



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT
PREPARED BY: County Commissioners

TITLE: Agenda Summary

BACKGROUND:

Attached please find the agenda summary for this meeting.

RECOMMENDATION(S):

For information only.

ATTACHMENTS:

September 5, 2013 Board of Commissioners Agenda



AGENDA

DAVIDSON COUNTY BOARD OF COMMISSIONERS

Thursday, September 05, 2013
8:00 AM

Commissioners' Meeting Room
913 Greensboro Street
Lexington, NC 27292

1. CALL TO ORDER
 - 1.a. Agenda Summary
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION
5. REGISTER FOR PUBLIC ADDRESS
6. ADOPTION OF AGENDA
7. PUBLIC ADDRESS
8. ITEMS FOR DECISION/INFORMATION - Deliberation
 - 8.a. Update on the Wil-Cox Bridge Project by Guy Comman, Planning and Zoning Director
 - 8.b. Departmental Presentations
 - 1) Sheriff's Department by Sheriff David Grice
9. CLOSED SESSION
10. Closed Session - Personnel
11. ADJOURNMENT

NOTE: Anyone with disabilities who needs an accommodation to participate in the meeting should Notify the County Manager's Office at 336-242-2200 at least 24 hours prior to the meeting



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT
PREPARED BY: Planning and Zoning

TITLE: Update on the Wil-Cox Bridge project by Guy Cornman,
Planning and Zoning Director

BACKGROUND:

The Planning Director will provide an update on the Wil-Cox Bridge project as a follow up to a stakeholders meeting held in Winston Salem coordinated by NCDOT. Richard Haff, Project Engineer, will be attending the meeting to help answer questions regarding enhancements to the Wil-Cox Bridge.

RECOMMENDATION(S):

This item is for informational purposes only and no action will be required.

ATTACHMENTS:

- (1) Memorandum regarding the Wil-Cox Bridge Project
- (2) Meeting summary of the stakeholders meeting held on August 9th at Division 9 headquarters in Winston Salem
- (3) Memorandum of Agreement between the Federal Highway Administration, NCDOT, Trading Path Association and Davidson County
- (4) Agreement between NCDOT and Davidson County regarding ownership transition of the Wil-Cox Bridge



DAVIDSON COUNTY PLANNING DEPARTMENT

GOVERNMENTAL CENTER
913 GREENSBORO STREET
POST OFFICE BOX 1067
LEXINGTON, NORTH CAROLINA 27293-1067

GUY L. CORNMAN, III
PLANNING DIRECTOR

LEXINGTON 336-242-2220

To: Board of Commissioners
County Manager
County Attorney
From: Guy Cornman, Planning Director *Guy*
Subject: Wil-Cox Bridge Project Briefing
Date: August 21, 2013

I was asked to provide a briefing to the Board regarding the Wil-Cox Bridge Project. A meeting was held on August 9th at the Division 9 Offices in Winston-Salem to update stakeholders on the work being conducted by NCDOT to enhance the Wil-Cox Bridge and transition it to a bike and pedestrian facility to be owned and maintained by Davidson County. For your reference, I have attached some minutes of the August 9th meeting in Winston-Salem along with the original MOU between the FHWA, NCDOT, Trading Path Association, and Davidson County, and the original agreement between Davidson County and NCDOT on the transfer of ownership of the Wil-Cox Bridge.

I have a few power point slides to show the Board indicating where the mini-park is to be constructed with the kiosk. Joining me at this briefing will be Richard Haff, Project Engineer for the Wil-Cox Bridge Project for NCDOT who will be glad to answer any questions the Board may have.

MEETING SUMMARY

WILCOX BRIDGE US 29

NCDOT DIVISION 9 OFFICE

375 Silas Creek Parkway, Winston-Salem, NC 27127

Date of Meeting: August 9, 2013

Purpose: A meeting was held by Division 9 NCDOT to bring together many of the stakeholders in the community to discuss the current progress of the Wilcox Bridge construction, the plans for the Kiosk, the Bike Plan overview, Right of Way, and sidewalks and paths. An agenda is attached. A list of attendees is also attached.

Meeting Summary: Mr. Pat Ivey, P.E., Division Engineer started the meeting with welcoming remarks and introductions. Ms. Mary Pope Furr gave a detailed discussion of the Kiosk requirements and process for review. The Kiosk will be installed within one year after the construction project is finished. Rich Haff, Assistant Resident Engineer gave a brief overview of the construction progress and said that the expected completion of the project is in the Spring of 2014.

Jesse Day went over the plans for future bike paths in the area with a detailed overview of the path joining Rowan and Davidson Counties over the Wilcox Bridge. There was much discussion on how the communities could develop the path and park area with Mr. Ivey emphasizing that NCDOT is meeting its commitments in the MOU and that the bicycle path and parks would be up to the local governments to pursue. He did say that there is no longer any money available for bicycle projects using small construction or contingency funds and that such a project would have to go through the strategic mobility prioritization process with coordination by the Cabarrus/Rowan MPO and the High Point MPO. No State money is allowed to fund bicycle paths, but Federal money can be used. Jesse Day asked about being able to utilize part of the old US 29 roadbed for a bike path. Mr. Ivey indicated that retaining a portion of the old concrete pavement would be cost-prohibitive and the old road would have to be removed as planned. Jesse asked if contacting the construction contractor to see about coordination for optimizing the future plans for the bicycle path would be OK and Mr. Ivey said that would not be a problem.

Mary Pope Furr confirmed that if only State funds or local funds are used (not Federal) and that no Federal permits are required, the local government could install planters and lighting on the bridge.

Mr. Ivey said that there will need to be another meeting with Davidson County to determine how much excess right of way will be turned over to the county. This would have to be approved by the NCDOT Right of Way Disposal committee.

Action Items:

NCDOT will complete the construction of the bridge and parking area in the Spring of 2014.

Mary Pope will orchestrate the Kiosk design and review.

The local governments have the opportunity to plan a bicycle path, greenway, or park.

It is recommended to keep all the stakeholders informed of any future plans and meetings concerning this matter. Division Planning Engineer Diane Hampton will serve as the Division 9 point of contact for these meetings.

AGENDA

WILCOX BRIDGE US 29

AUGUST 9, 2013

NCDOT DIVISION 9 OFFICE

1. Welcome and Introductions – Pat Ivey, P.E., Division Engineer
2. Current Construction Update – Rich Haff, Assistant Resident Engineer
3. Kiosk – Mary Pope Furr, Historic Architecture Group Leader
4. Bike Plan Overview – Jesse Day, Regional Planner, AICP, PTRC
5. Right of Way – Pat Ivey, P.E., Division Engineer
6. Sidewalk/Path – Diane Hampton, P.E., Division Planning Engineer
7. General Discussion
8. Summary and Wrap Up – Diane Hampton and Pat Ivey

SIGN-IN SHEET
 Wilcox Bridge US 29 Meeting
 Division 9
 8/9/13

NAME	EMAIL ADDRESS	PHONE NUMBER
Diane Hampton	dkhampton@ncdot.gov	336 747 7800
Mary Pope Furr	mfurr@ncdot	919 707 6068
Dolores A Hall	dolores.hall@ncdcr.gov	919-807-6553
MATT WILKERSON	MTWILKERSON@NCDOT.GOV	919 707-6089
Edgar Miller	edgarmiller@earthlink.net	336-688-2651
William Deal	director@visit davidsoncounty.com	336 956-6150
Guy Cornman	guy.cornman@davidson county.nc.gov	336-242-2220
BILLY JOE KEPLER	DAVIDSON COUNTY	336-731-4471
JEFF MORRIS (spencer)	jeffmorris28144@ hotmail.com	704-647-0808
Jason Walser	jason@laudtrustnc.org	336 647 0302
Paul Kron	pkron@ptrc.org	336 287 294-4950
PAT IVEY	pivey@ncdot.gov	336-747-7800
Jesse Day	jeday@ptrc.org	
ANN BROWNLEE	ann.brownlee1@gmail.com	704-633-3125
Karen Baldwin	Karen.baldwin@alcoa.com	704-422-5525

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
AND
NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
WIDEN AND IMPROVEMENTS TO A 6.8-MILE SECTION OF INTERSTATE
85 (I-85) FROM NORTH OF SR 2120 (EXIT 81) TO US 29-52-70/I-85 BUSINESS
(EXIT 87) DAVIDSON AND ROWAN COUNTIES, NC
TIP PROJECT I-2304A
FEDERAL AID PROJECT NHF-85-3(164)80**

WHEREAS, the Federal Highway Administration (FHWA) has determined that the widening and improvements to a 6.8-mile section of Interstate 85 (I-85) from north of SR 2120 (Exit 81) in Rowan County to US 29-52-70/I-85 Business (Exit 87) in Davidson County (the Undertaking) will have an adverse effect upon the Yadkin River Crossings Historic District, a property determined eligible for the National Register of Historic Places (NRHP) and includes Fort York, Rowan County Bridges 46 and 392, North Carolina Railroad Bridges 1 and 2, Beard's Bridge site, Big Island, and the Trading Path Road Trace as contributing elements; and

WHEREAS, the Undertaking will require the removal of Rowan County Bridge No. 392 and may result in the removal of Rowan County Bridge No. 46; and

WHEREAS, the FHWA has consulted with the North Carolina State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the North Carolina Department of Transportation (NCDOT) has participated in the consultation and been invited by FHWA and the North Carolina SHPO to be a signatory to this Memorandum of Agreement (MOA); and

WHEREAS, the Counties of Davidson and Rowan and the Trading Ford Historic District Preservation Association have participated in the consultation and have been invited to concur with the MOA; and

WHEREAS, the FHWA has notified the Advisory Council on Historic Preservation (Council) of the adverse effect and the Council has declined to comment or participate in the consultation;

NOW, THEREFORE, FHWA, NCDOT, and the North Carolina SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on the historic district.

STIPULATIONS

The FHWA and NCDOT shall ensure that the following measures are carried out:

I. Photodocumentation of Bridges

Prior to the initiation of work, NCDOT shall record Rowan County Bridge Nos. 46 and 392 and their surroundings in accordance with the attached Recordation Plan (Appendix A). NCDOT shall deposit copies of the documentation with the SHPO, Historic Architecture Group of NCDOT, North Carolina Transportation Museum in Spencer, Davidson County Historical Museum, and Historic Salisbury Foundation, Inc. within three (3) years of the execution of this MOA.

II. Wil-Cox Bridge (Rowan County Bridge No. 46)

NCDOT, in accordance with its Bridge Reuse and Relocation Program, shall attempt to find a new owner for the Wil-Cox Bridge. A new owner must be willing to accept all future financial and legal responsibility for the bridge, including title, liability, and maintenance. NCDOT will assist the new owner(s) in the identification of and application for financial resources to maintain the bridge if requested in writing by the new owner.

NCDOT and FHWA will comply with Section 144(o) of Title 23 of the U.S. Code, entitled "Historic Bridge Program," which provides for the reasonable costs associated with actions to preserve, or reduce the impact of a project on the integrity of historic bridges. However, if no willing owner is identified by completion of the Right Of Way Consultation, NCDOT may elect to remove the bridge as a part of the Undertaking.

In the event the Wil-Cox Bridge is removed, NCDOT shall provide a sidewalk and pedestrian-safe railing on the replacement bridge so that pedestrians may safely cross the Yadkin River.

III. Design of Replacement Bridge(s) on US 29/70

NCDOT shall develop plans/designs for the replacement bridge(s) in the Yadkin River Crossings Historic District that, barring unforeseen circumstances, should last more than fifty (50) years.

Prior to completion of the final Design-Build Request for Proposals for the Undertaking, NCDOT shall afford the SHPO and concurring parties an opportunity to review and comment on the specifications for the parapet and bridge rail. If no comments are received from the SHPO or concurring parties within thirty (30) days of confirmed receipt, NCDOT can assume that the SHPO and concurring parties do not object to the proposed specifications. Should any of the parties notified have questions about or comments on such specifications or desire a meeting to discuss the design, FHWA and NCDOT shall arrange a joint consultation to address such questions and comments.

IV. Borrow Pit and Waste Areas

Waste and borrow areas proposed by the contractor will be reviewed by the SHPO in accordance with the NCDOT Special Provision. Special consideration shall be given to any proposed waste or borrow areas within 1/2 mile of the river.

V. Staging Areas

NCDOT shall not permit staging areas for construction within the boundary of the Yadkin River Crossings Historic District. For the purposes of this agreement, staging areas are defined as (1) the storage of equipment or materials that are not needed for the construction/demolition of the bridges over the Yadkin and (2) the placement of temporary offices or trailers.

NCDOT may permit overnight parking of equipment and storage of materials, associated with current construction needs, within the construction right-of-way limits along any part of the project corridor.

VI. Heritage Kiosk

NCDOT will provide the public with information about the historical and cultural significance of the Yadkin River Crossings Historic District. NCDOT will design and produce a custom kiosk at a location specified by the SHPO (with input from the Counties of Davidson and Rowan and the Trading Ford Historic District Preservation Association) within one (1) year of the completion of construction of the Undertaking.

1. More specifically, NCDOT will research and design the interpretive panels; design the structure, provide funding for fabrication of the kiosk, and install the kiosk at the site along with a small area for visitors to park their vehicles.
2. Prior to fabrication of the interpretive panels and kiosk structure NCDOT shall afford the SHPO and concurring parties an opportunity to review and comment on the panels and structure. If no comments are received from the SHPO or concurring parties within thirty (30) days of confirmed receipt, NCDOT can assume that the SHPO and concurring parties do not object to the proposed specifications. Should any of the parties notified have questions about or comments on such specifications or desire a meeting to discuss the design, FHWA and NCDOT shall arrange a joint consultation to address such questions and comments.
3. NCDOT will maintain the parking area and execute a municipal agreement with Davidson County to transfer maintenance responsibility of the kiosk to the county after NCDOT installs the kiosk. NCDOT will also provide \$10,000 (ten thousand dollars) to the county for future kiosk maintenance costs.

VII. Unanticipated Discovery

In accordance with 36 CFR 800.11(a), if NCDOT identifies additional cultural resource(s) during construction and determine them to be eligible for the NRHP, all work will be halted within the limits of the NRHP-eligible resource(s) and the

FHWA and SHPO contacted. If after consultation with the Signatory and Concurring Party(ies) additional mitigation is determined necessary, the NCDOT, in consultation with the Signatory and Concurring Party(ies), will develop and implement appropriate protection/mitigation measures for the resource(s). Inadvertent or accidental discovery of human remains will be handled in accordance with North Carolina General Statutes 65 and 70.

VIII. Dispute Resolution

Should any of the Signatory or Concurring Party(ies) object within (30) days to any plans or documentation provided for review or object to the implementation of any of the stipulations pursuant to this MOA, the FHWA shall consult with the objecting party(ies) to resolve the objection. If the FHWA or objecting party(ies) determines that the objection cannot be resolved, the FHWA will forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

1. Provide the FHWA with recommendations which the FHWA will take into account in reaching a final decision regarding the dispute, or
2. Notify the FHWA that it will comment pursuant to 36 CFR Section 800.7(c) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the FHWA, in accordance with 36 CFR Section 800.7 (c) (4) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; FHWA and NCDOT's responsibility to carry out all of the actions under this agreement that are not the subject of the dispute will remain unchanged.

IX. Amendments

If any Signatory to this MOA believes that its terms cannot be carried out or that an amendment to the terms must be made, that party(ies) shall immediately consult with the other party(ies) to develop amendments in accordance with 36 CFR 800.6(c)(7). If an amendment cannot be agree upon, the dispute resolution process set forth in Stipulation VIII will be followed.

X. Termination

Any Signatory to this MOA may terminate the agreement by providing notice to the other parties, provided that the signatories and concurring parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR 800. This MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

XI. Duration

Unless terminated pursuant to Stipulation X above, this MOA will be in effect until FHWA, in consultation with the other Signatory and Concurring Party(ies), determines that all of its terms have satisfactorily been fulfilled or if NCDOT is unable or decides not to construct the Undertaking.

Execution of this Memorandum of Agreement by FHWA, NCDOT and the North Carolina SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the Undertaking that FHWA has taken into account the effects of the Undertaking on the historic properties.

AGREE:

Federal Highway Administration

For 

John F. Sullivan, III, P.E.
Division Administrator

5/14/09
Date

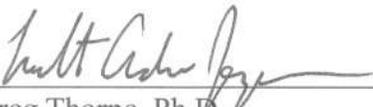
State Historic Preservation Officer:



Jeffery J. Crow
North Carolina State Historic Preservation Officer

5/13/09
Date

North Carolina Department of Transportation:

For 

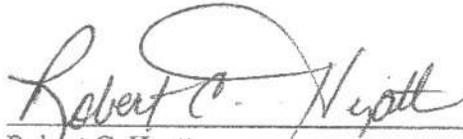
Greg Thorpe, Ph.D.
Project Development & Environmental Analysis Branch Manager

5/13/09
Date

**MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
AND
NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER
FOR
WIDEN AND UPGRADE A 6.8-MILE SECTION OF INTERSTATE 85 (I-85)
FROM NORTH OF SR 2120 (EXIT 81) TO US 29-52-70/I-85 BUSINESS (EXIT 87)
DAVIDSON AND ROWAN COUNTIES, NC
TIP PROJECT I-2304A
FEDERAL AID PROJECT NHF-85-3(164)80**

Execution of this Memorandum of Agreement by FHWA, NCDOT and the North Carolina SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the Undertaking that FHWA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:



Robert C. Hyatt
Davidson County Manager

5-14-09

Date

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CONCUR:

Rowan County

Date

**MEMORANDUM OF AGREEMENT
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Execution of this Memorandum of Agreement by FHWA, NCDOT and the North Carolina SHPO, its subsequent filing with the Council, and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the Undertaking that FHWA has taken into account the effects of the Undertaking on the historic properties.

CONCUR:



Ann Brownlee
Trading Ford Historic District Preservation Association

May 15, 2009

Date

Signature statement: I have signed this concurrence form solely to preserve my rights as a Concurring Party under the terms of the MOA. I do not agree that this MOA adequately protects or mitigates the effect of the project on historic properties under Section 106 of the NHPA or Section 4(f) of the DOT act.

APPENDIX A

**Historic Structures and Landscape Recordation Plan
Widen and upgrade a 6.8-mile section of Interstate 85 (I-85) from north of SR 2120
(Exit 81) to US 29-52-70/I-85 Business (Exit 87) Davidson and Rowan Counties, NC
TIP Project I-2304A
Federal Aid Project NHF-85-3(164)80**

PHOTOGRAPHIC REQUIREMENTS

- ❑ Overall views of Rowan County Bridge Nos. 46 and 392 and their immediate surroundings.
- ❑ Images showing the details of the superstructure and substructure of Rowan County Bridge Nos. 46 and 392

PHOTOGRAPHIC FORMAT

- ❑ All images will be captured, labeled, and stored according to the North Carolina State Historic Preservation Office's, "Policy and Guidelines for Digital Photography for Historic Property Surveys, National Register Nominations and NRAC PowerPoint Presentations, Revised November 2008."

COPIES AND CURATION

- ❑ One (1) set of all photographic documentation will be deposited with the North Carolina Division of Archives and History/State Historic Preservation Office to be made a permanent part of the statewide survey and iconographic collection.
- ❑ One (1) set of all photographic documentation will be deposited in the files of the Historic Architecture Group of NCDOT, North Carolina Transportation Museum in Spencer, Davidson County Historical Museum, and Historic Salisbury Foundation, Inc..

NORTH CAROLINA
DAVIDSON COUNTY

**AGREEMENT AS TO TRANSFER OF OWNERSHIP
AND MAINTENANCE OF AND RESPONSIBILITY FOR
BRIDGE # 46**

DATE: 2/26/2010

FILE COPY

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: I-2304 AC

AND

WBS Elements: 34156.1.1.8

COUNTY OF DAVIDSON

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" or "NCDOT" and the County of Davidson, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department has plans to make certain improvements within the County under Project I-2304 AC, hereinafter referred to as the "Project", said contract consisting of the improvements on I-85 from north of SR 2120 (Long Ferry Road, Exit 81) in Rowan County to north of NC 150 in Davidson County; and,

WHEREAS, the Memorandum of Agreement (MOA) among the Federal Highway Administration, North Carolina Department of Transportation, and North Carolina State Historic Preservation Officer For Widening and Improvements to a 6.8 Mile Section of Interstate 85 dated the 14th day of May, 2009 has been approved by all parties regarding the improvements to I-85 from north of SR 2120 in Rowan County to US 29-52-70/I-85 Business in Davidson County and addressing any adverse effects upon the Yadkin River Crossings Historic District; and,

WHEREAS, the County has requested the Department to transfer the ownership of NCDOT Bridge # 46 in Rowan County, also known as the Wil-Cox Bridge, hereinafter referred to as the "Bridge" over the Yadkin River to the County; and,

WHEREAS, the Department has agreed to transfer the ownership of said Bridge to the County upon completion and acceptance by NCDOT of TIP Project I-2304 AC in accordance with the terms of the MOA and this Agreement; and,

WHEREAS, the County, in accordance with Section 106 of the National Historic Preservation Act, agrees to follow the proper avenues and receive approval by the State Historic Preservation Office in

order to mitigate the effects of any operation, necessary repairs and routine maintenance on historic properties within the County of Davidson; and,

NOW, THEREFORE, the parties hereto shall execute this Agreement by March 10, 2010 or at a later date if mutually agreed to by the Department and the County. In the event the Agreement is not signed by March 10, 2010 or a mutually agreed upon later date, the Department may elect to demolish the bridge as part of the I-2304 AC contract. 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:

SCOPE OF THE PROJECT

1. The Department has plans to remove the Wil-Cox Bridge, NCDOT Bridge # 46 in Rowan County, hereinafter referred to as the "Bridge" or the "Wil-Cox Bridge", from vehicular service as a part of TIP Project I-2304 AC. As specified in this Agreement and pending Board of Transportation approval, the Department shall transfer ownership, operation and maintenance of the Wil-Cox Bridge to the County.
2. The Department will exercise any rights it may have to transfer easement and/or right-of-way associated with the Bridge to the limits depicted in Attachments A and B to provide the County access to the Wil-Cox Bridge.

RESPONSIBILITIES

3. Subject to the concurrence of the Federal Highway Administration, the Department will provide to the County the full demolition cost of \$2.5 million which the Department would have incurred if the bridge had been removed as part of the Project scope. This \$2.5 million to be provided to the County is to be used by the County solely for bridge preservation activities including maintenance, necessary repairs, inspections, structural analyses, repaving, and any strengthening of the bridge by the County or its contractors. This \$2.5 million payment will be made at the time the I-2304 AC project is complete and accepted by NCDOT or, earlier at the sole discretion of the Department, and after vehicular traffic is permanently removed from the bridge and after transfer by NCDOT and acceptance by the County of the Bridge. The Department will continue to provide routine inspections and maintenance of the bridge to allow for safe vehicular traffic until vehicular traffic is permanently removed from the bridge. However, if the County requests that the Department make any structural repairs or other improvements to the bridge prior to the transfer to the County of ownership, operation and maintenance responsibilities and all liability, the cost of those repairs or improvements will be deducted from

the sum of \$2.5 million to be provided to the County. An accounting of the costs of any such repairs or improvements made by the Department will be available to the County upon request.

4. Upon transfer of the ownership, operation and maintenance of the Wil-Cox Bridge and associated easement/right of way to provide the County access to the Bridge, the County will accept in writing this transfer within 30 days of the transfer and provide copies of the Acceptance to the Division Engineer for Division 9. After NCDOT has received copies of the written acceptance by the County, it will provide payment to the County as set forth in the preceding paragraph.
5. Immediately upon payment to the County as per Provision # 3 and after transfer and acceptance by the County of the ownership, operation and maintenance of the Wil-Cox Bridge, the County will be responsible for all maintenance, necessary repairs, inspections, structural analyses, repaving, strengthening of the bridge and all operations of the bridge immediately upon transfer of ownership. The Department shall be indemnified and saved harmless from any and all claims for damages and liabilities associated with said bridge and approaches immediately upon transfer of ownership of the bridge to the County. The bridge shall be for pedestrian and/or bike use only.
6. Prior to the conveyance of ownership to the County, the Department shall resurface the Wil-Cox Bridge and convert the existing bridge rails to rail heights of (54") to provide a safe travel surface to assist in the protection of bike and pedestrian users of the Bridge. These improvements will be made by the Department at no cost to the County and without impact on the \$2.5 million payment noted above.
7. The County shall comply with all federal, state and local Bicycle and Pedestrian policies and procedures regarding the operation of the pedestrian bridge. Some federal and state laws and policies may be accessed at <http://www.fhwa.dot.gov/environment/bikeped/index.htm> and <http://www.ncdot.gov/bikeped/lawspolicies/default.html> . In the event the County contracts with an independent company to operate the bridge and provide maintenance, repairs and upkeep for the bridge, it will be the County's responsibility to ensure that the contractor adheres to all local, state and federal guidelines for maintaining the safety and integrity of the bridge structure.
8. The County is strongly encouraged to have the bridge inspected in accordance with the National Bridge Inspection Standards.
9. The Department has advised the County in writing regarding the current condition of the Wil-Cox Bridge. However, the Department advises the County that routine repairs will not prevent the bridge's concrete from continuing to deteriorate and the bridge will need constant and extensive repairs by the County or its contractors. All such repairs and maintenance will be at no expense to the Department upon transfer of ownership, operation and maintenance of the bridge.

10. In the event the County decides not to accept ownership of the bridge under the terms set forth in this agreement, after signing this agreement, the County shall be responsible for paying all additional engineering and demolition costs as well as all other costs incurred by the Department resulting from the required removal of the bridge. The County will also be responsible for paying the costs incurred by the Department for resurfacing the Wil-Cox Bridge and converting the existing bridge rails to rail heights of 54" to provide a safe travel surface to assist in the protection of bike and pedestrian users of the Bridge after vehicular traffic is permanently removed from the bridge. The County will also be responsible for costs incurred with any additional repairs, structural improvements or other improvements to the bridge requested by the County after the entry of this agreement in order to keep the bridge open to vehicular traffic. All these costs will be billed to the County by the Department and payable within 30 days after receipt.

ADDITIONAL PROVISIONS

11. The County shall be responsible for ensuring compliance with all Local, State, and Federal environmental laws, regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the County or by any employees of the County.
12. Upon completion of the transfer of ownership, the County, at no expense to the Department, shall provide and install all route signs, warning signs and informational signs related to bicycle and pedestrian use of the bridge. Such controls shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.
13. The County shall cooperate with all appropriate authorities regarding use, operation and routine inspection of the bridge for the purpose of protecting the public and furthering public safety.
14. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
15. To the extent authorized by state and federal law and as set forth above, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

16. This Agreement is executed under and shall be construed in accordance with the laws of the State of North Carolina. In the event that a party fails to fulfill its obligation under any of the terms of this Agreement and is in default, the other party shall be entitled to such rights and remedies as are permitted by applicable law
17. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
18. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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 County by authority duly given.

L.S. ATTEST:

COUNTY OF DAVIDSON

BY: Deborah Harris

BY: W. Max Walker

TITLE: Deputy Clerk to the Board

TITLE: Chairman, Davidson County Board of Commissioners

DATE: 3.10.2010

DATE: March 10, 2010

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.



Federal Tax Identification Number

56-6000294

Remittance Address:

County of Davidson
913 Greensboro Street
Post Office Box 1067
Lexington, NC 27293

DEPARTMENT OF TRANSPORTATION

BY: Taylor

DATE: 3/23/10

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 2/4/2010 (Date)



DAVIDSON COUNTY AGENDA ITEM

TO: BOARD OF COMMISSIONERS

DEPARTMENT
PREPARED BY: County Commissioners

TITLE: Departmental Presentations
1) Sheriff's Department by Sheriff David Grice

BACKGROUND:

At the March Informational Meeting during Goal Setting the Board of Commissioners requested that departments make presentations during upcoming Informational Meetings; further, it was requested by the Board that the time frame for these presentations be limited to one hour per meeting. One department will be making a presentation of approximately ten minutes, allowing for a five minute question and follow-up period per presentation. The following department will be making their presentation at this meeting:

- a. Sheriff's Department

RECOMMENDATION(S):

This item is on for informational purposes only.

ATTACHMENTS: