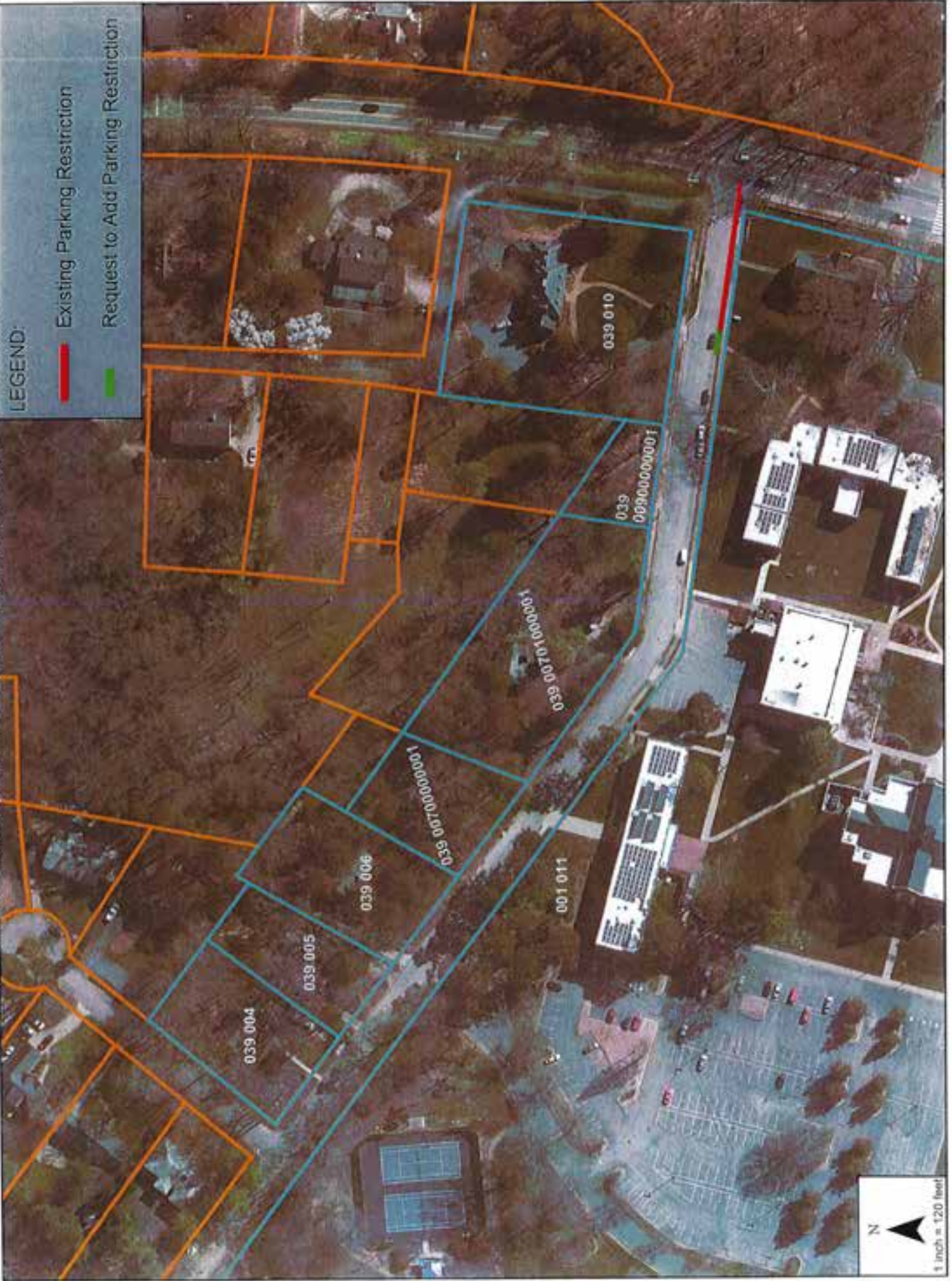
Sec. 13-338. Parking prohibited at all times

<i>Street</i>	<i>Side</i>	<i>Extent</i>
Main St.	Both	From Thomas St. Harrison St. north to Horah St.
North Park Dr.	South	From Innes St. to a point 140 170 feet west of Innes St.

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

Parking Restriction Change Request: North Park Drive, Catawba College



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 5' 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 SVCS. PUBLIC WORKS NCDOT (if applicable)

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: 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 bored 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: Yes No

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

There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment by Conterra 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:

CONSTRUCTION LEGEND

LINE TYPES

	EXISTING AERIAL FIBER (Right-of-way)
	EXISTING UNDERGROUND FIBER (Right-of-way)
	EXISTING AERIAL FIBER DROP
	EXISTING BURIED FIBER DROP
	PROPOSED AERIAL FIBER (Right-of-way)
	PROPOSED UNDERGROUND FIBER (Right-of-way)
	PROPOSED AERIAL FIBER DROP
	PROPOSED BURIED FIBER DROP
	EXISTING 3 rd PARTY FIBER
	EXISTING BORE HOLES
	EXISTING CONDUIT
	UTILITY OVERHEAD GUY - EXISTING
	UTILITY OVERHEAD GUY - PROPOSED

	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	EXISTING ELECTRIC LINE
	EDGE OF PAVEMENT
	RIGHT OF WAY
	SIDE WALK
	PUBLIC UTILITY EASEMENT
	DITCH LINE
	FENCE LINE

SYMBOL TYPES

	EXISTING HANDHOLE
	PROPOSED HANDHOLE
	3 rd PARTY HANDHOLE
	EXISTING HANDHOLE w/ FIBER LOCATE MARKERS
	PROPOSED HANDHOLE w/ FIBER LOCATE MARKERS
	EXISTING HANDHOLE w/ FIBER MARKER
	PROPOSED HANDHOLE w/ FIBER MARKER
	EXISTING HANDHOLE w/ LOCATE MARKER
	PROPOSED HANDHOLE w/ LOCATE MARKER
	UTILITY POLE - EXISTING CONTRABA OWNED
	UTILITY POLE - PROPOSED CONTRABA OWNED
	3 rd PARTY UTILITY POLE - EXISTING POLE/ EXISTING ATTACHMENT
	3 rd PARTY UTILITY POLE - EXISTING POLE /NEW PROPOSED ATTACHMENT
	UTILITY POLE SUPPORT - EXISTING GUY W/ANCHOR
	UTILITY POLE SUPPORT - PROPOSED GUY W/ANCHOR
	UTILITY POLE SUPPORT - EXISTING GUY W/SIDEWALK ANCHOR
	UTILITY POLE SUPPORT - PROPOSED GUY W/SIDEWALK ANCHOR
	FIBER SPLICER ENCLOSURE
	FIBER SLACK LOOP
	3 rd PARTY PEDESTAL
	BORE PIT
	FIBER MARKER POST

	STREET SIGN
	TRAFFIC SIGN
	LIGHT POLE/ PEDESTALIAN POLE
	ADA RAMP
	TRAFFIC JUNCTION BOX
	CULVERT
	TREES/SHRUBS
	TRASH CAN
	PARKING METER
	RESTORATION NOTES
	GAS METER
	GAS VALVE
	SEWER MANHOLE
	WATER METER
	WATER VALVE
	FIRE/WATER HYDRANT
	EXISTING MANHOLE
	PROPOSED MANHOLE

SEE POLE REF #

OWNED BY:

POLE #:

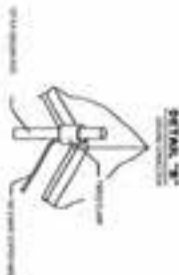
NEUTRAL HT:

TELCO# HT:

CONTRABA HT:

POLE ATTACHMENT INFORMATION

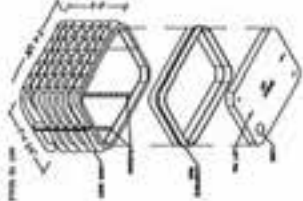
TYPICALS



TYPICAL DETAIL - E.3
ELECTRIC TRAY BOX & COVER ASSEMBLY
WITH TRAYCRAFT CHANNELS OR CHANNELS TO BE ASSIGNED
CHANNELS - MULTIMARKET

NCDDOT # NP11-5869

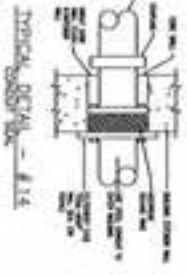
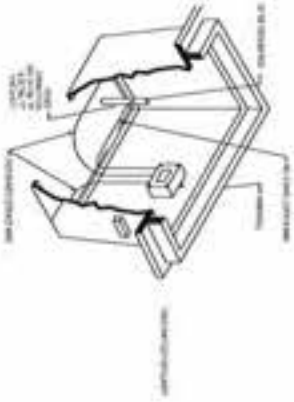
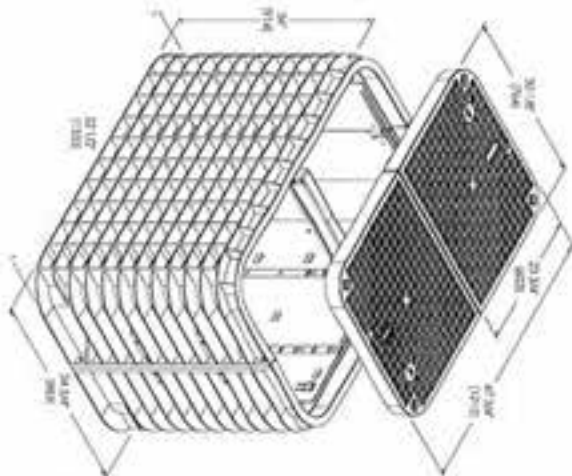
ITEM NO.	DESCRIPTION	QTY	UNIT
1	TRAY BOX	1	EA
2	TRAY COVER	1	EA
3	TRAY SUPPORT	4	EA
4	TRAYCRAFT CHANNEL	1	EA
5	TRAYCRAFT CHANNEL	1	EA
6	TRAYCRAFT CHANNEL	1	EA
7	TRAYCRAFT CHANNEL	1	EA
8	TRAYCRAFT CHANNEL	1	EA
9	TRAYCRAFT CHANNEL	1	EA
10	TRAYCRAFT CHANNEL	1	EA



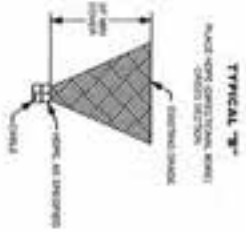
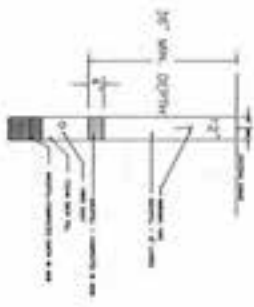
TYPICAL DETAIL - E.5
ELECTRIC TRAY BOX & COVER ASSEMBLY
WITH TRAYCRAFT CHANNELS OR CHANNELS TO BE ASSIGNED
CHANNELS - MULTIMARKET

NCDDOT # NP10-5568

ITEM NO.	DESCRIPTION	QTY	UNIT
1	TRAY BOX	1	EA
2	TRAY COVER	1	EA
3	TRAY SUPPORT	4	EA
4	TRAYCRAFT CHANNEL	1	EA
5	TRAYCRAFT CHANNEL	1	EA
6	TRAYCRAFT CHANNEL	1	EA
7	TRAYCRAFT CHANNEL	1	EA
8	TRAYCRAFT CHANNEL	1	EA
9	TRAYCRAFT CHANNEL	1	EA
10	TRAYCRAFT CHANNEL	1	EA



PLACEMENT - TYPICALS

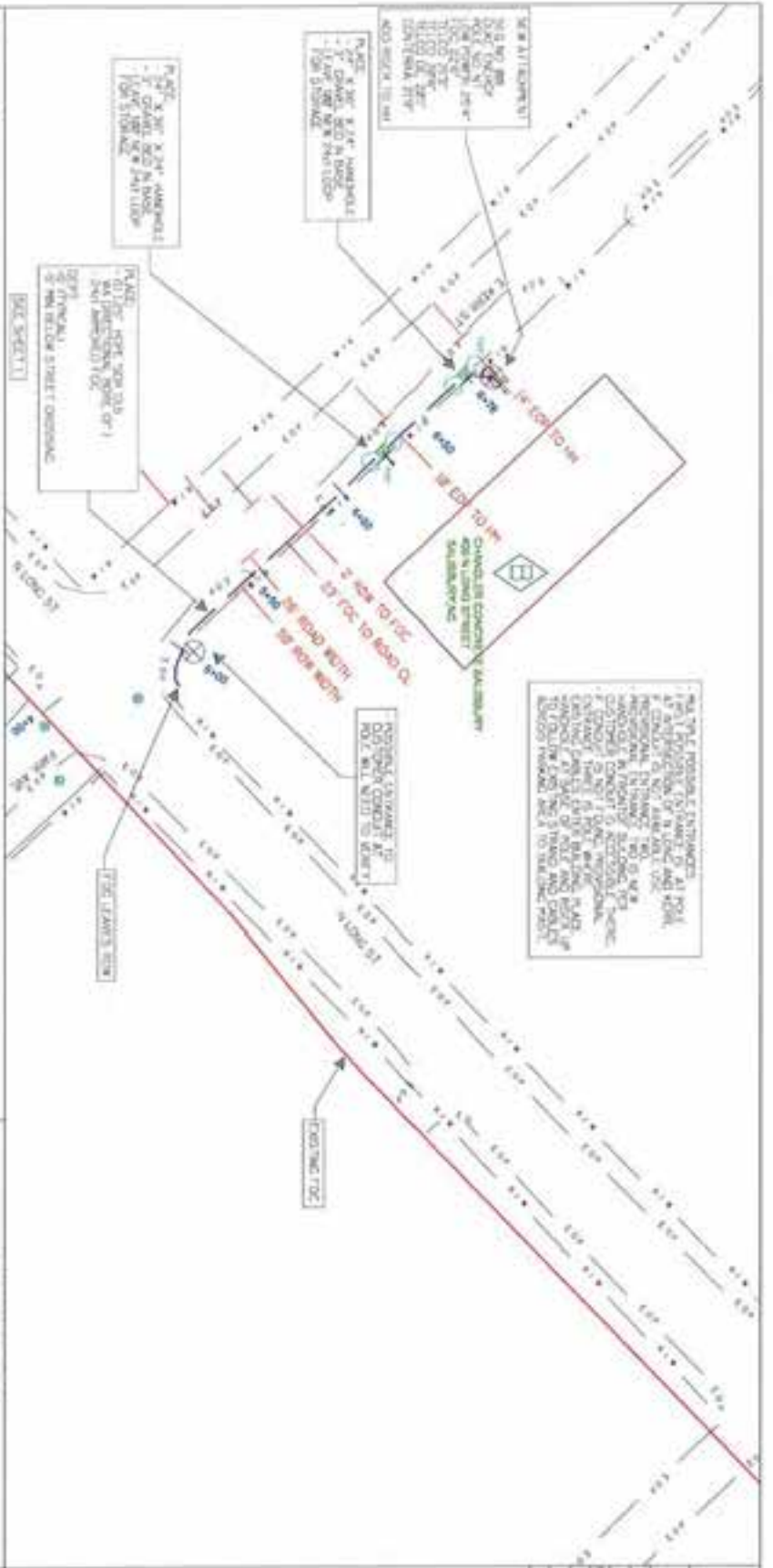


• PLACEMENT DEPTHS VARIES - PLEASE FOLLOW DEPTHS CALLED OUT IN CONSTRUCTION SHEETS

CONTACT NAMES AND NUMBERS:

DRAWING LIST:

DRAWING STATUS:



DESCRIPTION	QUANTITY	UNIT	DATE	BY	REVISION
TRIGGER PVC	24	FT			
TRIGGER PVC	24	FT			
TRIGGER PVC	24	FT			
ROLL FIBER	5	FT			
ROLL FIBER	1	FT			
ROLL FIBER	1	FT			
ROLL FIBER	1	FT			
ROLL FIBER	1	FT			

SPECIAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR THE CONSTRUCTION OF FIBER OPTIC NETWORKS AND THE CITY OF CHICAGO SPECIFICATIONS FOR THE CONSTRUCTION OF FIBER OPTIC NETWORKS AND THE CITY OF CHICAGO SPECIFICATIONS FOR THE CONSTRUCTION OF FIBER OPTIC NETWORKS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE CHICAGO POLICE DEPARTMENT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND STREETS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL CONDITION.

811

CONterra NETWORKS

Fiber Driven. People Powered.

PROJECT NO. 15-001

SHEET NO. 1 OF 1

DATE: 08/14/15

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

CONterra NETWORKS

Fiber Driven. People Powered.

PROJECT NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR THE CONSTRUCTION OF FIBER OPTIC NETWORKS AND THE CITY OF CHICAGO SPECIFICATIONS FOR THE CONSTRUCTION OF FIBER OPTIC NETWORKS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE CHICAGO POLICE DEPARTMENT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND STREETS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL CONDITION.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager 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 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

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 (Julian 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. 136-27.1(b)(1). 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 Funder
Finance Director Signature

Jason H. Wilson
Department Head Signature

Erin Ballard

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."

WITNESSETH:

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)

09.08/99

TIP PROJECT: U-5738

T.I.P. NO.	SHEET NO.
U-5738	UC-1

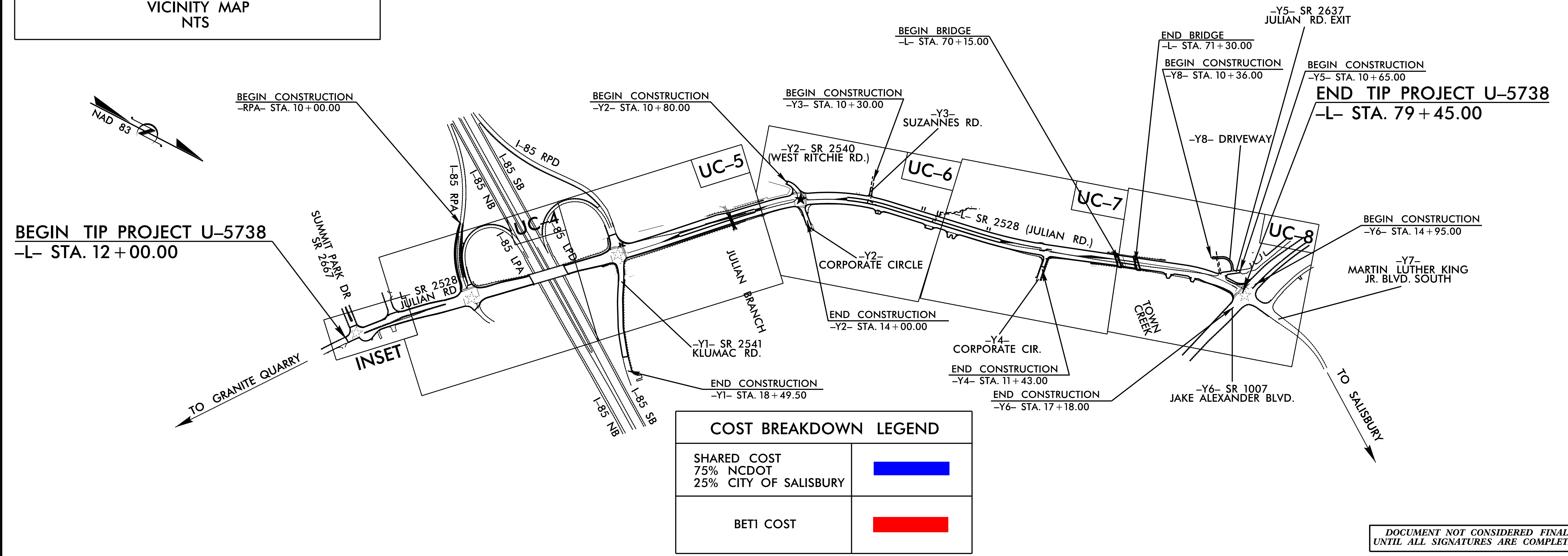
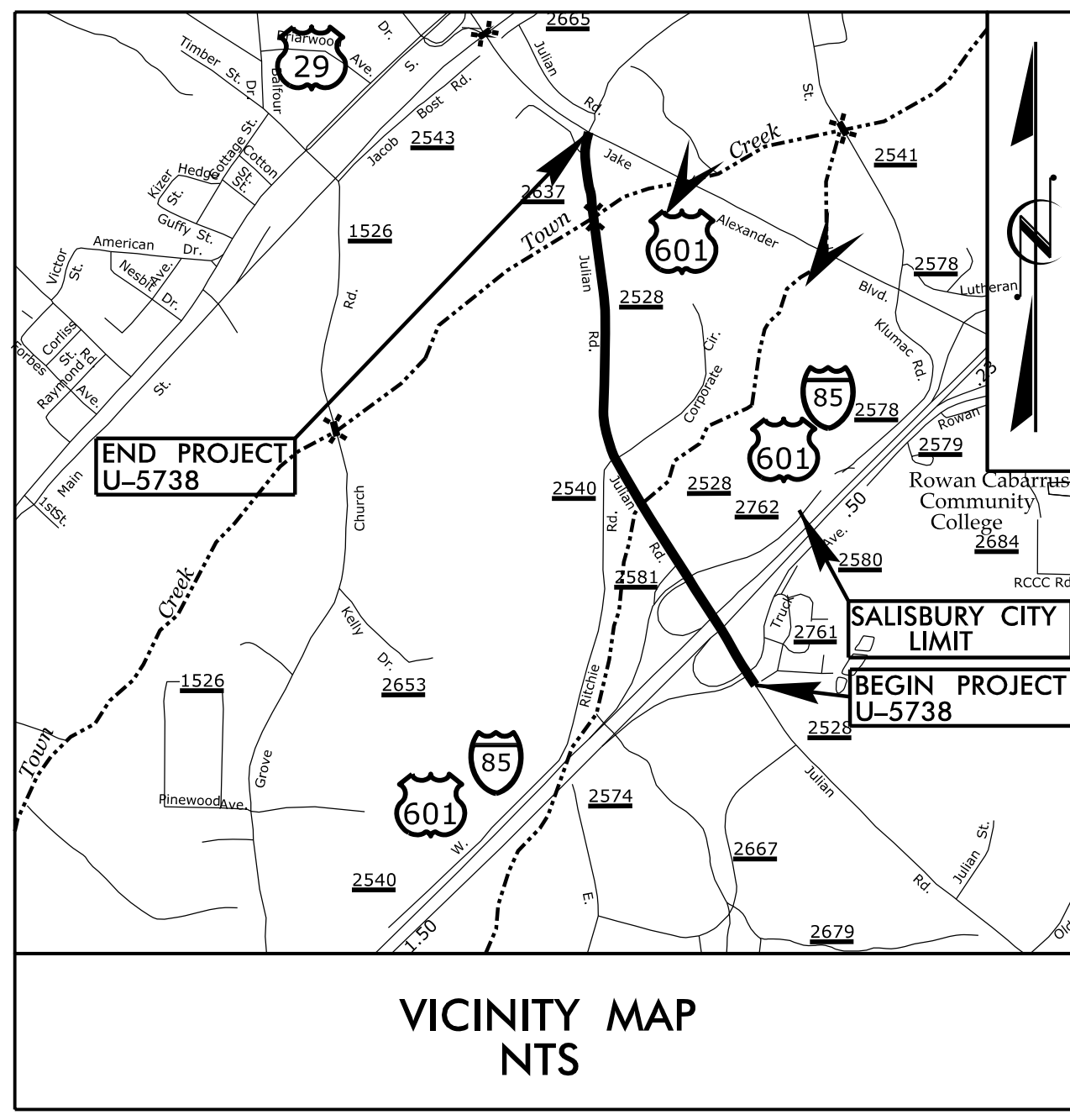
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITIES CONSTRUCTION PLANS
ROWAN COUNTY

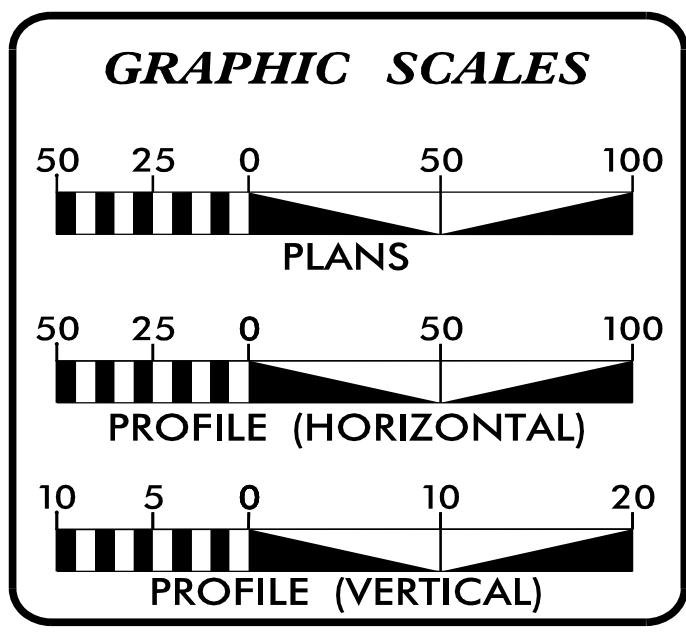
EXHIBIT A

AGREEMENT PLANS

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



DOCUMENT NOT CONSIDERED FINAL UNTIL ALL SIGNATURES ARE COMPLETED



INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY
UC-3 THRU UC-3A	NOTES
UC-3B THRU UC-3E	DETAILS
UC-4 THRU UC-10	UTILITY CONSTRUCTION SHEETS

WATER AND SEWER OWNERS ON PROJECT

(A) WATER - SALISBURY-ROWAN UTILITIES

(B) SANITARY SEWER - SALISBURY-ROWAN UTILITIES

PREPARED IN THE OFFICE OF

SEPI
Engineering & Construction, Inc.

1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

William Pope, PE CONSULTANT CONTACT #1
Michael Taylor, PE CONSULTANT CONTACT #2

SEAL

WILLIAM A. POPE
ENGINEER
52550

DIVISION OF HIGHWAYS
UTILITIES UNIT
1555 MAIL SERVICES CENTER
RALEIGH, NC 27699-1555
PHONE (919) 107-6690
FAX (919) 250-4151

DAVID TRANTHAM UTILITIES ENGINEER
LYNN BASINGER UTILITIES COORDINATOR

12/29/2021 I:\Plans\U5738_UH_tsh_UC1_psh.dgn USER:WPope

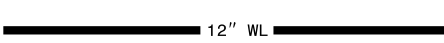























STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

EXHIBIT A

AGREEMENT PLANS

UTILITIES PLAN SHEET SYMBOLS





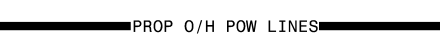

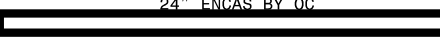
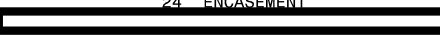
PROPOSED WATER SYMBOLS







Water Line (Sized as Shown)	
11 1/4 Degree Bend	
22 1/2 Degree Bend	
45 Degree Bend	
90 Degree Bend	
Plug	
Tee	
Cross	
Reducer	
Gate Valve	
Butterfly Valve	
Tapping Valve	
Line Stop	
Line Stop with Bypass	
Blow Off	
Fire Hydrant	
Relocate Fire Hydrant	
Remove Fire Hydrant	REM FH
Water Meter	
Relocate Water Meter	
Remove Water Meter	REM WM
Water Pump Station	
RPZ Backflow Preventer	
DCV Backflow Preventer	
Relocate RPZ Backflow Preventer	
Relocate DCV Backflow Preventer	

PROPOSED SEWER SYMBOLS
















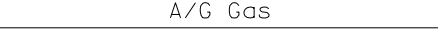



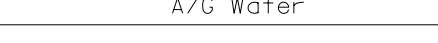



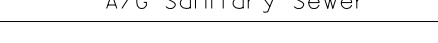

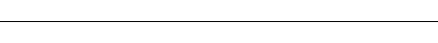

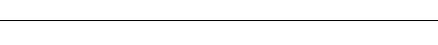









Gravity Sewer Line (Sized as Shown)	
Force Main Sewer Line (Sized as Shown)	
Manhole (Sized per Note)	
Sewer Pump Station	

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Telephone Pedestal	
Utility Line by Others (Type as Shown)	
Trenchless Installation	
Encasement by Open Cut	
Encasement	

Thrust Block	
Air Release Valve	
Utility Vault	
Concrete Pier	
Steel Pier	
Plan Note	
Pay Item Note	

EXISTING UTILITIES SYMBOLS

Power Pole		*Underground Power Line	
Telephone Pole		*Underground Telephone Cable	
Joint Use Pole		*Underground Telephone Conduit	
Utility Pole		*Underground Fiber Optics Telephone Cable	
Utility Pole with Base		*Underground TV Cable	
H-Frame Pole		*Underground Fiber Optics TV Cable	
Power Transmission Line Tower		*Underground Gas Pipeline	
Water Manhole		Aboveground Gas Pipeline	
Power Manhole		*Underground Water Line	
Telephone Manhole		Aboveground Water Line	
Sanitary Sewer Manhole		*Underground Gravity Sanitary Sewer Line	
Hand Hole for Cable		Aboveground Gravity Sanitary Sewer Line	
Power Transformer		*Underground SS Forced Main Line	
Telephone Pedestal		Underground Unknown Utility Line	
CATV Pedestal		SUE Test Hole	
Gas Valve		Water Meter	
Gas Meter		Water Valve	
Located Miscellaneous Utility Object		Fire Hydrant	
Abandoned According to Utility Records	AATUR	Sanitary Sewer Cleanout	
End of Information	E.O.I.		

*For Existing Utilities
 Utility Line Drawn from Record (Type as Shown)
 Designated Utility Line (Type as Shown)

5/14/99
12/29/2021 NUS738-Ut_UC2.dgn
LISTED

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE SALISBURY-ROWAN UTILITIES(SRU) AND NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" AND STANDARD DRAWINGS DATED JANUARY 2018.

2. THE EXISTING WATER MAIN AND SANITARY SEWER MAIN BELONG TO SALISBURY-ROWAN UTILITIES (SRU) (I.E. UTILITY OWNER).

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, AND SALISBURY-ROWAN UTILITIES. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION AND SALISBURY-ROWAN UTILITIES. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE UTILITY OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. 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 OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES:

1. PROPOSED WATER LINE SHALL BE PC (PRESSURE CLASS) 350 D.I.R.J. (DUCTILE IRON RESTRAINED JOINT) PIPE, FITTINGS, VALVES AND UTILITY CONTROLS.

2. PROPOSED SANITARY SEWER LINE SHALL BE PC (PRESSURE CLASS) 350 D.I. (DUCTILE IRON) PIPE, FITTINGS WITH PIPE INTERIOR PROTECTIVE COATINGS.

2. ALL FITTINGS SHALL BE DUCTILE IRON, RESTRAINED JOINT, SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 350 PSI, A MINIMUM IRON STRENGTH OF 25,000 PSI AND BE DOMESTIC MANUFACTURED.

3. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTIONS 102, 107, AND 1550 OF THE STANDARD SPECIFICATIONS CONCERNING TRENCHLESS INSTALLATION. IT IS CONTRACTOR'S RESPONSIBILITY TO HAVE BORE DESIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER. NO DAMAGE IS ALLOWED TO STREAM, WETLANDS, OR BUFFER ZONES.

4. THE CONTRACTOR SHALL COORDINATE ISOLATION OF THE EXISTING WATER MAIN FOR TIE-INS WITH SALISBURY-ROWAN UTILITIES. IF TEMPORARY SHUT DOWN IS REQUIRED THE CONTRACTOR WILL COORDINATE THIS SHUT DOWN WITH SALIBURY-ROWAN UTILITIES IN A MANNER THAT IS MOST CONVENIENT FOR CUSTOMERS AND SALISBURY-ROWAN UTILITIES.

5. EXISTING WATER VALVES SHALL ONLY BE OPERATED BY SALISBURY-ROWAN UTILITIES PERSONNEL.

6. CONTRACTOR TO PLACE CONCRETE THRUST COLLAR AROUND THE EXISTING DUCTILE IRON (DI) PIPE AS SHOWN IN THE PLANS.

7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED TESTS, REVIEWING THE RESULTS AND ENSURING THAT ALL WORK NOT IN CONFORMANCE IS CORRECTED OR REPLACED. THE SRU INSPECTOR SHALL BE COPIED ON ALL TEST RESULTS WHICH DO NOT MEET THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL KEEP RECORDS AND RESULTS OF ALL TESTS, INCLUDING TESTS ON FAILED WORK WHICH HAS BEEN CORRECTED THROUGH THE WARRANTY PERIOD.

AT THE END OF THE JOB, PRIOR TO ACCEPTANCE BY SRU, THE CONTRACTOR SHALL SUBMIT A NOTARIZED STATEMENT CERTIFYING THAT HE HAS REVIEWED THE TEST RESULTS AND THAT ALL TEST RESULTS WERE ACCEPTABLE AND/OR HE HAS CORRECTED ANY DEFICIENCIES.

UTILITY CONSTRUCTION

THIS CERTIFICATION SHALL BE MADE BY AN OFFICER OR PRINCIPAL OF THE COMPANY, AND SHALL BE IN THE FOLLOWING FORM:

I, (NAME) (TITLE) OF (COMPANY) CERTIFY THAT ON (NAME OF JOB) TESTING HAS BEEN DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CITY OF SALISBURY'S MANUAL OF STANDARDS AND THAT I HAVE REVIEWED THOSE TEST RESULTS AND REPAIRED, CORRECTED, OR REPLACED ANY WORK NOT PASSING THE REQUIRED TEST.

8. WATER USED FOR TESTING, FLUSHING, DISINFECTION, ETC., MAY BE PURCHASED FROM THE CITY OF SALISBURY AT PREVAILING RATES (BULK WATER PERMIT REQUIRED). THE USE OF WATER (TIME AND QUANTITY) SHALL BE COORDINATED WITH THE SRU INSPECTOR. SOURCES OTHER THAN CITY OF SALISBURY MAY BE USED IF APPROVED BY THE SRU INSPECTOR. A CITY OF SALISBURY APPROVED (JUMPER) BACKFLOW DEVICE (RP) MUST BE USED WHEN WATER IS OBTAINED FROM EXISTING WATER MAIN (EXISTING WATER LINE TO NEW WATER LINE). WHEN A FIRE HYDRANT IS USED TO SUPPLY WATER FOR FLUSHING, TESTING, ETC. A CITY OF SALISBURY APPROVED BACKFLOW DEVICE (RP) MUST BE USED ON THE FIRE HYDRANT TO PREVENT ANY POSSIBLE BACKFLOW TO THE CITY'S WATER SYSTEM.

A 4" TEMPORARY BACKFLOW DEVICE (RP) WILL BE REQUIRED TO FILL, PRESSURE TEST, CHLORINATE, FLUSH, AND FOR BACTERIOLOGICAL TESTING OF THE NEW WATER LINE (ALL ITEMS MUST BE COMPLETED BEFORE THE NEW WATER LINE CAN BE TIED-IN).

A SRU INSPECTOR MUST BE PRESENT FOR ALL TESTING AND TIE-INS. SRU INSPECTOR WILL ALSO SPOT CHECK ALL CONSTRUCTION (MINIMUM 2-DAY ADVANCE NOTICE IS REQUIRED FOR TESTING AND PRIOR TO THE START OF CONSTRUCTION ADDITIONAL ADVANCE NOTICE WILL BE REQUIRED FOR SHUTTING OFF WATER).

A TEMPORARY 2" BLOW-OFF STUBBED ABOVE GROUND WILL BE REQUIRED FOR FLUSHING AND TESTING PURPOSES.

9. SCHEDULE OF TESTS AND NOTIFICATIONS

10. THE WATER LINE SHALL BE TESTED FOR LEAKAGE. THE WATER LEAKAGE TEST IS A TWO PART TEST; PART A (PRESSURE LOSS) AND PART B ALLOWABLE LEAKAGE. PART A & PART B MUST PASS FOR THE TEST TO BE CONSIDERED SUCCESSFUL.

LEAKAGE TESTS SHALL BE CONDUCTED ON A SCHEDULE AGREED UPON BY THE SRU INSPECTOR, ENGINEER OR ENGINEER'S REPRESENTATIVE AND THE CONTRACTOR. CITY/SRU INSPECTION IS REQUIRED DURING THE TESTS WITH A MINIMUM 48-HOUR NOTICE (2 BUSINESS DAYS).

WATER SERVICES (TAP, SERVICE LINE AND METER SETTER) SHALL BE INSTALLED PRIOR TO WATER LINE LEAKAGE TEST.

THE PIPE SHALL BE FILLED WITH POTABLE WATER FOR A PERIOD OF 24 HOURS BEFORE TESTING BEGINS. IT SHALL BE ENSURED THAT THE PIPE IS FULL OF WATER AND ALL AIR HAS BEEN REMOVED BEFORE TESTING. CONTRACTOR SHALL PRETEST THE WATER LINE PRIOR TO SCHEDULING A TEST WITH ENGINEER AND SRU INSPECTOR.

THE WATER LINE SHALL BE TESTED AT 1.25 TIMES THE HIGHEST WORKING PRESSURE ALONG THE SECTION, OR 200 PSIG, WHICHEVER IS GREATER. THE TEST SHALL BE OF AT LEAST 2 HOURS DURATION AND THE PRESSURE MAY NOT DROP MORE THAN 5 PSIG DURING THE TEST.

ALL EXPOSED PIPE, FITTINGS, VALVES AND HYDRANTS SHALL BE VISUALLY EXAMINED DURING THE TEST.

PIPE HAVING MORE THAN ALLOWED LEAKAGE SHALL BE REPAIRED. ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE.

ITEM	MINIMUM ADVANCE FREQUENCY	NCDOT/CITY/SRU PRESENCE REQUIRED	MIN. NOTICE (*4)
WATER			
FLUSHING (*1)	AT END OF CONSTRUCTION (*2)	YES	1 HOUR
PRESSURE TESTING (*1)	AT END OF CONSTRUCTION	YES	48 HOURS
STERILIZATION (*1) LAB CONFIRMATION OF FREE CHLORINE LEVEL	AT END OF CONSTRUCTION	YES	24 HOURS
BACTERIOLOGICAL TESTING (LAB)	AT END OF CONSTRUCTION 8:00 AM TO 12:00 PM MONDAY - THURSDAY	YES	1 HOUR
SANITARY SEWER GRAVITY			
CCTV (*3)	AT END OF CONSTRUCTION (*2)	YES	48 HOURS
AIRTEST (*1)	AT END OF CONSTRUCTION	YES	48 HOURS
DEFLECTION	NO SOONER THAN 30 DAYS AFTER FINAL BACKFILL	YES	48 HOURS
MANHOLE VACUUM TESTING	DURING OR AT THE END OF CONSTRUCTION	YES	48 HOURS



PROJECT REFERENCE NO. U-5738	SHEET NO. UC-3
DESIGNED BY: WAP	
DRAWN BY: WAP	
CHECKED BY: MET	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	

11. VALVES
VALVES SHALL BE FIELD TESTED AS DIRECTED BY AWWA SPECIFICATION C500 AND C504 AS APPLICABLE.

(A) DURING THE LAST STAGES OF THE TEST AND WITHOUT ANY REDUCTION IN PRESSURE, FIRST THE HYDRANT VALVES WILL BE CLOSED, THEN PROGRESSING IN AN ORDERLY MANNER FROM THE END OPPOSITE FROM THE TEST PUMP, EACH MAIN LINE VALVE WILL BE CLOSED AND PRESSURE RELEASED TO DETERMINE IF IT IS HOLDING PRESSURE (MINIMUM 30 MINUTES).

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

12. STERILIZATION
SAMPLING TAPS SHALL BE PROVIDED EVERY 1,000 FEET AND AT THE END OF EACH BRANCH. TAPS SHALL BE LOCATED AND CONSTRUCTED SO SAMPLES MAY BE EASILY COLLECTED WITHOUT DANGER TO PERSONNEL OR LIKELIHOOD OF SAMPLE CONTAMINATION.

SAMPLING TAPS MAY BE USED AS BLOW-OFFS. THE NUMBER AND LOCATION OF THE TAPS/BLOW-OFFS MUST BE APPROVED BY THE SRU INSPECTOR. HYDRANTS MAY NOT BE USED FOR BACTERIOLOGICAL SAMPLING.

ALL PARTS OF A POTABLE WATER SYSTEM (INCLUDING SERVICE LINES) SHALL BE STERILIZED IN ACCORDANCE WITH AWWA C601 AND THESE SPECIFICATIONS. PREVENTIVE AND CORRECTIVE MEASURES DURING CONSTRUCTION (AWWA C601) SHOULD BE ADHERED TO DURING CONSTRUCTION TO ENSURE SUCCESS OF THE STERILIZATION PROCESS.

