



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

June 20, 2023
6:00 p.m.

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

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on June 20, 2023 by contacting Connie Snyder at csnyd@salisburync.gov. Citizens who wish to speak in person can sign up in Council Chambers.

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

5. Council to recognize the Communications Team for awards it received from the North Carolina City and County Communicators. (*Presenter – Communications Director Linda McElroy*)
6. Council to receive a presentation on Bike Month, including the announcement of the winner of the art contest. (*Presenter – Traffic Engineering Coordinator Vickie Eddleman*)
7. Mayor to proclaim the following observance:

INDEPENDENT RETAILER MONTH

July 2023

8. Council to consider the CONSENT AGENDA:
 - (a) Approve Minutes of the special meeting of May 23, 2023.
 - (b) Adopt a budget Ordinance amendment to the FY2022-2023 budget in the amount of \$200,000 to appropriate a state directed grant for Bell Tower Green, Inc.
 - (c) Adopt a budget Ordinance amendment to the FY2022-2023 budget in the amount of \$1,500 to appropriate grant funds from the Rowan Arts Council to support the Busker's Bash.
 - (d) Approve the easements for Project C-5603D, sidewalk on Old Concord Road from Ryan Street to Jake Alexander Boulevard. Construction is anticipated to begin late summer 2023. This project is funded through a North Carolina Department of Transportation Congestion Mitigation and Air Quality grant.

COUNCIL MEETING AGENDA – PAGE 2 – JUNE 20, 2023

- (e) Adopt a Resolution approving the Salisbury Police Department to enter into an agreement with the North Carolina Governor’s Highway Safety Program that will allow the Police Department to receive a \$25,000 no-match grant from the program to be used for traffic concerns.
- (f) Adopt a Budget Ordinance Amendment to the FY2022-2023 budget in the amount of \$5,000 for expenses related to the Bell Tower Green Movie/Concert Series.
- 9. Council to receive public comment. ***Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Connie Snyder at csnyd@salisburync.gov.*** Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.
- 10. Council to consider an economic development incentive grant request for Crow Holdings Phase 2 consisting of a local Level 2 Incentive Grant totaling approximately \$874,000 (equivalent to 90% of any new real property taxes paid to the City over a three year period) for construction of a 468,000 square foot building with a \$45 million capital investment by the company. The total investment by Crow Holdings for both phases is expected to be \$118 million: (*Presenter – Rowan Economic Development Commission Vice President Scott Shelton*)
 - (a) Receive a report
 - (b) Hold a public hearing
 - (c) Adopt a local Level 2 Incentive Grant for Crow Holdings.
- 11. Council to consider adopting the budget Ordinance of the City of Salisbury for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (*Presenter – City Manager Jim Greene, Jr. and Finance Director Wade Furches*)
- 12. Council to consider authorizing the City Manager to execute a construction contract with KMD Construction Company in the amount of \$8,078,000 for the construction of Fire Station 3. (*Presenter – Fire Chief Bob Parnell and Finance Director Wade Furches*)
- 13. Council to consider amending the City Charter to establish staggered four-year terms for City Council. (*Presenter – Salisbury City Attorney Graham Corriher*)
- 14. Council to consider the expansion of the Municipal Service District to include First Presbyterian Church. (*Presenter – Downtown Development Director Sada Troutman*)
- 15. Council to consider authorizing the City Manager to execute a contract with ESP Associates, Inc. in the amount of \$856,602 for the construction level design of Main Street improvements between Kerr and Horah Streets and adopting a Budget Ordinance Amendment to appropriate additional funds needed to fund the project. (*Presenter – Downtown Development Director Sada Troutman*)
- 16. Council to consider a municipal agreement with the North Carolina Department of Transportation in the amount of \$9,283,444 for construction of Downtown Salisbury Main Street Improvements, Project HL-0064. (*Presenter – Downtown Development Director Sada Troutman*)
- 17. Council to receive an update on Microtransit and consider a pilot project. (*Presenter – Transportation Director Rodney Harrison*)
- 18. Council to consider appointments to various Boards and Commissions.

COUNCIL MEETING AGENDA – PAGE 3 – JUNE 20, 2023

19. City Attorney's Report.
 - (a) Firefighter Social Security
20. City Manager's Report.
21. Council's Comments.
22. Mayor Pro Tem's Comments.
23. Mayor's Announcements and Comments.
 - (a) The 11th annual Salisbury Pride Festival will take place at Bell Tower Green on Saturday, June 24, 2023 from 11:00 a.m. until 5:00 p.m. The 2023 theme is United with Pride. A Rainbow Walk around Bell Tower Green will take place at 10:45 a.m. and will march to the main stage to kick off the festival. The event is free and open to the public. For more information please contact Salisbury Pride.
24. Adjourn.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: Tuesday, June 20, 2023.

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

Name of Presenter(s): Linda McElroy

Requested Agenda Item: Staff Recognition

Description of Requested Agenda Item: Congratulate the City's Communications Team on their recent awards from North Carolina City & County Communicators, a professional organization for government communications/public relations professionals. The Salisbury Team won first place for external newsletter (The Lamplighter) and crisis communication (Livingstone College Shooting). They won second place for graphic design of the 2022 Reels and Riffs poster design.

NC3C received more than 144 total project entries in the annual awards competition from communications teams across the state.

Attachments: Yes No

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

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

Contact Information for Group or Individual:

Linda McElroy, Communications

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Greenway, Bicycle, & Pedestrian Committee

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

Requested Agenda Item: Council to receive a presentation on Bike Month, including the announcement of the winner of the art contest.

Description of Requested Agenda Item: Members of the Greenway, Bicycle, and Pedestrian Committee took on a month-long event to try to promote May as Bike Month. Staff will present a summary of this first annual Bike Month event. The Committee will also be announcing the winner of the art submissions for the Bike Month Art contest.

Attachments: Yes No

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

N/A

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
None.

Contact Information for Group or Individual:
Vickie Eddleman, 704-638-5213, vtrou@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

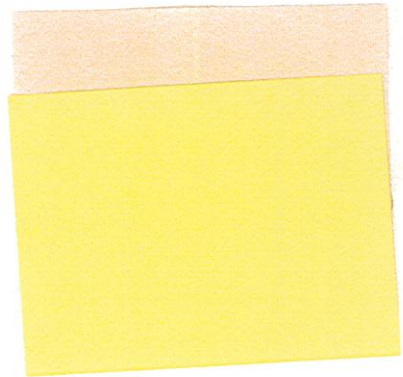
Finance Manager Signature

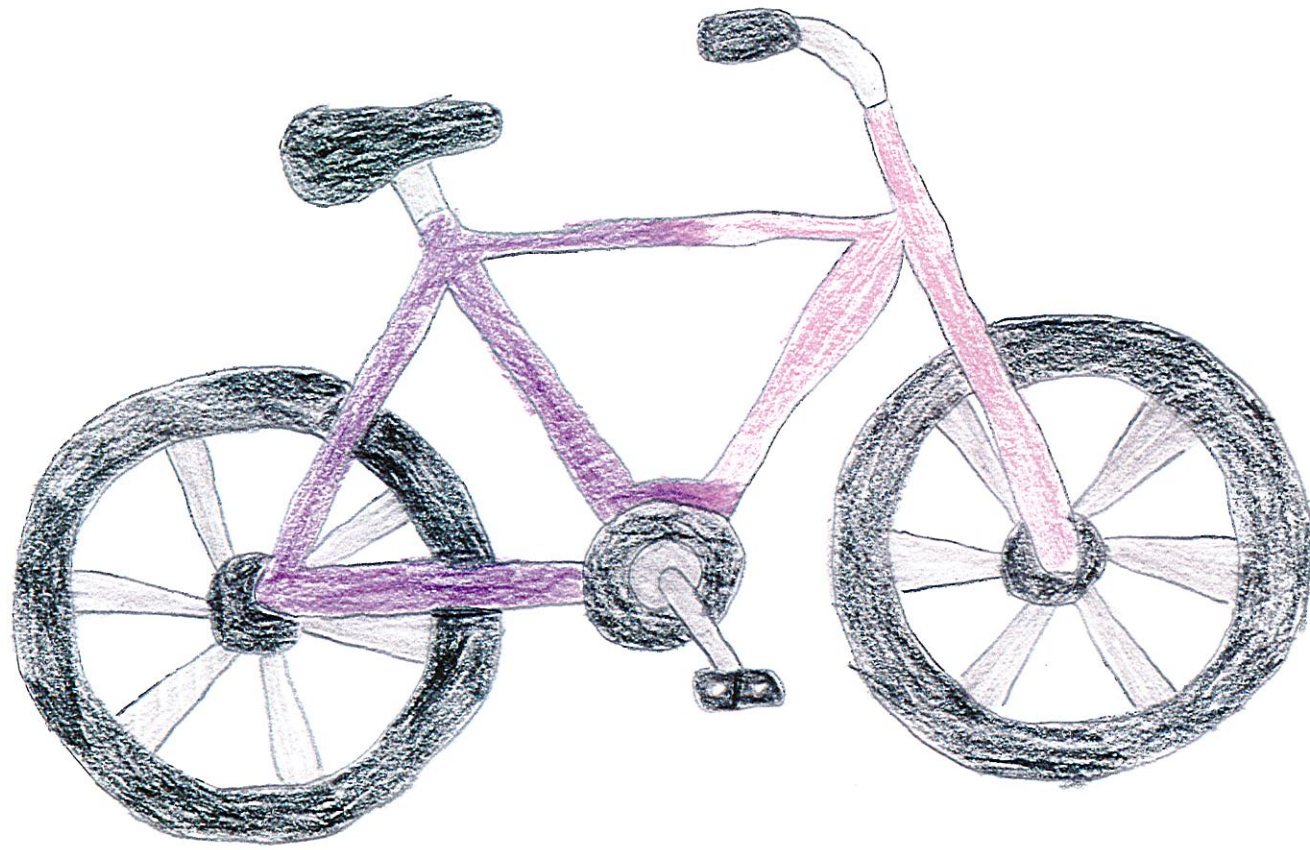
Department Head Signature

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





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bike name.
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City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Independent Retailer Month provides a time to celebrate the independence of the members of the community of Salisbury and the entrepreneurial spirit represented by our local independent retailers; and

WHEREAS, Salisbury's local independent retailers help preserve the uniqueness of the community and give us a sense of place; and

WHEREAS, Salisbury's core of independently-owned retailers gives back to this community in goods, services, time and talent; and

WHEREAS, the health of Salisbury's economy depends on our support of businesses owned by our friends and neighbors; and

WHEREAS, Salisbury's independent retailer owners and employees enrich community members' shopping experiences with their knowledge and passion; and

WHEREAS, as we celebrate Independent Retailer Month 2023, we acknowledge that local retailers are central to shaping Salisbury's identity.

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

INDEPENDENT RETAILER MONTH

in Salisbury, and acknowledge our community members who are independent retailers and honor their efforts to make Salisbury the place we want to live and work.

This the 20th day of June 2023.

Karen K. Alexander, Mayor

Salisbury, North Carolina
May 23, 2023

SPECIAL MEETING

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

ABSENT: None

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

Mayor Alexander noted today is City Manager Jim Greene's one-year work anniversary. Council thanked Mr. Greene for all he has done for the City.

ADOPTION OF THE AGENDA

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

BUDGET PRESENTATION

City Manager Jim Greene and Finance Director Wade Furches presented the FY2023-2024 recommended annual operating budget. Mr. Greene thanked staff for its work on the budget and for all it does for the City.

Mr. Greene stated the recommended budget is balanced, and he pointed out Council can make any changes to the proposed budget it deems necessary. He add the proposed budget reemphasizes the City's commitment to financial stewardship, service efficiency, strategic

investment, infrastructure maintenance, and planning for growth. He pointed out the City is growing, and it is important to plan for the growth. He noted the adopted FY2023-2024 Council Priorities developed at Council's 2023 retreat served as the guiding document for the recommended budget. He reviewed the priorities in action:

- Public Safety
 - \$75,000 for crime reduction initiatives, \$100,000 for cameras in City parks, \$20,000 for a mobile camera system, and \$82,700 for camera maintenance
 - A new Fire Station 3
- Infrastructure and Human Capital (employees)
 - Cost of Living Adjustment (COLA), merit and Police Department initiatives
 - Stormwater and water/sewer projects
 - \$353,000 for street lighting and traffic safety improvements
 - \$1 million in street paving - \$280,000 increase from FY2023
 - Support of Diversity, Equity, and Inclusion (DEI) initiatives
 - Additional training for staff
- Economic Prosperity and Mobility
 - Re-organization to prepare for and manage growth
 - \$175,000 for a comprehensive housing strategy
 - \$200,000 for neighborhood revitalization
 - \$30,000 for small business/entrepreneur development
- Community Partnerships and Programs
 - Funding for community groups at sustained level from current year
 - Increase Parks and Recreation programming support by funding a full-time Recreation Programmer

Mr. Greene noted the City-wide recommended budget is \$108,064,027. He reviewed key factors impacting the recommendation:

1. The City leverages conservative revenue estimates and works across departments to manage expenses and identify budget priorities to provide quality basic services
2. The City must calculate and disclose a Revenue Neutral Tax Rate (RNTR)
3. Sales tax revenues remains strong, but monthly growth levels are slowing
 - Sales tax growth during FY2022-23 averaged 14.26% growth but will likely fall to the 5% to 7% range in FY2023-24
4. Interest income will provide extra budgeted resources due to interest rate increases in the past year
5. Overall Inflation was at 5.5% in April compared to last year
 - Decrease from last year but still high
6. The City remains committed to our most important resource: our employees
 - Implemented a Pay Study in FY23 that is funded for a full year
 - Includes, Police Department salary and range increases, and increases in over time for Fire Department personnel
 - Includes retirement system increases and absorbs health insurance increases
 - Includes COLA and merit pay increase for employees

7. Even after the Pay Study, the City must continue to compensate its employees due to an increased workload, to remain competitive with surrounding communities, and to keep up with inflation.

Mr. Greene proposed a 2% COLA for employees and an average 2% merit increase for qualifying employees.

Mr. Greene reviewed the recommended General Fund Budget for FY2023-2024:

Recommended FY2023 Budget	\$ 52,296,635
Funds Requested by Departments	\$ 62,863,918
Recommended Cuts	\$ 8,761,512
Recommended FY2024 Budget	\$ 54,102,406

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

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

Mr. Furches reviewed General Fund revenues by source for the proposed \$54,102,406 budget:

- Fund Balance 0.7%
- Property taxes 47.1%
 - Property taxes increased 2.8% from FY2023
- Unrestricted intergovernmental 29.2%
- Restricted intergovernmental 3.5%
- Charges for services 16.9%
- Miscellaneous 2.7%

Mr. Furches stated a RNTR does not increase or decrease local government revenue and must be disclosed under NCGS 159-11(e). He noted the RNTR is calculated by taking the last four years average growth which is 1.23%:

- Projected Tax Valuation from Rowan County for FY24 -\$4,113,144,278 (25.67% increase)
- RNTR adjusted for 1.23% average growth is \$0.58 per \$100 valuation
- RNTR decreases tax rate from \$0.7196 to \$0.58

Mr. Furches reviewed examples of how the RNTR and the recommended tax rate would affect a \$150,000 home and a \$35,000 vehicle. He pointed out the vehicle tax savings will help offset higher property taxes on homes. He then reviewed the recommended tax rate comparison for Rowan County and Spencer which have been published, but not approved:

<u>Jurisdiction</u>	<u>FY23 Tax Rate</u>	<u>Revenue Neutral Tax Rate</u>	<u>Manager Recommended Tax Rate</u>	<u>Recommended Difference from RNTR</u>
Rowan County	\$0.6575	\$0.5259	\$0.58	\$0.0541
Spencer	\$0.655	\$0.4806	\$0.55	\$0.0694
Salisbury	\$0.7196	\$0.58	\$0.61	\$0.0300

Mr. Furches reviewed revenue projections, and he pointed out the General Fund revenue projections for FY2024 are \$24,588,376 with the proposed \$0.03 tax rate increase and \$23,379,112 with a RNTR. He noted the value of \$0.01 on the tax rate:

- Salisbury - \$315,442 (FY2023)
- Salisbury - \$403,000 (FY 2024)
- Statesville - \$465,000
- Kannapolis - \$600,000
- Mooresville - \$1,261,000
- Concord - \$1,584,000

Mr. Furches referenced local sales tax revenue projections, and he added staff is projecting the City will receive approximately \$12.45 million in sales tax revenue. He pointed out sales tax revenue can be difficult to predict and staff is making conservative projections. He stated interest income in all funds for FY2024 is projected to be \$2,032,594.

Mr. Furches stated Council must also adopt the Municipal Service District (MSD) tax rate, and he pointed out the RNTR is \$0.1461 and includes a 20.56% increase in valuation. He added the Downtown Salisbury Inc. (DSI) board is requesting a tax rate of \$0.156 to promote, encourage, and assist in the revitalization and economic health and stability of the downtown area.

Mr. Furches indicated staff recommends appropriating \$356,519 in Fund Balance to fund one-time projects. He added staff will also ask Council to consider appropriating \$1,634,815 for Fire Station 3 at its June 6, 2023 meeting. He explained the proposed Fund Balance appropriations would be slightly less than the \$2 million appropriated in the FY2023 budget. He commented the current Fund Balance is \$22,687,527, well above the Council policy of 24%. He explained the Fund Balance is calculated annually and last year the Fund Balance was at 48% and is expected to increase.

Mr. Furches commented the City has experienced strong revenue growth despite conservative estimates. He added revenue growth is helpful to the City, but it is not sustainable long-term, and he added an economic downturn is possible which lead staff to take a conservative approach. He noted sales tax growth was at 12% to 14% but has decreased to 5% to 7%. He indicated interest income is currently high, but will eventually decrease.

Mr. Furches referenced the City's 10-year Capital Improvement Plan (CIP) which forecasts and matches projected annual revenues with major capital needs over the next ten years. He pointed out capital planning is an important tool that strengthens the connection between the community's infrastructure needs and the financial capacity of the City. He commented the plan was put on hold due to COVID-19. He stated the FY2024 CIP for the General Fund and the Water and Sewer Fund was prepared in-house and staff also prepared a 15-year Stormwater CIP to project expenses and revenues.

Mr. Green stated General Fund expenditures are at \$54,102,406 and comprised of:

- Broadband 4.9%
- General government 23.9%
- Public safety 40.7%
 - Expenditures on public safety increased 1.9% from FY2023
- Transportation 11.3%
- Environmental protection 5.4%
- Culture and recreation 3.9%
- Community and economic development 6.2%
- Debt service 2.5%
- Mass transit 1.2%

Mr. Greene noted 23 positions were requested and seven new positions are included in the recommended budget. He stated a Code Services position will be funded by Stormwater and help address illegal dumping in streams, yard waste and other stormwater issues. He added Parks and Recreation eliminated two part-time positions to create a full-time Recreation Programmer position. He commented an Engineering Manager for Development Services will be funded by SRU and two nighttime operators are recommended for SRU to address safety concerns.

Mr. Greene pointed out the Empire Hotel, the Depot, City Branding, Microtransit, and sale of the Plaza were not included in the recommended budget.

Mr. Greene referenced FY2024 payroll projections, and he recommended 4% increase consisting of a 2% average merit and 2% COLA increase. He added based on a study by the North Carolina League of Municipalities similar organizations are providing a combined 5.1% merit and/or COLA increase statewide and organizations in the Piedmont region are averaging a combined 5.7% merit and/or COLA increases. He reviewed COLA and merits for Rowan County and surrounding municipalities:

- Kannapolis – 3% (COLA, + merit)
- Lexington - \$.75 (increase per hour per FTE or avg. 3%)
- Salisbury – 4% (2% merit + 2 % COLA)
- Rowan County – 4% (4% COLA + merit)
- Concord – 4% to 7% (3% COLA + 1% to 4% merit)
- Mooresville – 5.5% (2% COLA + 3.5% merit)
- Statesville – 8% (COLA, no merit)

Mr. Greene pointed out the cost of health insurance premiums has increased, but the City absorbed the cost and did not pass it along to employees. He indicated the City has a strong benefits package, and he reviewed expenditures City-wide:

Expenditure	Costs
Health Insurance Projected Costs Increase	\$596,866
FY2024 Retirement Impact (with COLA & merit all positions)	\$496,221
Continuation of 1% Longevity	\$206,822
Property & Liability Insurance Increase	\$100,000
Recycling increases (absorbed by City)	\$62,300
County Tax Collection Fee Increase	\$58,000
County Landfill Costs Increase	\$28,000
Total:	\$1,548,209

Budget Manager Tracey Keyes presented Department highlights:

- Administration
 - Deputy City Manager for FY2024 (begin search in June of 2023)
 - Organizational and executive development initiatives planned for FY2024
 - Ongoing development and implementation of DEI strategic goals, and work plan
- Human Resources
 - Signed Memorandums of Understanding for internships with local colleges including Livingstone, Catawba, Rowan-Cabarrus Community College, the University of North Carolina (UNC) at Charlotte, and Pfeiffer University
 - Continued challenges in recruitment but countering with retainment strategies
- Information Technology
 - Delay City-wide Office365 implementation savings of \$241,300
 - Actively recruiting positions to keep up with City initiatives
 - Continuation of IT hardware replacements - \$140,000 City-wide for FY2024

- Finance and Customer Service
 - Getting back to fully staffed
 - Hired a budget manager
 - Hired three customer service representatives – fully staffed at the Customer Service Center
 - Actively Interviewing for an Accountant
 - Participating in the UNC School of Government benchmarking program in FY2024 at no cost to City for the first year
- Community Planning, Code Enforcement and Development Services
 - Creation of Land and Development Services Department to manage growth
 - New planner and code enforcement positions recommended to keep up with growth
 - Continuation of Council Priorities:
 - \$150,000 in Downtown Development grants
 - \$30,000 in small business investments/entrepreneur development
 - \$175,000 for 10-Year Comprehensive Housing Strategy
- Transportation
 - \$353,000 for street lighting and traffic safety improvements
 - \$305,000 for sidewalk improvements
 - Creation of Transportation Department from Traffic Operations as part of City-reorganization
- Police
 - \$75,000 for crime reduction initiatives
 - \$100,000 for cameras in parks
 - \$20,000 for mobile camera system
 - Actively recruiting for vacant positions
 - \$632,710 for range and salary adjustments, positions, technology and City initiatives for FY2024
- Police minimum salary comparisons:
 - Concord: \$42,609
 - Statesville: \$44,464
 - Salisbury: \$45,190
 - China Grove: \$48,845
 - Kannapolis: \$48,935
 - Davidson: \$50,300
 - Mooresville: \$50,880
 - Burlington: \$55,411
 - Charlotte: \$62,911 *With four-year degree*
- Fire
 - Over \$3.8 million in new fire truck purchases set to arrive in FY2025/FY2026
 - Fire trucks will be financed with a bank loan
 - Fire trucks are included in this budget and offset by debt proceeds
 - Debt Service payments to begin next fiscal year
 - Planning for Fire Station 3 to replace the existing over 40-year old building
 - The project will cost approximately \$10 million
 - The City anticipates funding the balance of the project, approximately \$6.5 million, with debt proceeds, ARPA funding, and Fund Balance

- Public Works
 - Continued partnerships to complete building and ground maintenance and repairs in house to reduce costs
 - \$513,510 in building and grounds investments managed by Public Works for FY2024
- Public Works – Waste Management
 - No increase in recycling fees
 - To achieve this, Public Works absorbed \$62,300 by cutting:
 - \$2,000 in office and safety supplies
 - \$500 in uniform reductions
 - \$5,000 for educational advertising
 - \$1,600 in employee training
 - \$1,200 in miscellaneous expenses to continue key initiatives
 - \$21,000 in additional recycling can rollouts (from 624 to 312 cans)
 - \$7,000 (no addition to litter collection)
 - \$7,000 (no recycling education stickers)
 - And more cuts across the department to absorb recycling costs
- Fleet Maintenance
 - Managing \$2.1 million in fleet replacements/additions in FY2024
 - Fleetio software implementation scheduled for FY2024 City-wide
 - Substantial upgrade from Fleet Dynamics
- Parks and Recreation
 - Increase Parks and Recreation programming support by hiring a full time Recreation Programmer
 - Continued progress on appropriated \$1.2 million in ARPA funds to support projects including the Miller Center, Hall Gym, City Park, Fred M. Evans Pool, Wells Fargo, and much more
 - No recreation fee increases recommended for FY2024

Mr. Furches noted SRU has a \$37 million budget, and he pointed out 64% of the funds are for operation and maintenance, 14% of the funds are for debt service, and 22% are for capital. He noted the operation and maintenance includes:

- Personnel 33%
- Utilities 7%
- Chemicals 5%
- Contracted services 13%
- Parts supplies 4%
- Maintenance of equipment 7%
- General Fund transfer 16%
- Other 15%

Mr. Furches reviewed SRU key initiatives:

- Continue with project design activities to meet the proposed 2021BRIC grant project timeline for the River Pump Station Relocation Project
 - \$22.5 million grant
 - \$9 million local contribution from Cube Yadkin
- Increase investment in infrastructure by funding capital projects in the CIP using utility capital reserves
- Asset Lifecycle Modeling
- Continued master planning
 - Wastewater Treatment Master Plan
 - ARPA Pre-Construction Planning \$400,000 Grant
 - Scoping Phase
 - Collection System Master Plan (lift stations and interceptors)
 - Facilities and staffing
- Issuance of NPDES permit at the Water Treatment Plant
- Pursue appropriate expansion of the SRU system

Mr. Furches noted a rate increase is not recommended for FY2024, and he pointed out:

- The Consumer Price Index for urban consumers for the South Region has increased 6.4% in the last 12 months; however, projected growth to the customer base will help absorb these cost increases
- Utility rate increases may be needed in future years to fund capital projects and offset increases in operational costs if anticipated growth does not meet projections
- An average monthly residential water and sewer utility bill for a customer using 4,000 gallons will remain \$63.08
- SRU rates remain competitive compared to other utilities within our region

Mr. Furches referenced the Stormwater Fund, and he noted:

- Implementation of 15-Year CIP
 - Jackson Street watershed drainage improvement construction project - \$916,000
 - North Long Street watershed drainage improvement construction - \$2,281,000
 - Both projects address areas with significant flooding issues
 - \$4.81 rate per ERU, an increase of \$.40 per month to support the implementation of 15-year master plan
- New Code Enforcement Officer to support Stormwater's initiatives funded by the Stormwater Fund

Mr. Furches stated \$2.7 million from the General Fund will be transferred to the Fibrant Fund and will be used to cover the \$2,694,013 principal and interest payment for FY2024. He pointed out the funding from Hotwire Communications has been consistent and the recommendation is to increase the inter-fund debt principal payment to SRU to \$500,000 which is a \$200,000 increase from FY2023.

Mr. Furches noted the Mass Transit Fund does not include funds for microtransit, and he pointed out staff is working with consultants and state representatives to look for grant funding. He noted there will be a \$630,000 transfer from the General Fund for Mass Transit which could increase. He reviewed grant funding to be used for the FY2024 Mass Transit budget:

- \$220,000 in ARPA funds
- \$299,759 one-time allocation received via NCDOT-Integrated Mobility Division
- Electric buses and E-charging infrastructure supplemented by Volkswagen Grant

Mr. Greene explained the RNTR is \$0.58 and the recommended tax rate is \$0.61 which will be used to fund public safety initiatives and Council goals. He noted staff recommends an increase in Stormwater fees of \$.40 per month to address master plan implementation. He added a rate increase is not recommend for water and sewer, recycling and solid waste, or for park and recreation fees.

Councilmember Post noted approximately \$.06 of the tax rate is used to cover the Fibrant debt service, and he pointed out the rate has decreased from \$.12 due to increases in revenues and property values. He expressed concern about the recycling adjustment, and he cautioned recycling rates will continue to increase and will eventually require a rate increase for consumers.

Councilmember Post referenced open positions, and he asked if the budget is prepared as if the vacant positions were filled. Mr. Furches agreed. Mr. Post commented there is unexpended funding in vacant positions. He noted the proposed COLA and merit salary increases for staff are approximately 4%, and he pointed out surrounding municipalities are offering higher pay increases. He questioned if the City is at risk of losing employees to neighboring communities. Mr. Greene agreed the City is at risk of losing employees, and he noted the proposed increase is higher than last year's rate increase. He pointed out the City offers a competitive benefits package. He indicated there is concern regarding police officer salaries, and he pointed out neighboring communities have increased police officer's salaries.

Councilmember Post noted the Fund Balance continues to increase, and he questioned if Council should consider using \$1 million of its 48% Fund Balance to cover projects that have been cut from the budget. He pointed out \$1 million would reduce the Fund Balance to approximately 45%. Mr. Greene commented the City's Fund Balance is healthy. He stated staff can bring recommendations to Council regarding additional projects it could consider, and he recommended using additional Fund Balance for one-time maintenance items.

Councilmember Smith stated the proposed budget responds to issues the City is dealing with in destabilized communities by addressing public safety, economic development, infrastructure, and responding to Council priorities.

Councilmember McLaughlin asked about vacant positons in the Fire Department., and he asked if the Homeless Advocate position is included in the current budget. Mr. Greene noted the Homeless Advocate position is included in the proposed budget. He added the Fire Department has fewer vacancies than the Police Department, and he noted some of the Fire Department received salary adjustments as part of the pay study. He commented the Fire Department has

lost fire fighters to neighboring cities, and he indicated part-time firefighters go through training and are ready when a full-time position becomes available. He pointed out other cities are increasing salaries and it is a question of affordability for the City.

Mayor Pro Tem Sheffield noted overall the City has a 50% Fund Balance and it is required to have 24% Fund Balance. She agreed with Councilmember Post and questioned why a percentage of the Fund Balance could not be used to complete one-time projects. She noted the City is projected to receive approximately \$1.2 million in sales tax revenue over its projection, and she requested a prioritized list of projects Council could consider for the use of Fund Balance and additional sales tax revenue. She asked if any large project will roll off the books in the coming fiscal year that could be invested in other projects.

Mr. Greene noted staff will compile a list of projects that could be completed using Fund Balance to be brought back to Council for consideration. He explained any savings will be placed in Fund Balance, and he noted staff works throughout the year to look for savings and to create flexibility. He pointed out large projects such as the Depot and the Empire Hotel redevelopment are not included in the budget and may require the use of Fund Balance.

Mayor Alexander stated the City has a great record of receiving grants, and she pointed out there is a portion of a grant the City is required to match. She indicated she prefers to use caution because of larger projects that will have a great economic impact on the City. She added the City needs to have the funds to match potential grants such as a \$30 million grant for the Depot that would require a \$2 million to \$3 million match. She pointed out the development of the Empire Hotel could also take place and the City needs to be ready.

Mr. Greene noted staff can update Council during the year regarding sales tax revenue and possible project recommendations. He stated Council has prioritized the old Civic Center and its master plan. He commented the cost for the master plan is included in the budget, but staff does not know the cost for this new project. He asked if Council would like to have another budget workshop before the next Council meeting where staff could bring recommendations to Council regarding projects that could be funded.

By consensus, Council agreed to hold a budget work session special meeting on Tuesday, June 6, 2023 at 5:00 p.m.

ADJOURN

Motion to adjourn the meeting was made by Councilmember Post. Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0) The meeting was adjourned at 6:11 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Wade Furches, Jason Walsler, Kelly Baker

Name of Presenter(s): Wade Furches

Requested Agenda Item: Council to adopt a budget Ordinance amendment to the FY22-23 budget in the amount of \$200,000 to appropriate a State Directed Grant for Bell Tower Green, Inc.

Description of Requested Agenda Item: Bell Tower Green, Inc. has received a state directed grant from the North Carolina General Assembly in the amount of \$200,000. These funds were provided by the State to assist in the \$836,598 total cost incurred by Bell Tower Green, Inc. to finish the park. The City of Salisbury will serve as a pass-through to pay the funds to BTG Inc. and work with BTG Inc. to complete required grant reporting for the State.

Attachments: Yes No

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

The grant funds have been received by the City and are available to be passed through to Bell Tower Green, Inc.

Action Requested of Council for Agenda Item: Council to adopt a budget Ordinance amendment to the FY22-23 budget in the amount of \$200,000 to appropriate a State Directed Grant for Bell Tower Green, Inc.

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

Contact Information for Group or Individual: Wade Furches or Kelly Baker

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) Announcement

FINANCE DEPARTMENT INFORMATION:

M. O. O.
Finance Manager Signature

S. Wade Furches
Department Head Signature

Tracey Keyes
Budget Manager Signature

AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE GRANT FOR BELL TOWER GREEN

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

Section 1. The City has received a grant from the State of North Carolina in the amount of \$200,000 for Bell Tower Green. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2022-23 Budget Ordinance of the City of Salisbury, adopted on June 21, 2022 is hereby amended as follows:

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

- | | | |
|-----|---------------------------------------------------------------------------|-------------------|
| (1) | Increase line item 010-611-000-5450.00
BTG Special Projects | <u>\$ 200,000</u> |
| (2) | Increase line item 010-000-000-4460.02
Recreation Grants and Donations | <u>\$ 200,000</u> |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Sada Stewart Troutman, Downtown Development

Requested Agenda Item: Adopt a Budget Ordinance Amendment appropriating grant funds in the FY 2022-2023 budget in the amount of \$1,500 for event support for Busker's Bash.

Description of Requested Agenda Item: The City (Downtown Development) received a grant award in the amount of \$1,500 for support for the Buskers' Bash event. It was awarded by the Rowan Arts Council.

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)*

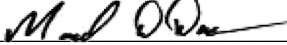
Action Requested of Council for Agenda Item: Adopt a Budget Ordinance amending the FY2022-2023 Budget.

Contact Information for Group or Individual: Sada Stewart Troutman, 704-638-5239

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:

AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE DOWNTOWN DEVELOPMENT GRANT

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

Section 1. That the City has received a \$1,500 donation from the Rowan Arts Council to support the Buskers' Bash event.

Section 2. That the 2022-23 Budget Ordinance of the City of Salisbury, adopted on June 21, 2022 is hereby amended as follows:

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

- | | | |
|-----|-----------------------------------------------------------------|----------|
| (1) | Increase line item 010-496-000-5450.28
Special Events | \$ 1,500 |
| (2) | Increase line item 010-000-000-4899.00
Miscellaneous Revenue | \$ 1,500 |

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: 06/20/2023

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

Name of Presenter(s): Wendy Brindle

Requested Agenda Item: Council to approve easement documents for Project C-5603D, Sidewalk on Old Concord Road from Ryan Street to Jake Alexander Boulevard

Description of Requested Agenda Item:

Council approved a municipal agreement with NCDOT in November 2017 for CMAQ funds for design, easement acquisition and construction of sidewalk on Old Concord Road from Ryan Street to Jake Alexander Boulevard. The majority of the work will be done within existing right-of-way on Old Concord Road, but where necessary, easements have been acquired in accordance with federal funding requirements. Easement types consist of temporary construction easements, permanent sidewalk easements and permanent drainage easements, and are summarized in the attached spreadsheet. Staff can move forward with recordation and payment to property owners with approval from City Council. After recordation of easements, plans and bid documents will be finalized to move the project into the construction phase. We anticipate construction to begin late summer of 2023, and will notify City Council and residents prior to construction beginning.

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)*

Funds for Project C-5603D are approved in the current budget and reimbursable at 80% through the CMAQ grant

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

Council action will be to approve the easements for Project C-5603D, Sidewalk on Old Concord Road from Ryan Street to Jake Alexander Boulevard

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 06/20/2023

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

Name of Presenter(s): No Presentation

Requested Agenda Item: Consider making a resolution approving the Salisbury Police Department to enter into an agreement with the NC Governor's Highway Safety Program that would allow the SPD to accept a (no match) grant from the program.

Description of Requested Agenda Item: This resolution would acknowledge our acceptance of the parameters as set forth by the NC Governor's Highway Safety Program (see attached) and would allow us to accept a (no match) funding grant from the program in the amount of \$25,000. If approved, this will be the third year we have taken part in this program. Funds will be utilized to cover projects in high traffic activity areas that are known for frequent traffic safety concerns. The focus of the last two years has been on speeding and seat belt usage.

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)*

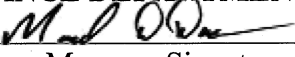
Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
To review the attached agreement and sign the resolution allowing us to participate in the funding program.

Contact Information for Group or Individual: Interim Chief Brian Stallings 704-638-5333

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Budget Manager Signature


Department Head Signature

North Carolina Governor's Highway Safety Program
Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is _____.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Salisbury Police Dept. (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Salisbury City Council
(The Governing Body of the Agency)
_____ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Salisbury City Council IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Salisbury, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That MPO M. Benjamin is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ 25,000.00 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ \$0- as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 06-20-2023

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 a Parks & Recreation sponsorship to the FY2022-2023 budget in the amount of \$5000.00 to help with expenses related to the City of Salisbury Parks & Recreation Bell Tower Green Movie/Concert Series.

Description of Requested Agenda Item. The City has received a sponsorship in the amount of \$5000.00 for expenses related to the City of Salisbury Parks & Recreation Bell Tower Green Movie/Concert Series. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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

Action Requested of Council for Agenda Item: Adopt a Budget Ordinance amending the FY2022-2023 Budget in the General Fund of \$5000.00 for additional revenue. *(Please note if the 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*****

For Use in Clerk's Office Only

AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE SPONSORSHIP FOR RECREATION PROGRAMS

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

Section 1. The City has received a sponsorship in the amount of \$5,000 for recreation programs. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2022-23 Budget Ordinance of the City of Salisbury, adopted on June 21, 2022 is hereby amended as follows:

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

- | | | |
|-----|---------------------------------------------------------------------------|-----------------|
| (1) | Increase line item 010-611-000-5131.05
BTG Recreation Programs | <u>\$ 5,000</u> |
| (2) | Increase line item 010-000-000-4515.04
Recreation Grants and Donations | <u>\$ 5,000</u> |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Rowan EDC

Name of Presenter(s): Scott Shelton

Requested Agenda Item: Council to hold a public hearing to consider an economic incentive grant for Crow Holdings Phase 2.

Description of Requested Agenda Item: Crow Holdings is ready to move to Phase 2 of its project, the construction of a 468,000 square foot facility on a site located between Peeler and Pietryk Roads. The company estimates it will invest \$45 million in the construction of the second building. This will bring the total investment by the company to \$118 million. The company will also invest additional funds in public road improvements. The company is requesting Council consider awarding a three-year tax incentive grant for Phase 2 of the project that is equal to 90% of the new taxes paid on real property.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to hold a public hearing and consider an economic development incentive grant request for Crow Holdings consisting of a Level 2 incentive grant totaling \$874,314 over a three-year period for construction of a 468,000 square foot facility with a \$45 million capital investment by the company.

Contact Information for Group or Individual: *Scott Shelton (704.637.5526 / scott@rowanedic.com)*

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

Be an original.

Date: June 9, 2023
To: Salisbury City Council
Cc: Jim Greene, City Manager
Connie Snyder, City Clerk
From: Scott Shelton, Vice President
Re: *Incentive request for Phase 2 of Crow Holdings spec project*

Dear Mayor Alexander and Council Members,

Thank you for hearing this request from Crow Holdings Development (Crow). As you are aware, the company is planning two new Class A speculative buildings on a site located between Peeler Road and Pietryk Road. Crow plans to court both manufacturing and distribution companies as potential tenants for the new facilities.

Construction is currently underway for Phase 1 of the project, which will be an approximately 713,000 square foot facility. The capital investment from Crow for Phase 1 is estimated to be \$73 million. In February, Council approved a three-year incentive grant for Phase 1 equal to 90% of the new taxes paid on real property. As you are aware, typical City tax incentive grants are for five-year terms and equal to between 75% and 85% of new taxes paid on both real and personal property.



Crow has made progress regarding state and local permitting and now feels that it can move forward with Phase 2 of the project, which would be the construction of an approximately 468,000 square foot facility. While these numbers are preliminary, the company estimates that it will invest approximately \$45 million into the construction of the second building. This would bring the total project investment by Crow to \$118 million. The company will also invest additional funds into public road improvements.

Phase 2 (Artist Rendering)



Crow has already seen considerable interest in their Salisbury project. The company is currently engaging potential tenants for each building. Crow is also negotiating with an international fulfillment company who would take down both facilities.

In order to make the project viable, Crow is asking that the City Council award a tax incentive grant for Phase 2 of the project with terms identical to what was awarded for Phase 1. This would be another three-year incentive grant equal to 90% of the new taxes paid on real property.

Current City Incentive Policy

The City's Investment Grant Program policy, which was approved in 2006, established three grant levels based on minimum capital investment amounts by a company. The grant is paid over five annual installments and the amount is based on a percentage of the new taxes paid to the City by the company.

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

Based on the City's current incentive policy, Phase 2 of Crow's project would be eligible for a Level 1 Grant which is equivalent to 75% of any new real property taxes paid to the City over a five-year period.

Be an original.

As illustrated below, a \$45 million taxable investment by Crow would result in an incentive grant valued at approximately \$1.2 million when using the current incentive policy. The City of Salisbury would also receive approximately \$2.02 million in net revenue over a ten-year period.

		Year 1	Year 2	Year 3	Year 4	Year 5
Total Capital Investment	Total planned amount of Expansion project	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	Local Taxable Capital Investment times City Tax Rate	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820
Expansion Grant %	75% for 5 years.	75%	75%	75%	75%	75%
Expansion Grant %	City Tax Revenue times Expansion Grant	\$242,865	\$242,865	\$242,865	\$242,865	\$242,865
City Net Revenue	City Tax Revenue minus Expansion Grant	\$80,955	\$80,955	\$80,955	\$80,955	\$80,955

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Total Capital Investment	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820	\$3,238,200
Expansion Grant %						
Expansion Grant %	\$0	\$0	\$0	\$0	\$0	\$1,214,325
City Net Revenue	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820	\$2,023,875

Crow Holdings Development Proposal

Crow would like to recoup their infrastructure-related costs over a shorter period of time than the standard, 5-year grant term. As previously mentioned, the Company is asking Council to consider a grant equivalent to 90% of any new real property taxes paid to the City over a three-year period. These grant terms are identical to an incentive approved for Phase 1 of Crow’s project at the February 7th Council Meeting.

When using Crow’s requested grant parameters, the \$45 million taxable investment by the Company for Phase 2 would result in a tax incentive grant valued at approximately \$874,000. The City of Salisbury would also receive approximately \$2.36 million in net revenue over a ten-year period.

		Year 1	Year 2	Year 3	Year 4	Year 5
Total Capital Investment	Total planned amount of Expansion project	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	Local Taxable Capital Investment times City Tax Rate	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820
Expansion Grant %	90% for 3 years.	90%	90%	90%		
Expansion Grant %	City Tax Revenue times Expansion Grant	\$291,438	\$291,438	\$291,438	\$0	\$0
City Net Revenue	City Tax Revenue minus Expansion Grant	\$32,382	\$32,382	\$32,382	\$323,820	\$323,820



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Total Capital Investment	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
City Tax Rate	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%	0.7196%
City Tax Revenue	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820	\$3,238,200
Expansion Grant %						
Expansion Grant %	\$0	\$0	\$0	\$0	\$0	\$874,314
City Net Revenue	\$323,820	\$323,820	\$323,820	\$323,820	\$323,820	\$2,363,886

Side By Side Comparison

As the below chart illustrates, Crow’s incentive request would result in a smaller overall grant payment and a corresponding increase in net revenue to the City of approximately \$340,000 over a ten-year period.

INCENTIVE GRANT	Proposed Investment	Grant Term	Grant Percentage	Total Grant Value	Total Net Revenue to City
City Policy	\$45 million	5 years	75%	\$1,214,325	\$2,023,875
Crow Holdings	\$45 million	3 years	90%	\$874,314	\$2,363,886

Additional Notes

It is important to note that Crow’s incentive request would apply only to real property improvements and taxes. Once a job-creating tenant occupies the building, Crow would like the City to consider offering an incentive grant to the tenant based on its taxable investments in business personal property.

Thank you for considering this request. We have the opportunity to partner with a nationally known development firm that is investing nearly \$120 million into two new Class A industrial facilities. These new facilities should help us attract additional jobs and investment to the City of Salisbury. If approved, news of this project will resonate positively with other developers and companies that are considering Salisbury and will increase our reputation as a business-friendly community.

On behalf of the staff of the Rowan EDC, we are happy to provide any additional information or meet with you personally to discuss these findings in detail. Please do not hesitate to contact our office with any questions you may have regarding this matter. We look forward to your feedback.

Yours truly,

Scott Shelton
Vice President

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and between the City of Salisbury, North Carolina, a body politic (hereinafter referred to as the “City”) and CH-M SELC Peeler, LLC. (hereinafter referred to as the “Company”).

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new Facility in the City (the “Project”), which would increase taxable property in the City and result in the creation of a number of jobs, industrial output, business prospects, and a potential increase in the population in the City; and

WHEREAS, the Company has determined that the property located at 331 Pietryk Drive, Salisbury, North Carolina (the “Property”), also identified as Rowan County Tax Parcels 408-030, 410-001, 410-019, 410-029, 410-112, 410-124, and 410-128, and more particularly described in attached Exhibit A, which is incorporated into this Agreement by reference, is a suitable location for its real property improvements and the development of an industrial facility, totaling approximately 468,000 square feet, known as Innovation Logistics Center (the “Facility”); and

WHEREAS, in order to induce the Company to make improvements on the Property, the City is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the City as set forth herein; and

WHEREAS, prior to beginning any improvement on the Property, the Company and City met and agreed to enter into this Agreement; and

WHEREAS, the Company is community-oriented and open to learning about and participating in philanthropic and community events and programs intended to increase the health and happiness of its employees and the greater community as a whole; and the Company will consider participation in the Rowan EDC’s Forward Rowan campaign; and

WHEREAS, the Company is encouraged, to the extent reasonably possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local construction services, and other products and services;

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$45 million dollars will be invested by or on behalf of the Company in real property improvements and the Facility on the Property; and the parties will comply with the covenants and conditions binding upon them as set forth herein, all of which are intended to create a positive economic impact in the City.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the City hereby agree as follows:

ARTICLE I
CITY INDUCEMENTS

The City shall provide financial assistance to the Company through its “Relocation and Expansion Assistance Program”, as hereinafter described, with respect to the Company’s development of the Property and other related expenses as follows:

- 1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” for the development of the Facility (the “Grant”) to assist the Company with construction and other capital improvements in the City. The Grant will specifically apply to the Property and all real property improvements newly installed and used at the Facility.
- 2) The amount of the Grant will be as follows:
 - a) Real Property Valuation.
 - i.) *First*, for each tax year that the Grant is applicable to the Property (subject to the limitations below), the actual assessed tax value of the real property located at such Property shall be determined (“**Applicable Year PV**”).
 - ii.) *Second*, in each year for which a grant is to be paid, the following value shall be subtracted from the Applicable Year PV: the amount of the real property value of the Property assessed (i) as of January 1, 2023 and (ii) prior to the investments made by the Company in real property at such property (the “**Baseline PV**”). The result of this computation in each of the three years for which the grant is to be paid shall be defined as the “**New Real PV**” for the Property.
 - b) Grant Amount Determination. The amount of a grant payment in any given year shall be equal to ninety percent (90%) of the New Real PV of any given year (such amount is determined by multiplying 0.90 by the New Real PV. The resulting amount is the **Grant** for the applicable year. Such Grant payments may be paid by the City from any Fund source available to the City, which is not restricted as to the use of such funds.
- 3) Each Grant will be structured as a payment equal to a portion of the real property taxes assessed against and actually paid by the Company for the Property. Such payments of the Grant will be made to the Company. Upon confirmation by the City that the Company has paid its property taxes for the applicable Grant Year, the City shall submit each Grant payment to the Company between January 1st and June 30th of the applicable Grant Year. The Grant amount payable to the Company shall be equal to Ninety Percent (90%) of the City real property taxes (excluding county taxes) paid by the Company, which are attributable to the Facility on the Property, according to Paragraph 2 above at the prevailing City tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the City through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the City shall not be responsible for any Grant payments on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility. If the Company acquires the Property and proceeds with the Facility, it will acquire all local permits, zoning approvals, and required state and federal permits, as applicable. The Company expects to have the Facility substantially completed by December 31, 2025.
- 2) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the City, as applicable, as of the date of this Agreement that:

- 1) Standing. The Company is a Delaware company duly organized and existing and in good standing under the laws of the State of Delaware. The Company is authorized to do business in the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENENANTS - CITY

The City represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The City (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.
- 3) There is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.
- 4) The City is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the City's knowledge, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the City has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE V
GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable, except that the Company may assign the Agreement to a buyer or tenant of the Facilities with the consent of the City, such consent not to be unreasonably withheld.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the City may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay

has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To City: Office of the City Manager
132 North Main Street
Salisbury, NC 28144
Phone: (704) 638-5228

With Copy (which does not constitute notice to):
Office of the City Attorney
132 North Main Street
Salisbury, NC 28144
Phone: (704) 638-5309

To Company: Matt Cochrane
Managing Director
Crow Holdings Development
4064 Colony Road
Suite 405
Charlotte, NC 28211
Phone: (704) 258-9147

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

CH-M SELC Peeler, LLC

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

CITY OF SALISBURY, NORTH CAROLINA

Karen K. Alexander
Mayor

[Corporate Seal]

ATTEST:

Connie Snyder
City Clerk

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

Wade Furches
Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

Graham Corriher
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

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

Name of Presenter(s): Jim Greene and Wade Furches

Requested Agenda Item: Council to discuss adopting the FY2023-24 Budget Ordinance. In response to Council's discussions at the previous meeting, we are proposing a 1% increase in the Cost of Living Adjustment for employees and appropriation of additional \$325,000 Fund Balance appropriation for windows at the City Office Building.

Description of Requested Agenda Item: Council received the City Manager's recommended budget for FY2023-24. Council held a budget work session and received Public Comments, as required by NC General Statutes, on June 2, 2023. After any necessary discussion, we are requesting that Council adopt a balanced budget for FY2023-24. Council must adopt a balanced budget for FY2023-24 by June 30, 2023.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to consider adopting a Budget Ordinance for the fiscal year July 1, 2023 – June 30, 2024.

Contact Information for Group or Individual: Wade Furches, 704-638-5302, wfurc@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Mayor's Office Only

**BUDGET ORDINANCE OF THE CITY OF SALISBURY FOR THE FISCAL YEAR
BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024**

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

Section 1. Appropriations

That for the expense of the City Government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, the amounts in the following subsections, or so much of each as may be necessary, are hereby appropriated:

(1) That for said fiscal year there is hereby appropriated out of the GENERAL FUND the following:

City Council	\$ 764,798
Management and Administration	1,729,621
Communications	495,786
Human Resources	1,955,982
Finance	1,482,388
Customer Service	485,694
Planning & Neighborhoods - Community Planning	1,390,394
Information Technology	1,841,697
Land & Development Services	728,850
Planning & Neighborhoods - Code Enforcement	556,349
Downtown Development	462,738
Public Works - Facilities Maintenance	591,516
Public Works - Central City Buildings	1,391,027
Plaza	191,771
Police Support Services	4,814,129
Police Administration	1,539,027
Police Field Operations	6,498,258
Fire Department	9,148,251
Telecommunications	853,846
Transportation - Traffic Operations	437,981
Transportation - Street Lighting	499,690
Transportation	630,000
Transportation - Engineering	1,036,406
Public Works Administration	483,203
Public Works - Streets	2,710,322
Public Works - Solid Waste	2,188,922
Public Works - Waste Management - Other	623,072
Public Works - Cemetery	112,866
Public Works - Grounds Maintenance	1,446,622
Bell Tower Green	391,313
Parks and Recreation	1,718,999
Public Works - Fleet Management	1,395,737
Fibrant Support	2,700,000
Debt Service	1,368,684
TOTAL GENERAL FUND	<u>\$ 54,665,939</u>

(2) That for said fiscal year there is hereby appropriated out of the WATER AND SEWER FUND the following:

Utilities Mgt. and Administration	\$ 7,463,961
Water Resources - Water Treatment	4,232,372
Distribution & Collections Systems	11,027,440
Environmental Services	635,474
Water Resources - Wastewater Treatment	8,032,931
AMI Services	832,191
Water and Sewer Debt Service	<u>5,081,600</u>
TOTAL WATER AND SEWER FUND	<u>\$ 37,305,969</u>

(3) That for said fiscal year there is hereby appropriated out of the TRANSIT FUND for the purpose of operating Salisbury's Transit System, the sum of

\$ 3,108,936

(4) That for said fiscal year there is hereby appropriated out of the GENERAL FUND CAPITAL RESERVE FUND for the purpose of purchasing equipment, the sum of

\$ 6,485,224

(5) That for said fiscal year there is hereby appropriated out of the WATER AND SEWER CAPITAL RESERVE FUND for the purpose of purchasing equipment, the sum of

\$ 621,176

(6) That for said fiscal year there is hereby appropriated out of the FIBRANT COMMUNICATIONS FUND for the operating Salisbury's Fiber Optic Network, the sum of

\$ 3,652,594

(7) That for said fiscal year there is hereby appropriated out of the STORMWATER FUND for the purpose of operating Salisbury's Stormwater management program, the sum of

\$ 2,337,601

(8) That for said fiscal year there is hereby appropriated out of the STORMWATER CAPITAL RESERVE FUND for the purpose of purchasing equipment, the sum of

\$ 517,972

Section 2. Revenue Estimates

The City Council has and does estimate that the following revenues will be available during the fiscal year beginning July 1, 2022 and ending June 30, 2023:

General Fund:	
Taxes	\$ 25,693,909
Unrestricted governmental	15,803,000
Restricted governmental	1,920,444
Charges for services	9,127,067
Miscellaneous	1,440,000
Other financing sources	681,519
Total revenues and other financing sources	<u>\$ 54,665,939</u>
Water and Sewer Fund:	
Operating revenues	\$ 29,965,969
Nonoperating revenues	860,000
Other financing sources	6,480,000
Total revenues	<u>\$ 37,305,969</u>
Transit Fund:	
Charges for services	\$ 50,836
Intergovernmental revenues	978,440
Miscellaneous	1,343,269
Other financing sources	736,391
Total revenues and other financing sources	<u>\$ 3,108,936</u>
General Fund Capital Reserve Fund:	
Transfer from General Fund	\$ 2,604,412
Nonoperating revenues	80,000
Other financing sources	3,800,812
Total revenues and other financing sources	<u>\$ 6,485,224</u>
Water and Sewer Capital Reserve Fund:	
Transfer from Water and Sewer Fund	\$ 520,185
Miscellaneous	75,000
Other financing sources	25,991
Total revenues and other financing sources	<u>\$ 621,176</u>
Fibrant Communications Fund:	
Operating revenues	\$ 860,000
Nonoperating revenues	92,594
Other financing sources	2,700,000
Total revenues	<u>\$ 3,652,594</u>
Stormwater Fund:	
Total revenues	<u>\$ 2,337,601</u>
Stormwater Capital Reserve Fund:	
Total revenues and other financing sources	<u>\$ 517,972</u>

Section 3. Tax Levy

There is hereby levied the following rates of Ad Valorem Tax on each one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes as of January 1, 2023 for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimate of revenue, and in order to finance the foregoing appropriation, to wit:

General Fund:

(For the expense incident to the proper government of the City of Salisbury)

-- \$.616

Municipal Service District:

(To promote, encourage and assist in the revitalization and economic health and stability of the downtown area)

-- \$.156

The estimated Ad Valorem Tax income is based upon collection of the above Tax rates as applied to the valuation of \$4,113,144,277 for General Fund purposes.

There is hereby levied a Municipal Vehicle Tax of \$30.00 on each vehicle resident as authorized by General Statute 20-97.

Section 4. There is hereby levied a tax of 1.5% on gross receipts derived from retail short-term lease or rental of vehicles to the general public. This tax will be levied, reported, and collected as established under Ordinance 2000-47 as authorized by General Statute 160A-215.1.

Section 5. Appropriations hereinabove authorized and made shall have the amounts of the unearned portion of contracts at June 30, 2023 added to each appropriation as it applied in order to properly account for the payment against the fiscal year in which it is paid.

Section 6. The City Manager is hereby authorized to make any budget amendments as may be required within each fund as long as the total appropriation for each fund does not change and contingency funds are not utilized.

Section 7. Copies of this ordinance shall be furnished to the City's Finance Director, to be kept on file, for direction in the disbursement of City funds.

Section 8. The following schedules and fees are hereby adopted and all references to these fees in the City Code of Ordinances are amended to reflect these new schedules and fees as appropriate:

ADMINISTRATION

Sale of Salisbury City Council meeting recording
 Copier or Multifunction Machine Fee

 Copy of Reports/Files

	Fee
Actual cost of supplies and mailing	
	\$0.10 per copy/scanned page;
	Minimum of \$1
Actual cost of supplies and mailing	

PLANNING & NEIGHBORHOODS**Code Enforcement**

Nuisance abatement (Fees vary depending on the extent of the abatement)
 Demolition or Moving Permit Application Fee
 After the Fact Demolition Permit

Contractor & landfill costs	
	\$50
	\$250

LAND & DEVELOPMENT SERVICES

Zoning Board of Adjustment:

Administrative appeal	\$350
Variance	\$350

Conditional District Petition or General Development Overlay:

Adoption (Includes first construction submittal & two revisions. \$250 for each additional)	\$1,200
Amendment	\$900
Revisions	\$50

District Map & Text Amendment Petition

LDO Map Amendment (General Rezoning, Historic Overlay Adoption)	\$200
Land Development Ordinance Text Amendment	\$600

Vested Rights Extension

\$600 without rezoning

After-the-fact Certificate of Appropriateness (HPC)

\$250

After-the-Fact Zoning Permit

Double regular permit fee

Major Site Plan Review (1st Submittal + Two Revisions)

\$500

Major Site Plan Re-Review

\$250 for each additional

Minor Site Plan Review (1st Submittal + Two Revisions)

\$150

Minor Site Plan Re-Review

\$75 for each additional

Alternate Methods of Compliance

\$50

Special Use Permit

\$500

Zoning Permit for New Single Family

\$50 (House <5 DU)

Zoning Permit for New Multi-family

\$150

Zoning Permit for New Non-residential

\$300

Zoning Permit for Addition, Accessory, Upfit of Residential

\$25

Zoning Permit for Addition, Accessory, Upfit of Non-residential

\$100

Zoning Verification Letter

\$60

Predevelopment Permit for Site Grading (LIA)

\$100

Predevelopment Permit for Site Grading (HIA)

\$300

New Telecommunications Tower Special Use Permit Application

\$5,000

Height Addition of Existing Telecommunications Tower Application

\$1,500

Sidewalk Dining Permit (Annually)

\$10

Special Event Permit

\$50

Temporary Sign Permit

\$25

Permit for Sign Panel/ Face Change

\$50

Certificate of Appropriateness (COA) Major Works

\$25

Permit for New Wall, Canopy, Proj., Ground Sign

\$100

Temporary Use Permit

\$100

Temporary Construction Trailer

\$25

Tree Removal Permit

\$10

Home Occupation

\$50

Policy Plan Amendment

\$1,000

Payment in Lieu of Sidewalk Construction

Time and material costs

Standards Manual (includes zoning and subdivisions)

\$20

Annual Tax for Cable/Pipelines in Public Streets, Sidewalks, Alley, or Parking

\$1 per foot annually

TRANSPORTATION

Fee

Engineering

Subdivision Review:

Major Subdivision (Preliminary plat)	\$200 + \$10/lot
Minor Subdivision	\$30 per lot
Exception plat	\$20
Special Exception	\$200
Street & alley closings filing fee	\$500

Printed Maps

Up to 11"x17" (ledger size)	\$1
34"x44" (E size sheet)	\$5
City Street Map	\$5
Custom Map	\$25
Engineering Plan Review Fee (Utility Only - New Construction)	\$200
Engineering Plan Review Fee (Utility Only- Upfit)	\$100
DENR Delegated Water Permit	\$200
DENR Delegated Sewer Permit	\$200
Field Inspections of Water Lines	\$1 per foot
Field Inspections of Sewer Lines	\$1 per foot
Media Charges	
CD Disk, Each	\$20
DVD Disk, Each	\$20

Traffic Operations

Traffic Count	\$15 per counter per day
Repair of traffic control devices-materials	Actual cost + 10% for handling
Repair of traffic control devices-labor	Hourly rate + fringe benefits
Repair of traffic control devices-use of bucket truck or paint machine	\$50/hour
Repair of traffic control devices-use of service truck or small equipment	\$9/hour

POLICE

Copies	\$0.10 per copy/scanned page;
(No fee to victims of crime or traffic accidents for first copy	minimum of \$1;
of a report, but charged for any additional copies)	\$1 extra for mailing
Fingerprinting	\$10
Handicapped Parking Violation	\$250
Pool Hall Permits	\$100
Taxi permits - one time only	\$15
Parking ticket - illegal parking	\$5
Parking ticket - overtime parking (more than 2 hours)	\$15
Media Charges	
CD Disk, Each	\$20
DVD Disk, Each	\$20

FIRE

HazMat/Material Recovery	Actual cost including equipment
Copies of Reports (First report is free to victims)	\$0.10 per copy/scanned page;
	minimum of \$1
Lifting Assistance	\$250 per call
Lifting Assistance Standby	\$95 per hour stand-by

SPECIAL OPERATIONAL USE PERMITS

Operational permits are required by the NC Fire Code to conduct the following types of operations. A permit fee will be charged for the following Special Operational Use Permits. These permits are not attached to normal procedures and are not covered under a General Inspection Use Permit or Fire Department Construction Permit.

Tents and air supported structures requiring a construction permit will be included with the Special Operational Use Permit.

	Fee
Blasting Permit:	
30 day permit	\$100
2 day permit (48 hours)	\$45
Burning Permit:	
Commercial	\$25
Residential	No charge
Exhibit and Trade Show	\$25
Festivals (fairs, carnivals, etc.)	
Large Festival:	\$175
1. Festival with an attendance of more than 6,000 on any given day or	
2. Outdoor circus or carnival	
Small Festival:	\$50
1. Festival with an attendance of 6,000 or less each day or	
2. Indoor circus or carnival	
Firework/Pyrotechnic Display (per display)	\$200
Fumigation or Thermal Insecticidal Fogging	\$25
Special Amusement Building	\$25
Tent or Air Supported Structures (Funeral Homes & tents less than 700 sq. ft. exempt)	\$25
Tent, Structure or Stand for Fireworks Sales:	
21 day permit	\$500
7 day permit	\$200
Other Not Listed	\$25
After Hours Inspection (inspections conducted outside of normal work hours)	\$50
*Late Application Fee	\$50

*A fee will be added to certain Special Operational Use Permits if the application is not submitted 14 days prior to the event. The Special Operational Use Permit applications include Exhibit and Trade Shows; Large Festivals; Small Festivals; Fireworks Displays; Special Amusement Buildings; Tent or Air Supported Structures; and Tent, Structure or Stand for Fireworks Sales.

FIRE DEPARTMENT CONSTRUCTION PERMITS

Construction permits are required by the NC Fire Code to install or modify the following systems or equipment. Any person that commences any work before obtaining the necessary permit will be charged double permit fees and subject to civil citations and being reported to the NC State Board of Examiners.

Automatic Fire-Extinguishing System:	
Installation	\$60
Renovation/Modification	\$50
Automatic Sprinkler System:	
Installation (\$59 minimum)	\$0.01/square foot
Renovation/Modification	\$50
Standpipe System (Not part of a sprinkler system):	
Installation	\$50
Renovation/Modification	\$50
Fire Alarm and Detection System:	
(Includes devices tied into fire alarm system)	
Installation (\$59 minimum)	\$0.01/square foot
Renovation/Modification	\$50
Door Locking Devices:	
(Access-controlled egress, delayed egress, & special locking devices)	
Installation	\$60
Renovation/Modification	\$50

	Fee
Two-way Communication System: (Area of Rescue Assistance)	
Installation	\$60
Renovation/Modification	\$50
Fire Pumps and Related Equipment:	
Installation	\$60
Renovation/Modification	\$50
Private Fire Hydrants (per unit):	
Installation	\$60
Renovation/Modification	\$50
Compressed Gas Systems (Amounts exceed those listed in Table 105.6.9)	
Abandon, Remove, Place Temporarily out of Service, or Close	\$50
Flammable and Combustible Liquids Storage Tanks:	
* Tank Installation- (per tank)	\$60
Removal or Place out of Service- (per tank)	\$50
* If electrical circuitry is involved then an electrical permit must also be obtained from the Rowan County Building inspections Department	
Hazardous Material Facility or Other Area:	
Abandon, Remove, Place Temporarily out of Service, or Close areas regulated by	\$60
MISCELLANEOUS TESTS, INSPECTIONS, AND SERVICES	
Residential (Group R-3):	
Fire Flow Test	\$200
Special Inspection (Conducted during normal work hours)	\$50
Special Inspection (Requested by contractor outside normal work hours) (per hour)	\$100
Stand-by Firefighter (4 hour minimum) (per hour)	\$25
Re-inspection fees will be charged to the permit applicant or holder of a General Inspection Use Permit beyond the first re-inspection when conducting inspections for fire code violations that have not been corrected:	
First non-compliance re-inspection	\$150
Second and all subsequent non-compliance re-inspections. (per re-inspection)	\$200
Re-inspection fees will be charged to the permit holder of a Fire Department Construction Permit for the following: <i>Re-inspections due to work not being finished, corrections not being completed, or failure to cancel an inspection.</i>	\$150
Reimbursement cost for stand-by fire protection services due to hazardous materials incidents or other emergencies:	
Exits and egress ways locked or blocked	\$200/door
Over-crowding, exceeding occupant load (crowd management system not compliant)	\$200
Parking in a Fire Lane	\$50
Engine or Ladder Company (per hour)	\$100
Incident Commander (per hour)	\$25
Incident supplies, fuel, overtime cost for staffing	Replacement cost
Plans Review:	
Plans review shall be based on the following computations for construction :	
A = Total Gross Building Floor Area of Construction	
B = Fee per Square Foot (from table below)	
Total Gross Building Floor Area of Construction (square feet)	
0 - 5,000	A x B = Permit Fee
5,001 - 15,000	(A x B x 0.75) + (1,250 x B) = Permit Fee
15,001 and above	(A x B x 0.50) + (5,000 x B) = Permit Fee
Building:	
Residential	\$0.05
Storage	\$0.035
Assembly	\$0.06
Institutional	\$0.06
Business	\$0.06
Mercantile	\$0.05
Hazardous	\$0.05
Factory/Industrial	\$0.04
Educational	\$0.065

Telecommunications

Fee

	Fee
Dispatch service:	
Cost per unit	\$10
Surcharge per radio for companies with less than 25 radios	\$4
One-time hook-up (per radio)	\$25
Radio Programming:	
Programming charge	\$35
ID Change Only	\$20
Partial Map Build	\$150
Fleet Map Build	\$250
Radio Diagnostic	\$90
Repair (Hourly rate)	\$120
Hourly Travel Rate outside City Limits (from Customer Service Center)	\$60
Parts	Actual cost + 20%

PUBLIC WORKS**Street Division**

Installation and Removal of curbing, driveways, storm drains, and sidewalks Actual cost + 10%

Solid Waste

Additional Trash Rollout (Non-refundable deposit)	\$65
Bulky Item Collection Fees:	
Two Bulky Items (\$5 for each additional bulk item - \$10 minimum)	\$10
Each Bag or Box	\$2.50
Bulk Brush Removal Minimum Charge (applies to loads over a truck load)	\$75
Charges for specific cases will be calculated by Public Works Director or designee based on site visit.	

All fees must be paid in advance of service.

Fleet Management

Repair of Rowan Transit System Fleet and Trolley Fleet	\$66.98/hour
Repair of Hazardous Material Van:	
Labor	\$66.98/hour
Repair Parts	Actual cost + 20%
Repair Sublet	Actual cost + 15%
Equipment Installation	\$66.98/hour

Cemetery

Burial-adult	\$900
Burial-infant	\$450
Disinterment - Adult	\$1,800
Disinterment - Infant	\$900
Interments - two--one grave-adult	\$950
Interments - two--one grave-infant	\$500
Interment - Crematory remains	\$450
Interment - Crematory remains placed inside of marker or scattered	\$25
Interment - Mausoleum (city employee direct involvement)	\$300
Interment - Mausoleum (no involvement)	\$25
Funeral processions entering cemetery after 1:30 P.M. weekdays	\$200
Funeral processions entering cemetery on weekends	\$300
Funeral processions entering cemetery on holidays	\$450
Monument installation permit	\$25
Deed Change	\$25

Cemetery Lot Fee Schedule:

	Fee
Adult, City resident	\$800
Adult, non-City resident	\$1,000
Infant, City resident	\$400
Infant, non-City resident	\$600
Columbaria fees:	
Niche, City resident	\$1,350
Niche, non-City resident	\$1,550
Weekday Inurnment fee	\$150
Weekend Inurnment fee	\$300

Grounds Maintenance

Cooperative tree planting on public right-of-way Actual cost of tree + 10%

TRANSIT

Individual Fares:

Regular- All Locations (no transfer fee)	\$1.00
Reduced (Disabled, Senior Citizens, Medicare and Students)	\$0.50
Transfers & Children under 5	FREE
40 Ride pass:	
Regular	\$35
Reduced (Disabled, Senior Citizens, Medicare and Students)	\$17
ADA Paratransit System (each way)	\$2
ADA Paratransit 20 Ride Pass	\$35
ADA Paratransit 10 Ride Pass	\$17

PARKS & RECREATION

City Park (3 hour minimum rental non-operational hours)

Room A or B	\$40 per hour + \$75 Damage deposit
Multi-purpose room	\$75 per hour + \$75 Damage deposit
8 hour rental	\$500 + \$75 Damage deposit
Any room with kitchen	\$10/ hr. additional
Teen Room/Game Room	\$60 per hour + \$75 Damage deposit

Civic Center

Weekend and Full Day Rental:

Multi-purpose room & kitchen - for first eight hours each day	\$800 + \$200 Damage deposit/ \$300 if serving alcohol
Multi-purpose room, small room & kitchen - for first eight hours each day	\$875 + \$200 Damage deposit/ \$300 if serving alcohol
Small meeting room only (per hour)	\$75 per hour + \$50 Damage deposit
Set-up Fee (Fri 12-5 or Sat 9-1)	\$100
Technology Fee (mic and/or projector)	\$50
Cleaning Fee	\$50

Monday - Thursday Rentals:

Multi-purpose room & kitchen - four hour rental between 8 A.M. and 8 P.M.	\$250 + \$200 Damage deposit/ \$300 if serving alcohol
---------------------------------------------------------------------------	-----------------------------------------------------------

Hall Gym (3 hour minimum rental non-operational hours)

Meeting Room	\$50 per hour + \$75 Damage deposit
Gym	\$70 per hour + \$100 Damage deposit
8 hour rental	\$300 + \$75 Damage deposit

Miller Center (3 hour minimum rental non-operational hours)

	Fee
Computer Lab	\$30 per hour + \$75 Damage deposit
Multi-purpose room	\$40 per hour + \$75 Damage deposit
Meeting room	\$40 per hour + \$75 Damage deposit
Any room with kitchen	\$10/ hr. additional

Park Avenue Community Center (2 hour minimum for rental non-operational hours)

Multi-purpose room & kitchen	\$70 per hour + \$50 Damage deposit
4 hours or less Rental	\$70 per hour + \$50 Damage deposit
4 hours or more Rental	\$300 + \$50 Damage deposit

Recreation Center Rental Discounts & Notes (applies to all centers)

Non-Profit Rate (must have non-profit status paperwork)	50%
Weekday Rate (Mon-Thurs)	75%

Please note discounts DO NOT apply to non-operating hours usage in some cases.

Per hour rates vary per facility for non-operating hours.

Fred M. Evans Pool @ Lincoln Park (2 hour minimum)

Two lifeguards	\$50 per hour + \$50 Damage deposit
Four lifeguards	\$75 per hour + \$50 Damage deposit

Bell Tower Green

County Rates:

Green (3 hour minimum)	\$300 + \$100 Damage deposit (\$50 per hour after)
Ampitheater/Green/Promenade (5 hour minimum)	\$750 + \$300 Damage deposit (\$100 per hour after)
Bell Tower/Gazebo (5 hour minimum)	\$300 + \$100 Damage deposit (\$50 per hour after)
Garden Trellis (3 hour minimum)	\$300 + \$100 Damage deposit (\$50 per hour after)
Promenade (3 hour minimum)	\$200 + \$100 Damage deposit (\$50 per hour after)

Non-County Rates:

Green (3 hour minimum)	\$500 + \$100 Damage deposit (\$100 per hour after)
Ampitheater/Green/Promenade (5 hour minimum)	\$1,000 + \$300 Damage deposit (\$200 per hour after)
Bell Tower/Gazebo (5 hour minimum)	\$500 + \$100 Damage deposit (\$100 per hour after)
Garden Trellis (3 hour minimum)	\$500 + \$100 Damage deposit (\$100 per hour after)
Promenade (3 hour minimum)	\$350 + \$100 Damage deposit (\$100 per hour after)

County Non-Profit Rate:	50%
Monday - Friday Day (before 5 P.M.) Rate	75%

Entire Park Rental (8 hours - large private or corporate events)	\$4,000 + \$1,000 Damage deposit (\$250 per hour after)
Concert /Large Spectator Event (8 hours)	\$2,000 + \$500 Damage deposit (\$150 per hour after)
Set-up	\$200
Staffing (if required)	\$20 per hour per staff member
8 Foot Table	\$5.00 per table (minimum of 10)
Chairs	\$1.00 per chair (minimum of 25)
Lighting Fee (Bell Tower & Water Wall)	\$25
Activity Cart	\$50
Raindate Hold (non-refundable)	\$300

Shelters & Gazebo Rentals:

Standard Park Shelters	\$40 per day
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Gazebos

Hurley Park Gazebo Rental	\$100
Peace Haven Gazebo at City Park	\$100
Robertson Eastern Gateway	\$100
Cannon Park Gazebo Rental	\$100
Gazebo Refundable Deposit	\$50

Advertising Fees

Salisbury Community Park

	Fee
	\$600 initial fee;
	\$300 annual renewal
	\$1,000-\$5,000

Salisbury Greenway

Athletic Fields

Flat rate rentals will generally apply; the Director has authority to negotiate rates for major (regional/national) co-sponsored events.

Youth & Adult Softball/Baseball

Fee	\$20 per hour
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Additional per hour charge for lights	\$25
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Field Prep Fee	\$60
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Tournament Fees for Kelsey and Sports Complex (multiple teams/multiple games)

1 day (8 A.M. - 11 P.M.) per field	\$150
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1 day, 2 fields	\$300
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2 days, 2 fields	\$600
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Non-refundable deposit of 50% of day rate or \$150

Rate includes field preparation and lighting

Tournament Fees for Salisbury Community Park (multiple teams/multiple games)

1 day (8 A.M. - 11 P.M.) per field	\$200
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1 day, all fields	\$1,000
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2 days, all fields	\$2,000
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Non-refundable deposit of 50% of day rate or \$200

Rate includes field preparation and lighting

Additional preparation fee per field

\$60

Inclement weather prep

Field Conditioner (per bag)	\$15
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Staff time (per hour per staff fee)	\$40
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Soccer:

Flat Fee	\$25 per hour
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Field Prep Fee	\$60 per field
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Tournament Fees

1/2 day tournament, 1 field (8 A.M.-1 P.M.) 5 hrs.	\$125
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1 day tournament, 1 field	\$250
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Rate Includes: 1 field AND 1 field prep

Football:

Flat Fee	\$25 per hour
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Tournament Prep Fees	\$60 per field
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Cross Country Prep Fee

\$150

Tennis/Pickleball:

Key Card Access	\$5
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Court Reservation (Max 2 courts, 2 hours)	\$20 per hour
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Tournament Fee	\$500 for 8 hours
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Additional Tournament Hours (over 8 hours)	\$20 per hour per court
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Refundable Damage Deposit	\$100
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Special Event Permits

Park Usage Fee	\$100
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1 Day Permit	\$50
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Refundable Damage Deposit	\$100
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Gate Permit	\$50 per day
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Concession Permit	\$50 per day
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Vending Permit	\$50 per day
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West End Community Center

Conference Room

\$50 per hour

UTILITY ENGINEERING

	Fee
Engineering, Consulting, and Technical Services	
Project Manager - Professional Engineer	\$100 per hour
Civil Engineer	\$75 per hour
Engineering Technician	\$50 per hour
Construction Inspector	\$50 per hour
Survey Field Crew (2 person)	\$75 per hour
Clerical	\$25 per hour
Set of Bid Documents	\$50 each
Utility Location Maps:	
Paper Document	\$15
Digital Format	
CD Disk, each	\$20
DVD Disk, each	\$20
Engineering Plan Review Fee (Water Only)	\$200
Field Inspection of Sewer Lines	\$1 per foot
Xerox/blue prints:	
On paper up to 4 ft in length	\$5
On mylar up to 4 ft in length	\$20

BUSINESS AND FINANCIAL SERVICES

Accounts Receivable - Not billed on Utility bill (30 days past-due)	1.5% per month
Accounts Receivable - Billed on Utility bill (24 days after billing)	1.5% per month
Copier or Multifunction Machine Fee	\$0.10 per copy/scanned page; Minimum of \$1/\$1 extra for mailing
Copy of Reports/Files	Actual cost of supplies and mailing

**SCHEDULE A
CASH DEPOSITS**

Charges in Schedule A shall be as authorized by Chapter 25, Article II, Section 25-32, of the City Code.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| (a) Domestic consumer of water, dischargers of sewage, fibrant, residential owner-occupants including single family townhouses and condominiums shall be exempted, unless (e) below applies | \$150 |
| (b) Waste Collection and/or Stormwater Residential without water service | \$75 |
| (c) Commercial, industrial, and institutional recipient
Local, state, and federal governments or agencies thereof shall be exempted. | \$150 |
| (d) Consumers with more than one account at the same location shall be required to make only one deposit if the customer has a good pay history. Commercial or industrial customers who operate multiple businesses under one corporate management shall be required to pay a deposit for each business or industry. | |
| (e) Any consumer or recipient of water, discharges of sewage, fibrant, waste collection and/or stormwater, that has previously been disconnected for non-payment or has any outstanding balance for previous services with the city will be required to pay a deposit. | \$150 |
| (f) Deposits shall be returned at termination of service less any unpaid rates and charges. | |

**SCHEDULE B
METER INSTALLATION AND SEWER CONNECTION CHARGES**

Charges in Schedule B shall be as authorized in Chapter 25, Article II, Section 25-33, of the City Code.

Tap fees are based upon the actual cost of material and labor at the time of connection. Estimates will be provided but the actual cost may fluctuate depending upon material price increases or supply chain shortages.

- (a) Three-fourths-inch residential water tap:
 - ¾" Water tap - SRU installed \$2,350
 - ¾" Water tap - Developer installed \$425
 - ¾" Water tap - Crescent \$1,275
- (b) One-inch residential water tap \$2,675
- (c) Irrigation taps are one-half the cost of regular taps and not subject to any discounts.
- (d) All commercial water services, both inside and outside City shall be charged on the basis of labor, material, equipment and overhead costs at the prevailing or established rates. For these purposes, commercial shall be defined as anything other than single-family detached homes. All water connections made to a distribution main 24" or larger in diameter shall be charged on the basis of labor, material, equipment and overhead costs at the prevailing or established rates. All residential water connections larger than 1", both inside and outside City shall be charged on the basis of labor, material, equipment and overhead costs at the prevailing or established rates. Master meter installations required for private water or sewer systems shall be charged on the basis of material costs at the prevailing or established rates (See Chapter 25, Article II, Section 25-33 City Code).
- (e) Four-inch residential sewer connections:
 - 4" Sewer tap - SRU Installed \$1,975
 - 4" Sewer tap - Developer Installed*: \$250

*Note: Includes the Crescent Subdivision
- (f) All commercial sewer services, both inside and outside City shall be charged on the basis of labor, material, equipment and overhead costs at the prevailing or established rates. For these purposes, commercial shall be defined as anything other than single-family detached homes. All residential sewer services larger than four-inch, both inside and outside City shall be charged on the basis of labor, material, equipment and overhead costs at then prevailing or established rates. (See Chapter 25, Article II, Section 25-33 City Code).
- (g) Water meter packages are materials only and are available for purchase when on-site submetering is required. Package includes meter, setter, meter box with lid, 2 ft. copper tailpiece outlet, and outlet coupling. Meter is installed by SRU upon inspection approval.
 - ¾" Meter Package \$890
 - 1" Meter Package \$1,120
 - 2" Meter Package \$3,550
- (h) Partial Abandonment Fee \$150

Where a second water connection exists on a lot and is not in use, it must be abandoned. Partial abandonment allows the connection to be put back into service at a later date, if desired, with payment of a Water Service Renewal Fee. Partial abandonment is not allowed for connections with substandard service lines.
- (i) Full Abandonment Fee Time and Materials

Where multiple water and/or sewer connections exist on a lot and are not in use, they must be abandoned. Full abandonment is not reversible. Should a property owner request that a connection be put back into service at a later date, the charges scheduled above will apply in full.
- (j) Disconnection/Reconnection fee for non-payment during business hours \$50
- (k) Physical notification of non-payment of a utility bill or disconnection notice (hanging tag) \$50
- (l) Turn on or off during business hours; shall be applied to utility bill if not prepaid \$50
 - Turn on or off after hours; shall be applied to utility bill if not prepaid \$100
- (m) Unauthorized use of fire protection system \$100
- (n) Fire protection system testing (per test) \$50
- (o) Meter reinstallation charge (per meter) \$35

- (p) Inspection fee (per connection)
- Water or sewer connection \$45
 - Backflow \$45
 - Re-inspection of either water, sewer, or backflow \$20
- (q) Should a property owner request an existing service connection be replaced with a larger one, the charges scheduled above will apply in full.
- (r) Payment of lump sum charges or charges based on estimated costs, as above, is a prerequisite to issuance of a building permit pursuant to Section 7-65 of the City code. Overpayments made as a result of overestimating costs will be reimbursed, and the City will invoice underpayments to the developer.
- (s) The City's charge for a returned check or debit, as authorized in Section 25-34, shall be the maximum allowed by State law. This amount shall be applied to current utility bill, along with amount of the unpaid check. There will be no convenience fees charged on any credit/debit card payments.
- (t) Water Service renewal fee shall be charged on the basic labor, material, and overhead costs, not to exceed the fee of a residential ¾" Water tap – SRU installed.
- (u) Sewer Lateral Transfer (transfers from private to public): \$1,975
 Sewer lateral transfer covers the expense of materials, equipment and labor to renew the existing tap from the edge of the property right-of-way to the public sewer system. The fee is one-time only and once the work is performed, the ownership and responsibility to maintain the lateral downstream of the cleanout belongs to the City. Payment, in full, must be received prior to commencing work.
- (v) Private Sewer Lateral Repair (in ROW, lateral remains private): Time and Materials
 Private Sewer Lateral Repair covers the expense of materials, equipment and labor to excavate and install a cleanout at the right-of-way of the private sewer lateral. Once installed, the City can inspect the portion of the sewer lateral and advise the property owner of the condition. The property owner can elect to transfer the lateral to the City with no refund of remaining balance, or elect to receive a refund of the fee less time and materials. Payment, in full, must be received prior to commencing work; refund based on completion of work and submittal of summary cost sheets. Refund may take up to two weeks to process. not to exceed \$1,975
- (w) Recycling Fee \$5.80/month
- (x) Landfill Fee
- (1) Residential (per container) \$5.13/month
 - (2) Commercial (per container) \$9.14/month
- (y) Waste Collection Fee
- (1) Residential (per container) \$9.28/month
 - (2) Commercial (per container) \$11.66/month
 - (3) Removal of containers for nonpayment \$25
- (z) Stormwater Fee
- (1) Residential \$4.81/month
 - (2) Commercial/Industrial per ERU with a minimum of one ERU (Capped at \$2,600/month) \$4.81/month
- (aa) Unauthorized reconnection fee (tampering charge for disconnecting a meter that has been illegally reconnected after meter has been disconnected due to non-payment or illegally connecting a meter in vacant status.) \$250
- (bb) Locking Devices Cut or Damaged \$250
- (cc) Meter Yokes Damaged \$300
- (dd) Metering infrastructure (meters, meter boxes, yokes, endpoints, etc.) damaged through intentional or deliberate action shall be charged on the basis of labor, material, equipment, and overhead costs at then prevailing or established rates. Accidental damage shall be charged at actual replacement costs of the equipment.
- (ee) The fact that water is turned on to any premises by an occupant thereof without the approval of the City of Salisbury personnel shall not relieve such premises of liability for the unauthorized use of water and damage (if any) to City of Salisbury property.
- (ff) Bulk water purchases are subject to the following deposits, monthly administrative fees and volume charges based on Schedules C and D.

Commercial/Industrial Hydrant Meter, Refundable Deposit	\$750
Residential Hydrant Meter, Refundable Deposit	\$150
Monthly Administrative Billing/Handling Fee	\$50 monthly
Annual Permit Fee – Vehicle Decal, if Applicable	\$50 annually
Penalties for Illegal Connection	\$1,000
Volume Charge	(Refer to Volume Charges in Schedule C)

**SCHEDULE C
WATER SERVICE CHARGES**

Charges in Schedule C shall be authorized by Chapter 25, Article II, Section 25-35, of the City Code.

Monthly Water Rates:

Minimum charge per meter size	3/4" =	\$4.32
	1" =	\$6.44
	1-1/2" =	\$9.96
	2" =	\$14.19
	3" =	\$27.59
	4" =	\$47.33
	6" =	\$101.61
	8" =	\$172.11
	10" =	\$270.81
	12" =	\$355.41
	16" =	\$707.91

Volume charge per 100 cubic feet:

Raw water	\$0.85
Finished, potable water	\$4.26
Southern Power	\$2.18

Volume charge per 1,000 gallons:

Raw water	\$1.14
Finished, potable water	\$5.70
Southern Power	\$2.91

**SCHEDULE D
WATER SERVICE CHARGES FOR BULK RATE**

Charges in Schedule D shall be as authorized by Chapter 25, Article II, Section 25-36 of the City Code.

- (a) Subject to the provisions of Sections 25-7 and 25-8, nongovernmental customers may purchase water directly from fire hydrants or other water outlets. Meters must be placed on hydrants to allow accurate measurement for billing purposes. Arrangements shall be made at least one week in advance to ensure availability and scheduling of equipment and manpower, all subject to applicable provisions of Schedules B and C, and an advance payment of a refundable deposit of \$750 for commercial customers and \$150 for residential users.

**SCHEDULE E
SEWER SERVICE CHARGES**

Charges in Schedule E shall be as authorized by Chapter 25, Article II, Section 25-37, of the City Code.

Monthly Sewer Rates:

(1) Minimum charge per meter size	3/4" =	\$4.65
	1" =	\$7.07
	1-1/2" =	\$11.09
	2" =	\$15.92
	3" =	\$31.22
	4" =	\$53.76
	6" =	\$115.74
	8" =	\$196.24
	10" =	\$308.94
	12" =	\$405.54
	16" =	\$808.04
Volume charge per 100 cubic feet		\$5.86
(2) Flat rate sewer charge		\$51.53
Volume charge per 1,000 gallons		\$7.83

**SCHEDULE F
SEWER SURCHARGE**

Surcharges shall be as authorized by Chapter 25, Article II, Section 25-38 of the City Code Sewer Surcharge Rates for discharges into either the Town Creek or Grant Creek Wastewater Plants:

- (a) For Chemical Oxygen Demand (COD) in excess of six hundred (600.0) mg/l, the surcharge shall be at the rate of one-hundred fifty-four dollars and twenty cents (\$154.20) per one thousand pounds.
- (b) For Total Suspended Solids (TSS) in excess of three hundred (300.0) mg/l, the surcharge shall be at the rate of two-hundred seventy-two dollars and twenty-six cents (\$272.26) per one thousand pounds.
- (c) For Total Kjeldahl Nitrogen (TKN) in excess of forty (40.0) mg/l, the surcharge shall be at the rate of one-thousand eight hundred nineteen dollars and forty-eight cents (\$1,819.48) per one thousand pounds.

Contract haulers of wastewater discharging at City treatment facilities will be assessed a charge of seventy-five dollars (\$75.00) for up to two-thousand gallon load discharged, as defined in Chapter 25, Article II, Section 25-38.

Pretreatment Permit Fees shall be assessed at \$300 for each permit.

Pretreatment Permit Modifications shall be assessed at \$50 per industry request (Administrative change) or \$100 for any other industry request.

**SCHEDULE G
ANALYTICAL TESTING**

Charges in Schedule G shall be as authorized by Chapter 25, Article II, Section 25-38, of the City Code.

Test	Fee
Coliform, P/A-Water	\$40
Nitrate (water)	\$40

Parameters not listed please contact Environmental Services for quote

Section 9. That this ordinance shall be effective upon its passage.



Salisbury City Council

Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff Requested
Council Meeting Date: June 20, 2023

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

Name of Presenter(s): Wade Furches, Finance Director/ R. Parnell, Chief, Fire Dept

Requested Agenda Item: Council to authorize the City Manager to sign a construction contract to KMD Construction Company of Salisbury, N.C. for a new Fire Station at 150 Mahaley Ave. for \$8,078,000.

Description of Requested Agenda Item: Council to authorize the city manager to sign the construction contract with KMD Construction Company of Salisbury NC, the low bidder, to build a new fire station at 150 Mahaley Ave, for the amount of the base bid of \$8,020,000, plus Alternate Number 1 (data wiring) for \$39,000 and Alternate Number 2 (security gates) for \$19,000, for a total of 8,078,000. This project has an anticipated completion date of December 2024.

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)*

The City has borrowed \$6,500,000 and has approved using City funds sufficient to pay out this contract .

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

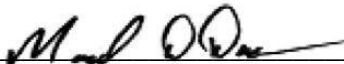
Council to authorize the City Manager to sign a construction contract to KMD Construction Company of Salisbury, N.C. for a new Fire Station at 150 Mahaley Ave. for \$8,078,000.

Contact Information for Group or Individual: Wade Furches, Finance Director

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

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: City Council

Name of Presenter(s): City Attorney Graham Corriher

Requested Agenda Item: Council to an amendment to the Charter to establish staggered four-year terms for City Council.

Description of Requested Agenda Item: At the May 16, 2023 meeting Council received a report from three town halls seeking public feedback on the election process for City Council. Council adopted a Resolution of Intent and established a public hearing to receive comment on a proposal to change the length of terms for the Mayor and City Council Members from two years to four years, and to stagger the terms. The public hearing was held June 6, and Council directed staff to provide Ordinances that would implement changes to the Charter.

Council has three options:

1. Do not change the City Charter.
2. Change the City Charter without making the change subject to a referendum vote. In order for the change to be effective for this year's (2023) municipal election, Council would need to adopt an Ordinance at the June 20 meeting.
3. Change the City Charter and make the change subject to a referendum vote. The referendum would be placed on this year's (2023) municipal election ballot. If approved by the voters, the change would take effect beginning with the 2025 municipal election. If Council desires to make a change subject to a referendum vote, Council would need to adopt an Ordinance at least 70 days prior to the 2023 municipal elections.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to decide whether to amend the City Charter to establish four-year terms. *(Please note if item includes an ordinance, resolution or petition)*

Contact Information for Group or Individual: City Attorney Graham Corriher

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) Announcement

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

**AN ORDINANCE TO ESTABLISH FOUR-YEAR, STAGGERED TERMS FOR THE
MAYOR AND CITY COUNCIL OF THE CITY OF SALISBURY**

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

SECTION 1. That, pursuant to G.S. §160A-101 and 102, Chapter III of the Charter of the City of Salisbury is amended to delete the stricken language and add the underlined language as follows:

Chapter III. Governing Body

Section 3.3. Term of office of members of the council.

Members of the council are elected to four-year terms. The terms for council members are to be staggered. In order to effect staggered terms, in the 2023 election, the two council members finishing first and second in the total number of votes shall each be elected to a four-year term and the two council members finishing third and fourth in the total number of votes shall each be elected to a two-year term. Upon the expiration of all terms thereafter, all council members shall be elected to four-year terms.

Section 3.4. Election of mayor; term of office.

The qualified voters of the entire city elect the mayor separate from the election of the other four (4) members of council. Beginning with the 2025 election and for every election thereafter, the term of office for the mayor is four (4) years. The mayor shall have the same powers as the other members of the council to vote upon all measures coming before it, and is subject to the same voting limitations and requirements as are council members under the general law. In determining a quorum, determining a majority vote of the council, or in being excused from voting, the mayor is treated as a member of the council. The mayor shall have the authority to execute contracts, deeds or other legal documents on behalf of the city.

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

AN ORDINANCE TO CREATE A SEPARATE ELECTION TO ESTABLISH FOUR-YEAR, STAGGERED TERMS FOR THE MAYOR AND CITY COUNCIL OF THE CITY OF SALISBURY SUBJECT TO A VOTE OF QUALIFIED VOTERS IN ACCORDANCE WITH G.S. §160A-102

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

SECTION 1. That, pursuant to G.S. §160A-101 and 102, Chapter III of the Charter of the City of Salisbury is amended to delete the stricken language and add the underlined language as follows:

Chapter III. Governing Body

Section 3.3. Term of office of members of the council.

Members of the council are elected to four-year terms, the terms for council members are to be staggered. In order to effect staggered terms, in the 2025 election, the two council members finishing first and second in the total number of votes shall each be elected to a four-year term and the two council members finishing third and fourth in the total number of votes shall each be elected to a two-year term. Upon the expiration of all terms thereafter, all council members shall be elected to four-year terms.

Section 3.4. Election of mayor; term of office.

The qualified voters of the entire city elect the mayor separate from the election of the other four (4) members of council. Beginning with the 2025 election and for every election thereafter, the term of office for the mayor is four (4) years. The mayor shall have the same powers as the other members of the council to vote upon all measures coming before it, and is subject to the same voting limitations and requirements as are council members under the general law. In determining a quorum, determining a majority vote of the council, or in being excused from voting, the mayor is treated as a member of the council. The mayor shall have the authority to execute contracts, deeds or other legal documents on behalf of the city.

SECTION 2. That this Ordinance shall be effective only after it is submitted to and approved by a vote of the qualified voters of the City of Salisbury pursuant to the referendum allowed by G.S. §160A-102.

SECTION 3. That all ordinances, or the parts of ordinances in conflict with this Ordinance, are repealed to the extent of such conflict.



City of Salisbury

North Carolina

RESOLUTION TO CALL A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING TO A VOTE OF THE PEOPLE AN ORDINANCE ADOPTED BY THE SALISBURY CITY COUNCIL TO ESTABLISH FOUR-YEAR, STAGGERED TERMS

WHEREAS, the Mayor and the members of City Council of the City of Salisbury currently serve two-year terms; and

WHEREAS, pursuant to G.S. § 160A-102, the City Council has adopted on this date an ordinance that provides for the Mayor and members of the City Council to be elected to four-year terms, which ordinance is attached to and incorporated by reference into this resolution; and

WHEREAS, the City Council intends to make the ordinance effective only if approved by the qualified voters of the entire City of Salisbury in a special election, to be held November 7, 2023; and

WHEREAS, pursuant to G.S. § 163-287, the City Council calls on the Rowan County Board of Elections to conduct the election described in this resolution and to provide the legal notice required by law

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to G.S. § 160A-102, the City Council adopts this resolution to call a special election for the purpose of submitting to a vote of the people the ordinance adopted on this date by City Council to establish four-year, staggered terms for the Mayor and members of City Council.
2. The date of the special election shall be November 7, 2023.
3. The Rowan County Board of Elections shall conduct the election and provide the legal notice required by G.S. 163-287 and any other applicable law.
4. This resolution shall become effective immediately upon its adoption.

Karen K. Alexander, Mayor

ATTEST:

Connie B. Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Sada Stewart Troutman, Downtown Development

Requested Agenda Item: Municipal Service District Expansion

Description of Requested Agenda Item: A request has been made by the property owner of the area bounded by West Innes Street, South Jackson Street, West Fisher Street and South Fulton Street, parcel numbers 010094, 010095 and 010436, to be considered for annexation into the Municipal Service District (MSD). Downtown Salisbury has compiled the required report (attached) on behalf of the property owner, First Presbyterian Church. Following presentation of the attached report on June 6, 2023, Council held a public hearing with one speaker in favor of the expansion, and the report has been available in the Clerk's office for the public to view. At this meeting, Council may then vote on the expansion of the MSD.

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: Vote regarding the expansion of the MSD.

Contact Information for Group or Individual: Sada Stewart Troutman, 704-638-5239

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:

City of Salisbury
North Carolina

G.S. 160A-538
REPORT

For the
Extension of the Downtown Salisbury
Municipal Service District

Prepared By
Downtown Salisbury, Inc.
May 10, 2023

Introduction

A Municipal Service District (MSD) is a defined geographic area where property owners pay an additional tax in order to fund a variety of services that enhance, not replace, existing municipal services within the district's boundaries. The first MSD was established in the French Quarter in New Orleans in the early 1970s. Since then, use of this powerful urban development tool has spread steadily. According to a recent report by the North Carolina Main Street Program, there are now more than 1,000 MSDs in North America, including 32 in other communities in North Carolina. In each case, the services and activities of the districts play an important role in improving and revitalizing the downtowns. Salisbury has a lengthy history of active involvement in downtown revitalization and the use of a MSD. In 1980 Salisbury was chosen as one of the four original "Main Street Cities" in North Carolina. Following, in the early 1980s the Downtown MSD was established. The Downtown MSD currently contains roughly 25 blocks, stretching from Jackson Street to Long Street and from Horah Street to Cemetery Street.

This report has been prepared for public inspection by Downtown Salisbury, Incorporated (DSI) as part of a request presented to the City of Salisbury to expand the existing MSD in Downtown Salisbury. This request comes from the two property owners of the proposed expansion area, as allowed in North Carolina General Statutes section 160A-538. This report is prepared and made available for public inspection according to the following excerpt outlined in "The Municipal Service District Act of 1973."

Report Requirement

160A-538. Extension of service districts.

(a) Standards. - The city council may by resolution annex territory to any service district upon finding that:

(1) The area to be annexed is contiguous to the district, with at least one eighth of the area's aggregate external boundary coincident with the existing boundary of the district;

(2) That the area to be annexed requires the services of the district.

(b) Annexation by Petition. - The city council may also by resolution extend by annexation the boundaries of any service district when one hundred percent (100%) of the real property owners of the area to be annexed have petitioned the council for annexation to the service district.

(c) Report. - Before the public hearing required by subsection (d), the council shall cause to be prepared a report containing:

(1) A map of the service district and the adjacent territory, showing the present and proposed boundaries of the district;

(2) A statement showing that the area to be annexed meets the standards and requirements of subsections (a) or (b); and

(3) A plan for extending services to the area to be annexed.

The report shall be available for public inspection in the office of the city clerk for at least two weeks before the date of the public hearing.

Public Hearing

The public hearing on the expansion of the Downtown MSD will be held on **Tuesday, June 6, 2023 at 6:00 p.m.** in the City Council Chambers of Salisbury City Hall, located at 217 S. Main Street, Salisbury, NC. During this hearing, members of the public are invited to provide comments regarding the resolution to expand the Downtown MSD. If the resolution is approved, the Salisbury City Council will add and incorporate the following properties:

ADDRESSES TAX MAP AND PARCEL NUMBERS

308 W Fisher Street, 010094

305 W Innes Street, 010436

116 S Jackson Street, 010095

Once expanded, said properties will be taxed at the current service district rate (\$.176 cents per \$100 valuation) for the fiscal year that begins on July 1, 2023. These properties are currently owned by an entity that is exempt from property tax.

Downtown Salisbury MSD Boundaries and Map

The map below shows the current boundaries of the Downtown Salisbury MSD. The area is generally bounded by Innes Street to Fisher Street and Jackson Street to Fulton Street. The requested MSD expansion is represented in orange and will increase the boundary to include the block encompassed by First Presbyterian Church and the Utzman-Chambers House Museum. As is indicated on the map, the area of expansion is contiguous to the District and meets the requirement that at least one eighth of the area's aggregate external boundary is coincident to the existing district boundary, as stated in NCGS 160A-538(a)(1).

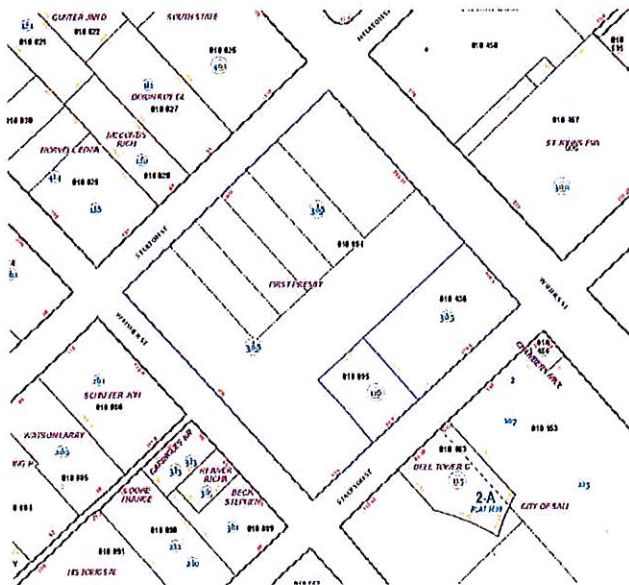


Figure 2: Area to be annexed into the Downtown Municipal Service District, outlined in pink.

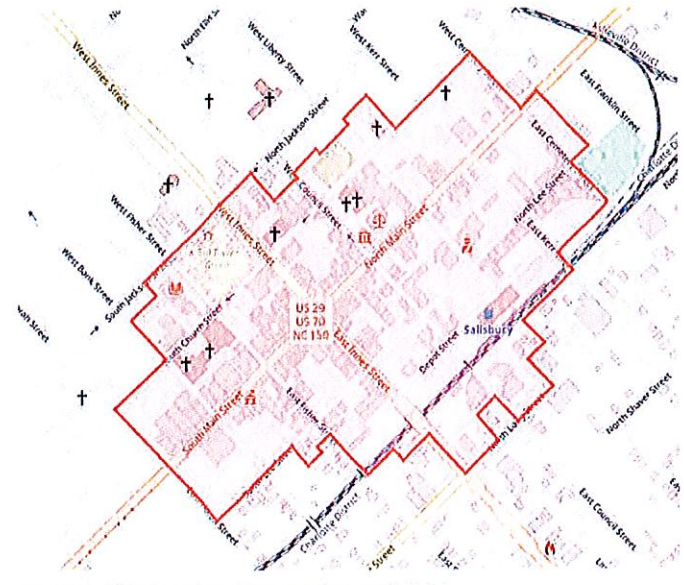


Figure 1: MSD Boundary Map, as of May 10, 2023.

Services that are currently provided to benefit the existing MSD will also be provided in the annexed area, consistent with NC General Statutes 160A-536(b) Downtown Revitalization Defined:

"As used in this section "downtown revitalization projects" are improvements, services, functions, promotions, and developmental activities intended to further the public health, safety, welfare, convenience, and economic well-being of the central city or downtown area. Exercise of the authority granted by this Article to undertake downtown revitalization projects financed by a service district do not prejudice a city's authority to undertake urban renewal projects in the same area. Examples of downtown revitalization projects include by way of illustration but not limitation all of the following:

- (1) Improvements to water mains, sanitary sewer mains, storm sewer mains, electric power distribution lines, gas mains, street lighting, streets and sidewalks, including rights-of-way and easements.
- (2) Construction of pedestrian malls, bicycle paths, overhead pedestrian walkways, sidewalk canopies, and parking facilities both on-street and off-street.
- (3) Construction of public buildings, restrooms, docks, visitor centers, and tourism facilities.
- (4) Improvements to relieve traffic congestion in the central city and improve pedestrian and vehicular access to it.
- (5) Improvements to reduce the incidence of crime in the central city.
- (6) Providing city services or functions in addition to or to a greater extent than those provided or maintained for the entire city.
- (7) Sponsoring festivals and markets in the downtown area, promoting business investment in the downtown area, helping to coordinate public and private actions in the downtown area, and developing and issuing publications on the downtown area."

The expansion of the MSD will be facilitated, managed and administered by DSI. Established in 1980 as a 501(c)(3) non-profit, Downtown Salisbury, Inc. has a long history of bringing leaders together from Downtown Salisbury and the broader Salisbury community to lend their collective vision and hard work to the ongoing economic development, marketing, and revitalization of Downtown. Governed by a Board of Directors that represents the various interests of Downtown area stakeholders, DSI has worked effectively with both our public and private sector partners to catalyze investment and growth within the area.

The City of Salisbury contracts with DSI to administer the MSD. DSI will ensure the expansion of the services in the expanded district as well. DSI believes that this request is in keeping with all requirements and conditions required for expansion of a MSD and that the services and support provided to the properties and their owners will be beneficial to the overall downtown revitalization.

Services provided as part of the MSD

The MSD expansion in Downtown Salisbury is in full adherence to DSI's core mission, which is to "to promote, enhance and manage the development of the central business district of Salisbury and to improve and expand the District to become the economic, governmental, social and cultural center of Rowan County." Therefore, this action will further promote DSI's ability to serve as a catalyst for downtown revitalization and economic development.

Marketing

DSI will continue and extend current marketing efforts which are focused on three main strategies. The first is to bring visitors to support entertainment, retail, food and arts venues. The second is to attract investment and development. The third is to continue branding Downtown Salisbury locally and regionally.

Economic Development

DSI will continue and expand economic development efforts related to increasing the tax base, growing employment opportunities, attracting new businesses, activating the street level environment, and adding residential options to this area. Additionally, as in all areas of the existing Municipal Service District, DSI will provide assistance for developers and small businesses, collect downtown data, conduct detailed market analyses when needed, and maintain positive relationships with property owners, merchants, and area stakeholders.

Advocacy & Public Policy

DSI will continue to provide advocacy and public policy efforts on issues that affect this area, the noted expansion properties, and the entirety of Downtown.

Special Events

Downtown Salisbury, Inc. provides events throughout the year that aim to highlight retailers, restaurants, cultural institutions and entertainment venues throughout the Downtown. As part of the downtown MSD, the entities of the expansion properties will be included in these events. Four such events are signature events in the Downtown. Of note, the properties will be able to participate in the events such as Halloween FunFest, Buskers' Bash, College Night Out, and any other event that brings people into the downtown, for exposure to our vibrant cultural and retail community.

Incentives

Properties located within the boundaries of the MSD have access to façade and downtown revitalization grant funds. Once the properties are placed into the MSD, the expansion properties would be eligible to apply for grant funds.

Clean, Green, & Safe Services

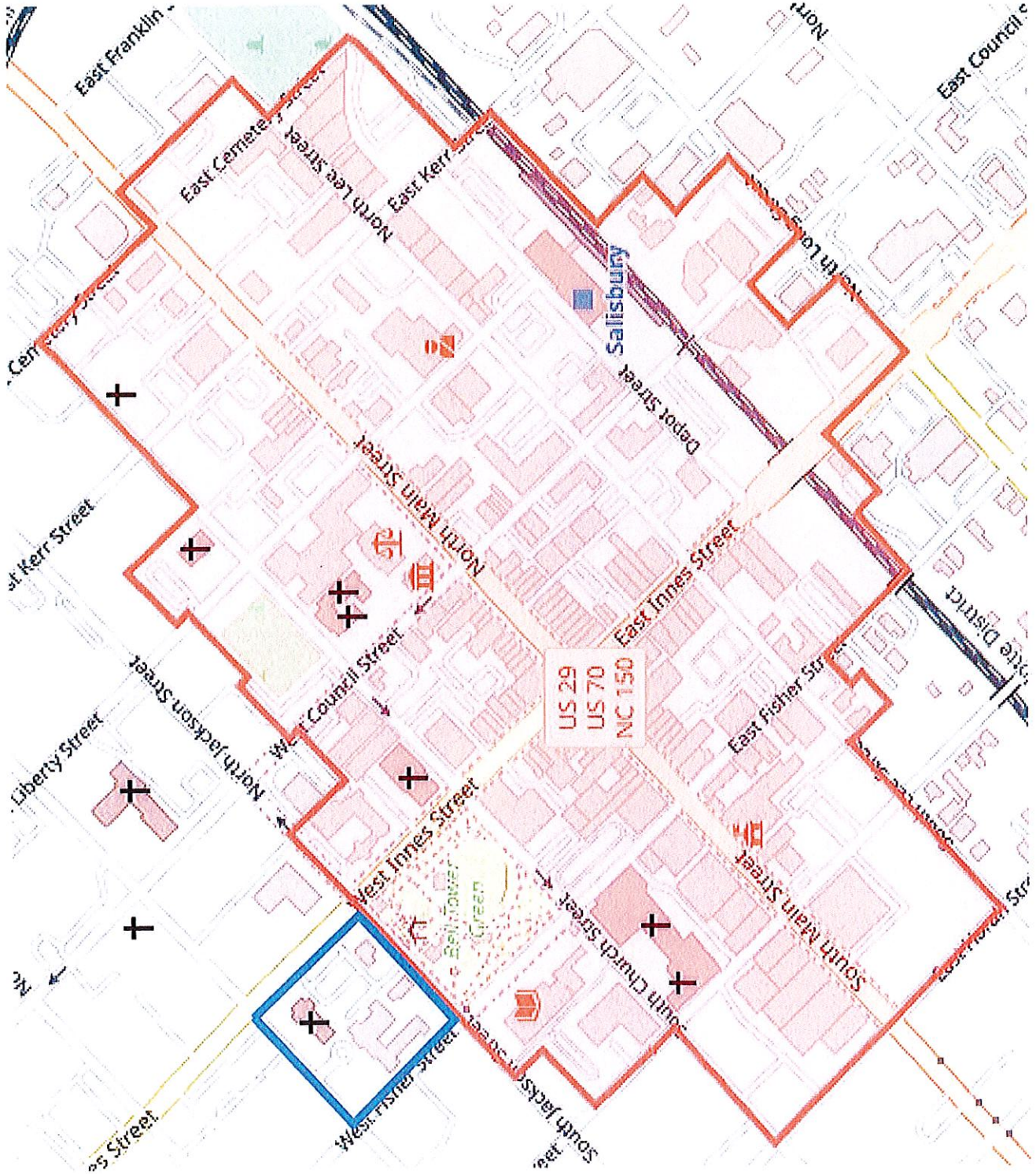
Along with services and supports provided by DSI, The City of Salisbury provides additional services to those properties in the Downtown:

- Additional services during and after special events (provision of additional trash containers, street sweeping, staffing, etc.)
- Dedicated policing presence
- Removal of litter and debris from public areas, curbs and gutter (parks, alleys, bus stops)
- Emptying Public Streetscape trashcans (two times per week)
- Additional trash pick- up services (two times per week)
- Removal of graffiti from public infrastructure using environmentally safe chemical applications, power washing, or painting
- Spraying and mechanical removal of larger concentrations of weeds in public spaces
- General landscaping / bed replacement in public right of ways
- Pressure washing or steam cleaning of public benches, trashcans, and other street furniture and fixtures
- Snow & ice removal from handicap cutouts on sidewalks (special project)
- Track unusual activities, issues, or conditions & report to the City if outside MSD scope of services (graffiti, damaged sidewalks, safety concerns, appearance issues, etc.)
- Straighten street fixtures and furniture (includes: newspaper boxes, benches, trashcans, etc.)

Summary

The expansion of the Downtown MSD to the three properties located in the Bell Tower Green area of Downtown Salisbury meets all criteria stated in NCGS 160A-538 for the extension of service districts. As detailed in this report, the property included in the expansion request is contiguous with the existing MSD, the request comes from the property owner of all included properties, and the area will benefit from services provided by both Downtown Salisbury, Inc. and the City of Salisbury. The general area in the downtown and City will benefit from the expansion of the Downtown MSD to include the stated properties, providing increased downtown revitalization efforts in the City of Salisbury.

- Salisbury MSD
- MSD Boundary
- Proposed Expansion

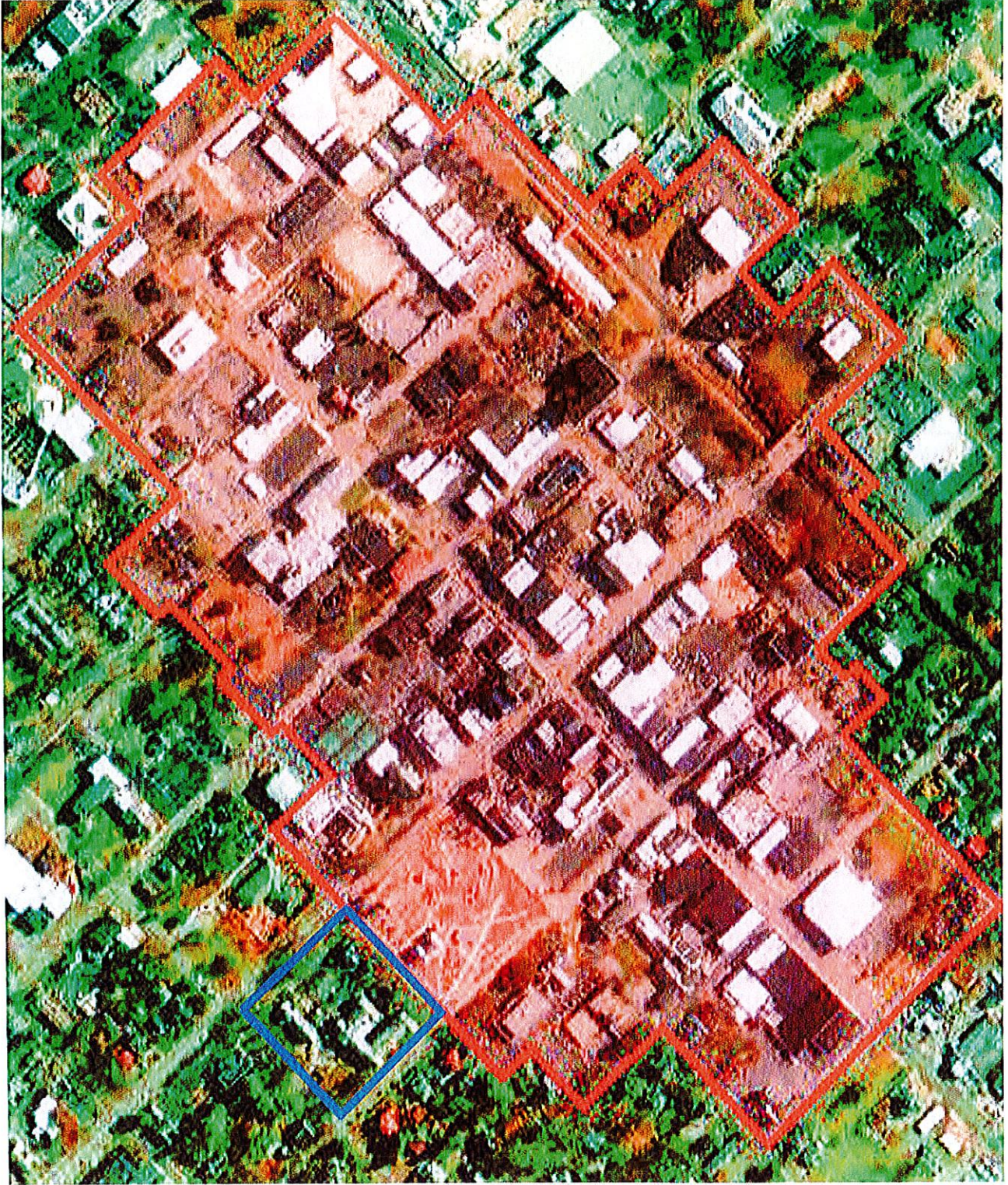


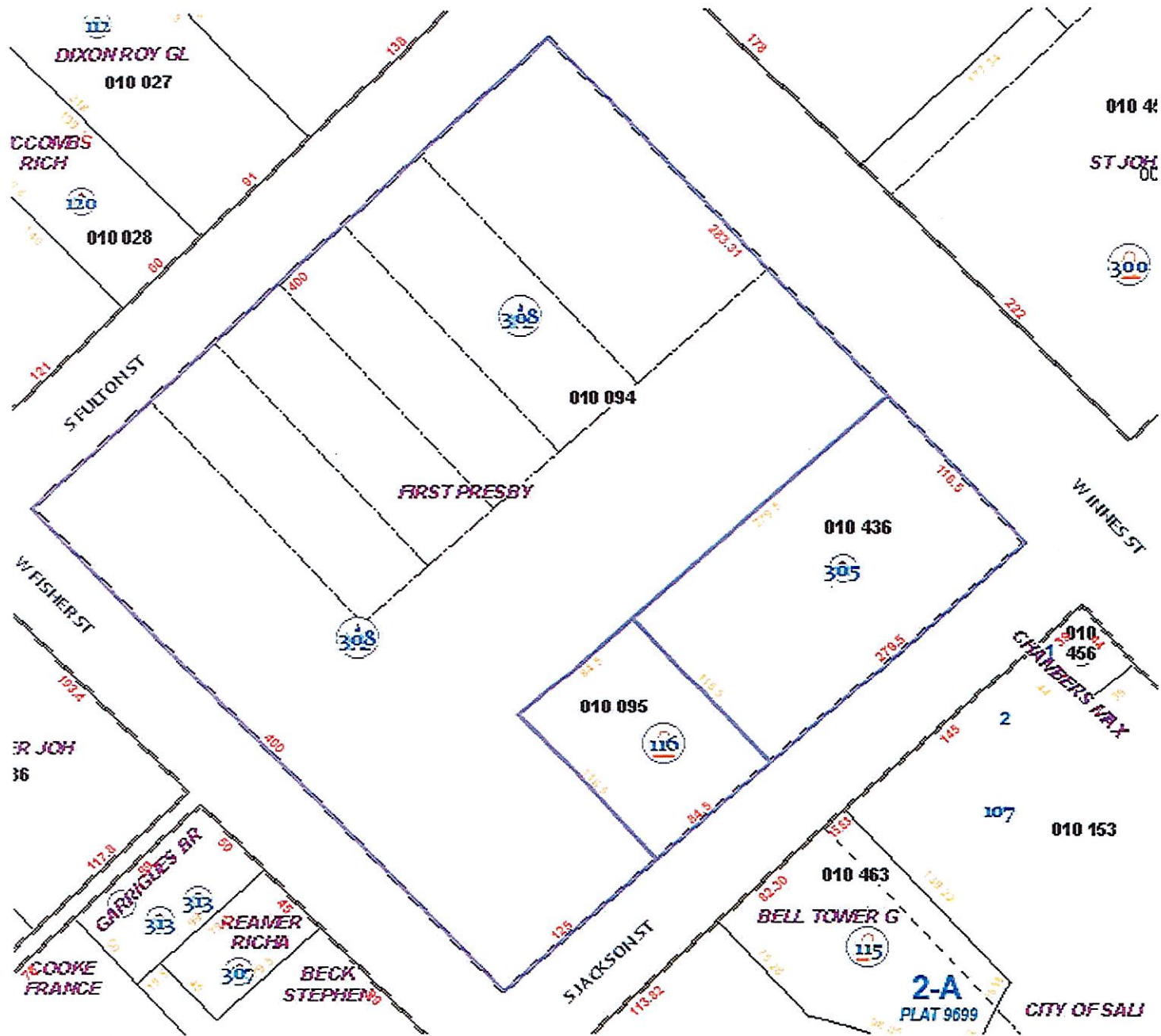
Salisbury MSD

MSD Boundary



Proposed Expansion





Letter (Email) from First Presbyterian to Downtown Salisbury:

Sada,

I hope this finds you well. I am writing on behalf of First Presbyterian Church, Salisbury, NC. As has been discussed by you and David Carmichael, First Presbyterian would love to be included in the Downtown Park's MSD. Reasons we would cite to support our inclusion are the follow:

- First Presbyterian Church originally sat on the property for many years where the Bell Tower Park is now located. Our congregation originally sold that property so that it could be wisely developed for the betterment of the city. The park is now so named after our original bell tower that remains on the property.
- First Presbyterian Church has always been considered a downtown church with our property being contiguous to Bell Tower Park across South Jackson Street. We participate in local events, and see the park and the downtown as a part of our identity as a church.
- Much of the parking for our church is used by the general public visiting the park. We see this as a positive. We love that folks are able to park near our building to enjoy all the park has to offer.

For these reasons above, we feel we should be included in the MSD. Our history with the park, and our approximation to it, would seem to make this request both fitting and fruitful for all involved.

If there's any other information needed in order for you to make a discerned decision, please do feel free to reach out.

Thank you so much for your time, and for your faithful work in our city.

All the best,

Rev. Joshua Musser Gritter, Co-Senior Pastor of First Presbyterian Church

City of Salisbury Department Impact from MSD Expansion, as reported by Department Directors:

Downtown Development:

-Participation for First Presbyterian in Downtown events

-Marketing for First Presbyterian (no expanded scope for contracted marketing company)

Fire: No impact

PD: No impact

Engineering (Transportation): No impact

Public Works: No impact

Parks and Rec: No impact

Planning: No impact

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 06/20/23

Name of Group(s) or Individual(s) Making Request: Wendy Brindle, Engineering

Name of Presenter(s): Sada Troutman, DSI Director

Requested Agenda Item: Main Street Design Services Contract

Description of Requested Agenda Item: The Engineering Department has obtained Surface Transportation Block Grant Program – Direct Attributable (STBGP-DA) funding for the construction of Main Street improvements between Kerr Street and Horah Street. In preparation for grant applications and for construction, the City funded design of the project in the current budget. The design of the project will identify and acquire necessary permits, including those from the North Carolina Department of Transportation (NCDOT), the Historic Preservation Commission (HPC), the NC State Historic Preservation Office (SHPO) and other local, state and federal agencies. In addition, the design phase will address constructability and impacts to downtown with appropriate phasing recommendations, as well as plan for upgrades of aged infrastructure, installation of amenities to improve pedestrian safety and aesthetics, and provide innovative solutions for lighting and maintenance.

A committee, composed of seven staff members and a representative from the DSI Design Committee, reviewed Request for Qualification responses received in January 2023. Five submittals were initially scored, leading to interviews in March with the three top firms. Through the selection process, ESP Associates, Inc. was selected as the desired firm. After finalizing scope and negotiating fees, the final contract amount is \$856,602. The design is anticipated to begin in July, with completion in approximately 12 months, and leading to bidding and construction.

To meet projected schedules for construction using the STP-Da funds, staff recommends that Council authorize the City Manager to execute a contract with ESP Associates, Inc. in the amount of \$856,602 for the construction level design of Main Street Improvements between Kerr and Horah Streets.

Attachments: Yes No

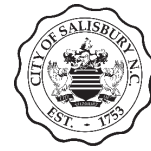
Fiscal Note: *(If fiscal note requires approval by finance department because item exceeds \$100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)*

The current City budget includes \$650,000 of ARPA funds for this project. To cover the balance of the project the City will use a \$50,000 contribution from Salisbury Rowan Utilities and \$156,602 of funds supplanted by ARPA funds.

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

Authorize the City Manager to execute a contract with ESP Associates, Inc. in the amount of \$856,602.00 for the construction level design of Main Street Improvements between Kerr and Horah Streets, and adopt a Budget ORDINANCE to appropriate the additional funds needed to cover the project.

Salisbury City Council Agenda Item Request Form



Contact Information for Group or Individual: Wendy Brindle – 704-638-5201

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

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

FINANCE DEPARTMENT INFORMATION:

A handwritten signature in black ink, appearing to read "M. O'Donoghue", written over a horizontal line.

Finance Manager Signature

A handwritten signature in black ink, appearing to read "Wendy Brindle", written over a horizontal line.

Department Head Signature

A handwritten signature in black ink, appearing to read "Tracey Keyes", written over a horizontal line.

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 2022-2023 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE FUNDS FOR CONSTRUCTION LEVEL DESIGN

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

Section 1. The City needs to appropriate additional funds to cover a construction level design contract with ESP Associates, Inc.

Section 2. That the 2022-23 Budget Ordinance of the City of Salisbury, adopted on June 21, 2022 is hereby amended as follows:

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

(1)	Increase line item 030-721-100-5981.10 Charges – General Fund	<u>\$ 50,000</u>
	Increase line item 030-000-000-4999.00 Fund Balance Appropriated	<u>\$ 50,000</u>
(2)	Increase line item 010-000-000-4981.30 Charges – W/S Fund	\$ 50,000
	Decrease line item 010-671-000-5399.03 ARPA Funds	<u>156,602</u>
		<u>\$ 206,602</u>
	Increase line item 010-555-000-5450.00 Engineering Special Projects	<u>\$ 206,602</u>

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 06/20/23

Name of Group(s) or Individual(s) Making Request: Wendy Brindle, City Engineer

Name of Presenter(s): Sada Troutman, DSI Director

Requested Agenda Item: Municipal Agreement for STBGP-DA Funds – Downtown Salisbury Main Street - Project HL-0064

Description of Requested Agenda Item:

On December 4, 2015, the President signed the Fixing America's Surface Transportation (FAST) Act into law. The FAST Act changed the Surface Transportation Program (STP) name to the Surface Transportation Block Grant Program (STBGP) and amended the provisions contained in 23 USC 133, and from the STBGP funds apportioned to each state for the state's entire Federal-aid system, a portion of the FAST Act allocates STBGP funds directly to any Metropolitan Planning Organization (MPO) that is designated as a Transportation Management Area (TMA). The Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) receives a direct allocation of STBGP funding annually, which is referred to as Surface Transportation Block Grant Program Direct Attributable (STBGP-DA) funds, and has an adopted competitive process to determine which projects are funded. The City of Salisbury was awarded a grant for the construction of Downtown Salisbury Main Street Improvements between Kerr and Horah Streets.

City Council adopted the Downtown Salisbury Main Street Plan on March 16, 2021. The conceptual master plan for Main Street aims at improving safety, attracting tourism and economic investment, addressing aging infrastructure, and retaining small businesses. Shortly after plan adoption, the City implemented a transitional striping plan as Phase 1 in partnership with NCDOT's Main Street (US 29) resurfacing. The current grant will allow Phase 2, construction of all plan elements, for six blocks of the core downtown.

Under terms of the grant agreement, the project will be administered by City staff. NCDOT will reimburse the City for 80% of eligible expenses not to exceed \$7,426,755. The City's portion of \$1,856,689 will come from Fund Balance or other available revenues, and bring the total agreement to \$9,283,444.

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)*

Funds will be allocated for the construction phase in upcoming budget years.

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

City Council to approve a municipal agreement with the North Carolina Department of Transportation in the amount of \$9,283,444 (\$7,426,755 STBGP-DA and \$1,856,689 local match) for construction of Downtown Salisbury Main Street Improvements, Project HL-0064.

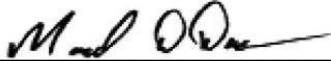
Contact Information for Group or Individual:

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

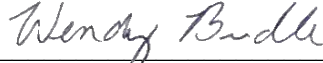
Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Salisbury

County: Rowan

TIP: HL-0064

Project: Downtown Salisbury Main Street (Kerr to Horah)

Scope: streetscape improvements to include curb extensions, landscaping, benches, planters and other features on Main Street (US 29) from Kerr to Horah.

Eligible Activities:

PE	_____	Design
		Environmental
ROW		ROW Acquisition
	50648.2.2	Utility Relocation
CON	50648.3.1	Construction
OTHER		
FEDERAL-AID	5064811	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$7,426,755	80 %	\$1,856,689	20 %
Total Estimated Cost			\$9,283,444	

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

ROWAN COUNTY

DATE: 5/31/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0064

AND

WBS Elements: PE _____

UTIL 50648.2.2

CITY OF SALISBURY

CON 50648.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 5064811

CFDA #: 20.205

Total Funds [NCDOT Participation] \$7,426,755

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Salisbury, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Downtown Salisbury Main Street (Kerr to Horah), hereinafter referred to as the Project, in Rowan County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$7,426,755 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of streetscape improvements to include curb extensions, landscaping, benches, planters and other features on Main Street (US 29) from Kerr to Horah.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Seven Million Four Hundred Twenty-Six Thousand Seven Hundred Fifty-Five Dollars (\$7,426,755), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$7,426,755	80%	\$1,856,689	20%
Total Estimated Cost		\$9,283,444		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$928,344, to use towards the costs related to review

and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

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

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascrpts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for any marked parking, sidewalk, decorative crosswalk and other amenities on Main Street from Kerr to Horah, or as required by an executed encroachment agreement. The Department is responsible for US 29 roadway maintenance.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform

Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.” Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) “Federal Funding Accountability and Transparency Act” (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department’s Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$7,426,755 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to

no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF SALISBURY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Salisbury

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 6, 2023 (Date)

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

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

Name of Presenter(s): Rodney Harrison, Transit Director
Kimberly Bell, Transit Operations Supervisor

Requested Agenda Item: Microtransit Update

Description of Requested Agenda Item: Council will receive an update on the Mobility for Everyone, Everywhere in North Carolina (MEE NC) grant which was submitted to the U.S. Department of Transportation's Rural Surface Transportation Grant Program (RURAL). MEE NC advances the North Carolina Department of Transportation (NCDOT) Integrated Mobility Division (IMD)'s vision and strategy to partner with the state's rural transit systems to launch on-demand microtransit throughout the state. NCDOT-IMD was awarded 10.4 million in grant funds to support the MEE NC Project. The City is one of several transit systems which will receive grant funding.

Council will also receive an update on the proposed microtransit pilot project. Staff recommends a proposed pilot project which will use the Transportation-as-a-Service (TaaS) model. This is a turnkey solution which uses a third party to provides operators, vehicles (maintenance, fuel), software, and operations management. Per NCDOT-IMD timeline, the earliest start date is January 2023. Routes are anticipated to remain the same with minor changes. Route 3 (serving Spencer, East Spencer, VA Medical Center, and Novant Rowan Health Medical Center) will be the pilot route.

Attachments: Yes No

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

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

Council to consider approving a microtransit pilot project utilizing the Transportation-As-A-Service model and using funding awarded though the NCDOT-IMD Rural Surface Transportation Grant Program (RURAL). The proposed project includes replacing one route, Route #3 (Blue Route), and ADA Paratransit service.


Council to consider authorizing staff to move forward with issuing a request for proposal to support our microtransit project utilizing the Transportation-As-A-Service model.

Contact Information for Group or Individual: Rodney Harrison, Transit Director, 704-638-5252

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

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

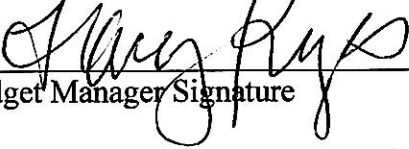
FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

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

For Use in Mayor's Office Only

Approved

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: Kelly Baker

Name of Presenter(s): City Council

Requested Agenda Item: Council to consider appointments the Community Appearance Commission and the Hurley Park Advisory Board.

Description of Requested Agenda Item: The Community Appearance Commission has one seat open and recommends Jason Young be appointed to fill the vacancy. Due to a recent resignation, the Hurley Park Advisory Board also has a seat open. The Hurley Park Adv. Board recommends Jerry Lawson to fill the unexpired term.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to consider appointments the Community Appearance Commission and the Hurley Park Advisory Board.

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

Contact Information for Group or Individual: Kelly Baker 704-638-5233

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*****

Boards and Commissions Worksheet – 2023

Community Appearance Commission – Tamara Sheffield, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Vacant	3/31/23	Yes	

Applicants:
Jason Young*

Notes: Efforts are made to maintain a majority of members who have had special training or experience in a design field, such as architecture, landscape design, horticulture, city planning or a closely related field.

Hurley Park Advisory Committee

<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Vacant	3/31/24		

Applicants:
Jerry Lawson*

Notes: The Hurley Park Adv. Committee recommends Jerry Lawson to fill an unexpired term.

Jerry

Lawson

Submission Date Apr 11, 2023 6:15 PM

First Name Jerry

Last Name Lawson

E-mail jjlawson@gmail.com

Home Phone 7046330607

Business Phone 7042320247

Address 301 Bethel Dr

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Male

Place of Employment NA

Occupation Retired

Do you reside within the City limits of Salisbury?

Yes

Please indicate your #1 preference:

Hurley Park Advisory Board

Have you served on a board or commission of the City of Salisbury?

Yes

Why are you interested in serving on the Board or Commission for which you are applying?

My term ended on the Park and Recreation board. I want to stay connected and I have skills and interest in the Hurley Park.a

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

I have been a contributing member of the Park and Rec Board for several years. I am a retired engineer, manager, troubleshooter, and financial planner.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

Jason

Young

Submission Date Mar 22, 2023 2:06 PM

First Name Jason

Last Name Young

E-mail jasony145@gmail.com

Home Phone 704 640-3869

Address 801 S Fulton St

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Male

Place of Employment VAMC

Occupation RN

Do you reside within the City limits of Salisbury? Yes

Please indicate your #1 preference:

Bell Tower Green Committe

Please indicate your #2 preference:

Hurley Park Advisory Board

Please indicate your #3 preference:

Community Appearance Commission

Have you served on a board or commission of the City of Salisbury?

No

Why are you interested in serving on the Board or Commission for which you are applying?

To be more involved in our community where I grew up.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in your duties as a member of the Board or Commission:

Bachelors in Business Mgmt. Good organization skills. Involved in committees with my work. Take pride in the appearance of my home and neighborhood.

Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?

No

Is there any possible conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Salisbury City Council?

No

I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

I agree

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: June 20, 2023

Name of Group(s) or Individual(s) Making Request: City Attorney

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Adopt a Resolution to set an effective coverage date for Social Security if approved by Salisbury firefighter.

Description of Requested Agenda Item: The City is going through the process to allow Salisbury firefighters to vote on whether firefighters will participate in Social Security. The date scheduled for the referendum vote is August 31, 2023. The process requires a 90-day notice, which has been sent. The firefighters have also had the opportunity to participate in two educational sessions with representatives from Social Security. Staff continues to work with Social Security on the referendum vote process. Social Security has informed staff that City Council must select an effect coverage date for Social Security if the firefighters vote to participate in Social Security. Staff recommends that the effective coverage date be January 1, 2024. If the vote is approved, this effective coverage date will allow time for the City to work with Social Security to finalize the required Modification Agreement and set up the appropriate withholdings through payroll.

Attached is Resolution that sets the effective coverage date as January 1, 2024.

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)*

None

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

Council to adopt a *Resolution Setting Effective Date for Social Security if Approved by Firefighter Referendum Vote.*

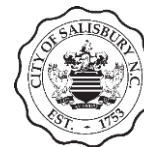
Contact Information for Group or Individual: graham.corriher@salisburync.gov

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:

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:



City of Salisbury
North Carolina

**RESOLUTION SETTING EFFECTIVE DATE FOR SOCIAL SECURITY IF
APPROVED BY FIREFIGHTER REFERENDUM VOTE**

WHEREAS, on December 7, 2021, Salisbury City Council adopted a *Resolution in Support of Conducting a Referendum Vote for Firefighter Participation in Social Security*, which is incorporated into this Resolution by reference as if fully set forth herein; and

WHEREAS, on April 18, 2023, Salisbury City Council adopted a *Resolution Reaffirming Salisbury City Council's Support of Conducting a Referendum Vote for Firefighter Participation in Social Security*, which is incorporated into this Resolution by reference as if fully set forth herein; and

WHEREAS, the Referendum Officer provided Salisbury firefighters with the required 90-day notice of the referendum vote, which vote is scheduled for August 31, 2023; and

WHEREAS, if approved by the firefighters, the City is required to designate an effective coverage date for Social Security; and

WHEREAS, City staff has recommended the effective coverage date be January 1, 2024; and

WHEREAS, Salisbury City Council continues to support participation in Social Security by Salisbury employees and supports allowing Salisbury firefighters to participate in a referendum vote to determine participation in and coverage under Social Security.

NOW, THEREFORE, BE IT RESOLVED by the Salisbury City Council as follows:

1. If the referendum vote for firefighter Social Security passes, the effective coverage date for Social Security shall be January 1, 2024.

Adopted this 20th day of June, 2023.

Karen K. Alexander, Mayor

Connie Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 06/20/2023

Name of Group(s) or Individual(s) Making Request: Salisbury City Council

Name of Presenter(s): Announcement

Requested Agenda Item: 11th Annual Salisbury Pride Festival

Description of Requested Agenda Item: The 11th annual Salisbury Pride Festival will take place at Bell Tower Green on Saturday, June 24, 2023 from 11:00 a.m. until 5:00 p.m. The 2023 theme is United with Pride. A Rainbow Walk will take place around Bell Tower Green at 10:45 a.m. and will march to the main stage to kick off the festival. The event is free and open to the public. For more information please contact Salisbury Pride.

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: No action requested.

Contact Information for Group or Individual: Salisbury Pride

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*****
