The City is operating under a State of Emergency declaration related to the spread of COVID-19. The City Council meeting will be held electronically to remain consistent with limiting physical interactions and the potential spread of COVID-19, and Council Chambers will be closed. The meeting will be streamed live at salisburync.gov/webcast and on the City’s Twitter account. Anyone who wishes to speak during public comment must sign-up by 5:00 p.m. on October 6, 2020 by contacting Kelly Baker at kbake@salisburync.gov or 704-638-5233.

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

5. Mayor to proclaim the following observances:

   - RUTH BADER GINSBURG REMEMBRANCE DAY: September 18, 2020
   - NAACP FREEDOM FUND DAY: October 24, 2020
   - ROWAN COUNTY UNITED WAY MONTH: October 2020
   - NATIONAL CRIME PREVENTION MONTH: October 2020
   - DOMESTIC VIOLENCE AWARENESS MONTH: October 2020

6. Council to consider the CONSENT AGENDA:

   (a) Adopt Minutes of the Regular meetings of September 1, 2020 and September 15, 2020 and the Special meeting of September 23, 2020.

   (b) Adopt an ORDINANCE amending Chapter 13, Article X of the City Code of Ordinances related to parking prohibited at all times for the south side of the 600 block of West Liberty Street.

   (c) Adopt a budget ORDINANCE Amendment to the FY2020-2021 budget in the amount of $10,000 to appropriate a grant and donation for Parks and Recreation for various projects related to park flood repairs.

   (d) Adopt a budget ORDINANCE Amendment to the FY2020-2021 budget in the amount of $25,500 to appropriate grants and donations for Parks and Recreation to assist with the resurfacing of tennis courts and recreational education days.

   (e) Adopt a budget ORDINANCE Amendment to the FY2020-2021 budget in the amount of $543,185 to appropriate funds received for the Paul Bruhn Historic Revitalization Grants Program.
(f) Approve a sole-source purchase from Spartan Fire and Emergency Apparatus in an amount not to exceed $68,230 for the purchase of portable rescue tools.

(g) Authorize the City Manager to execute Amendment No. 1 with LaBella in an amount not to exceed $20,000 for construction material testing and special inspection services associated with the Water Treatment Plant Improvements Project.

(h) Authorize the City Manager to execute an agreement with Black & Veatch International Company for an amount not to exceed $250,000 for engineering services associated with the Yadkin River Raw Water Supply System. Funds for this project are included in the FY2020-2021 budget.

(i) Authorize the City Manager to execute an agreement with Highfill Infrastructure Engineering, P.C. in the amount of $101,000 for engineering services related to the development and implementation of the Water Storage Tank Condition Assessment and Improvement Program. Funds for this project are included in the FY2020-2021 budget.

7. Council to receive public comment. Public comment will begin following adoption of the Consent Agenda. For electronic meetings speakers must sign-up before 5:00 p.m. by contacting Kelly Baker at kbake@salisburync.gov or by calling 704-638-5233. Citizens who are unable to speak during the meeting may submit written comments by 5:00 p.m. to the email above and they will be shared with Council.


(a) Update on Sales Tax Revenue.

10. Mayor’s Announcements.

(a) The 10th annual BlockWork neighborhood improvement project will be held Saturday, October 24, 2020 from 7:00 a.m. until 5:00 p.m. and Sunday, October 25, 2020 from 9:00 a.m. until 5:00 p.m. in the 200 block of South Clay Street. Volunteers are needed to help with exterior repairs, painting, carpentry and landscaping. T-shirts, gloves, masks and meals will be provided. BlockWork will follow guidelines related to COVID-19 in accordance with Governor Cooper’s Executive Order. Volunteers are asked to sign-up in shifts. The deadline to sign up to volunteer is Friday, October 16. For more information or to volunteer please visit salisburync.gov/BlockWork.

11. Council’s Comments.

12. Mayor Pro Tem’s Comments.

13. Mayor’s Comments.


Council meetings are streamed live at www.salisburync.gov/webcast
City of Salisbury  
North Carolina

PROCLAMATION

WHEREAS, domestic violence is a serious crime that affects people of all ages, races, income levels, and sex; and

WHEREAS, the crime of domestic violence violates an individual’s privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and

WHEREAS, in our country, more than three women are murdered by their spouses or partners every day, and approximately 1 million incidents of domestic violence are reported in the United States; and

WHEREAS, children who grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police, and court costs, shelters and foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, research shows that a protective factor in preventing domestic violence is creating a community where people are connected, supportive and care for each other.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of October 2020 as

DOMESTIC VIOLENCE AWARENESS MONTH

in Salisbury, and urge all citizens to participate in preventing and ending domestic violence.

This the 6th day of October 2020.

Karen K. Alexander, Mayor
PROCLAMATION

WHEREAS, the Salisbury-Rowan Branch of the NAACP, also known as the National Association for the Advancement of Colored People, celebrates its 26th Annual Freedom Fund Banquet virtually on Saturday, October 24, 2020; and

WHEREAS, the organization was founded in 1909 to improve the political, educational, social, and economic status of people of color; and

WHEREAS, since 1909 the organization has demonstrated its commitment to the purpose and aim it was founded upon; and

WHEREAS, the local branch was founded in 1979 and is celebrating its 41st anniversary this year.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM Saturday, October 24, 2020 as

NAACP FREEDOM FUND BANQUET DAY

in Salisbury, and commend this observance to all of our citizens.

This the 24th day of October 2020.

Karen K. Alexander, Mayor
PROCLAMATION

WHEREAS, the vitality of our City depends on how safe we keep our homes, neighborhoods, schools, workplaces, and communities, because crime and fear of crime diminish the quality of life for all; and

WHEREAS, crime and fear of crime destroy our trust in others and in institutions, threatening the community’s health and prosperity; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors, and co-workers from being harmed by violence, drugs, and other crime; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include and go beyond self-protection and security to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and

WHEREAS, adults must invest time, resources, and policy support in effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and

WHEREAS, effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses, and individuals as they help to nurture communal responsibility and instill pride.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina DO HEREBY PROCLAIM the month of October 2020 as

NATIONAL CRIME PREVENTION MONTH

in Salisbury, and urge all citizens, government agencies, public and private institutions, and businesses to invest in the power of prevention and work together for the common good.

This the 6th day of October 2020.

Karen K. Alexander, Mayor
PROCLAMATION

WHEREAS, the City of Salisbury is a strong advocate of the Rowan County United Way; and

WHEREAS, Rowan County United Way was established in 1956 and is dedicated to improving the quality of life through health and human services; and

WHEREAS, Rowan County United Way supports 19 local agencies to provide health and human services in Salisbury and Rowan County with a primary focus on supporting the basic needs of the community; and

WHEREAS, Rowan County United Way funds are locally raised and locally invested for the benefit of our citizens; and

WHEREAS, this year’s Rowan County United Way theme is “Now More Than Ever” and the United Way maintains the highest level of service as it touches the lives of those in our community every day throughout the year.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM October 2020 as

ROWAN COUNTY UNITED WAY MONTH

in Salisbury, and encourage all citizens to celebrate and support the hard work and dedication of the Rowan County United Way.

This the 6th day of October 20.

Karen K. Alexander, Mayor
REGULAR MEETING

PRESENT: Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Al Heggins; Council Members William Brian Miller, David Post and Tamara Sheffield; City Manager W. Lane Bailey; City Clerk Kelly Baker; and City Attorney J. Graham Corriher.

ABSENT: None.

In response to the State of Emergency declaration related to the spread of COVID-19 and to limit physical interactions and the potential spread of COVID-19 the Salisbury City Council met electronically. The meeting was called to order by Mayor Alexander at 6:00 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.

RECOGNITION OF VIEWERS

Mayor Alexander welcomed all viewers.

CHANGES TO THE AGENDA

Add - Council to go into Closed Session following Mayor’s comments.
ADOPTION OF THE AGENDA

Thereupon, Councilmember Sheffield made a motion to adopt the Agenda as amended. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (5-0)

PROCLAMATIONS

Mayor Alexander proclaimed the following observances:

FIRST RESPONDER’S DAY September 11, 2020
SUICIDE PREVENTION MONTH September 2020
SALISBURY GO TRANSIT MONTH September 2020

Mayor Alexander noted the proclamations will be posted to the City’s website for viewing.

CONSENT AGENDA

(a) Minutes


(b) Salisbury Police Officer Retirement- Officer Rebecca Sexton

Award Officer Rebecca Sexton her sidearm and badge in recognition of her retirement from the Salisbury Police Department on October 3, 2020.

(c) Contract - Diversified, LLC

Award a contract to Diversified, LLC in the amount of $348,583.80 for construction of the Rowan Regional Crime Center. This project is funded by a Strategies for Policing Innovation grant received from the Department of Justice in 2019.

(d) Ordinance – Fire Prevention Code

Adopt an Ordinance amending Chapter 9, Article III, of the Code of the City of Salisbury, relating to the Fire Prevention Code to ensure the Fire Department is enforcing the latest edition of the North Carolina Fire Code.

ORDINANCE AMENDING CHAPTER 9, ARTICLE III, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO THE FIRE PREVENTION CODE.
(The above Ordinance is recorded in full in Ordinance Book No. 29 at Page No. 70, and is known as Ordinance 2020-44.)

(e) **Contract – Atlantic Coast Contractors, Inc.**

Authorize the City Manager to execute a contract renewal with Atlantic Coast Contractors, Inc. in the amount of $500,000 for construction related to the fifth phase of the Sanitary Sewer Rehabilitation Project. Funds for this contract are included in the adopted budget.

Thereupon, Mayor Pro Tem Heggins made a motion to adopt the Consent Agenda as presented. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (5-0)

**PUBLIC COMMENT**

Mayor Alexander opened the floor to receive public comments. There being no one to address Council, Mayor Alexander closed the public comment session.

**VOLUNTARY ANNEXATION - ROWAN WOODLAND APARTMENTS**

City Engineer Wendy Brindle stated the voluntary annexation for Rowan Woodland Apartments first came before Council in July. She noted staff found the request meets the requirements of the North Carolina General Statutes. She added a public hearing is scheduled and a 24 hour period will be allowed for further comment before this item is brought back to Council at its next meeting.

Ms. Brindle explained the property is located off Jake Alexander Boulevard and Statesville Boulevard at the Woodland Creek Apartments development. She added it is a vacant lot but will house approximately 240 units and could generate over $72,000 in property tax revenue given conditions in FY2020-2021. She stated the petitioner has requested the annexation become effective once it is adopted, and the Tax Accessory’s office has agreed. She noted the annexation will become effective September 15, 2020 if Council approves the proposed Ordinance at its next meeting.

Mayor Alexander convened a public hearing, after due notice thereof, to receive comments regarding the voluntary annexation of Rowan Woodland Apartments located at 2715 Statesville Boulevard, Tax Map 330 Parcel 151, effective September 15, 2020.

City Clerk Kelly Baker commented Mr. Jonathan Cranford signed up to speak, but was not in attendance. Ms. Brindle commented Mr. Cranford represents the developer and the petition came through him, so he would be in favor of the request.
There being no one to address Council, Mayor Alexander closed the public hearing. She noted the public will have 24 hours to send comments to the City Clerk at kbake@salisbury.nc.gov in response to the hearing.

Councilmember Miller asked if Council already approved a site plan or if this was only regarding the annexation. Ms. Brindle commented engineering is currently reviewing the construction plans as part of the approval process.

MARKET ANALYSIS-UNC SCHOOL OF GOVERNMENT’S DEVELOPMENT FINANCE INITIATIVE

Planning Director Hannah Jacobson and University of North Carolina School of Government’s (SOG) Development Finance Initiative (DFI) Project Manager Sonyia Turner and Development Advisor Rory Dowling addressed Council regarding the market analysis performed by DFI. Ms. Jacobson explained the City contracted with DFI in January to provide market analyses to assist with the Kesler Mill and Civic Center sites, and to assist with expectations for the Downtown Master Plan.

Ms. Turner stated DFI provided opportunity site identification services that focused on downtown and Phase I pre-development assistance for the Kesler Mill and Civic Center sites located in residential areas adjacent to downtown.

Ms. Turner stated DFI’s predevelopment process follows the private sector and it considers demographics, income data, economic conditions, and tax parcel data. She explained a market analysis is conducted to understand supply and demand trends within a given area, and she pointed out financial feasibility and public interest are also considered. She noted the three areas in the City considered were downtown Salisbury, which includes the boundaries of the Municipal Service District (MSD) and additional parcels as directed by staff, and the Kesler Mill and Civic Center sites. She noted DFI met with staff regarding preliminary market analysis data, and she pointed out a community scan was completed that includes demographic, income and economic information. She added a parcel analysis was conducted that considered tax parcel data. She stated a site analysis is conducted to determine which sites present the most redevelopment opportunities and a financial analysis is conducted before the final recommendation is presented.

Ms. Turner explained the market analysis process and pointed out adjustments were made to the market analysis to take into consideration the impact of COVID-19. She commented the analysis focuses on conditions before COVID-19 and 2019 census data.

Ms. Turner reviewed the market analysis considerations for each study area:

- Downtown
  - Office
  - Retail
  - Multi-family
  - Hospitality
- Kesler Mill
  - Multi-family
  - Single-family
- Civic Center
  - Hospitality

Mayor Alexander asked if mixed-use or commercial use is being considered for a portion of the Kesler Mill site since it is adjacent to commercial property. Ms. Turner noted the market analysis of the Kesler Mill site focused on residential development including single-family uses with the possibility of town houses and multi-family units. She stated DFI has not considered commercial or mixed-use due to the residential makeup of the area. Mr. Dowling pointed out commercial uses on the site would not be feasible given the current make-up of the community. He commented there is no retail opportunity in the area, and he clarified it is disconnected from retail activity downtown and near the highway.

Councilmember Miller asked if the Kesler Mill site analysis includes environmental conditions. Ms. Turner explained the analysis focused on the demand for housing and has not considered environmental issues. Mr. Dowling indicated environmental conditions could be factored into the feasibility analysis which will include a redevelopment budget and estimate to clean up the site. He commented the City received an Environmental Protection Agency (EPA) grant for site cleanup that will be conservatively built into the budget.

Mayor Pro Tem Heggins asked if community members who live near the Kesler Mill and Civic Center sites were included in the discussions. Ms. Turner stated community engagement for the Kesler Mill site has not been conducted, and she pointed out Phase I is to determine if a project would be feasible on the site. She added if DFI is retained for Phase II community meetings will take place.

Councilmember Post asked if the Civic Center building will be repurposed or demolished. Mr. Dowling indicated demolition is an option, and he added the feasibility of a hotel is being considered for the area.

Mayor Alexander noted the downtown study area includes office, retail and multi-family uses, and she asked if that is specific to one area or along the entire route of Innes and Main Streets through the MSD. She then clarified the study would analyze available spaces and determine the best use of the property. Ms. Turner explained the analysis looked at the larger market area trends and relates it to the specific study area. She noted the study will provide an estimate of how many units could be expected downtown or that the downtown could support over the next five years.

Councilmember Post pointed out the 100 block of South Main Street is noted as mixed-use, and he commented the ground floors are predominately retail and the upper levels are predominately vacant. Ms. Turner explained information was obtained from the provided tax parcel data, and she agreed the upper floors may be vacant but were coded as mixed-use based on the potential for residential or office space. She stated due to the pandemic the downtown data utilizes Google Street view and provided information. She explained before the pandemic the process included walking the streets to conduct the analysis. Mayor Alexander indicated
additional footwork may be needed.

Ms. Turner explained the market area is defined using CoStar and other programs to provide business trends regarding employees, vacancies, and rent in the area. She stated the Salisbury office market area has 1,200 businesses, 7,300 employees, 896,000 square feet of Class B office space, a 3% vacancy rate, and median rents of $15.21 per square foot. She pointed out 49% of Rowan County’s office prone businesses are located in the City and 61% of the County’s office workers are employed within the City. She indicated the City is a hub for office prone industry in the market area. She referenced the market trends over the last decade, and she indicated new office delivery in Rowan County has been slow and vacancies and rent have decreased over time. She commented new office space is being constructed, but the current office supply is aging and not able to command the higher rents seen in newer product.

Ms. Turner reviewed office demand over the next five years, and she explained the demand is calculated using stable vacancy. She added the current vacancy in office market is 3% and a stabilized vacancy rate is approximately 7%. She stated the current demand is approximately 40,000 square feet at a stabilized vacancy rate, and the projected new demand by 2024 is 53,000 to 79,000 square feet in Rowan County. She indicated the total office demand in Salisbury, specifically downtown Salisbury, is 36,000 to 47,000 square feet. She pointed out there are large vacant office buildings in the City, including the Wells Fargo and Salisbury Post buildings, that could absorb the demand.

Ms. Turner stated COVID-19 has impacted office space, and she pointed out:

- Sublease space has increased over 30% from the same time last year
- Leasing has dropped 56% from the same time last year
- Remote workforce directives and an increase in video conferencing software have driven the decreased demand for office spaces
- Businesses that return to offices will operate at lower capacity
- Older, cheaper space may not be attractive to tenants who do not want to sacrifice health and safety standards that newer buildings offer
- Smaller office buildings may be more attractive to tenants
  - Less interaction amongst other businesses
  - Less need for elevators and other high touch areas
- Worst-case scenario would equate to a 50% to 60% reduction in office space demand in Salisbury over the next five years

Ms. Turner pointed out potential office demand in downtown Salisbury pre COVID-19 is 36,000 to 47,000 square feet over the next five years. She commented the recent vacancy coupled with low rents may make it difficult to develop new office space in the downtown area, and there is uncertainty regarding the impacts of COVID-19 on future office demand.

Councilmember Post pointed out the Salisbury Post building is 56,000 square feet, but only 20,000 to 30,000 square feet is office space. He added the remainder of the building houses printing equipment and it will cost between $150,000 and $200,000 to remove the equipment from the premises. He commented 56,000 square feet in the Salisbury Post building could be overstated.
He noted developing the upstairs of buildings with mixed-use space can be difficult due to a lack of stairs and elevators at the front of the buildings. Mr. Dowling commented many communities consider how to develop upper floors that often need elevators which can create a major expense. He agreed approximately one-half of the Salisbury Post building would not be suitable for office space, but indicated most of the demand for office space over the next five years could be met with the Salisbury Post and Wells Fargo buildings.

Councilmember Post pointed out it has been discussed that the best use of the Wells Fargo building may be to demolish the structure and build a parking deck in its place which could help with residential development of downtown buildings such as the Empire Hotel. Mr. Dowling noted a parking deck on the site will be considered during the site analysis. He commented retail aligning the front of a potential parking deck is recommended.

Ms. Turner explained the retail trade area is defined by a 20-minute drive time from downtown Salisbury and avoids the High Point and Concord markets. She stated the goal is to identify the area where downtown Salisbury would attract the majority of its customers. She added the City has a daytime population of 166,000 and 7.54 million square feet of retail space within the drive time. She noted the vacancy rate is 3% and average rent in the trade area is $15 per square foot which is driven by highway retail. She clarified there is declining vacancy in the retail market, and modest rent growth is taking place. She noted approximately 54,000 square feet of retail space is in the pipeline for Rowan County and the City over the next five years including the Empire Hotel which adds approximately 29,000 square feet of downtown retail space. She noted the demand for new retail in downtown Salisbury is 4,500 to 7,200 square feet over the next five years.

Ms. Turner pointed out COVID-19’s impact on retail:

- Retail visits fell by 50% in April and have plateaued at 25% less
- Accommodations and food and beverage services are the most affected businesses
- As of July 2020, 52 Paycheck Protection Program loans were received in the City
- Rowan County is projecting a 4% reduction in downtown supportable sales

Ms. Turner noted retail vacancy has declined from 9% to 3% since 2010, but rent growth has been modest at 5%. She added the Empire Hotel will have a significant impact on retail demand. She pointed out the average rent in the market is $15 per square foot which is driven by highway retail. She added rent in the downtown area is closer to $12.50 per square foot which may create a challenge for new development.

Ms. Turner explained the multi-family market area is a combination of Rowan, Davidson, and Davie Counties. She clarified if a new multi-family product was developed in the City it could attract individuals from those areas. She noted the market area has a population of 363,000 with a median household income of $50,000. She added there are approximately 2,800 Class B units with a 5% vacancy rate and an average rent of $8.5 per square foot as compared to $1.21 in downtown Salisbury. She added multi-family delivery in the market area has been modest, and the newer market has been predominately affordable or income restricted multi-family housing. She indicated the market area has opportunity for 750 to 800 new multi-family units by 2024, 400
to 575 new units in the City and 125 new units in the downtown area. She pointed out the 125 projected new units for downtown Salisbury are in addition to the units that would come from the Empire Hotel. She indicated downtown multi-family units are commanding higher rents and due to the amount of residential product the Empire Hotel will bring to the area it will be important to watch how the market responds. She added she has not seen an actual dollar per square foot amount listed for the apartments.

Mayor Pro Tem Heggins asked if DFI will provide recommendations on how the City can help keep downtown housing affordable. Ms. Turner noted DFI can provide information in its final recommendation. She noted the analysis has focused on market-rate product because the City has completed an extensive affordable housing analysis.

Ms. Turner reviewed the impact of COVID-19 on multi-family units, and she pointed out leasing levels maintained stability for the first portion of the pandemic, but have decreased in the last month. She noted 16% of North Carolina renters did not pay rent in July with an additional 7% deferring rent according to the US Census. She stated the projections for Rowan County show a 6.5% vacancy rate, which is closer to a stabilized, healthy, vacancy rate, and the unit demand appears to be comparable to the numbers included in the analysis. She indicated new product close to downtown is limited and the units are staying occupied. She noted the Empire Hotel will test downtown absorption and rents by adding 50% more product. She stated the impact of the expiration of the eviction moratorium and the pandemic unemployment benefit remain to be seen.

Councilmember Miller asked if multi-family growth or retail growth came first in downtown. Mr. Dowling indicated the residential growth is typically followed by retail growth. He added the 65 additional downtown units will equate to approximately 100 additional people living in the downtown area creating additional demand for retail businesses. He noted if the Empire Hotel development can occupy 65 units it will send a clear message to potential developers that multi-family housing units can work in downtown Salisbury.

Mayor Alexander asked if the numbers include the latest project under construction, Bankett Station. Ms. Turner noted it is included as a pipeline project. Mayor Alexander referenced the office product, and she noted it is all listed as Class B. She asked about the criteria for Class A office space. Mr. Dowling explained the definition of Class A and Class B office space is provided by CoStar. He noted the amenities that distinguish between a Class A and Class B building include elevators, covered parking, security, and other features such as a workout facility and outside seating for lunch. He added he does not believe there is a true Class A office building in the City. Mayor Alexander commented additional investigation could be needed because there are several buildings in the City that could classify as Class A office space. She added it would let potential business know the City has newer, well-appointed product. Mr. Dowling stated it is a gray area that could be re-examined based on the guidelines provided by CoStar.

Mayor Pro Tem Heggins asked how entrepreneurship and minority businesses factor into the analysis. Ms. Turner explained the analysis provides the framework of what could be, and it is up to Council how it uses the information.
Ms. Turner requested Council keep the Kesler Mill site in mind when considering the single-family market. She noted the same market area was considered for the single family market and 71% of the units are single family including single-family detached, townhouses, and condos. She added the median household income is $51,800 and 71% of the housing units in the market area are owner-occupied, and 51% of the housing units in the City are owner-occupied. She noted the median home value is $130,700 and $124,300 for the City. She indicated the vacancy rate for single-family product is 11.5%. She pointed out over 50% of the housing stock was built before 1970 which contributes to the vacancy rate, and she noted there has been little home value growth over the past five years.

Ms. Turner stated the average asking price in a new single-family development is $200,000. She reviewed single-family demand over the next five years, and she noted a projected 145,000 households in 2024 with a growth of 4,000 to 5,000 households over the next five years. She indicated there are 8,700 households in the market area that earn at least $58,000. She noted there is opportunity within the market area for 3,525 new single-family housing units over the next five years and a demand for 700 to 800 new units in the City. She pointed out the lower median household incomes in the City and the lower home values may make attracting new single-family development challenging. She stated population growth is taking place in the young professional and senior age groups.

Mr. Dowling referenced hospitality use, and he noted there are 10 hotels in a five-mile radius of the City that make up the Salisbury market. He added six mid to upscale hotels that are clustered around I-85 were surveyed. He indicated the total market is approximately 1,000 rooms, and the hotels surveyed had a current occupancy rate of 74% and an average daily rate of $108 before COVID-19. He explained the data is reported to Smith Travel Reports (STR) to help developers understand the market. He added the information does not include details on single hotels and individual data was not provided for the hotels surveyed. He pointed out the Salisbury market is performing extremely well regarding average daily rate, occupancy, and revenue per available room when compared to the state. He pointed out a new hotel was added at the end of 2016 and 2018 and in both instances the City was able to absorb the hotel rooms and keep the occupancy at a healthy rate.

Mr. Dowling referenced the year round occupancy for 2019, and he pointed out the Salisbury market performed well during the year. He noted potential developers look at week day occupancy and the City has high occupancy on Tuesdays and Wednesdays due to a strong corporate demand. He reviewed demand and feasibility indicators for a downtown hotel:

- Strong market indicators - sustained year-round and mid-week occupancy
- Proximity to restaurants, nightlife, and walkability
- Proximity to convention/civic center or performing arts center
- Unique attractions, historic buildings, museums, etc.
- Proximity to the highway and ability to compete with existing product
- Ability to generate average daily rate premium to account for increased development costs
Mr. Dowling pointed out the hospitality industry was hit hard by COVID-19 with a projected annual occupancy of 42.6% for 2020 and an estimated 37% decline in revenue per available room. He added the Salisbury market is at 51% occupancy and a 36.7% reduction in revenue per available room through July 2020. He added older properties may not survive the recession creating a potential 30% decline in existing supply.

Mr. Dowling noted 100% of the market supply is currently clustered along I-85 with two new hotels since 2017 which indicates the highway product is likely saturated. He added the market is exhibiting strong, sustained year-round occupancy and mid-week demand. He noted hotels in comparable markets demonstrate that downtown locations can generate significant premium above highway products. He stated the increased costs of downtown hotels, coupled with the unproven market would likely necessitate public participation. He stated the hospitality industry will be tested over the next two years due to COVID-19.

Councilmember Sheffield asked about the impact of Vrbo and Airbnb on the hospitality market. Mr. Dowling indicated it has had a limited impact on the hospitality market and could be discussed in the future. He pointed out it is having an impact on peak tourist destinations.

Ms. Turner noted DFI has presented its market analysis findings to date. She added a market analysis report will address Council’s questions and the final recommendation will be presented in the coming months. She noted DFI will work on a site analysis for downtown specifically and identifying sites that present redevelopment opportunity. She noted DFI will show ideas and concepts for the Kesler Mill and Civic Center sites.

Mayor Alexander thanked Ms. Turner and Mr. Dowling for their presentation and Council for its questions.

RECESS

Council took a five minute recess.

LAND DEVELOPMENT ORDINANCE TEXT AMENDMENT TA-01-2020

Senior Planner Catherine Garner stated a public hearing was held at Council’s August 18, 2020 meeting regarding the proposed amendment to Chapter 15 of the Land Development Ordinance (LDO) regarding first class notifications. She indicated the request would reduce the first class mail notifications from 500 feet for all public hearings to 250 feet of the parcels in question for legislative hearings, and 100 feet to the parcel in question for Quasi-Judicial hearing such as with the Historic Preservation Commission (HPC) and Board of Adjustment (BOA). She pointed out a new chart would be added to section 15.3 to clearly outline what is already in place and to see what notice needs to be completed for each hearing.
Councilmember Miller asked if staff received any feedback. Ms. Garner commented she received requests from HPC applicants who wanted to use this reduction for the upcoming meeting. She added she did not receive any feedback in opposition.

Councilmember Miller stated the City Council hereby finds and determines that adoption of an Ordinance to amend the Land Development Ordinance of the City of Salisbury as underlined or stricken herein is reasonable, in the public interest, and not inconsistent with the Vision 2020 Comprehensive Plan because there are no specific objections or continuance of adopted goals or policies. Thereupon, Councilmember Miller made a motion to adopt an Ordinance amending Chapter 15 (Development Process) of the Land Development Ordinance of the City of Salisbury, North Carolina related to first class mail notification for public or evidentiary hearings. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (5-0)

AN ORDINANCE AMENDING CHAPTER 15 (DEVELOPMENT PROCESS) OF THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA RELATED TO FIRST CLASS MAIL NOTIFICATION FOR PUBLIC OR EVIDENTIARY HEARINGS. (PETITION NO. LDOTA-01-2020)

(The above Ordinance is recorded in full in Ordinance Book No. 29 at Page No. 71-72, and is known as Ordinance 2020-45.)

AGREEMENT- PILOT TRAVEL CENTERS, LLC

Assistant Utilities Director Jason Wilson commented the City was approached last year by Pilot Travel Centers, LLC and the North Carolina Department of Environmental Quality Public Works section about the possibility of the truck stop on Peeler road connecting to Salisbury-Rowan Utilities’ (SRU) water supply. He commented 3,350 linear feet of water line would be extended to serve the parcel which is not currently in the City limits. He noted staff is working on the design and permitting, but wanted to bring a draft agreement to Council between Pilot Travel Centers, LLC, the developer, the property owner, and the City to participate in a 50/50 cost sharing to extend the water line. He added this opportunity would open up other parcels that could connect to water along Peeler Road. He noted the sewer was a joint project with Rowan County about 10 years ago with sewer lines to the Town Creek Corridor so this property already connects to sewer. He stated this is an exciting project for SRU and the City. He commented this parcel is not in the City limits and one of the conditions in the agreement is for the property owner to petition the City for voluntary annexation.

Mayor Alexander asked if the voluntary annexation would be done simultaneously to Council’s approval of the water supply line extension. Mr. Wilson commented staff will bring the voluntary annexation back to Council. He added Pilot Travel Center, LLC is required as part of the agreement to petition for voluntary annexation within 90 days and pay its portion of the estimated project sharing costs of $300,000. He added staff will come back to Council regarding a capital project ordinance once funds are received.
Thereupon, Councilmember Post made a **motion** to adopt a Resolution authorizing the execution of an agreement between the City of Salisbury, Pilot Travel Centers, LLC, and PFJ Southeast, LLC for a water line extension along Peeler Road. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (5-0)

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SALISBURY, PILOT TRAVEL CENTERS, LLC, AND PFJ SOUTHEAST, LLC FOR A WATER LINE EXTENSION ALONG PEELER ROAD.**

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 37, and is known as Resolution 2020-22.)

**BOARDS AND COMMISSION APPOINTMENTS**

**Greenway, Bicycle and Pedestrian Committee**

Parks and Recreation Director Nick Aceves requested appointments be made to the new Greenway, Bicycle and Pedestrian Committee. He noted the previous Greenway Committee board members have to be re-appointed. He added all applicants that applied received a place on the new board.

Upon a motion by Councilmember Post and upon a roll call vote. Mayor Alexander, Mayor Pro Tem Heggins, and Councilmembers Miller, Post, and Sheffield voting AYE, the following reappointments were made to the Greenway, Bicycle and Pedestrian Committee:

- Mr. Edward Hirst  Term Expires 03/31/2021
- Ms. Amy Smith  Term Expires 03/31/2021
- Ms. Lisa Wear  Term Expires 03/31/2021
- Ms. Carole Massey  Term Expires 03/31/2022
- Ms. Sashi Sabaratnam  Term Expires 03/31/2022
- Mr. John Wear  Term Expires 03/31/2023
- Ms. Sharon Earnhardt  Term Expires 03/31/2023
- Mr. Dylan Horne  Term Expires 03/31/2023
- Mr. Sean Myers  Term Expires 03/31/2023
- Mr. Andrew Pitner  Term Expires 03/31/2023
- Ms. Mary Rosser  Term Expires 03/31/2023

**CITY ATTORNEY’S REPORT**

City Attorney Graham Corriher had nothing to report to Council.
Finance Director Shannon Moore provided a financial update to Council. She noted the information is unaudited because the City has not completed its audit. She pointed out one of the largest revenues in the General Fund is received from property taxes. She commented there is a budgeted amount of $20.2 million, and the fund has received $20.6 million through the end of the fiscal year. She noted funds for FY2020 were received at a 97.77% collection rate slightly below the 98.49% collection rate in FY2019. She pointed out FY2021 budget calculations predict a 97% collection rate.

Ms. Moore commented sales tax received for 11 months was budgeted for $7.5 million, and the City has received $7.7 million thus far. She noted it is a good sign to be over budget. She explained the spending trend from January until now, and she indicated June sales tax information should be received within the next few weeks.

Councilmember Miller asked about the estimated sales tax for June. Ms. Moore noted June sales tax in FY2019 total budget was $8.1 million, and she added she believes that amount will be exceeded this year.

Ms. Moore explained fourth quarter Hotwire lease revenue information including the credits for bad write-offs, drops, dark fiber, rent and capital.

Mayor Pro Tem Heggins asked if Hotwire owes the fourth quarter payment. Ms. Moore agreed. Mayor Alexander asked when that payment was due. Ms. Moore noted the payment was due on August 15, 2020, and Hotwire has indicated the check is in transit to the City.

Mayor Pro Tem Heggins asked if the third quarter payment was received on time. Ms. Moore noted she will find out.

Mayor Pro Tem Heggins asked why the lease credit capital line does not show until the fourth quarter. Ms. Moore noted no capital credits were requested until the fourth quarter due to the build-out at the Gables just taking place.

Ms. Moore reviewed subscriber information as reported from Hotwire. She noted from July 2019 until the end of June 2020, subscribers increased from 3,309 to 3,516. She added the numbers do not include City accounts.

Ms. Moore explained the FY2021 Fund Balance and the FY2021 budget process. She noted the adopted budget was $870,462. She commented at the August 4, 2020 Council meeting, Dixonville funds of $200,000 were adopted by City Council and needed to be appropriated from last year and placed in this year’s fund. She added the Fund Balance includes $350,000 for the City’s 50% contribution match for Bell Tower Green. She added there are also various FY2020 carry forward projects including City Park Lake, Plaza Projects for the roof and wall repair, Munis software, and other small projects. She pointed out part of the projects were not awarded until end of the FY2020 due to COVID-19 and will be carried forward. She noted the Fund Balance for FY2020-2021 is approximately $2.47 million.
Mayor Pro Tem Heggins asked what the small projects included and from which departments. Ms. Moore noted she will send Council the complete list. Mayor Pro Tem Heggins asked for the information to include the Minority and Women Owned Business (MWBE) participation if the items were bid. Ms. Moore agreed.

ANNOUNCEMENTS

(a) 2020 CENSUS

Mayor Alexander stated the City of Salisbury continues to encourage all residents to complete the 2020 Census either online at 2020Census.gov, by telephone at 844-330-2020, or by mail before the deadline of September 30, 2020. Responding accurately to the Census will provide millions of federal funds for needed programs in Rowan County such as schools, hospitals, employment initiatives, drug rehabilitation and roadway construction. An undercount would mean a loss for the state of $74 billion over the next 10 years. An undercount could also result in overcrowding in our schools due to an inaccurate count of school-aged children, loss of necessary health programs, or delayed road rehabilitation. All responses will be confidential by law. Please visit 2020Census.gov for more information.

(b) Historic Preservation Incentive Grant Applications

Mayor Alexander announced applications for the 2020-2021 Historic Preservation Incentive Grants are now available. These matching grants are available on a competitive basis for exterior projects on owner-occupied houses in Salisbury’s four residential local historic districts: North Main Street, Brooklyn South Square, West Square and Ellis Street Graded School. Applications are due by September 25, 2020. To receive an application or inquire about eligibility, please call 704-638-5212.

COUNCIL COMMENTS

Councilmember Sheffield congratulated Officer Rebecca Sexton on her retirement. She noted Officer Sexton has been not only a great officer, but a great community resource officer. She thanked her for her service and her work in the community.

Councilmember Sheffield noted she is excited about the Greenway, Bicycle and Pedestrian Committee being formed. She added it is important to develop a park in town and for the City to become more accessible, desirable and walkable. She added it is a great step for the City, and she looks forward to what the committee will do for the City and working with the Parks and Recreation Department.
**MAYOR PRO TEM COMMENTS**

Mayor Pro Tem Heggins congratulated Office Rebecca Sexton on her retirement from the Police Department.

Mayor Pro Tem Heggins commented she is excited for the Greenway, Bicycle and Pedestrian Committee to be formed as it is important to the City.

Mayor Pro Tem Heggins pointed out Deputy Chief Shon Barnes was a huge asset to the Police Department and is going to be greatly missed.

Mayor Pro Tem Heggins acknowledged the Fire Department for the rescue it conducted to help families during the recent flooding. She added police officers and firefighters put their lives on the line to protect the community, and she appreciates them.

Councilmember Post commented Deputy Chief Shon Barnes is going to Chicago where he will be in charge of training for about half of the police force of approximately 15,000 people for the non-armed police force. He added Deputy Barnes is taking on an enormous responsibility.

**MAYOR’S COMMENTS**

Mayor Alexander thanked the Stormwater Department and citizens for their great work during the Town Creak Clean Up Project.

Mayor Alexander commented she is pleased the Greenway, Bicycle and Pedestrian Committee was formed and looks forward to their collaboration and seeking larger grant opportunities.

Mayor Alexander pointed out she presented a surprise proclamation to Deputy Chief Shon Barnes during his going away event. She added she is proud of the work he did in the community, and she added Police Chief Jerry Stokes gave Deputy Barnes great recognition for the work he conducted in the community.

Mayor Alexander thanked the Fire Department for their hard work during the rescue at Wellington Hills during the recent flooding.

**CLOSED SESSION**

Mayor Alexander asked for a motion to go into Closed Session regarding a personnel issue. Thereupon, Mayor Pro Tem Heggins made a motion to go into Closed Session regarding a personnel issue. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (5-0)
ADJOURNMENT

Motion to adjourn the meeting was made by Mayor Pro Tem Heggins. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 9:52 p.m.

___________________________________
Karen Alexander, Mayor

___________________________________
Kelly Baker, City Clerk
REGULAR MEETING

PRESENT: Mayor Karen K. Alexander, Presiding; Council Members William Brian Miller, David Post and Tamara Sheffield; Assistant City Manager Zack Kyle; City Clerk Kelly Baker; and City Attorney J. Graham Corriher.

ABSENT: Mayor Pro Tem Al Heggins and City Manager W. Lane Bailey.

In response to the State of Emergency declaration related to the spread of COVID-19 and to limit physical interactions and the potential spread of COVID-19 the Salisbury City Council met electronically. The meeting was called to order by Mayor Alexander at 6:00 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.

RECOGNITION OF VIEWERS

Mayor Alexander welcomed all viewers.

ADOPTION OF THE AGENDA

Thereupon, Councilmember Sheffield made a motion to adopt the Agenda as presented. Upon a roll call vote Mayor Alexander voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (4-0)
PROCLAMATIONS

Mayor Alexander proclaimed the following observances:

HISPANIC HERITAGE MONTH September 15-October 15, 2020
CONSTITUTION WEEK September 17-23, 2020
FIRE PREVENTION WEEK October 4-10, 2020

Mayor Alexander noted the proclamations will be posted to the City’s website for viewing.

CONSENT AGENDA

(a) Minutes

Adopt Minutes of the Special meeting of August 31, 2020.

(b) Ordinance-Rowan Woodland Apartments

Adopt an Ordinance extending the corporate limits of the City of Salisbury to include 22.414 acres, Tax Map 330, Parcel 151, Rowan Woodland Apartments, LLC.

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 22.414 ACRES, TAX MAP 330 PARCEL 151, ROWAN WOODLAND APTS, LLC.