LINES SHALL BE INITIALLY CHLORINATED TO 100 MG/L.

LINES MUST HAVE A MINIMUM FREE CHLORINE RESIDUAL OF 24 MG/L AFTER 24 HOURS.

- *1 - SCHEDULE OF WATER USE, INCLUDING ESTIMATE OF AMOUNT, RATE, DAY, TIME AND DURATION MUST BE FILED TEN (10) DAYS PRIOR TO NEED. WATER USE IS SUBJECT TO CITY OF SALISBURY APPROVAL AND AT PREVAILING RATES.
- *2 - OR AS SCHEDULED WITH THE SRU INSPECTOR.
- *3 - AS DIRECTED BY SRU INSPECTOR.
- *4 - MINIMUM NOTICE - SUBJECT TO THE AVAILABILITY OF A SRU INSPECTOR.

UTILITY CONSTRUCTION

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EXHIBIT A

AGREEMENT PLANS

12. (CONTINUED) WHEN THE CONTRACTOR HAS DETERMINED THAT THE LINE HAS BEEN CHLORINATED TO THE PROPER LEVEL, HE SHALL REQUEST A LABORATORY CONFIRMATION OF THE FREE CHLORINE LEVEL. ADVANCE NOTICE SHALL BE GIVEN TO THE SRU INSPECTOR PRIOR TO REQUESTING SAMPLING FOR CHLORINE LEVEL CONCENTRATION (ON SITE TEST) AS REQUIRED IN THE SCHEDULE OF TESTS AND NOTIFICATIONS. IN LIEU OF USING CITY RESOURCES, THE CONTRACTOR MAY USE AN APPROVED CERTIFIED TESTING LAB; HOWEVER, CITY/SRU INSPECTION OF THE TEST IS REQUIRED.

AFTER THE REQUIRED CONTACT TIME (24 HOURS), THE CONTRACTOR SHALL HAVE THE CHLORINE RESIDUAL TESTED AND IF THE CHLORINE LEVELS ARE AT LEAST 24 MG/L THEN THE CONTRACTOR CAN FLUSH THE LINE AND ALL APPURTENANCES WITH SALISBURY DISTRIBUTION WATER UNTIL COMPLETELY PURGED.

NO BACTERIOLOGICAL SAMPLES WILL BE COLLECTED AT POINTS WHERE THE FREE CHLORINE RESIDUAL EXCEEDS THE AMBIENT DISTRIBUTION SYSTEM FREE RESIDUAL BY MORE THAN 0.5 MG/L.

CARE MUST BE TAKEN TO DISCHARGE THE CHLORINATED WATER IN A MANNER WHICH WILL NOT ENDANGER PLANT OR ANIMAL LIFE OR BE UNSAFE. CHLORINATED WATER MUST BE DISCHARGED IN AN ENVIRONMENTALLY SAFE MANNER AND IN ACCORDANCE WITH ALL FEDERAL, STATE, AND/OR LOCAL LAWS AND REGULATIONS. CHLORINATED STERILIZATION WATER SHALL NOT BE DISCHARGED INTO THE CITY'S SEWER OR STORM DRAIN SYSTEMS. CONTRACTOR MUST TREAT THE CHLORINATED WATER TO MEET NORTH CAROLINA QUALITY DISCHARGE STANDARDS.

BACTERIOLOGICAL TESTING/SAMPLING SHALL BE REQUESTED ON THE SAME DAY THE LINE IS FLUSHED. BACTERIOLOGICAL TESTING WILL BE PERFORMED BY THE CITY/SRU LABORATORY MONDAY THROUGH THURSDAY PRIOR TO 12:00 P.M. AT LEAST 24-HOUR NOTICE SHALL BE GIVEN THE SRU INSPECTOR/LAB PRIOR TO SAMPLING. THE SRU INSPECTOR WILL COLLECT AND DELIVER THE SAMPLES TO THE LAB (TESTING FEE APPLIES).

EACH SAMPLE SHALL BE MARKED LEGIBLY, IDENTIFYING WITH LETTERS OR NUMBERS EACH SAMPLING POINT.

UTILITY CONSTRUCTION



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PROJECT REFERENCE NO.	SHEET NO.
U-5738	UC-3A
DESIGNED BY: WAP	
DRAWN BY: WAP	
CHECKED BY: MET	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	
UTILITY CONSTRUCTION PLANS ONLY	

WATER LINES - GENERAL NOTES:

13. SANITARY SEWER FLUSHING AT COMPLETION OF WORK, LINES SHALL BE THOROUGHLY CLEANED BY FLUSHING WITH WATER TO REMOVE ALL DIRT AND DEBRIS. PIPELINE SHALL BE FLUSHED AT A RATE OF AT LEAST 2.5 FEET PER SECOND FOR A DURATION SUITABLE TO THE NCDOT/SRU INSPECTOR. CITY WATER MAY BE USED (WHEN AVAILABLE AND A BULK WATER PERMIT IS PURCHASED) TO FLUSH SEWER LINES OR AN APPROVED SOURCE OF NON-POTABLE WATER (WATER MUST BE FREE OF ANY CHEMICALS, SILT, OR DEBRIS) MY BE USED TO FLUSH SEWER LINES. ALL FLUSH WATER MUST BE COLLECTED IN A PLEGGED MANHOLE AND PUMPED OUT. SEWER FLUSH WATER SHALL NOT BE ALLOWED TO ENTER THE CITY'S SEWER SYSTEM.

14. SANITARY SEWER OBSTRUCTIONS/VISUAL INSPECTION. THE PIPE SHALL BE VISUALLY INSPECTED FROM MANHOLE TO MANHOLE USING LIGHTS, MIRRORS, OR OTHER DEVICES (CCTV) FOR VISUAL INSPECTION. ALL OBSTRUCTIONS SHALL BE REMOVED, AND THE LINES FROM ONE MANHOLE TO THE NEXT SHALL EXHIBIT A FULLY CIRCULAR PATTERN. LINES WHICH DO NOT EXHIBIT A TRUE LINE AND GRADE OR HAVE STRUCTURAL DEFECTS SHALL BE CORRECTED TO MEET SPECIFICATIONS. THE NCDOT/SRU INSPECTOR MAY REQUIRE INSPECTION BY TELEVISION CAMERA (CCTV) OF ANY SEWER LINES OR LATERALS.

THE CCTV EQUIPMENT MUST PROVIDE ADEQUATE LIGHT FOR THE CAMERA AND BE OF HIGH VIDEO QUALITY (INCLUDING THE VIDEO TAPES OR DVD) TO PROPERLY SHOW THE INSIDE OF THE PIPE. EACH LINE AND LATERAL MUST BE MARKED WITH AN IDENTIFYING NUMBER AND SHOWN ON THE VIDEO TAPE OR DVD AND A LOG OF ANY PROBLEMS FOUND, ALONG WITH THE LINE NUMBER AND FOOTAGE AND/OR LATERAL NUMBER MUST BE INCLUDED WITH THE VIDEO TAPES OR DVD. ALL TESTING SHALL BE DONE AT NO COST TO THE NCDOT, SRU NOR CITY OF SALISBURY.

15. SANITARY SEWER LEAKAGE LEAKAGE TESTS SHALL BE CONDUCTED ON A SCHEDULE AGREED UPON BY THE NCDOT/SRU INSPECTOR, ENGINEER, AND THE CONTRACTOR. ENGINEER OR THE ENGINEER'S DESIGNATED REPRESENTATIVE MUST BE ON SITE FOR ALL REQUIRED TESTING. NCDOT/SRU INSPECTION IS REQUIRED DURING LEAKAGE TESTS. LOW PRESSURE AIR TESTING SHALL BE USED TO TEST FOR LEAKAGE IN SEWER LINES AND LATERALS. THE TEST SHALL BE IN ACCORDANCE WITH ASTM F 1417 AS MODIFIED HEREIN. THE PIPELINE IS CONSIDERED ACCEPTABLE IF WHEN TESTED AT A PRESSURE OF 4.0 PSI (OR GREATER THAN THE AVERAGE BACK PRESSURE OF ANY GROUND WATER THAT MAY SUBMERGE THE PIPE) THE SECTION UNDER TEST DOES NOT LOSE MORE THAN 0.5 PSIG WITHIN THE ALLOTTED TEST TIME (SEE APPENDIX B). NCDOT/SRU INSPECTION OF THE TEST IS REQUIRED.

16. SANITARY SEWER DEFLECTION TEST NO SOONER THAN THIRTY(30) DAYS AFTER FINAL BACK FILL 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 95 PERCENT OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF PIPE DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, TO WHICH THE PIPE IS MANUFACTURED. THE PIPE SHALL BE MEASURED IN COMPLIANCE WITH ASTM D2122 STANDARD TEST METHOD OF DETERMINING DIMENSIONS OF THERMOPLASTIC PIPE AND FITTINGS. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES. VERTICAL DEFLECTION SHALL NOT EXCEED 5% OF THE INSIDE PIPE DIAMETER. PIPE EXCEEDING THE ALLOWABLE LIMIT SHALL BE REPAIRED AND RE TESTED. ENGINEER OR THE ENGINEER'S DESIGNATED REPRESENTATIVE MUST BE ON SITE FOR ALL REQUIRED TESTING. NCDOT/SRU INSPECTION OF THE TEST IS REQUIRED.

17. 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 PRECAST BASE SECTIONS OR Poured-IN-PLACE BASE, SHALL BE VACUUM TESTED. ALL LIFT HOLES SHALL BE PLUGGED WITH A NON-SHRINK GROUT. ALL PIPES ENTERING OR LEAVING THE MANHOLE SHALL BE PLUGGED, TAKING CARE TO SECURELY BRACE THE PLUG FROM BEING DRAWN INTO THE MANHOLE DURING THE TEST. CITY INSPECTION OF THE TEST IS REQUIRED WITH A 48 HOUR MINIMUM NOTICE. ALL MANHOLES REGARDLESS OF SEWER LINE SIZE (PUBLIC OR PRIVATE) SHALL BE TESTED AND INSPECTED TO NCDOT/SRU UNIFORM CONSTRUCTION STANDARDS AND SPECIFICATIONS REQUIREMENTS.

1. THE VACUUM EQUIPMENT TEST HEAD SHALL BE PLACED AT THE INSIDE OF THE TOP OF THE CONE SECTION, THE SEAL INFLATED IN ACCORDANCE WITH THE MANUFACTURE'S RECOMMENDATIONS.
2. A VACUUM OF 10-INCHES OF MERCURY SHALL BE DRAWN AND THE VACUUM PUMP SHUT OFF.
3. WITH THE VALVES CLOSED, THE TIME SHALL BE MEASURED FOR THE VACUUM TO DROP TO 9-INCHES OF MERCURY.
4. THE TEST TIME SHALL BE CORRELATED TO THE MANHOLE AS FOLLOWS:
48" = 60 SECONDS, 60" = 75 SECONDS
72" = 97 SECONDS, 96" = 133 SECONDS
120" = 170 SECONDS
5. IF THE MANHOLE FAILS THE INITIAL TEST, NECESSARY REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE WITH AN APPROVED NON-SHRINK GROUT ON THE OUTSIDE OF THE MANHOLE WHILE THE MANHOLE IS BEING DRAWN.
6. THE RE-TESTING AND REPAIRING SCHEDULE CYCLE SHALL CONTINUE UNTIL THE MANHOLE PASSES THE TEST.

1. Concrete blocking (3000 psi) to be placed at all bends or as required unless Mega Lugs or restrained joints are used.
2. Standard depth of cover to be 3 feet except at valve or hydrant locations or other special situations. Cover is based on elevation below edge or pavement or as indicated on the plans.
3. Provide poured in place concrete pads (18" x 18" x 6") (or concrete "donuts" may be used as an alternative at the discretion of the Utilities Inspector) at all valve boxes.
4. Extensions for valve boxes, when required, are to be valve boxes or DIP (no PVC or C900).
5. All pavement cuts, concrete or asphalt, are to be replaced according to the standard details or as required by the North Carolina Department of Transportation.
6. Pavement cuts are to be replaced immediately after backfilling of initial cut either with permanent replacement or a temporary replacement of 10" of base if approved by the City (for City maintained streets) or DOT (for state maintained streets).
7. Repairs to main breaks:
 - (a) Solid sleeves to be used for connecting spigot ends shall be of the long body type.
 - (b) All repairs shall be inspected by City before backfilling.
8. In any instance where it will be necessary to have the water shut off on existing mains in order to make a tie-in, the work must be done by City forces or a contractor working for the City, scheduled 48 hours to 7 days in advance depending on the location and types of businesses that will be affected.
9. When a water main crosses an existing sewer main, the contractor is to replace the sewer pipe spanning the ditch with ductile pipe when the following conditions occur:
 - (a) Anytime a water main is installed under a sewer main.
 - (b) When a water main is over a sewer main and the vertical distance between the two mains is 18" or less (minimum 12" clearance between water and sewer lines).

10. Water mains shall be installed 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 disinfected and hydrostatically tested in accordance with all State and City of Salisbury requirements.

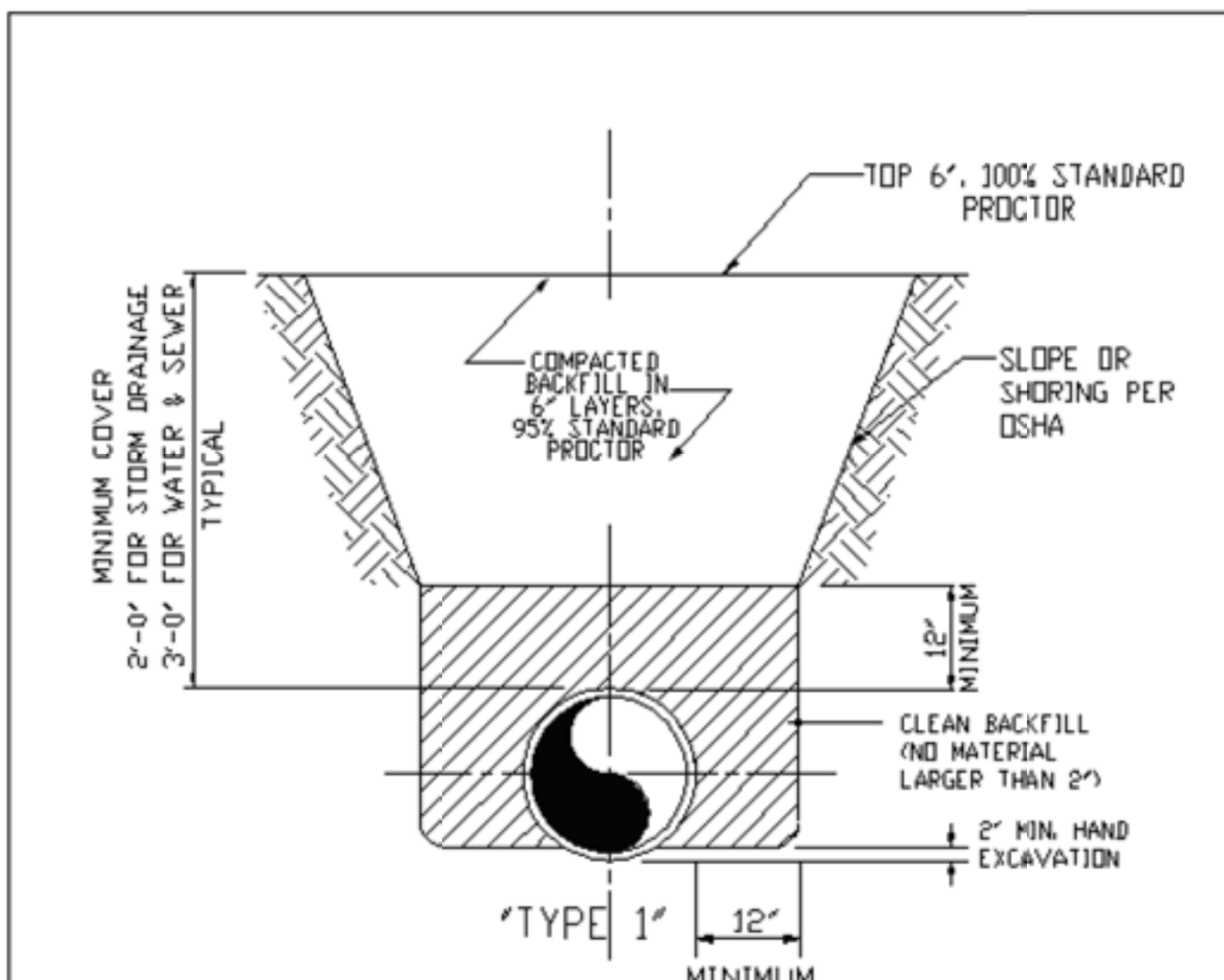
12. All plans shall meet all Federal, State, City of Salisbury, and Salisbury-Rowan Utilities regulations, design criteria, and construction standards.

UTILITY CONSTRUCTION

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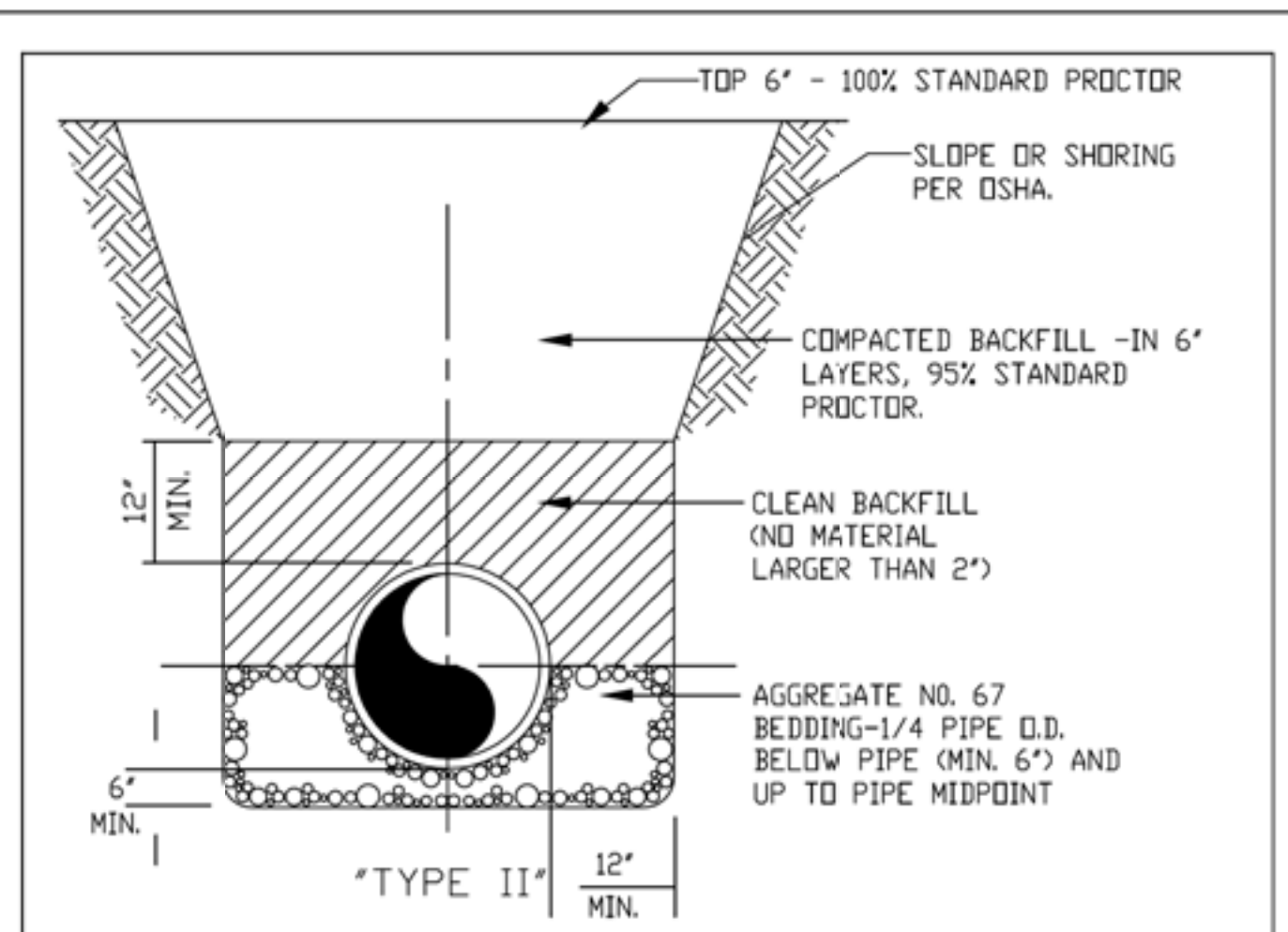
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AGREEMENT PLANS



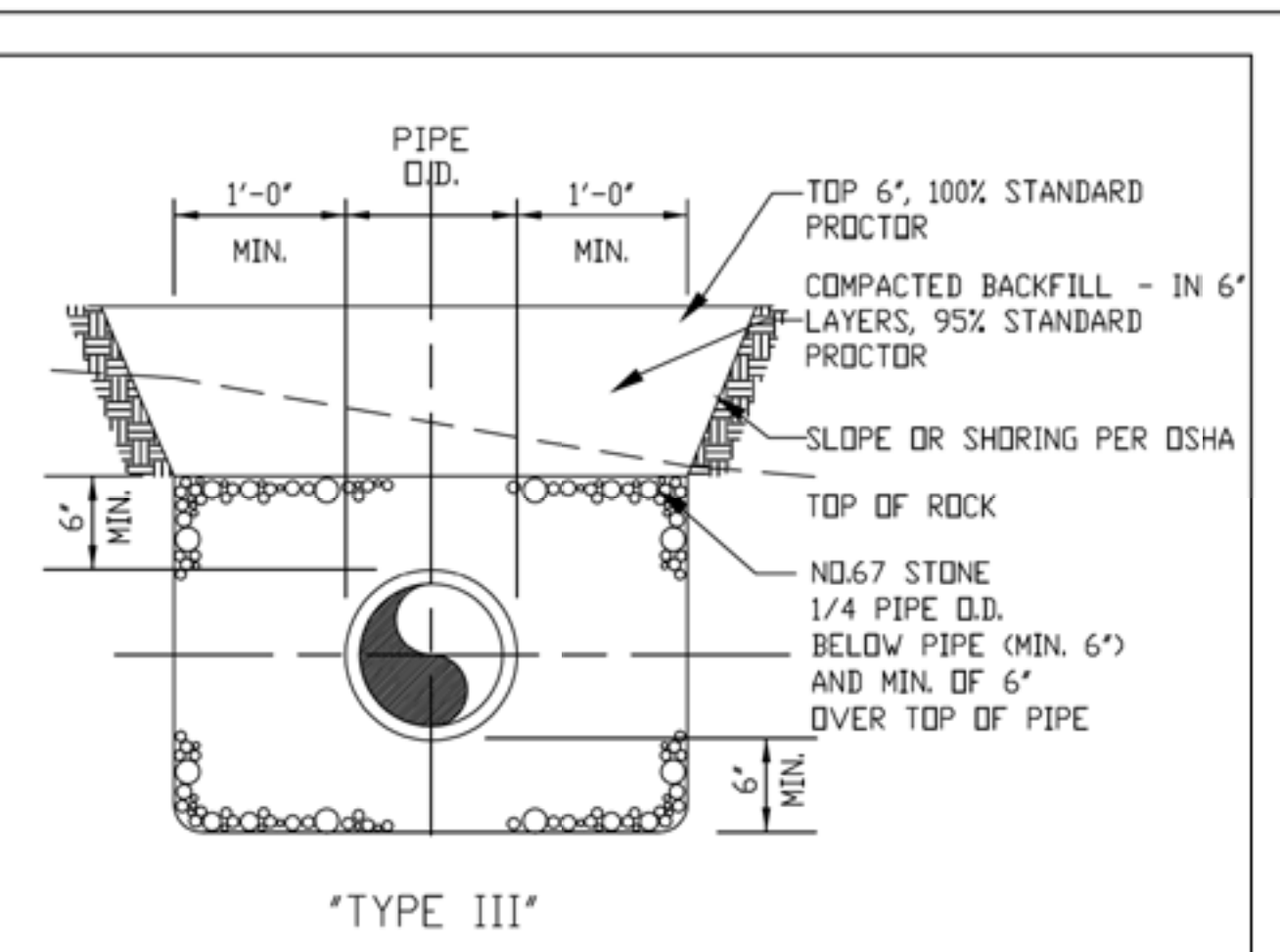
- NOTES:**
- FOR USE WITH ALL DIP, RCP AND VCP UNLESS CONDITIONS OF POOR OR SATURATED SOIL OR ROCK ARE PRESENT.
 - HAND EXCAVATE TO CONFORM TO PIPE BARREL.
 - EXCAVATE AT PIPE BELLS SO BELL DOES NOT SUPPORT PIPE.
 - TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS. SUPPORT OR SHORE WHEN TRENCH IS MORE THAN 5' DEEP AND 8' LONG. BEGIN SIDE SLOPE, IF USED, APPROX. 18" ABOVE TOP OF PIPE.
 - BACKFILL OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER THE PIPE IS LAID. COMPACTION REQUIREMENTS SHALL BE ATTAINED BY THE USE OF MECHANICAL TAMPS ONLY. EACH AND EVERY LAYER OF BACKFILL SHALL BE PLACED LOOSE IN 6" LAYERS AND THOROUGHLY COMPACTED INTO PLACE.
 - UNDER NO CIRCUMSTANCES SHALL WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE PIPE HAS BEEN PLACED.
 - ALL MATERIAL SHALL HAVE AN IN PLACE DENSITY OF 100% TO A DEPTH 6" BELOW THE FINISHED GRADE OF BACKFILL MATERIAL, AND 95% AT GREATER THAN 6" BELOW GRADE.

CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: JANUARY 1, 1991
PIPELINE INSTALLATION		NOT TO SCALE
TYPE 1 BEDDING		STANDARD P-1



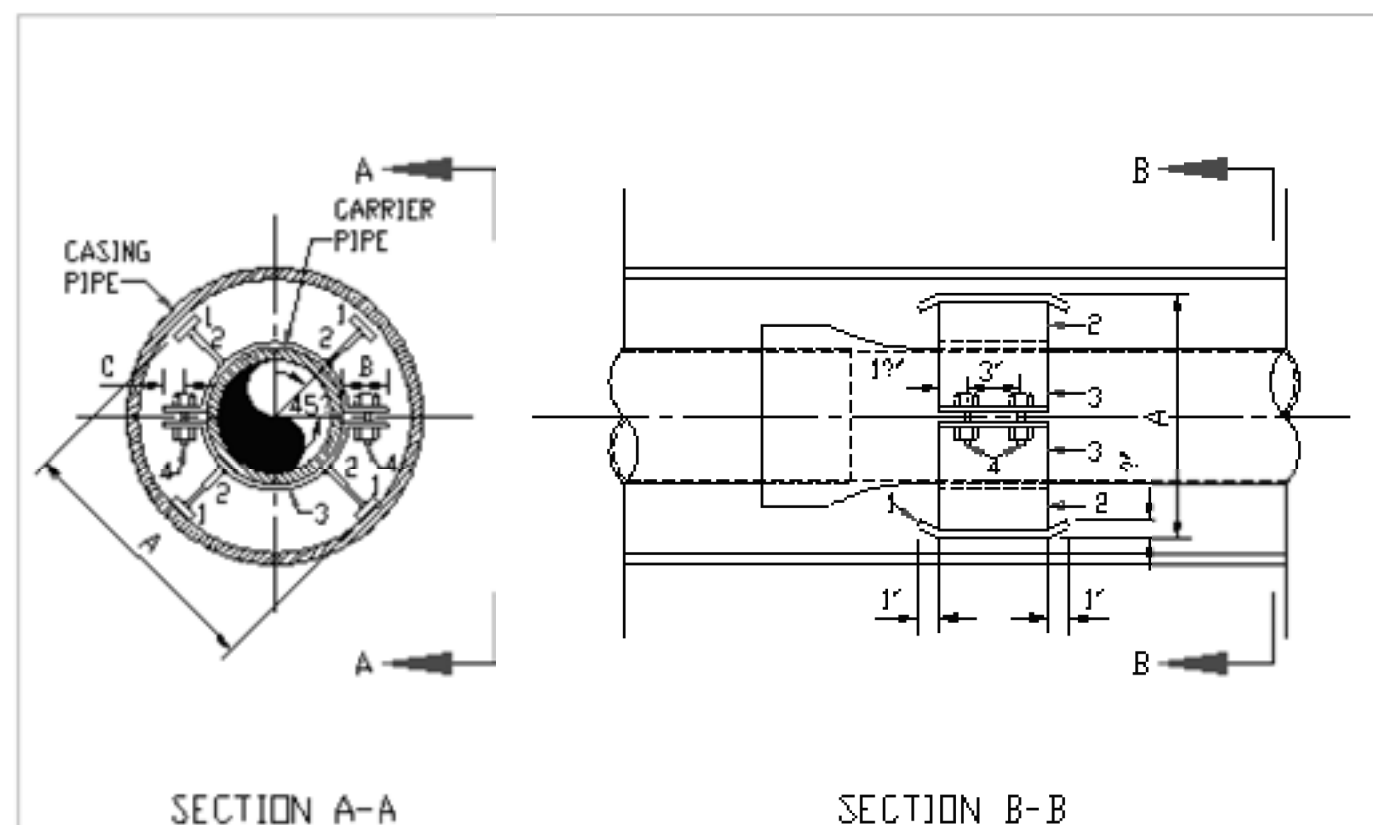
- NOTES:**
- FOR USE WITH ALL PVC WATER PIPE, UNLESS CONDITIONS OF POOR OR SATURATED SOIL OR ROCK ARE PRESENT.
 - TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS. SUPPORT OR SHORE WHEN TRENCH IS MORE THAN 5' DEEP AND 8' LONG. BEGIN SIDE SLOPE, IF USED, APPROX. 18" ABOVE TOP OF PIPE.
 - BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER THE PIPE IS LAID. COMPACTION REQUIREMENTS SHALL BE ATTAINED BY THE USE OF MECHANICAL TAMPS ONLY. EACH AND EVERY LAYER OF BACKFILL SHALL BE PLACED LOOSE IN 6" LAYERS AND THOROUGHLY COMPACTED INTO PLACE.
 - UNDER NO CIRCUMSTANCES SHALL WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE PIPE HAS BEEN PLACED.
 - ALL MATERIAL SHALL HAVE AN IN PLACE DENSITY OF 100% TO A DEPTH 6" BELOW THE FINISHED GRADE OF THE BACKFILL MATERIAL, AND 95% AT GREATER THAN 6" BELOW GRADE.

CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: JANUARY 1, 1991
PIPELINE INSTALLATION		NOT TO SCALE
TYPE II BEDDING		STANDARD P-2



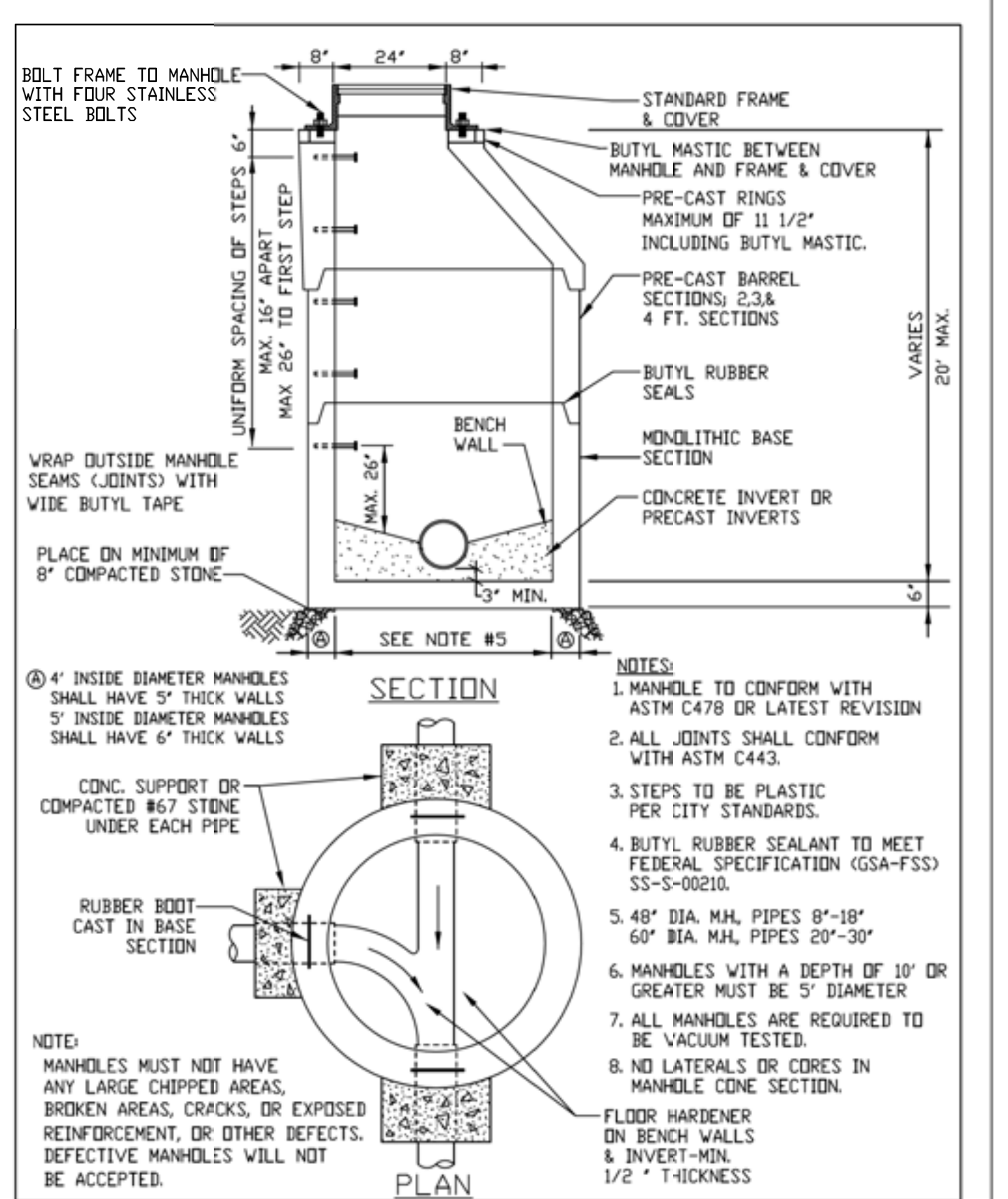
- NOTES:**
- FOR USE WITH ALL PVC GRAVITY SEWER AND SEWER FORCE MAIN PIPE AND WHEN CONDITIONS OF POOR OR SATURATED SOIL OR ROCK ARE PRESENT, REGARDLESS OF PIPE MATERIAL.
 - TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS. SUPPORT OR SHORE WHEN TRENCH IS MORE THAN 5' DEEP AND 8' LONG. BEGIN SIDE SLOPE, IF USED, APPROX. 18" ABOVE TOP OF PIPE.
 - BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER THE PIPE IS LAID. COMPACTION REQUIREMENTS SHALL BE ATTAINED BY THE USE OF MECHANICAL TAMPS ONLY. EACH AND EVERY LAYER OF BACKFILL SHALL BE PLACED LOOSE IN 6" LAYERS AND THOROUGHLY COMPACTED INTO PLACE.
 - UNDER NO CIRCUMSTANCES SHALL WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE PIPE HAS BEEN PLACED.
 - ALL MATERIAL SHALL HAVE AN IN PLACE DENSITY OF 100% TO A DEPTH 6" BELOW THE FINISHED GRADE OF THE BACKFILL MATERIAL, AND 95% AT GREATER THAN 6" BELOW GRADE.

CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: JANUARY 1, 1991
PIPELINE INSTALLATION		NOT TO SCALE
TYPE III BEDDING		STANDARD P-3

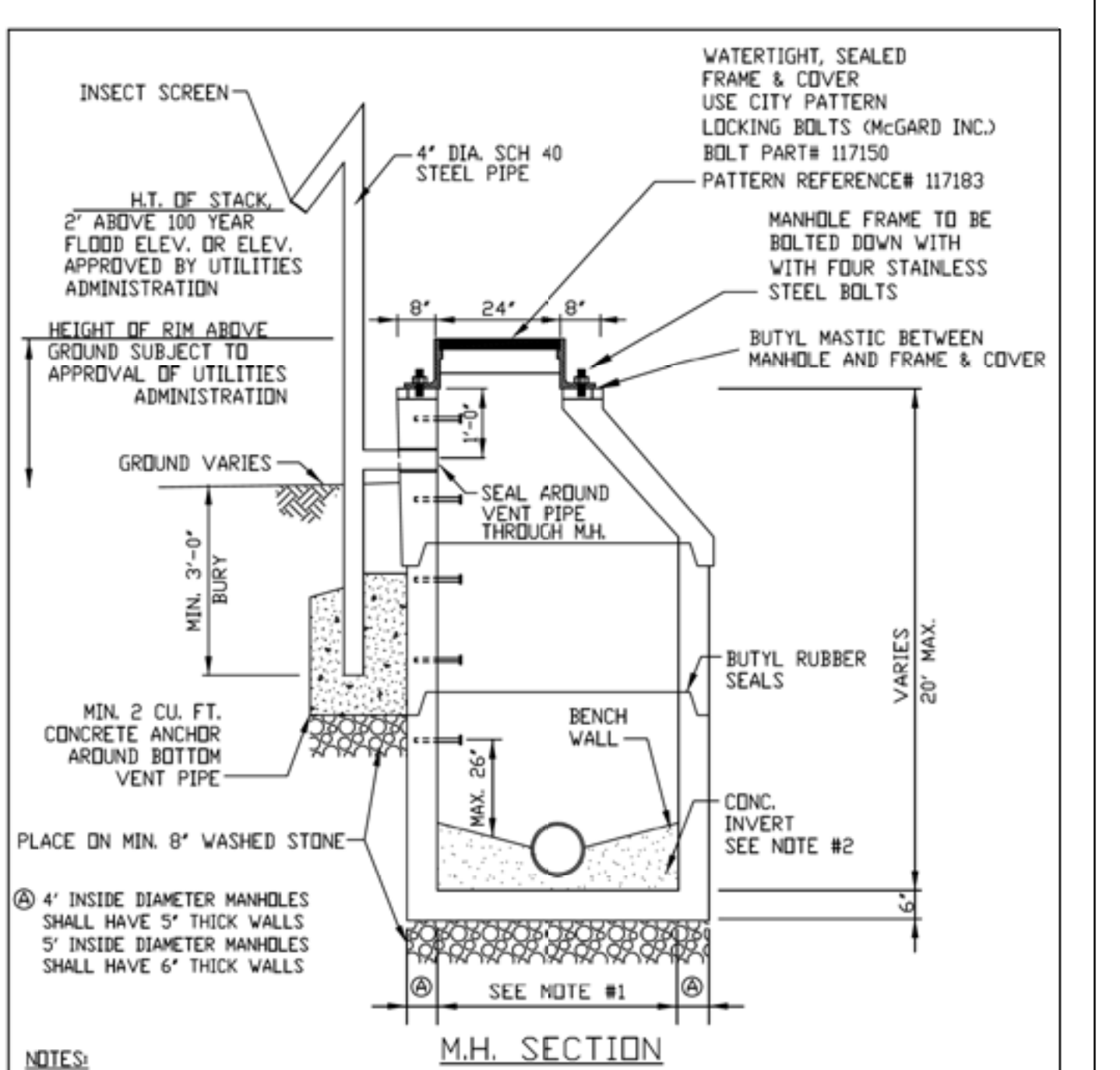


CARRIER PIPE	CASING PIPE		PIPE SUPPORT ASSEMBLY MARK NUMBERS	DIMENSIONS		
	OD	WALL TH		A	B	C
4"	4.80"	0.188"	8" x 2" x 2"	10.90"	11"	11"
6"	6.30"	0.188"	8" x 2" x 2"	10.90"	11"	11"
8"	8.00"	0.250"	8" x 2" x 2"	14.05"	11"	11"
10"	11.00"	0.250"	8" x 2" x 2"	16.30"	11"	11"
12"	13.20"	0.250"	8" x 2" x 2"	17.70"	11"	11"
14"	15.20"	0.250"	8" x 2" x 2"	21.00"	21"	11"
16"	17.40"	0.312"	8" x 2" x 2"	27.40"	3"	11"
18"	19.50"	0.312"	8" x 2" x 2"	27.50"	3"	11"
20"	21.60"	0.312"	8" x 2" x 2"	27.60"	3"	11"
24"	25.80"	0.275"	8" x 4" x 2"	32.05"	3"	11"
30"	32.80"	0.469"	10" x 2" x 2"	32.75"	3"	11"
36"	38.30"	0.500"	10" x 2" x 2"	45.05"	3"	11"

CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: JANUARY 1, 1991
PIPELINE INSTALLATION		NOT TO SCALE
PIPE SUPPORT ASSEMBLY		STANDARD P-6



CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: OCTOBER 17, 2006 AMENDED: MAY 19, 2009
SEWER SYSTEMS		NOT TO SCALE
PRECAST MANHOLE		STANDARD SS-1



- NOTES:**
- 4'-0" I.D. FOR 18" & SMALLER PIPES. 5'-0" I.D. FOR 21" & LARGER PIPES.
 - PRECAST CONCRETE INVERTS MAY BE USED IN LIEU OF POURED BASES.
 - MANHOLES MUST NOT HAVE ANY LARGE CHIPPED AREAS, BROKEN AREAS, CRACKS, OR EXPOSED REINFORCEMENT, OR OTHER DEFECTS. DEFECTIVE MANHOLES WILL NOT BE ACCEPTED.
 - STEEL PIPE TO HAVE AN INSIDE COAL-TAR LINING, 3/32 INCH MINIMUM THICKNESS. THE OUTSIDE SHALL BE SAND OR GRIT BLASTED AND COATED WITH TWO COATS OF URETHANE PAINT SUCH AS TNEC 73-EN-DURA SHIELD FOR A TOTAL DRY FILM THICKNESS OF 5 MILS. COLOR TO BE 'OLIVE GREEN'.
 - MANHOLES WITH A DEPTH OF 10.0' OR GREATER MUST BE 5' DIAMETER.
 - WRAP OUTSIDE MANHOLE SEAMS (JOINTS) WITH A WIDE BUTYL TAPE.

CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: OCTOBER 17, 2006 AMENDED: MAY 19, 2009
SEWER SYSTEMS		NOT TO SCALE
MANHOLE VENT		STANDARD SS-4

PROJECT REFERENCE NO.	SHEET NO.
U-5738	UC-3B
DESIGNED BY: WAP	
DRAWN BY: WAP	
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APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITY CONSTRUCTION PLANS ONLY	

UTILITY CONSTRUCTION

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PROJECT TYPICAL DETAILS

EXHIBIT A

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PROJECT
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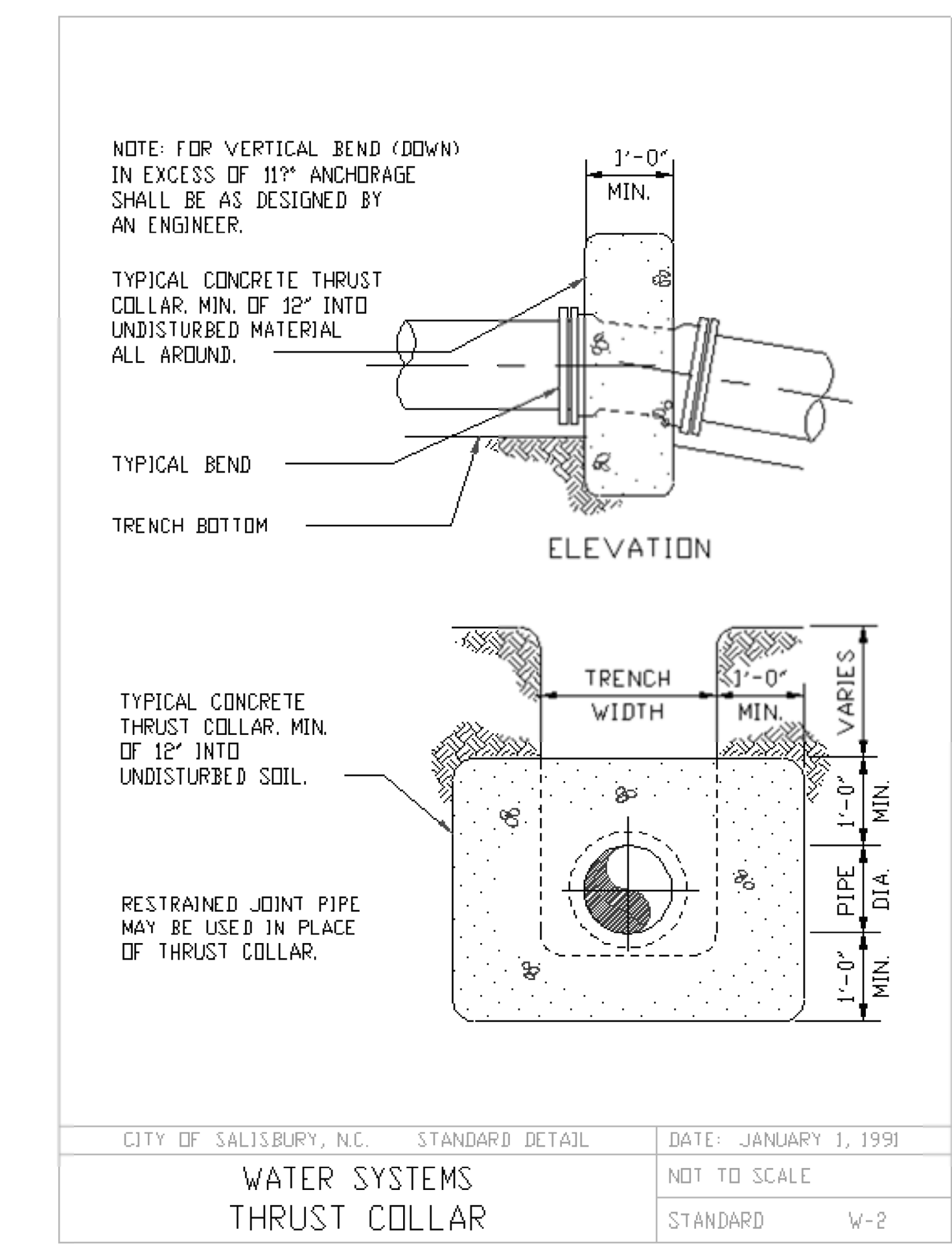
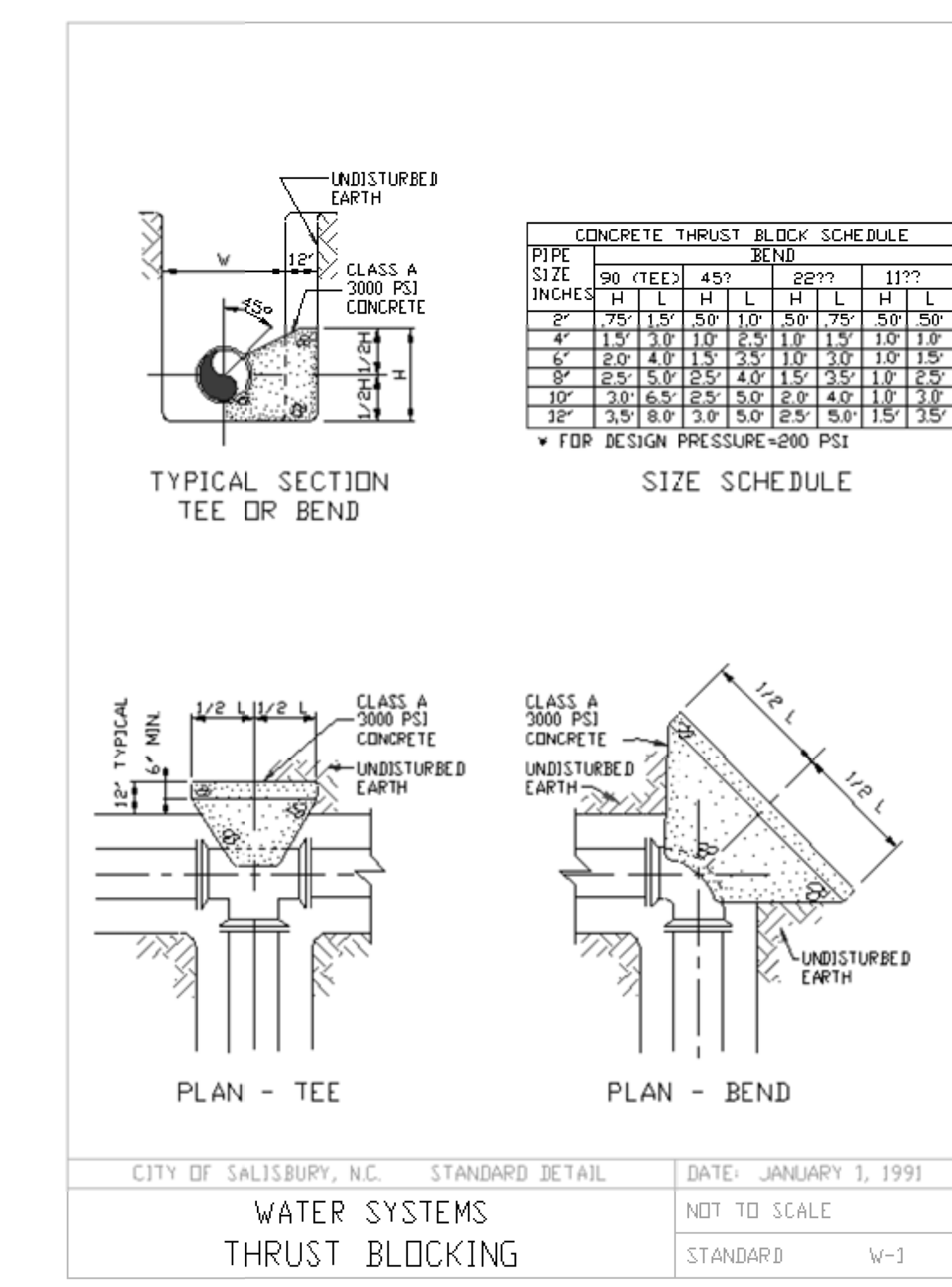
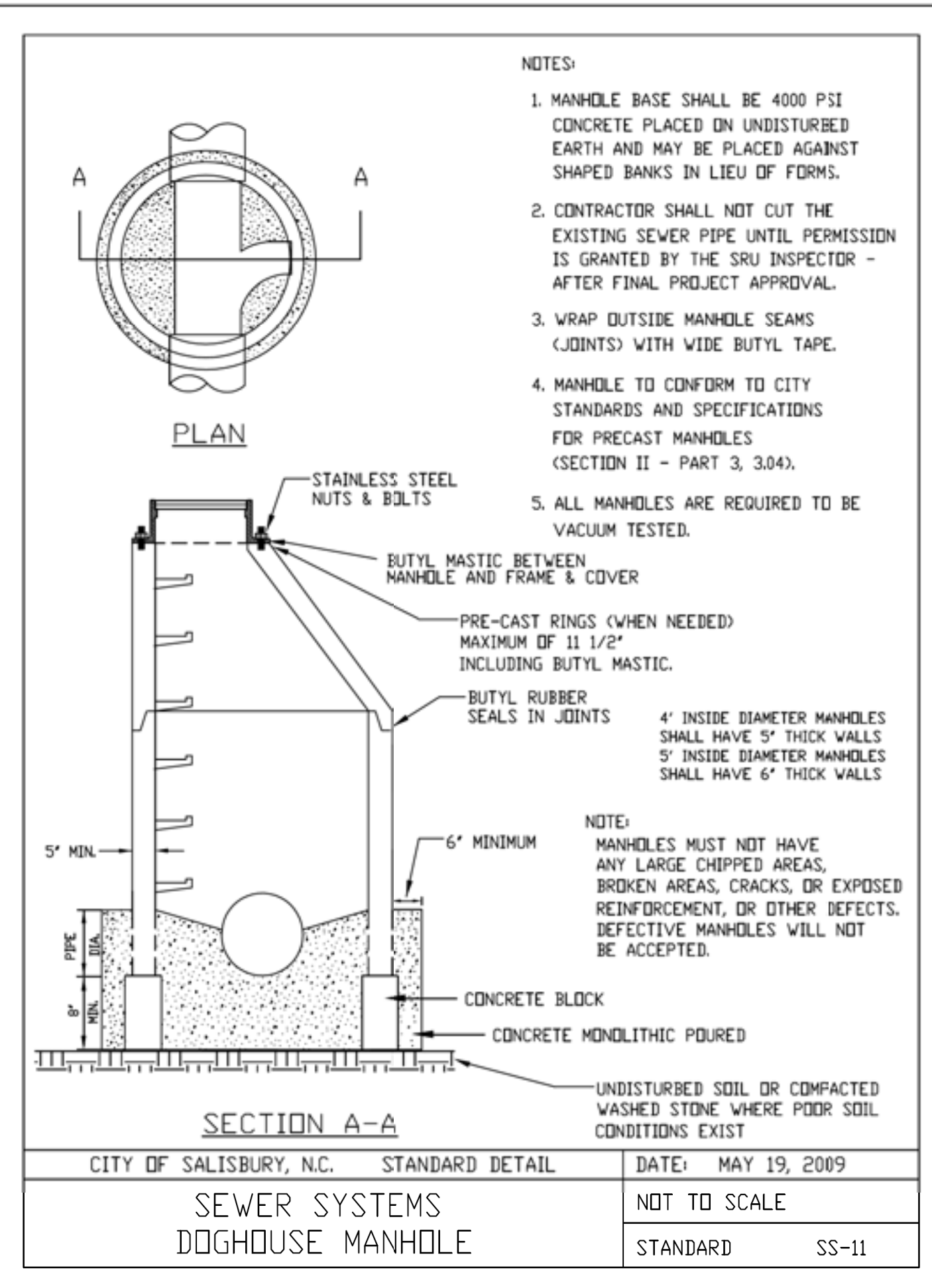
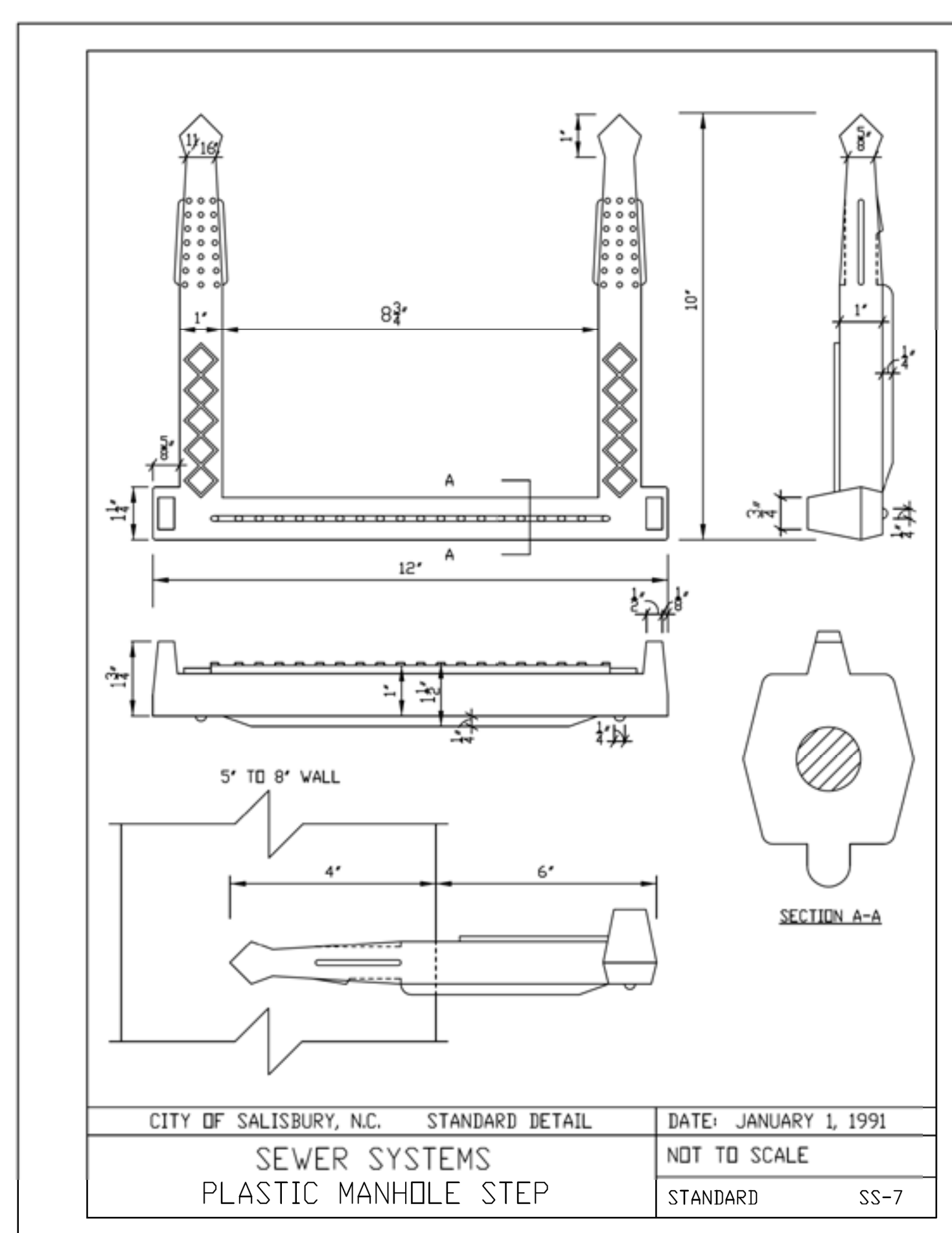
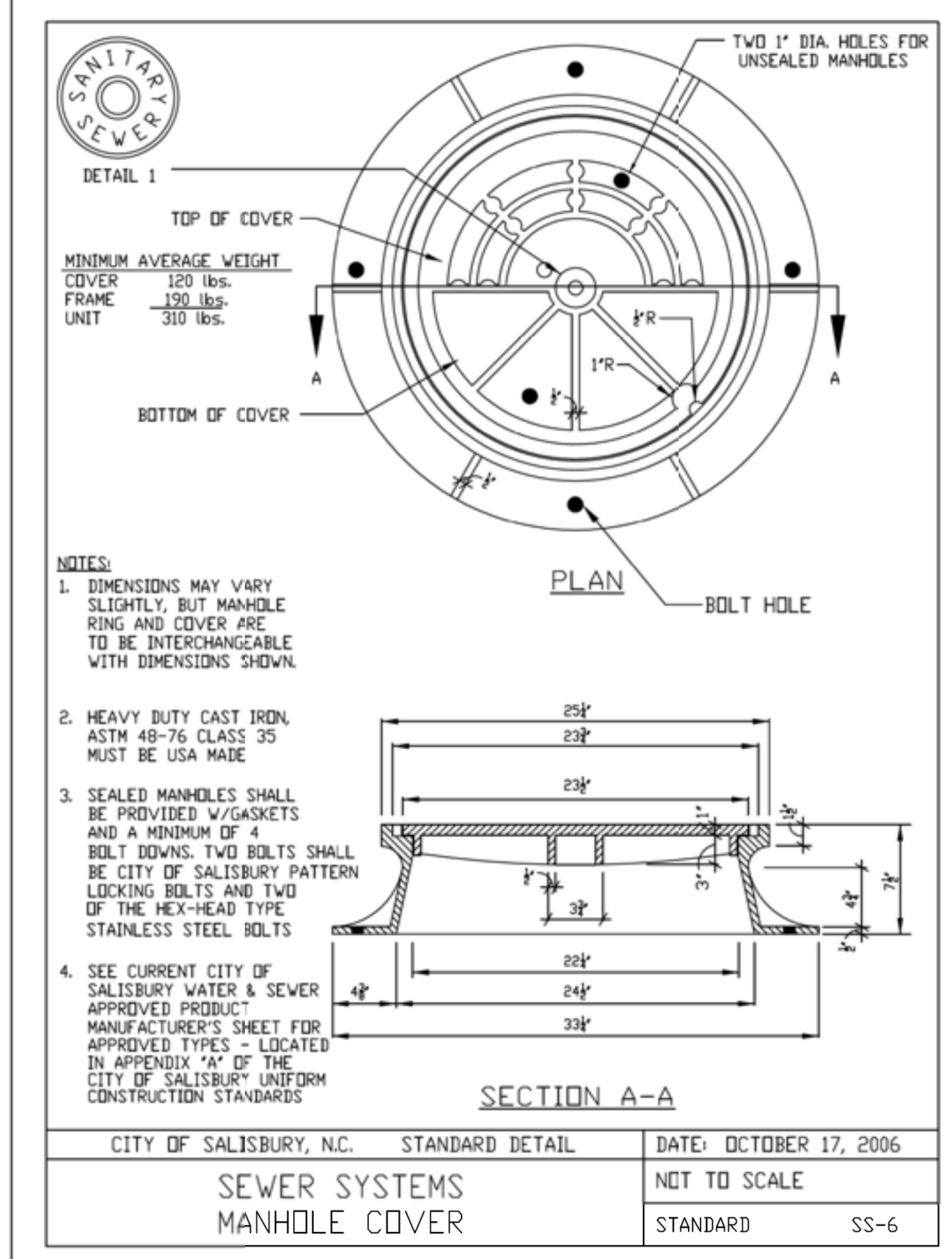
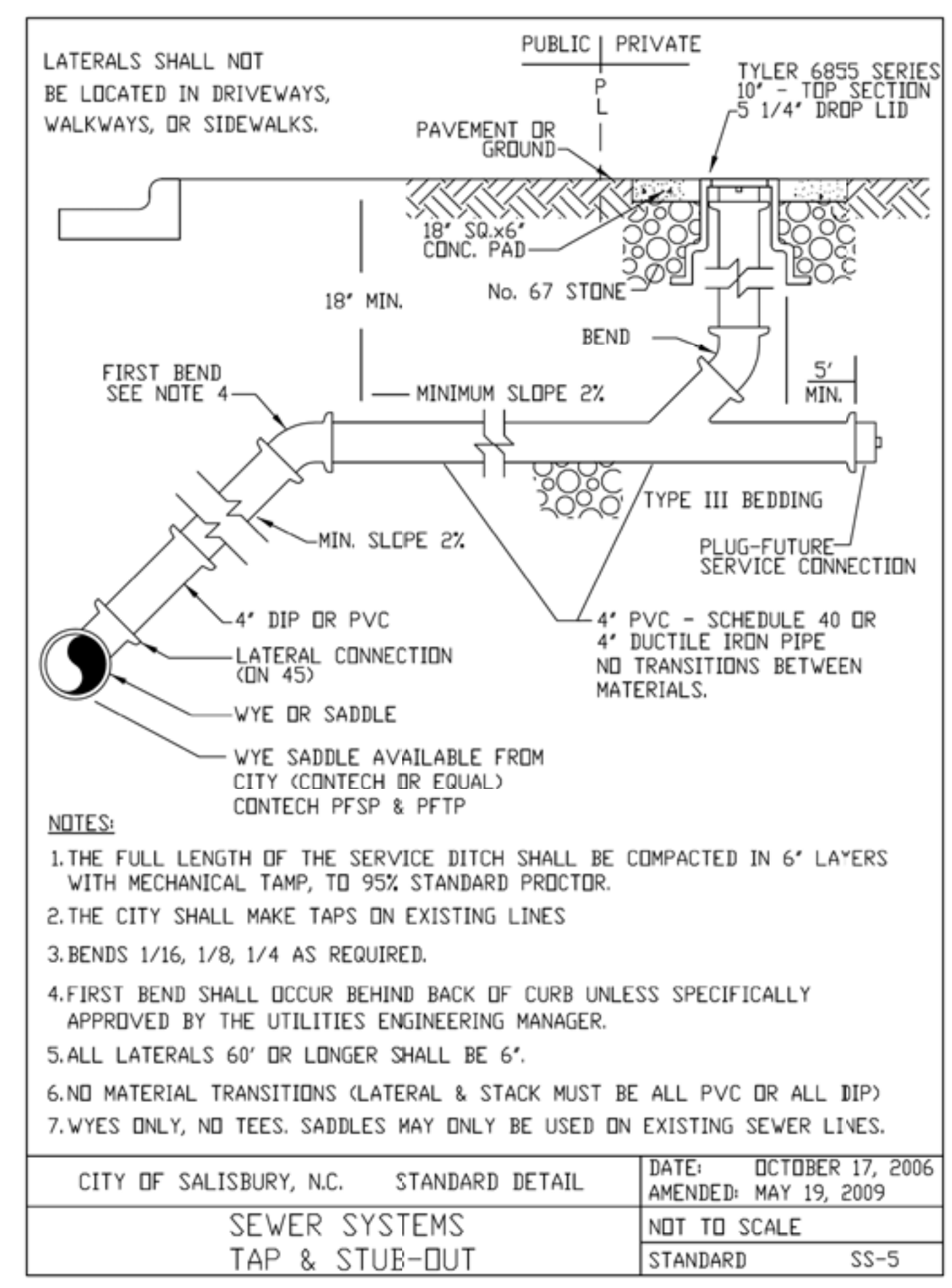


EXHIBIT A

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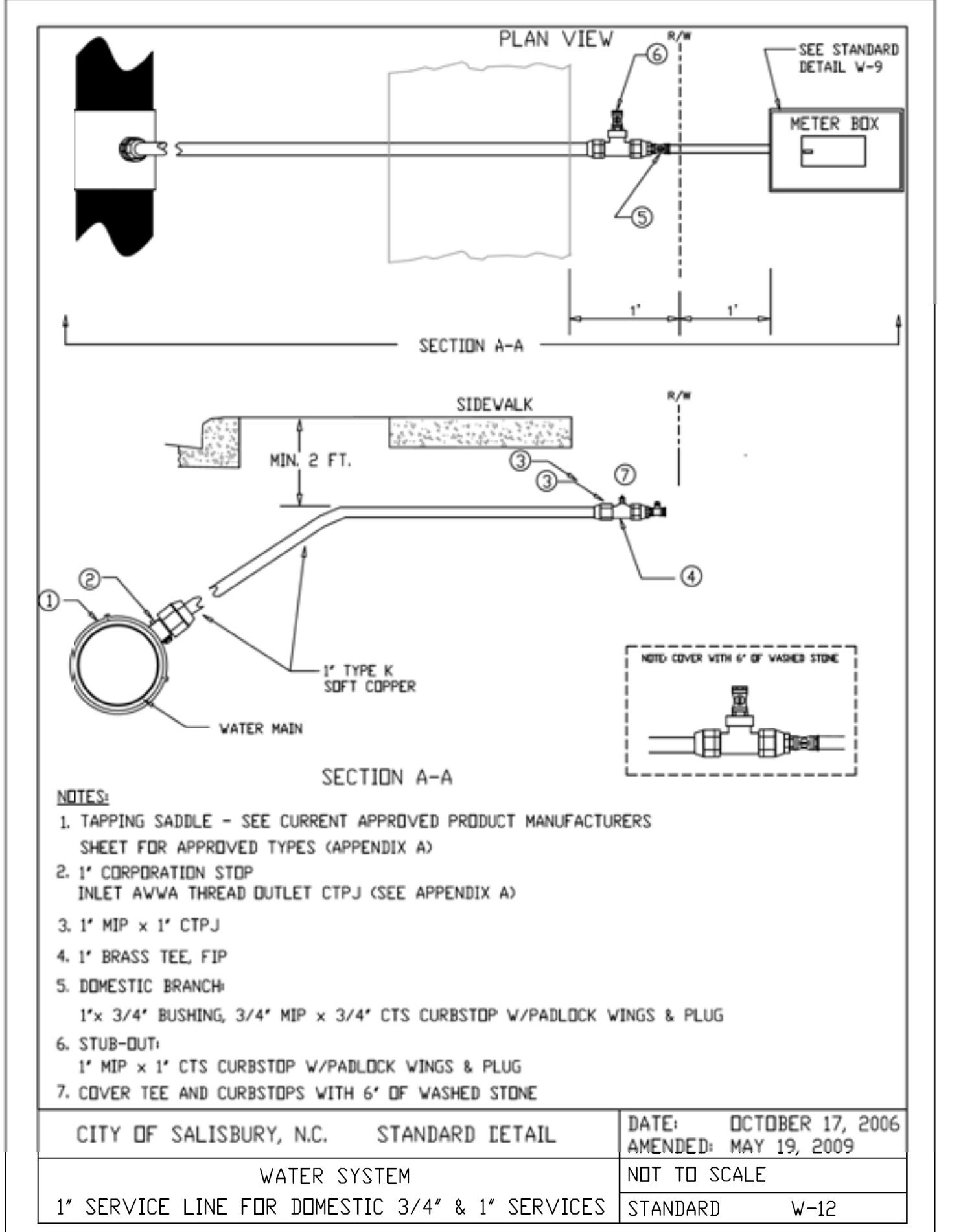
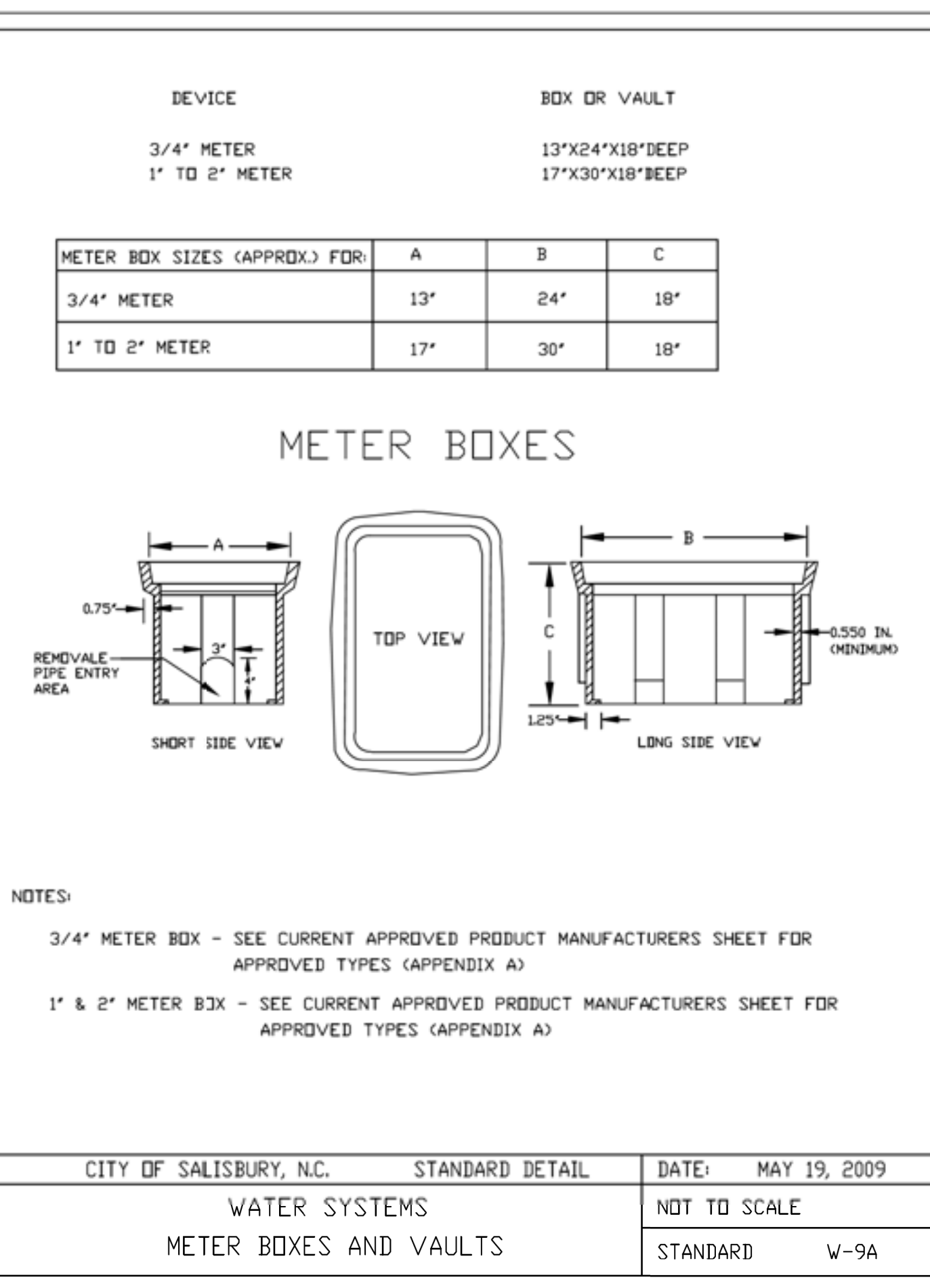
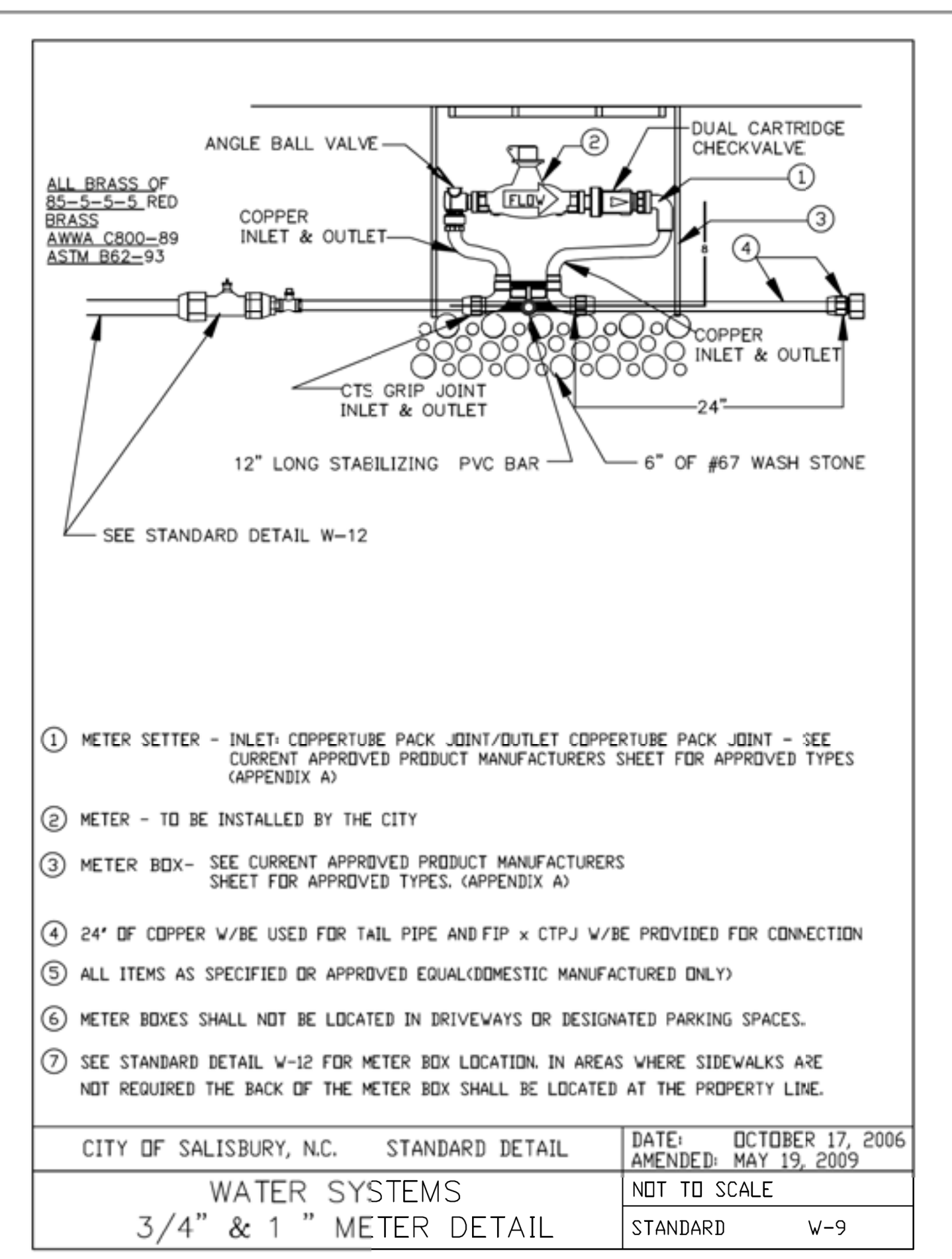
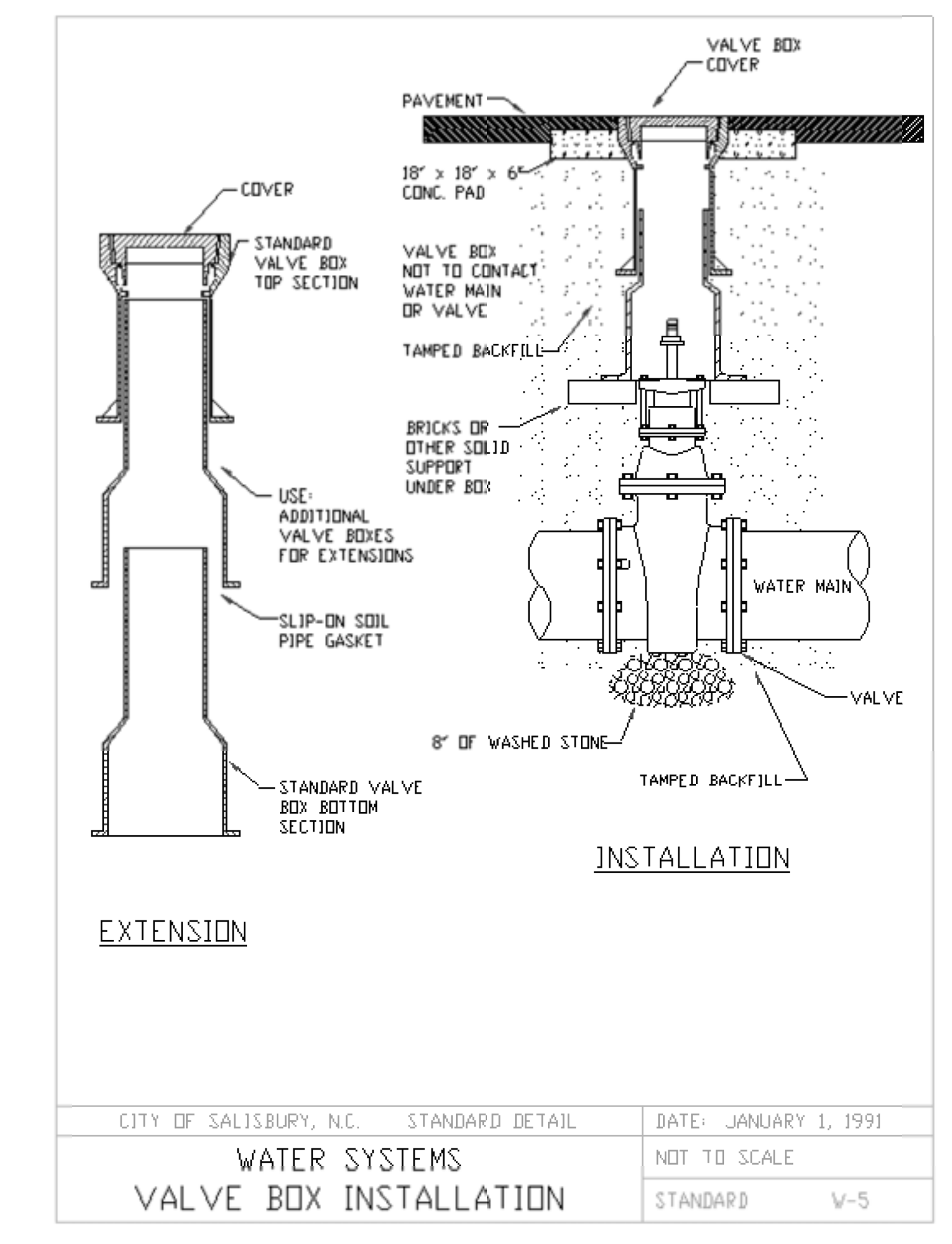
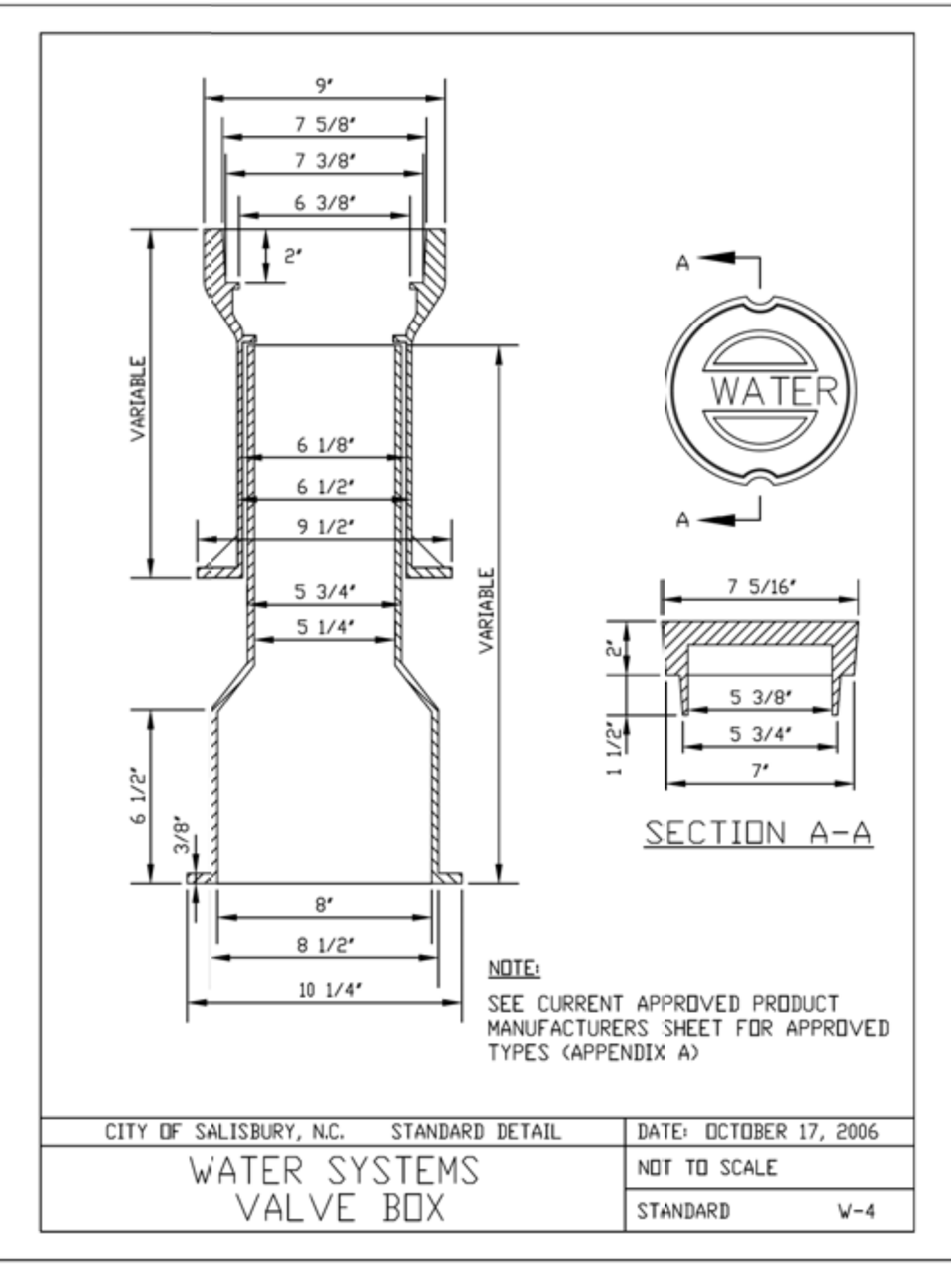
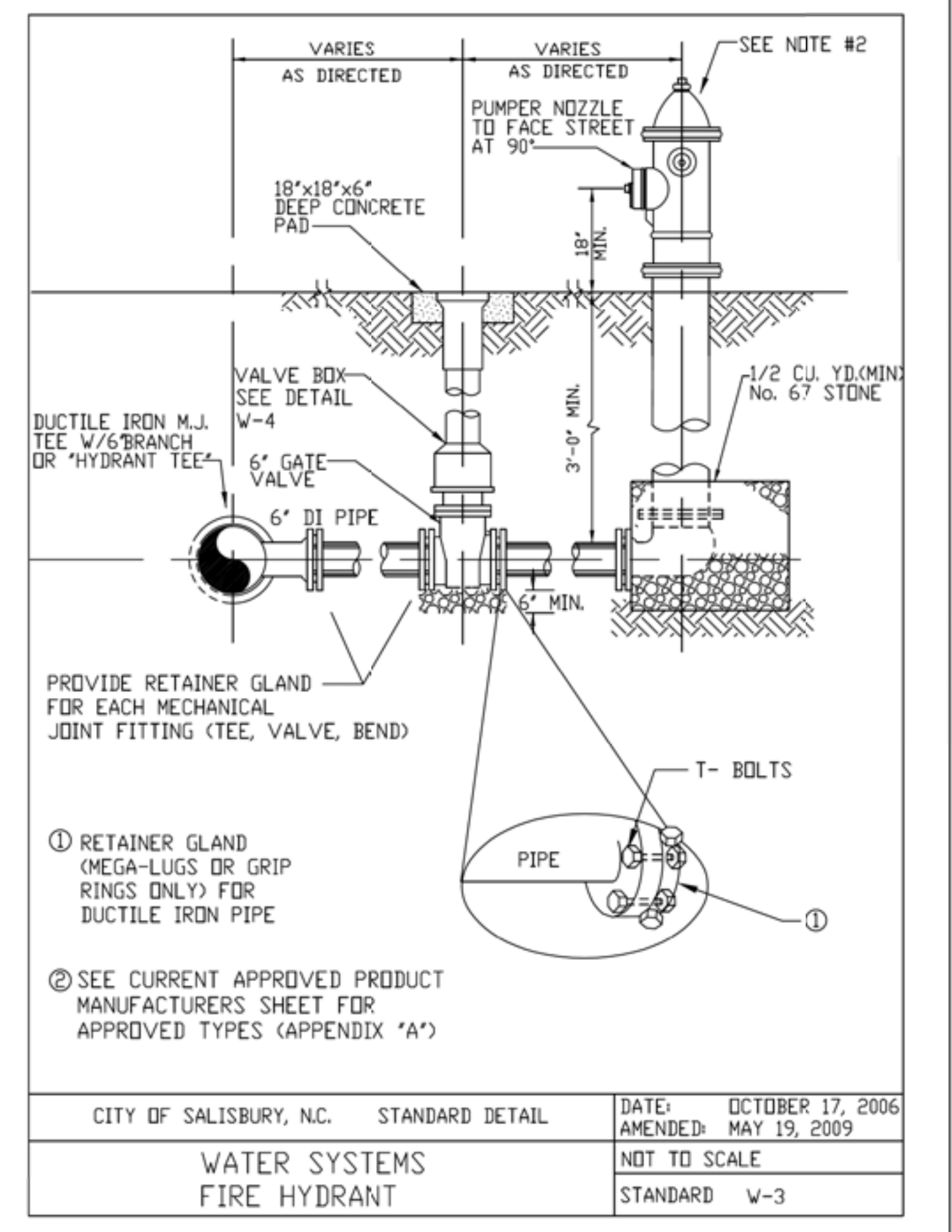


EXHIBIT A

AGREEMENT PLANS

PROJECT REFERENCE NO.	SHEET NO.
U-5738	UC-3E
DESIGNED BY: WAP	
DRAWN BY: WAP	
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UTILITY CONSTRUCTION PLANS ONLY	

UTILITY CONSTRUCTION

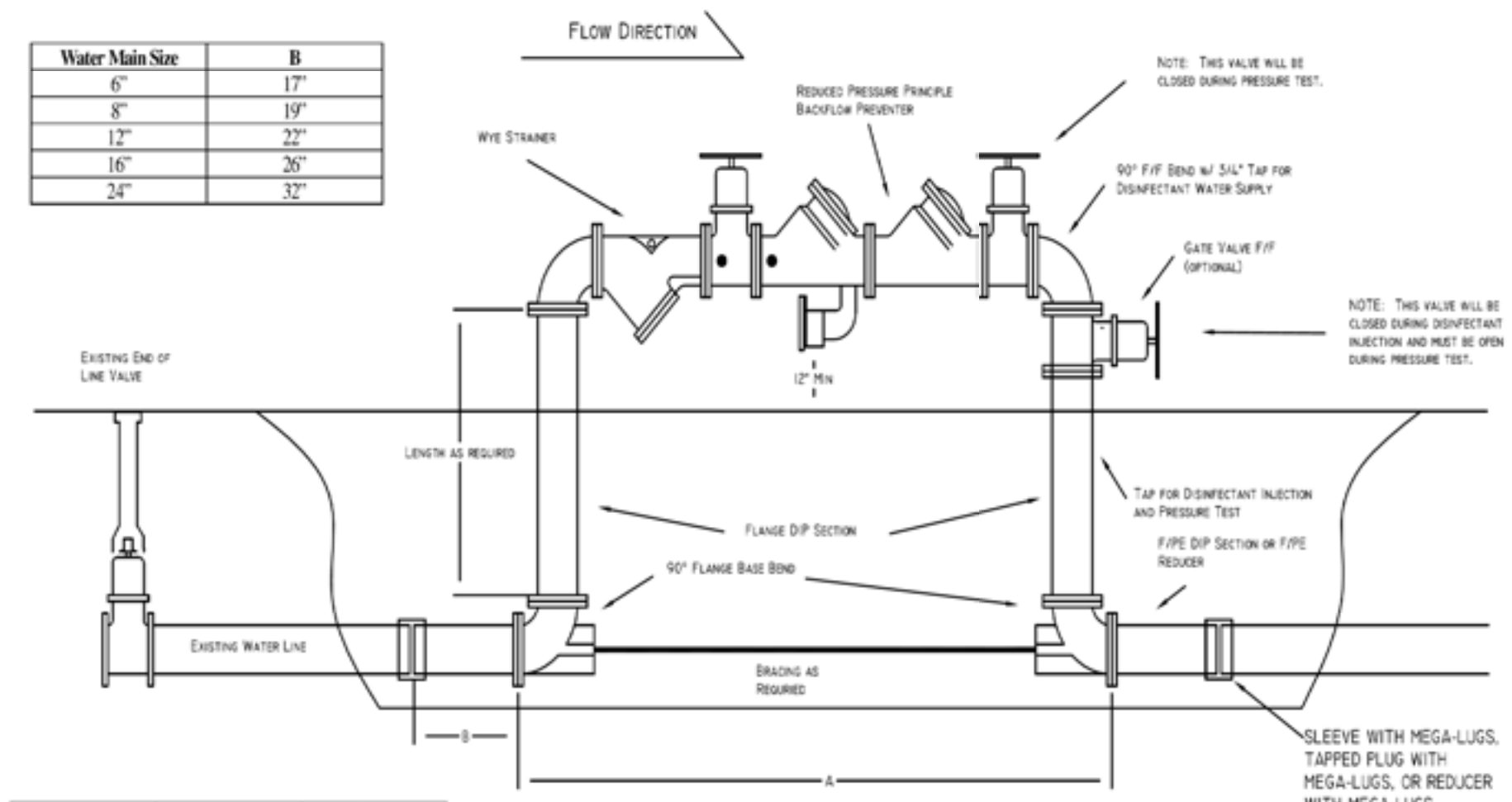
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**PROJECT
TYPICAL
DETAILS**

TEMPORARY BACKFLOW PREVENTION DEVICE (RP)

Backflow Device	A
4"	6' 3"
6"	9'
8"	11' 2"

Water Main Size	B
6"	17"
8"	19"
12"	22"
16"	26"
24"	32"



Water Main Size	Min Backflow Device Size	Min End of Line Blow-off
6" to 12"	4"	2"
16"	6"	4"
24"	8"	6"

NOTE: ALL PIPE INSTALLED BETWEEN THE EXISTING WATER LINE AND THE RP SHALL BE RESTRAINED JOINT PIPE.

TEMPORARY BACKFLOW PREVENTION DEVICE (RP) - TO BE REMOVED AFTER CONSTRUCTION IS COMPLETE (AS DIRECTED BY CITY INSPECTOR).

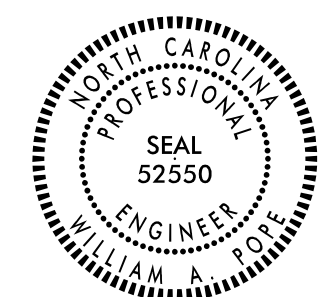
CITY OF SALISBURY, N.C.	STANDARD DETAIL	DATE: OCTOBER 17, 2006
		AMENDED: MAY 19, 2009
TEMPORARY BACKFLOW PREVENTION DEVICE FOR FILLING NEW LINES		NOT TO SCALE
		STANDARD W-13

EXHIBIT A

AGREEMENT PLANS

5/14/99
12/29/2021 U-5738_Ut_UC4.dgn
JUSFB:WPG

SEPI
Engineering & Construction, Inc.
1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

PROJECT REFERENCE NO.	U-5738	SHEET NO.	UC-4
DESIGNED BY:	WAP		
DRAWN BY:	WAP		
CHECKED BY:			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

UTILITY CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

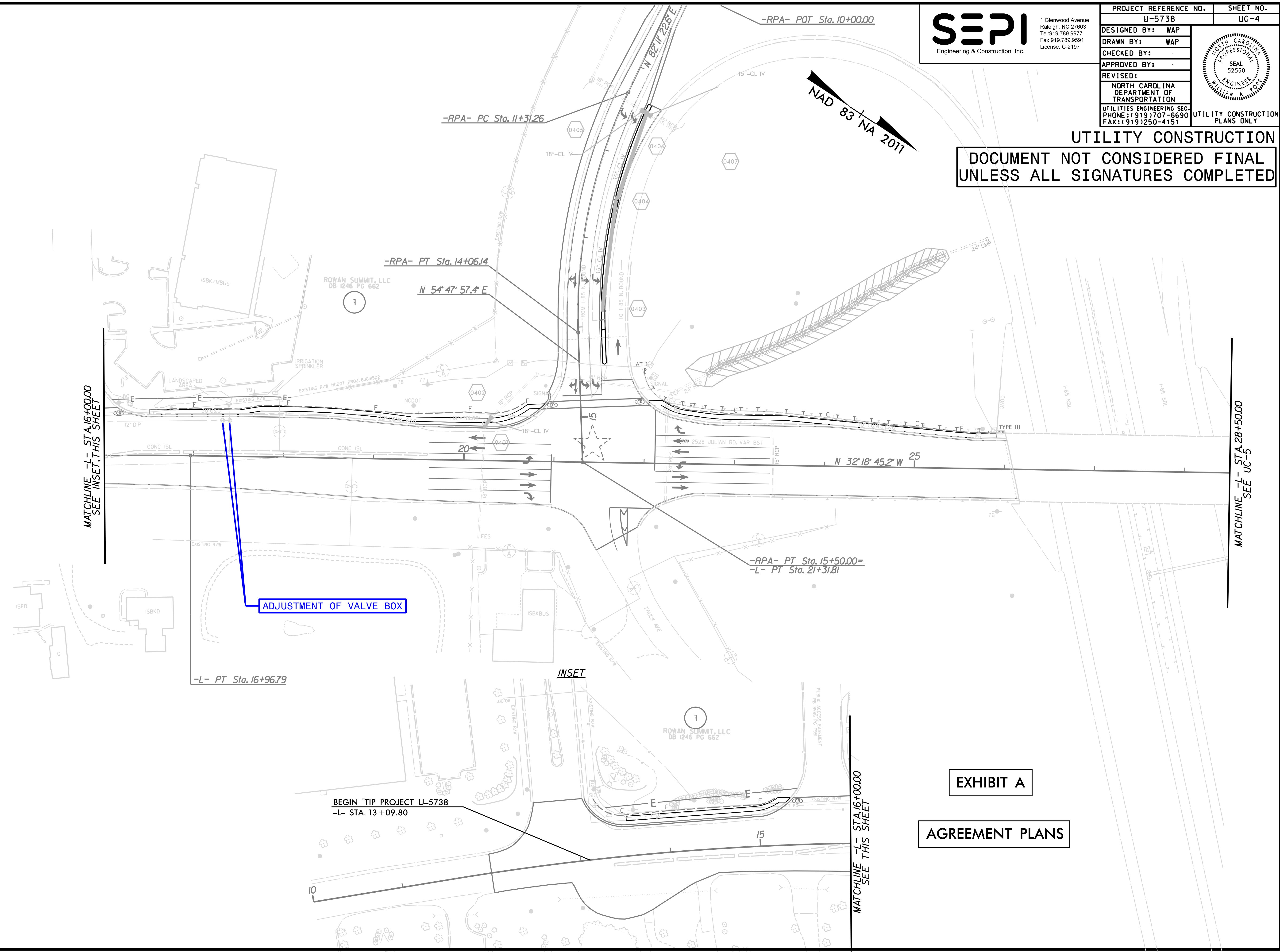


EXHIBIT A
AGREEMENT PLANS

5/14/2021 12/29/2021 U:\5738_Ut_UC5.dgn



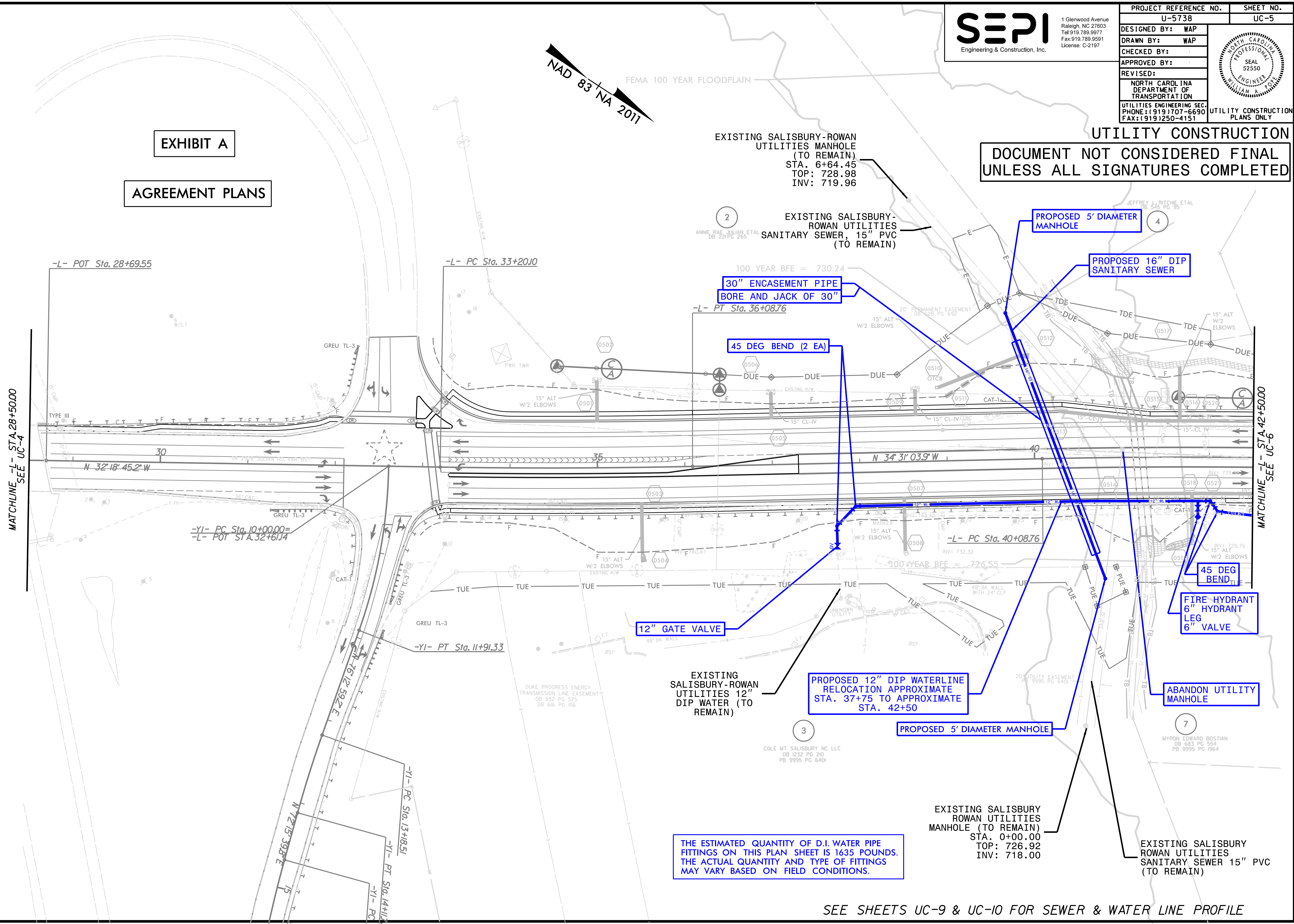
1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

PROJECT REFERENCE NO. U-5738	SHEET NO. UC-5
DESIGNED BY: WAP	
DRAWN BY: WAP	
CHECKED BY:	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITY ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151 UTILITY CONSTRUCTION PLANS ONLY	

EXHIBIT A

AGREEMENT PLANS

UTILITY CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1635 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS MAY VARY BASED ON FIELD CONDITIONS.

EXISTING SALISBURY ROWAN UTILITIES MANHOLE (TO REMAIN)
STA. 0+00.00
TOP: 726.92
INV: 718.00

EXISTING SALISBURY ROWAN UTILITIES SANITARY SEWER 15" PVC (TO REMAIN)

SEE SHEETS UC-9 & UC-10 FOR SEWER & WATER LINE PROFILE

5/14/99
12/29/2021 U5738_Ut_UC6.dgn
LISTED.PDS

NAD 83 NA 2011



1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

PROJECT REFERENCE NO.	U-5738	SHEET NO.	UC-6
DESIGNED BY:	WAP		
DRAWN BY:	WAP		
CHECKED BY:			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

UTILITY CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

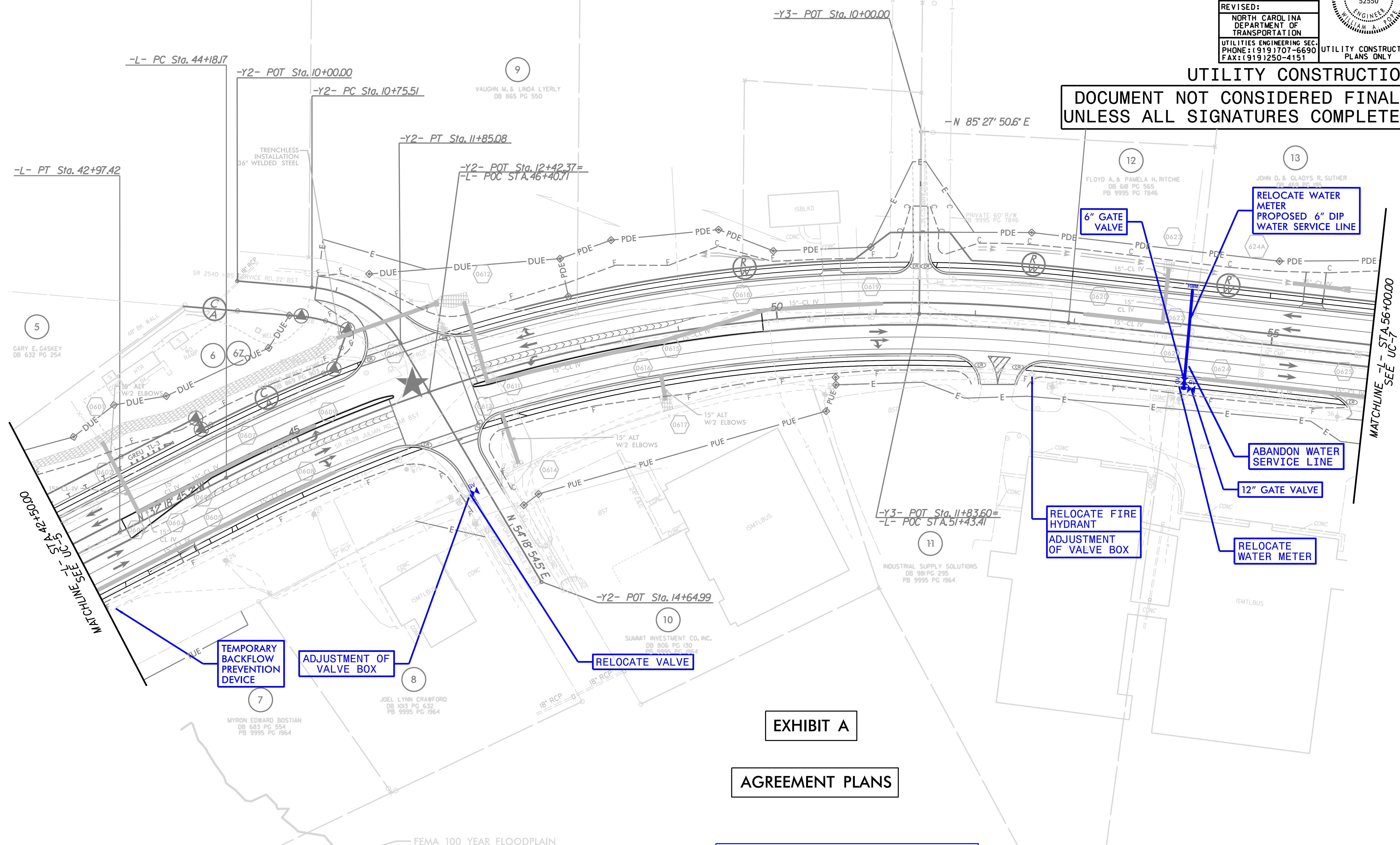


EXHIBIT A

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.

5/14/99
12/29/2021 U5738_Ut_UC7.dgn
LISTED: W.P. BOGGS



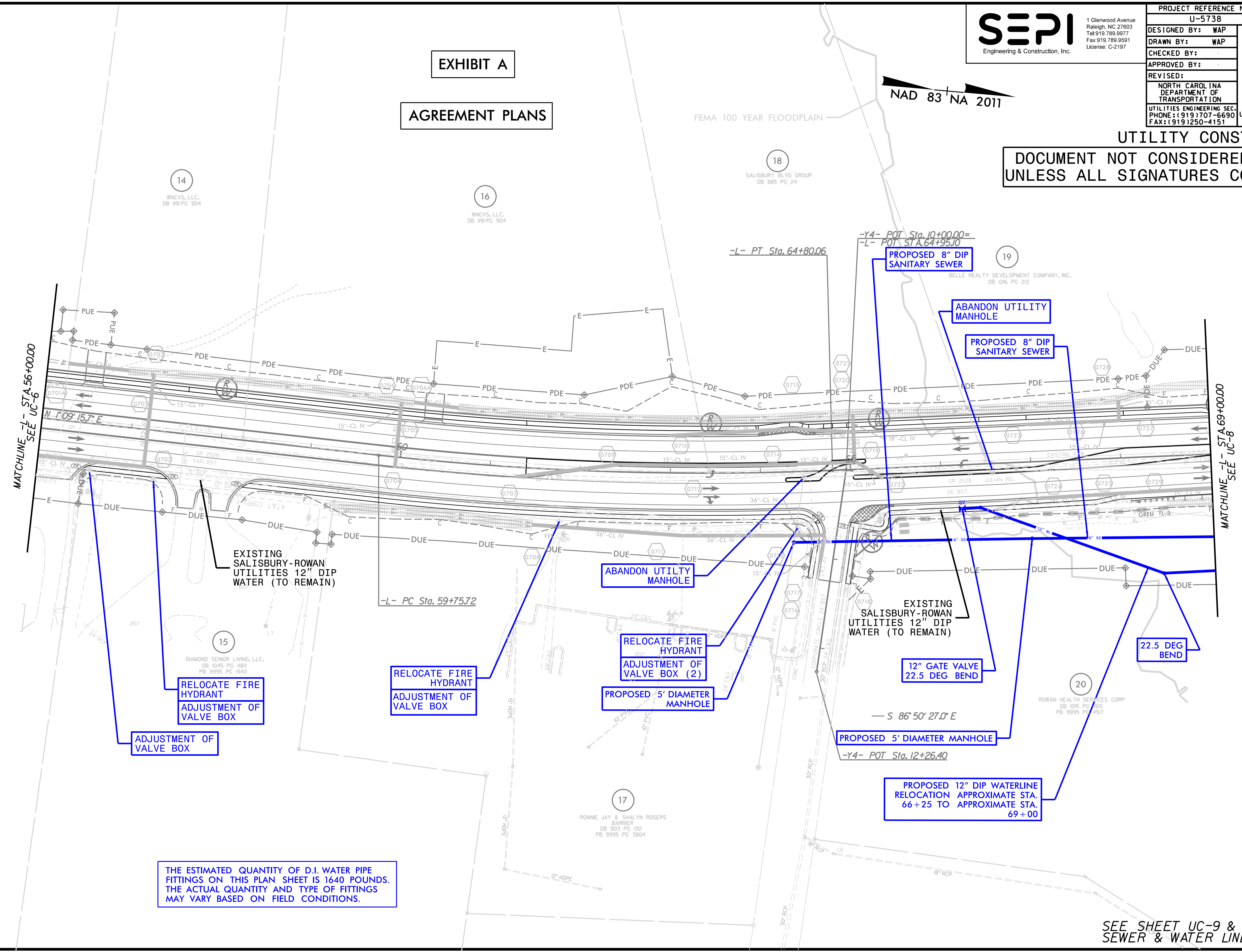
1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

PROJECT REFERENCE NO.	U-5738	SHEET NO.	UC-7
DESIGNED BY:	WAP		
DRAWN BY:	WAP		
CHECKED BY:			
APPROVED BY:			
REVISED:			
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY	
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151			

EXHIBIT A
AGREEMENT PLANS

NAD 83 / NA 2011

UTILITY CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



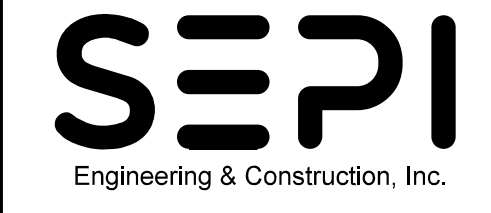
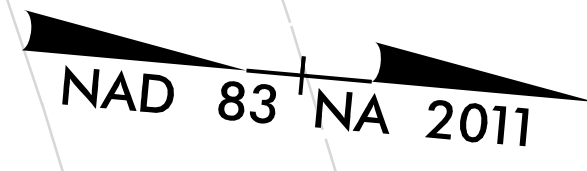
THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1640 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS MAY VARY BASED ON FIELD CONDITIONS.

SEE SHEET UC-9 & UC-10 FOR SEWER & WATER LINE PROFILE

5/14/2021 U-5738-UC-8.dgn

EXHIBIT A

AGREEMENT PLANS

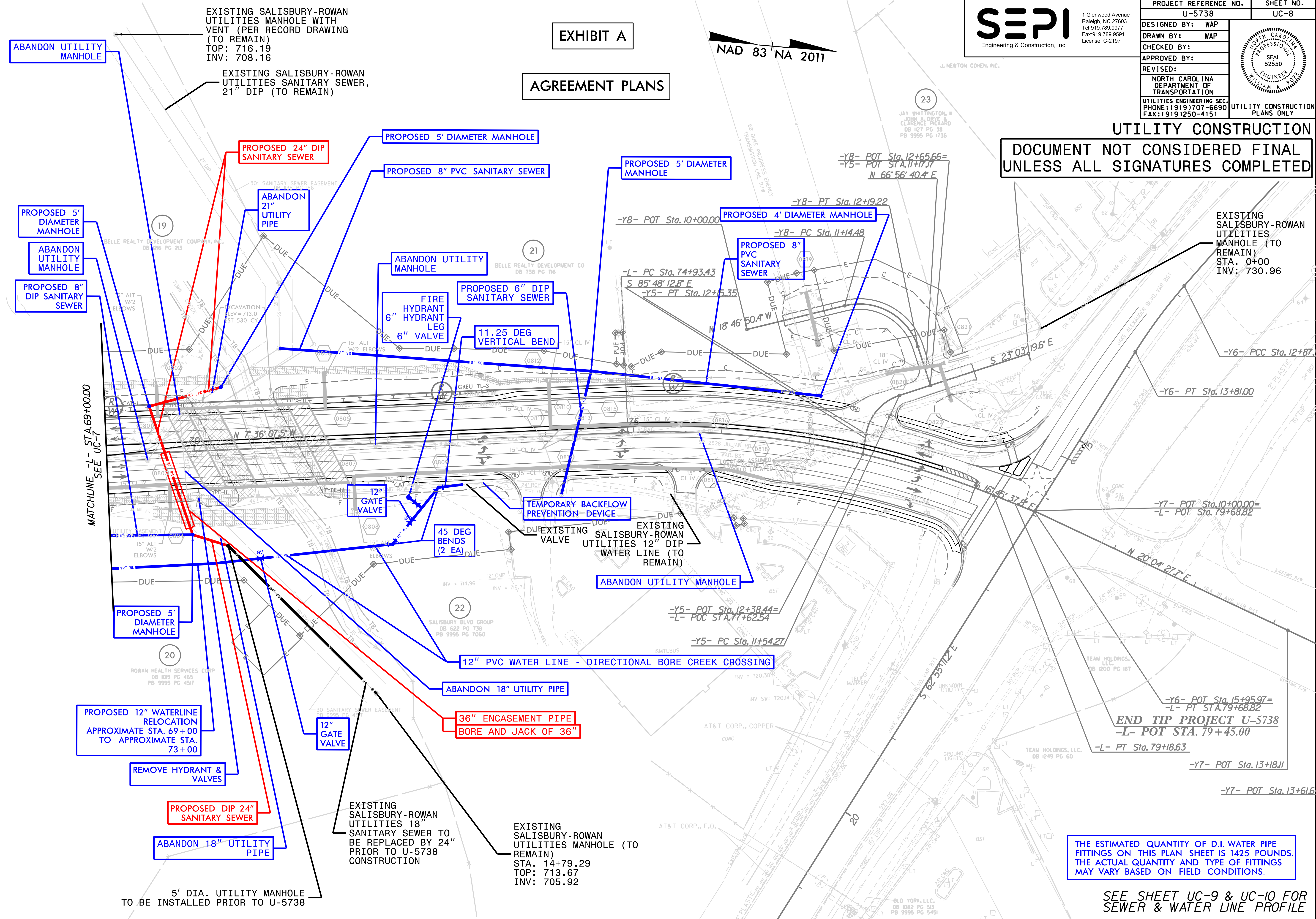


1 Glenwood Avenue
Raleigh, NC 27603
Tel: 919.789.9977
Fax: 919.789.9591
License: C-2197

PROJECT REFERENCE NO.	SHEET NO.
U-5738	UC-8
DESIGNED BY: WAP	
DRAWN BY: WAP	
CHECKED BY:	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919) 707-6690 FAX: (919) 250-4151	

UTILITY CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



THE ESTIMATED QUANTITY OF D.I. WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1425 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS MAY VARY BASED ON FIELD CONDITIONS.

SEE SHEET UC-9 & UC-10 FOR SEWER & WATER LINE PROFILE

Exhibit B - U-5738 Waterline and Sanitary Sewer Relocations						
Material	Quantity	Units	Unit Cost	Estimate	SRU Betterment	Remarks
					100%	
-L- Julian Road						
Adjustment of Meter Boxes or Valve Boxes	9	Each				
12" Water Line	1250	LF				
Ductile Iron Water Pipe Fittings	5235	LB				
6" Gate Valve	3	EA				
12" Gate Valve	6	EA				
Fire Hydrant	2	EA				
Relocate Fire Hydrant	4	EA				
Fire Hydrant Leg	60	LF				
Relocate Water Meter	2	EA				
Water Service Line	100	LF				
6" Sanitary Gravity Sewer	160	LF				
8" Sanitary Gravity Sewer	1200	LF				
16" Sanitary Gravity Sewer	340	LF				
Cost of 18" Sanitary Gravity Sewer for Betterment Cost Split	300	LF				
Betterment Cost Differential of 18" to 24" Sanitary Gravity Sewer	300	LF			\$ 136,500.00	Betterment is the increase in pipe diameter from the existing 18" to the proposed 24" diameter
4' Dia Utility Manhole	3	EA				
5' Dia Utility Manhole	8	EA				
Utility Manhole Wall 4' Dia	4	LF				
Utility Manhole Wall 5' Dia	32	LF				
Abandon 21" Utility Pipe	60	LF				
Abandon 6" Utility Pipe	60	LF				
Abandon 18" Utility Pipe	170	LF				
Remove Fire Hydrant	1	EA				
Abandon Utility Manhole	7	EA				
30" Encasement Pipe	260	LF				
Cost of 30" Encasement Pipe for Betterment Cost Split	90	LF				
Betterment Cost Differential of 30" to 36" Encasement Pipe	90	LF			\$ 4,500.00	Betterment is the increase in pipe diameter from the existing 18" to the proposed 24" diameter
Bore and Jack of 30"	260	LF				
Cost of 30" Bore and Jack for Betterment Cost Split	90	LF				
Betterment Cost Differential of 30" to 36" Bore and Jack	90	LF			\$ 36,000.00	Betterment is the increase in pipe diameter from the existing 18" to the proposed 24" diameter
Directional Drilling of 12"	100	LF				
			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		

Project: U-5738

UC-1

County: Rowan

PROJECT SPECIAL PROVISIONS Utility Construction

EXHIBIT C

SEPI Inc.
1 Glenwood Avenue, Suite 600
Raleigh, NC 27603

12/7/2021



DocuSigned by:
William A. Pope
E0EB7F4EC7914CC... (Seal)

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

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).

Project: U-5738

UC-2

County: Rowan

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 (Harley 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 \$127,074 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 \$127,074 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:

S. Wade Fincher
Finance Director Signature

Jason H. Wilson
Department Head Signature

Eric Ballant
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

Project: B-5772

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."

WITNESSETH:

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".

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: CITY OF SALISBURY
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:

City of Salisbury

DEPARTMENT OF TRANSPORTATION

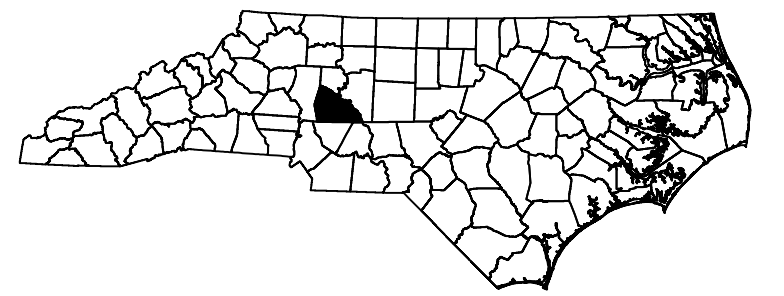
BY: _____
(CHIEF ENGINEER)

DATE: _____

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

TIP PROJECT: B-5772

T.I.P. NO.	SHEET NO.
B-5772	UC-1

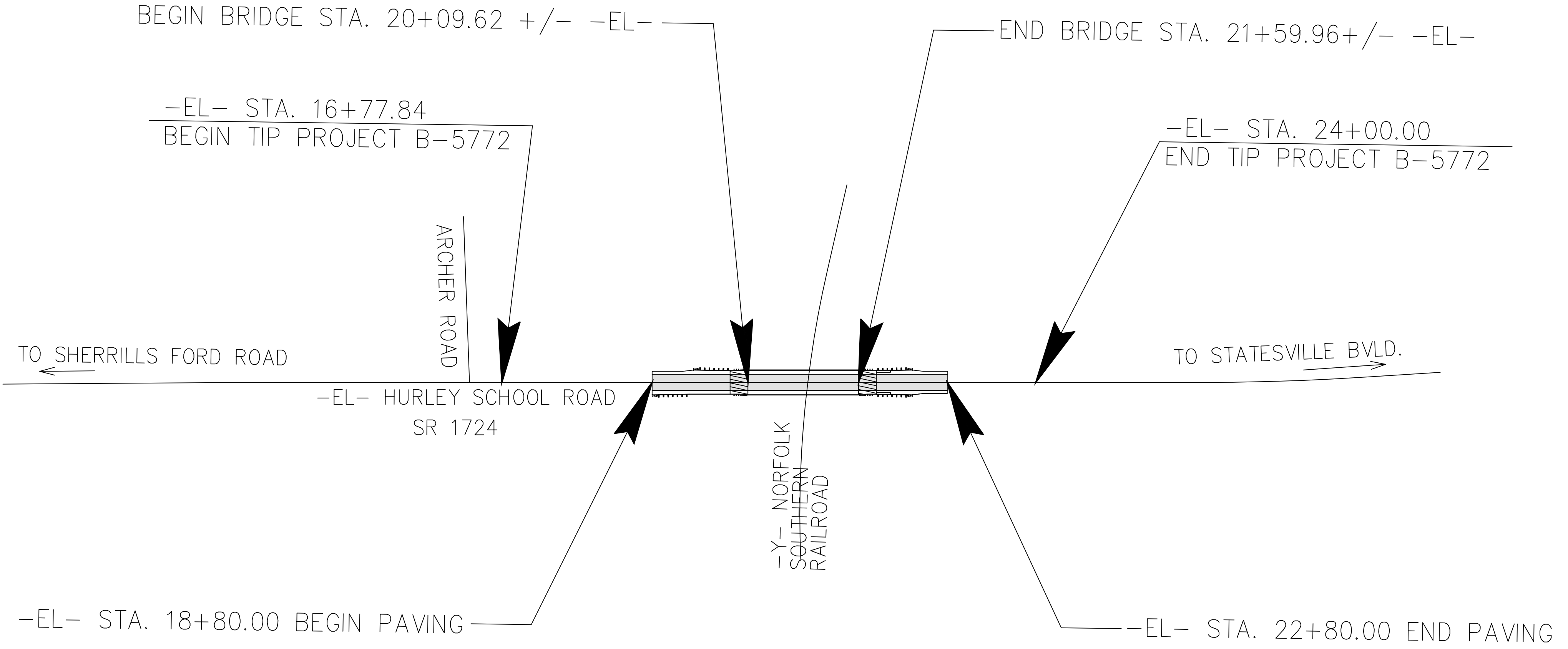
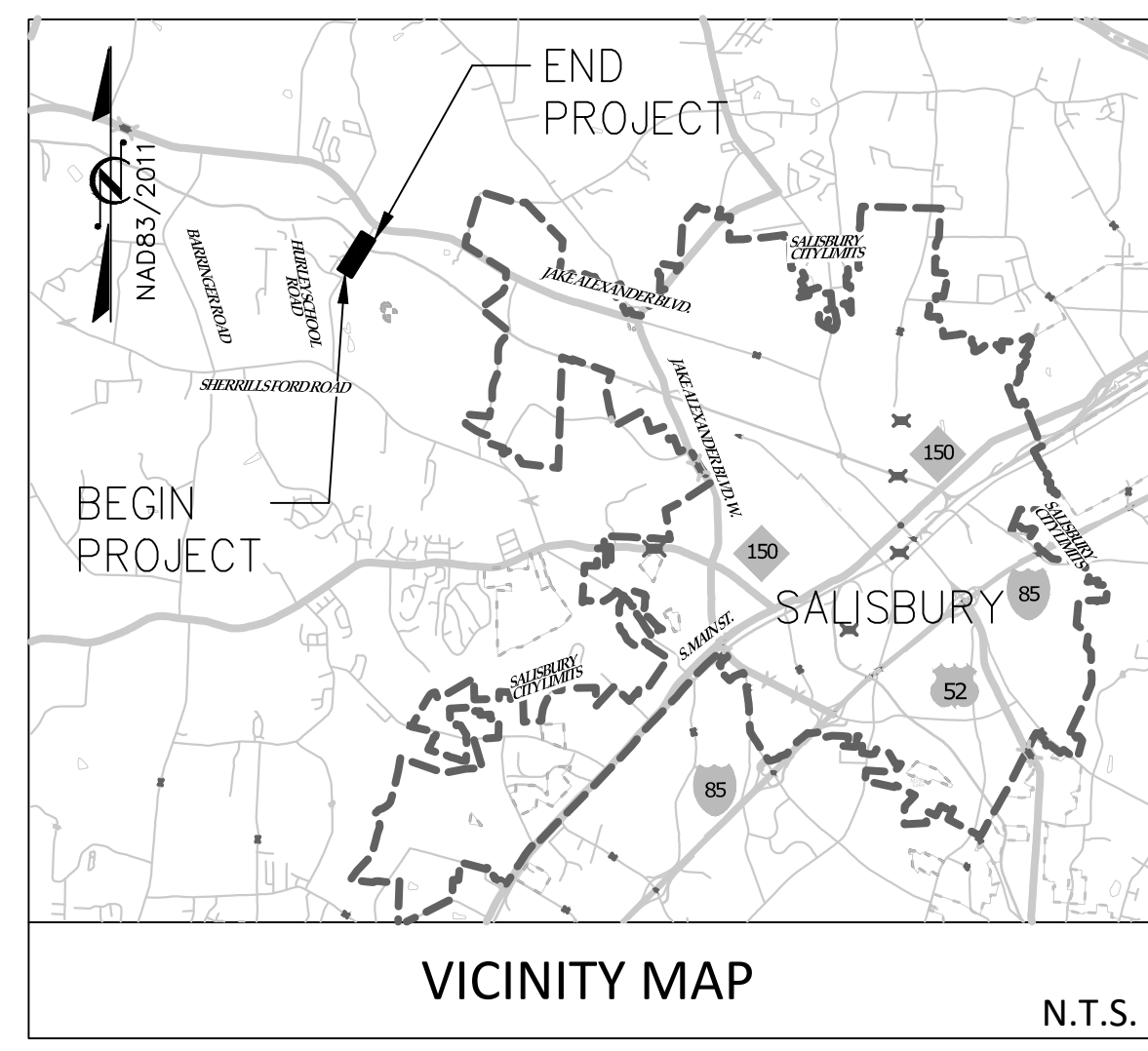


STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS
ROWAN COUNTY

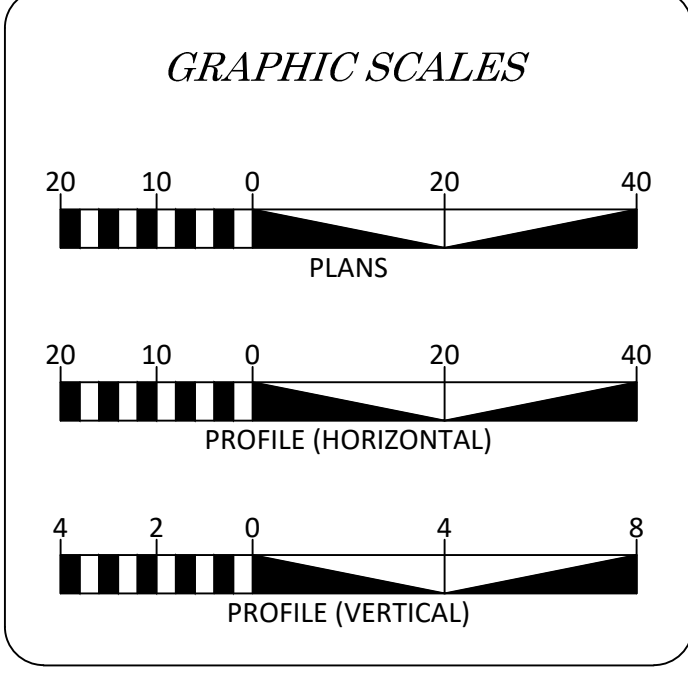
LOCATION: HURLEY SCHOOL ROAD IN SALISBURY

TYPE OF WORK: UTILITY CONSTRUCTION



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.
THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



SHEET NO.	DESCRIPTION
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOGY SHEET
UC-3	NOTES SHEET
UC-3A THRU UC-3H	DETAIL SHEETS
UC-4 THRU UC-4A	TEMP. UTILITY PLAN & PROFILE SHEETS
UC-5 THRU UC-5A	PERM. UTILITY PLAN & PROFILE SHEETS
UC-6A THRU UC-6C	TEMP. WATERLINE SUPPORT BRIDGE SHEETS

WATER AND SEWER OWNERS ON PROJECT

(1) WATER - SALISBURY-ROWAN UTILITIES (SRU)

Jason Wilson, PE
Assistant Utilities Director
(704) 216-7553

PREPARED IN THE OFFICE OF:

alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
FIRM LICENSE No. F-0203
120 SOUTH MAIN STREET P.O. BOX 1248
KANNAPOLIS, NC 28082 704/938-1515

Jeffery D. Moody, PE UTILITIES PROJECT ENGINEER

SEAL:

3/11/2022





















DIVISION OF HIGHWAYS UTILITIES UNIT

1555 MAIL SERVICE CENTER
RALEIGH NC 27699-1555
PHONE (919) 707-6680
FAX (919) 250-4151

Amy York	CENTRAL UTILITIES MANAGER
Ali Koucheqi, PE	REGIONAL UTILITIES ENGINEER
Jon Loughry	SENIOR UTILITIES ENGINEER
Dayton Martin	REGIONAL UTILITY COORDINATOR
Tanga Sampson	UTILITY COORDINATOR

UTILITIES PLAN SHEET SYMBOLS






















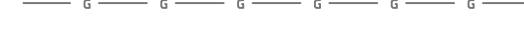



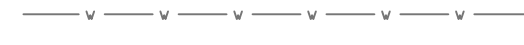

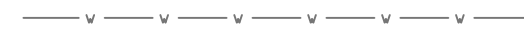

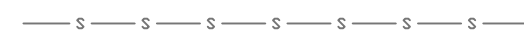

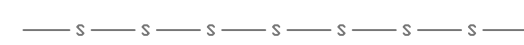









PROPOSED WATER AND SEWER SYMBOLS

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	
TAPPING VALVE	
BLOW OFF	
FIRE HYDRANT	
RELOCATE FIRE HYDRANT	
WATER METER	
RELOCATE WATER METER	
REMOVE WATER METER	REM WWM
ABANDON UTILITY MANHOLE	ABMH
ABANDON WATER VALVE	ABWV
GRAVITY SEWER LINE	
MANHOLE	
SANITARY SEWER CLEANOUT	

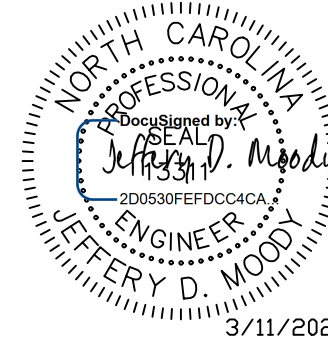
PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

THRUST BLOCK	
PLAN NOTE	
ENCASEMENT	
TO BE ABANDONED	(TBA)

EXISTING UTILITIES SYMBOLS

POWER POLE		ABANDONED ACCORDING TO UTILITY RECORDS	AATUR
POWER POLE TO BE REMOVED		END OF INFORMATION	E.O.I.
TELEPHONE POLE		UNDERGROUND POWER LINE	
TELEPHONE POLE TO BE REMOVED		UNDERGROUND POWER SUE	
JOINT USE POLE		ABOVEGROUND POWER LINE	
JOINT USE POLE TO BE REMOVED		UNDERGROUND TELEPHONE CABLE	
UTILITY POLE		UNDERGROUND TELEPHONE CONDUIT	
UTILITY POLE TO BE REMOVED		UNDERGROUND TELEPHONE SUE	
UTILITY POLE WITH BASE		UNDERGROUND FIBER OPTICS TELEPHONE CABLE	
WATER MANHOLE		UNDERGROUND TV CABLE	
POWER MANHOLE		UNDERGROUND GAS PIPELINE	
TELEPHONE MANHOLE		UNDERGROUND GAS PIPELINE SUE	
SANITARY SEWER MANHOLE		UNDERGROUND WATER LINE	
HAND HOLE		UNDERGROUND WATER LINE SUE	
POWER TRANSFORMER		UNDERGROUND GRAVITY SANITARY SEWER LINE	
TELEPHONE PEDESTAL		UNDERGROUND SS FORCED MAIN LINE	
TELEPHONE BOOTH		UNDERGROUND UNKNOWN UTILITY LINE	
TRAFFIC SIGNAL BOX		WATER METER	
CATV PEDESTAL		WATER VALVE	
TV SATELLITE DISH		FIRE HYDRANT	
GAS VALVE		SANITARY SEWER CLEANOUT	
LOCATED MISCELLANEOUS UTILITY OBJECT			

UTILITY CONSTRUCTION

PROJECT REFERENCE NO. <i>B-5772</i>	SHEET NO. <i>UC-3</i>
DESIGNED BY: JDM	
DRAWN BY: RCC	
CHECKED BY:	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	3/11/2022
UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	UTILITY CONSTRUCTION PLANS ONLY
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

GENERAL NOTES:

1. NCDOT PROVIDED THE EXISTING CONDITIONS SURVEY DATA, AND PROPOSED ROADWAY DESIGN PLANS AND DETAILS IN AUTOCAD FORMAT TO AWCK FOR THE DESIGN OF PROPOSED SALISBURY WATERLINE UTILITY TO BE REPLACED UNDER THIS CONTRACT.
2. 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, THE CITY OF SALISBURY UTILITY CONSTRUCTION STANDARDS MANUAL, NORFOLK SOUTHERN CORPORATION SPECIFICATIONS FOR PIPELINE OCCUPANCY NSCE-8.
3. BLASTING IS NOT PERMITTED WITHIN THE NORFOLK-SOUTHERN RAILROAD RIGHT-OF-WAY.
4. CONFLICTS BETWEEN SPECIFICATION SHALL BE DECIDED IN FAVOR OF THE MOST RESTRICTIVE SPECIFICATION.
5. THE EXISTING WATER LINES BELONG TO SALISBURY-ROWAN UTILITIES (SRU).
6. ALL WATER LINES SHALL BE INSTALLED IN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
7. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
8. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.
9. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
10. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
11. 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 OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.
12. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, "SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

PROJECT SPECIFIC NOTES:

CITY OF SALISBURY GENERAL NOTES

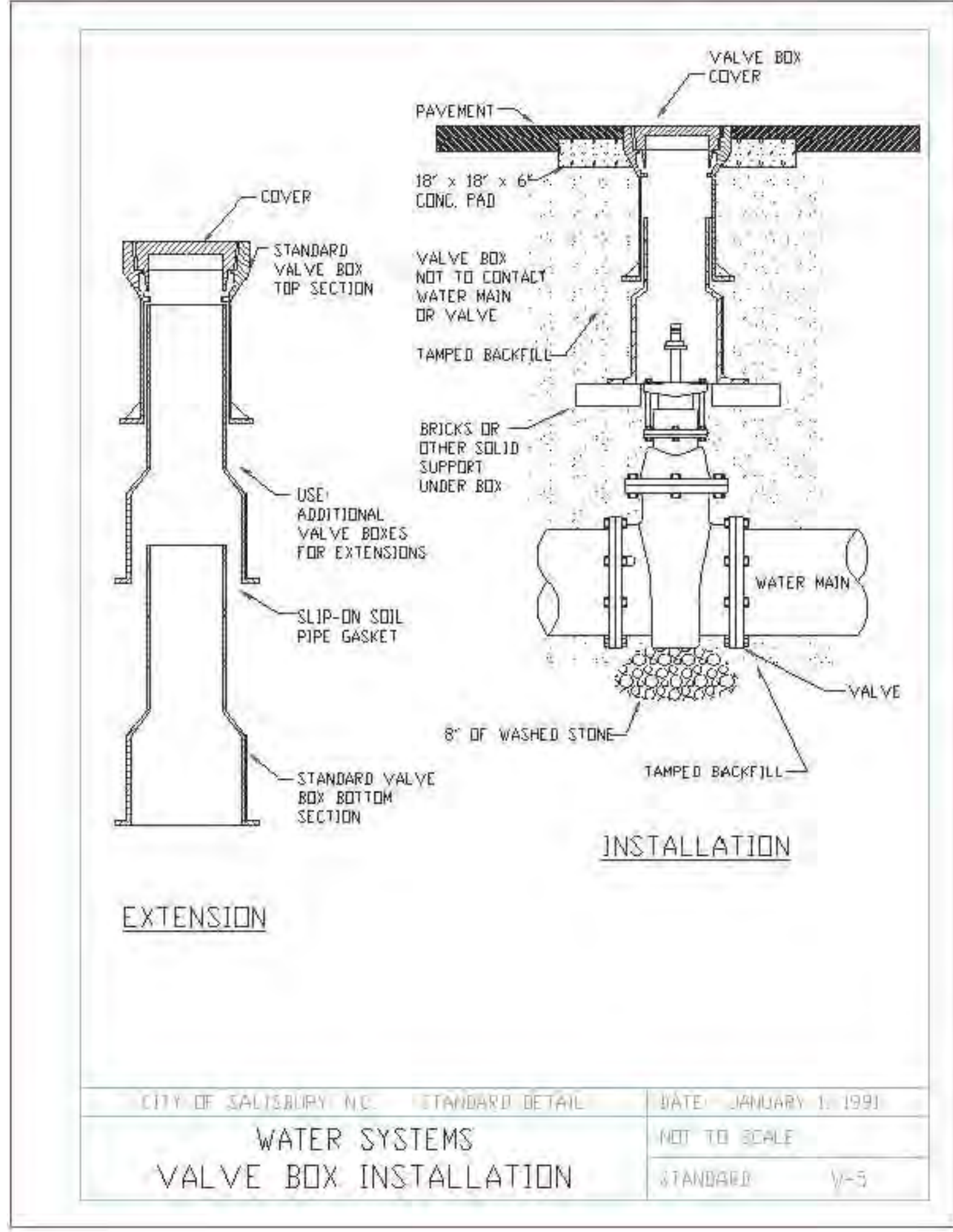
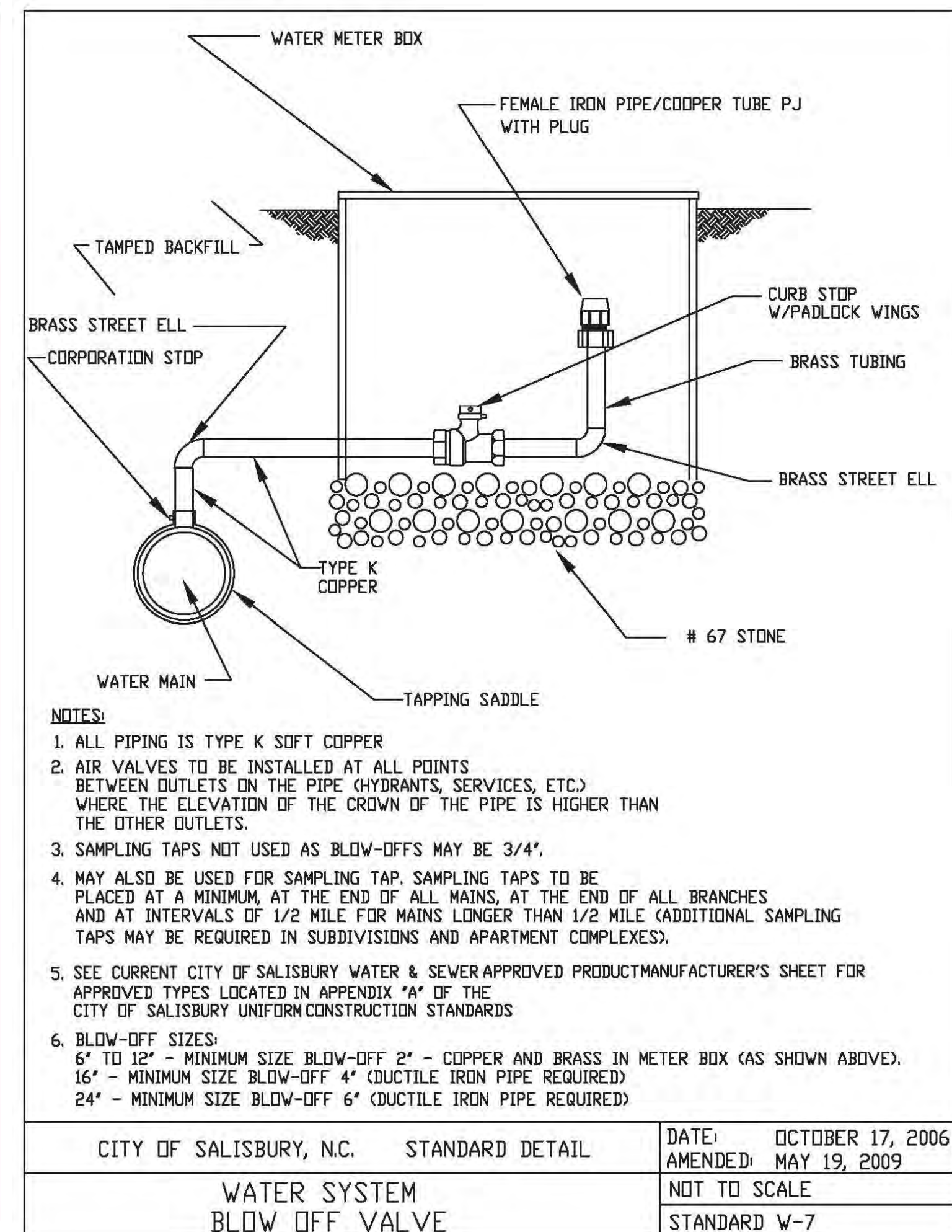
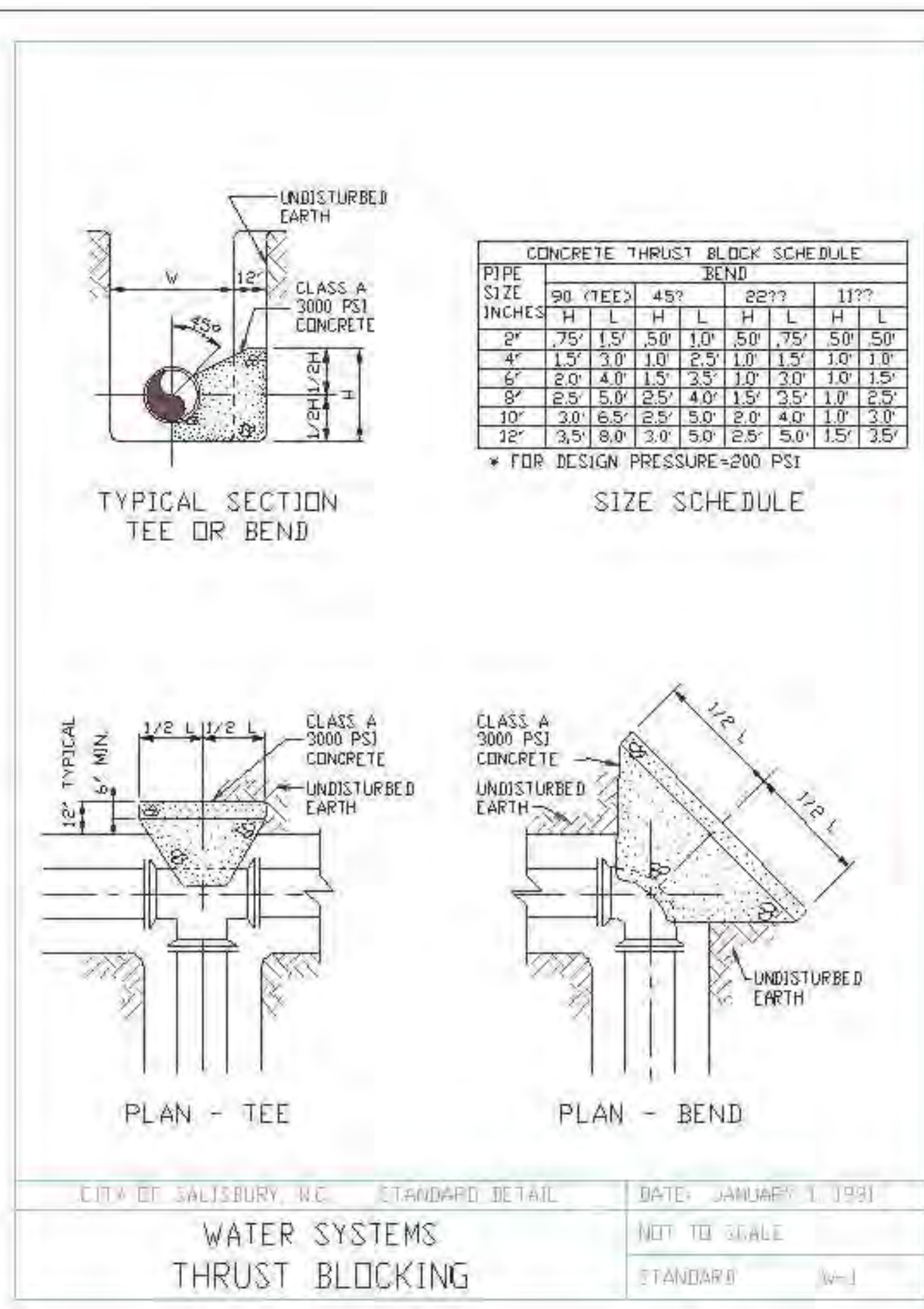
2.03 WATER LINES - GENERAL NOTES

1. CONCRETE BLOCKING (3000 PSI) TO BE PLACED AT ALL BENDS OR AS REQUIRED UNLESS MEGA LUGS OR RESTRAINED JOINTS ARE USED.
2. STANDARD DEPTH OF COVER TO BE 3 FEET EXCEPT AT VALVE OR HYDRANT LOCATIONS OR OTHER SPECIAL SITUATIONS. COVER IS BASED ON ELEVATION BELOW EDGE OR PAVEMENT OR AS INDICATED ON THE PLANS.
3. PROVIDE POURED IN PLACE CONCRETE PADS (18" X 18" X 6") (OR CONCRETE "DONUTS" MAY BE USED AS AN ALTERNATIVE AT THE DISCRETION OF THE UTILITIES INSPECTOR) AT ALL VALVE BOXES.
4. EXTENSIONS FOR VALVE BOXES, WHEN REQUIRED, ARE TO BE VALVE BOXES OR DIP (NO PVC OR C900). 5-8
5. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARD DETAILS OR AS REQUIRED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
6. PAVEMENT CUTS ARE TO BE REPLACED IMMEDIATELY AFTER BACKFILLING OF INITIAL CUT EITHER WITH PERMANENT REPLACEMENT OR A TEMPORARY REPLACEMENT OF 10" OF BASE IF APPROVED BY THE CITY (FOR CITY MAINTAINED STREETS) OR DOT (FOR STATE MAINTAINED STREETS).
7. REPAIRS TO MAIN BREAKS:
 - a) SOLID SLEEVES TO BE USED FOR CONNECTING SPIGOT ENDS SHALL BE OF THE LONG BODY TYPE.
 - b) ALL REPAIRS SHALL BE INSPECTED BY CITY BEFORE BACKFILLING.
8. IN ANY INSTANCE WHERE IT WILL BE NECESSARY TO HAVE THE WATER SHUT OFF ON EXISTING MAINS IN ORDER TO MAKE A TIE-IN, THE WORK MUST BE DONE BY CITY FORCES OR A CONTRACTOR WORKING FOR THE CITY, SCHEDULED 48 HOURS TO 7 DAYS IN ADVANCE DEPENDING ON THE LOCATION AND TYPES OF BUSINESSES THAT WILL BE AFFECTED.
9. WHEN A WATER MAIN CROSSES AN EXISTING SEWER MAIN, THE CONTRACTOR IS TO REPLACE THE SEWER PIPE SPANNING THE DITCH WITH DUCTILE PIPE WHEN THE FOLLOWING CONDITIONS OCCUR:
 - a) ANYTIME A WATER MAIN IS INSTALLED UNDER A SEWER MAIN.
 - b) WHEN A WATER MAIN IS OVER A SEWER MAIN AND THE VERTICAL DISTANCE BETWEEN THE TWO MAINS IS 18" OR LESS (MINIMUM 12" CLEARANCE BETWEEN WATER AND SEWER LINES).
10. WATER MAINS SHALL BE INSTALLED 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 DISINFECTED 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.

NORFOLK SOUTHERN GENERAL NOTES:

1. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS.
2. PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAME SUBSTANCES.
3. BLASTING NOT PERMITTED.

	alley, williams, carmen, & king, inc.	
	CONSULTING ENGINEERS	
	<small>FIRM LICENSE No. F-0203</small>	<small>P.O. BOX 1248</small>
	<small>120 SOUTH MAIN STREET</small>	<small>KANNAPOLIS, NC 28082</small>
		<small>704/938-1515</small>



PROJECT REFERENCE NO. B-5772 SHEET NO. UC-3A

DESIGNED BY: JDM
 DRAWN BY: RCC
 CHECKED BY:
 APPROVED BY:
 REVISED:

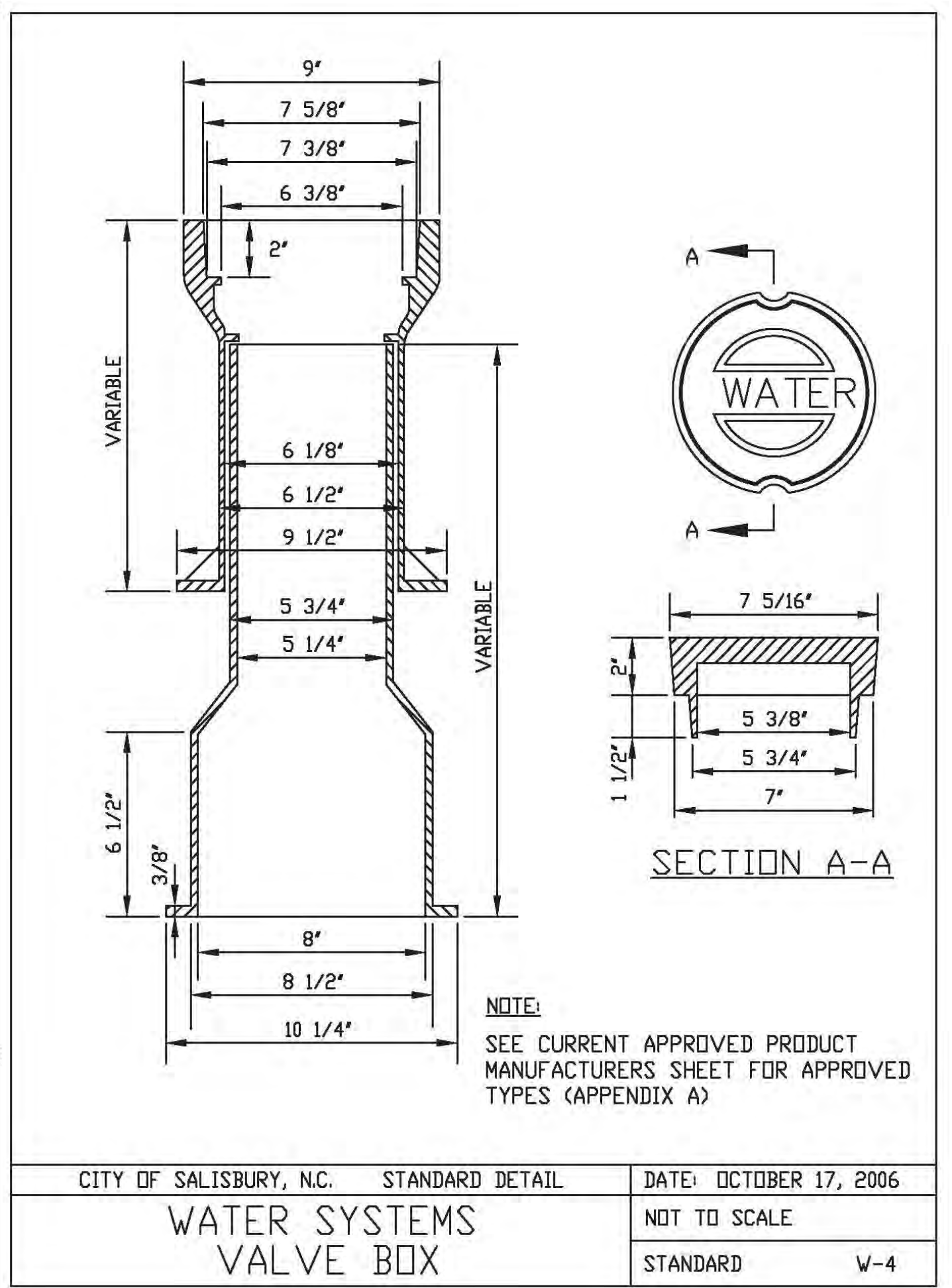
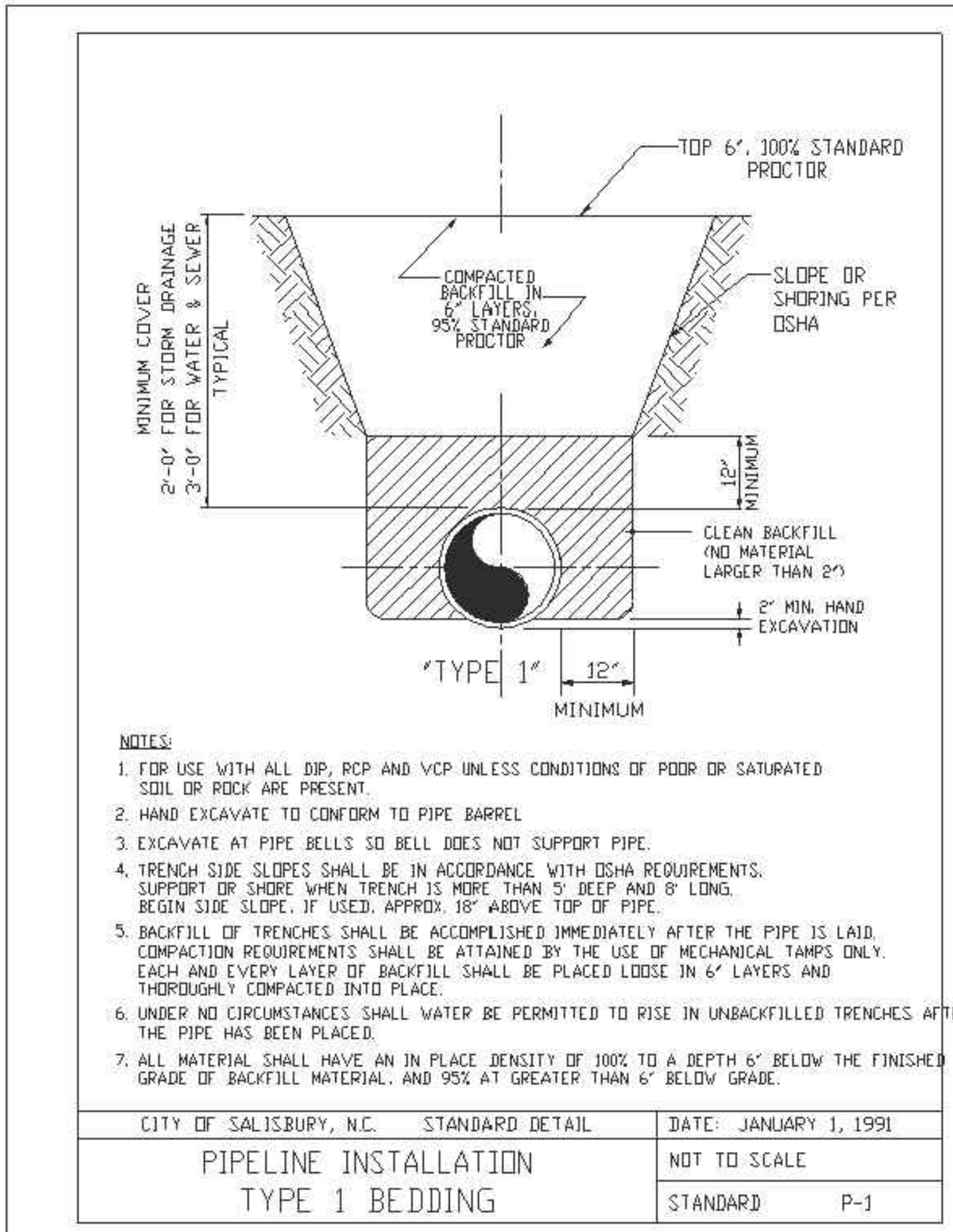
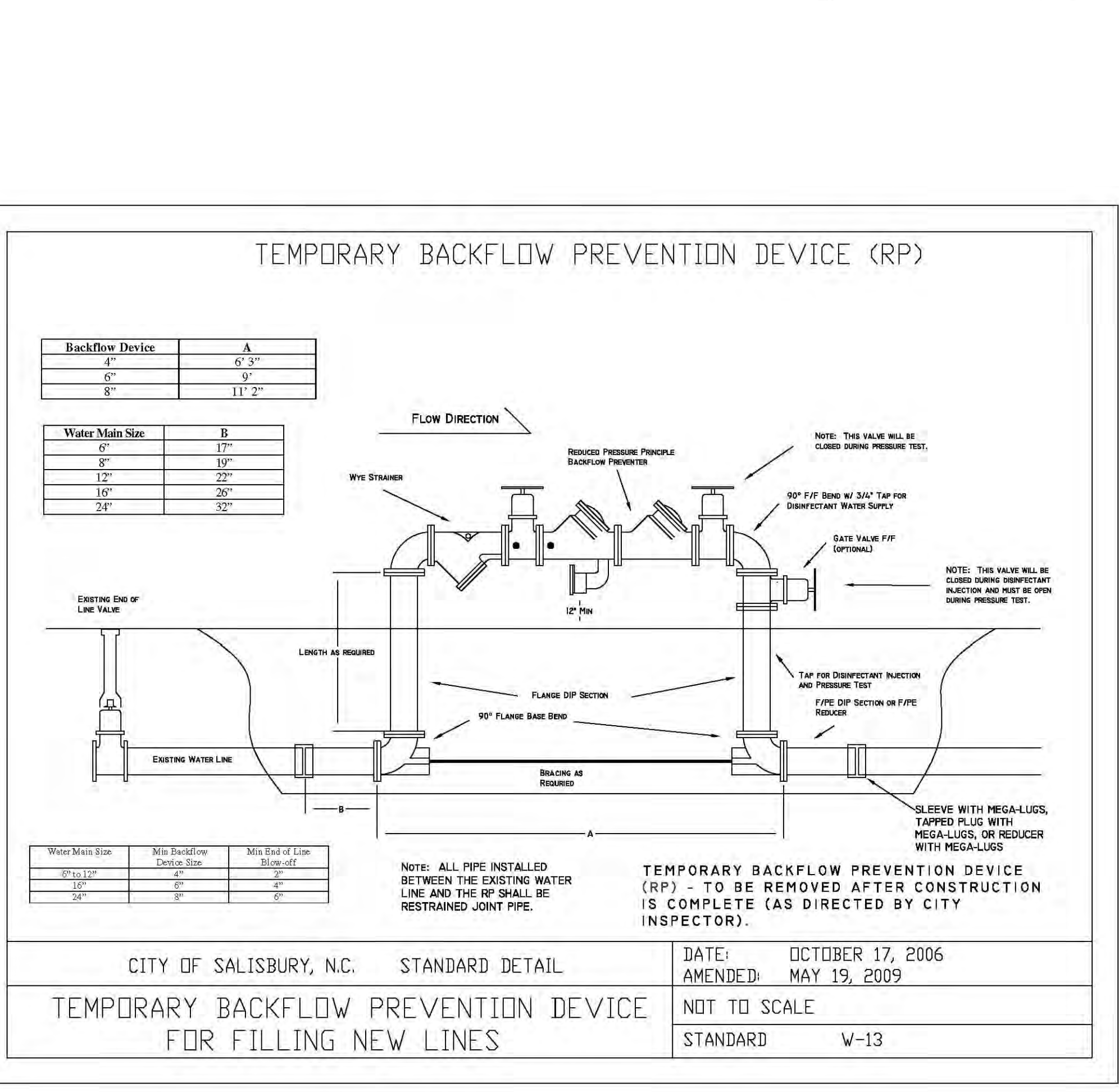
NORTH CAROLINA PROFESSIONAL ENGINEER
 Jeffrey D. Moody
 LICENSE NO. 27053
 JEFFERY D. MOODY

3/11/2022
 UTILITY CONSTRUCTION PLANS ONLY

UTILITY ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151

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alley, williams, carmen, & king, inc.
 CONSULTING ENGINEERS
 FIRM LICENSE No. F-0203
 120 SOUTH MAIN STREET KANNAPOLIS, NC 28082 P.O. BOX 1248 704/335-1515



