



# Town of Blowing Rock

1036 Main Street ★ Post Office Box 47 ★ Blowing Rock, North Carolina 28605

To: Town Council

From: Scott Fogleman

Date: June 9, 2015

Re: Median Improvement Opportunity Offered by NCDOT

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NCDOT has an allotment of median improvement funding (\$110,000) that they have offered for a project in the 321 median that begins near the Town of Blowing Rock Thomas G. McRary Water Plant and ends at Edmisten Road. If the Town agrees to let NCDOT install this improvement project in the median, the Town would then be responsible for maintaining the median.

This funding availability, in order to be executed, needs to be obligated for a project prior to June 30, 2015, or they may be at risk of losing the funding since it has been allocated for a project this fiscal year (2014-2015). The project contemplates more intense rock work on the median side folks would see when driving from Boone to Blowing Rock (the left hand side directly across from the Town's Woodlawn Cemetery). The other side would have smaller rock and less intense plantings. Their idea is that this would in essence provide more impact on the approach into Town.

NCDOT is in the process of preparing a draft interlocal agreement for this work to be completed that would include the associated agreement for the Town to accept maintenance responsibility for the plantings and the median. The NCDOT currently has the median mowed four times each year for a total cost of \$147 (this is not \$147 per mowing, but rather \$147 for all four). The Town would be paid \$147 annually for taking over maintenance responsibility. We believe we can meet at least the minimum level of median maintenance currently accomplished by the NCDOT to meet their standard. However, our goal would be to improve the look and feel of the median with more frequent mowing and treatments over time.

While awaiting the formal interlocal agreement from NCDOT, staff has updated a copy of a very similar NCDOT median maintenance interlocal agreement with another jurisdiction for Council review and consideration. Should the tenants of the actual agreement be substantially different from this sample agreement, staff would return to Council for further consideration.

An improvement of this nature would make quite an impact when entering Blowing Rock and it would be a dramatic improvement over what the area currently looks like. There may also be a possibility to integrate a future gateway entrance into this project.

The graphic representation shown below reflects a level of plant material maturity that would be expected after five years of growth.



US 321 Entrance in to Blowing Rock

visualization-bk 5/13/15





Shown below is a draft sample interlocal agreement as referenced above.

## **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:** Town of Blowing Rock

**County:** Watauga

**WBS Element:** # to be determined (TBD) as it will be provided by NCDOT.

**Scope:** The Project consists of landscape design and plantings on the median spanning from the Town of Blowing Rock Thomas G. McRary Water Plant located on Highway 321 north toward Boone to Edmisten Road.

NORTH CAROLINA  
WATAUGA COUNTY

**LANDSCAPE AGREEMENT**

DATE:

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: # TBD

AND

WBS Elements: # T B D

CFDA: # T B D

TOWN OF BLOWING ROCK

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 Town of Blowing Rock, a municipal corporation, hereinafter referred to as the "Municipality."

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

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), requires that the Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program; and,

WHEREAS, the Municipality has requested enhancement funding for certain landscape plantings in Watauga County; and,

WHEREAS, the Department and the Municipality have also agreed to the maintenance of said plantings as hereinafter set out;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF THE PROJECT**

1. The Project consists of landscape design and plantings on the median spanning from the Town of Blowing Rock Thomas G. McRary Water Plant located on Highway 321 north toward Boone to Edmisten Road.

## **PLANNING, DESIGN AND RIGHT OF WAY**

2. The Department shall, without expense to the Municipality, prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways. The Municipality shall have an opportunity to review the landscape design and plans before the Department lets the contract, with anticipated planting to begin during the fall planting season of calendar year 2015.
3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the plantings, the Department shall provide said additional right of way/or easement. Acquisition of any right of way and/or easements shall be performed in accordance with all State and Federal procedures.

## **CONSTRUCTION AND MAINTENANCE**

4. The Department shall furnish the plants and mulch for the initial planting. The Department shall, without expense to the Municipality, prepare the site and install the plantings, in accordance with the approved project plans. All work shall be performed in accordance with the Department's standard landscaping policies and procedures for highways. Upon completion of the planting, the Municipality would then be responsible for maintaining the median.
5. Upon completion the Municipality will maintain the plantings on the median from the Town of Blowing Rock Thomas G. McRary Water Plant located on Highway 321 north toward Boone to Edmisten Road. Maintenance shall include, but not be limited to, the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, and replacing plant materials. All cost of maintenance shall be borne by the Municipality minus the \$147 annual mowing expense afforded by the North Carolina Department of Transportation. The amount of the \$147 annual mowing expense shall be adjusted during each fiscal year according to the current NCDOT contracted rate for highway maintenance.

6. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.
7. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the Municipality. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147.86.23.
8. In the event these plantings require relocation or removal for highway construction, re-construction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.
9. The Department shall not be responsible for any damage to the plantings, which may be done by third parties.

## **ADDITIONAL PROVISIONS**

10. The Municipality, at no expense to the Department, shall provide traffic control during landscape maintenance procedures as required by the latest revisions to the MUTCD for work outside the shoulder and for work on the shoulder.
11. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.

12. 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.

13. 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).

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:

TOWN OF BLOWING ROCK

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

Approved by \_\_\_\_\_ of the local governing body of the Town of Blowing Rock as attested to by the signature of Clerk \_\_\_\_\_ of said governing body on

(Date)

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:

Town of Blowing Rock

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DEPARTMENT OF TRANSPORTATION

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

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)