(The above Ordinance is recorded in full in Ordinance Book No. 29 at Page No. 73-74, and is known as Ordinance 2020-46.)

(c) Ordinance- West Innes Street and Church Street

Adopt an Ordinance amending Chapter 13, Article X, of the City Code relating to No Right Turns on Red for the intersection of West Innes Street and Church Street.

ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO NO RIGHT TURN ON RED.

(The above Ordinance is recorded in full in Ordinance Book No. 29 at Page No. 75, and is known as Ordinance 2020-47.)

(d) Right of Way Encroachment- North Main Street

Approve a Right-of-Way Encroachment by AT&T for the installation of directional bored duct on North Main Street near Liberty Street per Section 11-24 (27) of the City Code and subject to North Carolina Department of Transportation (NCDOT) concurrence.
(e) Agreement- W.K. Dickson & Co.

Authorize the City Manager to execute a Task Order to an existing Professional Services Agreement with W.K. Dickson & Co., Inc. for an amount not to exceed $107,920 for engineering services associated with the McCoy Road Culvert Replacement.

Thereupon, Councilmember Miller made a motion to adopt the Consent Agenda as presented. Upon a roll call vote Mayor Alexander voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (4-0)

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments.

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

UPDATE-STORMWATER SERVICES CIP MASTER PLAN

Assistant Public Works Director Chris Tester stated in January 2019 Public Works and Salisbury-Rowan Utilities (SRU) worked jointly on an on-call engineering statement of qualifications. He explained as a result of the process HDR Engineering, Inc. was selected to perform a Capital Improvement Project (CIP) study and assist stormwater staff in the development of a CIP Program to address future water quality and flooding concerns.

HDR Engineering, Inc. Project Manager Damian Gaiski-Weitz reviewed efforts that were taken to develop a Stormwater CIP Program for the Public Works Department. He explained the Master Plan will identify new projects and cost-effectively manage stormwater across the City.

Mr. Gaiski-Weitz displayed information regarding the importance of stormwater management. He stated heavy amounts of rainfall can impact a community through water pollution and flooding. He explained water pollution is caused when stormwater moves quickly across the ground and pollutants are washed into creeks and streams. He added flooding will occur when stormwater systems become overwhelmed and cannot convey the amount of runoff that is received. He explained flooding can be caused by several factors including piping that is too small to route the water that has to flow through it. He presented photographs of flood events and explained the possible causes. He stated there is a failure to recognize the importance of maintaining stormwater assets. He explained a failed pipe can cause water to flow into unexpected areas such as streams and rivers, causing them to overflow and affect surrounding infrastructures.

Mr. Gaiski-Weitz indicated risk management is an important aspect of stormwater management. He stated it is not feasible to prevent all flooding, and when designing stormwater assets there are risk levels based on the type of structures that are built and the cost of the project. He explained flood mitigation for property within a flood plain is costly and can be managed by
preventing development within these areas. He indicated the City has encountered 100-year storms which has caused flooding throughout the City. He presented a map identifying the 100-year flood plains within the City. He explained a 100-year storm is an amount of rainfall that in any given year has a 1% chance of occurring. He added the flood plain map is a helpful tool to manage the risks associated with rainfall.

Mr. Gaiski-Weitz stated the best way to identify new projects is through citizen communication. He explained citizens can share concerns regarding flooding they have observed or sinkholes which can indicate a condition issue or stream bank erosion. He pointed out condition issues may signify a pipe is likely to fail and create inadequacy to convey stormwater. He noted capacity issues are created when a stormwater system is under-sized for the amount of rainfall flowing through the pipes. He pointed out maintenance issues can cause storm water systems to fail when inlets become clogged or filled with leaves and debris. He added a blocked inlet may result in water overflowing onto roadways creating additional problems. He pointed out stream bank erosion is a large contributor to pollution and involves the washing away of sediment, soil, and contaminants which can negatively impact a stormwater system.

Mr. Gaiski-Weitz indicated historical data pertaining to citizen concerns were mapped into a Geographic Information System (GIS) interface to create a heat map which identifies areas of concern within the City. He stated a review of the heat map indicated the challenges the City is facing are not necessarily flood plain related. He explained several concerns have been condition or capacity related in areas lacking creeks and streams.

Mr. Gaiski-Weitz pointed out a CIP Program will reduce flood damage, decrease disruption to the public, and improve stormwater management within the City. He indicated the CIP Program is long-term and will not cure all of the City’s problems at once. He explained the concept of the plan is to continually improve stormwater management through assessing the condition and adequacy of the stormwater system. He added the plan will serve as a guideline for future stormwater planning efforts and water quality planning recommendations.

Councilmember Miller asked if the greatest need for the City relative to its infrastructure system has been identified. Mr. Tester indicated multiple needs have been identified during the planning process that will be prioritized in Phase 2.

Councilmember Miller asked if the flood event in Wellington Hills was caused by a large amount of rain falling within a short time period or the result of a pipe malfunction. Mr. Tester stated according to the Engineering Department and Rowan County Emergency Services the flood event in Wellington Hills was the result of rainfall which exceeded a 100-year storm. He explained stormwater systems are not designed for 100-year storm events and will not eliminate flooding. He added the intent of a stormwater system is to provide quantity control and lessen the impact of flooding in a community.

Mayor Alexander asked if recommendations will be integrated within the Land Development Ordinance (LDO) and require developers to build outside of flood plains or build underground cisterns. Mr. Tester stated the City’s Engineering Department follows North Carolina Flood Plain Regulations which include standards for development within a flood plain. He added the LDO
contains stormwater quality aspects and in the future staff will present stormwater recommendations to add to the LDO.

Councilmember Sheffield asked for an update on stormwater projects that were approved in the budget. She added she would like the public to understand the need for a Stormwater CIP Program and how the approved stormwater projects will affect current flood challenges. Mr. Tester stated two stormwater projects were approved in the budget and the project on Sunset Drive has undergone investigative work and tree clearing. He added contractors for the project received a notice to proceed and are in the process of creating a schedule. He noted the project on McCoy Road is projected to start in spring 2021, and he is working with City Attorney Graham Corriher to acquire easements for the project.

**BOARDS AND COMMISSION APPOINTMENTS**

Rowan County Tourism Board

Administrative Services Director and City Clerk Kelly Baker indicated the Rowan County Tourism Board has requested Council to consider appointing Ms. Sada Stewart and reappointing Mr. Stephen Kidd to the board.

Thereupon, Councilmember Post made a motion to appoint Ms. Sada Stewart and reappoint Mr. Stephen Kidd to the Rowan County Tourism Board. Upon a roll call vote Mayor Alexander voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE, and Councilmember Sheffield voted AYE. (4-0)

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Term Expires</th>
</tr>
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<tbody>
<tr>
<td>Mr. Stephen Kidd</td>
<td>03/31/2022</td>
</tr>
<tr>
<td>Ms. Sada Stewart</td>
<td>03/31/2022</td>
</tr>
</tbody>
</table>

**CITY ATTORNEY'S REPORT**

City Attorney Graham Corriher had nothing to report to Council.

**CITY MANAGER'S REPORT**

Assistant City Manager Zack Kyle had nothing to report to Council.

**ANNOUNCEMENTS**

(a) **2020 CENSUS**

Mayor Alexander stated the City of Salisbury continues to encourage all residents to complete the 2020 Census either online at 2020Census.gov, by telephone at 844-330-2020, or by
mail before the deadline of September 30, 2020. Responding accurately to the Census will provide millions of federal funds for needed programs in Rowan County such as schools, hospitals, employment initiatives, drug rehabilitation and roadway construction. An undercount would mean a loss for the state of $74 billion over the next 10 years. An undercount could also result in overcrowding in our schools due to an inaccurate count of school-aged children, loss of necessary health programs, or delayed road rehabilitation. All responses will be confidential by law. Please visit 2020Census.gov for more information.

(b) Historic Preservation Incentive Grant Applications

Mayor Alexander announced applications for the 2020-2021 Historic Preservation Incentive Grants are now available. These matching grants are available on a competitive basis for exterior projects on owner-occupied houses in Salisbury's four residential local historic districts: North Main Street, Brooklyn South Square, West Square and Ellis Street Graded School. Applications are due by September 25, 2020. To receive an application or inquire about eligibility, please call 704-638-5212.

COUNCIL COMMENTS

Councilmember Post stated a Kiva program may be coming to Salisbury. He explained Kiva is a nonprofit financial organization that will serve minority businesses. He indicated he has spoken with personnel from various organizations regarding assistance with starting the Kiva program for the residents of Salisbury.

MAYOR PRO TEM COMMENTS

Mayor Pro Tem Heggies was not in attendance.

MAYOR’S COMMENTS

Mayor Alexander indicated the City will receive an additional $200,000 in Community Development Block Grant (CDBG) funds from the Housing and Urban Development (HUD). She added Council will work to determine the recipients for the funds.
ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Post. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 7:00 p.m.

___________________________________
Karen Alexander, Mayor

_______________________________________
Kelly Baker, City Clerk
SALISBURY, North Carolina
September 23, 2020

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Presiding; Mayor Pro Tem Al Heggins and Council Members William Brian Miller, David Post and Tamara Sheffield; City Manager W. Lane Bailey, City Attorney J. Graham Corriher and City Clerk Kelly Baker.

ABSENT: None

In response to the State of Emergency declaration related to the spread of COVID-19 and to limit physical interactions and the potential spread of COVID-19 the Salisbury City Council met electronically. The meeting was called to order by Mayor Alexander at 6:00 p.m. A moment of silence was taken.

ADOPTION OF THE AGENDA

Thereupon, Councilmember Sheffield made a motion to adopt the Agenda as presented. Upon a roll call vote Mayor Alexander voted AYE, Mayor Pro Tem Heggins voted AYE, Councilmember Miller voted AYE, Councilmember Post voted AYE and Councilmember Sheffield voted AYE. (5-0)

CLOSED SESSION

Thereupon, Councilmember Post made a motion to go into closed session regarding a personnel matter as allowed by NCGS 143-318.11(a)(6).
RETURN TO OPEN SESSION

Mayor Alexander reconvened the meeting in open session. She noted no action was taken during closed session.

ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Post. All Council members in attendance agreed by roll call vote to adjourn. The meeting was adjourned at 8:18 p.m.

___________________________________
Karen Alexander, Mayor

___________________________________
Kelly Baker, City Clerk
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  10/06/2020

Name of Group(s) or Individual(s) Making Request:  Vickie Eddleman, Traffic Engineering Coordinator

Name of Presenter(s):  Vickie Eddleman

Requested Agenda Item:  The consideration to amend Chapter 13, Article X of the City Code of Ordinances as it relates to parking restrictions.

Description of Requested Agenda Item:  City Public Works Division and City Emergency Services, have shared concerns they have regarding parking within the 600 block of West Liberty Street. Both the Police and Fire Departments have concerns for the manner in which vehicles are being parked with the type of structures within the block. They have acknowledged parking on both sides will restrict emergency services in the event of a fire. As a result of these concerns the Engineering Department has studied the area and requested feedback from both tenants and property owners. The requested feedback specifically asked if a restriction of no parking anytime would be established, which side would be best for the neighborhood and asking for any comments or concerns related to the request. Of those who responded, applying the restriction to the south side was unanimous. There was concern for two of the houses on the north side do not have driveways, thus no one wanted to restrict the north side. Staff is recommending a change to Section 13-338 (Parking prohibited at all times) for the 600 block of West Liberty 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)
City Council to adopt the attached Ordinance amending Section 13-338 parking prohibited at all times

Contact Information for Group or Individual:  Vickie Eddleman – 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  __________________________
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

<table>
<thead>
<tr>
<th>Street</th>
<th>Side</th>
<th>Extent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty St.</td>
<td>South</td>
<td>From Caldwell St. to Craige St.</td>
</tr>
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</table>

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

SECTION 3. That this Ordinance shall be effective upon adoption by the City of Salisbury from and after its passage.
June 02, 2020

Re: Change free all-day, unmarked, on-street parking within the 600 block of West Liberty Street to no parking anytime, on one side of the street.

Dear Property Owner/Renter:

A concern for safety on West Liberty Street between North Caldwell Street and North Craig Street has been brought to our attention from the City of Salisbury's Sanitation Division. The concern is that when vehicles are parked on both sides of the street, EMS and fire apparatus/vehicles are not able to travel through this block. The Police Department has also voiced a concern that this block frequently has parking on both sides which makes it very tight for a regular passenger vehicle to travel the street. The concern is specifically for public safety, noting several multi-story and multi-family houses closely spaced within this block. The Engineering Department is making the recommendation, for a request to restrict parking from one side, to go before City Council without a petition due the concern for safety. Enclosed you will find a map which shows the area in question and two options for possible restrictions. The City of Salisbury would like to have your feedback on this matter. We would like to know which side you use the most, how any parking restrictions would impact you, and any comments or concerns you are willing to share. This can be shared through the enclosed questionnaire.

Please read over the enclosed materials. If you have any questions, comments or concerns, we would like to hear from you prior to taking this request before City Council. Please return the questionnaire, in the stamped envelope provided, prior to June 30, 2020. You may also call me at 704-638-5213 or email me at vtrou@salisburync.gov. Any feedback provided will be given to City Council to aid them in making a decision which best supports the community. It is planned that this request go before City Council at their July 21st meeting.

Sincerely,

Vickie Eddleman
Traffic Engineering Coordinator
City of Salisbury
PO Box 479
Salisbury, NC 28145

Enclosures
Public safety request to restrict parking anytime along a portion of the 600 block of West Liberty Street, pursuant to City Code 13-338. City staff is requesting feedback from you as to which side to apply the restriction. Please let us know which side impacts you the most. The purple line indicates the north side. The orange line indicates the south side. Affected properties/parcels are highlighted in cyan-blue.
**Petition to Change Parking**

Please choose which side of the 600 block of W Liberty St you would prefer to be changed to No Parking Anytime. If you are the property owner, please, find your name and provide your opinion beside it. If you do not own the property, please, find your address at the bottom (beside the name "Resident") and provide your opinion beside it. Please provide any comments or concerns in the space provided below the survey.

<table>
<thead>
<tr>
<th>PARCEL</th>
<th>SITE ADDRESS</th>
<th>OWNER’S NAME</th>
<th>MAILING ADDRESS</th>
<th>Restrict North Side</th>
<th>Restrict South Side</th>
<th>OWNER’S/RESIDENT’S SIGNATURE</th>
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<tr>
<td>006 213</td>
<td>610 W Liberty St</td>
<td>Louis R Lee</td>
<td>610 W Liberty St</td>
<td>SALISBURY</td>
<td>NC</td>
<td>28144</td>
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<tr>
<td>006 212</td>
<td>606 W Liberty St</td>
<td>Michelle F Bailey</td>
<td>606 W Liberty St</td>
<td>SALISBURY</td>
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<td>28144</td>
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<tr>
<td>006 214</td>
<td>612 W Liberty St</td>
<td>Teodoro R Varela-Cruz &amp; Walter Alberto Cruz</td>
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Comments or Concerns:

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6/2/2020 City of Salisbury
Petition to Change Parking

Please choose which side of the 600 block of W Liberty St you would prefer to be changed to No Parking Anytime. If you are the property owner, please, find your name and provide your opinion beside it. If you do not own the property, please, find your address at the bottom (beside the name “Resident”) and provide your opinion beside it. Please provide any comments or concerns in the space provided below the survey.

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Comments or Concerns: 

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6/2/2020

City of Salisbury
### Petition to Change Parking

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Comments or Concerns: Most of the houses on the North side don't have drive ways or easy access to them. If they have one, it takes a lot of time to drive all the way to the back of the house and park their cars in at night.

6/2/2020

City of Salisbury
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date: 10-06-2020

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

Name of Presenter(s): Nick Aceves

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment Appropriating Parks & Recreation Grants and Donations to the FY2020-2021 budget in the amount of $10,000 for various projects related to park flood repairs.

Description of Requested Agenda Item: The City has received a grant/donation for various projects related to park flood repairs in the amount of $10,000. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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: Adopt a Budget Ordinance amending the FY2020-2021 Budget in the General Fund $10,000 for additional revenue. (Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Nick Aceves 704-638-5299

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****
Salisbury City Council
Agenda Item Request Form

For Use in Clerk's Office Only

☐ Approved  ☐ Delayed  ☐ Declined

Reason:
AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE
DONATIONS IN GENERAL FUND FOR PARKS AND RECREATION

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

Section 1. The City would like to use donations from various projects related to park
flood repairs. NC General Statutes require that the City appropriate these revenues so that they can
be legally spent.

Section 2. That the 2020-2021 Budget Ordinance of the City of Salisbury, adopted on
June 16, 2020, is hereby amended as follows:

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

(1) Increase line item 010-000-000-482110 $10,000
    General Fund Donations

(2) Increase line item 010-501-256-525101 $10,000
    Buildings & Grounds

Section 4. That all ordinances, or parts of ordinances, in conflict with this ordinance are
hereby repealed to the extent of such conflict.

Section 5. 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: 10-06-2020

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

Name of Presenter(s): Nick Aceves

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment Appropriating Parks & Recreation Grants and Donations to the FY2020-2021 budget in the amount of $25,500 to help with expenses related to resurfacing of tennis courts and recreational education days.

Description of Requested Agenda Item: The City has received grants and donations in the amount of $25,500 to help with expenses related to resurfacing of tennis courts and recreational education days. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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: Adopt a Budget Ordinance amending the FY2020-2021 Budget in the General Fund $25,500 for additional revenue. (Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual: Nick Aceves 704-638-5299

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature  Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****
Salisbury City Council
Agenda Item Request Form

For Use in Clerk’s Office Only

☐ Approved    ☐ Delayed    ☐ Declined

Reason:
AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE
DONATIONS IN GENERAL FUND FOR PARKS AND RECREATION

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

Section 1. The City would like to use donations from various groups to help with
expenses related to resurfacing of tennis courts and recreational education days. NC General Statutes
require that the City appropriate these revenues so that they can be legally spent.

Section 2. That the 2020-2021 Budget Ordinance of the City of Salisbury, adopted on
June 16, 2020, is hereby amended as follows:

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

(1) Increase line item 010-000-000-451504 Recreation Grants & Donations $ 25,500
(2) Increase line item 010-501-256-576004 CO BLDG & GRNDS
     Increase line item 010-621-602-513105 Recreation Programs
     Total Expenses $ 25,500

Section 4. That all ordinances, or parts of ordinances, in conflict with this ordinance are
hereby repealed to the extent of such conflict.

Section 5. 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  
- [x] Staff

Requested Council Meeting Date:  
October 6, 2020

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

Name of Presenter(s):  
Hannah Jacobson, Planning Director

Requested Agenda Item:  
Council to consider adopting a Budget Ordinance Amendment to the FY 2020-2021 budget to appropriate revenue in the amount of $543,185 for the Paul Bruhn Historic Revitalization Grants Program (Special Projects).

Description of Requested Agenda Item:  
On August 28, 2020 Salisbury was awarded a Paul Bruhn Historic Revitalization grant from the National Park Service, Department of the Interior in the amount of $543,185 to aide and incentivize the rehabilitation of contributing commercial buildings in the Salisbury Historic District (i.e. Downtown). The funding is intended to be used over a three year period, with the first several months dedicated to the development of program guidelines and advertisement of an opportunity to apply. Staff anticipates draft program guidelines will be completed by November 2020, with an expected application period opening by the end of the year.

Attachments:  
- [x] Yes  
- [ ] No

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

Action Requested of Council for Agenda Item:  
Council to consider adoption of a budget ordinance amendment to the FY 2020-2021 budget to appropriate $543,185 to the Paul Bruhn Historic Revitalization Program.

Contact Information for Group or Individual:  
Hannah Jacobson, hannah.jacobson@salisburync.gov, 704-638-5230

- [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


Salisbury City Council
Agenda Item Request Form

Budget Manager Signature

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

For Use in Clerk’s Office Only

☐ Approved    ☐ Delayed    ☐ Declined

Reason:
AN ORDINANCE AMENDING THE 2020-21 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE REVENUE FROM PAUL BRUHN HISTORIC
REVITALIZATION GRANTS PROGRAM

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

Section 1. The City been awarded a $543,185 grant from the Paul Bruhn Historic Revitalization Grants Program. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2020-21 Budget Ordinance of the City of Salisbury, adopted on June 16, 2020, is hereby amended as follows:

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

(1) Increase line item 010-555-000-5450.00 $ 543,185
   Special Projects

(2) Increase line item 010-000-000-4460.01 $ 543,185
   Miscellaneous Federal Grants

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:   October 6, 2020

Name of Group(s) or Individual(s) Making Request:  Salisbury Fire Department / Chief Bob Parnell

Name of Presenter(s):  Chief Bob Parnell

Requested Agenda Item:  Approve a sole-source purchase from Spartan Fire and Emergency Apparatus for an amount not to exceed $68,230 for purchase of portable rescue tools.

Description of Requested Agenda Item:  The Salisbury Fire Department is transitioning to Holmatro hydraulic rescue tools to upgrade the quality and performance of the departments rescue tool inventory.

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:  Chief Bob Parnell

☐ 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:
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SALES TAX 7% $4,460.33

TOTAL $68,179.35

THIS ESTIMATE EXPIRES AFTER THIRTY DAYS
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  October 6, 2020

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

Name of Presenter(s):  Jason Wilson

Requested Agenda Item:  Water Treatment Plant Improvements Project CA/CO Amendment No. 1

Description of Requested Agenda Item:  City Council previously authorized the City Manager to execute an agreement with LaBella in an amount not exceed $320,000 for construction administration and construction observation (CA/CO) services associated with the Water Treatment Plant Improvements project. As construction has gotten underway, there exists a need for additional construction material testing and special inspections. SRU requests the approval of an amendment to the original agreement with LaBella to add these services through a sub-contractor at a cost not-to-exceed $20,000.

Attachments:  ☑ Yes  ☐ No

Fiscal Note:  Construction of this project is part of the recently issued 2020 Revenue Bonds and are available in the Capital Project Fund from bond proceeds.

Action Requested of Council for Agenda Item:  Council to consider authorizing the City Manager to execute Amendment No. 1 with LaBella in an amount not to exceed $20,000 for construction material testing and special inspection services associated with the Water Treatment Plant Improvements project.

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

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

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

FINANCE DEPARTMENT INFORMATION:

S. Wade Further
Finance Manager Signature

[Signature]
Department Head Signature

Anne [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
Salisbury City Council
Agenda Item Request Form

☐ Approved  ☐ Delayed  ☐ Declined

Reason:
Amendment No. 001

This is an amendment to the original contract for scope of services related to the Water Treatment Plant Improvements – Phase 1 Project, Salisbury Rowan Utilities (SRU) Project 2191241. This amendment will add the services of construction material testing and special inspections by Catawba Valley Engineering and Testing (CVET).

LaBella proposes to include the additional scope of services identified above according to the following Not-To-Exceed schedule of fees. LaBella will bill SRU on a monthly basis based on the actual costs incurred to perform the task.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Task Fee</th>
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<tbody>
<tr>
<td>900</td>
<td>Additional Services – Construction Material Testing</td>
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<tr>
<td>Total</td>
<td>Not-to-Exceed Fee</td>
<td>$20,000</td>
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</tbody>
</table>

**Newly Authorized Amount (not including previous authorization)**  
$20,000

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement as of the day and year first written above.

CITY OF SALISBURY,  
A North Carolina Municipal Corporation

By: __________________________       By: __________________________
Title: __________________________     Title: SE Regional Vice President
Date: __________________________    Date: 09.11.2020

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

________________________________________
Finance Officer
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  October 6, 2020

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

Name of Presenter(s):  Jim Behmer

Requested Agenda Item:  Yadkin River Raw Water Supply System Engineering Services

Description of Requested Agenda Item:  The City has been utilizing Black & Veatch International Company for engineering services related to the ongoing FERC and Cube Hydro correspondence regarding the implementation of a sedimentation and flooding remediation plan at the City’s raw water intakes and pump station. Black & Veatch staff have substantial historical knowledge of this ongoing process, having completed the initial Flooding and Sedimentation Protection Study in 2011. Additionally, Black & Veatch was selected by SRU as an approved firm for on-call engineering services in April 2019.

In addition to continued engineering assistance related to FERC and Cube Hydro, SRU proposes that Black & Veatch initiate the preliminary engineering and environmental permitting for the relocation of the raw water intake and pump station. As such, SRU requests to utilize budgeted FY21 funding to contract with Black & Veatch for an amount not to exceed $250,000.

Attachments:  □ Yes  □ No

Fiscal Note:  The FY21 budget includes sufficient funds in professional services.

Action Requested of Council for Agenda Item:  Council to consider authorizing the City Manager to execute Agreement with Black & Veatch International Company for an amount not to exceed $250,000 for engineering services associated with the Yadkin River Raw Water Supply System.

Contact Information for Group or Individual:  Jim Behmer, Utilities Director
704-638-5202, jbehm@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

S. Watlee Futch
Finance Manager Signature

Jim O. Behm
Department Head Signature

Anna Bemgen
Budget Manager Signature
Salisbury City Council
Agenda Item Request Form

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

For Use in Clerk’s Office Only

☐ Approved  ☐ Delayed  ☐ Declined

Reason:
AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this ___ day of ______________ 20___ (“Effective Date”), by and between the CITY OF SALISBURY, a North Carolina municipal corporation whose principal address is 132 N. Main Street, Salisbury, NC 28144 (sometimes referred to as the “City”), and BLACK & VEATCH INTERNATIONAL COMPANY, whose principal address is 10715 David Taylor Drive, Suite 240, Charlotte, NC 28262 (sometimes referred to as the “Engineer”) (collectively, the “Parties”).

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

1. **Obligations of Engineer.**
   1.1 **Services.** The Engineer agrees to provide all of those professional services described in Exhibit A, which is attached hereto and incorporated by reference. The Engineer shall provide said Services for specific project(s) as directed by the City (the “Project(s)”).
   1.2 **Additional obligations.** In providing the Services, the Engineer shall also:
      1.2.1 Serve as the City's design professional for the Project(s);
      1.2.2 Furnish professional consultation and advice and furnish customary civil, structural, and environmental engineering services incidental to the Project(s);
      1.2.3 Consult with the City to clarify and define the City's requirements;
      1.2.4 Obtain information, conduct investigations, and undertake other reasonable efforts necessary for the Engineer to become familiar with the purpose of each Project and to carry out the Engineer's responsibilities under this Agreement; and
      1.2.5 Identify and analyze any requirements of governmental authorities having jurisdiction over the Project(s) and assist the City in obtaining required approval from such authorities.

2. **Obligations of City.**
   2.1 **Compensation.** Engineer shall be compensated pursuant to the fee schedule established in Exhibit A. The Engineer’s fee shall not exceed $250,000.00. Any change to the fee schedule or amount paid to the Engineer is not effective unless it is in writing and signed by the Parties.
   2.2 **Items to be furnished by the City.** At the request of the Engineer and in connection with providing the Services, the City will furnish documents and plans in its possession for each project.

3. **Invoices and Accounting.**
   3.1 **Invoices.** The Engineer shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Engineer within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to CITY OF SALISBURY, ACCOUNTS PAYABLE, 132 N MAIN ST, SALISBURY, NC 28144 or FINANCEAP@SALISBURYNC.GOV, for review and approval.
   3.2 **Accounting and Auditing.** The Engineer shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to this Agreement. The Engineer 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. The Engineer shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. Engineer 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 the Engineer accessed during an audit conducted under this Agreement.

4. **Term.** This Agreement shall be effective from the date written above until the completion of the Project(s) unless sooner terminated as provided herein or extended by a written instrument signed by both Parties. Time is of the essence and the Engineer shall begin work immediately following the execution of this Agreement. All services shall be completed in accordance with the project schedule agreed to by the Parties.

5. **Termination.**

5.1 **Termination for Convenience.** The City may terminate this Agreement for any reason by giving written notice of termination to the Engineer at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the City shall pay the Engineer for Services rendered prior to the effective date of termination.

5.2 **Termination for Default.** By giving written notice, either Party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

5.2.1 The other Party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting Party cures such default (if the default is susceptible to cure) within ten (10) days of receipt of written notice of default from the other Party.

5.2.2 The Engineer takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

5.3 **Additional Grounds for Termination by the City.** The City may terminate this Agreement immediately by written notice to the Engineer upon the occurrence of one or more of the following events, each of which shall also constitute a non-exclusive Event of Default:

5.3.1 The Engineer makes or allows to be made any material written misrepresentation or provides any materially misleading information in connection with this Agreement, the Engineer’s Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement;

5.3.2 The Engineer ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties; or
5.3.3 There is a change in “Control” of the Engineer (as defined below). In such case the Engineer shall notify the City within ten (10) days of the occurrence of a change in Control. As used in this Agreement, the term “Control” shall mean the possession, direct or indirect, of either: 1) The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Engineer; or 2) the power to direct or cause the direction of the management and policies of the Engineer whether through the ownership of voting securities, by contract or otherwise.

5.4 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, the Engineer shall promptly provide or return to the City:

5.4.1 All Deliverables, in whatever form;

5.4.2 Documentation showing the percentage of completion of matters covered by this Agreement and setting forth progress in developing the Deliverables to the date of termination; and

5.4.3 All equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

5.5 Post-Termination Assistance. Upon the written request of the City, the Engineer agrees to provide reasonable assistance and cooperation to the City and its contractors for a period of up to twelve (12) months after expiration or termination of this Agreement at its then-current rates.

5.6 No Effect on Taxes, Fees, Charges, or Reports. Any termination of this Agreement shall not relieve the Engineer of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Engineer of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, nor relieve the Engineer from any claim for damages previously accrued or then accruing against the Engineer.

5.7 Substitute Performance. In the event the Engineer fails to perform any part of the Services within the time frame set forth in this Agreement without good cause, then, without limiting any other remedies available to the City, the City may take either or both of the following actions:

5.7.1 Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Engineer is again able to carry out operations under this Agreement; or

5.7.2 Deduct any and all operating expenses incurred by the City from any money then due or to become due the Engineer and, should the City’s cost of continuing the operation exceed the amount due the Engineer, collect the amount due from the Engineer.

5.8 Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the City for any reason, the Engineer shall upon the effective date of termination (unless the City’s notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are chargeable to this Agreement. As soon as reasonable after receipt of notice of termination, the Engineer shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.
Authority to Terminate. The City Manager, or his designee, will have authority to terminate this Agreement on behalf of the City.

6. **Engineer's Personnel.** The personnel listed in the Engineer’s Statement of Qualifications shall be assigned to the Project until completion. No changes in Engineer’s key personnel shall be made without prior written notice to and consent of the City, which consent shall not be unreasonably withheld.

6.1 **Non-Discrimination.** The City is committed to promoting equal opportunities for all and to eliminating unlawful discrimination in all forms. For purposes of this section, unlawful discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability, or other unlawful form of discrimination. Without limiting the foregoing, unlawful discrimination also includes retaliating against any person, business or other entity for reporting any incident of unlawful discrimination. As a condition of entering into this Agreement, the Engineer represents, warrants, and agrees that it does not and will not engage in or condone unlawful discrimination. Without limiting any rights the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

For purposes of this section, the Engineer’s employees shall include employees of any subconsultant. The Engineer's employees who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, nametags, or identification cards. The Engineer shall assure that its employees serve the public in a courteous, helpful, and impartial manner. The City will not tolerate or condone discrimination or acts of harassment based upon race, sex, religion, national origin, color, age or disability. Violation of this policy constitutes grounds for the City to terminate this Agreement.

6.2 **Documentation.** As a condition of entering into this Agreement, the Engineer agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment, and payment of contractors or subcontractors/sub-engineers in connection with this Agreement; and (b) if requested, provide to the City within sixty (60) days after request a truthful and complete list of the names of all contractors, subcontractors, vendors, and suppliers that the Engineer has used on City contracts in the past five (5) years, including the total dollar amount paid by the Engineer pursuant to each subcontract or supply contract.

7. **Points of Contact; Notification.**

7.1 **City's Point of Contact.** The City will designate a Project Manager who is authorized to act on the City’s behalf with respect to the Project, except as otherwise limited by this Agreement. The Project Manager will examine the documents submitted by the Engineer and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Engineer's Services. The Project Manager will coordinate all communication between the Engineer and the City unless otherwise specified in writing. The Engineer shall contact the Project Manager prior to all meetings involving City personnel.
The City’s Point of Contact and Project Manager is:

Name/Title: Jason H. Wilson, P.E./Assistant Utilities Director
Address: 1 Water Street
City/State: Salisbury, NC 28144
Phone: 704-216-7533
Email: jason.wilson@salisburync.gov

7.2 Engineer’s Point of Contact. The Engineer shall also appoint a Point of Contact, whose duties for each Project include, but are not limited to, the following:

7.2.1 Coordinating Services with the City;
7.2.2 Providing consultation and advice to the City on matters related to the Services;
7.2.3 Acting as the Engineer’s representative for all aspects of contract administration, including invoicing for Services and status reporting;
7.2.4 Facilitating meetings and conferences between the City and the Engineer’s staff when scheduled or requested by the City;
7.2.5 Communicating among and between the City and the Engineer’s staff;
7.2.6 Promptly responding to the City’s Project Manager when consulted with respect to Service deviation and necessary documentation;
7.2.7 Identifying and providing the City with written notice immediately after the Engineer becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement; and
7.2.8 Ensuring that adequate quality assurance procedures are in place for the performance of Services.

The Engineer’s Point of Contact is

Name/Title: Jeffrey D. Coggins, PE/Associate Vice President
Address: 10715 David Taylor Drive, Suite 240
City/State: Charlotte, NC 28262
Phone: (704)968-6640
Email: cogginsjd@bv.com

8. Legal Notices. Any notice, consent, or other formal communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below:

For the City: For the Engineer
City of Salisbury Black & Veatch International Company
Financial Services Associate Vice President
Attn: Gayla H Long Attn: Jeffrey D. Coggins, PE
Phone: 704-638-5305 Phone: (704)968-6640
Fax: 704-638-8430 Fax: (704)548-8640
Email: glong@salisburync.gov Email: cogginsjd@bv.com
9. **Insurance.**

9.1 **Amount and Type.** The Engineer shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

9.1.1 **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

9.1.2 **Commercial General Liability.** Bodily injury and property damage liability as shall protect the Engineer and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Engineer, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.

9.1.3 **Workers’ Compensation.** The Engineer shall provide Workers’ Compensation Insurance in the required statutory amount for all employees participating in the provision of services under this Agreement.

9.1.4 **Professional Liability.** In an amount of not less than $1,000,000 each claim and $1,000,000 aggregate.

9.2 **Deductibles.** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Engineer and/or subconsultant providing such insurance.

9.3 **Certificates of Insurance.** The “City of Salisbury, a North Carolina municipal corporation” shall be named as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given 30-day written notice of any intent to reduce
coverage in any manner or to any extent, or to terminate by either the insured or the
insuring company.

9.4 **Insurance requirements applicable to subcontractors.** If any of the Services under this
Agreement are sublet, the subconsultant shall be required to meet all insurance
requirements as set forth in this Agreement. Nothing contained herein shall relieve the
Engineer from meeting all insurance requirements or otherwise being responsible for
the subconsultant.

10. **Ownership and Use of Work Product.**

10.1 The City shall maintain ownership of all documents, reports, specifications, designs,
developments, computations, and other materials prepared, obtained, or delivered
under the terms of this Agreement (collectively the “Deliverables”). The City may use,
transfer, copy, and distribute the Deliverables without restriction or limitation. The
City accepts responsibility for any changes made by the City to these Deliverables after
final submittal by the Engineer.

10.2 The City acknowledges that the Deliverables are instruments of professional service.
The City acknowledges and agrees that the Engineer may retain one copy of each
Deliverable and use the Deliverable solely for its internal general reference.

11. **Covenants and Representations.**

11.1 The Engineer covenants and represents that it shall exercise a customary degree of care
and diligence in performing all services under this Agreement. The Engineer shall
render services under this Agreement in accordance with the customary professional
standards prevailing in the region.

11.2 The Engineer covenants and represents that (i) the Services performed by it under this
Agreement do not violate any agreements with third parties or any third party rights
in any patent, trademark, copyright, trade secret, or similar right, (ii) that the Services
performed under this Agreement shall be performed in a professional manner and by
qualified staff and shall satisfy the requirements set forth in this Agreement, and (iii)
that it has sufficient expertise and resources to perform under this Agreement.

11.3 Engineer certifies that it is not delinquent on any taxes, fees, or other debt owed by
Engineer to City. Engineer covenants and agrees to remain current on any taxes, fees,
or other debt owed by Engineer to City during the Term of this Agreement.

11.4 The Engineer further represents and covenants that:

11.4.1 It is validly existing and in good standing under the laws of North Carolina;

11.4.2 It has all the requisite power and/or authority to execute, deliver and perform its
obligations under this Agreement;

11.4.3 The execution, delivery, and performance of this Agreement have been duly
authorized by the Engineer;

11.4.4 No approval, authorization, or consent of any governmental or regulatory authority
is required to be obtained or made by it in order for it to enter into and perform its
obligations under this Agreement; and

11.4.5 In connection with its obligations under this Agreement, it shall comply with all
applicable federal, state, and local laws and regulations and shall obtain all
applicable permits and licenses.

11.4.6 Any defective designs, specifications, plats, or surveys furnished by the Engineer
and any failure of any services performed by the Engineer to comply with any
requirements set forth in this Agreement shall be promptly corrected by the Engineer at no cost to the City. The City’s approval, acceptance, use of, or payment for all or any part of the Engineer’s Services or of the Project itself in no way alter the Engineer’s obligations or the City’s rights under this Agreement.

11.4.7 Engineer shall not at any time supervise, direct, or have control over any contractor’s work performed pursuant to a contract between the contractor and the City, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

11.4.8 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between the City and such contractor.

11.4.9 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by the City without consultation and advice of Engineer.

12. **Indemnification.**

12.1 To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the City and the City’s officers, agents, and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys’ fees and costs of defense actually incurred by the City) that are proximately caused by:

12.1.1 Any negligent act(s), error(s) or omission(s) or willful misconduct by the Engineer or any of its agents, employees, or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; and

12.1.2 Any claims by any persons or entities supplying labor or material to the Engineer in connection with the performance of the Engineer’s obligations under this Agreement.

13. **Compliance with Applicable Laws.**

13.1 **Generally.** The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the “Regulations”) the Engineer is unable to comply with such Regulations, the Engineer shall exercise usual and customary professional care in the in complying with such conflicting Regulations.

13.2 **Employment laws.** The Engineer further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws include, but shall not be limited to, Workers’ Compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all
Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

13.3 **Iran Divestment Act.** Engineer certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. § 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (N.C. Gen. Stat. § 143C-6A-6(a).) It is the Engineer's responsibility to monitor its compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

13.4 **Divestment from Companies that Boycott Israel.** Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N. C. Gen. Stat. § 147-86.82. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

13.5 **E-Verify.** As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Engineer provides the Services to the City utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Engineer shall verify, by affidavit, compliance of the terms of this section upon request by the City.

13.6 **Work product compliance.** Engineer will ensure that all work products are in compliance with all applicable laws, regulations, grant obligations, and assurances, orders, circulars, criteria, or other related documents that may apply to the City.

13.7 **Minority Business Efforts.** The City Council has set forth goals and good faith efforts to promote the utilization of minority businesses in City contracts by establishing a minority business program. The City encourages all minority businesses to participate in the bidding process.

14. **Miscellaneous Provisions.**

14.1 **Relationship of the Parties.** The relationship of the Parties established by this Agreement is solely that of an independent contractor, and nothing contained in this Agreement shall be construed to (i) give any Party the power to direct or control the day-to-day activities of the other; or (ii) constitute such Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) make either Party an agent of the other for any purpose whatsoever. Neither Party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other, unless expressly authorized in writing by the City for the performance of specific tasks by the Engineer.

14.2 **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (prior agreements), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 **Amendments in Writing.** No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
14.4 **Governing Law and Jurisdiction.** The Parties acknowledge that this Agreement is made and entered into in Salisbury, Rowan County, North Carolina. The Parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement.

14.5 **Binding Nature and Assignment.** This Agreement shall bind the Parties and their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party. Any assignment attempted without the written consent of the other Part shall be void.

14.6 **Delays and Extensions.** Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual written consent of the Parties involved.

14.7 **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligation pursuant to the Agreement, and such failure or delay shall not be deemed a default of the Agreement or grounds for termination hereunder, if all of the following conditions are satisfied:

14.7.1 Such failure or delay could not have been prevented by reasonable precautions;

14.7.2 Such failure or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans, or other means; and

14.7.3 To the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

14.7.4 An event which satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event.” Upon the occurrence of a Force Majeure Event, the affected Party shall be excused from any further performance of those of its obligations, which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected Party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible.

14.7.5 Upon the occurrence of a Force Majeure Event, the affected Party shall promptly give the other Party actual notice, either in writing with an acknowledgement of receipt or by completed telephone call to be confirmed by written notice within five (5) days of the inception of the failure or delay of the occurrence of a Force Majeure Event, which notice shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Engineer from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Agreement by written notice to the Engineer.

14.7.6 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Engineer or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision.

14.8 **Severability.** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed
amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.9 Approvals in writing. All approvals or consents required under this Agreement must be in writing. Electronic documents shall have the same validity as physical documents.

14.10 Waiver. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either Party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party waiving the rights.

14.11 Taxes. Engineer shall pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.

14.12 City Not Liable for Delays. Except as expressly provided in this Agreement, the City shall not be liable to the Engineer, its agents, representatives, or subconsultants for or on account of any stoppages or delay in the performance of any obligations of the City.

14.13 Survival of Provisions. All express representations and indemnifications included in this Agreement will survive its completion or termination. Those sections of this Agreement including Exhibits that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

14.14 Endorsement of Documents. The Engineer shall sign and seal, or shall cause to be signed and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Engineer under this Agreement.

14.15 Reliance on City-Furnished Information. In response to reasonable requests by the Engineer, the City will endeavor to provide to the Engineer all information in the possession of the City of Salisbury reasonably related to the Services. Except as otherwise expressly stated herein, the Engineer may reasonably rely upon the accuracy, timeliness, and completeness of such information provided by the City, unless the Engineer knew or should have known that such information was not timely, accurate or complete.

14.16 Access to Facilities. The City will make its facilities reasonably accessible to the Engineer as required for the Engineer's performance of its Services under this Agreement.

14.17 Advertisements, Permits, and Access. Except as expressly stated herein, the City will obtain, arrange, and pay for all advertisements for bids, permits, and licenses required by applicable law, and all real property, easements, and access thereto necessary for the Engineer to perform its services under this Agreement.

14.18 Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the City Council of the City of Salisbury. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

14.19 Exhibits. The following documents, if any, are attached to this Agreement and incorporated by reference herein:
14.20 **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.”
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement as of the day and year first written above.

CITY OF SALISBURY,
A North Carolina
Municipal Corporation

By: __________________________
Title: ________________________
Date: ________________________

ENGINEER
Black & Veatch International Company

By: __________________________
Title: _________________________
Date: _________________________

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

________________________________________
Deputy Finance Officer
EXHIBIT A
SCOPE OF SERVICES

Owner: Salisbury-Rowan Utilities (SRU)
Project: Yadkin River Raw Water Supply System Assistance

PROJECT DESCRIPTION

The scope of services provides for the following services to be provided by ENGINEER:

1. Continued engineering assistance related to Cube Hydro Carolinas, LLC (a wholly owned subsidiary of Cube Hydro Partners, LLC) and the Flooding and Sedimentation Protection Study (B&V 2011).

2. Initial steps in the preliminary engineering and environmental permitting for the relocation of the Yadkin River Raw Water Pump Station (RWPS).

3. Other services as requested by OWNER in support of the raw water supply system including, but not limited to, alternatives evaluations for accessing the facilities, construction sequencing for modifications to the existing facilities, and flood response planning for short-term loss and for catastrophic damage to the existing facilities.

The scope of services for detailed design, bidding, construction administration and inspection services for the modifications to the existing raw water supply facilities or the relocation of these facilities are not included herein and are anticipated to be contracted later as an amendment to this Agreement.

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer an amount not to exceed $250,000.00 without further authorization based upon the attached Billable Hourly Rate Schedule, plus reimbursable expenses.
# BILLABLE HOURLY RATE SCHEDULE

## YEAR 2020

<table>
<thead>
<tr>
<th>Classification</th>
<th>2020 Billing Rates, $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principle/Project Director</td>
<td>275</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>235</td>
</tr>
<tr>
<td>Project Manager</td>
<td>215</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td>205</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>180</td>
</tr>
<tr>
<td>Technical/Process Specialist</td>
<td>205</td>
</tr>
<tr>
<td>Lead Design Engineer</td>
<td>170</td>
</tr>
<tr>
<td>Civil Engineer 04</td>
<td>150</td>
</tr>
<tr>
<td>Civil Engineer 03</td>
<td>145</td>
</tr>
<tr>
<td>Civil Engineer 02</td>
<td>135</td>
</tr>
<tr>
<td>Civil Engineer 01</td>
<td>125</td>
</tr>
<tr>
<td>Electrical Specialist</td>
<td>190</td>
</tr>
<tr>
<td>Cost Estimator</td>
<td>185</td>
</tr>
<tr>
<td>BIM Coordinator</td>
<td>145</td>
</tr>
<tr>
<td>Senior BIM/CAD Technician</td>
<td>120</td>
</tr>
<tr>
<td>CAD Graphics Technician</td>
<td>105</td>
</tr>
<tr>
<td>CAD Drafter</td>
<td>90</td>
</tr>
<tr>
<td>Office Administrator</td>
<td>98</td>
</tr>
<tr>
<td>Secretary</td>
<td>75</td>
</tr>
<tr>
<td>Clerical</td>
<td>55</td>
</tr>
</tbody>
</table>

All rates shall be subject annual adjustment on January 1 of each year.

The billable hourly rates include computer, telephone, miscellaneous copying, postage, and subsistence.
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  October 6, 2020

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

Name of Presenter(s):  Jason Wilson

Requested Agenda Item:  Water Storage Tank Condition Assessment & Improvement Program

Description of Requested Agenda Item:  For the past nineteen years, SRU has relied on a maintenance contract with a corrosion prevention/remediation contractor for upkeep of its 15 potable water storage tanks. Upon review of the results of this program and its goals, SRU desires to migrate to an asset-focused condition assessment and improvement plan for its tanks. SRU believes this approach will more consistently align with a vision for maintaining the condition, operability and control over water storage assets. SRU has engaged Highfill Infrastructure Engineering, P.C. to assist in developing and implementing a Water Storage Tank Condition Assessment and Improvement Program. This program will include ongoing periodic cleaning and condition assessments to ensure that each tank’s maintenance, repair and rehabilitation schedule is optimized to the specific needs of that asset. Highfill was previously selected by SRU as an approved firm for on-call engineering services. As such, SRU requests to utilize budgeted FY21 funding to contract with Highfill in the amount of $101,000 for the development and implementation of the Water Storage Tank Condition Assessment and Improvement Program.

Attachments:  □Yes  □No

Fiscal Note:  The FY21 budget includes sufficient funds in contracted services.

Action Requested of Council for Agenda Item:  Council to consider authorizing the City Manager to execute an agreement with Highfill Infrastructure Engineering, P.C. in the amount of $101,000 for engineering services related to the development and implementation of the Water Storage Tank Condition Assessment and Improvement Program.

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

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

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

FINANCE DEPARTMENT INFORMATION:

S. Wade Furches
Finance Manager Signature

Jim Behn
Department Head Signature

Anna
Budget Manager Signature
Salisbury City Council
Agenda Item Request Form

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

For Use in Clerk’s Office Only

☐ Approved  ☐ Delayed  ☐ Declined

Reason:

Pursuant to the attached Terms and Conditions, which are incorporated herein by reference, ENGINEER agrees to diligently and professionally perform professional services described in this Agreement for the proper completion of the Scope of Services. ENGINEER shall faithfully perform the Services required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement and any Work Authorization. CLIENT agrees to pay for the Services performed by ENGINEER in accordance with this Agreement.

BACKGROUND:
For the past nineteen years, Salisbury-Rowan Utilities (SRU) has relied on a maintenance contract with a corrosion prevention/remediation contractor for upkeep of its 15 potable water storage tanks. Upon review of the results of this program and its goals, SRU has made the decision to migrate to an asset-focused condition assessment and tank improvement plan for its tanks. SRU believes this approach will more consistently align with their vision for maintaining the condition, operability, and control over their water storage assets. SRU has engaged with Highfill Infrastructure Engineering, PC (HIGHFILL) to assist in developing and implementing a Water Storage Tank Condition Assessment and Improvement Program (Water Tank CAIP). The Water Tank CAIP will include ongoing periodic cleaning and condition assessment to ensure that each tank’s maintenance, repair, and rehabilitation schedule is optimized to the specific needs of that asset.

SCOPE OF SERVICES:
ENGINEER will perform the following Basic Services upon Authorization:

**Task 10 – Visual Assessments and CAIP Development:**
1. The tanks included in the Project Scope are listed in Table A-1 below.

<table>
<thead>
<tr>
<th>Tank Name</th>
<th>Capacity (MG)</th>
<th>Year Erected, Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Tank at Water Plant</td>
<td>1,000,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Morlan Park Rd</td>
<td>750,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Highway 601 @ Jake Alexander Blvd</td>
<td>750,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Old Concord Rd</td>
<td>750,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Long Ferry Road</td>
<td>500,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Hill Street (Granite Quarry)</td>
<td>500,000</td>
<td>Ground</td>
</tr>
<tr>
<td>Highway 70 near Cleveland</td>
<td>500,000</td>
<td>Elevated</td>
</tr>
</tbody>
</table>
Table B-1 Cont’d.

<table>
<thead>
<tr>
<th>Location</th>
<th>Capacity</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highway 29 @ Grace Church Rd</td>
<td>300,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Viscount Rd. (Rockwell)</td>
<td>300,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Ross Street</td>
<td>200,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Fulton Street @ Main Street</td>
<td>250,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Hitachi</td>
<td>200,000</td>
<td>Ground</td>
</tr>
<tr>
<td>Rockwell Town Hall</td>
<td>130,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Salisbury Street (China Grove)</td>
<td>75,000</td>
<td>Elevated</td>
</tr>
<tr>
<td>Backwash Tank at Water Plant</td>
<td>150,000</td>
<td>Elevated</td>
</tr>
</tbody>
</table>

2. Development of the Initial Water Tank CAIP, which includes the following:
   a. Hold a kickoff meeting with key project personnel to review the project scope, coordinate the schedule for initial fieldwork, and reinforce lines of communication. Distribute a meeting summary to all attendees.
   b. Receive from SRU and review available record drawings and maintenance records for the past five years for the 15 tanks listed in Table A-1.
   c. Conduct an initial visual assessment of exposed exterior surfaces, accessible interior dry surfaces, and visible interior wet surfaces of the tanks listed in Table A-1. Interior observations will be conducted from the roof manways, with no need for tank draining, cleaning or disinfection. These limited visual evaluations are known as Level 1 Visual Assessments. Visual assessment will also include general recommendations for repair of apparent safety hazards and coating system issues.
   d. Provide a concise technical memorandum (TM) to convey findings to SRU. The TM will present a summary of the visual observations, including photo documentation when appropriate, along with a priority ranking list recommending the order for conducting full condition assessments. This TM will serve as the initial Water Tank CAIP and will include specific recommendations for how frequently each tank should be cleaned and assessed. As the condition assessments proceed, appropriate adjustments to the recommendations will be made according to the findings.
   e. Hold a meeting with key project personnel to review the TM and determine the schedule for each tank to proceed with washout inspections and more detailed condition assessments.

Clarifications and Assumptions
1. SRU will provide available record drawings for each tank prior to commencement of fieldwork.
2. Any services not specifically provided for in the above Basic Services will be considered Additional Services.
3. No survey, design, or rehabilitation work is included in the current scope.
4. All observation and condition assessment work will be conducted by, or under the direct supervision of, a Certified Coating Inspector (NACE Level II or III).

**Task 11 – Initial Structural and Grounding Analyses:**

1. HIGHFILL subconsultant Tower Engineering Professionals (TEP) will perform a structural analysis of two tanks – the main tank at the water plant and the Highway 29 @ Grace Church Road tank per the applicable AWWA, ASCE and TIA standards and provide a summary of findings for each tank. The structural analyses will assume each tank foundation to have the bearing properties indicated in the manufacturer’s drawings. No foundation structural analysis is included in the current scope. Structural analysis will identify inadequate communication equipment attachments.
   a. TEP will perform the structural and equipment mapping of each elevated tank required for their structural analyses.
      i. In 2019, TEP performed mapping of the Highway 29 @ Grace Church Road tank for a cellular equipment evaluation. The information gathered for that work will be sufficient for the structural analysis. Therefore, the current scope includes structural and equipment mapping for only the main tank at the water plant.
   b. Design of new attachments is not included in current scope.
2. TEP will also provide a grounding analysis for each of the 13 elevated tanks in Table A-1 above. Grounding analysis will include mapping and evaluation of the existing grounding equipment per NFPA standards.
3. HIGHFILL will coordinate all work of TEP and will convey the summaries of findings to SRU.
4. HIGHFILL will be available for one meeting to review all of the findings with SRU.

**Clarifications and Assumptions**

1. This structural assessment work will be completed after completion of the Level 1 visual inspections for the tanks as described in Task 10.
2. The summary reports from TEP will serve as SRU’s record of the results. HIGHFILL will coordinate the work and answer questions, but no summary TM or PER by HIGHFILL is included in the current scope. If either of the tanks fails to pass the structural analysis, additional analyses and planning may be required. Such additional analyses and planning are not currently included but can be added as Additional Services, if needed.
SCHEDULE:

Work schedule will progress sequentially as follows after receipt of record drawings:

- Visual Assessments: 45 days
- CAIP Development (deliver TM): 45 days
- Initial Structural Analyses: 60 days

ENGINEER shall endeavor to complete work tasks in accordance with the above schedule. CLIENT acknowledges that certain aspects of the project, including receipt of information from CLIENT, are outside the ENGINEER’S direct control and may impact schedule significantly.

COMPENSATION:

ENGINEER will perform services described in Tasks 10 and 11 above for a Lump Sum amount of $101,000. The budget was established based on the following breakdown of manpower and expenses.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Labor</th>
<th>Subcontractors and Expenses</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 10 – Visual Assessments and CAIP Development</td>
<td>270 hours</td>
<td>$22,500</td>
<td>$57,900</td>
</tr>
<tr>
<td>Task 11 – Initial Structural and Grounding Analyses</td>
<td>66 hours</td>
<td>$36,300</td>
<td>$43,100</td>
</tr>
</tbody>
</table>

Total compensation for the Scope of Services described above will, therefore, not exceed $101,000.00 without prior written notice. Additional Services, if needed, will be completed on a time and materials or lump sum basis as agreed by both parties prior to commencement of Additional Services.
IN WITNESS WHEREOF, the CLIENT and the ENGINEER have executed this Agreement as of the date written below and under the laws of the State of North Carolina.

**CLIENT:** Salisbury-Rowan Utilities

By: 

______________________________

______________________________

Title: 

______________________________

Date: 

______________________________

Address 

1 Water Street
Salisbury, NC 28114

Phone 

704-216-7553

**ENGINEER:** Highfill Infrastructure Engineering, P.C.

By: J. Ray Cox, P.E.

______________________________

Title: Vice President

______________________________

Date: September 11, 2020

Address 

3804 Park Ave, Suite A
Wilmington, NC 28403

Phone 

910-233-8095
TERMS AND CONDITIONS

1. Changes in the Work. At any time after execution of this Agreement, CLIENT may order changes in ENGINEER Services consisting of additions, deletions, and revisions within the general scope of services being performed by ENGINEER under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if CLIENT has notified ENGINEER of a change, ENGINEER shall submit to CLIENT a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing of this Agreement. CLIENT shall then confirm in writing that it has approved of the proposed changes to ENGINEER Services and that ENGINEER is authorized to proceed forward with the same. Except as specifically set forth herein, neither this Agreement or these Terms and Conditions may be modified, except as agreed to in writing by both Parties to the Agreement.

2. Termination of Agreement. Either Party may terminate this Agreement and any associated Work Authorizations without cause and/or for convenience after giving five (5) days’ written notice to the other Party. In the event CLIENT terminates ENGINEER services without cause and/or for CLIENT’S convenience, CLIENT shall be liable to promptly pay ENGINEER for all work performed through the date of termination, all of ENGINEER expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by ENGINEER in terminating any contracts entered into in connection with the performance of its Services.

3. Standard of Care; Limited Warranty. The standard of care for all professional services performed or furnished under this Agreement will be the care and skill used by members of ENGINEER’s profession practicing under similar circumstances at the same time and in the same locality. ENGINEER agrees to correct, at its own expense, any services provided that do not conform to the standard of care hereunder for a period of one year following the completion of services. Except as set forth herein, ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER’s services, and ENGINEER hereby disclaims any and all express or implied warranties, including but not limited to the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of workmanlike construction, to the fullest extent permitted by law.

4. Use of Documents. It is understood and agreed that all documents prepared pursuant to this Agreement are the product of professional services intended for one-time use in the Project that is the subject of this Agreement. Such documents are and shall remain the property of ENGINEER, and they are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the Project or on any other project. With ENGINEER’S consent, the CLIENT may retain copies for information and reference in connection with the occupancy and use of the Project. In the event Project documents provided to the CLIENT in machine-readable form are so converted, or in the event of any re-use without written verification or adaptation by ENGINEER for the specific purposes intended, the CLIENT agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify ENGINEER from and against all claims, liabilities, losses, damages and costs arising out of or resulting from said unauthorized use. Any written verification or adaptation authorized or performed by ENGINEER will entitle ENGINEER to additional compensation at rates to be agreed upon by ENGINEER and the CLIENT.

5. Hazardous Materials. To the fullest extent permitted by law, for any services provided by ENGINEER involving or relating to hazardous waste elements or to the removal or encapsulation of asbestos, the CLIENT agrees to indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to hazardous waste or asbestos activities.

6. Use of Electronic Media. Copies of documents that may be relied upon by CLIENT are limited to the final printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format or text, data, graphics or other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusions or information obtained or derived from such electronic media format will be at the user’s sole risk. When transferring documents in electronic format, ENGINEER makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of the assignment.

7. Limitation of Liability. The total liability, in the aggregate, of ENGINEER and its directors, officers, or employees, and any of them, to CLIENT or anyone claiming by, under or through the CLIENT for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to ENGINEER Services, shall be limited to $500,000 or the total fees paid to ENGINEER by CLIENT, whichever is greater. In no event, however, shall any liability to CLIENT exceed the amount of applicable insurance that ENGINEER has procured for services under this Agreement.

Engineering is our profession. Service is our passion.
8. Payment Terms. ENGINEER shall invoice CLIENT for Services in accordance with ENGINEER standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds. If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of invoice, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from accounts not paid within thirty (30) days.

If CLIENT reasonably objects to any portion of an invoice, CLIENT shall provide written notification to ENGINEER of CLIENT'S objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice. CLIENT shall not offset amounts due ENGINEER under a Work Authorization for any credit or disputes arising under a different Work Authorization. CLIENT shall waive any objections to ENGINEER invoice if it fails to timely provide such written notice to ENGINEER.

Failure of CLIENT to make payments when due shall be cause for termination of this Agreement (in accordance with Paragraph 2, above) or, at the option of ENGINEER, suspension of services under this Agreement until ENGINEER has been paid all amounts due.

In the event of litigation or other proceeding to enforce any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys’ fees and costs as may be reasonably incurred by reason of the litigation.

9. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the ENGINEER.

10. ENGINEER’S Personnel at Construction Site. The presence or duties of ENGINEER’S personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER’S personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. ENGINEER and ENGINEER’S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the ENGINEER’S own personnel.

The presence of ENGINEER’S personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor’s failure to perform their work in accordance with the Contract Documents.

11. Opinion of Probable Construction Costs. ENGINEER’S opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. ENGINEER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates.

12. Delays Beyond the Control of the ENGINEER. Events that are beyond the control of the ENGINEER may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by the ENGINEER is delayed beyond his control, the ENGINEER shall notify the CLIENT in writing of such delay and the reasons therefore, and the CLIENT extend the time of performance appropriately.
13. CLIENT’S Responsibilities and Representations:

a. **Representative:** The CLIENT shall designate a single representative with respect to the services to be rendered under this Agreement who shall act on behalf of the CLIENT and issue instructions to the ENGINEER.

b. **Criteria and Information:** The CLIENT shall provide all criteria and full information as to its requirements for the Project, including objectives, constraints, projected demands and service areas, well and water quality data and performance requirements.

c. **Access:** The CLIENT shall arrange access for the ENGINEER to all public and private properties where such access is required for the performance of services under this Agreement.

d. **Reviews:** The CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time as not to delay the services of the ENGINEER.

e. **Permitting Fees:** The CLIENT shall be responsible for payment of all required regulatory application fees, and those fees are not included in this Agreement unless specifically stated otherwise.

14. Permitting. The ENGINEER cannot guarantee any regulatory approval or a timeframe in which that approval might be granted. The CLIENT should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule and scope of work. No such delays are currently anticipated, but should any materialize, the ENGINEER will present to the CLIENT alternatives for addressing the matter causing the delay.

15. Mutual Indemnity. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify the other Party and the other Party’s officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorney’s fees and expenses recoverable under applicable law, but only to the extent that they are caused by a negligent act, error, or omission of the indemnifying Party or any of the indemnifying Party’s officers, directors, members, partners, agents, employees, or subconsultants in the performance of professional services under this Agreement.

16. Mutual Waiver of CONSEQUENTIAL DAMAGES. Neither the CLIENT nor the ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, related to, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages, related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.

17. Authorization by Purchase Order: Purchase Order terms are not consistent with these Terms and Conditions. If CLIENT issues a Purchase Order for authorization of services, it is hereby understood that the Terms and Conditions herein shall replace any Terms and Conditions contained in or attached to the Purchase Order.

18. Dispute Resolution. Except as indicated herein, CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to the Agreement to mediation in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Actions. Any such disputes not resolved by mediation shall be submitted to arbitration in accordance with the North Carolina Revised Uniform Arbitration Act (N.C.G.S. § 1-569.1 et seq).

19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of North Carolina and the venue for any civil action between the parties shall be located in North Carolina.

20. Special Conditions. None.
Salisbury City Council
Agenda Item Request Form

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

Requested Council Meeting Date:  October 6, 2020

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

Name of Presenter(s):  Shannon Moore, Finance Director

Requested Agenda Item:  Staff to present monthly update on General Fund Financial Data

Description of Requested Agenda Item:  City Staff to present unaudited financial data for the General Fund FY2020. This presentation will provide the last month of Sales Tax Revenues received for fiscal year 2020 as no other significant data has changed since the last presentation in September 2020.

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:

Contact Information for Group or Individual:  Shannon Moore 704-216-8026

☐ 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:
## Sales Tax FY2020

**FY2020 Budget**: $7,650,000  
**FY2020 Actual**: $8,543,381  
**FY2019 Actual**: $8,122,023

<table>
<thead>
<tr>
<th>Month Earned</th>
<th>FY2018</th>
<th>FY2019</th>
<th>FY2020</th>
</tr>
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<tbody>
<tr>
<td>February</td>
<td>549,358.80</td>
<td>601,313.00</td>
<td>648,869.13</td>
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<tr>
<td>March</td>
<td>690,485.90</td>
<td>759,931.63</td>
<td>755,242.42</td>
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<tr>
<td>April</td>
<td>615,912.10</td>
<td>704,088.34</td>
<td>660,268.70</td>
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<td>May</td>
<td>650,582.48</td>
<td>694,789.31</td>
<td>744,664.92</td>
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<tr>
<td>June</td>
<td>721,340.74</td>
<td>741,396.73</td>
<td>809,779.08</td>
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</tbody>
</table>

**FY2020**

- **Budget**: $7,650,000
- **Actual**: $8,543,381

**FY2019**

- **Actual**: $8,122,023

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**FY2018-2020 Sales Tax Revenue - Month Earned**

- **January**
- **February**
- **March**
- **April**
- **May**
- **June**
The tenth annual BlockWork neighborhood improvement project will be held the weekend of National Make a Difference Day -- Saturday, October 24 and Sunday, October 25. This year’s event will take place on the 200 block of South Clay Street. The Community Appearance Commission and the Housing Advocacy Commission are currently reaching out for volunteers to sign up for the event. Volunteers will help with exterior repairs like painting, carpentry, and landscaping. T-shirts, gloves, masks, meals and drinks will be provided to all volunteers. BlockWork will follow guidelines related to Covid-19 in accordance with the Governor of NC. Volunteers are asked to sign-up in shifts this year. The deadline to sign up to volunteer is Friday, October 16. The event will run from 7 a.m. until 5 p.m. on Saturday, and 9 a.m. to 5 p.m. on Sunday. The 200 block of South Clay Street will be closed to through traffic during the event.

For more information and to sign up online to volunteer please visit salisburync.gov/BlockWork.
Salisbury City Council
Agenda Item Request Form

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:
“Make A Difference Day”
Saturday, Oct. 24, 7 a.m. - 5 p.m.
Sunday, Oct 25, 9 a.m. - 5 p.m.
200 block of South Clay St.

BlockWork brings residents and community volunteers together to build cleaner and safer neighborhoods, one block at a time!

BlockWork will follow guidelines related to COVID-19 in accordance with the NC Governor.

ONLINE
SIGN UP AS A VOLUNTEER!

website: salisburync.gov/BlockWork
email: blockwork@salisburync.gov
phone: (704) 638-5240

BY FRIDAY, OCT. 16

WHAT DO VOLUNTEERS DO?
Volunteers help with exterior repairs like painting, carpentry and landscaping. T-shirts, gloves, meals and drinks will be provided to all volunteers.