CITY OF SALISBURY, N.C. STANDARD DETAIL DATE: OCTOBER 17, 2006 AMENDED: MAY 19, 2009

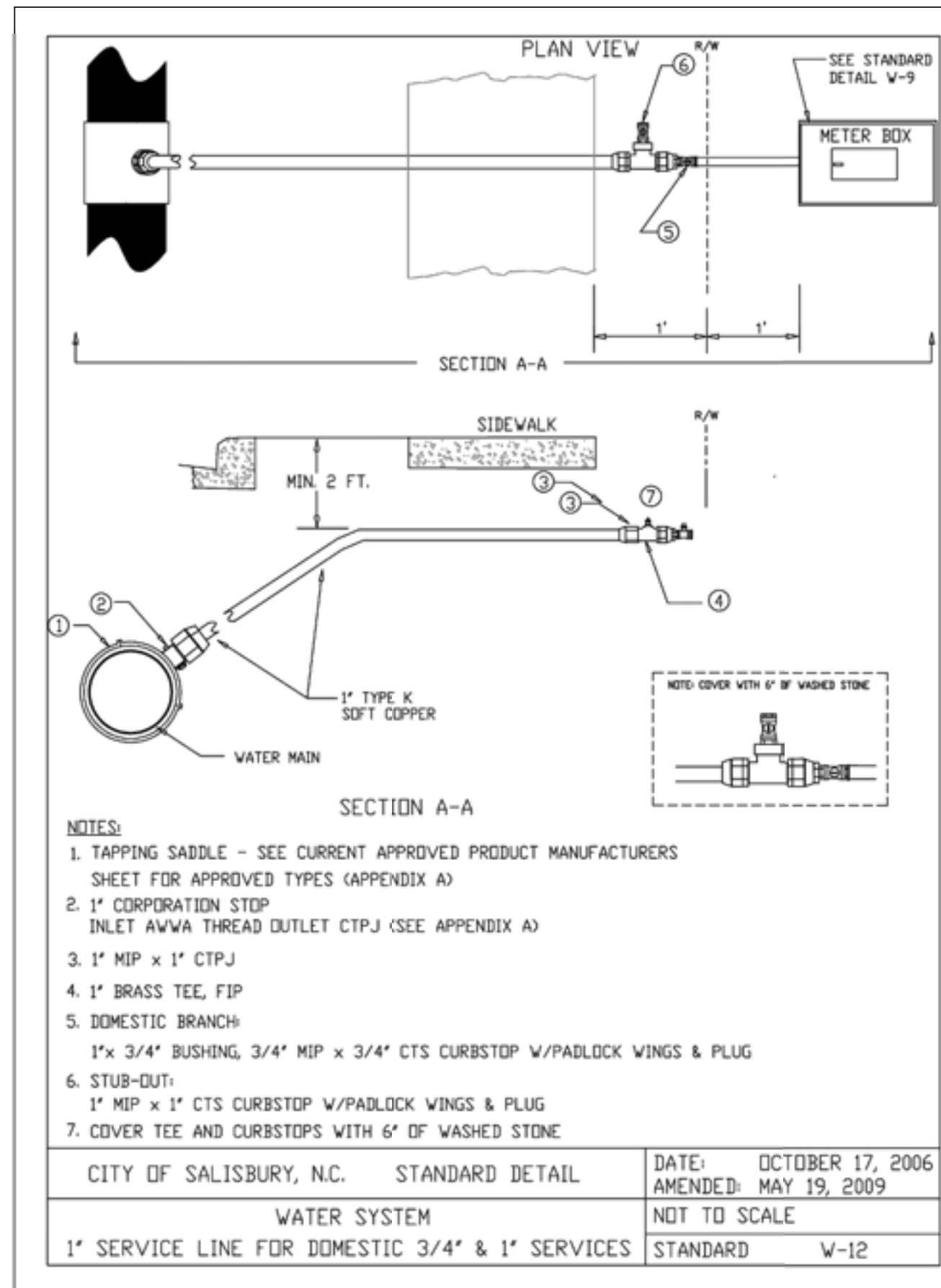
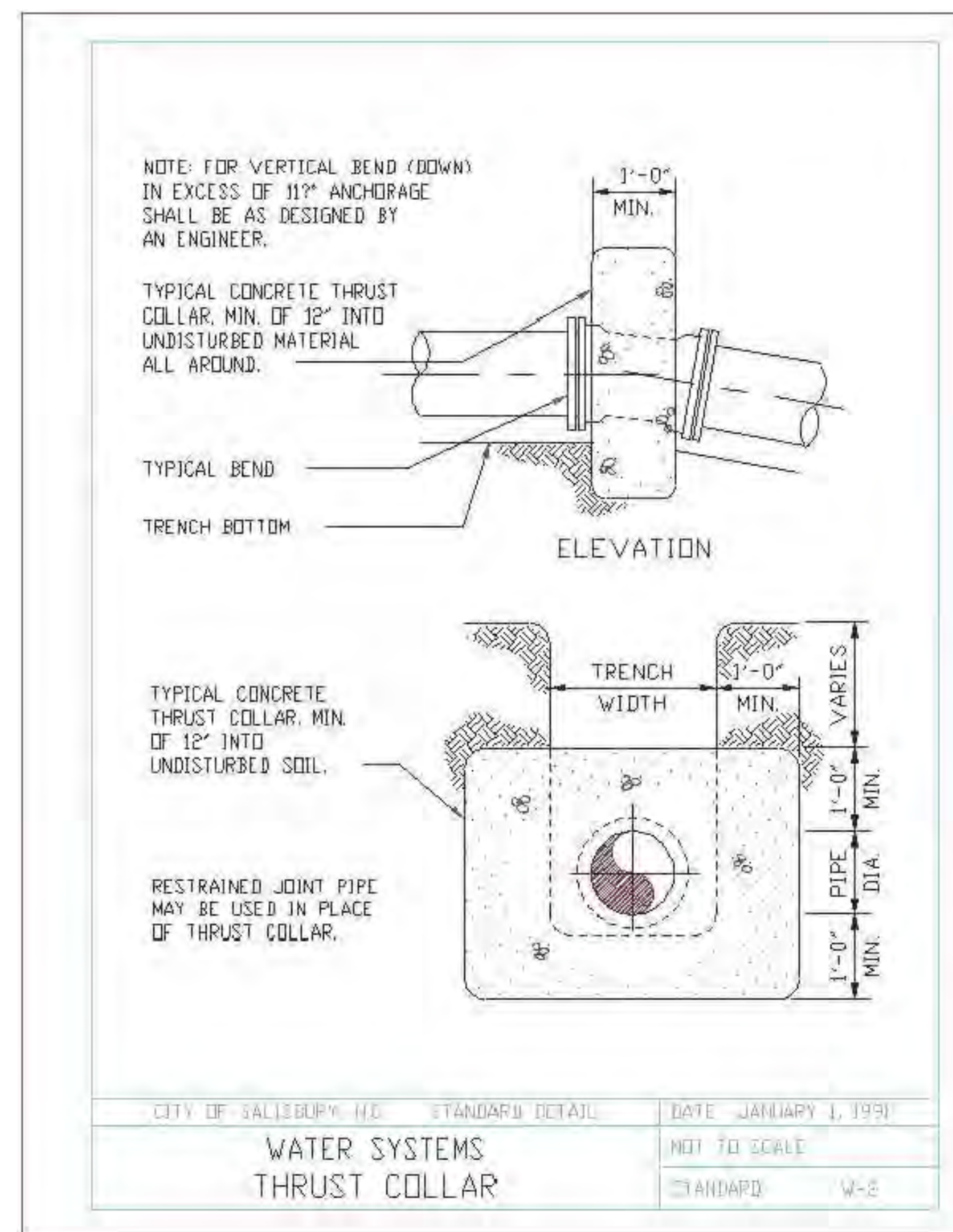
TEMPORARY BACKFLOW PREVENTION DEVICE FOR FILLING NEW LINES NOT TO SCALE STANDARD W-13

CITY OF SALISBURY, N.C. STANDARD DETAIL DATE: JANUARY 1, 1991

PIPELINE INSTALLATION TYPE 1 BEDDING NOT TO SCALE STANDARD P-1

CITY OF SALISBURY, N.C. STANDARD DETAIL DATE: OCTOBER 17, 2006

WATER SYSTEMS VALVE BOX NOT TO SCALE STANDARD W-4



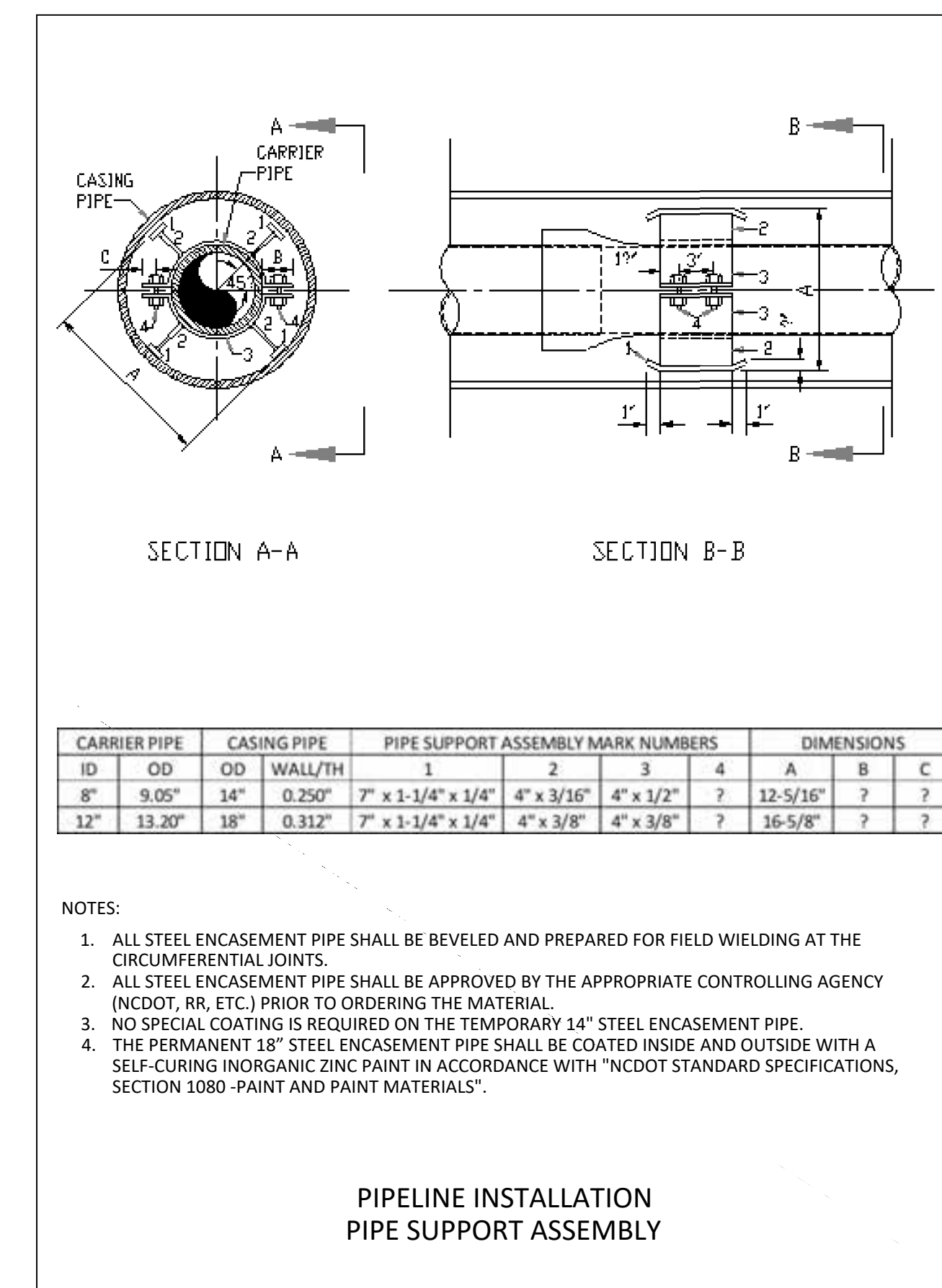
- ### Appendix A
- 04-12-2018
- City of Salisbury Water Sewer Maintenance Department
Approved Product Manufacturers (Domestic Products Only)
- Ductile Iron Pipe - Domestic, Pressure Class 350, AWWA C-151/ANSI A21.51, ANSI C-111/AWWA A21.11, AWWA C-150/ANSI A21.50:**
 - American Cast Iron Pipe Co.*
 - Griffin Pipe*
 - Tyler Pipe / Union Foundry*
 - U S Pipe*
 - Atlantic States*
 - Ductile Iron Mechanical Joint Fittings - Domestic, Pressure Class 350, AWWA C-153/ANSI A21.53, AWWA C-111/ANSI A21.11, AWWA C-104/ANSI A21.4:**
 - Griffin Pipe*
 - Tyler Pipe / Union Foundry*
 - U S Pipe*
 - Gate Valves - Resilient Seated, NRS, (3" - 16") 200 PSI Rating, (Open Left):**
 - American Flow Control Series 500 or 2500 (With Slotted Bolt Holes at 11:00 & 1:00 position Only)*
 - Clow Series F-6100 (With Slotted Bolt Holes at 11:00 & 1:00 position Only)*
 - Mueller Series 2360 (With Slotted Bolt Holes at 11:00 & 1:00 position)*
 - Tapping Valves - Resilient Seated, NRS (4" - 16") Flange x M.J. 200 PSI Rating, (Open Left):**
 - American Flow Control Series 500 or 2500 (No Slots on Flange side)*
 - Clow F-6114 (No Slots on Flange side)*
 - Mueller T-2360*
 - Ductile Iron Tapping Sleeve - Two-Piece (4" through 12") M.J. 200 PSI Rating:**
 - American Flow Control Series 2800 (No Slots on Tapping Flange side)*
 - Mueller H-615 (No Slots on Tapping Flange side)*
 - Tyler/Union*
 - Cast Iron Valve Boxes - Two-Piece:**
 - Tyler Series 6855 Slip-Type with 5 1/4" Drop Lid*
 - Fire Hydrants - 200 PSI minimum Rating, Grease Filled, Painted Silver, 6" M.J. Shoe, (2) 2-1/2" Hose & (1) 4-1/2" Pumper Nozzles (bronze) with NST Threads, 4-1/2" Main Valve Opening (Open Left), UL Listed & FM Approved:**
 - American Flow Control MK-73*
 - Clow Medallion*
 - Mueller Super Centurion*

PROJECT REFERENCE NO. B-5772	SHEET NO. UC-3B
DESIGNED BY: JDM	
DRAWN BY: RCC	
CHECKED BY:	
APPROVED BY:	
REVISED:	3/11/2022
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
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alley, williams, carmen, & king, inc. CONSULTING ENGINEERS FIRM LICENSE No. F-0203 120 SOUTH MAIN STREET KANNAPOLIS, NC 28082 P.O. BOX 1248 704/938-1515	

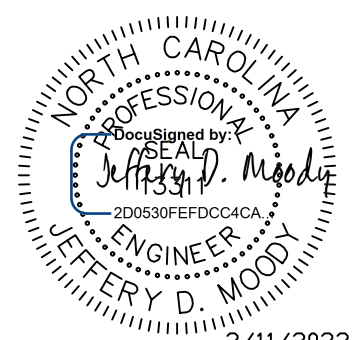
- ### Appendix A
- 04-12-2018
- Curb Stops - Full Port Ball Valve, (Brass with Padlock Wings):**
 - Ford B11W & B41W* No Lead
 - McDonald 6101W & 6102W* No Lead
 - Corporation Stops - Ball Valve, (3/4" - 1", Brass, AWWA/CC Thread Inlet x Copper Tube Compression Nut Outlet):**
 - Ford FB1000G* No Lead
 - McDonald 4701BT* No Lead
 - Mueller B-25008* No Lead
 - Corporation Stops - Ball Valve, (1-1/2" - 2", Brass, AWWA/CC Thread Inlet x Copper Tube Pack Nut Outlet):**
 - Ford FB1000* No Lead
 - McDonald 4701B-22* No Lead
 - Mueller P-25008* No Lead
 - Service Saddles for AC/CI/DI Pipe - (Stainless Steel Double Strap, Nylon Coated Ductile Iron Saddle):**
 - Romac 202NS*
 - Smith-Blair 317*
 - Service Saddles for PVC Pipe - (Brass):**
 - Ford S70 & S90*
 - McDonald 3801, 3805, 3891 & 3895*
 - Copper Meter Setters:**
 - Ford CS-VBEHC72-95157-05 for 3/4" Services* No Lead
 - McDonald 21U207WNTT33 for 3/4" Services* No Lead
 - Ford CS-VBEHC74-95319-03 for 1" Services* No Lead
 - McDonald 21U412WNTT44 for 1" Services* No Lead
 - Ford VBHH77-15HBHC-41-77 for 2" Services* No Lead
 - McDonald 26R715WD27754 for 2" Services* No Lead
 - Copper Tubing:**
 - Type "K" soft, ASTM B-88*
 - Miscellaneous Brass Couplings:**
 - Ford* No Lead
 - McDonald* No Lead
 - Mueller* No Lead

- ### Appendix A
- 04-12-2018
- Meter Boxes:**
 - DFW Plastics Inc. - DFW1324C-18-BODY with DFW Plastics Inc. - DFW1324C-1CF ORION-LID for 3/4" & 1" Services (meter box lids shall be plastic lids with recessed knockouts for cellular transmitters)*
 - DFW Plastics Inc. - DFW1730C-18-BODY with DFW Plastics Inc. - DFW1730C-1CF ORION-LID for 2" services (meter box lids shall be plastic lids with recessed knockouts for cellular transmitters)*
 - Joint Restraint:**
 - EBAA Megalug 1100 Series for DI/CI Pipe*
 - EBAA Megalug 2000PV Series for PVC Pipe*
 - Romac GripRing PVC/DI/CI Pipe*
 - UNI-FLANGE 1400 ("U" domestic) Series for DI/CI Pipe*
 - UNI-FLANGE 1500 ("U" domestic) Series for PVC Pipe*
 - Cast Couplings, Straight & Transition:**
 - Ford FC1 & FC2*
 - Romac 501*
 - Smith-Blair 441*
 - Repair Clamps: (repair only - not approved for new construction)**
 - Romac Stainless Steel SS1 & SS2*
 - Smith-Blair Stainless Steel 261 & 262*
 - RP Backflows - University of Southern California Foundation for Cross-Connection Control & Hydraulic Research Approval:**
 - Ames*
 - Cobraco*
 - Febco*
 - Wilkins*
 - Sewer Manholes - Domestic, Gray Iron Castings Conform to ASTM-A48 Class 35B, Ductile Iron Casting Conform to ASTM-A536, NCDOT 840.54 Standard, Support H20 Wheel Load, Cover dimension of 23-1/2" x 1" thick across the top with a minimum weight of 125Lbs. Marked "Sanitary Sewer". Frame dimension of 7-1/2" tall x 33-1/4" across the bottom with a minimum weight of 189Lbs:**
 - East Jordan Iron Works #41384173*
 - U.S. Foundry 669KL*
 - PVC Pipe & Fittings - Pressure Rated Water Distribution, ASTM D-1784, ASTM D-2241:**

- ### Appendix A
- 04-12-2018
- 2" - SDR 13.5, Class 315*
 - 6" - 8" AWWA C900 - DRI4, Class 200*
- PVC Pipe & Fittings - Gravity Sewer, ASTM D-3034, ASTM F-679, ASTM D-2665 (Charlotte Pipe, North American, or approved equal):**
 - 4" - 30" SDR-35*
 - 4" - 6" SCH 40 NSF-DW*
 - Sewer Transition Couplings - (repair only - not allowed on new construction):**
 - Fernco Strong Back - RC Coupling Series*
 - Mission Rubber Company, Flex - Seal ARC MR Series Couplings
 - Sewer Wyes:**
 - Saddle Wye - Contech PFSP & PFTP style*
 - Adapter - Harco 35-4004 (4") & 35-4006 (6") Plastic Trends P1213 (4") P1215 (6")*
 - Wye - Lasco, Charlotte Pipe, Spears, or approved equal*
- *Note: Some manufacturers are producing both domestic and import materials. In some instances the part numbers may be the same or have just a letter or number difference (example - the Ford Uni-Flange 1400 series joint restraint - a "U" has been added to the part number for USA made). **Only the domestic manufactured materials will be accepted.** Suppliers and contractors should verify the materials are domestically manufactured before installation. Shop drawings are required to be submitted and approved prior to the start of construction.



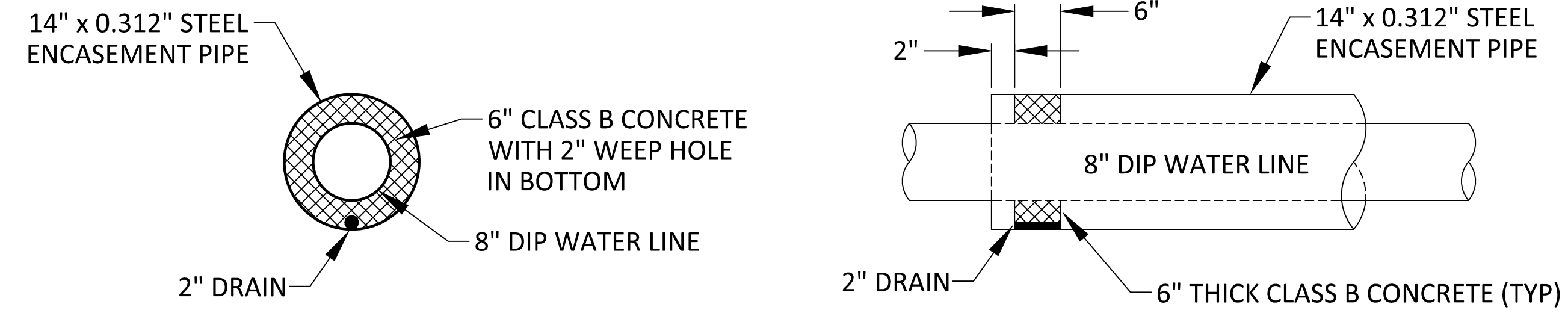
TEMPORARY WATER LINE DETAILS

PROJECT REFERENCE NO. <i>B-5772</i>	SHEET NO. <i>UC-3C</i>
DESIGNED BY: <i>JDM</i>	
DRAWN BY: <i>RCC</i>	
CHECKED BY:	
APPROVED BY:	
REVISID:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	3/11/2022
UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	UTILITY CONSTRUCTION PLANS ONLY

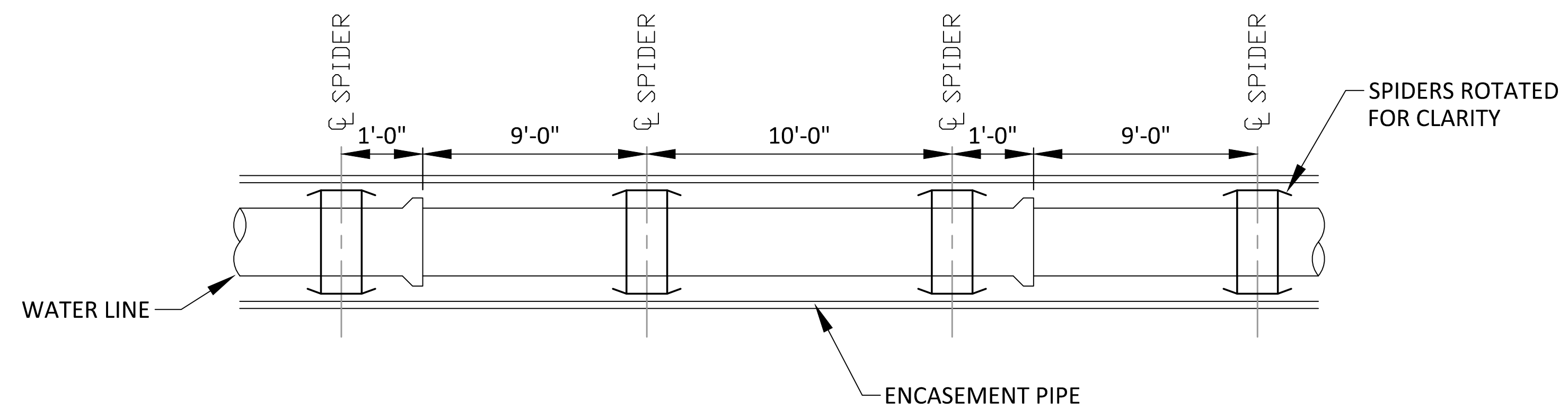
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CONSULTING ENGINEERS
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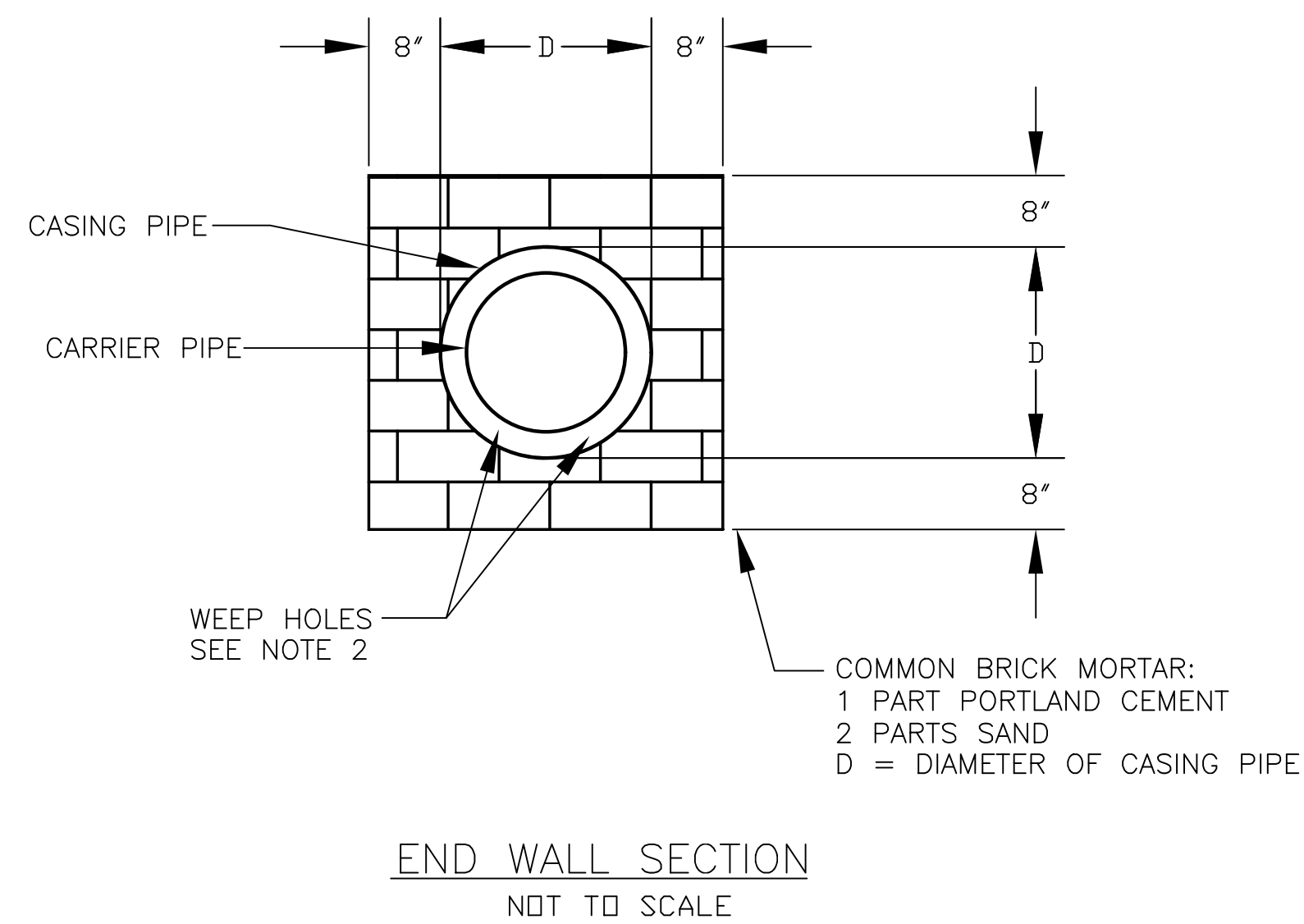
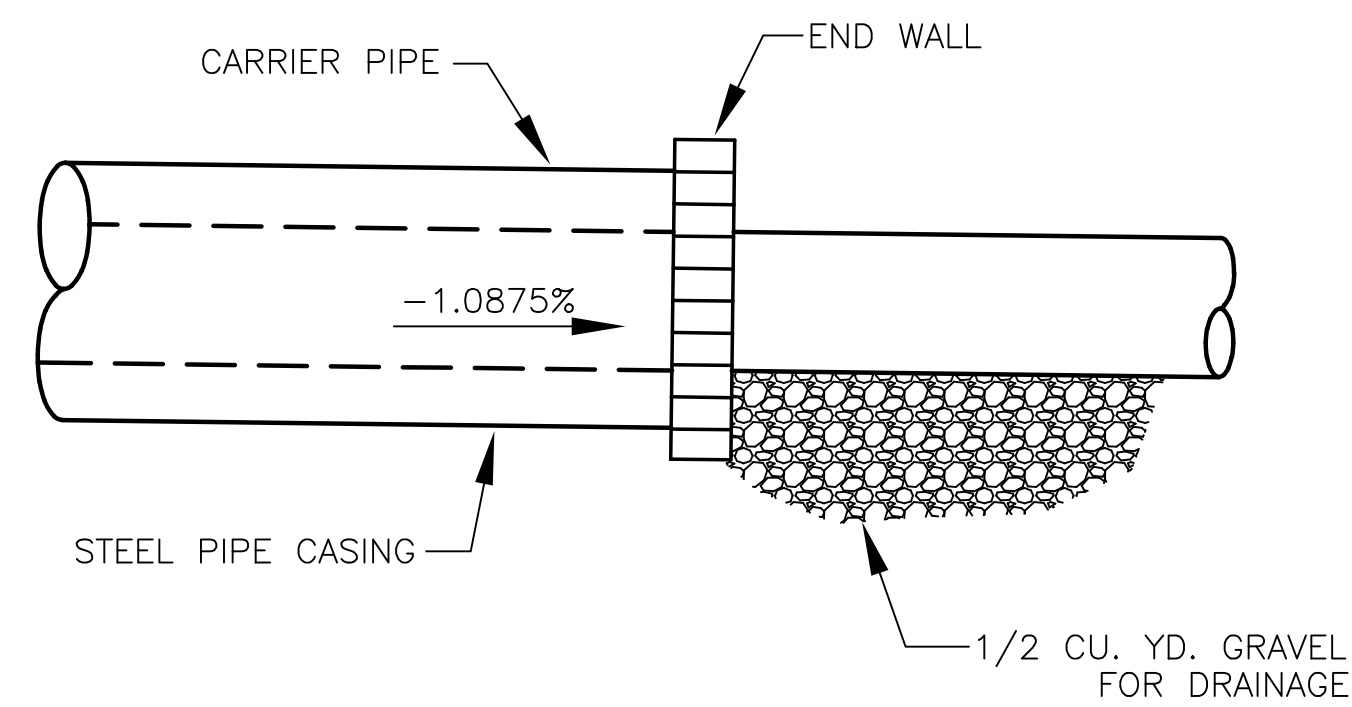
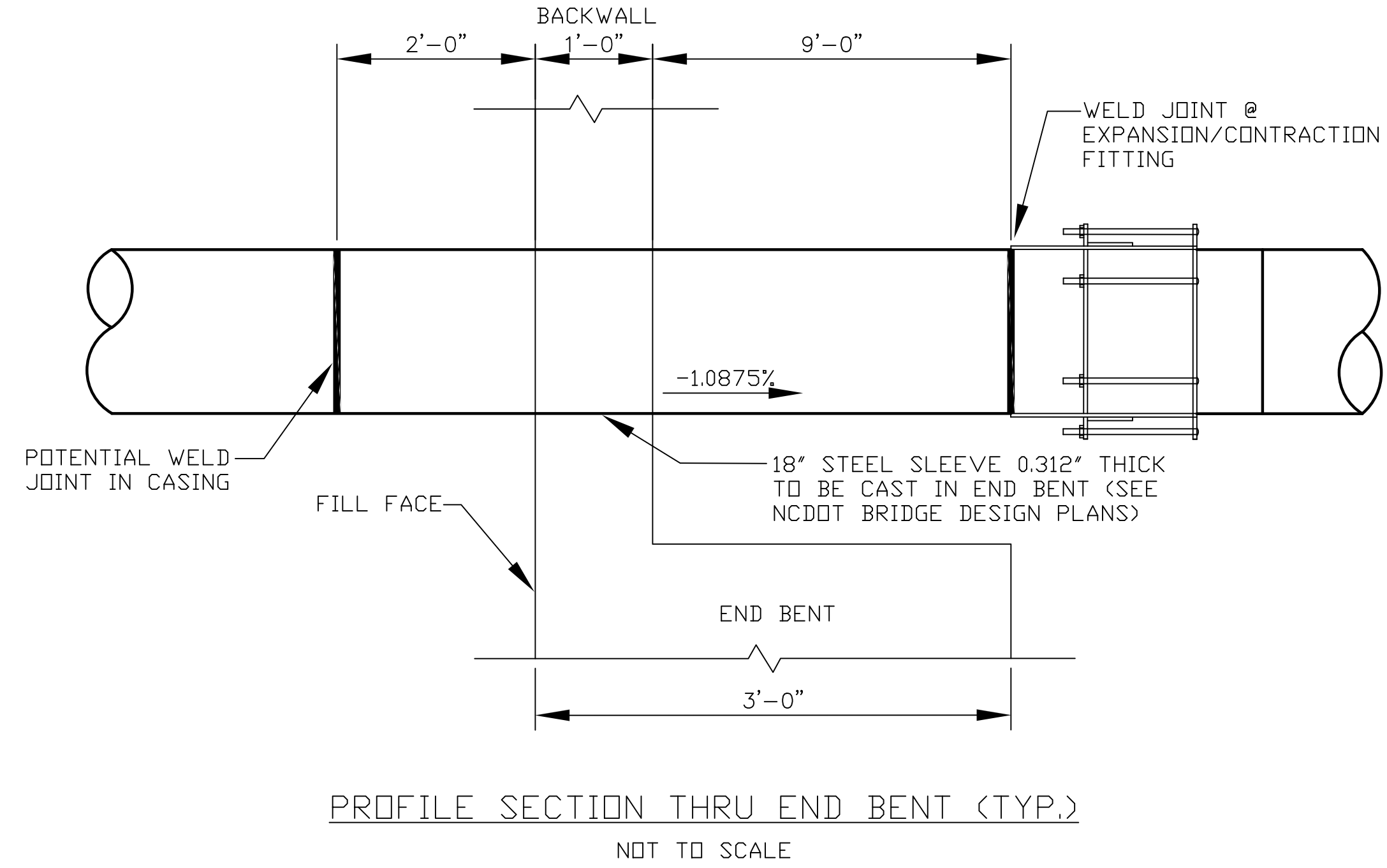
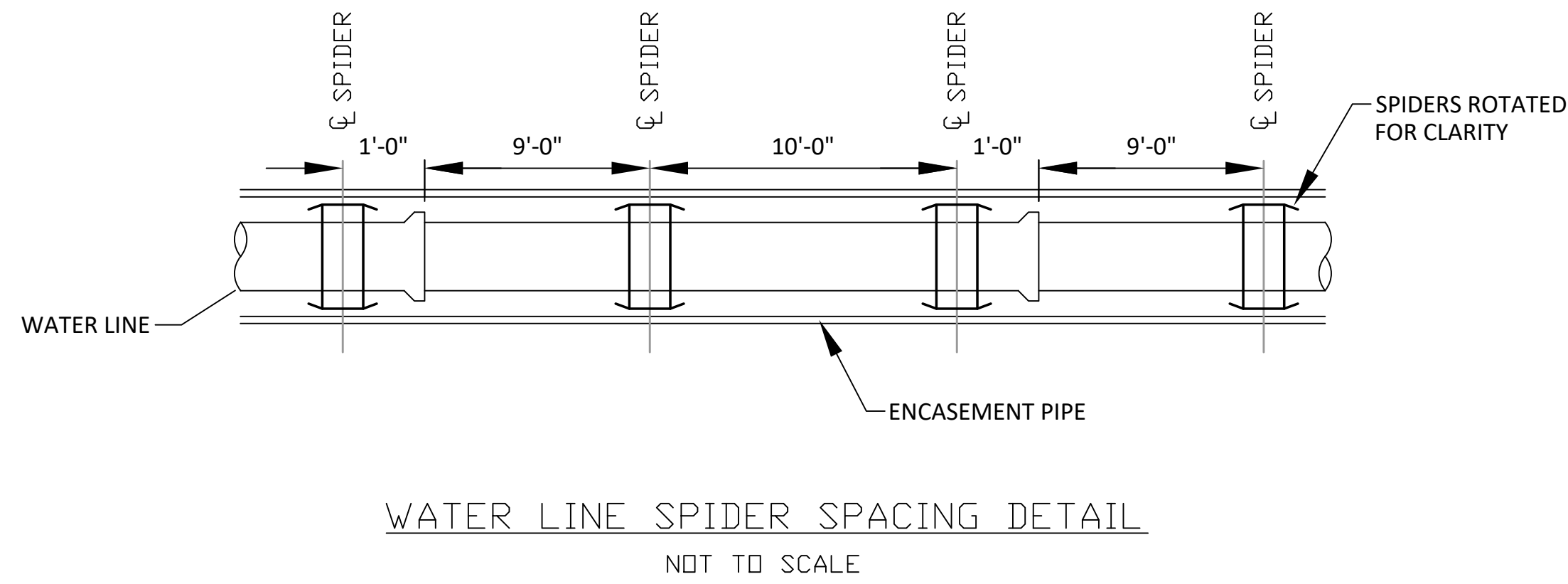
14" TEMPORARY ENCASEMENT PIPE END SEALS



WATER LINE SPIDER SPACING DETAIL

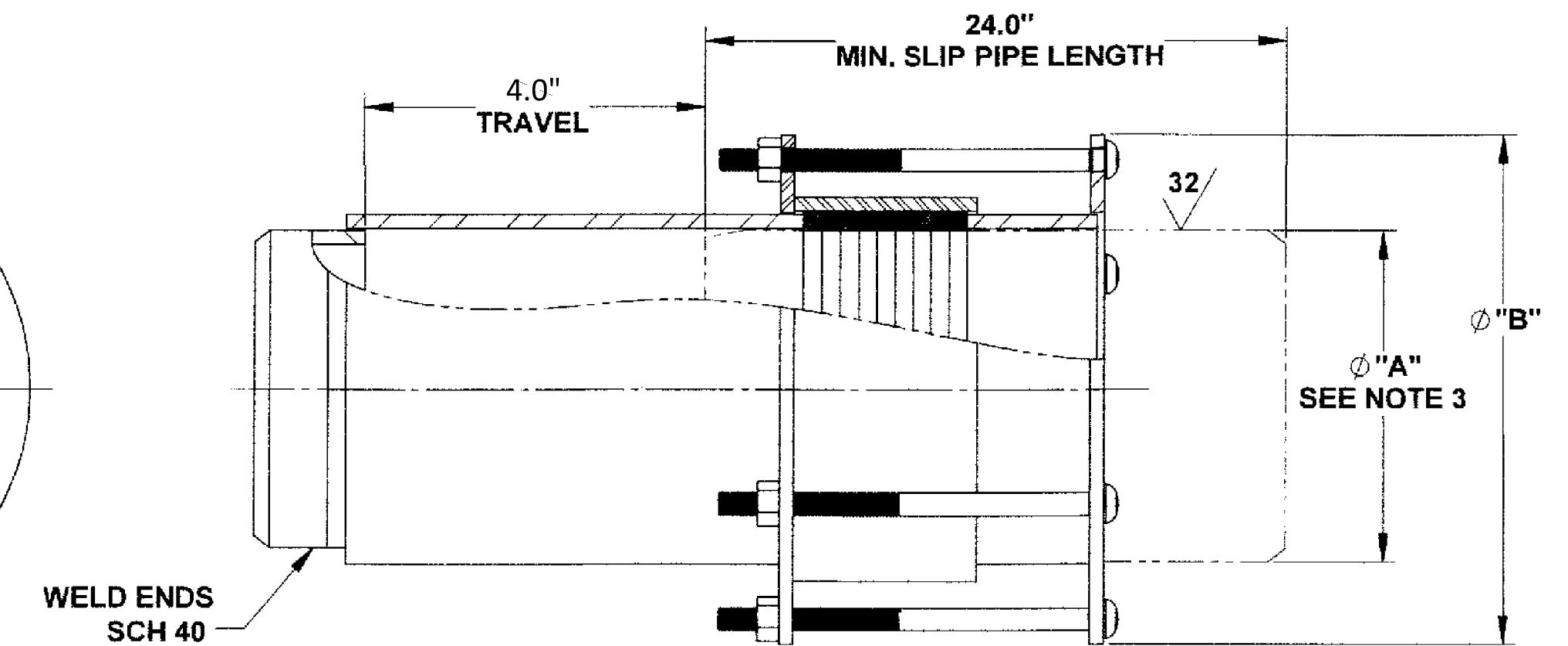
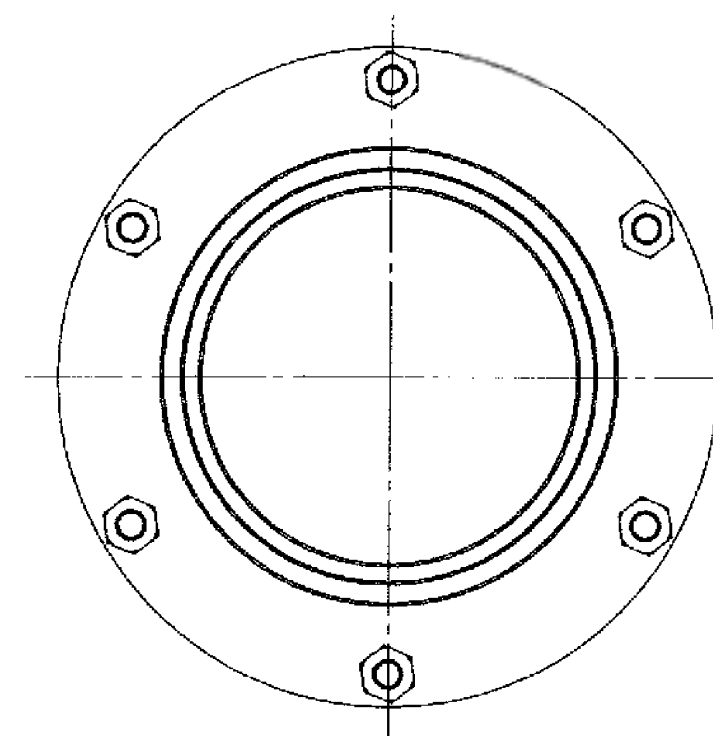
PERMANENT WATER LINE DETAILS

PROJECT REFERENCE NO. B-5772	SHEET NO. UC-3D
DESIGNED BY: JDM	
DRAWN BY: RCC	
CHECKED BY:	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
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- NOTES:
- SEE DRAWINGS FOR LOCATION, SIZE AND LENGTH OF STEEL PIPE CASINGS.
 - INSTALL TWO (2) 1" DRAINS EACH SIDE OF CARRIER PIPE IN DOWNHILL END WALL.

WRENCH SIZE CHART	
NUT	SIZE
5/8"-11UNC HH	1-1/16"



WELD END WITHOUT SLIP PIPE - WITHOUT LIMIT RODS

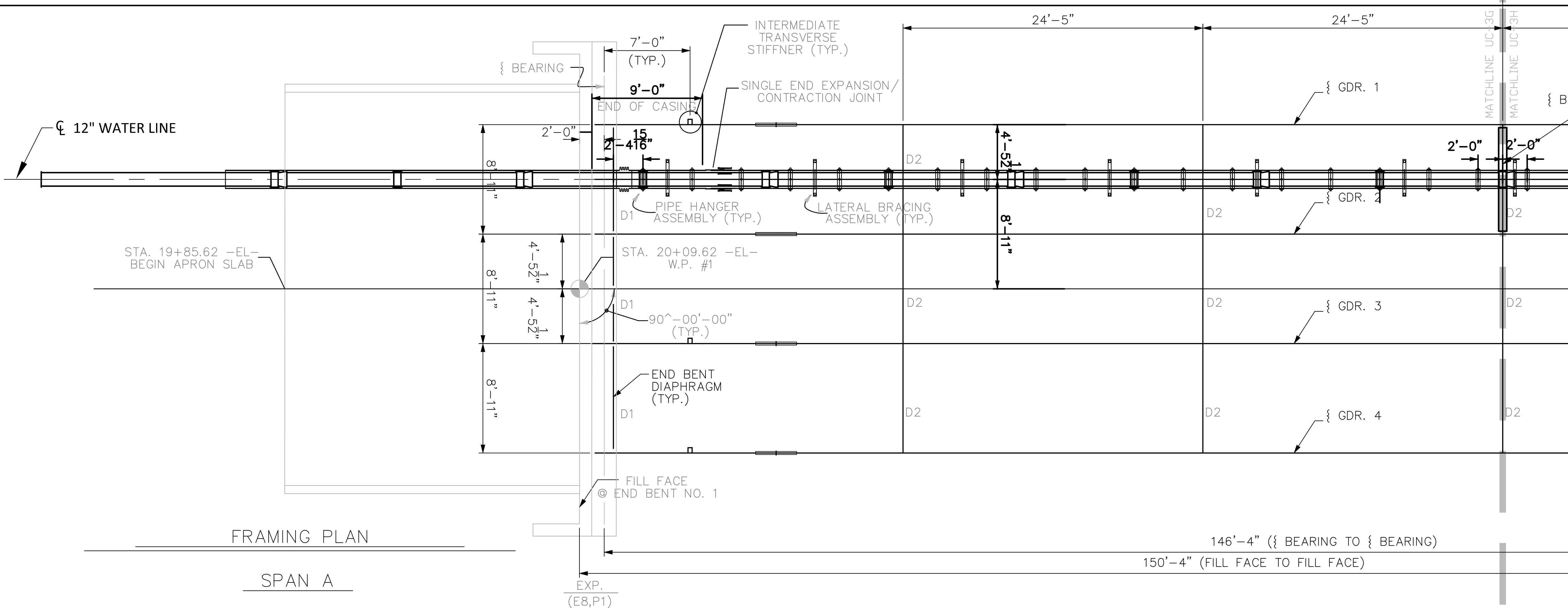
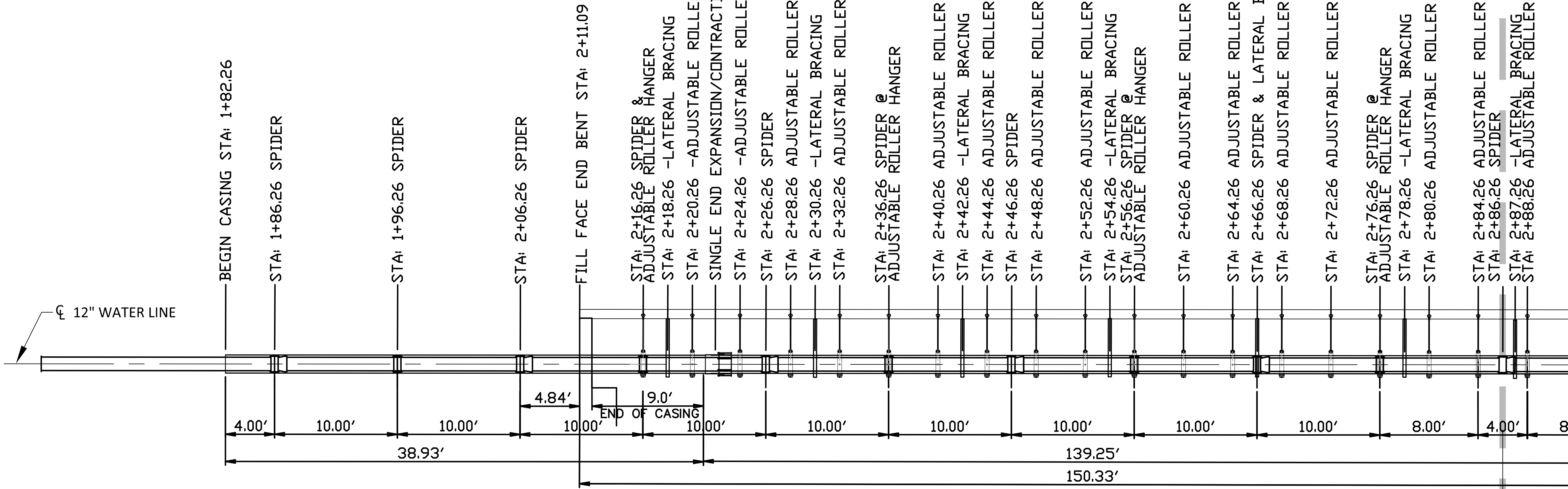
NOM. PIPE SIZE	SLIP PIPE O.D. "A"	MAX O.D. "B"	APPROX. WEIGHT (LBS)
3	3.50	8.38	50
4	4.50	9.63	65
6	6.63	11.88	90
8	8.63	13.88	125
10	10.75	16.00	185
12	12.75	18.00	195
14	14.00	19.25	220
16	16.00	21.25	250
18	18.00	23.25	280
20	20.00	25.25	310
22	22.00	27.25	340
24	24.00	29.31	370

- NOTES:
- SEE MANUFACTURER'S CATALOG FOR ADDITIONAL DETAILS.
 - 8" WELD END EXPANSION JOINT SHOWN OTHER SIZES SIMILAR
 - CUSTOMER FURNISHED SLIP PIPE MUST HAVE A PREPARED END AT LEAST 24IN IN LENGTH THAT IS ROUND, SURFACE ROUGHNESS OF 32 μ IN OR BETTER 18IN MIN. FROM STAB END, AND NO GREATER THAN +.030" OR -.010" FROM NOMINAL SIZE.
 - ENGINEERED FOR AXIAL PIPE MOVEMENT ONLY

EXPANSION COUPLING DETAIL
NOT TO SCALE

PERMANENT WATER LINE DETAILS

PERMANENT 18" ENCASEMENT PIPE PROFILE SUPPORT DETAIL

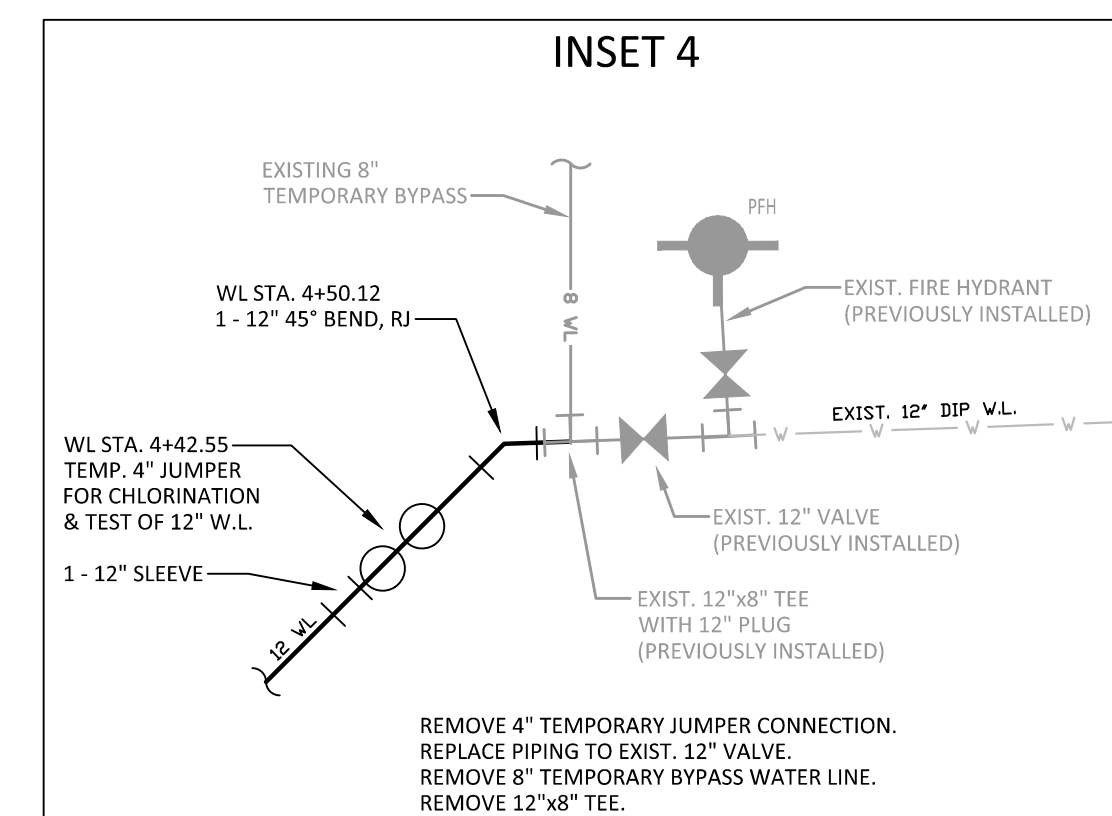
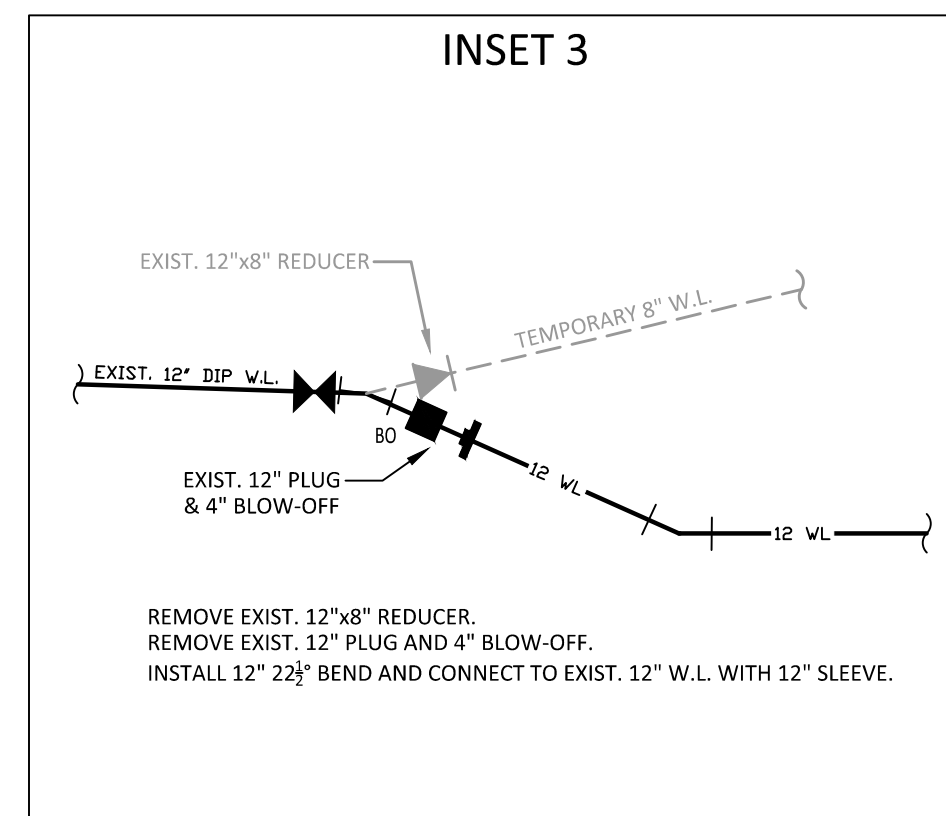
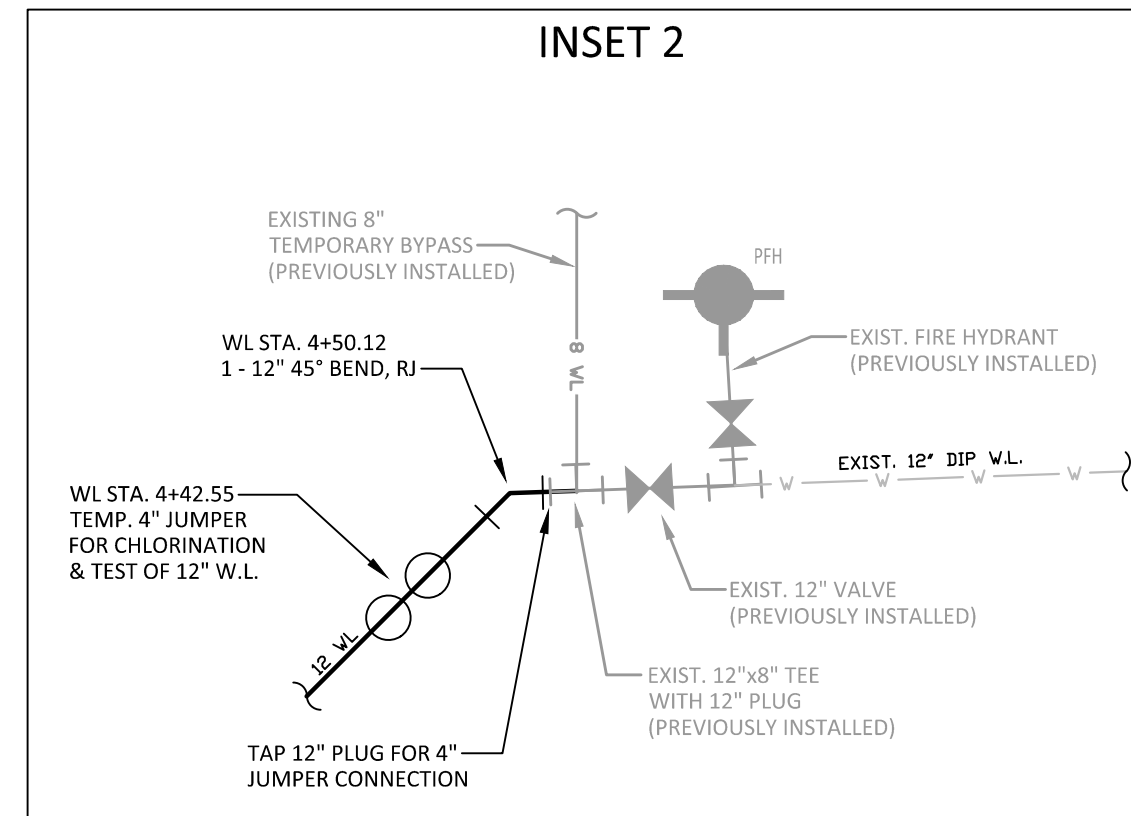
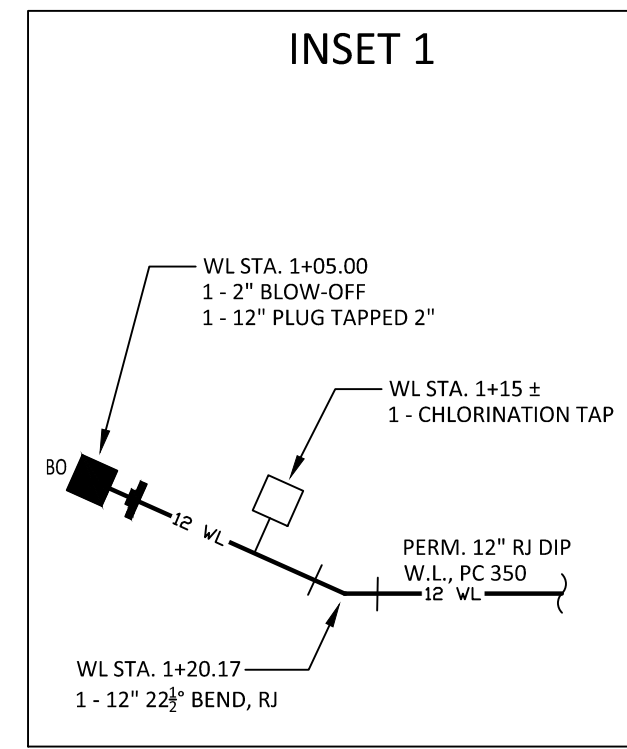


PROJECT REFERENCE NO. B-5772	SHEET NO. UC-3G
DESIGNED BY: JDM	
DRAWN BY: RCC	
CHECKED BY:	
APPROVED BY:	
REVISED:	3/11/2022
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151 UTILITY CONSTRUCTION PLANS ONLY	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
alley, williams, carmen, & king, inc. CONSULTING ENGINEERS FIRM LICENSE No. F-0203 120 SOUTH MAIN STREET P.O. BOX 1248 KANNAHOLIS, NC 28082 704/338-1515	



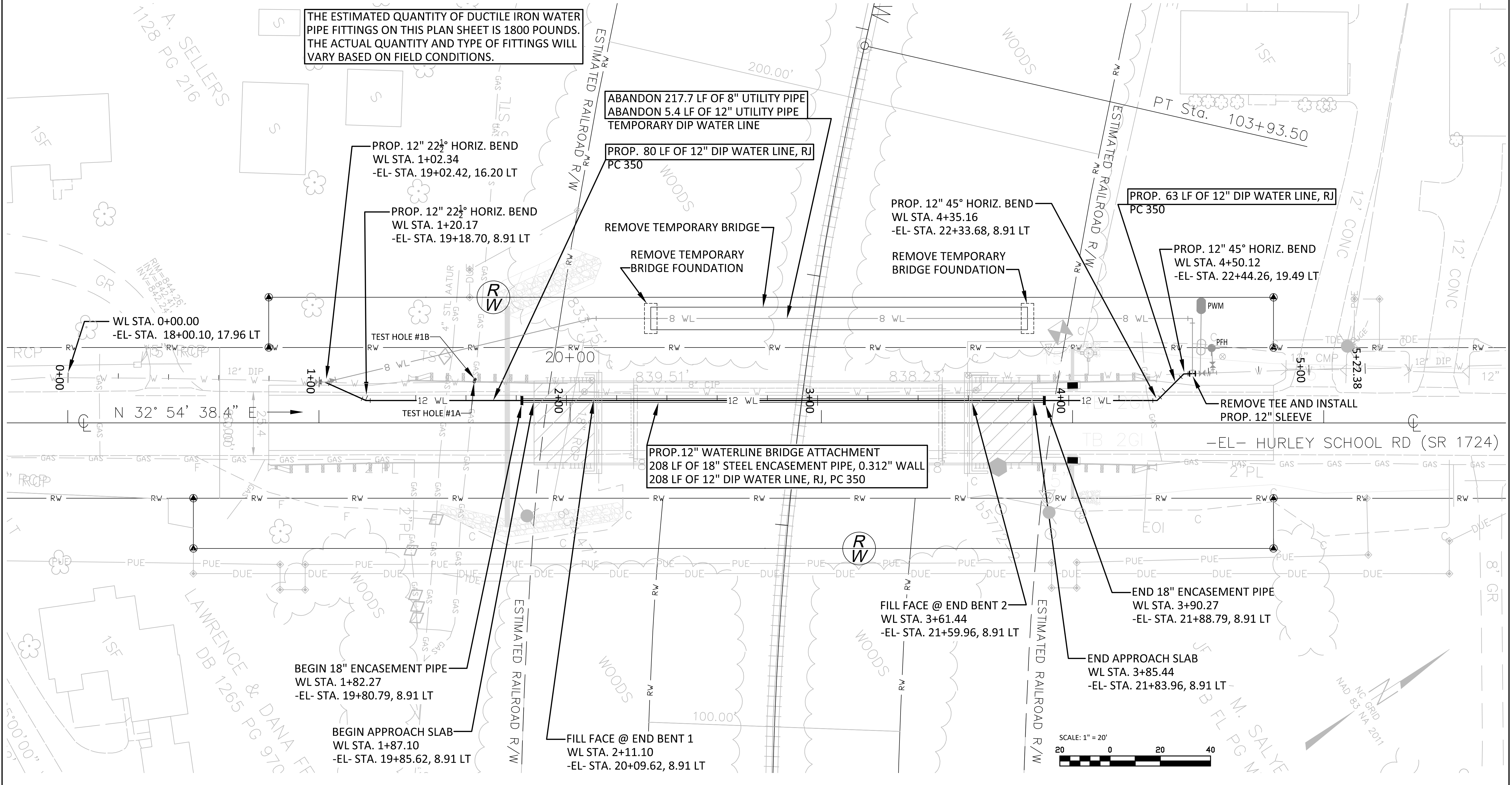
PERMANENT WATER LINE SEQUENCE OF CONSTRUCTION:

1. CONSTRUCT PERMANENT 12" DIP RESTRAINED JOINT WATERLINE ATTACHMENT TO PROPOSED BRIDGE WITH 18" X 0.375" STEEL CASING, USING 18" SHORT PIPE ROLLERS AND STEEL STRUCTURAL TUBING SUSPENDED BETWEEN BRIDGE GIRDERS NO. 1 AND 2 AS SHOWN ON THE PLANS AND AS DETAILED.
2. INSTALL 4" BLOW-OFF AND 8" PLUG AT STA. 1+05 AS SHOWN IN INSET 1 AND INSTALL 12" DIP WATER LINE ACROSS PERMANENT BRIDGE.
3. CUT-OFF WATER AT THE EXISTING 12" GATE VALVE (PREVIOUSLY INSTALLED DURING THE CONSTRUCTION OF THE TEMPORARY 8" WATERLINE) ON THE SOUTH END OF THE BRIDGE. COORDINATE THE CUT-OFF WITH SALISBURY ROWAN UTILITIES. THIS CUT-OFF AND SUBSEQUENT TIE-IN WILL NEED TO BE COMPLETED DURING NON-SCHOOL HOURS NOR WHEN EXTRA-CURRICULAR ACTIVITIES ARE BEING HELD AT THE SCHOOL. INSTALL 4" JUMPER CONNECTION AND CONNECT TO THE PERMANENT 12" WATERLINE ATTACHED TO THE PERMANENT BRIDGE AS SHOWN IN INSET 2.
4. AFTER PRESSURE TESTING, CHLORINATION, FLUSHING AND BACTERIAL TESTING IS COMPLETED ON THE PERMANENT 12" WATERLINE, CUT-OFF WATER AND REMOVE THE 12" PLUG AND 4" BLOW-OFF ALONG WITH THE TEMPORARY 8" WATERLINE WITH 12" X 8" REDUCER AND RECONNECT THE PERMANENT 12" WATERLINE TO THE EXISTING 12" GATE VALVE AS SHOWN IN INSET 3. ALSO REMOVE THE 4" TEMPORARY JUMPER CONNECTION AND 4" WATERLINE BACK TO THE EXISTING 12" GATE VALVE AND REPLACE WITH 12" WATERLINE AS SHOWN IN INSET 4.
5. FLUSH TEMPORARY LINE TO REMOVE AND SEDIMENT AND AIR THAT MAY HAVE INTERFERED THE SYSTEM WHILE MAKING THE TIE-INS AND PLACE THE PROPOSED WATERLINE IN SERVICE.
6. ONCE THE PERMANENT 12" WATERLINE IS IN SERVICE, THE 8" TEMPORARY WATERLINE AND THE TEMPORARY BRIDGE STRUCTURE SHALL BE REMOVED.



PROJECT REFERENCE NO. B-5772	SHEET NO. UC-5
DESIGNED BY: JDM	
DRAWN BY: RCC	
CHECKED BY:	
APPROVED BY:	
REVISER:	3/11/2022
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
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PERMANENT WATER LINE PLAN

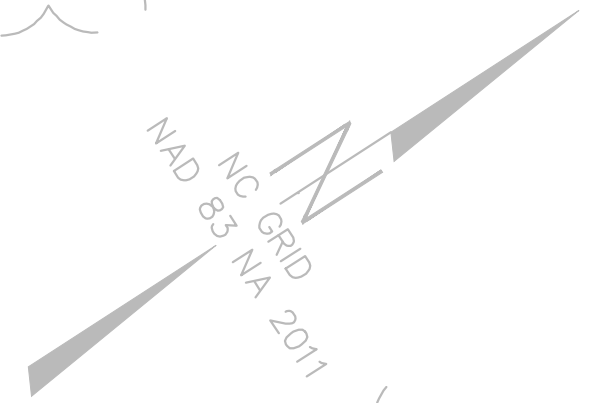


THE ESTIMATED QUANTITY OF DUCTILE IRON WATER PIPE FITTINGS ON THIS PLAN SHEET IS 1800 POUNDS. THE ACTUAL QUANTITY AND TYPE OF FITTINGS WILL VARY BASED ON FIELD CONDITIONS.

ABANDON 217.7 LF OF 8" UTILITY PIPE
ABANDON 5.4 LF OF 12" UTILITY PIPE
TEMPORARY DIP WATER LINE

REMOVE TEMPORARY BRIDGE
REMOVE TEMPORARY BRIDGE FOUNDATION

PROP. 12" WATERLINE BRIDGE ATTACHMENT
208 LF OF 18" STEEL ENCASEMENT PIPE, 0.312" WALL
208 LF OF 12" DIP WATER LINE, RJ, PC 350



TEMPORARY BRIDGE FOR SUPPORT OF WATER LINE

THE BRIDGE STRUCTURE SHOWN ON THESE DRAWINGS IS FOR THE TEMPORARY SUPPORT OF THE WATER LINE THAT IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE BRIDGE REPLACEMENT. THE DESIGN AND CONSTRUCTION OF THE TEMPORARY BRIDGE SHALL CONFORM TO THE FOLLOWING STANDARDS.

DESCRIPTION

THE CONTRACTOR SHALL FURNISH DESIGN CALCULATIONS AND DRAWINGS REQUIRED; FURNISH MEMBERS AND DECK MATERIALS FOR STRUCTURES AND ANY OTHER MATERIALS NECESSARY; ERECT, MAINTAIN, REMOVE AND DISPOSE OF TEMPORARY STRUCTURES REQUIRED FOR THE MAINTENANCE OF THE WATER LINE AND FOR MAINTENANCE PERSONNEL ACCESS. THE BRIDGE STRUCTURE DOES NOT NEED TO BE DESIGNED FOR PEDESTRIAN, HIGHWAY AND OTHER TRAFFIC LOADINGS. CONSTRUCT TEMPORARY STRUCTURES IN ACCORDANCE WITH THE CONTRACT.

MATERIALS

USE MATERIALS FOR TEMPORARY STRUCTURES THAT CONFORM TO DIVISION 10 OR PREVIOUSLY USED MATERIALS CONFORMING TO THE CONTRACT. OBTAIN APPROVAL FOR THE USE OF SALVAGED MATERIALS AND MATERIALS NOT COVERED BY DIVISION 10 BEFORE THEIR USE.

PLANS

A. FURNISHING PLANS:

- USE THE PLANS FOR THE TEMPORARY STRUCTURE FURNISHED IN THESE DRAWINGS AND SUBMIT A DESIGN IN ACCORDANCE WITH PARAGRAPH B.
- FOR ALL CONTRACTOR DESIGNS, FURNISH ONE SET OF DESIGN CALCULATIONS AND DETAIL DRAWINGS OF THE STRUCTURE IN ACCORDANCE WITH PARAGRAPH B.
- SUBMIT DETAIL DRAWINGS AND DESIGN CALCULATIONS FOR TEMPORARY STRUCTURES FOR REVIEW AND COMMENT BEFORE BEGINNING WORK. DO NOT PERFORM ANY WORK UNTIL THE DETAIL DRAWINGS ARE REVIEWED AND ACCEPTED.

ACCEPTANCE OF SUCH DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR SAFETY AND CONTINUOUSLY MAINTAINING SUPPORT FOR THE WATER LINE.

B. DESIGN REQUIREMENTS FOR CONTRACTOR FURNISHED DRAWINGS:

- PROVIDE TEMPORARY STRUCTURES OF SUCH CARRYING CAPACITY, DIMENSIONS, GRADES AND ALIGNMENT AS REQUIRED BY THESE DRAWINGS. DESIGN TEMPORARY STRUCTURE TO CARRYING THE UTILITY LOADS AND UNIFORM LIVE LOADS IN THE FOLLOWING MAGNITUDES:

- UTILITY LOADING (WATER LINE + ENCASEMENT): 90 POUNDS PER LINEAR FOOT* 20 POUNDS PER SQUARE FOOT UNIFORM LIVE LOADING:**

*UNIFORM LIVE LOAD PLACED AT CENTERLINE OF BRIDGE

- ENSURE AN ENGINEER LICENSED BY THE STATE OF NORTH CAROLINA DESIGNS AND DETAILS THE TEMPORARY STRUCTURE. CONSTRUCT THE TEMPORARY STRUCTURE IN ACCORDANCE WITH THIS DESIGN.
- INDICATE IN THE PLANS, THE SPECIFICATIONS FOR THE MATERIALS USED IN THE TEMPORARY STRUCTURE.

CONSTRUCTION METHODS

- CONSTRUCT AND MAINTAIN TEMPORARY STRUCTURE TO ADEQUATELY AND SAFELY CARRY SPECIFIED LOADING DURING THE ENTIRE PERIOD FOR WHICH THEY ARE REQUIRED.
- REMOVE AND DISPOSE OF THE TEMPORARY STRUCTURES AFTER THEY ARE NO LONGER REQUIRED IN ACCORDANCE WITH THE SECTION BELOW.
- UPON REMOVAL OF THE TEMPORARY STRUCTURE, ALL MATERIAL FURNISHED BY THE

CONTRACTOR FOR USE IN THIS STRUCTURE SHALL REMAIN THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE PROVIDED IN THE CONTRACT.

- UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, REMOVE TEMPORARY PILING TO THE STREAMBED LEVEL OR TO ONE FOOT BELOW EXISTING GROUND.

MEASUREMENT AND PAYMENT

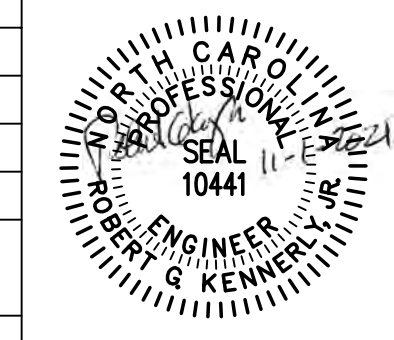


- THE PRICE AND PAYMENT BELOW WILL BE FULL COMPENSATION FOR ALL WORK REQUIRED TO PROVIDE TEMPORARY STRUCTURES.
- THE WORK COVERED BY THIS SECTION WILL BE PAID AT THE CONTRACT LUMP SUM PRICE FOR CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY STRUCTURE AT STATION 3+85.00.
- PAYMENT WILL BE MADE UNDER:
PAY ITEM PAY UNIT
CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY STRUCTURE AT STATION 3+85.00 LUMP SUM

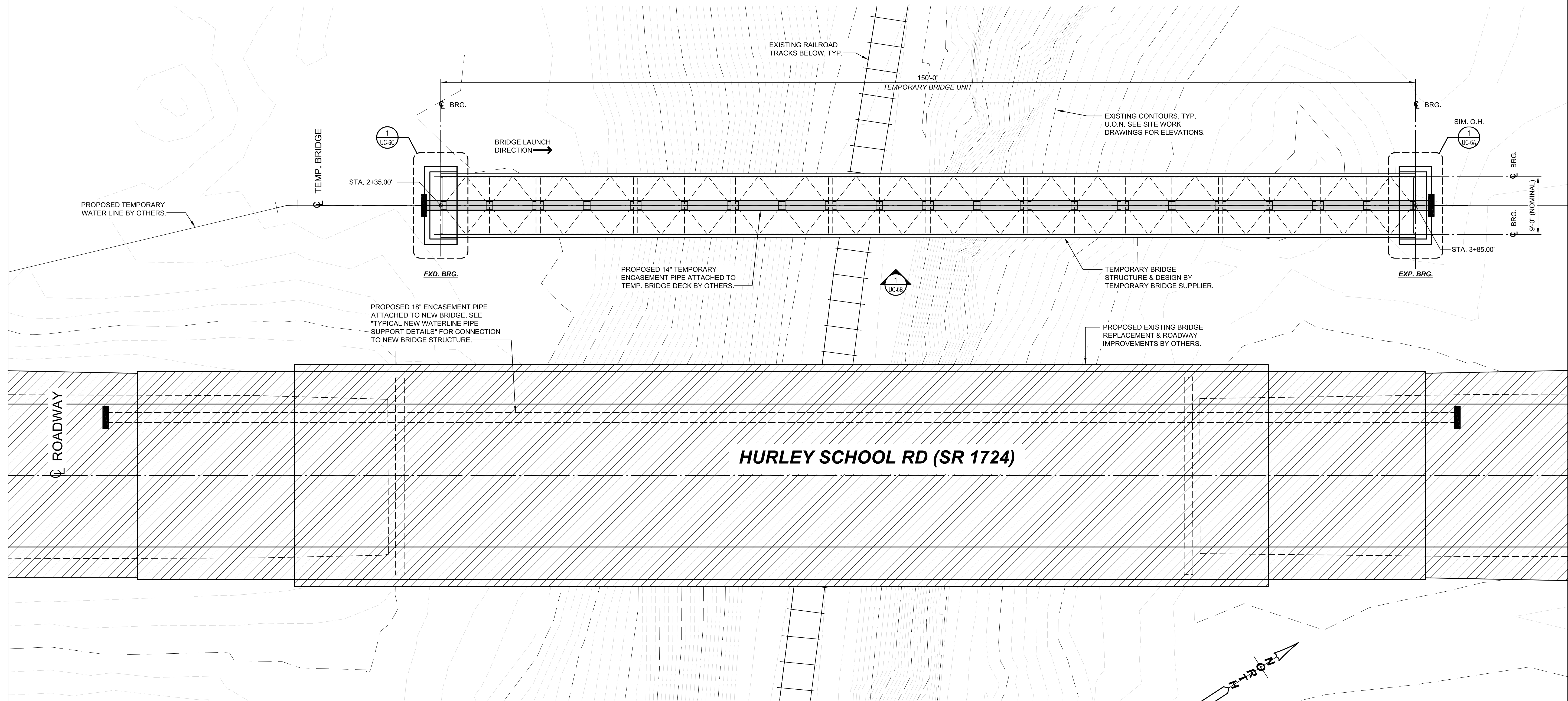
REMOVAL OF TEMPORARY STRUCTURES

- EXCAVATE AS NECESSARY TO REMOVE THE STRUCTURE; DISMANTLE, SALVAGE AND STOCKPILE MATERIALS AND COMPONENTS OF THE TEMPORARY STRUCTURE.
- MAINTAIN ACCESS AND SUPPORT OVER THE TEMPORARY STRUCTURE IN ACCORDANCE WITH DIVISION 11 UNLESS OTHERWISE STIPULATED BY THE CONTRACT. COMPLY WITH THE POSTED LOAD LIMITS OF THE TEMPORARY STRUCTURE. THE MAINTENANCE OF THE TEMPORARY STRUCTURE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- USE APPROVED METHODS AND OPERATIONS FOR REMOVAL OF THE TEMPORARY STRUCTURE. UPON REMOVAL, ALL MATERIALS BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED IN THE CONTRACT. DISPOSE OF WASTE

AND DEBRIS FROM THE TEMPORARY STRUCTURE IN ACCORDANCE WITH SECTION 802.

- PERFORM REMOVAL OPERATIONS WHILE PREVENTING DAMAGE TO ADJACENT PROPERTY. PROTECT NEW CONSTRUCTION DURING OTHER OPERATIONS NECESSARY FOR THE REMOVAL OF THE TEMPORARY STRUCTURE.
- UNLESS OTHERWISE REQUIRED BY THE CONTRACT, REMOVE TEMPORARY SUBSTRUCTURE DOWN TO ONE FOOT BELOW THE NATURAL GROUND SURFACE. REMOVE THE SUBSTRUCTURE AS NECESSARY TO AVOID INTERFERENCE WITH CONSTRUCTION OF THE PROPOSED STRUCTURE.

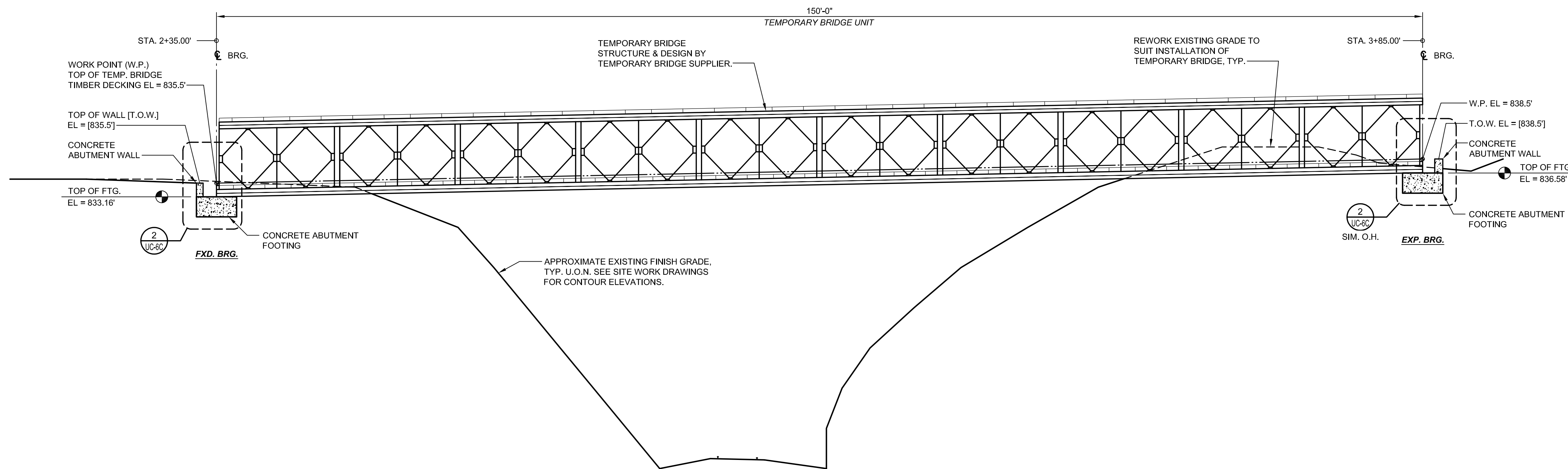
PROJECT REFERENCE NO. B-5772	SHEET NO. UC-6A
DESIGNED BY: RGK	
DRAWN BY: JDC	
CHECKED BY:	
APPROVED BY:	
REVISED:	UTILITY CONSTRUCTION PLANS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
 alley, williams, carmen, & king, inc. CONSULTING ENGINEERS FIRM LICENSE No. F-0203 120 SOUTH MAIN STREET KANNAPOLIS, NC 28082 P.O. BOX 1248 704/938-1515	
	
7327-G WEST FRIENDLY AVENUE GREENSBORO, NC 27410 PH. (336) 854-8135 FIRM LICENSE NO. F-0869	



TEMPORARY WATERLINE SUPPORT BRIDGE FOUNDATION PLAN - STATION 3+85.00'

1/8" = 1'-0"
FY210011-PLNS

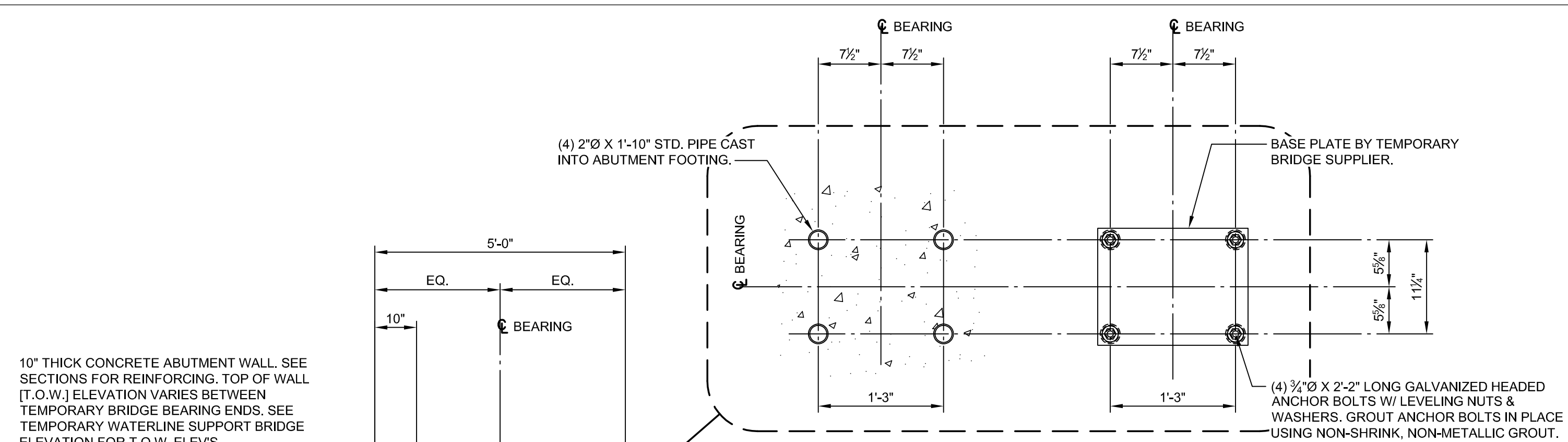
PROJECT REFERENCE NO.	SHEET NO.
B-5772	UC-6B
DESIGNED BY: RGK	
DRAWN BY: JDC	
CHECKED BY:	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
UTILITY CONSTRUCTION PLANS ONLY	
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7327-G WEST FRIENDLY AVENUE GREENSBORO, NC 27410 PH. (336) 854-8135 FIRM LICENSE NO. F-0869	



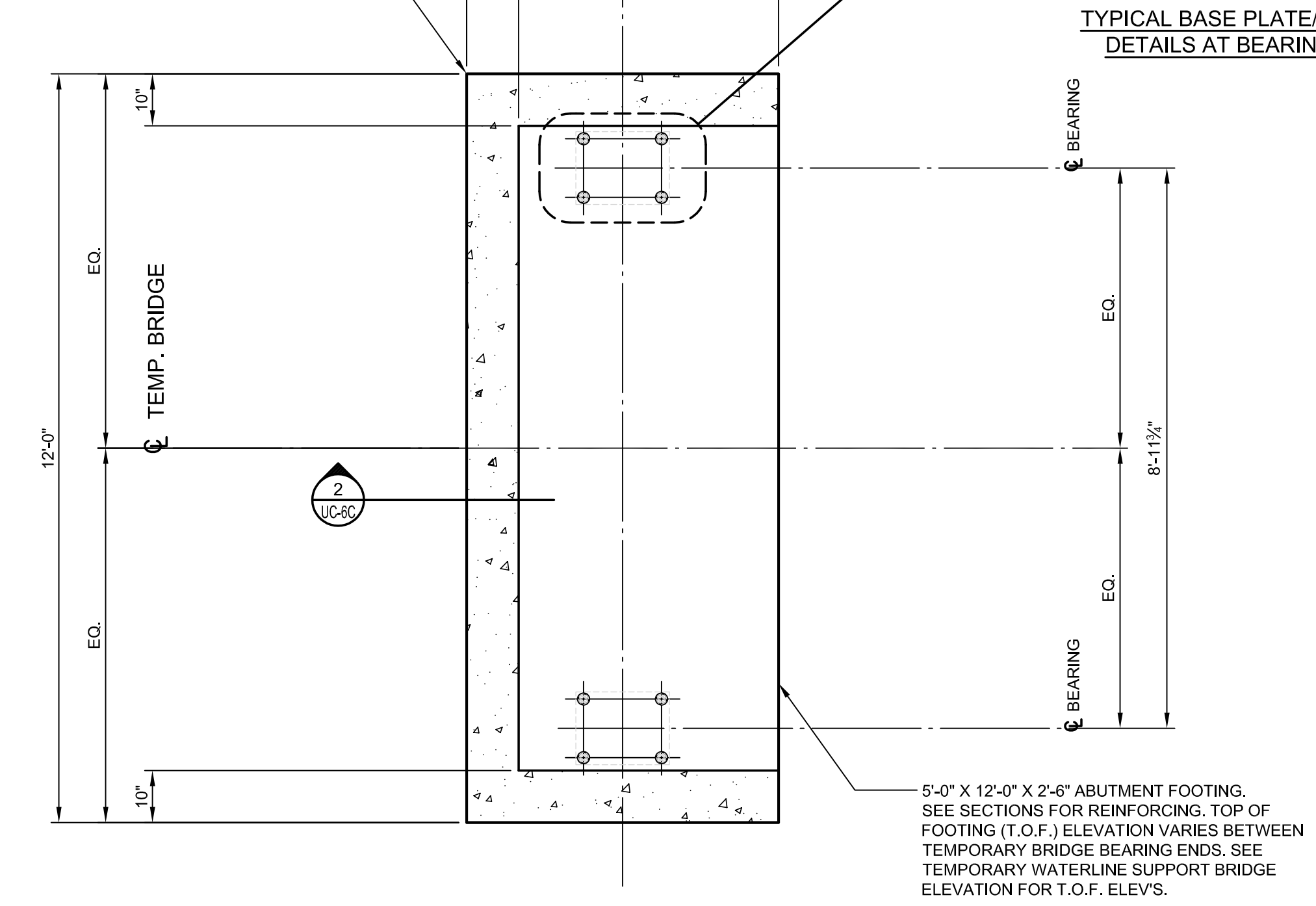
1
 UC-6B

TEMPORARY WATERLINE SUPPORT BRIDGE
ELEVATION
 1/8" = 1'-0"
 FY216011-ELEV

PROJECT REFERENCE NO. B-5772	SHEET NO. UC-6C
DESIGNED BY: RGK	
DRAWN BY: JDC	
CHECKED BY:	
APPROVED BY:	
REVISED:	UTILITY CONSTRUCTION PLANS ONLY
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
alley, williams, carmen, & king, inc. CONSULTING ENGINEERS FIRM LICENSE No. F-0203 120 SOUTH MAIN STREET KANNAPOLIS, NC 28082 P.O. BOX 1248 704/938-1515	
7327-G WEST FRIENDLY AVENUE GREENSBORO, NC 27410 PH. (336) 854-8135 FIRM LICENSE NO. F-0869	

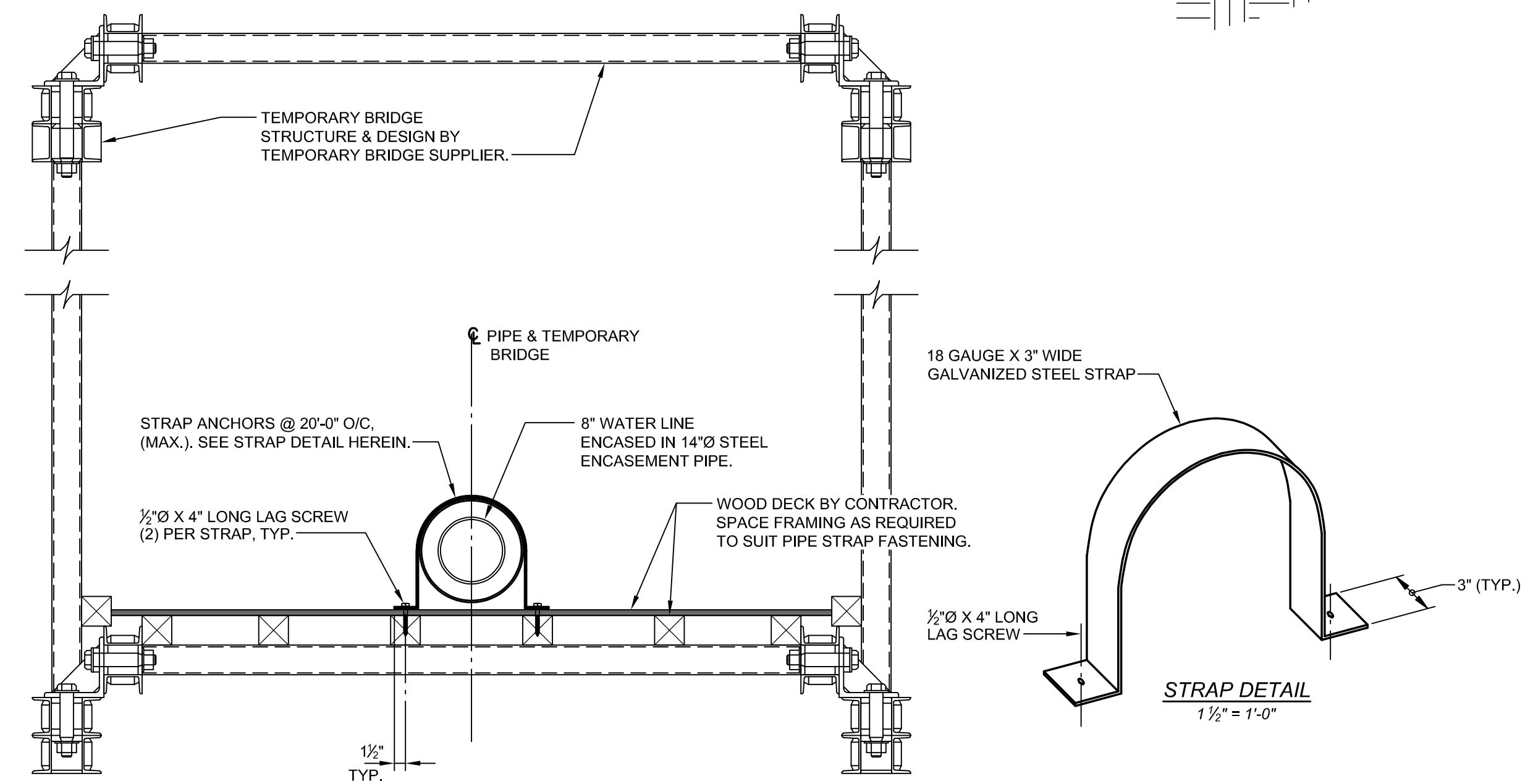


TYPICAL BASE PLATE/ANCHOR BOLT DETAILS AT BEARING: (1" = 1'-0")



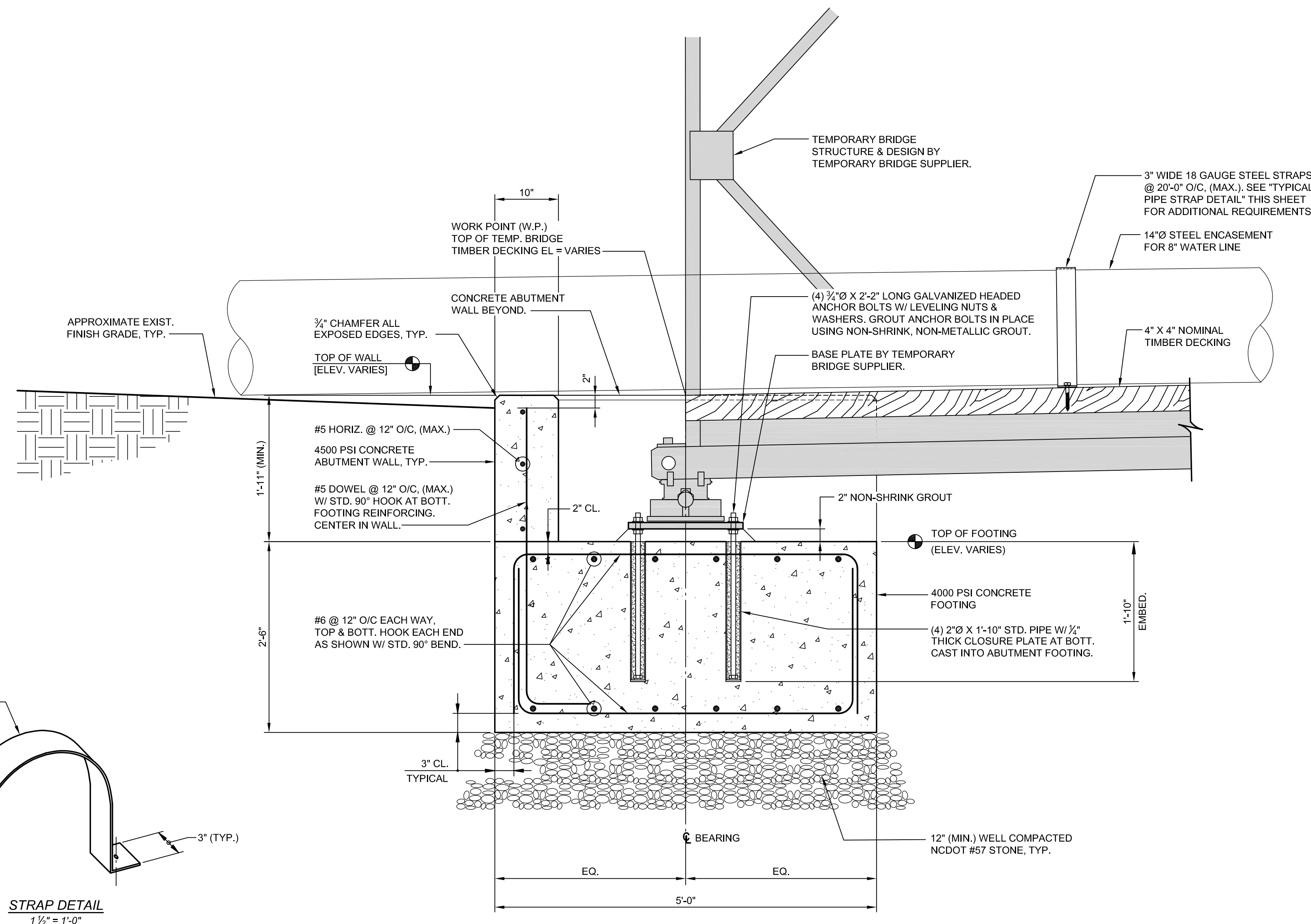
ABUTMENT FOUNDATION PLAN DETAIL

1 UC-6C
1/2" = 1'-0"
FY216011-TD02



TYPICAL PIPE STRAP DETAIL

3/4" = 1'-0"
FY216011-TD02



TYPICAL TEMPORARY BRIDGE BEARING

2 UC-6C
1" = 1'-0"
FY216011-S001

11-Mar-22

EXHIBIT B

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

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

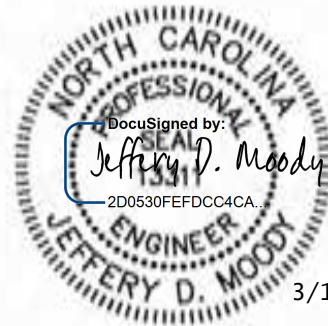
BRIDGE #66 OVER	PROJECT	TIP NO. B-5772	FEDERAL AID NO.	COUNTY
45728.3.1	C204718-UT		1724002	ROWAN

CITY OF SALISBURY COST

ITEM NUMBER	SEC #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	AMOUNT
5912000000-N	SP	GENERIC MISCELLANEOUS ITEM 18" STRUCTURE HANGER SYSTEM	Lump Sum	LS	\$12,500.00	\$12,500.00
5912000000-N	SP	GENERIC MISCELLANEOUS ITEM TEMPORARY BRIDGE STRUCTURE FOR 8" WATER LINE	Lump Sum	LS	\$33,750.00	\$33,750.00
5325800000-E	1510	8" WATER LINE	LF	93.25	\$160.00	\$14,920.00
5326200000-E	1510	12" WATER LINE - BETTERMENT COST BETWEEN 12" AND 8" WATER ATTACHED TO BRIDGE	LF	160	\$40.00	\$6,400.00
5326200000-E	1510	12" WATER LINE	LF	93.5	\$200.00	\$18,700.00
5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	LBS	1050	\$15.00	\$15,750.00
5540000000-E	1515	6" VALVE	EA	0.25	\$3,200.00	\$800.00
5558000000-E	1515	12" VALVE	EA	0.5	\$5,800.00	\$2,900.00
5648000000-N	1515	RELOCATE WATER METER	EA	0.25	\$1,800.00	\$450.00
5666000000-N	1515	FIRE HYDRANT	EA	0.25	\$4,500.00	\$1,125.00
5673000000-E	1515	FIRE HYDRANT LEG	LF	2.5	\$150.00	\$375.00
5686500000-E	1515	WATER SERVICE LINE	LF	7.5	\$52.00	\$390.00
5801000000-E	1530	ABANDON 8" UTILITY PIPE	LF	53.75	\$15.00	\$806.25
5801000000-E	1530	ABANDON 12" UTILITY PIPE	LF	12.5	\$25.00	\$312.50
5835000000-E	1540	14" ENCASEMENT PIPE	LF	38.75	\$180.00	\$6,975.00
5835800000-E	1540	18" ENCASEMENT PIPE	LF	52	\$210.00	\$10,920.00
					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, alkalis, 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 manufactures' 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 35,000psi. 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 1400lbs. The Roller Hangers will be space @ 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 1/4" 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 2,500lbs 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 Inserts 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	Pay Unit
8" Temporary Waterline Bridge Attachment	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
- vi. Hanger Rods – 7/8" diameter threaded rods.
- 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.

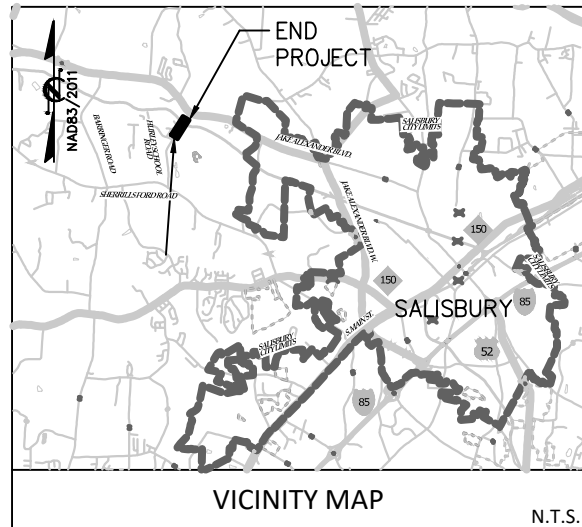
Before the temporary structure is loaded, the contractor shall inspect the structure and submit a written statement certifying that the erected structure complies with the approved detailed drawings. Temporary structures utilizing modular panels shall be inspected and certified by a manufacturer's representative. 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.

TIP PROJECT: B-5772



STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS ROWAN COUNTY

LOCATION: HURLEY SCHOOL ROAD IN SALISBURY

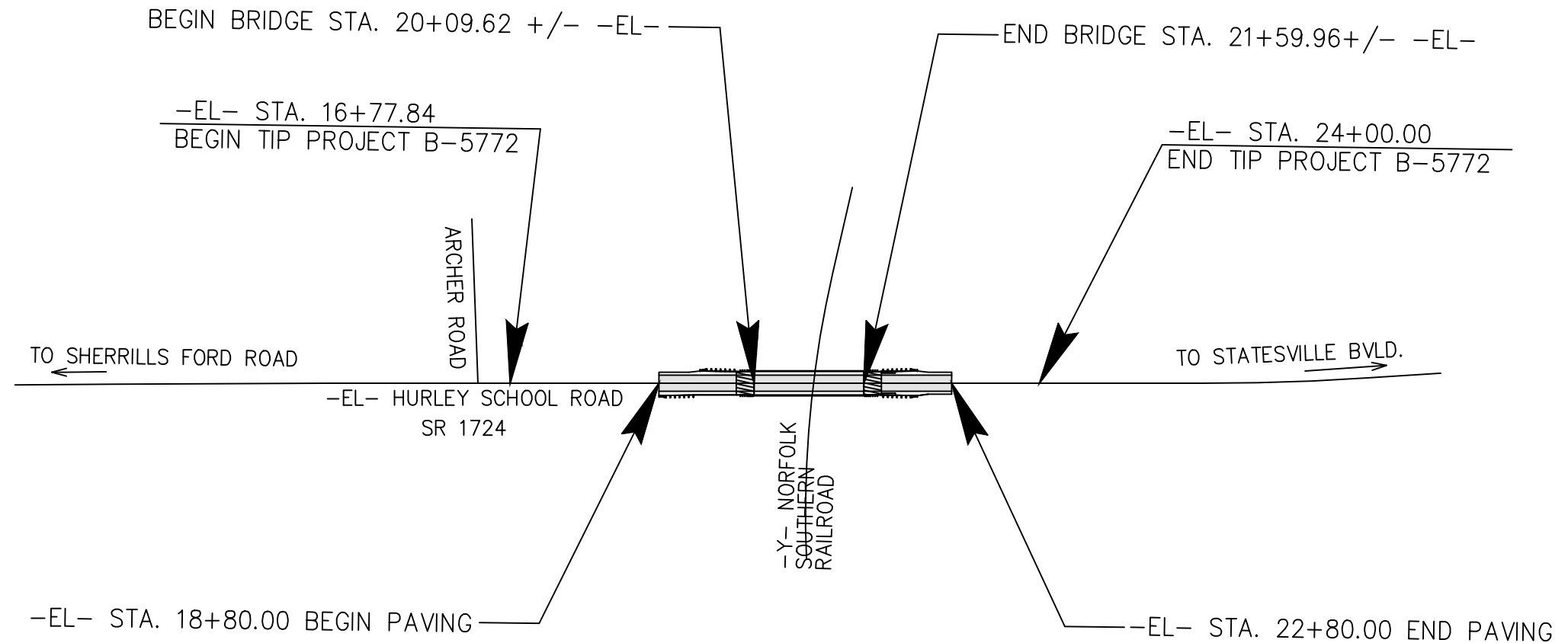
TYPE OF WORK: UTILITY CONSTRUCTION

T.I.P. NO.	SHEET NO.
B-5772	UC-1



EXHIBIT "A"

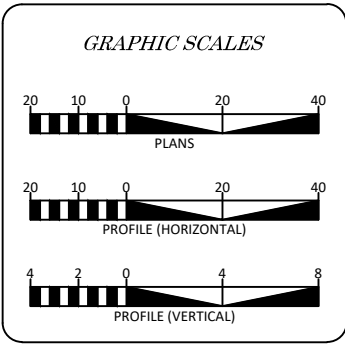
COST BREAKDOWN LEGEND		
EXIST. UTILITIES RELOCATION	STATE COST	75%
	SALISBURY COST	25%
PROP. 8" TO 12" WATER LINE (BETTERMENT)	KANNAPOLIS COST	



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.

AGREEMENT PLANS
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION



SHEET NO.	DESCRIPTION
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLOLOGY SHEET
UC-3	NOTES SHEET
UC-3A THRU UC-3H	DETAIL SHEETS
UC-4 THRU UC-4A	TEMP. UTILITY PLAN & PROFILE SHEETS
UC-5 THRU UC-5A	PERM. UTILITY PLAN & PROFILE SHEETS
UC-6A THRU UC-6C	TEMP. WATERLINE SUPPORT BRIDGE SHEETS

WATER AND SEWER OWNERS ON PROJECT

(1) WATER - SALISBURY-ROWAN UTILITIES (SRU)

Jason Wilson, PE
Assistant Utilities Director
(704) 216-7553

PREPARED IN THE OFFICE OF:

alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
FIRM LICENSE No. F-0203
120 SOUTH MAIN STREET P.O. BOX 1248
KANNAPOLIS, NC 28082 704/938-1515

Jeffery D. Moody, PE UTILITIES PROJECT ENGINEER

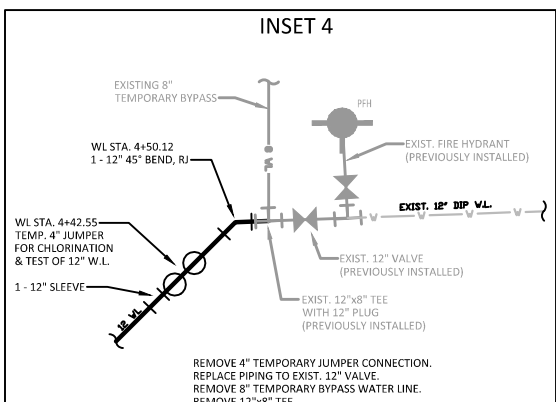
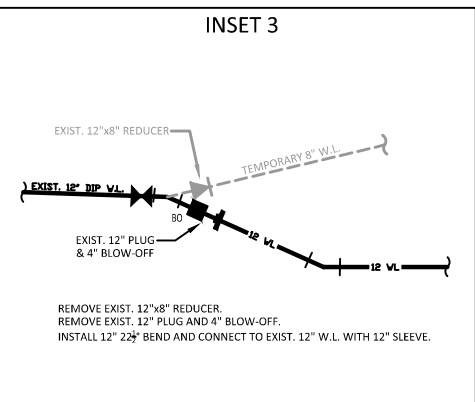
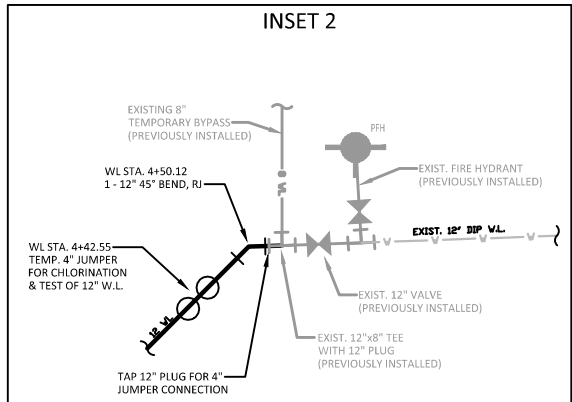
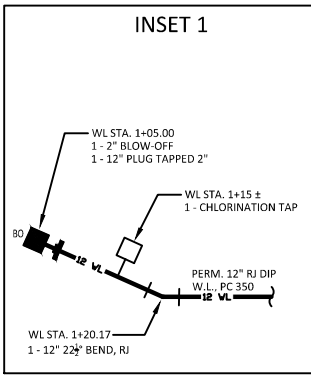
SEAL:

DIVISION OF HIGHWAYS
UTILITIES UNIT

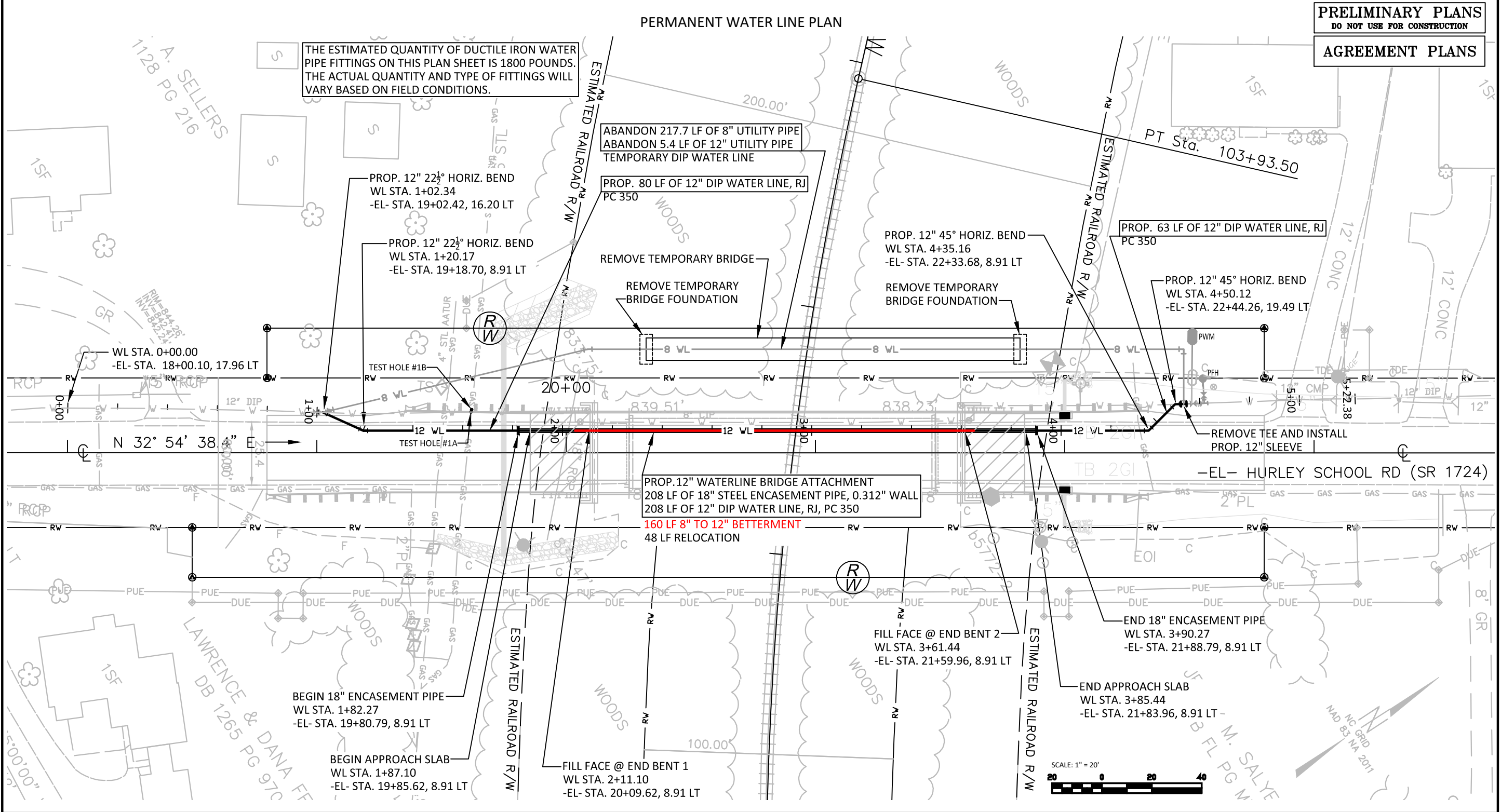
1535 MAIL SERVICE CENTER
RALEIGH, NC 27699-1535
PHONE (919) 707-6880
FAX (919) 280-4131

Amy York	CENTRAL UTILITIES MANAGER
Ali Koucheqi, PE	REGIONAL UTILITIES ENGINEER
Jon Loughry	SENIOR UTILITIES ENGINEER
Dayton Martin	REGIONAL UTILITY COORDINATOR
Tanga Sampson	UTILITY COORDINATOR

- PERMANENT WATER LINE SEQUENCE OF CONSTRUCTION:**
1. CONSTRUCT PERMANENT 12" DIP RESTRAINED JOINT WATERLINE ATTACHMENT TO PROPOSED BRIDGE WITH 18" X 0.375" STEEL CASING, USING 18" SHORT PIPE ROLLERS AND STEEL STRUCTURAL TUBING SUSPENDED BETWEEN BRIDGE GIRDERS NO. 1 AND 2 AS SHOWN ON THE PLANS AND AS DETAILED.
 2. INSTALL 4" BLOW-OFF AND 8" PLUG AT STA. 1+05 AS SHOWN IN INSET 1 AND INSTALL 12" DIP WATER LINE ACROSS PERMANENT BRIDGE.
 3. CUT-OFF WATER AT THE EXISTING 12" GATE VALVE (PREVIOUSLY INSTALLED DURING THE CONSTRUCTION OF THE TEMPORARY 8" WATERLINE) ON THE SOUTH END OF THE BRIDGE. COORDINATE THE CUT-OFF WITH SALISBURY ROWAN UTILITIES. THIS CUT-OFF AND SUBSEQUENT TIE-IN WILL NEED TO BE COMPLETED DURING NON-SCHOOL HOURS NOR WHEN EXTRA-CURRICULAR ACTIVITIES ARE BEING HELD AT THE SCHOOL. INSTALL 4" JUMPER CONNECTION AND CONNECT TO THE PERMANENT 12" WATERLINE ATTACHED TO THE PERMANENT BRIDGE AS SHOWN IN INSET 2.
 4. AFTER PRESSURE TESTING, CHLORINATION, FLUSHING AND BACTERIAL TESTING IS COMPLETED ON THE PERMANENT 12" WATERLINE, CUT-OFF WATER AND REMOVE THE 12" PLUG AND 4" BLOW-OFF ALONG WITH THE TEMPORARY 8" WATERLINE WITH 12" X 8" REDUCER AND RECONNECT THE PERMANENT 12" WATERLINE TO THE EXISTING 12" GATE VALVE AS SHOWN IN INSET 3. ALSO REMOVE THE 4" TEMPORARY JUMPER CONNECTION AND 4" WATERLINE BACK TO THE EXISTING 12" GATE VALVE AND REPLACE WITH 12" WATERLINE AS SHOWN IN INSET 4.
 5. FLUSH TEMPORARY LINE TO REMOVE AND SEDIMENT AND AIR THAT MAY HAVE INTERFERED THE SYSTEM WHILE MAKING THE TIE-INS AND PLACE THE PROPOSED WATERLINE IN SERVICE.
 6. ONCE THE PERMANENT 12" WATERLINE IS IN SERVICE, THE 8" TEMPORARY WATERLINE AND THE TEMPORARY BRIDGE STRUCTURE SHALL BE REMOVED.



PROJECT REFERENCE NO. B-5772	SHEET NO. UC-5
DESIGNED BY: JDM	UTILITY CONSTRUCTION PLANS ONLY
DRAWN BY: RCC	
CHECKED BY: RCC	
APPROVED BY:	
REVISED:	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UTILITIES ENGINEERING SEC. PHONE: (919)707-6690 FAX: (919)250-4151	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
alley, williams, carmen, & king, inc. CONSULTING ENGINEERS <small>120 SOUTH MAIN STREET KANNAPOLIS, NC 28082 P.O. BOX 1248 704/958-1515</small>	



PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

AGREEMENT PLANS

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).

ITEM NUMBER	SEC #	DESCRIPTION	UNITS	25% SALISBURY-ROWN COST	75% STATE COST
0000900000-N	SP	GENERIC MISCELLANEOUS ITEM 18" STRUCTURE HANGER SYSTEM	Lump Sum	\$12,500.00	\$37,500.00
0000900000-N	SP	GENERIC MISCELLANEOUS ITEM TEMPORARY BRIDGE STRUCTURE FOR 8" WATER LINE	Lump Sum	\$33,750.00	\$101,250.00
5325800000-E	1510	8" WATER LINE	LF	\$14,920.00	\$44,760.00
5326200000-E	1510	12" WATER LINE - BETTERMENT COST BETWEEN 12" AND 8" WATER ATTACHED TO	LF	\$6,400.00	\$0.00
5326200000-E	1510	12" WATER LINE	LF	\$18,700.00	\$56,100.00
5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	LBS	\$15,750.00	\$47,250.00
5540000000-E	1515	6" VALVE	EA	\$800.00	\$2,400.00
5558000000-E	1515	12" VALVE	EA	\$2,900.00	\$8,700.00
5648000000-N	1515	RELOCATE WATER METER	EA	\$450.00	\$1,350.00
5666000000-N	1515	FIRE HYDRANT	EA	\$1,125.00	\$3,375.00
5673000000-E	1515	FIRE HYDRANT LEG	LF	\$375.00	\$1,125.00
5686500000-E	1515	WATER SERVICE LINE	LF	\$390.00	\$1,170.00
5801000000-E	1530	ABANDON 8" UTILITY PIPE	LF	\$806.25	\$2,418.75
5801000000-E	1530	ABANDON 12" UTILITY PIPE	LF	\$312.50	\$937.50
5835000000-E	1540	14" ENCASEMENT PIPE	LF	\$6,975.00	\$20,925.00
5835800000-E	1540	18" ENCASEMENT PIPE	LF	\$10,920.00	\$32,760.00
				\$127,073.75	\$362,021.25

TOTAL STATE AND SALISBURY COST
\$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

Hell Tower Green will be open the following hours:

Nov., Dec., Jan., Feb	Park hours	8:00 a.m. - 6:00 p.m.
May, June, July, August	Park hours	8:00 a.m. - 10:00 p.m.
March, Apr., Sept., Oct.	Park hours	8:00 a.m. - 8:00 p.m.

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@rowanedic.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 Trammell Crow Company*

Dear Mayor Alexander and Council Members,

Thank you for hearing this request from Trammell 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.

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



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.

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

Calendar Year	Year 6	Year 7	Year 8	Year 9	Year 10	
Total Capital Investment	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	\$251,860	\$251,860	\$251,860	\$251,860	\$251,860	\$2,518,600
Expansion Grant %						
Expansion Grant %	\$0	\$0	\$0	\$0	\$0	\$944,475
City Net Revenue	\$251,860	\$251,860	\$251,860	\$251,860	\$251,860	\$1,574,125

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.



	Calendar Year	Year 1	Year 2	Year 3	Year 4	Year 5
Total Capital Investment	Total planned amount of Expansion project	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	Local Taxable Capital Investment times City Tax Rate	\$251,860	\$251,860	\$251,860	\$251,860	\$251,860
Expansion Grant %	90% for 3 years.	90%	90%	90%		
Expansion Grant %	City Tax Revenue times Expansion Grant	\$226,674	\$226,674	\$226,674	\$0	\$0
City Net Revenue	City Tax Revenue minus Expansion Grant	\$25,186	\$25,186	\$25,186	\$251,860	\$251,860

Calendar Year	Year 6	Year 7	Year 8	Year 9	Year 10	
Total Capital Investment	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	\$251,860	\$251,860	\$251,860	\$251,860	\$251,860	\$2,518,600
Expansion Grant %						
Expansion Grant %	\$0	\$0	\$0	\$0	\$0	\$680,022
City Net Revenue	\$251,860	\$251,860	\$251,860	\$251,860	\$251,860	\$1,838,578

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.

INCENTIVE GRANT	Proposed Investment	Grant Term	Grant Percentage	Total Grant Value	Total Net Revenue to City
City Policy	\$35 million	5 years	75%	\$944,475	\$1,574,125
Trammell Crow	\$35 million	3 years	90%	\$680,022	\$1,838,578

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,

A handwritten signature in blue ink that reads "Scott Shelton".

Scott Shelton
Vice President

NORTH CAROLINA
ROWAN COUNTY

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 for each applicable year shall be the “New Property Value” of such Property for such year. 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 COVENENANTS - 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 COVENENANTS - 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]

DRAFT

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:

Name _____ (Seal)

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 SUFFICENCY:

Graham Corriher
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 04/05/2022

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

Name of Presenter(s): Candace Edwards, Housing Planner

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

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: