



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

July 18, 2023
6:00 p.m.

The meeting will be held in a hybrid format and will be streamed live at salisburync.gov/webcast and on the City's Facebook account.

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on July 18, 2023 by contacting Connie Snyder at csnyd@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. Oath of office to be administered to new Police Chief Patrick Smith by Mayor Karen Alexander.
6. Council to receive an introduction of the Summer Youth Employment Program students.
(Presenter Human Resources Business Partner Souwan Kiengkham)
7. Mayor to proclaim the following observance:

ICE CREAM MONTH
PARKS AND RECREATION MONTH

July 2023
July 2023

8. Council to consider the CONSENT AGENDA:
 - (a) Approve Minutes of the special and regular meetings of June 6, 2023.
 - (b) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$60,000 to appropriate Police Department Controlled Substance Tax Funds to purchase evidence tracking software and for DNA testing.
 - (c) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$7,500 to appropriate Joint Operation Funds from the United States Secret Service to be used for purchasing equipment for criminal investigations.
 - (d) Approve a Right-of-Way Use Permit for the use of sidewalk adjacent to 221 North Main Street for roof restoration in accordance with Section 22-50 of the City Code. The sidewalk will have scaffolding set up to provide a safe pedestrian walkway.

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- (e) Adopt an Ordinance amending Section 13-338 of the City Code to state “parking is prohibited at all times along Lee Street beginning at a point 212 feet north of Fisher Street to Kerr Street” to correct a discrepancy in the Code.
 - (f) Adopt a Resolution declaring the intent to permanently close an unimproved portion of A Avenue, located off of the 1500 and 1600 blocks of Second Street, and set a public hearing for August 15, 2023.
 - (g) Approve the purchase of a New Way automated sidearm Roto Pac garbage truck in the amount of \$405,410.76 as listed on the state contract. This purchase is included in the FY 2023-2024 budget.
 - (h) Approve an update to job classifications system based on department re-organizations and to assist with recruitment in our Police Department by increasing sworn officer pay ranges by 5% and adjusting salary grades for sworn officers.
9. Council to receive public comment. *Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Connie Snyder at csnyd@salisburync.gov.* Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.
10. Council to receive the annual report regarding Diversity, Equity, and Inclusion from the DEI Department. *(Presenter – Diversity Equity, and Inclusion Director Anne Little)*
11. Council to consider adopting a Resolution of Support endorsing the Western North Carolina Rail Corridor as a new project for the Cabarrus-Rowan Metropolitan Planning Organization Priority List. *(Presenter City Engineer Wendy Brindle)*
12. Council to consider a request for a 10 foot permanent easement adjacent to 124 East Innes Street for pedestrian ingress and egress to comply with North Carolina Building Code. *(Presenter City Engineer Wendy Brindle)*
13. City Attorney’s Report.
- (a) Funding Agreements for Allocation of Special Project Funds.
14. City Manager’s Report.
15. Council’s Comments.
16. Mayor Pro Tem’s Comments.
17. Mayor’s Announcements and Comments.
- (a) Sustainable Salisbury, a division of the Public Works Department, will host Summer Litter Sweep Saturday, July 22, 2023 from 8:30 a.m. until 10:00 a.m. with a focus on removing litter along North Long Street and East Council Street. To sign up or for more information please call (704) 638-2098.

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- (b) The City of Salisbury and the Salisbury Police Department will host a National Night Out Event and Community Resource Fair Tuesday, August 1, 2023 beginning at 5:30 p.m. at Bell Tower Green. Students will receive backpacks with a selection of school supplies. There event will feature food and music. Local resource agencies will also be on hand for the event.
- (c) The August 1, 2023 City Council meeting will begin at 3:00 p.m. to allow Council to participate in National Night Out and the Community Resource Fair.

18. Adjourn.

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

Name of Presenter(s): Mayor Karen Alexander

Requested Agenda Item: Oath of office to be administered to new Police Chief Patrick Smith by Mayor Karen Alexander.

Description of Requested Agenda Item: Mayor Karen Alexander to administer oath of office to incoming Police Chief Patrick "PJ" Smith.

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: Mayor to administer oath of office.

Contact Information for Group or Individual: Connie Snyder, City Clerk (704) 638-5234.

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

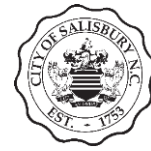
☐ Approved

☐ Delayed

☐ Declined

Reason:

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

Name of Group(s) or Individual(s) Making Request: Souwan Kiengkham, Human Resources Business Partner

Name of Presenter(s): Souwan Kiengkham

Requested Agenda Item: Introduction of Summer Youth Employment program students

Description of Requested Agenda Item:

Summer Youth Program is a grant-funded program that offers high school students who live within the Salisbury City limits an opportunity of working for a period of four weeks with various City departments. Students are required to apply and meet the requirements of the Household Income guideline specified by H.U.D. During this time they are able to learn valuable insight to real world employment, self and leadership assessment and reflection. Some students may find they would like to be future City of Salisbury employees. The following students are part of the 2023 Summer Youth Employment Program: Bralen Mitchell, Kimberly Turcios and Eva Carter.

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)

N/A

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

N/A

Contact Information for Group or Individual:


Souwan Kiengkham – 704-638-2116 – skien@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



City of Salisbury North Carolina

PROCLAMATION

WHEREAS, ice cream is enjoyed by over 90 percent of the people in the United States and it holds a reputation as the perfect dessert and snack food; and

WHREAS, the most popular ice cream flavor in the United States is chocolate, with vanilla a close second while different flavors of ice cream are constantly being created to satisfy a variety of tastes; and

WHEREAS, the most popular ice cream topping for vanilla ice cream in the United States is hot fudge, followed by sprinkles, caramel, Oreos, and peanut butter cups; and

WHEREAS, in 2021 ice cream makers in the United States churned out more than 1.3 billion gallons of ice cream and the United States has the largest consumption of ice cream per capita; and


WHEREAS, in 1984, President Ronald Reagan designated July as National Ice Cream Month and the third Sunday of the month as National Ice Cream Day.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM July 2023 as

ICE CREAM MONTH

in Salisbury and encourage all citizens to enjoy ice cream and the pleasures of summer time with their friends and family.

This the 18th day of July 2023.


Karen K. Alexander, Mayor



City of Salisbury North Carolina

PROCLAMATION

WHEREAS, parks and recreation is an integral part of communities throughout this country, including Salisbury; and parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and parks and recreation programming and education activities are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and


WHEREAS, the United States House of Representatives has designated July as Parks and Recreation Month; and Salisbury recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM July 2023 as

PARKS AND RECREATION MONTH

in Salisbury and **BE IT FURTHER PROCLAIMED** that during Parks and Recreation Month all citizens should enjoy what their community has to offer by taking part in their favorite sports, visiting the outdoors, spending time with family and friends or just relaxing.

This the 18th day of July 2023.



Karen K. Alexander, Mayor

Salisbury, North Carolina
June 6, 2023

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Presiding; Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; City Manager Jim Greene, Jr., City Clerk Connie B. Snyder, and City Attorney Graham Corriher.

ABSENT: None

Salisbury City Council met in a Special session at City Hall located at 217 South Main Street. The meeting was called to order by Mayor Alexander at 5:00 p.m.

ADOPTION OF THE AGENDA

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt the Agenda as presented. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

BUDGET PRESENTATION

City Manager Jim Greene and Finance Director Wade Furches presented the FY2023-2024 recommended annual operating budget to Council for its budget work session. Mr. Greene stated staff presented the budget to Council during a Special Meeting on May 23, 2023, and Council requested additional information regarding the possible use of Fund Balance. He noted Council requested staff recommended projects not included in the proposed budget that could be completed with \$1 million of additional Fund Balance.

Mr. Greene stated the recommended budget is balanced, and he pointed out Council can make any changes it deems necessary. He explained the FY2023-2024 Council Priorities served as the guiding document for the recommended budget of \$108,064,027:

<u>Fund</u>	<u>Revenue</u>	<u>Expenses</u>
10 General Fund	\$ (54,102,406)	\$ 54,102,406
11 Cap Res General Fund	\$ (6,485,224)	\$ 6,485,224
20 Stormwater	\$ (2,337,601)	\$ 2,337,601
21 Cap Res Stormwater	\$ (517,972)	\$ 517,972
30 Water & Sewer	\$ (37,246,454)	\$ 37,246,454
31 Cap Res Water & Sewer	\$ (621,176)	\$ 621,176
35 Transit	\$ (3,100,600)	\$ 3,100,600
36 Fibrant	\$ (3,652,594)	\$ 3,652,594
Total:	\$ (108,064,027)	\$ 108,064,027

Mr. Greene noted Council has prioritized investment in the City's most important asset, its employees:

- Implemented the Pay Study in FY23 and funded it for a full year
- Police Department salary and range increases, and increases in over time for the Fire Department
- Retirement system increases as required by the state and the proposed budget absorbs health insurance increases
- Includes first merit pay for employees in several years along with a cost of living increase
- City Manager recommends a 2% Cost of Living Adjustment (COLA) for all City employees and an average 2% merit increase for qualifying employees

Mr. Greene stated the current tax rate is \$.7196 per \$100 valuation and the Revenue Neutral Tax Rate (RNTR) is \$.58 per \$100 valuation. He noted staff recommends a tax rate of \$.61 per \$100 valuation, and he pointed out the \$.03 tax increase would help meet Council priorities and its public safety goals:

- \$.0143 for the construction of Fire Station 3
- \$.0157 for Police:
 - Pay range adjustments to compete with surrounding communities and retain and attract police personnel - \$250,000
 - Funds for the new Police Chief to bring on needed positions - \$300,000
 - Funds for camera upgrades and maintenance-\$82,710

Mr. Furches indicated the projected tax valuation from Rowan County for FY2024 is \$4,113,144,278 which is a 25.67% increase, and he noted the average growth factor is 1.23%. He reviewed General Fund Balance, and he pointed out the state requires 8% minimum Fund Balance and City has a policy of maintaining 24% Fund Balance. He explained the City has a 48% Fund Balance as of June 30, 2022 which is \$10,263,704 over the 24% requirement, and staff believes the City will end FY2023 with a surplus.

Mr. Furches pointed out staff recommends using \$1.6 million of Fund Balance to reduce the debt on Fire Station 3 and using \$1 million of Fund Balance to pay for the rescue engine. He reviewed a list of projects that are not included in the recommend budget that could be completed with an additional \$1 million of Fund Balance:

Items to be Recommended

<u>Project</u>	<u>Department</u>	<u>Costs</u>
Non-CDL Garbage Truck	Waste Management - 561	\$ 164,806
New Doors and Windows 321 W. Franklin	Grounds Maintenance - 590	\$ 55,000
Greenway Repaving	Grounds Maintenance - 590	\$ 65,000
Window Replacement COB	COB - 501	\$ 325,000
Microsoft 365 Startup Costs	City-Wide	\$ 55,000
Microsoft 365 Annual Costs	City-Wide	\$ 186,000
Gateway Park fountain - Rebecca	Grounds Maintenance - 590	\$ 60,000
Fire Station 5 Window Replacement	Fire	\$ 64,000
Replace Wooden Cemetery Fence	Cemetery	\$ 15,000
Install exterior door in parts room office	Fleet - 561	\$ 4,000
Rescue Rotary Saws	Fire - 531	\$ 3,000
Portable Ground Lighting	Fire - 531	\$ 4,000
	Recommended:	\$ 1,000,806

Other Items to Consider

<u>Project</u>	<u>Department</u>	<u>Costs</u>
Park Shelters	Parks & Recreation - 621	\$ 150,000
City Bicycle Loop	Engineering - 555	\$ 20,900
Grants Creek Greenway	Engineering	\$ 30,000
Additional Sanitation Can Rollouts	Sanitation - 581	\$ 21,000
Public Works Parking Lot Repaving	Public Works - 561	\$ 215,000
new curbing and striping for parking lot	Fleet - 561	\$ 1,000
Firefighter Turnout Gear	Fire - 531	\$ 45,000
Ground Ladders	Fire - 531	\$ 7,624
Skate Park Study Per Sheffield	Parks & Recreation - 621	\$ 15,000
1% COLA Added	City-Wide	\$ 202,648
Modernize Elevator Plaza	Plaza	\$ 225,000
Downtown Development Grant Reductions	Community Planning Services	\$ 100,000
Replace Set of Tools	Fleet - 561	\$ 16,000

Mr. Furches reminded Council of future Fund Balance needs including the Depot, Empire Hotel, Downtown Streetscapes, the Wells Fargo Building and Event Center, Community Center/Pool/Senior Center Project, additional equipment, and grant matches.

Mr. Greene noted the proposed budget includes:

- Revenue Neutral Tax Rate of \$0.58
- Recommended tax rate of \$0.61 to fund public safety initiatives and Council goals
- Increase Stormwater fees by \$0.40 per month to address master plan implementation
- No rate increase for water and sewer rates
- No increase in recycling and solid waste fees
- No increase in Park and Recreation fees

Councilmember Post referenced the Microsoft Office 365 startup, and he asked if updating the software is included in the proposed budget. Mr. Furches noted the City needs to upgrade to Office 365, particularly for the Fire and Police Departments who use the software to access state-wide data. He added the Office 365 is not included in the proposed budget, and he pointed out the startup cost is \$55,000 and the annual cost to the City will be \$186,000. Councilmember Post commented Office 365 is critical for the Police Department. Mayor Alexander agreed. Mayor Pro Tem Sheffield asked how much the City is currently paying for its Microsoft software. Mr. Furches noted the \$186,000 will be in addition to the current Microsoft subscription which will eventually sunset, but a decision is not required at this time.

Mayor Pro Tem Sheffield requested clarification regarding possibly reducing the Fund Balance from 48% to 45%. Mr. Furches stated if the Fund Balance was reduced to 45% it would equate to approximately \$1.2 million. Mr. Greene pointed out \$1 million of Fund Balance is being proposed for the purchase of the rescue truck. He added if Council supports the use of \$1 million of Fund Balance for the rescue truck any other projects would be in addition to the initial \$1 million. Mr. Furches clarified \$3 million of Fund Balance is proposed to be spent including \$1.6 million to buy down the debt for Fire Station 3, \$1 million for the fire truck and \$300,000 already included in the budget. Mayor Alexander asked if the \$3 million proposed to be taken out of Fund Balance will take it to 45%. Mr. Furches stated the surplus for the current fiscal year has not been taken into consideration. He indicated after spending the proposed \$3 million if Council decided to spend an addition \$1 million Fund Balance would most likely remain at 45%.

Mayor Pro Tem Sheffield stated it is important to invest in employees, and she recommended Council consider increasing the COLA for employees to remain competitive in the job market. She questioned what it would cost to keep the merit and increase the COLA to 3%. Mr. Furches noted if the COLA is increased from 2% to 3% the cost to the General Fund would be \$154,000 and overall cost to the City would be \$202,000 which is not a full year cost. Mr. Greene explained three pay increases are scheduled in the upcoming fiscal year the COLA which will take effect in November, a 1% longevity bonus in December for employees that meet the requirements, and the 2% average merit increase would take place in January 2024. He stated the goal is to move the COLA increase to the beginning of the fiscal year. He pointed out last year employees received a 2.75% COLA increase, but did not receive a merit increase.

Mayor Pro Tem Sheffield asked what it would cost the City to have a 3% COLA. Mr. Furches noted it would cost approximately \$400,000. Councilmember Post noted \$400,000 is approximately \$.01 on the property tax rate. Mr. Furches noted \$247,000 of the pay increase is included in the proposed budget and the increased cost to go from 2% COLA to 3% COLA is \$200,000 for the General and Enterprise Funds. Mr. Greene noted if the additional 1% is taken

from Fund Balance for the General Fund the Enterprise Funds will have to look for the additional funding for its salary increases.

Mr. Greene noted every employee did not receive a pay increase from the pay study. He added the City has great employees and it is important to offer competitive pay along with a balanced budget. He commented if a pay increase is taken out of Fund Balance it must be accounted for in future budgets. He noted it is best to use Fund Balance for one-time expenditures.

Mayor Pro Tem Sheffield asked how many employees received pay rate increases as a result of the pay study. Mr. Furches indicated less than half of employees received pay increases as a result of the pay study. Mayor Alexander asked about the total number of employees working for the City. Mr. Furches indicated a few years ago the City had approximately 425 full-time employees and last year it had less than 400 full-time employees. He explained the City budgets as if all approved positions are filled but the actual number of employees continues to decrease. Mr. Greene added the City experienced increases to Fund Balance due to employment vacancies.

Councilmember Smith asked how often the parking lot at Public Works is repaved. Public Works Director Chris Tester noted the parking lot has never been repaved, but the pot holes are filled. Mr. Smith asked about the cost savings between repairing the Public Works parking lot and replacing the windows in the City Office Building. Mr. Tester stated it is important to replace the windows in the City Office Building due to leaking issues that have occurred. Mr. Greene pointed out there are mold issues at the City Office Building, and he explained Public Works helped prioritize the project list. Mayor Alexander asked if it is possible to put as a priority to repair the deep holes in the Public Works parking lot. Mr. Tester noted staff patches the deeper holes, and he added staff can get an estimate for repairing the parking lot intersection that contains the worst damage. He pointed out there are other parking lots in the City that are also in need of repair. Mayor Alexander asked if any parking lot repairs are included in the proposed budget. Mr. Tester indicated parking lot repairs are not included in the proposed budget.

Councilmember McLaughlin referenced the \$150,000 for park shelters, and he asked how many shelters could be constructed and the revenue generated. Parks and Recreation Director Nick Aceves explained \$150,000 would construct one large corporate shelter that could be used by 250 to 300 people and would bring in approximately \$125 per day.

Mr. Greene pointed out the items before Council are for its consideration and the final budget will be brought to Council at its June 20, 2023 meeting.

Councilmember Smith commented if there is a surplus Council can reexamine the project list. Mr. Greene stated there will be an opportunity mid-year to consider revenues, expenditures, and Fund Balance and possibly adjust the budget at that time to take on additional projects.

Councilmember Post noted if Council is going to consider increasing the COLA he would like to know the impact it would have on the property tax rate. Mr. Greene indicated staff will provide the information.

ADJOURN

Motion to adjourn the meeting was made by Councilmember Post. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0) The meeting was adjourned at 6:02 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury, North Carolina
June 6, 2023

REGULAR MEETING

PRESENT: Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; City Manager Jim Greene, Jr., City Clerk Connie B. Snyder; and City Attorney J. Graham Corriher.

ABSENT: None.

Salisbury City Council met in Council Chambers in City Hall located at 217 South Main Street. The meeting was called to order by Mayor Alexander at 6:09 p.m. A moment of silence was taken.

PLEDGE OF ALLEGIANCE

Mayor Alexander 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 Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

RECOGNITION – CATAWBA COLLEGE

Mayor Alexander recognized Catawba College for being certified as the 13th college in the nation and the first institution in the southeast to become carbon neutral. She then read and presented a Proclamation to Catawba College President David P. Nelson and Executive Director of the Center for the Environment Brad Ives expressing Council's gratitude to the college for its work to become carbon neutral and for all it does for the community.

PROCLAMATIONS

Mayor to proclaim the following observances:

JUNETEENTH DAY
SALISBURY PRIDE DAY
PLAY BALL SUMMER

June 19, 2023
June 24, 2023
June 1 – August 31, 2023

CONSENT AGENDA

(a) Minutes

Approve Minutes of the special and regular meetings of May 16, 2023.

(b) Budget Ordinance Amendment – Duke Energy Foundation Grant

Adopt a budget Ordinance amendment to the FY2022-2023 budget in the amount of \$25,000 to appropriate a Social Justice and Racial Equity Grant from the Duke Energy Foundation to be used for Diversity, Equity, and Inclusion training for employees and for Community Conversations.

ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE A DUKE ENERGY FOUNDATION GRANT.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 224, and is known as Ordinance 2023-35.)

(c) Budget Ordinance Amendment – Rowan County United Way Grant

Adopt a budget Ordinance amendment to the FY2022-2023 budget in the amount of \$51,500 to appropriate a Community Impact Grant from the Rowan County United Way for an opioid response initiative that will provide additional cameras to be located in drug overdose hot spots.

ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE A UNITED WAY COMMUNITY IMPACT GRANT.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 225, and is known as Ordinance 2023-36.)

(d) Contract Extension – Republic Services

Approve a two-year contract extension with Republic Services for curbside recycling, with contractor provided recycling containers, at a rate of \$5.27 per pickup point per month for year one, beginning July 1, 2023, and adjusting to a fee of \$5.77 per pickup point per month for the second year, beginning July 1, 2024.

(e) Contract – Interstate Roofing

Authorize the City Manager to enter into a contract with Interstate Roofing in the amount of \$126,800 to replace the second floor roof at the City Office Building located at 132 North Main Street.

(f) Contract – Charles R. Underwood, Inc.

Authorize the City Manager to enter into a contract with Charles R. Underwood, Inc. in the amount of \$277,090.94 for upgrades to the Mill Village Lift Station.

(g) Contract – Bio-Nomic Services, Inc.

Authorize the City Manager to enter into a contract with Bio-Nomic Services, Inc. in an amount not to exceed \$421,000 for the Reservoirs Solids Removal Project.

(h) Agreement – D.R. Horton, Inc.

Authorize the City Manager to execute an agreement with D.R. Horton, Inc. to pay Salisbury-Rowan Utilities for the Sweetwater Village subdivision sewer infrastructure improvements.

(i) Public Hearing – Crow Holdings

Set a public hearing for June 20, 2023 to consider an incentive grant request for Crow Holdings.

(j) Right-of-Way Use Permit – 221 North Main Street

Approve a Right-of-Way Use Permit for the use of sidewalk adjacent to 221 North Main Street from June 1, 2023 until July 1, 2023 for roof restoration at the location.

(k) Right-of-Way Use Encroachment – Hotwire Communications

Approve a Right-of-Way encroachment by Hotwire Communications for the installation of underground fiber along River Birch Drive in accordance with Section 11-24 (27) of the City Code and subject to established conditions.

(l) Right-of-Way Use Encroachment – AT&T

Approve a Right-of-Way encroachment by AT&T for the installation of underground fiber along West Colonial Drive, Springs Drive, and Laurel Springs Drive in accordance with Section 11-24 (27) of the City Code and subject to established conditions.

(m) 15 Minute Parking Spaces

Adopt an Ordinance amending Section 13-366 of the City Code to add a loading zone beginning at a point 112 feet south of Fisher Street through a point 156 feet south of East Fisher Street, on the east side of South Main Street to establish two 15-minute parking spaces at the Meroney Theater.

ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO PARKING.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 226, and is known as Ordinance 2023-36.)

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

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments.

Mr. Hercules Shannon addressed Council regarding signage at the City Park Patriots Memorial Flag Concourse, and he asked Council to consider bringing back the Armed Forces Day Program at the park.

Mr. Ronnie Smith invited Council and the community to join Veterans for a tentative celebration planned for Flag Day on June 14, 2023 at 1:00 p.m. at Bell Tower Green. He expressed concern regarding the recent vandalism at City Park Patriots Memorial Flag Concourse.

Mr. Michael Brooks thanked Council for the Pride Month Proclamation and invited Council and the community to the Pride Festival that will take place on June 24, 2023 from 11:00 a.m. until 5 p.m. at Bell Tower Green. He noted the theme of the festival is United with Pride.

Mr. Michael Kirksey and Ms. Annie Boone-Carroll expressed concern regarding traffic in the West End Community.

Ms. Heather DePalma thanked Council for attending the 2022 Salisbury Pride Festival. She noted 130 sponsors and vendors will be participate in the 2023 Pride Festival.

Ms. Dee Dee Wright noted her concerns about the proposed FY2023-2024 budget, including water and sewer fees. She requested clarification regarding the Parks and Recreation and Bell Tower Green budgets. She asked if salaries for vacant positions are used to fund special projects. She the requested further clarification regarding special project funding in the Human Resources proposed budget.

Mr. Geof Wilson expressed concern that the North Carolina Department of Transportation Rail Division is removing the morning train service from Raleigh to Salisbury beginning July 10, 2023.

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

FY2023-2024 CITY BUDGET

Mayor Alexander convened a public hearing after due notice regarding the proposed FY2023-2024 budget.

Ms. Dee Dee Wright asked for clarification regarding the separate budgets for Parks and Recreation and Bell Tower Green. Parks and Recreation Director Nick Aceves stated Parks and Recreation and Bell Tower Green receive funding from different sources, and the Public Works Department also receives funding from the Bell Tower Green budget. He explained since two departments receive funding from Bell Tower Green, staff decided to create a separate Bell Tower Green budget.

Mr. Clyde expressed his concerns regarding stormwater and recycling fees. He stated less than 30% of citizens recycle and the City could save \$600,000 annually by eliminating recycling.

There being no one else to address Council, Mayor Alexander closed the public hearing.

CITY COUNCIL TERMS

City Attorney Graham Corriher stated at its last meeting Council adopted a Resolution of Intent to hold a public hearing on increasing the terms of City Council to four-year staggered terms. He requested Council hold a public hearing and solicit formal input from the public. He noted no action will be taken at this time.

Mayor Alexander convened a public hearing after due notice regarding City Council terms.

Ms. Dee Dee Wright spoke in opposition of establishing staggered four-year terms for City Council.

Ms. Dottie Hoy and Mr. Jeffrey Hoy spoke in favor of four-year staggered terms for City Council. Mr. Hoy stated that staggered four-year terms guarantee valued experience on Council.

There being no one else to address Council, Mayor Alexander closed the public hearing.

MUNICIPAL SERVICE DISTRICT EXPANSION

Downtown Development Director Sada Troutman asked Council to hold a public hearing to consider an expansion of the Municipal Service District (MSD) to include the First Presbyterian Church at the Church's request.

Ms. Troutman displayed aerial images of the current MSD and a map noting where the expansion would occur. She added this request comes from the property owner as allowed by North Carolina General Statute 160A-538. She stated First Presbyterian Church participates in local events and sees the park and the downtown as part of its identity. She pointed out church parking is used by the general public visiting the park. She added the Downtown Salisbury Inc. Board reviewed the request and supports the expansion of the MSD.

Ms. Troutman noted MSD Expansion Report requirements include a map of the service district with present and proposed boundaries, a statement showing that the area to be included is being annexed at the property owner's request, and a plan for extending services to the area.

Ms. Troutman stated staff looked into the expansion of City services that would occur by including First Presbyterian in the MSD, and though there is an impact on Downtown Development, there would be no financial impact to the City.

Ms. Troutman stated the request is for Council to hold a public hearing regarding the expansion of the MSD. She noted no further action is needed at this time. She added the MSD Expansion Report is available for the public to view in the City Clerk's office. She pointed out a vote will be held at Council's June 20, 2023 meeting and if approved, the expansion would go into effect on July 1, 2023.

Mayor Alexander convened a public hearing after due notice regarding the proposed MSD expansion.

Mr. David Carmichael, member of First Presbyterian Church, spoke in favor of expanding the MSD to include the First Presbyterian Church.

There being no one else to address Council, Mayor Alexander closed the public hearing.

City Attorney Graham Corriher asked Council what should be brought back to the next Council meeting regarding terms for City Council. Council asked Mr. Corriher to prepare an Ordinance to increase Councilmember terms to a four-year staggered term for discussion at its June 20, 2023 meeting.

INSTALLMENT FINANCING CONTRACT – FIRE STATION 3

Finance Director Wade Furches asked Council to consider adopting a Resolution approving the financing terms and agreements with JPMorgan Chase Bank, NA at 3.29% for 15 years for Fire Station 3. Mr. Furches noted the Local Government Commission (LGC) approved the financing terms and agreement with JPMorgan.

Thereupon, Councilmember Post made a **motion** to adopt a Resolution approving an installment financing contract with JPMorgan Chase Bank, NA subject to the terms and conditions presented to Council and authorizing the execution and delivery of documents in connection therewith. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

RESOLUTION APPROVING AN INSTALLMENT FINANCING CONTRACT WITH JPMORGAN CHASE BANK, NA AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No. 21-22, and is known as Resolution 2023-16)

CAPITAL PROJECT ORDINANCE – FIRE STATION 3 CONSTRUCTION

Finance Director Wade Furches asked Council to consider adopting a Capital Project Ordinance to establish a project Fund Balance to cover construction costs for Fire Station 3. Mr. Furches stated the three sources of financing for Fire Station 3 include:

- \$6.5 million loan
- \$1 million dollars from ARPA funding
- \$1.6 million from Fund Balance

Thereupon, Councilmember Post made a **motion** to adopt a Capital Project Ordinance establishing a General Capital Project Fund for construction of Fire Station 3. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

CAPITAL PROJECT ORDINANCE ESTABLISHING A GENERAL CAPITAL PROJECT FUND FOR CONSTRUCTION OF FIRE STATION 3.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 227, and is known as Ordinance 2023-37.)

FIRE TRUCK PURCHASE

Finance Director Wade Furches asked Council to consider adopting an Ordinance amending the FY2022-2023 budget Ordinance of the City of Salisbury, North Carolina to appropriate Fund Balance for the purchase of a Pierce Enforcer Rescue Engine for the Fire Department.

Fire Chief Bob Parnell explained the Pierce Enforcer Rescue Engine is primarily used for technical rescue. He noted that the fire truck is larger to accommodate technical rescue equipment. He explained the truck was ordered over two years ago, and the Fire Department is excited to have it as part of its fleet. He thanked Council for its continuous support of the Fire Department.

Finance Director Wade Furches explained when the firetruck was ordered two years ago the City had \$3 million of available Fund Balance above the required 24%. He added the Fund Balance has grown to \$10 million, and staff is recommending using \$1 million of available Fund Balance to pay for the vehicle rather than financing it at a high-interest rate.

Mayor Pro Tem Sheffield asked how much money the City will save if it pays for the fire truck using available Fund Balance. Mr. Furches stated the City would save over \$100,000 of interest expense.

Councilmember Post asked what the interest rate would be if the City financed the fire truck. Mr. Furches estimated the interest rate would be around 4.5%.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt an Ordinance amending the 2022-2023 budget Ordinance of the City of Salisbury, North Carolina to appropriate Fund Balance for the purchase of a Pierce Enforcer Rescue Engine for the Fire Department. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

CAPITAL PROJECT ORDINANCE ESTABLISHING A GENERAL CAPITAL PROJECT FUND FOR CONSTRUCTION OF FIRE STATION 3.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 228, and is known as Ordinance 2023-38.)

YADKIN-PEE DEE WATER MANAGEMENT GROUP

Salisbury-Rowan Utilities (SRU) Director Jim Behmer asked Council to support the incorporation of the Yadkin-Pee Dee Water Management Group by adopting the bylaws and adopting a Resolution to join the 501(c)(3) incorporated Yadkin-Pee Dee Water Management Group (YPDWMG).

Mr. Behmer noted the Yadkin- Pee Dee Water Management Group was formed in 2016 and is a collaborative effort of 18 government representatives, public water utilities, and reservoir operators providing service within the Yadkin-Pee Dee River Basin. He stated the group provides

a structure for regional collaboration that can coordinate activities and explore mutually beneficial ways to protect and develop the water supply.

Mr. Behmer explained that YPDWMG is currently operating under a temporary Memorandum of Understanding but by adopting the bylaws and adopting a Resolution to join the 501(c)(3) the group would be eligible to apply for grants and receive grant funding for projects.

Councilmember Post asked how many of the 18 participating municipalities or governmental organizations have adopted similar resolutions. Mr. Behmer stated five or six participants have adopted the resolutions.

Mayor Alexander stated the 501(c)(3) status would allow the YPDWMG access to grants and would make it a more permanent structure.

Thereupon, Councilmember Post made a **motion** to support the incorporation of the Yadkin-Pee Dee Water Management Group by adopting the bylaws and adopting a Resolution to join the 501(c)(3) incorporated Yadkin-Pee Dee Water Management Group. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING JOINING AND INCORPORATING THE YADKIN-PEE DEE WATER MANAGEMENT GROUP.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No. 23-24, and is known as Resolution 2023-17)

2023 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM

Planning Director Hannah Jacobson asked Council to adopt the 2023 Community Development Block Grant (CDBG) and HOME Program Action Plan and budget and to consider endorsing staff recommendations for the distribution of public service funding.

Ms. Jacobson provided a summary of the funding distribution staff recommends for CDBG funds:

Owner-Occupied Rehabilitation	\$150,000.00
Public Infrastructure Project	\$60,000.00
Public Services	\$46,103.40
Fair Housing Activities	\$5,000.00
Program Administration	\$61,471.20
Total	<u>\$327,356.00</u>

Ms. Jacobson provided a summary of the funding distribution staff recommends for the HOME Investment Partnership Program:

New Construction	\$85,051.00
Down Payment Assistance	\$60,000.00
Program Administration	\$8,703.00
Total	<u>\$153,754.00</u>

Ms. Jacobson explained the annual allocation is at 15% of CDBG funds for public service agencies benefitting low-to-moderate income clientele. She noted additional funds are available this year from unused from Cares-Act funding. She reviewed staff recommendations for 2023 public service agencies, including One Love Community Services, Inc., Family Crisis Council, Partners in Learning, Rowan Helping Ministries, and the NAACP of Rowan.

Ms. Jacobson referenced the available \$52,000 of un-used funding from the CARES Act, and she stated the public service agencies selected to receive funding include Terrie Hess Child Advocacy Center, the Community Care Clinic, Meals on Wheels Rowan, City of Salisbury-Summer Youth Interns, Bright Minds Academy, and Conflict Resolution Center of Cabarrus County.

Ms. Jacobson provided a summary of citizen participation, including a public hearing that was held in March and a Community Input meeting held on April 20, 2023, at the West End Business Center. She indicated public feedback included infrastructure projects such as improvements on West Innes Street, basketball hoops at Cannon Park, creating a neighborhood camera program, and additional trail connections for the Greenway.

Ms. Jacobson stated staff recommends adoption of the Program Year 2023 CDBG and Home Action Plan and budget. She added staff also recommends endorsing the distribution of public service funding.

Councilmember Smith noted a conflict of interest with Bright Minds Academy and asked to recuse himself from voting on staff recommendations for the distribution of public service funding.

Thereupon, Councilmember McLaughlin made a **motion** to adopt the 2023 Community Development Block Grant and HOME Program Action Plan and budget. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

Thereupon, Councilmember McLaughlin made a **motion** to endorse staff recommendations for the distribution of public service funding. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin and Post voted AYE. (4-0)

DEMOLITION – 602 NORTH MAIN STREET

Planner Emily Vanek asked Council to consider issuing a demolition permit for the storage building located at 602 North Main Street. She noted according to North Carolina General Statute Session Law 2007-102 and the adopted Local Historic Design Standards, any demolitions within the Downtown Local Historic District require a permit issued by Council.

Ms. Vanek added the Historic Preservation Commission (HPC) will consider the demolition at its June 8, 2023 meeting. She added that while considering a demolition, Council should consider the following factors:

- Location within the district
- The structure's state of repair
- The structure's architectural and cultural significance
- The overall impact of the demolition on the historic site

Ms. Vanek provided an aerial map and highlighted the property's location within the historic district. She displayed photos of the interior and noted the concrete slab foundation has significant cracks, which is causing the exterior walls to fall outwards. She added Code Enforcement Manager Michael Cotilla has concurred the structure is dilapidated and recommends moving forward with the demolition.

Ms. Vanek commented that the structure was built in the 1960s or 1970s, but is not listed on the National Register of Historic Places. She noted staff has not determined any cultural significance associated with the structure which is currently used for storage.

Ms. Vanek stated staff request that Council consider the issuance of a demolition permit for the storage building located at 602 North Main Street, on the condition that the demolition is approved by the HPC.

Thereupon, Councilmember Post made a motion to issue a demolition permit for the storage building located at 602 North Main Street, subject to any delay in demolition enacted by the Historic Preservation Commission. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

DEMOLITION – 410 VANCE AVENUE

Code Services Manager Michael Cotilla asked Council to adopt an Ordinance to order the demolition of a dwelling unit unfit for human habitation located at 410 Vance Avenue. He noted Mr. Isiah A. Williams and Ms. Kristina K. Johnson are the property owners. He added the property was cited for minimum housing violation on November 8, 2022. He noted the property was posted with the hearing notice on November 9, 2022, and May 19, 2023. He stated the minimum housing hearing was held on December 13, 2022.

Mr. Cotilla noted the property has a long history of calls for service, breaking and entering, and trespassing. He stated the property was boarded up by Code Services in 2019, and the property has been on Code Services' nuisance chronic violators list since 2018. He commented since 2018, the City has removed all accumulated trash and debris and mowed at the location every three weeks.

Mr. Cotilla stated that the main dwelling and accessory structures are dilapidated and should not be allowed to continue to deteriorate. He added staff recommends demolishing the main and accessory structures in the rear yard. He displayed images of the property.

Mayor Alexander asked Mr. Cotilla to explain the demolition process. Mr. Cotilla stated with minimum housing cases where the property is determined to be in a dilapidated state, a Title Search, Order of Compliance, and a hearing must be completed. He explained a 90-day compliance period is issued if someone attends the hearing and in some cases a property owner will make the necessary repairs to bring their property into compliance.

Mayor Alexander asked what happens if the property owners cannot pay for the demolition. Mr. Cotilla stated an invoice is sent to the property owner for the demolition cost and the City will be reimbursed once the property is sold.

Thereupon, Councilmember McLaughlin made a **motion** to adopt an Ordinance to order the demolition of a dwelling unit unfit for human habitation located at 410 Vance Avenue in the City of Salisbury, North Carolina. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNIT UNFIT FOR HUMAN HABITATION LOCATED AT 410 VANCE AVENUE IN THE CITY OF SALISBURY, NORTH CAROLINA.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 229-230, and is known as Ordinance 2023-39.)

DEMOLITION – 508 MILFORD HILLS ROAD

Code Services Manager Michael Cotilla asked Council to adopt an Ordinance to order the demolition of a dwelling unit unfit for human habitation located at 508 Milford Hills Road. He added 508 Milford Hills Road is owned by Mr. Cecil J Simpson Jr, and the structure suffered significant fire damage on May 17, 2022. He explained the property owner needs financial assistance to proceed with the demolition and is seeking help from the City.

Mr. Cotilla stated Mr. Simpson submitted a notarized consent to demolish agreement on May 12, 2023. He explained that the property, in its current condition, is dilapidated and should not be allowed to continue deteriorating. He added staff recommends demolishing the main and accessory structures in the rear yard.

Thereupon, Councilmember McLaughlin made a **motion** to adopt an Ordinance to order the demolition of a dwelling unit unfit for human habitation located at 508 Milford Hills Road in the City of Salisbury, North Carolina. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNIT UNFIT FOR HUMAN HABITATION LOCATED AT 508 MILFORD HILLS ROAD IN THE CITY OF SALISBURY, NORTH CAROLINA.

(The above Ordinance is recorded in full in Ordinance Book No. 31 at Page No. 229-230, and is known as Ordinance 2023-39.)

CITY MANAGER'S REPORT

City Manager Jim Greene asked Transportation Director Wendy Brindle and Police Captain PJ Smith to address West End traffic concerns. He noted staff recently met with members of the West End Community.

Ms. Brindle noted staff investigated the intersection along Horah Street and noted illegally parked cars. She stated staff will look into additional no-parking signs.

Captain Smith stated speed bumps were installed on Monroe Street to address speeding concerns. He added the Police Department is working to address speeding and illegally parked cars along Horah Street.

Mayor Alexander questioned if adding four-way-stops would help address traffic concerns along West Horah Street. Ms. Brindle stated a caution light is located at the intersection of Institute and Horah Streets, but staff will look at the entire corridor.

Mr. Greene asked Captain Smith if there is a way to monitor speeding concerns along Lloyd and Bank Streets. Captain Smith stated a speed trailer could be implemented to collect data.

COUNCIL COMMENTS

Councilmember McLaughlin noted the West End Community meeting will take place on June 8, 2023, at 6:30 p.m.

Councilmember Post stated a KIVA event will be held on June 8, 2023 from 6:00 p.m. until 8:00 p.m. He added the City has partnered with the YMCA to host a pickleball camp for children ages 8 through 15 which will take place at the YMCA. He noted kids are registered.

Councilmember Post indicated he would be interested in Council starting a conversation about eliminating plastic bags in the City.

MAYOR PRO TEM'S COMMENTS

Mayor Pro Tem Sheffield thanked Council and staff for its support of Salisbury Pride and the Salisbury Pride Festival. She stated she is looking forward to the Juneteenth celebration.

MAYOR'S ANNOUNCEMENTS AND COMMENTS

(a) Community Input Sessions

Mayor Alexander announced the Planning and Neighborhoods Department along with the Development Finance Initiative, will host two community input sessions related to the redevelopment of the former Kesler Mill site. The public is invited to attend an in person session on Thursday, June 15th at 6:00 pm at the Park Avenue Community Center or a virtual input session to be held on Tuesday, June 20th at 6:00 pm via Zoom. Details and an online survey, can be found on the project website www.salisburync.gov/KeslerMill.

(b) Juneteenth Celebration

Mayor Alexander announced the Juneteenth Celebration will be held Saturday, June 17, 2023 at the Bell Tower Green from 12:00 noon until 7:00 p.m. and will feature exhibits, a health and wellness expo, and food vendors. The Soulful Sunday Celebration will take place Sunday, June 18, 2023 at the Bell Tower Green from 3:00 p.m. until 6:00 p.m. The events are free and open to the public. For more information please contact the Salisbury Rowan NAACP.

ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Smith. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

The meeting was adjourned at 8:07 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: 07/18/2023

Name of Group(s) or Individual(s) Making Request: Salisbury Police Dept./Interim Chief Brian Stallings

Name of Presenter(s): Interim Chief Brian Stallings

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$60,000 to appropriate Police Department Controlled Substance Tax Funds.

Description of Requested Agenda Item: The Police Department has received controlled substance tax funds that are restricted for use in the Police Department. These funds will be used to purchase evidence tracking software for \$45,000 and the remaining \$15,000 will be used for DNA testing.

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) Adopt a Budget Ordinance Amendment to the FY2023-2024 budget in the amount of \$60,000 to appropriate Police Department Controlled Substance Tax Funds.

Contact Information for Group or Individual: Interim Chief Brian Stallings, SPD 704-638-2142

☒ **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

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE POLICE DEPARTMENT CONTROLLED SUBSTANCE TAXES

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

Section 1. The City has received funds that are restricted for use in the Police Department and must be appropriated. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

Section 2. That the 2023-2024 Budget Ordinance of the City of Salisbury, adopted on June 20, 2023, is hereby amended as follows:

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

- | | | |
|-----|--|-----------------|
| (1) | Increase line item 010-000-000-4125.04
Controlled Substance Taxes | <u>\$60,000</u> |
| (2) | Increase line item 010-516-000-5450.00
Special Projects | <u>\$45,000</u> |
| (3) | Increase line item 010-511-326-5491.01
Professional Services | <u>\$15,000</u> |

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

Section 4. That this ordinance shall be effective from and after its passage.

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: 07/18/2023

Name of Group(s) or Individual(s) Making Request: Salisbury Police Dept./Interim Chief Brian Stallings

Name of Presenter(s): Interim Chief Brian Stallings

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$7500 to appropriate Joint Operations funds from the US Secret Service.

Description of Requested Agenda Item: The Police Department has received funds from the Treasury Executive Office for Asset Forfeiture, Joint Operations / Secret Service to be used for the purpose of purchasing equipment for Criminal Investigations.

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) Adopt a Budget Ordinance Amendment to the FY2023-2024 budget in the amount of \$7,500 to appropriate Joint Operations Funds from the United States Secret Service.

Contact Information for Group or Individual: Interim Chief Brian Stallings, SPD 704-638-2142

☒ **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

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE JOPS SECRET SERVICE FUNDS

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

Section 1. The City has received funds from the Joint Operations / Secret Service branch of the Treasury Executive Office for Asset Forfeiture (TEOAF). These funds will be used to purchase equipment and training for Criminal Investigations Unit. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

Section 2. That the 2023-2024 Budget Ordinance of the City of Salisbury, adopted on June 20, 2023, is hereby amended as follows:

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

- | | | |
|-----|---|----------------|
| (1) | Increase line item 010-000-000-4463.01
Police Grants Revenue | <u>\$7,500</u> |
| (2) | Increase line item 010-511-326-5131.03
Crime Prevention | <u>\$7,500</u> |

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

Section 4. That this ordinance shall be effective from and after its passage.

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

Name of Group(s) or Individual(s) Making Request: Mr. John Gainey, Statesville Roofing & Building Restoration

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

Requested Agenda Item: Council to consider approval of a Right-of-Way Use Permit for the use of sidewalk adjacent to 221 North Main Street.

Description of Requested Agenda Item:

Engineering has received a request from Mr. Gainey to extend his existing Right of Way Use Permit through July 28, 2023. A change order from his client and a delay in receiving materials have caused this project's estimated completion time to be extended. His permit is for the use of the sidewalk adjacent to 221 North Main Street, for roof restoration. The contractor has provided scaffolding for a protective pedestrian walkway. It is roughly 6 feet wide by 40 feet long. There will be fencing material to deter climbing on the structure. Materials will be lowered off the front of the building and then carried to a location outside of the right-of-way.

Mr. Gainey is asking for the work to be extend through July 28, 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 a Right-of-Way Use Permit as stated for the work being performed at 221 North Main Street.

Contact Information for Group or Individual:

Vickie Eddleman, City of Salisbury, 704-638-5213

Mr. John Gainey, Statesville Roofing & Building Restoration, 866-829-7663

☒ **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



Right-of-Way Use Permit Application

LOCATION OF WORK: 221 N Main St

NAME OF APPLICANT: Mr. John Gainey with Statesville Roofing

ADDRESS: 325 Mayo St, Statesville, NC 28677 PHONE: 843-300-2870

START DATE: 07/18/2023 END DATE: 07/28/2023

PROPOSED USE: Repair roofing. Scaffolding in place to remove materials and provide pedestrian access

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: Wendy Brindle, Engineering Director
City Traffic Engineer or Authorized Representative

Parking Spaces Approved: None Width of Sidewalk Approved for Use: Yes

Minimum 5' Wide Pedestrian Access Required: Yes

Description of approved uses: Construction vehicles are parked offsite. Materials removed are lowered to the top of the scaffolding and carried to a location on private property. The scaffolding provides a safe ADA accessible walkway through the construction site. Original ROW Use Permit expired 07/01/2028. Engineering Director approved extension until it could go before Council. Extension to be considered by City Council on July 18, 2023.

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

CITY OF SALISBURY

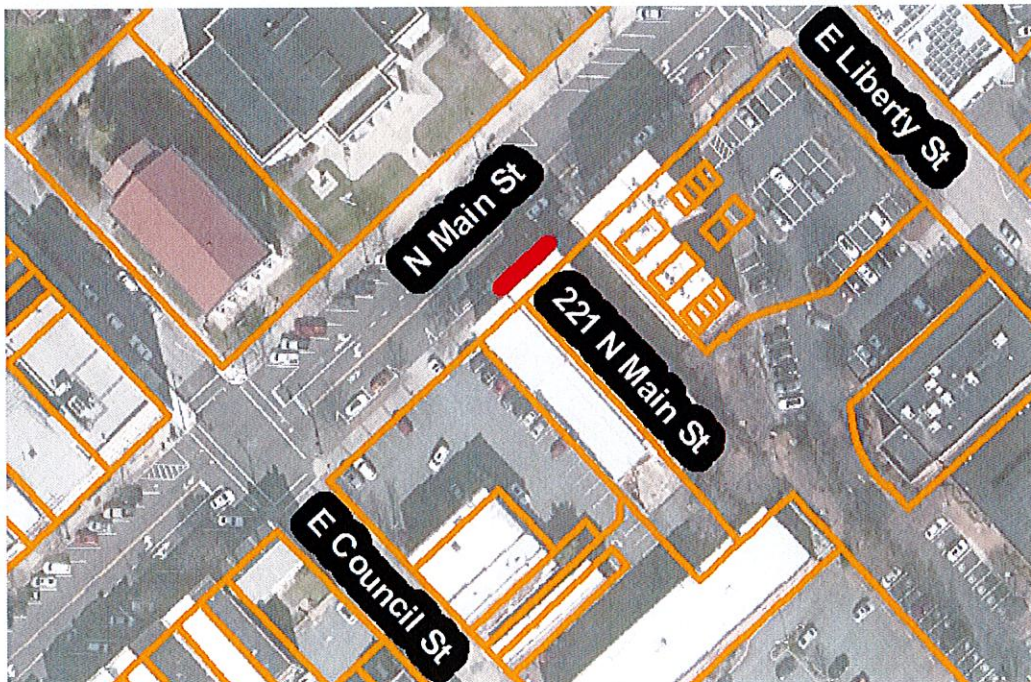
P.O. BOX 479, SALISBURY, NORTH CAROLINA 28145-0479

Right of Way Use Permit – Extension Request for 221 N Main St



Above is the existing work zone.

Below is the map showing the location.



Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

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

Requested Agenda Item: Council to consider allowing parking anytime for spaces located on the east side of Lee Street from Fisher Street to a point 212 feet north of Fisher Street.

Description of Requested Agenda Item:

During a review of the City of Salisbury's Code of Ordinances for parking restrictions, a discrepancy was discovered. On the east side of the 100 block of South Lee Street there are marked on street parking spaces. The Code currently states no parking is allowed anytime on the East side of Lee Street from Fisher Street to Kerr Street. This request is asking City Council to consider adjusting the ordinances to match the field conditions.

Staff is requesting City Council to consider allowing free, all-day parking for the portion of South Lee Street beginning at East Fisher Street to a point 212 feet north of East Fisher Street.

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 amend Section 13-338 of the City Code of Ordinances to state "parking is prohibited at all times along Lee Street beginning at a point 212 feet north of Fisher Street to Kerr Street."

Contact Information for Group or Individual:

Vickie Eddleman, City of Salisbury, 704-638-5213

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager 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>
Lee St.	East	From Fisher St. <u>a point 212 feet north of E. Fisher St.</u> to Kerr 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.

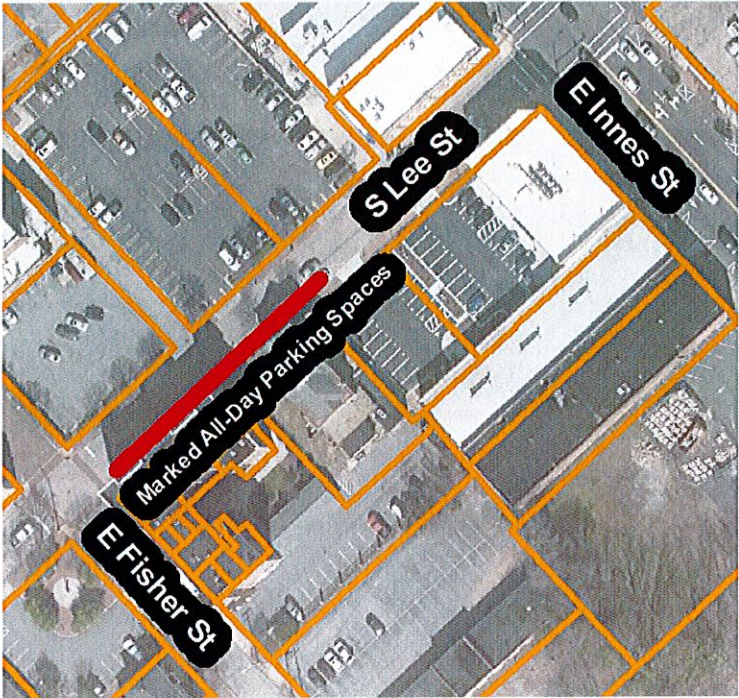
Sec. 13-338. - Parking prohibited at all times.



Pursuant to the provisions of [section 13-96](#), the parking of vehicles shall be prohibited at all times on the streets and portions of streets within the city, on the side indicated, as follows; provided that this section shall not apply to the areas regulated under sections [13-366](#) and [13-367](#) pertaining to loading and unloading:

St.	Side	Extent
Lee St.	East	From Horah St. to a point 200 feet north of Bank St.
		From Fisher St. to Kerr St.
	West	From Innes St. to Horah St.
		From a point 95 feet south of Liberty St. north to the railroad tracks.
		From Innes St. to a point 330 feet north of Innes St.

Above are the existing parking prohibited codes for Lee St.



To the Left: Map showing the location of the existing parking spaces.

Pictures of the area in question.



Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

Name of Presenter(s): Wendy Brindle, Transportation Director

Requested Agenda Item: Council to consider permanently closing an unimproved portion of West "A" Avenue located off the 1500/1600 blocks of Second Street in accordance with NCGS 160A-299

Description of Requested Agenda Item:

The Engineering Department has received a petition to permanently close an unimproved portion of West "A" Avenue, located off the 1500/1600 blocks of Second Street. The request meets standards of General Statute 160A-299. Council may proceed by adopting a Resolution declaring their intent to close the alley and setting a public hearing for August 15, 2023. City Staff will advertise the public hearing for four (4) consecutive weeks in the Salisbury Post, post signs at the site, and notify adjoining property owners by certified mail.

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 will be no fiscal impact regarding this request

Action Requested of Council for Agenda Item:

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

Adopt a Resolution declaring City Council's intent to permanently close an unimproved portion of West "A" Avenue, located off the 1500/1600 blocks of Second Street, and set a public hearing for August 15, 2023

Contact Information for Group or Individual:

Wendy Brindle, Transportation Director
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

RESOLUTION PERTAINING TO THE PROPOSED CLOSING OF AN UNIMPROVED PORTION OF WEST "A" AVENUE LOCATED OFF THE 1500/1600 BLOCKS OF SECOND STREET

WHEREAS, Salisbury City Council will hold a public hearing Tuesday, August 15, 2023 during its 6:00 p.m. meeting to consider a proposal to close the following:

Beginning at a point at the intersection of the right of way of Second Street and West "A" Avenue, said point being the south west corner of Heather Sullivan (deed book 1321 page 486) thence with her line N 27° 04' 35" W, 149.77' to an existing ¾" iron pipe in the southern margin of a 10' alley, thence a new line crossing West "A" Avenue N 62° 33' 42" E, 39.64' to a point in the southern margin of a 10' alley, Timothy E. Safrut's north west corner, thence with Safrut's (deed book 1406 page 184) western line, S 27° 18' 19" E, 149.73' to a point, in the northern right of way of Second Street, thence continuing with Second Street, S 62° 30' 25" W, 40.24' to the point and place of Beginning and Being 5980 square feet as shown on survey and map by Shulenburger Surveying Company, P.A. dated 06/06/2023.

NOW, THEREFORE, be it resolved that the regularly scheduled August 15, 2023 City Council meeting will be held in a hybrid format. Anyone who wishes to speak virtually during the hearing regarding the request must sign-up by 5:00 p.m. on Tuesday, August 15, 2023 by contacting Connie Snyder at csnyd@salisburync.gov or 704-638-5234. Information on accessing the meeting will be available on the City's website at www.salisburync.gov. The meeting can also be viewed on the City's livestream at www.salisburync.gov/webcast or the City's Facebook account.

This 18th day of July, 2023.

CITY COUNCIL OF THE CITY OF SALISBURY,
NORTH CAROLINA

By: Connie B. Snyder, NCCP
City Clerk



PETITION TO CLOSE A STREET OR ALLEY

We the undersigned, being the owners of real property adjoining a street or alley as shown on Tax Map
014 _____, do hereby petition the City Council of Salisbury, North Carolina to
permanently close a street or alley pursuant to the North Carolina General Statutes, Section 160A-299.
The street or alley to be closed can be generally described as follows:

COO

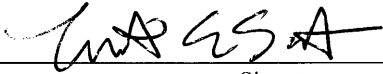
A 40' unopened right of way between the 1500 and 1600 blocks of 2nd Street (A Ave.) as shown in the attached exhibit.

GS 160A-299 may be found on the internet at:

www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter_160A/GS_160A-299.html

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 contain the signatures of all owners of property adjacent to the street or alley.
2. The petition must include a recorded map or preliminary survey showing the portion of street or alley to be closed. Any preliminary survey shall be prepared for recordation after consultation with the City. A tax map is not sufficient.
3. The petition must include a description prepared from a survey or recorded map. A metes and bounds description may be required.
4. The petition must include a filing fee in the amount of \$500.00.
5. If public or private utilities are located in the street or alley, the map and description must provide acceptable easements for the utilities. Any costs associated with preparing the easements will be the responsibility of the petitioner(s).
6. If curb and gutter must be replaced to close the street or alley, the cost of the curb and gutter will be the responsibility of the petitioner(s).
7. It typically takes approximately eight weeks for the closing to become official.

Timothy Safrit		014 196	4/30/23
Printed Name	Signature	Tax Map & Parcel	Date

Heather Sullivan		014 199	4-30-23
Printed Name	Signature	Tax Map & Parcel	Date

Printed Name	Signature	Tax Map & Parcel	Date
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Printed Name	Signature	Tax Map & Parcel	Date
(Attach additional petition forms if needed)			Form Revised 11-01

Contact Person	Lisa Shaver	Telephone Number	704-267-1803
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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: July 18th, 2023

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

Name of Presenter(s): Michael Hanna, Assistant Public Works Director & Jake Sterling, Public Works Division Manger

Requested Agenda Item: Purchase of New Way Automated Sidearm Rotopac 27 yard Garbage truck

Description of Requested Agenda Item: Council to consider approving the purchase of a New Way Automated Sidearm Rotopac Garbage truck in the amount of \$405,410.76. This cost is included in the 2023-2024 Budget.

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 purchase is included in the Fiscal Year 2024 Budget.

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

City Council to consider approving the purchase of New Way Automated Sidearm Rotopac Garbage truck in the amount of \$405,410.76 as listed on the state contract.

Contact Information for Group or Individual: Public Works

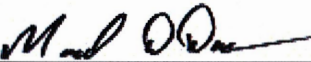
Jake Sterling (704) 638-5265

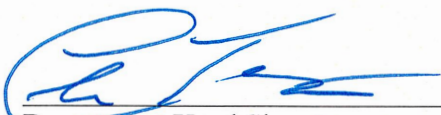
Michael Hanna (704) 216-8028

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature


Budget Manager Signature

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

Salisbury City Council

Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

Name of Group(s) or Individual(s) Making Request: City Manager, Jim Greene Jr.

Name of Presenter(s): Jim Greene, Jr.

Requested Agenda Item: As approved in the annual budget, Council to consider approving an update to job classifications based on department re-organizations and increase Sworn Police Officer pay ranges by 5% for recruitment efforts.

Description of Requested Agenda Item: On June 20, 2023, Council approved the fiscal year 2023-2024 budget which included the new Land and Development Services Department. Engineering and Community Planning have department name changes to Transportation and Planning and Neighborhoods, which have caused titles and classifications to change for the Directors of each department. These changes will not add additional employees or create a need for salary increases as the pay ranges stay the same for both Directors and only the titles and job specifications change. Two other positions as part of this reorganization that need to be added to the classification system are the Assistant Transportation Director and Engineering Manager in Land and Development Services. The Assistant Transportation Director is a reclassification of a vacant position in the Transportation Department and the Engineering Manager was approved as a new position by Council as part of the budget. The grades and ranges for these positions have been reviewed and recommended by Human Resources.

In efforts to assist with Sworn Law Enforcement Officer recruitment and retention, Council approved in the budget, additional funding for Police Department salaries to keep Salisbury competitive with pay. The grades and ranges need to be updated in the classification system to reflect a 5% increase to those pay ranges.

Position Title	Grade	Min-Max Range
Transportation Director	24	\$85,212.63 - \$136,340.00
Planning and Neighborhoods Director	23	\$81,155.03 - \$129,848.26
Assistant Transportation Director	21	\$73,610.10 - \$117,776.16
Engineering Manager	20	\$70,105.30 - \$112,168.07
Police Officer	12P	\$47,449.95 - \$75,919.92
Police Corporal	14P	\$52,313.11 - \$83,701.18
Police Sergeant	16P	\$57,675.63 - \$92,280.80
Police Lieutenant	19P	\$66,766.95 - \$106,827.12
Police Captain	21P	\$73,610.10 - \$117,776.16
Police Chief	26P	\$93,947.41 - \$150,316.06

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)

Salisbury City Council Agenda Item Request Form



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


Council to consider approving an update to job classifications system based on department re-organizations and to assist with recruitment by increasing Sworn Officer pay ranges by 5% and adjusting salary grades for Sworn Officers.

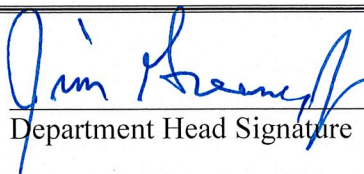
Contact Information for Group or Individual: Jim Greene, Jr., 704-638-5228

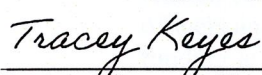
☒ **Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☐ **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:



To: Jim Greene Jr., City Manager

From: Ruth Chaparro Kennerly, Human Resources Director

Date: July 12, 2023

Subject: Police Dept. Recruitment & Retention efforts (Sworn Officers)

After reviewing salaries of other Law Enforcement Agencies similar to the Salisbury Police Department, we found that many departments were making a recommendation for fiscal year 2023-2024 that included increased pay for sworn police officers.

In order to improve our recruitment and retention efforts, the Police Department worked with Human Resources to review several options and recommended increasing pay for current sworn officers and increasing the ranges to help with recruitment of officers. City Council approved the funding as part of the City's budget in June 2023. To aid in recruitment of police officers, the ranges for all sworn police ranks are to increase by 5% and grades adjusted as shown below. Existing sworn officers also received a salary increase. Council will need to approve the new grades and pay ranges for sworn police officers.

Previous Pay Range:

Police Officer	11	\$45,190.48-\$72,305.18
Police Corporal	13	\$49,822.45-\$79,715.51
Police Sergeant	15	\$54,929.12-\$87,886.19
Police Lieutenant	18	\$63,587.87-\$101,741
Police Captain	20	\$71,105.30-\$112,168.07
Police Chief	25	\$89,473.67-\$143,157.47

New Pay Range:

Police Officer	12P	\$47,449.95 - \$75,919.92
Police Corporal	14P	\$52,313.11 - \$83,701.18
Police Sergeant	16P	\$57,675.63 - \$92,280.80
Police Lieutenant	19P	\$66,766.95 - \$106,827.12
Police Captain	21P	\$73,610.10 - \$117,776.16
Police Chief	26P	\$93,947.41 - \$150,316.06

We will continue to review the efforts in our surrounding cities in order to stay competitive and make recommendations as needed.



To: Jim Greene Jr., City Manager

From: Ruth Chaparro Kennerly, Human Resources Director

Date: July 12, 2023

Subject: Reorganization and update of job classification list

The fiscal year 2023-2024 budget was adopted and included the following: the creation of the new Land and Development Services Department and the restructuring of the Engineering and Community Planning Departments. These department reorganizations were recommended by the City Manager to help the City better plan and prepare for growth and increase the focus on transportation and neighborhood issues.

Hannah Jacobson's previous title was the Planning and Community Development Director. With the reorganization, her new title is the Planning and Neighborhoods Director and the City's classification system needs to be updated to reflect the new title of the position. The pay grade and pay range remain the same.

Wendy Brindle's previous title was the Engineering Director. Her new title is Transportation Director. This title change also needs to be approved in the City's classification system. The pay grade and pay range remain the same and job specifications have been updated.

With the leadership of Wendy in the Transportation Department, they have reviewed a current vacant position and have recommended to reclassify the Traffic Engineer to the Assistant Transportation Director. This provides leadership and succession for the new Transportation Department and Council approval of the new Assistant Transportation Director grade and range is needed.

City Council approved as part of the budget a new Engineering Manager position in the Land and Development Services Department. This position will assist in creating a "one-stop-shop" for permitting and will help clarify conflicts in development code as required. Council now needs to approve the salary grade and salary range for the Engineering Manager for our compensation system. This has been reviewed by Human Resources and the departments.

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July

Name of Group(s) or Individual(s) Making Request: Diversity, Equity and Inclusion Department

Name of Presenter(s): Anne Little, Director

Requested Agenda Item: Diversity, Equity and Inclusion Annual Report

The DEI Director will report on the work of the department during the last year and share programming and strategies for the year ahead. This is the third straight year that Council has received a DEI report during their July meeting. A report by WPR Consulting in July 2021 laid the foundation for the creation of the DEI department. The DEI Director's report in July 2022 served to "re-affirm the City of Salisbury's commitment to eliminating wrongful disparities and inequities and celebrated its achievements in doing so" in connection with the January 2019 Resolution of Reconciliation. The DEI department will make its annual report each year during the July meeting.

Description of Requested Agenda Item:

Attachments: ☐ Yes ☒ No

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

Action Requested of Council for Agenda Item: None

Contact Information for Group or Individual: Anne Little, Director

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

Name of Presenter(s): Wendy Brindle, Transportation Director
Phil Conrad, Cabarrus-Rowan MPO

Requested Agenda Item: Resolution endorsing a new project for the Cabarrus-Rowan Metropolitan Planning Organization Local Priority List

Description of Requested Agenda Item:

Every two years, the North Carolina Board of Transportation (BOT) prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding. During this process, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included.

The Draft Western North Carolina (WNC) Passenger Rail Feasibility Study provides conceptual level capital costs, operating costs, and a range of ridership revenue associated with a new intercity passenger service connecting Asheville, NC with the existing state-supported passenger services in Salisbury. Once complete, the Asheville to Salisbury line would operate along the Norfolk Southern AS-Line for about 139 miles (see attachment). In addition, it is anticipated to have approximately 100,000 annual local trips in 2045, and up to 290,000 additional Western North Carolina trips connecting to the Piedmont and Carolinian (in Salisbury).

Conceptual capital costs for the project are \$665 million, with conceptual annual operating costs of \$7.3 to \$10.9 million. If Council approves, staff will submit the project to the MPO at their next regularly scheduled meeting for funding consideration through NCDOT's Strategic Transportation Investments (STI) program. The project will be reviewed and considered for the update of the CRMPO MTIP as well as the 2026 – 2035 STIP. To be a valid submittal, the attached Resolution of Support from City Council is needed.

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)

No current fiscal impact

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

City Council to adopt a Resolution of Support, endorsing the Western NC Rail Corridor as a new project for the Cabarrus-Rowan Metropolitan Planning Organization Priority List

Contact Information for Group or Individual: Wendy Brindle, Transportation Director

wbrin@salisburync.gov
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**

☐ **Declined**

Reason:

**A RESOLUTION ENDORSING A NEW PROJECT FOR WESTERN NORTH CAROLINA RAIL
SERVICE FOR THE
CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION
REGIONAL PRIORITY LIST**

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the next STIP; and

WHEREAS, the Cabarrus-Rowan Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, City of Salisbury is a member jurisdiction of the CRMPO; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all projects, where appropriate, to support alternative means of transportation; and

WHEREAS, City of Salisbury has outlined its transportation and highway project priorities within the CRMPO planning area in the attached application to the MPO;

NOW, THEREFORE, BE IT RESOLVED by City of Salisbury that the Board endorses the following new rail project to be evaluated on the list of projects that will ultimately be considered for the FY 2026-2035 CRMPO MTIP.

- 1 *Western North Carolina (WNC) passenger rail service, operating along the Norfolk Southern AS-Line, for approximately 139 miles between Salisbury and Asheville. This project is anticipated to connect WNC communities with the Piedmont and Carolinian services in Salisbury, providing three round trips per day with approximately 100,000 annual local trips in 2045, and up to 290,000 additional WNC trips connecting to the Piedmont and Carolinian.*

This project will be submitted as a new project to be considered for inclusion in the next update of the CRMPO Metropolitan Transportation Plan (MTP) and MTIP as well as the 2026-2035 STIP.

Upon motion of Council Member _____, the foregoing resolution was adopted this the 18th day of July, 2023.

I, _____, City Clerk, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of said Council at a meeting held on July 18, 2023, as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Council.

WITNESS my hand and the seal of said City, this _____ day of _____, 2023.

City Clerk

Cabarrus-Rowan MPO

Local Highway Priority List Project Request Form

Agency: City of Salisbury

Type of Project: Rail

Location: Western North Carolina Rail Passenger Service between Asheville and Salisbury

Length and Scope: Asheville to Salisbury passenger service, to operate along the Norfolk Southern AS-Line for approximately 139 miles

Right of Way: The Draft Western NC Rail Feasibility Study recommendations include specific construction projects such as installing power turnouts, extensions and/or rehabilitations of sidings, track and bridge upgrades, and upgrades to crossing warning predictors at the highway-railroad at-grade crossings along the corridor, as well as intermediate station stops/needs.

Summary of Need / Benefit of Project: Please see the attached summary of the 2023 Western North Carolina Passenger Rail Feasibility Study (Draft)

Other Information:

- Preliminary Estimate: Capital Costs of \$665 million, and Annual Operating Costs between \$7.3 and \$10.9 million
- Resolution of support included

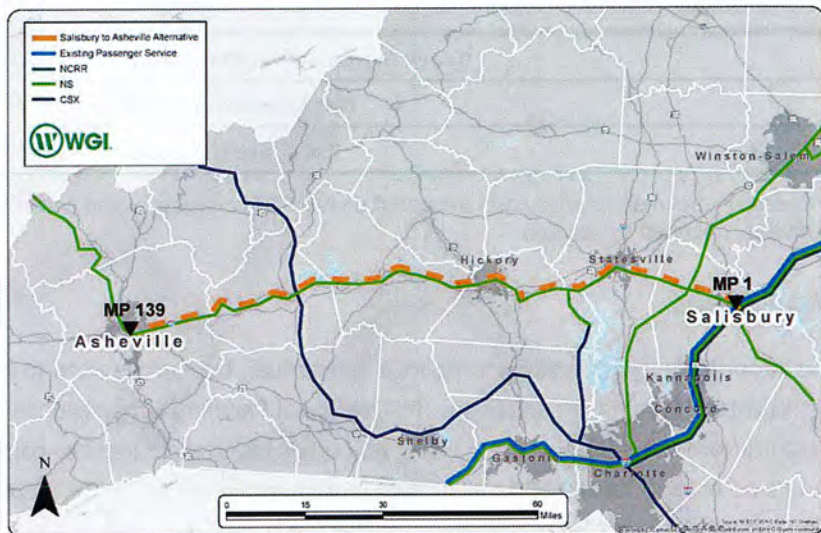
2023 Western North Carolina Passenger Rail Feasibility Study (Draft)

The Western North Carolina (WNC) Passenger Rail Feasibility Study (the study) provides conceptual level capital costs, operating costs, and a range of ridership and revenue associated with a new intercity passenger service connecting Asheville, N.C. with the existing state-supported passenger services in Salisbury, N.C. The Asheville-to-Salisbury service would operate along the Norfolk Southern (NS) AS-Line for approximately 139 miles as shown in Figure 1.

Although passenger rail service has not served western North Carolina for some time, the area itself still attracts millions of visitors each year—many from cities that are currently served by existing state-supported and long-distance intercity passenger rail services. The service described in this study would connect western North Carolina communities with communities between Charlotte, Raleigh, and future connections to the Northeast. Intercity passenger rail service can connect rural, suburban, and urban centers and enhance peoples' access to jobs, healthcare, education, and tourism destinations. Local interest in establishing passenger rail service to western North Carolina has been championed by the Western North Carolina Rail Committee and its predecessor committee for more than 25 years.

Nationwide interest in passenger rail service has increased, in part, due to the passage of the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law), and the Amtrak Connects US Corridor Vision. The Bipartisan Infrastructure Law and related advance appropriations provide historic levels of funding for the Federal Railroad Administration's Federal-State Partnership for Intercity Passenger Rail discretionary grant program. This available funding and significant interest in the project represent a good opportunity to expand passenger rail to western North Carolina. The following document explores the service characteristics, costs, and the necessary next steps to develop the WNC passenger service.

Figure 1. Western North Carolina Rail Corridor



Service Characteristics and Assumptions

- Connects Western North Carolina communities with the *Piedmont* and *Carolinian* services in Salisbury
- Three round trips per day on the corridor
- Travel times range from 3 hours and 25 minutes to 3 hours and 48 minutes (depending on intermediate station stopping patterns)
- Approximately 100,000 annual local trips in 2045
- Up to 290,000 additional Western North Carolina trips connecting to the *Piedmont* and *Carolinian*

Summary of Conceptual Capital Costs

Item Description	Cost (2023 Dollars)
Track Infrastructure, Rail Signals and PTC	\$369M ¹
Stations	\$81M ^{1,2}
Equipment (3 Train Sets)	\$160M ¹
Maintenance Facility	\$55M ¹
Total WNC Capital Costs	\$665M

¹The conceptual costs shown include 10% project administration costs, 10% for engineering, 5% for mobilization, bonds, and insurance, and 35% for contingencies.

²Station costs include those for the Biltmore Village site alternative, Salisbury, and seven intermediate locations. Additional costs associated with the River Arts District are described in the report.

Summary of Conceptual Operating Costs

Item Description	Cost (2023 Dollars)
Track Signal and Maintenance	\$2.3M ¹
Net Operating Costs	\$5M - \$8.6M
Total Annual Costs	\$7.3M - 10.9M

¹Operating and maintenance costs are based on NCDOT's experience and analysis of the *Piedmont* and *Carolinian* services, operated by Amtrak.

Next Steps

The information in this feasibility report is conceptual, but can be used to initiate conversations between NCDOT, Metropolitan Planning Organizations (MPOs), Rural Planning Organizations (RPOs), Norfolk Southern, Amtrak, the Western North Carolina Rail Committee, and other key stakeholders to consider including passenger rail services and its associated station and rail infrastructure improvements. Initial steps that can be taken by local communities include the following:

- MPOs, RPOs, and communities can include the intercity passenger service and potential station locations in their respective comprehensive transportation plans.
- MPOs and RPOs can use the information in this report to submit the project to NCDOT's Strategic Transportation Investments (STI) prioritization process for funding consideration. The next STI submission window opens in July 2023.

NCDOT has submitted this corridor for consideration by the Federal Railroad Administration (FRA) for its Corridor Identification and Development Program (CID). If selected, the program will provide funding to develop a service development plan and prepare environmental documentation for the project. The service development plan will include freight railroad coordination and more detailed discussions on passenger rail operations. The Federal Railroad Administration (FRA) is anticipated to notify NCDOT on the Corridor Identification and Development Program (CID) in the fall of 2023. NCDOT will notify communities, railroads and other stakeholders once FRA's selections are known.

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

Name of Presenter(s): Wendy Brindle, Transportation Director

Requested Agenda Item: Council to Consider a Request for an Easement Adjacent to 124 East Innes Street

Description of Requested Agenda Item:

Bogle Architecture has contacted the City of Salisbury on behalf of Mikey Wetzel, the owner of 124 East Innes Street, in regards to renovation of the building to include apartments. The property is adjacent to the Central City Parking Lot, and the wall adjacent to this lot has only three existing windows on an upper story. In order to add openings in this wall, the NC Building Code requires that access to a permanent public way be in place. The definition of a "public way" in the NC Building Code is "A street, alley, or other parcel of land open to the outside air leading to a street, that has been deeded, dedicated or otherwise permanently appropriated to the public for public use and which has a clear width and height of not less than 10 feet."

Although the parcel adjacent to the building is owned by the City and contains a portion of the Central City Parking Lot, it is not permanently appropriated for public use. Therefore, the owner is requesting a 10' permanent easement adjacent to the building as means of permanent pedestrian access. The easement would allow the proposed openings in the side of the building as shown on the attached drawing.

The 10' easement would not hinder the current use of the parcel for the parking lot area. However, if use of the parking lot changed in the future, the 10' easement would remain. If Council approves the request, staff will work with the City Attorney and the owner to develop the appropriate language for the easement.

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)*

Staff recommends Council approve a 10' permanent easement for pedestrian ingress/egress

Contact Information for Group or Individual:

Wendy Brindle, Transportation Director, 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 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**

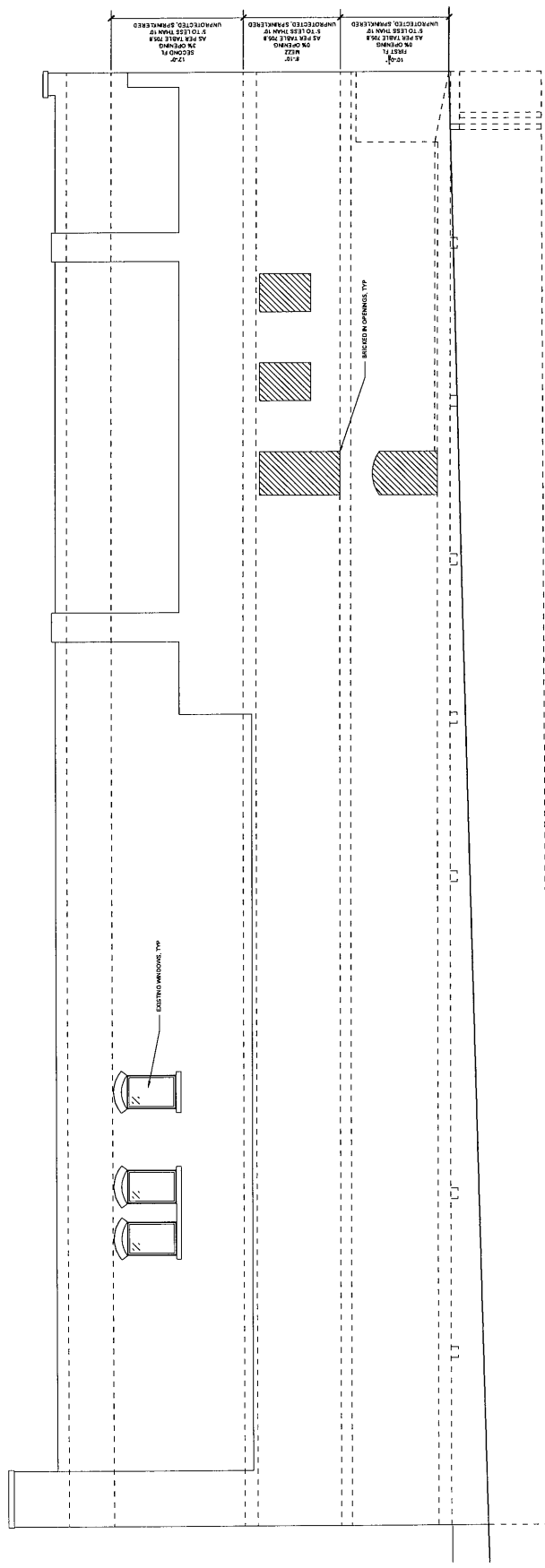
☐ **Declined**

Reason:

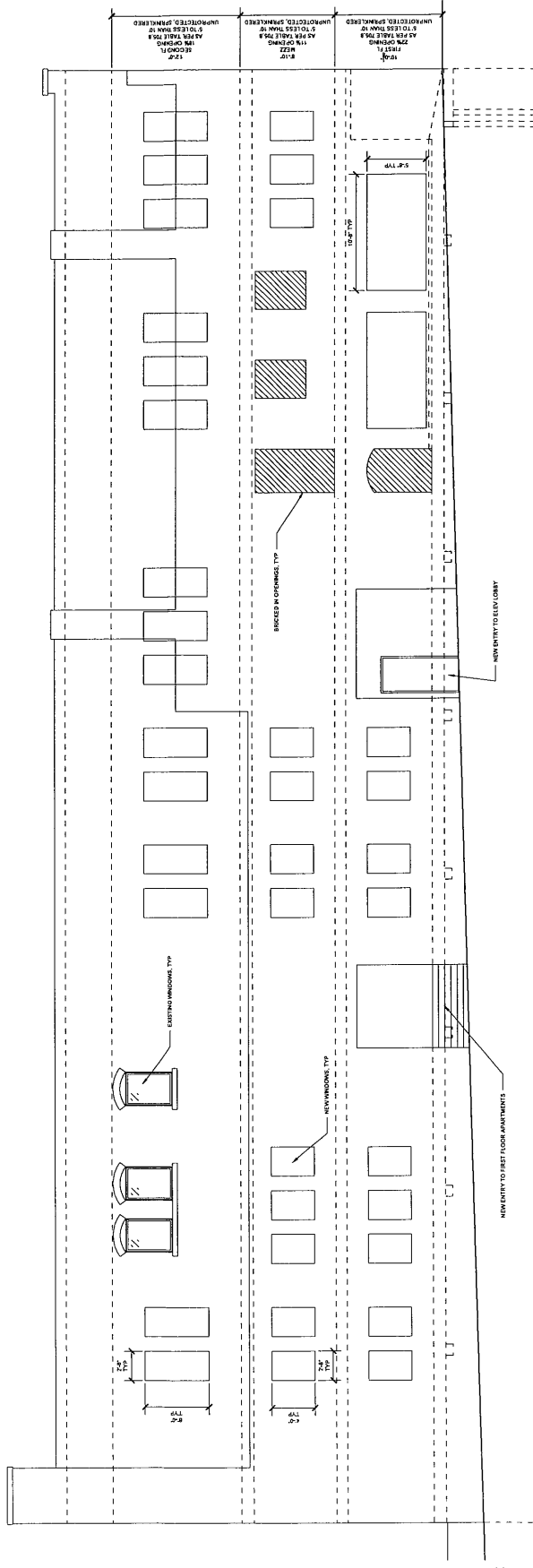
EXTERIOR
ELEVATION

MIXED-USE
DEVELOPMENT
124 E INNES ST
SALISBURY NC

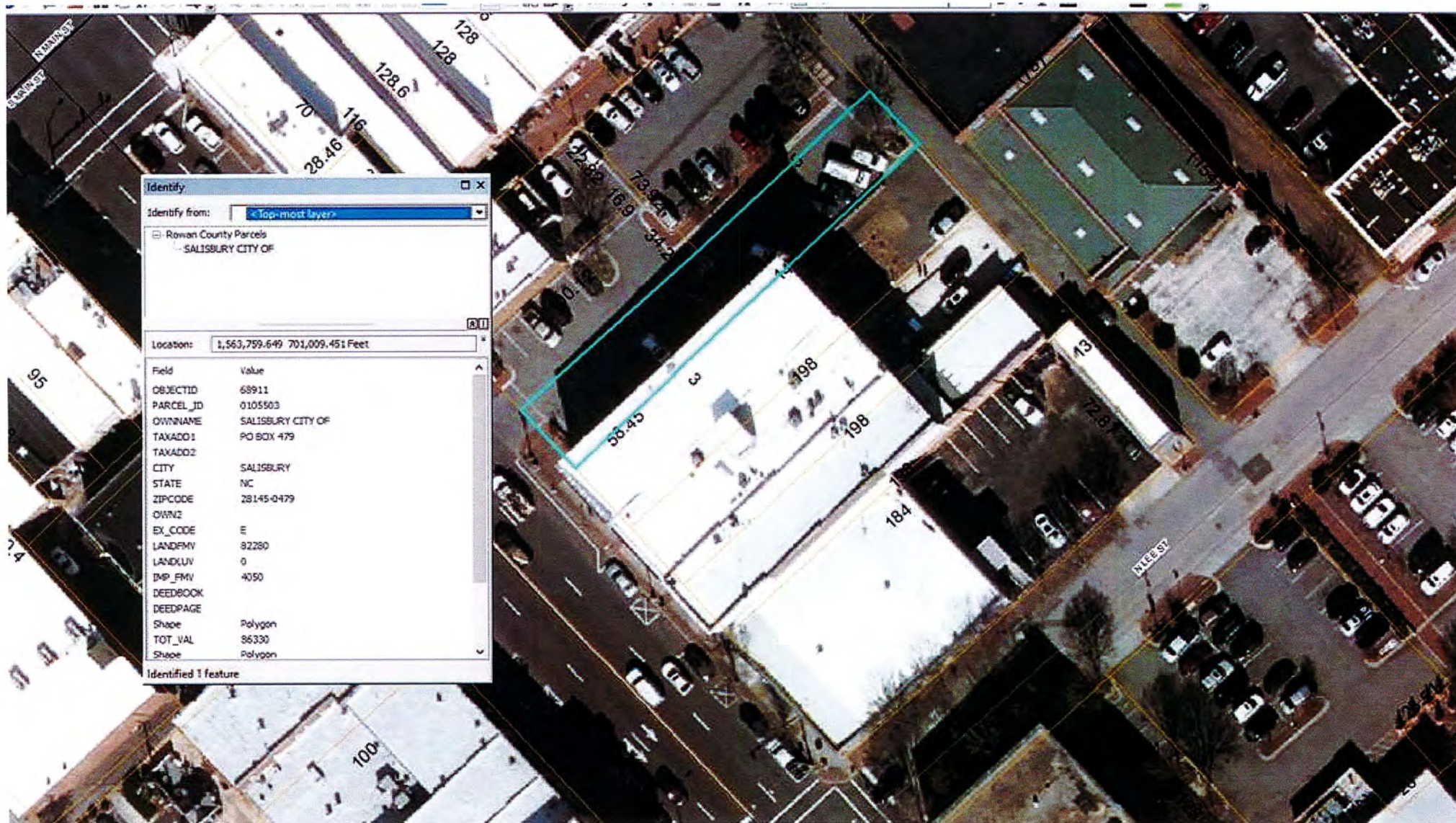
DRAWN BY: EGI
CHECKED BY: DMS
DATE: 070323
PROJECT #: .
SHEET NUMBER A1 OF: 1



A 1-01 EXISTING PARKING LOT ELEVATION



A2-02 PROPOSED PARKING LOT ELEVATION





Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

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

Name of Presenter(s): City Attorney Graham Corriher

Requested Agenda Item: Council to consider entering into funding agreements for allocation of special project funds.

Description of Requested Agenda Item: Funding agreements have been established for special project funds allocated to the Rowan Economic Development Council, Salisbury Community Development Corporation, Rufty-Holmes Senior Center, Horizons Unlimited and Rowan Arts Council. Following approval, funds for these special project non-profits will be paid on a quarterly basis.

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: Council to consider entering into funding agreements for the allocation of special project funds.

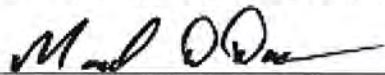
. Please note if item includes an ordinance, resolution or petition)

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


Budget Manager Signature


Department Head Signature

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



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

March 13, 2023

The Honorable Karen Alexander
Mayor of the City of Salisbury
via email: Kelly Baker, Administrative Services Director kbake@salisburync.gov
PO Box 479
Salisbury, NC 28145

Re: Funding Request of the Economic Development Commission for Fiscal Year 2023-24

Dear Mayor Alexander,

On behalf of the Rowan EDC, I'd like to thank you and your fellow members of the Salisbury City Council for your outstanding support of our organization. We have been able to accomplish much in moving the economy of Salisbury forward with the support provided by your body and its two appointees to our board.

We would like to continue those efforts to bring greater prosperity to all residents of Salisbury and so are respectfully requesting that you appropriate \$120,000 to this effort for FY-2023-24. This represents a 5.2% increase over the current funding level.

The EDC has not received or asked for an increase in funding from the City since 2017. Since that time inflation has risen 22.1% eating into our ability to stay competitive. On a positive note though, the total taxable value of property in Salisbury has risen 13.4% since that time. Our other local municipal partners base their annual investment on these values and since 2017, their financial participation in the EDC has grown by 25.1%.

Your past support of the Rowan EDC has yielded a positive return on investment. In 2022, we announced more than \$600 million of new investment and 2,884 jobs in Rowan County. Since 2017, we have helped add 5,382 jobs and nearly a billion dollars of new investment to our local economy.

We have also seen an unprecedented level of demand from developers interested in our market and have worked with several doing projects in Salisbury. With new product coming to market and continued strong interest from companies looking to expand or relocate, we expect a high level of new investment and job creation over the next several months.

We are currently in the fourth year of our five-year Forward Rowan campaign. That campaign raised an additional \$250,000 per year from the private sector which has helped us to add much needed staff and programing to carry out our economic growth efforts. This has also diversified our funding streams, reduced our reliance on government funding and brought an important stakeholder to the effort that had been previously missing. This newly formed public-private partnership has had a positive impact on reducing poverty, increasing prosperity and improving the quality of life in Rowan County.

We hope that you agree that your investment in our organization is worthy of your continued support. We would be happy to answer any questions and go into greater detail about our activities and programs. We look forward to continuing to work with you to bring economic growth and prosperity to Salisbury and all of Rowan County.

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Crider".

Rod Crider
President & CEO

cc: Jim Greene, City Manager

FUNDING AGREEMENT

This funding agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "**City**"), and **Rowan Economic Development Council**, a joint economic development commission created pursuant to Chapter 158 of the North Carolina General Statutes (the "**EDC**") (collectively, the "Parties").

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

1. Acknowledgments.

- a. The EDC has requested funding from the City to carry out one or more of its programs.
- b. The City has reviewed the EDC's request for funding and has determined that funding the program(s) in the amount set forth in this Agreement serves a public purpose and is in the best interest of the citizens of the City.
- c. The Parties desire to enter into this Agreement to memorialize their understanding related to the funding and the programming.

2. Obligations of EDC.

- a. Services. Under this Agreement, the EDC shall perform economic development work for the City as more particularly set forth in the EDC's request letter to the City dated March 13, 2023, which is attached and incorporated into this Agreement by reference (the "Services"). EDC shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Agreement.
- b. Annual report and inspection. The EDC shall provide to the City an annual written report of all Services performed pursuant to this Agreement. At the request of the City, the EDC shall make an oral presentation to the City Manager or to the City Council on the Services performed pursuant to this Agreement. In addition, the City reserves the right to inspect the Services performed under this Agreement at reasonable times and with reasonable frequency.
- c. Qualifications of EDC. EDC, and all agents or employees of EDC who will provide services under this Agreement, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified agencies of the same or similar services.
- d. Records Maintenance. EDC shall maintain written documentation of any services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

3. Obligations of the City.

- a. Funding. The City agrees to fund EDC in the amount of **\$114,088.00** ("Funding Amount") as set forth in this paragraph. Agency acknowledges and accepts that the Funding amount may be less than the funding requested.
 - b. Terms and Method of Payment. The City will make quarterly payments representing one-fourth (1/4 or 25%) of the total Funding Amount after the City receives necessary documentation from the EDC. In the discretion of the City, the EDC shall submit copies of paid invoices, receipts, or other documentation reasonably required by the City prior to receiving any payment.
4. Term. The Services will be provided from the date this Agreement is entered into until June 30, 2024, unless sooner terminated as herein provided.
5. Termination. If the EDC fails to perform its obligations under this Agreement or if the EDC violates any provision of this Agreement, the City may immediately terminate this Agreement by giving written notice of termination to the EDC. The EDC shall refund to the City on a prorated basis any payment made prior to termination. In addition, the City may terminate this Agreement at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to the EDC prior to the date of termination. In the event of termination, all finished or unfinished documents and other materials produced by EDC pursuant to this Agreement shall, at the request of the City, be turned over to it and become its property.
6. Agreement Funding. It is understood and agreed between EDC and the City that the City's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.
7. Taxes. EDC shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Agreement.
8. Monitoring and Auditing. EDC shall cooperate with the City, or with any other person or EDC as directed by the City, in monitoring, auditing, or investigating activities related to this Agreement. EDC shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. EDC shall provide auditors retained by the City with access to any records and files related to the provision of services under this Agreement. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of EDC accessed during an audit conducted under this Agreement.
9. Compliance with Applicable Laws. EDC shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, EDC represents that it is authorized by federal law to work in the United States. EDC represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for

employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. EDC is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

10. Indemnification. To the maximum extent allowed by law, EDC shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by EDC or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
11. Relationship of Parties. EDC shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of EDC be construed as an employee, agent, or principal of the City.
12. Restricted Companies List. EDC represents that as of the date of this Agreement, EDC is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. EDC also represents that as of the date of this Agreement, EDC is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
13. Nondiscrimination. By signing this Agreement, EDC, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The EDC further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, EDC further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Agreement. This provision shall be binding on the successors and assigns of the EDC with reference to the subject matter of this Agreement.
14. Conflicts of interest. By signing this Agreement, the Parties acknowledge that they are in compliance with their own Conflicts of Interest policies and with other applicable law related to conflicts of interest, including but not limited to G.S. § 14-234.3.

15. No assignment. EDC shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
16. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
17. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
18. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
19. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
20. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
21. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of EDC have authority to do so as an official, binding act of EDC.

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

CITY OF SALISBURY

**ROWAN ECONOMIC
DEVELOPMENT COUNCIL**

BY: _____

TITLE: _____

DATE: _____

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

FUNDING AGREEMENT

This funding agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "City"), and **Salisbury Community Development Corporation** (the "Agency") (collectively, the "Parties").

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

1. Acknowledgments.

- a. The Agency has requested funding from the City to carry out one or more of its programs.
- b. The City has reviewed the Agency's request for funding and has determined that funding the program(s) in the amount set forth in this Agreement serves a public purpose and is in the best interest of the citizens of the City.
- c. The Parties desire to enter into this Agreement to memorialize their understanding related to the funding and the programming.

2. Obligations of Agency.

- a. Services. Under this Agreement, the Agency shall perform the following neighborhood revitalization work in areas identified by the City and for residents or properties meeting the criteria established by the Agency and the City (the "Services"). Agency shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Agreement.
- b. Annual report and inspection. The Agency shall provide to the City an annual written report of all Services performed pursuant to this Agreement. At the request of the City, the Agency shall make an oral presentation to the City Manager or to the City Council on the Services performed pursuant to this Agreement. In addition, the City reserves the right to inspect the Services performed under this Agreement at reasonable times and with reasonable frequency.
- c. Qualifications of Agency. Agency, and all agents or employees of Agency who will provide services under this Agreement, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified agencies of the same or similar services.
- d. Records Maintenance. Agency shall maintain written documentation of any services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

3. Obligations of the City.

- a. Funding. The City agrees to fund Agency in the amount of **\$77,500.00** ("Funding Amount") in accordance with this paragraph. The Funding Amount represents the following: **\$25,000.00** as salary support for employees performing work for the Agency for the benefit of the City ("Salary Support"); and **\$52,500.00** for administrative fees related to neighborhood revitalization ("Administrative Fees"). Agency acknowledges and accepts that the Funding amount may be less than the funding requested.
 - b. Terms and Method of Payment.
 - i. Salary Support. The City will make quarterly payments representing one-fourth (1/4 or 25%) of the total Salary Support after the City receives necessary documentation from the Agency. In the discretion of the City, the Agency shall submit copies of paid invoices, receipts, or other documentation reasonably required by the City prior to receiving any payment.
 - ii. Administrative Fees. From the Administrative Fees portion of the Funding Amount, the City agrees to pay, upon receipt of an invoice or other documentation reasonably requested by the City, fifteen percent (15%) as administrative fees for neighborhood revitalization work performed on behalf of the City. In no event shall the total amount of Administrative Fees paid pursuant to this Agreement exceed \$52,500.00.
4. Term. The Services will be provided from the date this Agreement is entered into until June 30, 2024, unless sooner terminated as herein provided.
5. Termination. If the Agency fails to perform its obligations under this Agreement or if the Agency violates any provision of this Agreement, the City may immediately terminate this Agreement by giving written notice of termination to the Agency. The agency shall refund to the City on a prorated basis any payment made prior to termination. In addition, the City may terminate this Agreement at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to the Agency prior to the date of termination. In the event of termination, all finished or unfinished documents and other materials produced by Agency pursuant to this Agreement shall, at the request of the City, be turned over to it and become its property.
6. Agreement Funding. It is understood and agreed between Agency and the City that the City's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.
7. Taxes. Agency shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Agreement.

8. Monitoring and Auditing. Agency shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Agreement. Agency shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. Agency shall provide auditors retained by the City with access to any records and files related to the provision of services under this Agreement. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Agency accessed during an audit conducted under this Agreement.
9. Compliance with Applicable Laws. Agency shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Agency represents that it is authorized by federal law to work in the United States. Agency represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Agency is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
10. Indemnification. To the maximum extent allowed by law, Agency shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Agency or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
11. Relationship of Parties. Agency shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Agency be construed as an employee, agent, or principal of the City.
12. Restricted Companies List. Agency represents that as of the date of this Agreement, Agency is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Agency also represents that as of the date of this Agreement, Agency is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
13. Nondiscrimination. By signing this Agreement, Agency, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are

otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Agency further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Agency further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Agreement. This provision shall be binding on the successors and assigns of the Agency with reference to the subject matter of this Agreement.

14. Conflicts of interest. By signing this Agreement, the Parties acknowledge that they are in compliance with their own Conflicts of Interest policies and with other applicable law related to conflicts of interest, including but not limited to G.S. § 14-234.3.
15. No assignment. Agency shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
16. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
17. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
18. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
19. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
20. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
21. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Agency have authority to do so as an official, binding act of Agency.

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

CITY OF SALISBURY

**SALISBURY COMMUNITY
DEVELOPMENT CORPORATION**

BY: _____
TITLE: _____
DATE: _____

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

RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org

1120 S. MLK Jr. Ave, Salisbury, NC

704-216-7714

March 17, 2023

Jim Greene, Salisbury City Manager
City of Salisbury
Salisbury, NC

Dear Mr. Greene and Salisbury City Council members,

Thank you for the opportunity to submit a request for FY 2023-2024 funding to enable RHSC to provide services to the citizens of Salisbury. We appreciate Salisbury Council and staff working with RHSC to assist older adults with resources to age in place with healthy living options.

Thank you for annual funding of \$63,000. We respectfully ask for an increase in support of \$5,000, for a total of \$68,000 in Salisbury City allocations for the fiscal year 2023-2024. Funding supplements many fitness and wellness programs for Older Citizens. Additional services include transportation to medical appointments, assistance with minor home repairs and utility assistance, family caregiver financial support, and accesses to services and resources of Tax assistance, Medicare Insurance Counseling, Legal aid, nutrition assistance and socialization to reduce isolation and loneliness.

The older adult population of Salisbury and Rowan County continues to grow rapidly. RHSC is providing services to 1,550+ Salisbury Older Adults, with usage increasing with the ease of the pandemic. RHSC partners with the city departments of Parks and Recreation, Transit, and the Customer Service Center to coordinate services and assistance to benefit our City's Older Citizens, helping them to Age in Place.

For 35 years, RHSC's partnership with the City of Salisbury has provided needed programs and services for older adults. Our Center's Board and Staff work to leverage other public and private support to operate senior programs on behalf of the City of Salisbury. For reference, the City funded RHSC at \$58,000 from 2006-2017 and increased the amount to \$63,000 in 2017.

Attached is a copy of our current budget, most recent Audit and Annual Report. Should you require additional information, please let me know. Thank you for your consideration of this request.

With Optimism,



Nan Buehrer
Executive Director

Accredited by 
National Institute of
Senior Centers

"Adding Life to Years"
Health & Wellness, Lifelong Learning
Civic and Social Engagement



RUFTY-HOLMES SENIOR CENTER

Serving Rowan County, NC Older Adults

"Adding Life to Years"

Health & Wellness, Lifelong Learning, Social Engagement

Operating Budget FY 2022-2023

Approved at 7-27-2022 Bd of Directors Meeting

2022-23 Budget

INCOME

Program Fees/Revenue	65,000
Consumer Contributions	25,000
Small Grants	44,078
Family Caregiver Grant	58,558
Fed Funding (Sup 5, ARPA)	33,000
City of Salisbury	63,000
Rowan County Grant match & Appropriation	284,419
Local Municipalities/Bus Mktg	5,000
Annual Fund Donations	50,000
State SC Grant	10,500
HCCBG Funds	425,765
Total Income	\$1,064,320

EXPENSE

Financial Accounts Fees	600
FCSP Program Expense	47,458
CARS Program Expense	3,000
Program Expense - Other	91,063
Catering Contract	180,000
Salaries & Wages	509,556
Employee Retirement Plan	6,493
Payroll Expenses	37,600
Employee Health Insurance	42,000
Training and conferences	1,500
Worker's Comp	3,700
Utilities	33,000
Telephone/Technology	10,000
Lunch Club Utility Subsidies	20,000
Maintenance Supplies	5,000
Maintenance/Repairs	21,000
Prop/Liab Insurance	20,020
Postage	1,500
Office Expense	2,500
Travel	3,580
Advertising	3,000
Legal & Professional	20,000
Association Dues	1,750
Total Expense	1,064,320

Small Grants Line includes:

United Way, SHIIP, MIPPA, NC HPDP, Salisbury Rowan Comm. Fdn, Novant, Others

FUNDING AGREEMENT

This funding agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "**City**"), and **Ruffy-Holmes Senior Center, Inc.** (the "**Agency**") (collectively, the "Parties").

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

1. Acknowledgments.

- a. The Agency has requested funding from the City to carry out one or more of its programs.
- b. The City has reviewed the Agency's request for funding and has determined that funding the program(s) in the amount set forth in this Agreement serves a public purpose and is in the best interest of the citizens of the City.
- c. The Parties desire to enter into this Agreement to memorialize their understanding related to the funding and the programming.

2. Obligations of Agency.

- a. Services. Under this Agreement, the Agency shall perform the following programming: services to older citizens, including but not limited to, fitness and wellness programming, transportation to medical appointments, assistance with minor home repairs and utility assistance, family caregiver financial support, access to services and resources of Tax-aide, Medicare insurance counseling, legal aid, nutrition assistance, and socialization to reduce isolation and loneliness, as more particularly set forth in the Agency's request letter to the City dated March 17, 2023, which is attached and incorporated into this Agreement by reference (the "Services"). Agency shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Agreement.
- b. Annual report and inspection. The Agency shall provide to the City an annual written report of all Services performed pursuant to this Agreement. At the request of the City, the Agency shall make an oral presentation to the City Manager or to the City Council on the Services performed pursuant to this Agreement. In addition, the City reserves the right to inspect the Services performed under this Agreement at reasonable times and with reasonable frequency.
- c. Qualifications of Agency. Agency, and all agents or employees of Agency who will provide services under this Agreement, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified agencies of the same or similar services.

- d. Records Maintenance. Agency shall maintain written documentation of any services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.
3. Obligations of the City.
 - a. Funding. The City agrees to fund Agency in the amount of **\$63,000.00** ("Funding Amount") in accordance with this paragraph. Agency acknowledges and accepts that the Funding amount may be less than the funding requested.
 - b. Terms and Method of Payment. The City will make quarterly payments representing one-fourth (1/4 or 25%) of the total Funding Amount after the City receives necessary documentation from the. In the discretion of the City, the Agency shall submit copies of paid invoices, receipts, or other documentation reasonably required by the City prior to receiving any payment.
4. Term. The Services will be provided from the date this Agreement is entered into until June 30, 2024, unless sooner terminated as herein provided.
5. Termination. If the Agency fails to perform its obligations under this Agreement or if the Agency violates any provision of this Agreement, the City may immediately terminate this Agreement by giving written notice of termination to the Agency. The agency shall refund to the City on a prorated basis any payment made prior to termination. In addition, the City may terminate this Agreement at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to the Agency prior to the date of termination. In the event of termination, all finished or unfinished documents and other materials produced by Agency pursuant to this Agreement shall, at the request of the City, be turned over to it and become its property.
6. Agreement Funding. It is understood and agreed between Agency and the City that the City's payment obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.
7. Taxes. Agency shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Agreement.
8. Monitoring and Auditing. Agency shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Agreement. Agency shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. Agency shall provide auditors retained by the City with access to any records and files related to the provision of services under this Agreement. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Agency accessed during an audit conducted under this Agreement.
9. Compliance with Applicable Laws. Agency shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Agency represents that it is authorized by federal law to work in the United States. Agency

represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Agency is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

10. Indemnification. To the maximum extent allowed by law, Agency shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Agency or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
11. Relationship of Parties. Agency shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Agency be construed as an employee, agent, or principal of the City.
12. Restricted Companies List. Agency represents that as of the date of this Agreement, Agency is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Agency also represents that as of the date of this Agreement, Agency is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
13. Nondiscrimination. By signing this Agreement, Agency, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Agency further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Agency further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Agreement. This provision shall be binding on the successors and assigns of the Agency with reference to the subject matter of this Agreement.

14. Conflicts of interest. By signing this Agreement, the Parties acknowledge that they are in compliance with their own Conflicts of Interest policies and with other applicable law related to conflicts of interest, including but not limited to G.S. § 14-234.3.
15. No assignment. Agency shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
16. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
17. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
18. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
19. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
20. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
21. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Agency have authority to do so as an official, binding act of Agency.

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

CITY OF SALISBURY

**RUFTY-HOLMES SENIOR
CENTER, INC.**

BY: _____

TITLE: _____

DATE: _____

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



2023-2024 FUNDING REQUEST

SUBMITTED BY: ELISE TELLEZ,
DIRECTOR OF SCIENCE CURRICULUM
& HORIZONS UNLIMITED

Mission and Overview

Horizons Unlimited is a science center a part of the Rowan-Salisbury School System that provides hands-on field trips that drive student engagement and professional development to support innovative science instruction from the field to the classroom.

Our program has served the citizens of Salisbury and Rowan County for over 50 years with educational programming for all ages. Our family-friendly public events provide a space where exploration, creativity, and innovation are fostered.

We are grateful to the City of Salisbury for the decades of support of experiential science education. Together we are building a future community full of curious minds that are interested in science while supporting the pipeline to STEM careers.

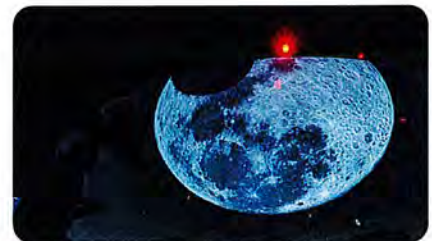
Horizons Unlimited is now the science curriculum department hub for RSS and is able to provide new levels of support for teachers and outsource resources for our students to use in classrooms.

We are poised to be a regional leader in science education.



2022-2023 HIGHLIGHTS

The 2022-2023 program year was centered around student and community engagement. Through your support, we have been able to boldly focus on our strategic goals tied to science engagement in and out of the classroom. We have reached an incredible number of students and community members this year and even had schools on a waitlist this spring. We look forward to continuing to build off of this excitement and momentum around hands-on science in Salisbury. Our top 5 highlights of this year are as follows:



- Brand new hands-on science Programming Guide was debuted this school year for Elementary - Middle school
- Increased community engagement with events and planetarium shows
- New Digitalis planetarium software is being installed this spring. This custom, computer-controlled system allows for live and interactive shows for all ages and will be able to integrate 360 full-dome content into our lessons and public shows. We now have access to a library of celestial objects and the ability to zoom in and fly over all the planets of our solar system. This digital star field can work with and augment our optomechanical system for a truly out-of-this-world experience.
- Updates to our live educational animal collection exhibits
- Began the process of reviewing exhibits and re-design with a consultant for much-needed updates

FOCUS AREAS FOR 2023-2024

Our focus in the year ahead is to build off of this year's momentum, finetune, and grow to meet the community's demand for our programming. Our top 5 priorities are as follows:

- Create a system for collecting feedback from students, teachers, and the community on their experience
- Expand community events and program offerings for more options and grade levels
- Support the roll-out of the new NC Science Standards
- Continue to review exhibits and plan for needed updates
- Trail updates and develop a long-term management plan



FUNDING REQUEST FOR 2023-2024

Your investment in the experiential learning landscape for the people of Salisbury will pay dividends for generations to come. We are confident that this support will be investing in the sustainability of our facility. As a key partner of Horizons Unlimited, this funding is vital to jumpstarting the next generation of science learners.

On behalf of Horizons Unlimited, I respectfully request \$50,000 in support for the following:

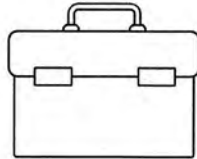
- New educational programming development and materials: \$15,000. This funding will allow us to serve more grade levels and provide more options.
- Trail Maintenance to address trail safety and flood zones: \$15,000. This seed money allows us to plan for a major renovation of our entire 40-acre natural area.
- Support for public openings to engage families in science and the outdoors: \$5,000. Our public openings are low cost and we want to keep these high quality and accessible to all city residents.
- Exhibit updates indoors and outdoors: \$20,000. This initial investment in our building gives our students and residents some permanent, interactive exhibits that allow for free exploration time in our spaces.

Total request: \$50,000

BY THE NUMBERS



**8,212 students
reached with our
programming**



**900 students
used our
rentable
science kits**



**1,200 community
members
reached through
events**



**1,844
squid &
crayfish
dissections**



**2,334 students
explored the
universe from our
planetarium**



**807 students
explored our
nature trail**



FUNDING AGREEMENT

This funding agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "**City**"), and **Horizons Unlimited**, a department of the **Rowan-Salisbury Board of Education**, a body politic and corporate (the "**Agency**") (collectively, the "**Parties**").

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

1. Acknowledgments.

- a. The Agency has requested funding from the City to carry out one or more of its programs.
- b. The City has reviewed the Agency's request for funding and has determined that funding the program(s) in the amount set forth in this Agreement serves a public purpose and is in the best interest of the citizens of the City.
- c. The Parties desire to enter into this Agreement to memorialize their understanding related to the funding and the programming.

2. Obligations of Agency.

- a. Services. Under this Agreement, the Agency shall perform the following programming: science education programming for students of the Rowan-Salisbury School System at the Horizons Unlimited facility in Salisbury, as more particularly set forth in the Agency's *2023-2024 Funding Request* to the City, which is attached incorporated into this Agreement by reference (the "**Services**"). Agency shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Agreement.
- b. Annual report and inspection. The Agency shall provide to the City an annual written report of all Services performed pursuant to this Agreement. At the request of the City, the Agency shall make an oral presentation to the City Manager or to the City Council on the Services performed pursuant to this Agreement. In addition, the City reserves the right to inspect the Services performed under this Agreement at reasonable times and with reasonable frequency.
- c. Qualifications of Agency. Agency, and all agents or employees of Agency who will provide services under this Agreement, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified agencies of the same or similar services.

- d. Records Maintenance. Agency shall maintain written documentation of any services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.
3. Obligations of the City.
 - a. Funding. The City agrees to fund Agency in the amount of **\$40,000.00** ("Funding Amount") as set forth in this paragraph. Agency acknowledges and accepts that the Funding amount may be less than the funding requested.
 - b. Terms and Method of Payment. The City will make quarterly payments representing one-fourth (1/4 or 25%) of the total Funding Amount after the City receives necessary documentation from the Agency. In the discretion of the City, the Agency shall submit copies of paid invoices, receipts, or other documentation reasonably required by the City prior to receiving any payment.
4. Term. The Services will be provided from the date this Agreement is entered into until June 30, 2024, unless sooner terminated as herein provided.
5. Termination. If the Agency fails to perform its obligations under this Agreement or if the Agency violates any provision of this Agreement, the City may immediately terminate this Agreement by giving written notice of termination to the Agency. The agency shall refund to the City on a prorated basis any payment made prior to termination. In addition, the City may terminate this Agreement at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to the Agency prior to the date of termination. In the event of termination, all finished or unfinished documents and other materials produced by Agency pursuant to this Agreement shall, at the request of the City, be turned over to it and become its property.
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represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Agency is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

10. Relationship of Parties. Agency shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Agency be construed as an employee, agent, or principal of the City.
11. Restricted Companies List. Agency represents that as of the date of this Agreement, Agency is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Agency also represents that as of the date of this Agreement, Agency is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
12. Nondiscrimination. By signing this Agreement, Agency, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Agency further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Agency further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Agreement. This provision shall be binding on the successors and assigns of the Agency with reference to the subject matter of this Agreement.
13. Conflicts of interest. By signing this Agreement, the Parties acknowledge that they are in compliance with their own Conflicts of Interest policies and with other applicable law related to conflicts of interest, including but not limited to G.S. § 14-234.3.
14. No assignment. Agency shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
15. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.

16. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
17. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
18. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
19. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
20. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Agency have authority to do so as an official, binding act of Agency.

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

CITY OF SALISBURY

**ROWAN-SALISBURY BOARD
OF EDUCATION**

BY: _____
TITLE: _____
DATE: _____

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



Rowan Arts Council
Salisbury, NC

Be an original.

March 15, 2023

City of Salisbury
PO Box 479
Salisbury, NC 28145

Dear Salisbury City Council:

On behalf of the arts organizations in Rowan County, the Rowan Arts Council (RAC) respectfully requests \$60,000 for the fiscal year 2023-24; the funding request is to be equally divided between Waterworks, Piedmont Players, Salisbury Symphony, Lee Street Theater, and the Rowan Arts Council. The RAC and the arts organizations that depend on this funding are more than appreciative of the continued support from the City of Salisbury. The Rowan Arts Council would like to thank you for your gracious support of the Rowan Arts Council over the years.

The city funding directly supports Piedmont Players, Waterworks, the Salisbury Symphony, and Lee Street. Each of these organizations receives 20% of the City funds. They all continue to achieve great success for the community through Arts and Culture and the additional resources will directly support their efforts.

One of the most important missions of the Rowan Arts Council is to enhance arts and cultural education for children of all ages. Some of the local educational programs include Piedmont Players' youth theatre camps and children's theatre productions, Salisbury Rowan Symphony Afterschool Strings program, and Waterworks' children's art classes and summer art camps. Without the continued offering of these programs, our school children would be deprived of certain quality arts programming.

In FY 2023-24, City funding will continue to support arts and education through Piedmont Players, Salisbury-Rowan Symphony, and Waterworks Visual Arts Center. City funds support the ability for school children to attend these facilities for arts education programming and field trips.

The City of Salisbury's recognition and continued support of the Rowan Arts Council allows for Rowan County to participate in the North Carolina Grassroots Grants Program. The Grassroots Grants is a program through the North Carolina Department of Cultural Resources that designates state funding to Designated County Partners in North Carolina. The Rowan Arts Council serves as Rowan County's Designated Partner.

In 2022-23, the City's support allowed the Arts Council to apply for and receive a NC Grassroots Grant in the amount \$50,164 from the State of North Carolina. The Arts Council utilized the state funds to awarded \$43,500 in grants to 7 local arts groups in Rowan County, including the Salisbury Sculpture Show. The State funds were utilized to support programming that reached over 50,000 people in 2022-23 and 30% of State funds were awarded to multicultural artist, organizations and/or programs.

To increase capacity, scope, and efficiencies the Rowan Arts Council (RAC) entered into a strategic alliance in 2011 with the Rowan County Tourism Development Authority (TDA). The alliance allows RAC to utilize marketing, administrative and community networks associated with the TDA. Such an alliance fosters a more vibrant arts and cultural environment, which not only support arts related entities, citizens of Salisbury and educational programs, but serves as a tool for economic and tourism development. Additionally, this alliance allows City funding to directly reach arts and culture groups and programs in Salisbury as opposed to being used for overhead and operations.

The RAC Board understands that public funds must be allocated with the common good in mind and we believe that continued support of the Rowan Arts Council is a solid investment in the City of Salisbury and Rowan County.

Very truly yours,

Anne Scott Clement
Board Chair,
Rowan Arts Council

James Meacham
CEO,
RCTDA

FUNDING AGREEMENT

This funding agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "**City**"), and **Rowan Arts Council, Inc.** (the "**Agency**") (collectively, the "Parties").

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

1. Acknowledgments.

- a. The Agency has requested funding from the City to carry out one or more of its programs.
- b. The City has reviewed the Agency's request for funding and has determined that funding the program(s) in the amount set forth in this Agreement serves a public purpose and is in the best interest of the citizens of the City.
- c. The Parties desire to enter into this Agreement to memorialize their understanding related to the funding and the programming.

2. Obligations of Agency.

- a. Services. Under this Agreement, the Agency shall perform the following programming: arts programming and education through the Agency and through its sub-grantee organizations (Waterworks Visual Art Center, Piedmont Players Theatre, Salisbury Symphony, and Lee Street Theatre), as more particularly set forth in the Agency's request letter to the City dated March 15, 2023, which is attached and incorporated into this Agreement by reference (the "Services"). Agency shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Agreement.
- b. Annual report and inspection. The Agency shall provide to the City an annual written report of all Services performed pursuant to this Agreement. At the request of the City, the Agency shall make an oral presentation to the City Manager or to the City Council on the Services performed pursuant to this Agreement. In addition, the City reserves the right to inspect the Services performed under this Agreement at reasonable times and with reasonable frequency.
- c. Qualifications of Agency. Agency, and all agents or employees of Agency who will provide services under this Agreement, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified agencies of the same or similar services.

- d. Records Maintenance. Agency shall maintain written documentation of any services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

3. Obligations of the City.

- a. Funding. The City agrees to fund Agency in the amount of **\$56,250.00** ("Funding Amount") in accordance with this paragraph. Agency acknowledges and accepts that the Funding amount may be less than the funding requested.
 - b. Terms and Method of Payment. The City will make quarterly payments representing one-fourth (1/4 or 25%) of the total Funding Amount after the City receives necessary documentation from the Agency. In the discretion of the City, the Agency shall submit copies of paid invoices, receipts, or other documentation reasonably required by the City prior to receiving any payment.
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9. Compliance with Applicable Laws. Agency shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Agency represents that it is authorized by federal law to work in the United States. Agency represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Agency is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
10. Indemnification. To the maximum extent allowed by law, Agency shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Agency or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
11. Relationship of Parties. Agency shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Agency be construed as an employee, agent, or principal of the City.
12. Restricted Companies List. Agency represents that as of the date of this Agreement, Agency is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Agency also represents that as of the date of this Agreement, Agency is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
13. Nondiscrimination. By signing this Agreement, Agency, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Agreement, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Agency further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Agency further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Agreement. This

provision shall be binding on the successors and assigns of the Agency with reference to the subject matter of this Agreement.

14. Conflicts of interest. By signing this Agreement, the Parties acknowledge that they are in compliance with their own Conflicts of Interest policies and with other applicable law related to conflicts of interest, including but not limited to G.S. § 14-234.3. Agency further represents that any sub-grantees receiving funding under this Agreement are in compliance with this paragraph.
15. No assignment. Except for sub-grants to the sub-grantees identified in paragraph 2.a., Agency shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
16. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
17. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
18. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
19. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
20. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
21. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Agency have authority to do so as an official, binding act of Agency.

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

CITY OF SALISBURY

ROWAN ARTS COUNCIL, INC.

BY: _____

TITLE: _____

DATE: _____

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

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: 7/18/23

Name of Group(s) or Individual(s) Making Request: Sustainable Salisbury- Allie Thies

Name of Presenter(s): N/A

Requested Agenda Item: Mayors Announcement for Summer Litter Sweep

Description of Requested Agenda Item: Please come join Sustainable Salisbury for the Summer Litter Sweep on Saturday, July 22nd from 8:30-10am. We will be focusing on removing litter along N. Long Street and E. Council Street. To sign up please visit: <https://form.jotform.com/230945203230949> or email allie.thies@salisburync.gov

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: Allie Thies- allie.thies@salisburync.gov- 704-638-2098

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature


Department Head Signature

Budget Manager Signature

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

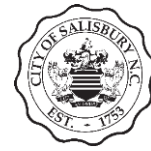
For Use in Clerk's Office Only

☐ Approved

☐ Delayed

☐ Declined

Salisbury City Council Agenda Item Request Form



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

Requested Council Meeting Date: July 18, 2023

Name of Group(s) or Individual(s) Making Request: DEI/Communications

Name of Presenter(s):

Requested Agenda Item: 2023 National Night Out and Community Resource Fair Announcement

Description of Requested Agenda Item:

The National Night Out and Back-to-School Community Resource Fair are scheduled for Tuesday, August 1, 5:30 to 7:30 p.m. at Bell Tower Green Park. National Night Out is an annual campaign that promotes police-community partnerships. The Fair brings together community agencies specializing in health, addiction, education and family support. Students will receive backpacks with a selection of school supplies. The event will also feature music and free food.

For more information, please contact Anne Little, anne.little@salisburync.gov or call (704) 638-5218.

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: Anne Little

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Salisbury City Council

Agenda Item Request Form



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

Council Meeting Date: July 18, 2023

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

Name of Presenter(s): Mayor's Announcement

Requested Agenda Item: The August 1, 2023 City Council meeting will begin at 3:00 p.m. to allow Council to participate in National Night Out and the Community Resource Fair.

Description of Requested Agenda Item:

The City of Salisbury and the Salisbury Police Department will host a National Night Out event and Community Resource Fair Tuesday, August 1, 2023 beginning at 5:30 p.m. at Bell Tower Green. Students will receive backpacks with a selection of school supplies. There event will feature food and music. Local resource agencies will also be on hand for the event.

The August 1, 2023 City Council meeting will begin at 3:00 p.m. to allow Council to participate in National Night Out and the Community Resource Fair.

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: Connie Snyder, City Clerk

☐ **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*****