



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

April 2, 2024
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 April 2, 2024 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 North Carolina Main Street Award winners. *(Presenter – Downtown Development Director Sada Troutman)*
6. Mayor to proclaim the following observances:

AUTISM ACCEPTANCE MONTH	April 2024
CHILD ABUSE AWARENESS MONTH	April 2024
CIVITAN AWARENESS MONTH	April 2024
FAIR HOUSING MONTH	April 2024
SAFE DIGGING MONTH	April 2024
SEXUAL ASSAULT AWARENESS MONTH	April 2024
WEEK OF THE YOUNG CHILD	April 6-12, 2024

7. Council to consider the CONSENT AGENDA:
 - (a) Approve Minutes of the special meetings of March 5, 2024 and March 14, 2024.
 - (b) Approve a right-of-way encroachment for the installation of underground fiber optic cable by Conterra within the rights-of-way of South Main Street, East Horah Street, South Lee Street and East Bank Street per Section 11-24(27) of the City Code and subject to North Carolina Department of Transportation approval.
 - (c) Approve an update to the job and pay classification system to add the position of Assistant Finance Director at Pay Grade 22.
 - (d) Set a public hearing for April 16, 2024 to consider an incentive grant for RP Salisbury Partners, LLC.

COUNCIL MEETING AGENDA – PAGE 2 – April 2, 2024

- (e) Authorize the City Manager to sign a commitment letter for Community Development Block Grant funding subject to review and approval by the City Attorney, and execute any documents necessary to secure a promissory note and deed of trust in favor of the City for the Ford City Motor Lofts Project.
 - (f) Authorize the City Manager to approve Purchase Order 240931 in the amount of \$138,400 for the purchase of a New 75 YD Tarco leaf machine from Amick Equipment Company, Inc. as approved in the FY2024 budget.
8. 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.
 9. Council to consider the installation of an arch at the Patriot’s Flag Concourse at City Park in partnership with the Salisbury Rotary Club and to authorize the City Manager to execute an agreement to accept ownership of the installation for maintenance upon completion of the project. (*Presenter – Landscape Architect Stephen Brown*)
 10. Council to consider a 3% increase to health insurance premiums for the fiscal year beginning July 1, 2024 for employees and the City. (*Presenter – Finance Director Wade Furches*)
 11. Council to consider approving a pilot Small Business Assistance Program in partnership with the Rowan County Chamber of Commerce. (*Presenter – Planning and Neighborhoods Director Hannah Jacobson*)
 12. Council to authorize the City Manager to enter into a contract with CPL Architects and Engineers, P.C. in the amount of \$197,373 and up to an additional \$28,000 if needed for alternates, for a Multiuse Center Master Plan for the Civic Center improvement project and authorize the City Manager to enter into a Memorandum of Understanding with Rufty-Holmes Senior Center regarding the partnership and reimbursement of 50% of the contract amount. (*Presenter – Public Works Director Chris Tester*)
 13. Council to consider approving the removal of the median within the cul-de-sac on Jared Steele Lane. (*Presenter – Transportation Director Wendy Brindle*)
 14. Council to consider adopting an Ordinance to board-up the dilapidated residential structure located at 516 South Clay Street per City Code, Chapter 10 of the Minimum Housing Ordinance. (*Presenter – Code Services Manager Michael Cotilla*)
 15. Council to consider authorizing the City Manager to execute an agreement with ESP Associates, Inc. in the amount of \$274,700 for the survey, surface utility engineering, and civil engineering services associated with the Downtown Waterline Improvement Project. (*Presenter – Assistant Utilities Director Jason Wilson*)
 16. Council to receive a FY2025 Budget presentation from Salisbury-Rowan Utilities. (*Presenters – Utilities Director Jim Behmer and Assistant Utilities Director Jason Wilson*)
 17. Council to receive an update from Public Works on the request for an additional solid waste crew and collection vehicle and a proposed rate increase for July 1, 2024 as part of FY2025 budget. (*Presenter – Public Works Director Chris Tester*)

COUNCIL MEETING AGENDA – PAGE 3 – April 2, 2024

18. Council to consider appointments to various boards and commissions.
19. City Attorney's Report.
20. City Manager's Report.
21. Council's Comments.
22. Mayor Pro Tem's Comments.
23. Mayor's Announcements and Comments.
 - (a) The Public Arts Commission invites artists of all ages and skillsets to submit their designs for the second Paint the Pavement Project. There is no cost to enter and all materials will be supplied. A \$200 stipend will be given to artists upon completion. Entries will be accepted through Wednesday, May 1st. For more information call (704) 638-5235.
 - (b) Applications are being accepted for neighborhood participation in the 2024 BlockWork event scheduled for Saturday, October 26th. The deadline to submit an application is May 1st. For more information call 704-638-5235.
24. Adjourn.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Downtown Development Dept.

Name of Presenter(s): Sada Troutman

Requested Agenda Item: Recognition of NC Main Street Award Winners

Description of Requested Agenda Item: At the 2024 North Carolina Main Street Conference, Downtown Salisbury stakeholders were recognized as award winners by the Department of Commerce. Josh Barnhardt led The Salisbury Building, along with Bogle Firm Architecture and Vertex Construction, which won the 2023 Award of Merit for Best Adaptive Reuse Project. It was one of only three projects in the state to win this distinction.

Tonyan Schoefield, owner of House of T Grace Studio Wellness Boutique and Fit For a Queen, was one of forty people named an NC Main Street Champion by the Department of Commerce. Main Street Champions exemplify love for community and dedication to making their Downtown community a better place, qualities that Tonyan exudes daily.

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: Sada 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

Sada Troutman

Department Head Signature

Budget Manager Signature



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, every April, people across the world take time to recognize the millions of people living with autism spectrum disorder during Autism Acceptance Month; and

WHEREAS, autism spectrum disorder is a pervasive developmental disorder affecting the social, communication, and behavioral skills of those affected by it; and

WHEREAS, one in 68 American children are diagnosed on the autism spectrum; and

WHEREAS, students are provided educational services in a variety of settings, from general education classes to separate Exceptional Student Education (ESE) classes; and

WHEREAS, the numbers of those affected by this disorder has increased over time as identification methods have improved; and

WHEREAS, the community continues awareness efforts in order to educate professionals, students, and community members about autism and best practices in educating individuals with autism

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, DO HEREBY PROCLAIM the month of April 2024 as

AUTISM ACCEPTANCE MONTH

in Salisbury, and call upon the citizens to create a culture of awareness for all members of the community.

This the 2nd day of April 2024.



Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Child Abuse Awareness Month takes place in April as a time for communities to come together to build caring connections, supportive environments, and positive experiences for all children; and

WHEREAS, all adults play a role in building the safe, stable, nurturing homes and environments needed for the healthy development of our future generation of parents, leaders, and community members; and

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, Do HEREBY PROCLAIM the month of April 2024 as

CHILD ABUSE AWARENESS MONTH

in Salisbury, and call upon all citizens and the community to support families, thereby preventing child abuse and strengthening the community in which we live.

This the 2nd day of April 2024.




Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Civitan is an association of community service clubs founded in 1917 by a group of businessmen determined to make a difference in their community; and

WHEREAS, Civitan International has become one of the most active volunteer civic organizations in the United States, and has more than 40,000 total members across North America, Europe, Africa and Asia, including youth and college programs; and

WHEREAS, Salisbury is home to the Civitan Club of Salisbury, one of the 100 oldest continuously existing Civitan Clubs in the world, which has been in continuous existence since August 15, 1922; and

WHEREAS, the mission of Civitan worldwide is to build good citizenship by providing a volunteer organization of clubs dedicated to serving individual and community needs, with an emphasis on helping people with developmental disabilities; and

WHEREAS, Civitan Club of Salisbury members serve the community by fulfilling local charitable needs and generously providing of their time, financial support and continually seek experiences that provide fellowship, life direction, character building, leadership development, and the satisfaction of helping those in need; and

WHEREAS, the City of Salisbury recognizes and celebrates the contributions and dedication of Civitan International and the members of the Civitan Club of Salisbury whose efforts continue to make our community a better place to live, work, and raise families.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of Salisbury City Council, DO HEREBY PROCLAIM the month of April 2024 as

CIVITAN AWARENESS MONTH

in Salisbury, and commend its observance to all citizens.

This the 2nd day of April 2024.



Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, April is National Fair Housing Month; and

WHEREAS, April 11, 2024 marks the 56th anniversary of the passage of the Fair Housing Act which protects against discrimination whether renting, buying, or securing financing for any housing; and

WHEREAS, each April we come together as a community and a nation to celebrate the passing of the Fair Housing Act in the aftermath of Reverend Dr. Martin Luther King Jr's assassination and recommit to eliminate housing discrimination and create equal opportunity in every community; and

WHEREAS, the City of Salisbury seeks a high quality of life for all citizens and prohibits discrimination because of race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, economic stability, community health, and human relations in all neighborhoods are improved by diversity and integration; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity violate the common sense of decency and fairness; and

WHEREAS, the City of Salisbury strives to be an inclusive community committed to equal housing opportunities for all residents and prospective residents.


NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, DO HEREBY PROCLAIM the month of April 2024 as

FAIR HOUSING MONTH

in Salisbury, and promote appropriate activities to provide and advocate for equal housing opportunities for all residents and prospective residents.

This the 2nd day of April 2024.




Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, the City of Salisbury encourages the public to call 811 to have underground lines located prior to digging; and

WHEREAS, each year the City's underground utility infrastructure is jeopardized by unintentional damage conducted by those who failed to call 811 before digging, causing service interruption, damage to the environment, personal injury, and in some cases death; and

WHEREAS, by calling the North Carolina 811 Center to request utility line location, individuals throughout the City can help to reduce damages and improve efficiency of our communities' infrastructure; and

WHEREAS, the North Carolina 811 Center performs a public service by offering free assistance to all businesses and residents in North Carolina through education about safe digging practices, and by providing a convenient means of communications between the excavating public and member utilities; and

WHEREAS, excavators and individuals can save time and money by calling 811 in advance of any project waiting the required amount of time, respecting the marked lines by maintaining visual definition throughout the course of the excavation, and digging with care; and

WHEREAS, the City of Salisbury joins the North Carolina 811 Center in encouraging all parties to know what's below and to call 811 before digging for safer and stronger communities across our state.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, DO HEREBY PROCLAIM the month of April 2024 as

SAFE DIGGING MONTH

in Salisbury, and commend its observance to all citizens.

This the 2nd day of April 2024.




Karen K. Alexander, Mayor



City of Salisbury
North Carolina

PROCLAMATION

WHEREAS, April is nationally recognized as Sexual Assault Awareness Month and is intended to raise awareness to the fact sexual violence is widespread and has public health implications for every community member; and

WHEREAS, according to the National Sexual Violence Resource Center, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that 1 in 5 women and nearly 24.8% of men will be raped at some point in their lives; and

WHEREAS, there is a need for a commitment to create a culture where we educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, it is encouraged that every person speak out when witnessing acts of violence of any kind; and

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, the City of Salisbury supports the efforts of national, state, and local partners, and every citizen to actively engage in public and private efforts including conversations about what sexual violence is, how to prevent it, how to help survivors connect with resources, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, DO HEREBY PROCLAIM the month of April 2024 as

SEXUAL ASSAULT AWARENESS MONTH

in Salisbury, and encourage all citizens to learn more about sexual assault and commit to keeping our community safe from sexual violence and stand with the survivors and victims.

This the 2nd day of April 2024.



Karen K. Alexander, Mayor



Office of the
Mayor

City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Smart Start Rowan, in conjunction with early childcare centers, North Carolina Association for the Education of Young Children (NCAEYC), and National Association for the Education of Young Children (NAEYC) celebrate the Week of the Young Child April 6 through 12, 2024; and

WHEREAS, Smart Start Rowan works locally to promote and inspire high-quality early childhood experiences for Salisbury's youngest citizens to provide a foundation for successful learning; and

WHEREAS, the public policies in place support early learning for all young children and are crucial to a young child's future and the prosperity of our society; and

WHEREAS, teachers and volunteers who work with young children locally from birth to age eight, and those who make a difference in the lives of young children in North Carolina deserve thanks and recognition.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, on behalf of the Salisbury City Council, DO HEREBY PROCLAIM the week of April 6 through 12, 2024 as the

WEEK OF THE YOUNG CHILD

in Salisbury, and encourage citizens to support and invest in early childhood education.

This the 2nd day of April 2024.



Karen K. Alexander, Mayor

Salisbury, North Carolina
March 5, 2024

SPECIAL MEETING

PRESENT: Mayor Karen Alexander, Mayor Pro Tem Tamara Sheffield and Council Members Harry McLaughlin, David Post and Anthony Smith. Deputy City Manager Mr. Richard White, City Attorney J. Graham Corriher and City Clerk Connie B. Snyder

ABSENT: City Manager Jim Greene

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

ADOPTION OF THE AGENDA

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

CLOSED SESSION

Thereupon, Councilmember Post made a **motion** to go into Closed Session concerning an economic development matter as allowed by NCGS 143-318.11(a)(4) and the acquisition of property as allowed by NCGS 143-318.11(a)(5). Mayor Alexander, Mayor Pro Tem Sheffield and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

RETURN TO OPEN SESSION

Council returned to open session. Mayor Alexander noted no action was taken in closed session.

ADJOURNMENT

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 6:07 p.m.

Karen K. Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury, North Carolina
March 14, 2024

SPECIAL MEETING

PRESENT: Council Members Harry McLaughlin, David Post, and Anthony Smith.

ABSENT: Mayor Karen Alexander, Mayor Pro Tem Tamara Sheffield, City Manager Jim Greene, Jr., City Clerk Connie Snyder, and City Attorney Graham Corriher.

Members of City Council attended the Rowan Municipal Association meeting hosted by the Town of Landis. The event was held at Trinity Oaks located at 728 Klumac Road, Salisbury, and began at 6:00 p.m. No action was taken by Council.

The event ended at 7:30 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: April 2, 2024

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

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

Requested Agenda Item: Request from Conterra for an Encroachment on S. Main Street, E. Horah Street, S. Lee Street, and E. Bank Street to extend fiber optic cable

Description of Requested Agenda Item: Conterra requests approval of installation of 1770ft. +/- of 72 count armored fiber in 1420+/- 1.25" HDPE SDR13.5 conduit. 350 ft. +/- of fiber will be used in slack loops at various handholes. The proposed work is to take place via an open trench method beginning at the southeast corner of S. Main Street and E. Horah Street, to S. Lee Street, then S. Lee Street to E. Bank Street. Refer to the attached map for complete routing plan and footages. City Council approval of encroachments is required by Section 11-24 (27) of the City Code. Work within S. Main Street also requires NCDOT approval.

Staff review included input from Transportation, Public Works and Salisbury-Rowan Utilities. Staff recommends approval subject to the following conditions:

- All improvements and restoration shall be made at no expense to the City.
- A \$5,000 bond will be required prior to construction within the City Limits.
- A pre-construction meeting will be required prior to construction.
- On-site inspection will be required during all critical street crossings.
- Any markers for underground facilities shall be flush with the ground.
- Lane closures shall be coordinated through the Transportation Department.
- Conterra shall participate with the State's one-call locating program, and appropriate locator tape shall be installed to facilitate future field location. SRU requires that all new facilities maintain a clear horizontal separation of at least 48" (measured edge to edge) from existing utilities, and a clear vertical separation of at least 24" from existing utilities. All crossings must be identified/potholed prior to excavation.
- Engineering "as-built" plans shall be maintained by Conterra and made available to the City upon request.
- If the City (or State) makes an improvement to the public Right-of-Way, Conterra facilities shall be adjusted or relocated at no expense to the City (or 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)*

There is no budgetary impact on this item.

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

Salisbury City Council Agenda Item Request Form



City Council to consider approval of a right-of-way encroachment for installation of underground fiber optic cable by Conterra within the rights-of-way of S. Main Street, E. Horah Street, S. Lee Street, & E. Bank Street per Section 11-24 (27) of the City Code, and subject to NCDOT approval.

Contact Information for Group or Individual: Wendy Brindle 704-638-5201, Barry King 704-216-2712

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:



CONSTRUCTION NOTES

0 10' 20' 30' 40' 50'
 SCALE: 1"=50'

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

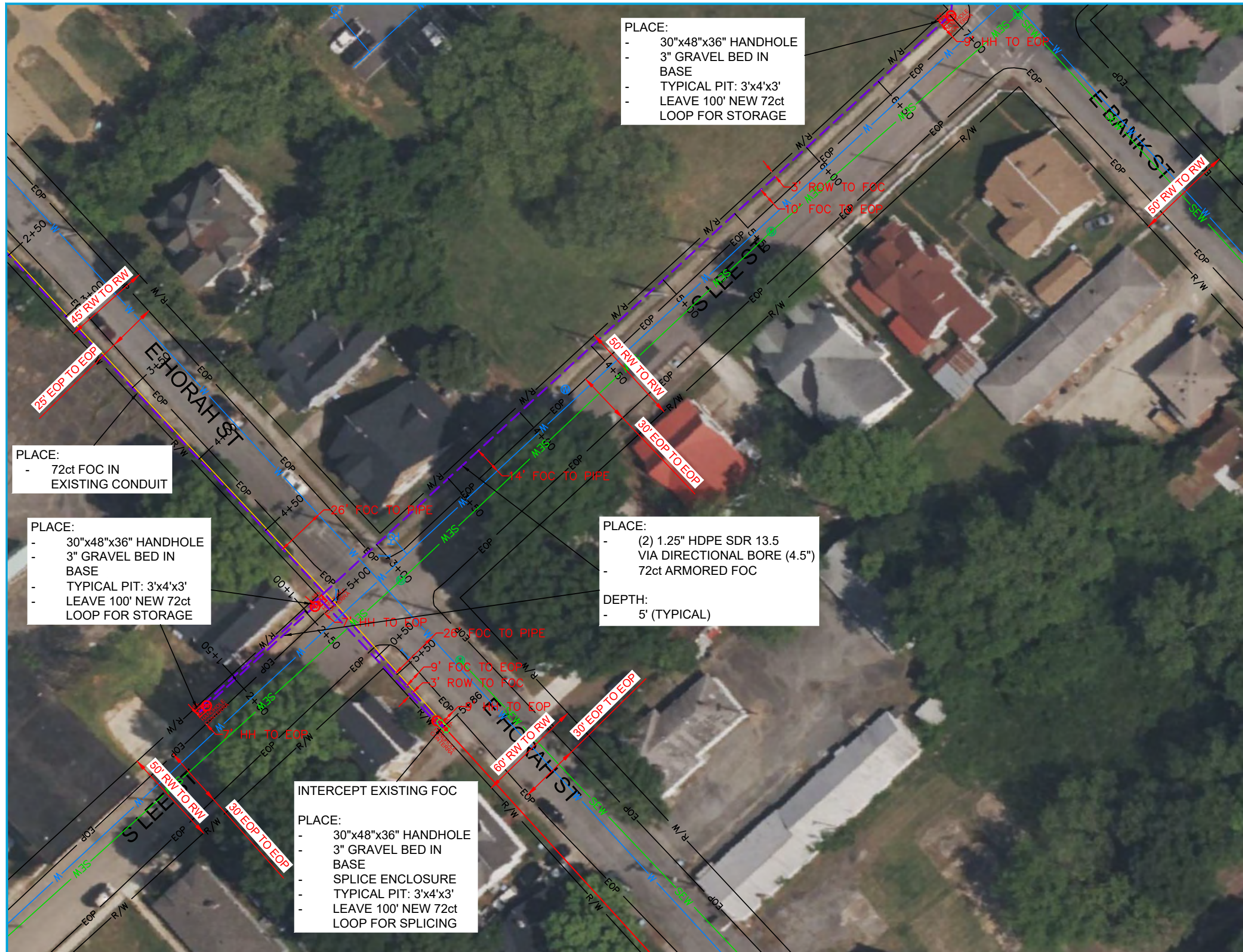
PLACE:
 - 72ct FOC IN EXISTING CONDUIT

REV	DESCRIPTION	DATE

SHEET TITLE: **PROJECT SHEET**

PROJECT MANAGER:	JONATHAN DRAWDY (704) 458-0700
PROJECT ENGINEER:	DARIUS OLAZABAL
PROJECT NUMBER:	P-022857
DESCRIPTION:	SALISBURYBUSINESSCENTER_P-022857
DRAWING NAME:	SalisburyBusinessCenter_P-022857 CITY.dwg

SHEET: **12 of 14**



PLACE:
 - 30"x48"x36" HANDHOLE
 - 3" GRAVEL BED IN BASE
 - TYPICAL PIT: 3'x4'x3'
 - LEAVE 100' NEW 72ct LOOP FOR STORAGE

PLACE:
 - 72ct FOC IN EXISTING CONDUIT

PLACE:
 - 30"x48"x36" HANDHOLE
 - 3" GRAVEL BED IN BASE
 - TYPICAL PIT: 3'x4'x3'
 - LEAVE 100' NEW 72ct LOOP FOR STORAGE

PLACE:
 - (2) 1.25" HDPE SDR 13.5 VIA DIRECTIONAL BORE (4.5") 72ct ARMORED FOC
 DEPTH:
 - 5' (TYPICAL)

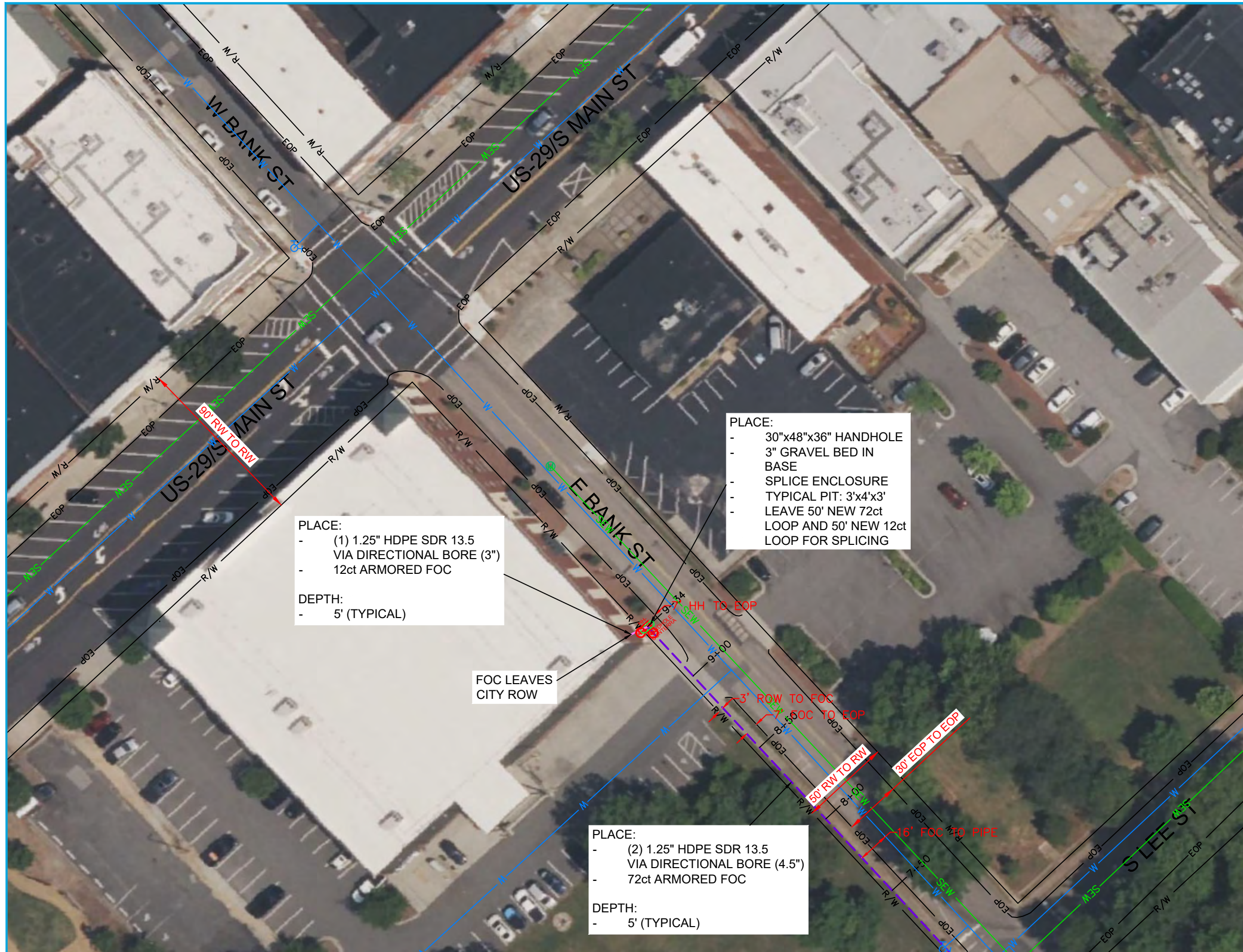
INTERCEPT EXISTING FOC
 PLACE:
 - 30"x48"x36" HANDHOLE
 - 3" GRAVEL BED IN BASE
 - SPLICE ENCLOSURE
 - TYPICAL PIT: 3'x4'x3'
 - LEAVE 100' NEW 72ct LOOP FOR SPLICING

CONSTRUCTION NOTES

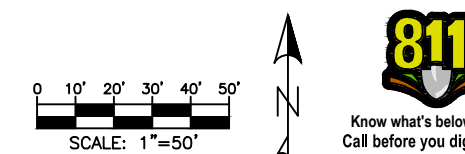
SCALE: 1"=50'

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

REV	DESCRIPTION	DATE
SHEET TITLE: PROJECT SHEET		
PROJECT MANAGER:	JONATHAN DRAWDY (704) 458-0700	
PROJECT ENGINEER:	DARIUS OLAZABAL	
PROJECT NUMBER:	P-022857	
DESCRIPTION:	SALISBURYBUSINESSCENTER_P-022857	
DRAWING NAME:	SalisburyBusinessCenter_P-022857.dwg	
SHEET:	13 of 14	
CONFIDENTIAL/PROPRIETARY		



CONSTRUCTION NOTES



SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

REV	DESCRIPTION	DATE

SHEET TITLE: **PROJECT SHEET**

PROJECT MANAGER:	JONATHAN DRAWDY (704) 458-0700
PROJECT ENGINEER:	DARIUS OLAZABAL
PROJECT NUMBER:	P-022857
DESCRIPTION:	SALISBURYBUSINESSCENTER_P-022857
DRAWING NAME:	SalisburyBusinessCenter_P-022857 CITY.dwg

SHEET: **14 of 14**

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Wade Furches, Finance Director

Name of Presenter(s): Wade Furches, Finance Director

Requested Agenda Item: Council to consider approving an update to job classifications based on department re-organizations.

Description of Requested Agenda Item: The City's Finance Department would like to create the position of Assistant Finance Director. This position would work closely with the Finance Director, serve as Acting Director in the absence of the Finance Director and assist Finance Department managers. No new position will be added to the Finance Department for this update.

Position Title	Grade	Min-Max Range
Assistant Finance Director	22	\$79,608 - \$127,373

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)*

Council to consider approving an update to the job classifications and pay system based on department re-organization to add an Assistant Finance Director, Grade 22.

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

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: April 2, 2024

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

Name of Presenter(s): Graham Corriher, City Attorney

Requested Agenda Item: Schedule a public hearing for April 16, 2024, to consider an economic incentive grant request for RP Salisbury Partners, LLC

Description of Requested Agenda Item: RP Salisbury Partners, LLC, is developing a Class A industrial park on Peeler Road. The company estimates it will invest approximately \$120 million in capital investment to construct the industrial park, including a \$3.4 million investment in public infrastructure. The company is requesting City Council to consider a Level 3 incentive grant request equal to 85% on the new taxes paid on real property over a five-year period. The development is located outside the City limits and is contiguous to other developments that are within the City limits. As a condition of receiving grant funds and public water and sewer, the Company will petition for annexation into the City limits. City Council must hold a public hearing prior to approving an economic incentive grant contract.

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 set a public hearing for April 16, 2024, to consider an incentive grant for RP Salisbury Partners, LLC.

Contact Information for Group or Individual: Graham Corriher 704-638-5309

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

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

Name of Presenter(s): Graham Corriher, City Attorney

Requested Agenda Item: Council to authorize the City Manager to execute a Commitment Letter for the Ford City Motor Lofts project

Description of Requested Agenda Item: The City Council has previously approved committing \$200,000 from Community Development Block Grant (CDBG) funding to support the Ford City Motor Lofts project, a 64-unit affordable senior housing project located at 419 South Main Street (the "Project"). The funding would be committed over two funding cycles, in FY25 and FY26. For purposes of financing, the developer (Ford City Motor Lofts, LP) requires a commitment letter from the City outlining the terms pursuant to which the funds would be provided. Since the funding is subject to receipt of two years of federal CDBG appropriation and two years of City budget approval, City staff has worked with the Developer on a proposed commitment letter to satisfy the Developer's requirements, which is attached. The proposed loan would be for 30 years at 0% interest and would be forgiven if the Project is constructed and operated for the period of affordability required by the CDBG program. Otherwise, the CDBG funds would be returned to the City, plus interest. The City Attorney will use this commitment letter to draft a promissory note and deed of trust to be executed by the Developer in favor of the City. This approval does not change the amount of the City's previously-approved financial commitment for this Project.

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: City Council to authorize the City Manager to sign a Commitment Letter for CDBG Funding and, subject to review and approval by the City Attorney, to execute any documents necessary to secure a promissory note and deed of trust in favor of the City for the Ford City Motor Lofts Project.

Contact Information for Group or Individual: Graham Corriher, City Attorney,
graham.corriher@salisburync.gov, 704-638-5309

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)

Salisbury City Council Agenda Item Request Form



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:



Office of the City
Manager

City of Salisbury

North Carolina

April 3, 2024

Ms. Wendy Ford, President and CEO
Osceola Council on Aging
700 Generation Point
Kissimmee, Florida 34744

Re: Commitment of Community Development Block Grant (CDBG) funds to the Ford City Motor Lofts at 419 South Main Street.

Dear Ms. Ford:

Subject to the terms in this commitment letter (the "Commitment"), the City of Salisbury intends to loan \$200,000 in CDBG funds to Ford City Motor Lofts, LP to assist with the development of the Ford Motor City Lofts, a low-income housing project in Salisbury, NC. The Commitment will be structured as a loan subject to the following terms:

Borrower:	Ford City Motor Lofts, LP, a North Carolina limited partnership
Lender:	City of Salisbury, a North Carolina municipal corporation
Loan amount:	\$200,000.00
Source of Funds:	Community Development Block Grant Funding Allocations for two subsequent funding years, FY 2024–2025 and FY 2025–2026
Project:	Construction of new buildings and renovation and rehabilitation of existing buildings to create a 64-unit apartment community for low-income residents to be located at 419 South Main Street, Salisbury, NC 28144
Collateral:	A Deed of Trust encumbering all land, improvements, fixtures, personalty, and other rights and property that constitute the Project, subordinate to senior lenders
Use of Funds:	The funds shall be used exclusively to support the Project.
Disbursement:	The City shall disburse the Funds in two payments. Each payment is conditioned upon allocation of CDBG funds from the Department of Housing and Urban Development ("HUD") and budgetary allocation by the Salisbury City Council for the respective funding and budget years. If those conditions are satisfied, the "First Payment" is expected to be made by August 2024 and the "Second Payment" is expected to be made by August 2025.

- Interest Rate:** 0%, except in the event of a material violation of the Commitment, in which case 7% per annum retroactive to date of First Payment
- Term:** The Term shall include a “Construction Phase” and a “Permanent Loan Phase.” The Construction Phase shall begin on the date the First Payment is made and shall end on the date of the final certificate of occupancy for all of the buildings in the Project. The Permanent Loan Phase shall begin on the last date of the Construction Phase and shall end on a date that is 30 years from the last date of the Construction Phase.
- Repayment:** The loan shall be repaid upon a material violation of the terms of the Commitment or, if no material violation, at the end of the Term.
- Draws:** All costs related to closing the loan will be borne by the Borrower, including recording fees and attorney’s fees.
- CDBG Requirements:** Borrower agrees to meet all of CDBG requirements, including eligible tenants, rent levels, access to records, Environmental Review, Davis Bacon, Section 3, and any other requirements by HUD.
- Other Conditions:** Borrower must provide evidence of commitment of all other financing necessary to complete the development.

We look forward to working with you as you develop affordable housing in Salisbury. If you have any further questions, do not hesitate to contact me at (704) 638-5228.

Sincerely,

Jim Greene, Jr.
City Manager

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

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

Name of Presenter(s):

Requested Agenda Item: Council to consider approving Purchase Order(s) #240931

Description of Requested Agenda Item: Approve Purchase Orders:
PO #240931 - Amick Equipment Company, Inc. - 25 YD Tarco Leaf Machine - \$138,400.00.

Attachments: Yes No

Fiscal Note: PO240914 is for a new 75 YD Tarco Leaf Machine. Funding is available in the Stormwater Equipment Replacement Fund, and was included in the FY2023-2024 Budget. All purchasing guidelines were followed in this purchase according to G.S. 143-129(e)(10). The purchase is being made from the NC Sheriff Association Contract.

Action Requested of Council for Agenda Item: Authorize the City Manager to approve Purchase Order 240931 in the amount of \$138,400.00 for the purchase of a New 75 YD Tarco Leaf Machine from Amick Equipment Company, Inc.

Contact Information for Group or Individual: Finance Manager Mark Drye, 704 638-5308
mdrye@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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Stephen Brown, Landscape Architect

Name of Presenter(s): Stephen Brown

Requested Agenda Item: Council consider approving the installation of an arch at the Patriot's Flag Concourse at City Park in partnership with the Salisbury Rotary Club and authorizing the City Manager to execute an agreement to accept ownership of the installation for maintenance upon completion.

Description of Requested Agenda Item: For many years the Salisbury Rotary Club has been raising funds and installing memorials at the Patriot's Flag Concourse located at City Park in recognition of veterans from all branches of service. The idea for the memorials originated with Reid Leonard, and he was instrumental in raising funds for the Concourse. Currently there are memorials to veterans of World War I, World War II and Vietnam. Last year Mr. Leonard passed away and the Rotary Club has been raising funds to install an arch at the Concourse, which was a long-term goal of Mr. Leonard. Landscape Architect Stephen Brown who worked closely with Mr. Leonard and the Rotary Club for development of the Patriot's Concourse, has designed plans for the arch that were completed with Mr. Leonard's assistance prior to his passing.

With Council's approval, the Salisbury Rotary Club would like to place the arch on the walkway at the front of the Patriot's Concourse. The Club will be responsible for all costs, bidding and construction. As with the other memorials at the Concourse, Mr. Brown will serve as the City project manager to help oversee construction. Council is asked to authorize the placement of the arch on City property and authorize the City Manager to execute a contract to accept ownership of the arch for future maintenance.

The Parks and Recreation Advisory Board has fully endorsed the plan

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 consider approving the installation of an arch at the Patriot's Flag Concourse at City Park in partnership with the Salisbury Rotary Club and authorizing the City Manager to execute an agreement to accept ownership of the installation for maintenance upon completion

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

Contact Information for Group or Individual: Stephen Brown, sbrow@salisburync.gov 704-638-4481

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

Salisbury City Council Agenda Item Request Form



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

FINANCE DEPARTMENT INFORMATION:

A handwritten signature in black ink, appearing to read "Charles H. Jones", is written over a horizontal line.

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

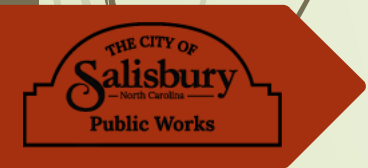
Approved

Delayed

Declined

Reason:

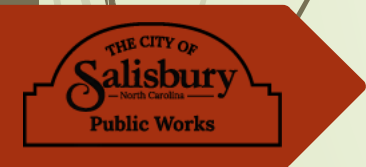
Patriots Flag Concourse Arch of Freedom



Patriots Flag Concourse Arch of Freedom

Arch of Freedom Site Plan

1 in = 10 ft



Patriots Flag Concourse Arch of Freedom

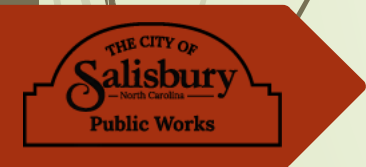
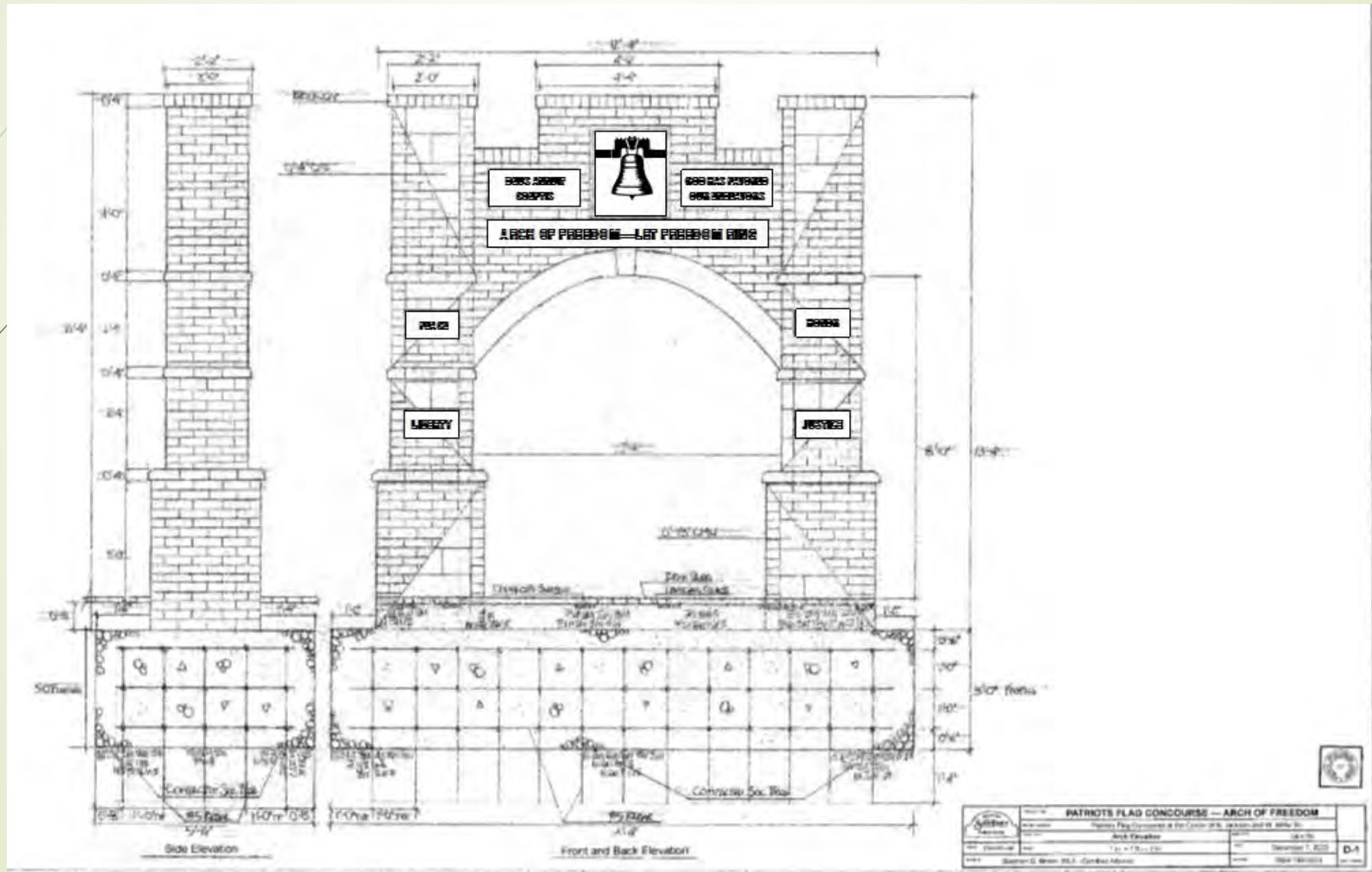


View From
West Miller Street
Looking into the Flag Concourse



View From Inside
The Patriots Flag Concourse
Looking toward W. Miller Street

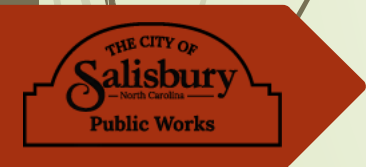
Patriots Flag Concourse Arch of Freedom



Patriots Flag Concourse Arch of Freedom

Arch of Freedom Site Plan

1 in = 10 ft



Patriots Flag Concourse Arch of Freedom



W. Miller St.
Facing The Patriots
Flag Concourse



S. Jackson St.
Facing The Patriots
Flag Concourse

Lighting Similar to this Example



Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Finance Director Wade Furches

Name of Presenter(s): Finance Director Wade Furches

Requested Agenda Item: Council to consider approving a three percent increase in health insurance premiums for the fiscal year beginning July 1, 2024.

Description of Requested Agenda Item: The City is self-insured for Healthcare. The City's Healthcare Fund is funded by health insurance premiums paid by the City and its employees. While the Healthcare Fund is strong and healthy, recent trends indicate that it is time to consider increasing health insurance premiums – for the City and employees – after 7 years with no increase.

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 Finance Department has monitored the trends in health insurance costs and the Healthcare Fund Balance and is recommending an increase in health insurance premiums for both the City and the employees.

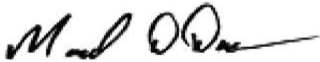
Action Requested of Council for Agenda Item: Approve a three percent increase in health insurance premiums for the fiscal year beginning July 1, 2024.

Contact Information for Group or Individual: Wade Furches, 704-638-5302

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)

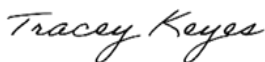
FINANCE DEPARTMENT INFORMATION:

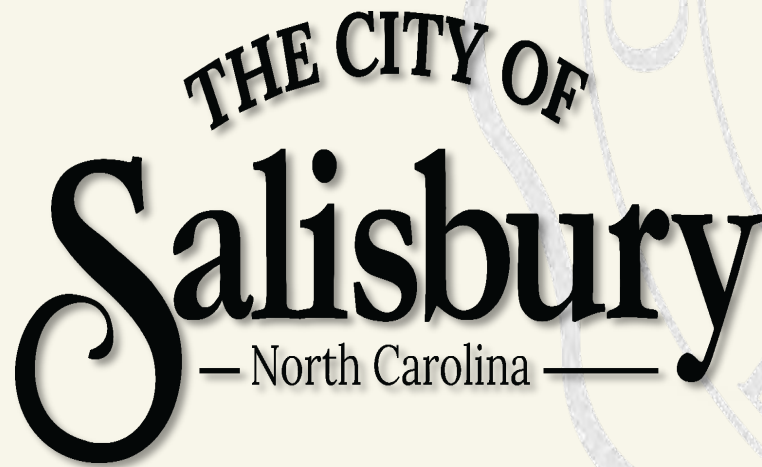


Finance Manager Signature



Department Head Signature





Health Insurance Premiums

April 2, 2024

Overview

- The City has not had a rate increase for the City or Employees in 7 years.
- The City works with Mark III, a healthcare plan consultant, to help us review rates, coverages and programs to stay competitive in the employment market.
 - Benchmarking with local municipalities
 - City of Salisbury is competitive overall, but Family premiums are high
- Two plan options for Employees to choose from – including one with a \$0 cost option to the Employee.

Wellness Programs reduce claims

- Wellness Center – Nurse Practitioner
- Weight Management Program (NEW)
- Waist Incentives
- Diabetes Health Map Program
- Know Your Numbers Campaign
- April Move More Month
- Health and Wellness Committee Benefit Expo – May 2024
- Health and Wellness Quarterly Newsletter
- EAP Monthly Newsletter

Wellness Programs – Mental Health

- Employee Assistance Program – MaLaughlin Young Group offers 12 free mental health sessions per incident for employees.
- BCBS offers resources for Mental Health (website).
- Separate vendor when conditions are critical. FMRT provides psychological and medical support for safety-sensitive employers. They primarily service Police and Fire.
- HR and Fire Department are reviewing the Firefighters' annual physical and gathering information about cancer screening.

Just a little history...

- Cash Balances trending downward in FY23 and FY24.
- Expenses over the last 6 years have risen from \$4.1 million to \$5.5 million.
- Fund Balance has decreased from 105.6% to 93.8% of expenses since in 2 fiscal years.

So, our Healthcare Fund is still strong, but the trends in our Cash Balance and our Expenses have started to turn in the wrong direction. We have room to manage the Fund Balance with planned and incremental reductions.

Impact on Employees

Premiums - H S A	Sub	Per Payroll		Annual	
	Count	Current	3% Increase	Increase	Increase
EE Only	99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
EE & Spouse	19	\$ 168.76	\$ 173.82	\$ 5.06	\$ 131.63
EE & Children	18	\$ 120.83	\$ 124.45	\$ 3.62	\$ 94.24
EE & Family	13	\$ 308.04	\$ 298.28	\$ (9.77)	\$ (254.00)

Premiums - Buy Up

EE Only	202	\$ 10.00	\$ 10.30	\$ 0.30	\$ 7.80
EE & Spouse	31	\$ 235.02	\$ 242.07	\$ 7.05	\$ 183.31
EE & Children	57	\$ 171.10	\$ 176.23	\$ 5.13	\$ 133.46
EE & Family	18	\$ 420.72	\$ 418.30	\$ (2.42)	\$ (63.03)

Premiums - Dental

EE Only	301	\$ -	\$ -	\$ -	\$ -
EE & Spouse	50	\$ 9.97	\$ 10.27	\$ 0.30	\$ 7.80
EE & Children	37	\$ 14.95	\$ 15.40	\$ 0.45	\$ 11.64
EE & Family	38	\$ 24.92	\$ 25.67	\$ 0.75	\$ 19.44

* Maintains \$0 option for Employees.

*Increase is based on current premiums, not employee's salary.

FY25 Budgetary Impact

General Fund	\$ 100,342
Stormwater Fund	2,436
Salisbury-Rowan Utilities	25,977
Transit Fund	2,827
	<hr/>
	<u>\$ 131,582</u>

General Fund impact is equal to about ¼ of 1 cent on the tax rate.

Recommendation

- Council to consider to approving a three percent increase in health and dental insurance premiums for the fiscal year beginning July 1, 2024, for the City and for Employees.



Q&A

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Planning and Neighborhoods

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

Requested Agenda Item: Council to consider approving a letter of intent for a pilot Small Business Assistance program offered by the Rowan County Chamber of Commerce.

Description of Requested Agenda Item: City Council approved \$30,000 in the FY 24-25 budget to support small business development through a pilot grant program. City staff has worked with Council to outline priorities for the grant program, including that the pilot program's primary goals should be to:

- Strengthen and grow established small businesses;
- Pursue equity by filling gaps left by systemic barriers to resources; and
- Facilitate the rehabilitation and modernization of buildings in priority corridors and centers outside of Downtown.

Staff has shared these priorities and other considerations – such as eligible uses for assistance, eligibility of applicants, evaluation of applications, and forms of assistance - for developing a pilot grant program with the Rowan County Chamber of Commerce. Attached is a letter of intent for a pilot program, as well as an anticipated timeline prepared by the Rowan County Chamber of Commerce that outline the process for advertising and awarding grants, as well as reporting back to City Council.

If approved, a service agreement with the Rowan County Chamber of Commerce will be submitted to a future City Council agenda.

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 approving a pilot Small Business Assistance program in partnership with Rowan County Chamber of Commerce.

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

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)

Salisbury City Council Agenda Item Request Form



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:



Chamber of Commerce

Be an original.

Small Business Grant City of Salisbury & Rowan Chamber

Date: March 25, 2024
To: Hannah Jacobson, Planning & Neighborhood Director
From: Elaine Spalding, Rowan Chamber President
Subject: Salisbury Small Business Assistance Program

Thank you for the opportunity to partner with the City of Salisbury on a Small Business Grant program. We understand that the City budgeted \$30,000 in fiscal year 2023-24 to design and deliver a one-year pilot small business assistance program that supports business in new endeavors that show the most potential for strengthening the local economy in the long term.

The Rowan Chamber would respectfully request the ability to extend this grant program into the 2024-25 fiscal year due to the late start on this project. A pilot program will be designed to comply with laws regarding the use of public funds.

The goals for the program are to:

- Strengthen and grow established small businesses;
- Pursue equity by filling gaps left by systemic barriers to resources; and
- Facilitate the rehabilitation and modernization of buildings in priority corridors and centers outside of Downtown.¹

Eligibility of Applicants

- Small businesses with fewer than ten (10) employees (or full-time equivalents), including the business owner.
- Through a scoring system developed by the Chamber, significant consideration will be given to business owners who are low-moderate income, based on income limits established annually by HUD.

¹ Downtown businesses are eligible for already established grant programs in the MSD and others through Downtown Salisbury, Inc.

- Businesses located throughout Salisbury’s City limits will be eligible to apply; however those located in priority Neighborhood Activity Centers and Corridors defined in the Forward 2040 Comprehensive Plan will receive priority through a scoring system.
- Businesses must be registered and have obtained appropriate permits to operate.
- Funding will not be limited to Rowan Chamber Members.

Eligible Uses of Assistance

- Assistance will be limited to businesses who are either making permanent improvements to physical space/real property (building signage, lighting, flooring, etc.) or who are acquiring a fixed asset (i.e. industrial oven, lawnmower, etc).
- Funding may not be used for ongoing operation expenses such as rent, utilities, salaries, financing debt, memberships, inventory, or soft costs such as legal fees.

Evaluation of Applications

- Applications should be reviewed by a committee that is established by the Rowan Chamber, and the amount of assistance will be determined based on scoring criteria (see samples from other grant programs). The following questions will be answered by the applicants and reflected in the scoring criteria.
 - How effectively did the applicant demonstrate a need for the assistance?
 - Did the applicant demonstrate sustainability of their business model?
 - Have they sought assistance from the RCCC Small Business Center?
 - Did the applicant demonstrate how their business benefits the broader Salisbury community?
 - Is the business located in an economically disadvantaged census tract?
 - Is the business located in a priority Neighborhood Activity Center or Corridor?
 - Is the business owner low-moderate income?
 - Is the business registered and have all permits to operate?

Form of Assistance

- To meet the goal of assisting businesses who may not have access to traditional capital, the Chamber will offer grants as opposed to loans. To ensure accountability that the funding is used appropriately, an outside CPA firm will administer the funding.
- The Small Business Grant pilot program has a total budget of \$30,000 for the first year. Minimum grants awarded will be \$5,000 and maximum will be \$10,000.

Other considerations

- If a business is awarded funds, the applicant should complete work within six months, unless an extension is requested in writing and granted.
- Funds should not be used for expenses that were incurred prior to final approval of the funding agreement.
- Inspection of grant projects and reporting/evaluation of results will be incorporated into a grant contract with a claw back provision if no activity or results are reported.

- An annual report summarizing the grant project and impacts will be provided to the City.

The Rowan Chamber is interested in partnering with the City regarding grant administration, and provides the following information:

- **How will the grant program be advertised?** (See Timeline attached)
 - Small Business Grant announcement is planned for Minority Business Trade Show on April 25, 2024, at Livingstone Hospitality Center. We will also send a news release, promote it on social media and in our Chamber communications.
- **Will the grants be offered on a first come first serve basis or competitively evaluated following a call for applications?**
 - The Small Business Grant Task Force will select the grant recipients based on a matrix that covers the items mentioned earlier in this memo.

- **How would the Rowan Chamber form a grant review committee? Who would be involved?**

We have been planning for this grant program since July 2023. The Small Biz Grant Task Force:

- * Elia Gegorek, Minority Business Council Chair
- * Nick Means, F & M Bank
- * Meg Smit, RCCC Small Business Center Director
- * Gemale Black, NAACP
- * Elaine Spalding, Chamber President
- * Salisbury City Staffer

- **How will the Rowan Chamber report program success and impact?**

* *See timeline of events to announce and report success and impact to the City.*

- **In what ways could the Rowan Chamber leverage these funds to further assist small businesses?**

The Chamber would reach out to State and Federal entrepreneurial development agencies and encourage grant recipients to apply for NC IDEA grants and seek Angel Investment Funds.

For additional information: Rowan Chamber President Elaine Spalding, (704) 633-4221 or espalding@rowanchamber.com

2023-25 Timeline
Small Business Grant Program
City of Salisbury & Rowan Chamber

Timeline:

- July 25, 2023 First mtg. w/ Kelly Baker, Hannah Jacobson, Elaine Spalding
- Feb. 21, 2024 Second mtg. w/ Kelly Baker, Hannah Jacobson, Elaine Spalding
- April 2 City Council presentation on Small Biz Grant Pilot Program (\$30,000)
- April 3 Small biz task force approves criteria, matrix
- April 25 Grant Announced at Minority Biz Trade Show**
- April 26 Grant applications available on Chamber web site
- May 31 Deadline for applications
- June 10 Small biz task force – selects grant recipients
- July 9 Small biz grants awarded @ City Council mtg.
- Sept. 19 Small biz success stories @ Chamber PIP
- Oct. 17 Small biz success stories @ Chamber PIP

2025

- Jan. 23 Chamber Annual Meeting – Highlight small biz success stories
- Jan./Feb. Council Retreat – small biz success stories; proposal for continued funding
- March City of Salisbury Budget – request small biz grant funding (public/private sector funding)
- July 1 Small biz grant program II – implementation

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 04/02/2024

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

Name of Presenter(s): Chris Tester

Requested Agenda Item: City of Salisbury Parks and Recreation and Rufty-Holmes Senior Center Master Planning Contract

Description of Requested Agenda Item: Council to consider approving a Master Service Contract with CPL Architects and Engineers, P.C. for professional services related to the City of Salisbury Parks and Recreation Center and Rufty-Holmes Senior Center Master Plan for a fee of \$197,373, plus up to \$28,500 for one or both alternates that can be pursued, if needed, later in the contract period. The contract covers the work of all subcontractors, including Lifespan, whose representatives specialize in senior centers. This Masterplan is a partnership with Rufty-Holmes Senior Center, who have agreed to reimburse the City for 50% of the costs.

Attachments: Yes No

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 form and provide supporting documents)*

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

Authorize the City Manager to enter into a contract with CPL Architects and Engineers, P.C. for Multiuse Center Master Planning for a fee of \$197,373, plus up to \$28,500 if needed for alternates, and to authorize the City Manager to negotiate and approve a Memorandum of Understanding with Rufty-Holmes Senior Center to cover the partnership and reimbursement of 50% of contract amount.

Contact Information for Group or Individual: Chris Tester 704-216-7554

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Salisbury City Council Agenda Item Request Form



Tracey Keyes

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:

Exhibit A

March 13th, 2024

Via Email

Mr. Jim Greene Jr., City Manager (Jim.Greene@salisburync.gov)
132 North Main Street
Salisbury, NC 28144

RE: **PROFESSIONAL FEE PROPOSAL**

City of Salisbury Parks & Recreation Master Plan & Rufty-Holmes Senior Center
Salisbury, NC

Dear Mr. Greene:

On behalf of CPL, we are pleased to submit the following proposal for Architectural and Engineering preliminary design services for the Recreation/Senior Center Master Plan project located on the current City of Salisbury Civic Center site.

PROJECT UNDERSTANDING

The City of Salisbury (the “Client”) and Rufty-Holmes Senior Center (“Client Partner”) wishes to contract with CPL for professional design services, including master plan services for the current Salisbury Civic Center site located at 315 Martin Luther King Jr. Avenue. Scope includes Community Engagement, Programming, Conceptual Design, Opinion of Probable Cost and Final Report for the site and building including recreation, aquatics and senior center components.

SCOPE OF SERVICES

Task I – Community Engagement

- There are assumed to be four (4) in-person public engagement drop-in sessions. Two (2) sessions located at the Senior Center and Two (2) sessions located within a Recreation and Aquatics facility or at a parks and rec/city event.
- There will be two (2) in-person follow-up public engagement sessions incorporating the conceptual design. These events will offer an opportunity to validate previously received feedback, continue to build community awareness and involve the public through-out the masterplan design process. One session will focus on the senior center while the other will focus on recreation and aquatics. Each session will include total project feedback regardless of focus.
- CPL will develop a kiosk that will be placed at multiple locations including the current civic center and the senior center for passive input by users.
- Two (2) virtual stakeholder meetings with elected officials, nonprofits, community organizations and/or staff.



- One (1) two-part online survey and a project website managed by CPL and collection of survey data. One section of the survey will focus on the senior center while the other will focus on recreation and aquatics.
- Initial meeting with team to review:
 - Goals and objectives, including City priorities
 - Confirm Community Engagement approach and potential stakeholders
 - Discuss initial building program components
 - Review potential programs to be offered in the new facility

Task II – Programming and Conceptual Design

CPL will assist in determining program in conjunction with Client. Program to include:

- Recreation (minimum single basketball court)
- Outdoor Aquatics
- Senior Center (anticipated minimum 25,000 SF)
- Park Amenities

Design Workshops:

- One (1) Programming Meeting (Recreation/Aquatics)
- One (1) Programming Meeting (Senior Center)
- One (1) Programming/Conceptual Design Meeting (Recreation/Aquatics)
- One (1) Programming/Conceptual Design Meeting (Senior Center)
- Three (3) Conceptual Design Meetings (Recreation/Aquatics & Senior Center)

CPL and Benesch will work together to develop a site plan including all components listed above. Parking analysis will be completed to show required and anticipated parking counts. Lifespan will participate in site layout discussions as indicated in task III.

CPL and WTI will work together to develop aquatic program, concept plan and determine operational cost of aquatics staffing.

CPL and Lifespan will work together to develop senior center program and concept plan. Lifespan will present Universal Design/Design for Aging Concepts to be incorporated throughout the masterplan as indicated in task III.

Deliverables will include:

- Programming Report for entire building
- Aquatic Program Narrative
- Conceptual Floor Plan
- Conceptual Aquatics Plan
- Conceptual Exterior Design
- 2-3 Exterior Renderings
- Conceptual Site Plan

Task III – Programming and Conceptual Design (Senior Center)

Lifespan will lead the following efforts in conjunction with Client and Rufty-Holmes:

- Develop and review program
- Present Universal Design/Design for Aging concepts to be incorporated
- Participate in Site layout discussions



PROFESSIONAL FEE PROPOSAL

City of Salisbury

Parks & Recreation Master Plan & Rufty-Holmes Senior Center

March 13, 2024

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- Develop preliminary design space plans
- Participate in presentations to the public/Council as required

Design Workshops:

Lifespan will lead (2) design workshops. One (1) workshop assumed to be focused on programming, and one (1) on conceptual design. See “Design Workshops” within Task III.

Deliverables will include:

- Programming Report for Senior Center components
- Preliminary space design plan incorporated into overall conceptual floor plan

Task IV – Opinion of Probable Cost / Project Budget

CPL will develop a high-level opinion of probable cost at the conclusion of feasibility study. This will include costs for recreation center facilities, aquatics, senior center facilities and associated site improvements. CPL will work with the City to develop a project budget that includes hard cost (construction costs) for the building, soft costs, and other anticipated project costs for delivery to the City at the project conclusion.

Task V – Operations and Revenue Analysis

Tasks Include:

- Determining operational cost of facility (after final design is selected) and anticipated revenue projections.
- Operational costs will include: staffing levels, benefits, commodities, contractual services and utilities.
- Revenue opportunities may include: pricing/fee strategies, rentals, concession, team registration fees, program fees, merchandising, events, partnerships, sponsorships, and desired subsidy levels.

Task VI – Final Preparation and Presentation

CPL will present to the City Council, Parks and Rec Commission and Senior Center Board at the conclusion of the planning process. Final Planning Documents will be compiled and delivered to the City. Two (2) other City Council meetings are anticipated during the process with timing TBD.

SCHEDULE

Project kickoff will occur around the end of March 2024 with final documents being provided to the city end of December 2024. A more detailed schedule will follow.

ASSUMPTIONS

Our fee proposal is based upon the following assumptions:

1. City of Salisbury will send out invitations for focus group/public engagement sessions.



PROFESSIONAL FEE PROPOSAL

City of Salisbury
Parks & Recreation Master Plan & Rufty-Holmes Senior Center
March 13, 2024
Page 4 of 5

- 2. No Structural, mechanical, plumbing, electrical engineering scope is anticipated other than high level narratives.
- 3. Survey and maps will be provided by Owner.

COMPENSATION

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose a lump-sum fixed fee as summarized in the following table including sub-consultant fees. Reimbursables such as travel and printing are included.

Description	Fee
Task I – Community Engagement	\$45,289.00
Task II – Programming and Conceptual Design	\$87,840.00
Task III – Programming and Conceptual Design (Senior Center)	\$20,995.00
Task IV – Opinion of Probable Cost/Project Budget	\$14,215.00
Task V – Operations and Revenue Analysis	\$20,445.00
Task VI – Final Preparation and Presentation	\$8,589.00
Total Design Fee	\$197,373.00
Alternate – Facility Audits	\$11,000.00
Alternate – 3D Visualization/Renderings	\$17,500.00

ADDITIONAL SERVICES/ALTERNATES

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

Facility Audits

During the facility audits, CPL and team will:

- Document building current conditions pertaining to exterior envelope integrity, structural components, mechanical, electrical and plumbing infrastructure conditions, life safety and building code deficiencies and interior finishes. CPL anticipates a team of an architect, mechanical engineer, electrical engineer, and landscape architect/civil engineer. If structural deficiencies are found CPL will bring in a structural engineer for assessments for an additional service.
- CPL will use GIS data for site survey. A full survey of each site can be provided as an additional service if necessary.



PROFESSIONAL FEE PROPOSAL

City of Salisbury
Parks & Recreation Master Plan & Rufty-Holmes Senior Center
March 13, 2024
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Deliverables to include:

- Comprehensive list with photos of all deficiencies
- Existing Conditions base mapping on GIS.
- Written narrative for the facility describing overall condition and adequacy.
- Cost Estimate

CONCLUSION

This document serves as a design fee proposal. The proposed fee is valid for 90 days from the date of this proposal. If these terms are acceptable, we will proceed with negotiating a Standard Design Contract. We look forward to working with you on the successful completion of this project.

Sincerely,

CPL

A handwritten signature in blue ink that reads "Rachel F. Nilson".

Rachel F. Nilson, AIA
Vice President

cc: Danielle Scesney (Dscesney@cplteam.com)

Enclosures: As noted

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 04/02/2024

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

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

Requested Agenda Item: Council to consider approving the removal of the median within the cul-de-sac on Jared Steele Lane

Description of Requested Agenda Item:

The Transportation Department was recently contacted by Public Works about a safety concern for Jared Steele Lane. City services cannot be provided within the cul-de-sac of Jared Steele Lane with the presence of on-street parking and the existing median island. The Salisbury Fire Department has also confirmed that this is a public safety issue for access of emergency vehicles. The Transportation Department has discussed restriction of parking with the residents. Two families have replied that removal of on-street parking would have a negative impact on their needs, and are not in favor.

An option is to remove the median island. Both Public Works and Emergency Services have confirmed this is an acceptable solution and will provide them the access needed to for both city services and emergency services. In addition, the City's Draft Uniform Construction Standards, removes the requirement for the center median, as well as slightly increases the cul-de-sac size to ensure proper accessibility for emergency apparatus. Since the existing cul-de-sac required the median when constructed, City Council is asked to approve the removal. The Public Works Department, as well as the Transportation Department, support this change.

Attachments: Yes No

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

No impact, other than staff time and material to remove and repave the area

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

City Council to approve the removal of the existing median within the cul-de-sac on Jared Steele Lane

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:

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:

065
074



1 inch = 100 feet

0651008

065 069

0651009

065 072

0651010

065C236

0651007

0651006

0651011

**Median proposed
for removal**

0651005

0651012

0651013

0651014

065C157

0651004

JARED STEELE LN

MATHIS AV

065 074A

0651002

0651016

0651001

0651021

0651020

0651019

0651017

065C238

065 071

065 428

0651018

065C168

065
114

065 429

065 430

MORLAN PARK RD

065 070

065C239

065 115

065C182

ROWAN CIR

065C240

065C177

065C202

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

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

Name of Presenter(s): Michael Cotilla Code Services Manager

Requested Agenda Item: Board up of a dilapidated structure at 516 S Clay St

Description of Requested Agenda Item: Board up of a dilapidated residential structure in violation of Chapter 10 of the City Of Salisbury's minimum housing ordinance.

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 an ordinance to board up the structure located at 516 S Clay St per City Code, Chapter 10 of the minimum housing ordinance.

Contact Information for Group or Individual: Michael Cotilla, mcoti@salisburync.gov, 704-216-7574

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

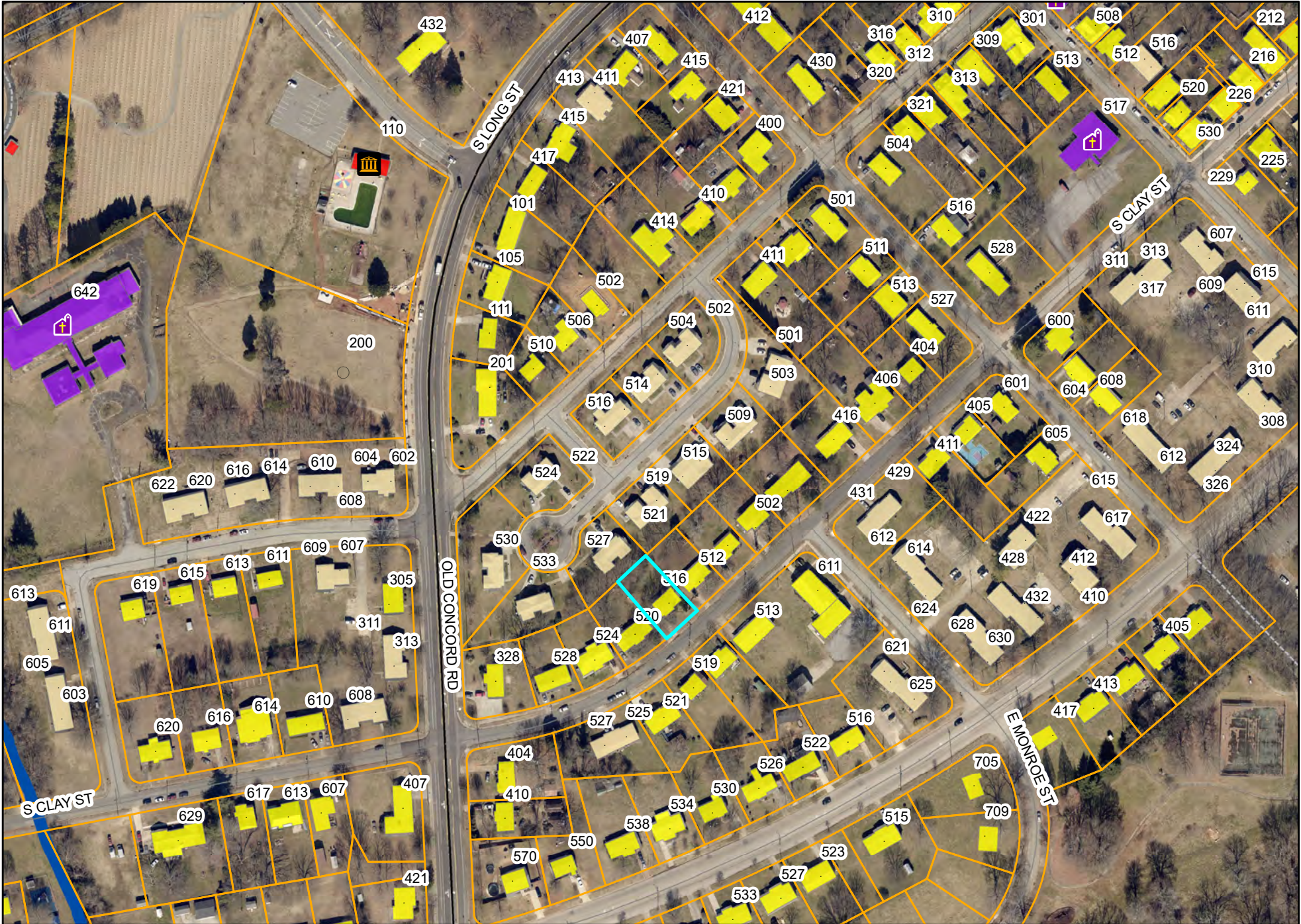
Approved

Delayed

Declined



516 South Clay Street



AN ORDINANCE TO ORDER THE DEMOLITION OF A DWELLING UNIT UNFIT FOR HUMAN HABITATION LOATED AT **516 S CLAY STREET** IN THE CITY OF SALISBURY, NORTH CAROLINA.

WHEREAS, the City of Salisbury finds that the dwelling described herein is unfit for human habitation under the Housing Code of the City of Salisbury and that all of the procedures of the Housing Code and of NCGS 160A-441 *et seq.* have been complied with; and

WHEREAS, this dwelling is dilapidated and the cost of repairs to make the dwelling fit for human habitation is more than 50% of the value of the structure; and

WHEREAS, the dwelling should be closed boarded up and secured as directed by the Code Enforcement Inspector in the Finding of Fact, published on October 27, 2023; and

WHEREAS, the dwelling should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the Housing Inspector confirms that as of the date of this Ordinance, the dwelling has been vacated and only rubbish remains within the interior of the dwelling unit; and

WHEREAS, the owner of this dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with NCGS 160A-443(5) pursuant to an order issued by Code Services on October 27, 2023, and the owner has failed to comply with the Order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Salisbury that:

SECTION 1. The Housing Inspector is hereby authorized and directed to place a placard on the dwelling containing the legend:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

On the building located at the following address:

**516 S CLAY STREET, Salisbury, North Carolina, Rowan County
Parcel ID 019A029**

SECTION 2. The Code Enforcement Officer/Housing Inspector is hereby authorized and directed to proceed to close, board up and secure the above-described structure in accordance with the order to the owner dated October 27, 2023, and in accordance with the Housing Code and NCGS 160A-443:

SECTION 3. The cost to close, board up and secure shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the Rowan County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of the NCGS Chapter 160A or as otherwise allowed by law.

SECTION 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared unfit for human habitation.

SECTION 6. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____.

Karen 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: April 2, 2024

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Downtown Waterline Improvements – Survey, SUE & Civil Engineering Services

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) needs to complete waterline improvements in downtown Salisbury. The project will involve both the replacement of aging infrastructure in Main Street in conjunction with the Main Street improvements project currently under design, as well as the addition of new waterlines to improve fire protection availability for some downtown properties. Construction costs for this project will be funded utilizing designated funds from the Main Street project grant, a portion of the \$10M state public safety grant, and SRU's Capital Improvement Plan (CIP) budget allocation for waterline rehabilitation and replacement. The proposal from ESP Associates, Inc. includes survey, subsurface utility engineering (SUE), easement staking and mapping, design, permitting, bidding and utility coordination services. Total costs associated with these services are \$274,700. ESP Associates, Inc. has been pre-qualified as an on-call engineering firm for SRU and is currently performing design and project management services for the Main Street project.

Attachments: Yes No

Fiscal Note: Sufficient funds are in SRU's FY24 waterline replacement budget for this agreement.


Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to execute an agreement with ESP Associates, Inc. in the amount of \$274,700 for survey, SUE and civil engineering services associated with the Downtown Waterline Improvements project.

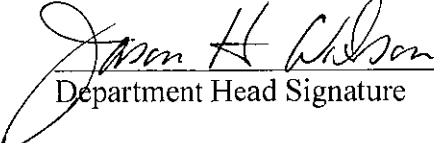
Contact Information for Group or Individual: Jason Wilson, Assistant Utilities Director
704-216-7553, jason.wilson@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature

Salisbury City Council Agenda Item Request Form



Tracey Keyes

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:

ENGINEERING SERVICES CONTRACT

This contract for engineering services (the “Contract”), made and entered into this _____ day of April, 2024, by and between the City of Salisbury, a North Carolina municipal corporation whose address is 132 North Main Street, Salisbury, NC 28144 (hereinafter referred to as the “City”), and ESP Associates, Inc., a North Carolina professional corporation whose address is P.O. Box 7030, Charlotte, NC 28241 (hereinafter referred to as the “Provider”) (collectively, the “Parties”).

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

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services at designated times and sites as specifically requested and authorized by the City. The services to be performed are as follows: all of those certain engineering services more particularly described as the Proposal for Survey, SUE & Civil Engineering Services – Downtown Salisbury Waterline Improvements, which is attached hereto as Exhibit A and incorporated by reference (the “Services”). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The Provider shall be compensated pursuant to the terms in Exhibit A. The Provider’s fee shall not exceed \$274,700. Any change to the fee schedule or amount paid to the Provider is not effective unless it is in writing and signed by the Parties. With the City’s written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.

3. Term. Provider shall begin the Services within 30 days of the execution of the contract and shall complete the Services prior to June 30, 2025.

4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the City to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in

accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.

5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to City of Salisbury, Accounts Payable, 132 N Main St, Salisbury, NC 28144 or financeAP@salisburync.gov.
6. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
12. Indemnification. Provider does hereby agree to indemnify and save harmless the City of Salisbury, its officers, agents, and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss, or injury of any kind, including environmental, which may arise as a result of the Provider's sole

negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.

13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
16. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
17. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
18. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
19. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
20. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
 - a. Exhibit A – Proposal for Survey, SUE & Civil Engineering Services – Downtown Salisbury Waterline Improvements
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
22. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

23. Nondiscrimination. By signing this Contract, Contracting Party, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract. The Contracting Party further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Contracting Party further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Contracting Party with reference to the subject matter of this Contract.
24. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

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

CITY OF SALISBURY

PROVIDER

BY: _____

Jim Greene, Jr.

Edward G. Horstkamp, III

TITLE: City Manager

Executive Vice President

DATE: _____

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



February 27, 2024

Mr. Jason H. Wilson, PE - Assistant Utilities Director
Salisbury- Rowan Utilities
1 Water Street
Salisbury, NC 28144

**Reference: PROPOSAL FOR SURVEY, SUE & CIVIL ENGINEERING SERVICES
Downtown Salisbury Waterline Improvements**
Salisbury, North Carolina
ESP Proposal No. 23-01824

Dear Mr. Wilson:

ESP Associates, Inc. appreciates the opportunity to provide this proposal for the surveying, civil engineering, and bidding assistance services for the Downtown Salisbury Waterline Improvements project.

PROJECT INFORMATION

ESP understands that the Downtown Salisbury Waterline Improvement Project has two main objectives. The first design objective is the improvement of existing fire line services, involving the extension of existing fire lines and proposal of additional fire lines to provide services to downtown Salisbury. The second design objective is the replacement of the existing water main and water services that run along Main Street from the intersection of Horah Street to the intersection of Kerr Street.

The goal of the fire line improvements is to provide fire line services primarily in the rear of downtown buildings to an area along Main Street from Banks Street on the southwest and S. Lee Street on the southeast to Council Street on the northeast and S. Church Street on the northwest. The fire line extension project area is approximately 6 City blocks. The fire line service area is intended to be outside NCDOT streets where possible. It is assumed that all hydraulic models for the proposed water system and sizing of the proposed fire loops will be the responsibility of Hazen and Sawyer.

The water main and water services replacement project area is also approximately 6 City blocks, from Horah Street to Kerr Street. The assumption is that the water service lines within public right-of-way as well as the water main will be replaced with pipes of equal size.

It is understood that the Downtown Salisbury Waterline Improvement project will be designed by ESP and bid concurrently with the Downtown Salisbury Main Street project.

Tasks shall be client-directed and conducted in accordance with our applicable terms and conditions. Our fees and services will be as listed below:

SCOPE OF SERVICES

1. Utility Records Research – Quality Level D

ESP shall subcontract with CS4 Services North Carolina, LLC. to perform Utility Records Research (Quality Level D) for the project extents. For this scope of work see attached proposal for Subsurface Utility Investigation Services by CS4 Services North Carolina, LLC. ESP fees include a 15% markup for subconsultant efforts.

Our fee for the above Utility Records Research – Quality Level D (Task 1) will be a lump sum of \$3,250.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

2. Preliminary Fire Line Alignments Feasibility

- 2.1. ESP will evaluate previously developed master plan of fire loops in downtown Salisbury with respect to ongoing and anticipated developments within the project area. ESP will examine and determine if areas in adjacent blocks along Main Street may be served as well. Considerations to potential easement acquisitions will be made in determining route of fire loops.
- 2.2. ESP will further evaluate the proposed fire loop plan in conjunction with the data received from Task 1 to determine potential utility conflicts and feasibility of the proposed fire line alignments.
- 2.3. One (1) site visit will be performed to estimate layout and/or potential utility conflicts.
- 2.4. ESP will prepare one (1) Preliminary Fire Line Alignments Exhibit with proposed fire loops for City review. Up to one (1) set of comments from the City are anticipated and will be addressed before the finalization of the conceptual proposed fire loops.

Our fee for the above Preliminary Fire Line Alignments Feasibility (Task 2) will be a lump sum of \$6,500.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

3. Subsurface Utility Designation – Quality Level B

ESP shall subcontract with CS4 Services North Carolina, LLC. to perform subsurface utility designation for the project extents. For this scope of work see attached proposal for Subsurface Utility Investigation Services by CS4 Services North Carolina, LLC. ESP fees include a 15% markup for subconsultant efforts.

Our fee for the above Subsurface Utility Designation – Quality Level B (Task 3) will be a lump sum of \$11,650.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

4. Location Survey

- 4.1. Survey Control – ESP will use control set as part of the Salisbury Streetscape project for this survey work.
 - ESP will run control traverses in the general area of the proposed Fire Line Loops and close the traverse to the control on Main Street.
 - All Traverse points set for this project will be IP&Cap or Mag Nails as needed.
 - ESP will establish vertical control on all main traverse points using a digital level and double run level loops.
 - ESP estimates approximately 4,700' of traverse.
- 4.2. Courthouse Research – ESP will use Rowan County GIS to obtain property records on all parcels within the survey area.
 - ESP will prepare a property owner database with all property owner information.
 - ESP can mail property owner contact letters if requested by the City. Contact letters would be approved by the City before mailing.
 - ESP will provide copies of all deeds and plats in PDF format.
 - There are approximately 39 properties within the survey area.
- 4.3. Location of Features – ESP will locate features within the survey area or to the building faces, whichever is less.
 - ESP will locate drainage and sanitary sewage structures within the survey limits. Pipe connectivity will be shown, but no inverts.
 - ESP will locate underground utilities as marked by CS4.
 - There are 5 survey areas that total approximately 1.75 acres.
- 4.4. Property Ties and Computations
 - There are 39 properties within the survey limits. ESP will use a combination of field property ties, recorded documents, old roadway plans and/or GIS information to reasonably establish property lines and existing right of ways.
 - Any existing easements will be drawn per plat to the best of our abilities.
 - The purpose of property ties is to establish property lines for the purpose of easement acquisition only and should not be considered a boundary survey.
- 4.5. Project Mapping
 - ESP will prepare a 2D map including all information within the survey limits.
 - All mapping will be in AutoCAD Civil3D format.
 - Mapping will be 2D plan view only, no 3D surface will be created.
- 4.6. Traffic Control and Travel

- ESP will use signed anytime we are within 10 feet of the public right of way.
- Travel time from the ESP Concord office is 1.0 hour round trip.

Our fee for the above Location Survey (Task 4) will be a lump sum of \$39,225.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

5. Proposed Easement Staking

- 5.1. ESP estimates up to 2,200 linear feet of easement to stake. ESP will stake proposed easements using semi-permanent points (survey nails and/or Mag Nails as needed) at easement angle points.

Our fee for the above Proposed Easement Staking (Task 5) will be an hourly fee, NTE \$6,720.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

6. Proposed Easement Mapping

- 6.1. ESP will prepare easement plats in 8-1/2"X14" format for each parcel that requires easement acquisition. Preliminary copies of easement plats will be submitted to ESP Engineering for comments before final printing and seal/signature. No fee is included here for legal descriptions or recording said plats. Plats will be prepared for up to thirty-nine (39) properties.

Our fee for the above Proposed Easement Mapping (Task 6) will be based upon a unit price per plat of \$1,510.00. We estimate 39 potential affected properties and suggest a budget of \$58,890.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

7. Design Development Phase (70%)

Following the initial evaluation and conceptual finalization of the proposed fire loops alignments, ESP will develop design drawings for submittal and review by the City of Salisbury. These plans will be considered the Design Development (DD) drawings, or 70% construction drawings. ESP shall revise the DD plans one (1) time based on comments received from the City or in response to site conditions. After the revisions, as part of the DD phase, ESP shall provide the City with a preliminary estimate of probable construction cost (OPCC).

- 7.1. The Design Development (DD) plans will include a cover sheet, general notes, demolition plan, utility plans, erosion control plans, traffic control plans, and plan details.
- Cover Sheet: ESP shall develop a cover sheet showing the overall project layout, vicinity map, sheet index, and contact information for project stakeholders.
 - General Notes: ESP shall develop general notes related to construction of the project as a supplement to the project specifications and to provide clarifications regarding the information presented on the subsequent plan sheets.
 - Demolition Plan: ESP shall develop demolition plans to depict site elements that will be removed, relocated, or otherwise disturbed during construction. Demolition plans will be presented at 1"=20' scale for the length of the alignment.
 - Utility Plans: ESP shall develop utility plans depicting the proposed fire loop extensions in plan view.
 - Erosion Control Plans: ESP shall develop erosion control plans to depict sediment and erosion control measures for the site.
 - Traffic Control Plans: ESP shall develop traffic control plans for maintenance of traffic services during construction, as necessary.
- 7.2. ESP will perform thrust block and/or restrained joint calculations for proposed fire loops and provide associated plan and detail information.
- 7.3. ESP estimates up to four (4) monthly meetings with the City throughout the entirety of the Design Development Phase to provide status updates regarding design, project schedule and project coordination. Monthly meetings may coincide with Salisbury Streetscape project meetings for economy, as feasible.

Our fee for the above Design Development Phase (Task 7) will be a lump sum of \$20,000.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

8. Utility Test Holes – Quality Level A

ESP shall subcontract with CS4 Services North Carolina, LLC. to perform subsurface utility vacuum excavation for the project extents. For this scope of work see attached proposal for Subsurface Utility Investigation Services by CS4 Services North Carolina, LLC. ESP fees include a 15% markup for subconsultant efforts.

The fee for the above Utility Test Holes – Quality Level A (Task 8) will be based upon a unit price of \$1,950 per test hole, with a minimum of ten (10) test holes required. We suggest establishing a budget of \$39,000.00 to perform up to twenty (20) test holes. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

9. Utility Coordination

ESP shall subcontract with Mead & Hunt, Inc. to perform utility coordination for the Downtown Salisbury Waterline Improvements. For this scope of work see attached proposal for Consulting Services by Mead & Hunt, Inc. ESP fees include a 15% markup for subconsultant efforts.

Our fee for the above Utility Coordination (Task 9) will be a lump sum of \$35,965.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

10. Construction Documents Phase (CD) (100%)

ESP will prepare Construction Document (CD) plans (100%) which will be based on the DD drawings as reviewed by the City. Technical results and recommendations from the above tasks shall be incorporated as necessary. An updated preliminary OPCC will also be prepared. ESP shall submit two (2) hard copy sets of the Construction Documents and one (1) digital set for City review.

- 10.1. Permitting - ESP shall submit Construction Documents, permit applications, and other supporting documents to NCDEQ and NCDOT, as necessary. Drawings, details, specifications, and reports necessary to submit for these reviews shall be the responsibility of ESP. Permit fees shall be paid by the City.
ESP has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.
- 10.2. Construction Documents Finalization - ESP will prepare Construction Document (CD) plans (100%) as reviewed by the City. ESP shall revise the CD Plans to reflect one (1) set of agencies' comments. ESP shall provide comment response letters indicating how each comment was addressed.

Our fee for the above Construction Document Phase (Task 10) will be a lump sum of \$14,100.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

11. Bid Phase Assistance

- 11.1. Specification Manual – The City of Salisbury shall provide standard specifications and form documents to ESP. ESP shall be responsible to assemble specification data into the final set of Contract Documents and to develop applicable special provisions.
- 11.2. Once comments have been addressed and associated parties are in agreement, ESP shall provide final construction documents to the City. Assume one (1) full size set and one (1) ½ size set (Bid Set).

Our fee for the above Bid Phase Assistance (Task 11) will be a lump sum of \$5,900.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

12. Main Street Water Main Replacement Design

ESP assumes that the water main and services replacement project will be incorporated into the Downtown Salisbury Main Street Plan construction documents, to the extent possible. ESP anticipates the design of approximately 2,800 linear feet of existing water main and approximately 110 existing water services (totaling approximately 3,800 linear feet).

- 12.1. Construction Documents - ESP will develop utility plans and details to reflect the water main and services replacement. ESP will also incorporate the water main and services project into the opinion of probable construction cost (OPCC) provided for the Downtown Salisbury Main Street Plan.
- 12.2. Permitting - ESP shall submit Construction Documents, permit applications, and other supporting documents to NCDEQ and NCDOT, as necessary. Drawings, details, specifications, and reports necessary to submit for these reviews shall be the responsibility of ESP. Permit fees shall be paid by the City.
- 12.3. Site Visits – ESP assumes up to one (1) additional site visit for the water main and services replacement. Design meetings are assumed to occur in combination with the Downtown Salisbury Main Street Plan meetings.

Our fee for the above Main Street Water Main and Services Replacement (Task 12) will be a lump sum of \$33,500.00. These costs may require revision if the services, scope, or duration require additional commitment. Notification of such required additional commitment will be given prior to the completion of the above amounts.

SUMMARY OF FEES

DOWNTOWN SALISBURY WATERLINE IMPROVEMENTS			
SURVEY, SUE & CIVIL ENGINEERING SERVICES			
ESP PROPOSAL #E1D-23-01824			
<u>Task</u>	<u>Phase</u>	<u>Contracting Method</u>	<u>Fee</u>
1	Utility Records Research – Quality Level D	Lump Sum	\$3,250.00
2	Preliminary Fire Line Alignments Feasibility	Lump Sum	\$6,500.00
3	Subsurface Utility Designation – Quality Level B	Lump Sum	\$11,650.00
4	Location Survey	Lump Sum	\$39,225.00
5	Proposed Easement Staking	Hourly NTE	\$6,720.00
6	Proposed Easement Mapping	Unit Price	\$58,890.00
7	Design Development Phase (70%)	Lump Sum	\$20,000.00
8	SUE Vacuum Excavation	Unit Price	\$39,000.00
9	Utility Coordination (Mead & Hunt)	Lump Sum	\$35,965.00
10	Construction Document Phase (100%)	Lump Sum	\$14,100.00
11	Bid Phase Assistance	Lump Sum	\$5,900.00
12	Main Street Water Main Replacement Design	Lump Sum	\$33,500.00
Total			\$274,700.00

NOTE: Please refer to individual scopes of work on previous pages above for each task.

The following are NOT INCLUDED in this scope:

- Any time or assistance needed beyond the deliverables listed above for meetings with adjacent property owners requiring easements.
- Public meetings
- Sizing and hydraulic modeling of proposed fire loops, water main, and water services
- Permitting fees
- Construction administration or observation services
- Services and/or additional exhibits that may be requested by the City.

ASSUMPTIONS

Our assumptions associated with the scope and fee are provided below:

- Sizing of the proposed fire loops and associated hydraulic models for the water systems will be the sole responsibility of Hazen and Sawyer. Sizing and hydraulic models for the water main and services replacement will not be provided as a part of this scope of work.
- Construction Administration Services will not be provided as a part of this scope of work.
- Geotechnical Services will not be provided as a part of this scope.
- Real estate negotiations and acquisitions will not be provided by ESP for the scope of this work.
- We assume that field activities can be performed during normal business hours.
- All arrangements regarding site access and clearing of surface obstructions from the area of investigation will be made by the City of Salisbury before and during the field work.

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. ESP will invoice for expenses incurred as part of this work at cost plus 15% including, but not limited to, the following: submittal fees required for review of the project, printing costs, overnight shipping, pickup/delivery expenses, travel time, travel expenses, mileage, and any other expenses associated with our work. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

AUTHORIZATION

Our “Statement of Terms and Conditions” is attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client represents and warrants to ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

ESP Associates, Inc. appreciates the opportunity to provide this proposal for Engineering, Bidding, and Construction Administration Services for the above referenced project. Should you have any questions regarding this proposal or if additional information is required, please contact us.

Sincerely,
ESP Associates, Inc.

Andrew Martin, PE
Civil Engineering Department Manager

Attachments:

- Proposed Downtown Fire Loops Exhibit
- CS4 Downtown Salisbury Fire Loop Subsurface Utility Investigation Scope of Services
- Mead & Hunt Salisbury Fire Line Utility Coordination Scope of Services
- Statement of Terms and Conditions
- Fee Schedule

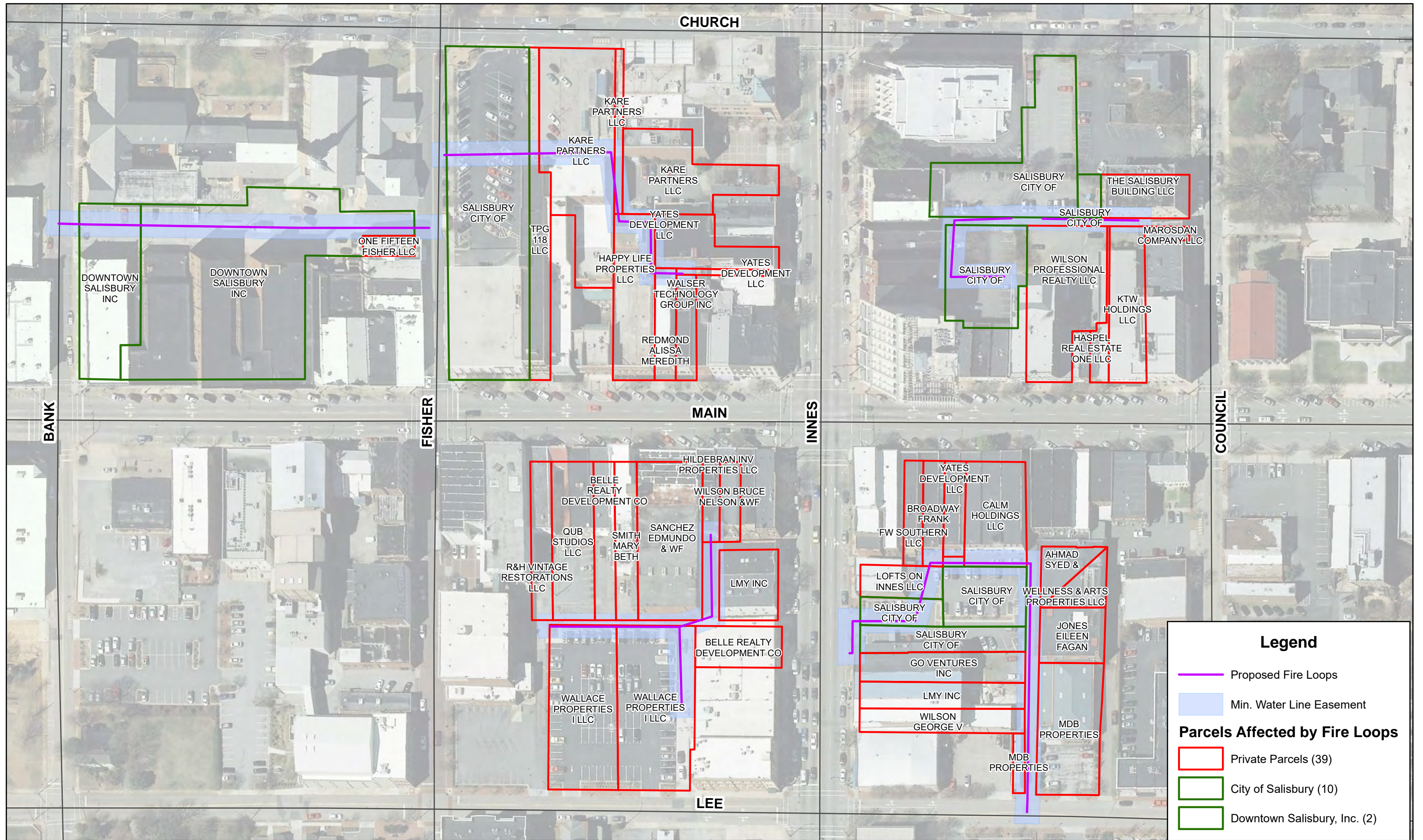
ACCEPTED AS A CONTRACT BY AND BETWEEN

Mr. Jason H. Wilson, PE, Assistant Utilities Director
The City of Salisbury

Date

Mr. Edward G. Horstkamp III, Executive Vice President
ESP Associates, Inc.

Date





February 25, 2024

Mr. Andrew Martin, PE
ESP Associates, INC
3475 Lakemont BLVD
Fort Mill, SC 29708

RE: Revised-Downtown Salisbury Fire Loop, Salisbury, NC Subsurface Utility Investigation Proposal

Mr. Martin:

Thank you for the opportunity to present this Proposal for Subsurface Utility Investigation services for the referenced project. CS4 Services North Carolina, LLC (CS4) will provide Subsurface Utility Investigation Quality Level- D thru A services as per ASCE 38.22 *Standard Guideline for Investigating and Documenting Existing Utilities* (Attachment-A).

CS4's Scope of Services includes the following:

Quality Level- D Utility Records Research:

- Submission of North Carolina 811 / One-Call tickets to determine utility ownership within the project limits as depicted (Attachment-B) to request utility records from identified utility owners
- In absence of utility records, coordinate with utility owners to identify ownership of utility facilities found within the project limits
- Prepare QL- D drawing depicting utilities identified through records research and field visit tied to surface evident appurtenances

Quality Level- B Utility Designation:

- Sweep within the project limits to determine the existence of utilities as can be detected through the use of electromagnetic utility locating equipment and ground penetrating radar (GPR)
- Designate to Quality Level- B the approximate horizontal location of utilities on the ground's surface using paint and/or pin flags along the length of the utility
- Prepare field sketch of the findings of the Quality Level- B Utility Designation / Investigation



CS4 anticipates the utilities to be designated are buried Communication, Electric, Natural Gas, Potable Water, and Sanitary Sewer Force Main, as they may exist within the project limits. Designation of Irrigation, Gravity Sanitary Sewer, Storm Drain, Traffic Signal, utility depth and survey of the designation markings are not part of this scope of services.

Due to situations where a utility does not have metallic composition, a metallic tracer line attached, access to insert a tracer line within it; the approximate location of the utility may be determined through the use of utility records and/or direct correspondence with the utility owner/ provider. In these areas, this information will be depicted to Quality Level-D Utility Record information only and to be considered unverifiable in the field. It is understood, not all utilities are designatable/locatable or have utility record drawings available and therefore not all utilities may be identified within the project limits.

Quality Level- A Utility Test Hole:

- Submit and obtain permit for work requiring lane closure or encroachments
- Submission of North Carolina 811 One-Call tickets as required by state law 48 hours prior to excavation
- Quality Level- B Utility Designation of utilities within a twenty (20) foot radius of requested Quality Level- A Test Hole locations for the purpose of performing requested Quality Level- A Test Holes only
- Temporary Work Zone Traffic Control consisting of flagging operation provided by independent traffic control provider
- Cut asphalt / concrete through the use of jackhammer or saw cut
- Excavate through the use of nondestructive vacuum excavation Quality Level- A Test Holes to expose the top of utility. Number of Quality Level- A Test Holes to be determined by client.
- Set semi-permanent reference point over the centerline of exposed utility.
- Obtain measurements of the exposed utility, recording vertical depth, diameter of structure / pipe and document overall site and utility condition
- Backfill Quality Level- A Test Hole using material removed during the excavation process and replace core drilled plug
- Prepare hand drawn Test Hole report using data obtained during the Test Hole excavation



*Test Holes will be backfilled utilizing material removed during the excavation process. Additional fees will be required for special backfill material required by client, city or state.

*Test Holes will be patched utilizing cold patch asphalt material. Additional fees will be required for special patching material required by client, city or state.

Our fee to provide these services is a lump sum fee:

Quality Level- D	Lump Sum	\$3,250
Quality Level- B	Lump Sum	\$11,650
Quality Level- A	Price Per Hole	\$1,950 (Minimum 10 Test Holes)

CS4 can begin the project within ten (10) business days of receiving permits if required or written Notice to Proceed with deliverables being provided five (5) business days from completion of field work.

This proposal was prepared with the intent of addressing your specific needs and concerns thus far identified. Any services outside those outlined in this proposal can be performed by CS4 under a separate proposal. CS4 appreciates the opportunity to submit this proposal for Subsurface Utility Investigation services. Upon finding this proposal acceptable, please sign, scan and return to CS4 Services. The terms of this proposal are valid for thirty (30) days from this date.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

CS 4 Services, LLC

A handwritten signature in blue ink that reads "Cara J. Sellars". The signature is written over a horizontal line.

Cara J. Sellars
President, CS4 Services, LLC

CJS:ccs

Attachments: A- ASCE 38.22 SUBSURFACE UTILITY INVESTIGATION QUALITY LEVELS
B- LIMITS OF SURVEY (LOS)
C- FHWA MUTCD TA-1 WORK BEYOND THE SHOULDER
D- STANDARD RATES
E- TERMS & CONDITIONS

CS4Services.com
704-925-3763



Attachment-A
ASCE 38.22 SUBSURFACE UTILITY INVESTIGATION QUALITY LEVELS

THE FOLLOWING DEFINITIONS OF SUBSURFACE UTILITY INVESTIGATION QUALITY LEVELS ARE FROM THE "*STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES, CI/ASCE 38-22*" BY THE AMERICAN SOCIETY OF CIVIL ENGINEERS, (ASCE).

QUALITY LEVEL-D UTILITY RECORDS RESEARCH: INFORMATION IS DETERMINED PRIMARILY FROM THE REVIEW AND DOCUMENTATION OF EXISTING SECOND-PARTY INFORMATION, SUCH AS UTILITY RECORDS, HISTORICAL PROJECT RECORDS, PERMITS, VERBAL ACCOUNTS, EXISTENCE OF SERVICE, VISUAL INDICATORS, AND/OR ONE-CALL MARKINGS, PUT INTO CONTEXT WITH ANY OTHER INFORMATION IN THE POSSESSION DURING THE UTILITY INVESTIGATION.

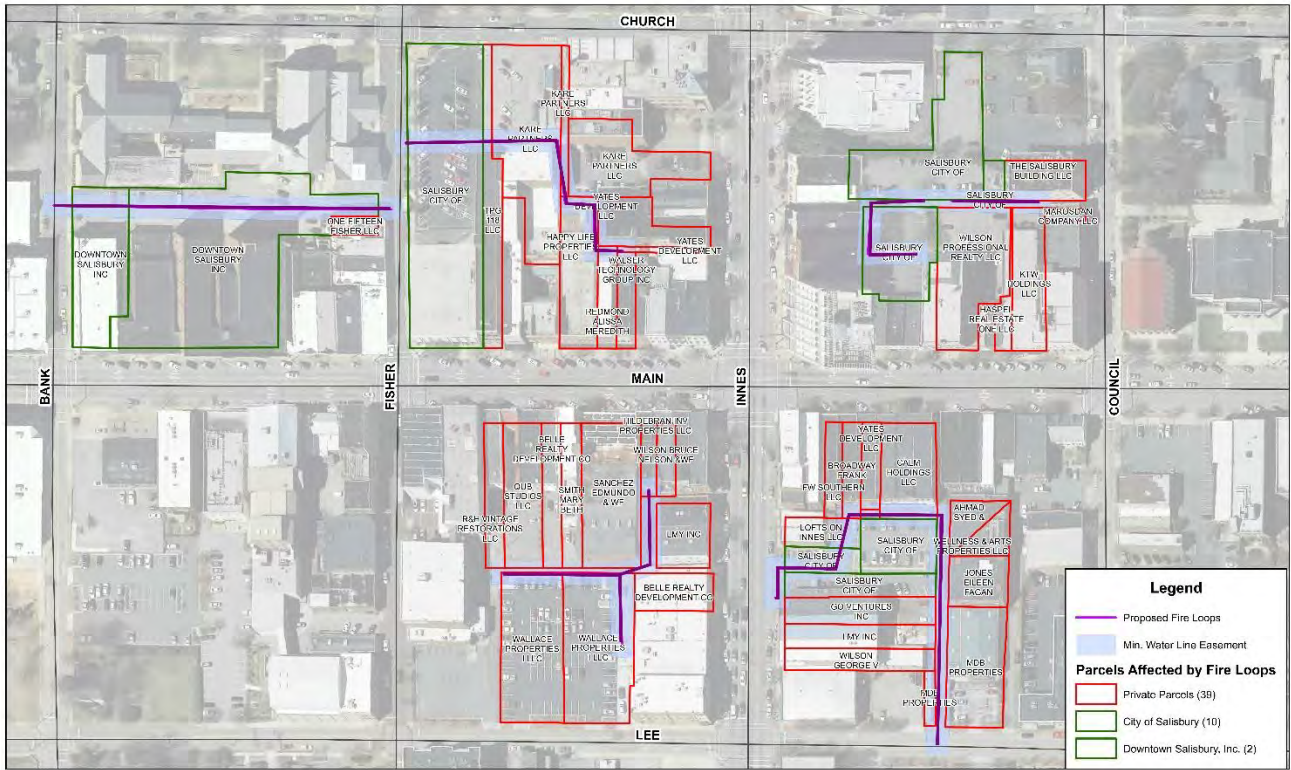
QUALITY LEVEL-C SURFACE EVIDENT UTILITY FEATURE SURVEY: QL-C DATA ARE DETERMINED BY CORRELATING UNDERGROUND UTILITY SEGMENTS FROM EXISTING SECOND-PARTY INFORMATION TO OBSERVABLE AND MEASURABLE VISIBLE UTILITY FEATURES.

QUALITY LEVEL-B UTILITY DESIGNATION: QL-B DATA ARE DETERMINED BY CORRELATING APPROPRIATE GEOPHYSICAL INTERPRETATIONS INDICATING A UTILITY SEGMENT OR UTILITY FEATURE WITH OTHER PERTINENT INFORMATION IN HAND TO DETERMINE THE BEST POSITIONAL DOCUMENTATION FOR THE UTILITY SEGMENT.

QUALITY LEVEL-A UTILITY TEST HOLE: QL-A DATA ARE DETERMINED BY PHYSICALLY EXPOSING AN UNOBSERVABLE UTILITY FEATURE OR UTILITY SEGMENT AND DOCUMENTING ITS SPATIAL EXTENT AND CHARACTERISTICS WITH A HIGH DEGREE OF ACCURACY.



Attachment-B PROJECT LIMITS



Legend

- Proposed Fire Loops
- Min. Water Line Easement
- Parcels Affected by Fire Loops**
- Private Parcels (38)
- City of Salisbury (10)
- Downtown Salisbury, Inc. (2)

ESP Associates, Inc.
5475 Labyrinth Blvd.
Ft. Mill, SC 29505
Office: (803) 802-2440
www.espsal.com

DOWNTOWN SALISBURY FIRE LINE EXTENSIONS
02/05/2024

100 50 0 100 Feet



Attachment- C
STANDARD RATES

Subsurface Utility Investigation (SUI) Services/Hourly Rates -

Principal	\$250.00/hour
Project Manager	\$200.00/hour
One Man Crew (Utility Locating)	\$135.00/hour
Two Man Crew (Utility Locating)	\$185.00/hour
CAD Technician	\$90.00/hour
Administration/Clerical	\$85.00/hour

Reimbursable Expenses -

Reproduction, Postage, Overnight Delivery-	At Cost
Travel out of town (Lodging & Meals) -	Current GSA Per Diem Rate
Mileage Support Vehicle-	Current IRS Mileage Rate
Mileage Vacuum Excavation Vehicle-	\$6.50 per mile
Core Drilling 12"	\$350 per hole
Special Backfill Material	TBD based on requirements

Remarks -

Hourly work is charged from portal to portal with a 4-hour minimum.

Service and fees not listed above will be quoted upon request.

Invoice will be submitted upon completion of work assignment.

Payment due upon receipt of invoice to client. Interest will be added to delinquent accounts at the rate of 1.5% for each month of delinquency.



Attachment- D
TERMS AND CONDITIONS OF AGREEMENT

This AGREEMENT made and entered into the 25th day of February 2024 by and between CS4 Services, LLC, with offices at 775 Arrow Point Ln, Davidson, NC 28036 hereinafter referred to as “CS4”, and ESP Associates, INC with offices at address of 3475 Lakemont BLVD, Fort Mill, SC 29708 hereinafter referred to as “CLIENT”.

WHEREAS CLIENT desires to engage the services of CS4 to furnish subsurface utility Investigation services related to a project located in Salisbury, Rowan County, North Carolina as set forth in the Subsurface Utility Investigation Services Proposal Letter Agreement dated February 25, 2024, to which these TERMS AND CONDITIONS are attached; and

WHEREAS, CS4 has signified its willingness to provide the aforesaid services for CLIENT;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, do here by agree as follows:

A. Performance of Services

CS4 agrees to perform those services outlined in the Proposal Letter Agreement to which these TERMS AND CONDITIONS are attached.

CS4 will perform the work with a degree of skill and care that is required by generally accepted professional standards. All warranties, other than express warranties specified in the AGREEMENT, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed and excluded. CS4 makes no warranties expressed or implied, representation, or guarantee with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events.

The Services to be performed outlined in the Proposal Letter Agreement shall be commenced on the date of execution of this AGREEMENT. The services shall be concluded upon the completion of the project outlined in the Proposal Letter Agreement.

If modifications become necessary during the performance of the work specified in the Proposal Letter Agreement, such modifications shall be valid only when authorized in writing by CLIENT. In the event CS4 is authorized by CLIENT to perform services in addition to those described in the Proposal Letter Agreement, such services shall be



performed by CS4 based upon an amount agreed upon prior to the performance of the modified services.

B. Services to be Provided by the CLIENT

Any information, data, exports, records, and maps which are available, and which are useful for carrying out the work on this assignment shall be promptly furnished to CS4, by CLIENT. Specific services and materials to be provided to CS4, by CLIENT, are outlined in the Proposal Letter Agreement to which these TERMS and CONDITIONS are attached.

CS4 shall not be responsible for the accuracy or validity of information that it obtains from others in connection with the performances of the services for CLIENT.

C. Limitation of Liabilities

CS4 shall not be Liable for any damages caused by delays in the performance of its services to CLIENT, which result from events which are beyond its reasonable control. For purposes of this AGREEMENT, these events shall include, but not be limited to, adverse weather conditions, floods, fire, war, riot, acts of terrorism, strikes, lockouts, unknown site conditions, accidents, loss of permits, court orders, and acts of God. Should such events occur, the parties to this AGREEMENT shall mutually agree on the terms and conditions upon which the work may be continued.

It is understood and agreed that the maximum liability of CS4 with respect to or arising out of the obligations hereunder and any duty assumed relative to the obligations arising out of this AGREEMENT, whether explicit, implicit, or contemplated, shall be limited to the amount of \$20,000 and no default or breach of covenant or duty shall impose or subject CS4 to greater liability. CS4 shall not be liable to CLIENT or any other party for any lost profits or consequential or indirect damages whether CS4 had notice of the possibility of such damages or not.

During the completion of the project set forth in the Proposal Letter Agreement, CS4 shall carry and maintain in force workers' compensation and employers' liability insurance in accordance with the law, and comprehensive general and automobile liability insurance covering injury or death of persons and property damage. Upon request by CLIENT, CS4 shall furnish or have its insurance carrier furnish certified copies of such insurance policies.

It is understood and agreed that CS4's Scope of Services under this Proposal Letter Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by CLIENT. CLIENT assumes all responsibility for interpretation of



Contract Documents and for construction observation, and CLIENT waives any claims against CS4 that may be caused in whole or in part by the interpretation of contract documents or construction observation or the failure thereof.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CS4, its officers, directors, employees and sub-consultants (collectively, CS4) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions except for claims arising from the sole negligence or willful misconduct of CS4.

CS4 shall have no responsibility for the means, methods, sequence, and technique of construction. CS4 shall have no responsibility for safety on the project's site outside of CS4's performance.

CLIENT shall indemnify, defend, and hold CS4 harmless from any claims, demands, and causes of action asserted against CS4 by any person, including CLIENT's employees, for personal injury, death, or loss or damage to property resulting from CLIENT's negligence or willful misconduct.

This AGREEMENT shall be governed by, and the legal relations between the parties determined in accordance with the laws of the State of North Carolina. By execution of this AGREEMENT, CLIENT consents to personal jurisdiction and venue in the courts in the State of North Carolina. CLIENT also consents to personal jurisdiction of the U.S. District Court for the State of North Carolina if some basis for federal jurisdiction exists such as diversity of citizenship. Any arbitration or other dispute between the parties hereto relating to this AGREEMENT shall take place in the State of North Carolina.

The provisions of this AGREEMENT shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. If any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Prices – Payment Conditions

CS4 shall be reimbursed for services rendered in the performance of this assignment, in accordance with the fee structure as set forth in the Proposal Letter Agreement to which these TERMS AND CONDITIONS OF AGREEMENT are attached. The parties agree that any amounts payable under this AGREEMENT shall not be contingent upon receipt of any other payments from any third party.



CS4 reserves the right to modify our standard fee structure for the services to be rendered as outlined in the Proposal Letter Agreement to which these TERMS AND CONDITIONS OF AGREEMENT are attached should CLIENT not authorize CS4 to begin work on the services outlined in the attached Proposal Letter Agreement within a ninety (90) day period from the date which this AGREEMENT was entered into between CS4 and CLIENT.

All Direct expenses incurred by CS4 in connection with the performance of its services for CLIENT shall be included in the amount of the lump sum fee.

All invoices from CS4 to CLIENT shall be paid within thirty (30) days after being received by CLIENT, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of CLIENT other than those conditions, if any, specifically set forth in the Proposal Letter Agreement. All payments of invoices shall be submitted to the following address CS4 Services, LLC, 775 Arrow Point Ln, Davidson, NC 28036.

CLIENT agrees to pay interest at the rate of 1.5% per month on all amounts which are overdue. In addition, in the event that any invoice remains unpaid for more than thirty (30) days, CS4 reserves the right to cease performing services for CLIENT and to retain all documentation prepared by CS4 for or on behalf of CLIENT. In the event CS4 Services, LLC collects any amount from CLIENT by or through an attorney, CLIENT shall pay CS4 Services, LLC's attorney's fees in the amount of 15% of the principal and interest.

CLIENT, at CLIENT's expense, shall pay all taxes imposed by reason of the project to be completed by CLIENT, including but not limited to all sales and use taxes, licenses, fees, income, franchise, and personal property taxes.

E. General Provisions

This AGREEMENT may be terminated for any reason by either party upon written notification to the other party. The date of termination shall be no earlier than thirty (30) days after receipt of such written notification. Upon termination of this AGREEMENT, CS4 shall be compensated for all work performed and expenses incurred prior to the date of termination.

Any notice required to be given pursuant to this AGREEMENT shall be deemed properly given when delivered in writing personally or deposited in the U.S. Mail addressed to CS4 or CLIENT at the address set forth below, with the postage fully prepaid.



If to CS4 CS4 Services North Carolina, LLC
775 Arrow Point Ln
Davidson, North Carolina 28036

If to CLIENT ESP Associates, INC
3475 Lakemont BLVD
Fort Mill, South Carolina 29708

The assignment of the AGREEMENT or any money or interest due under this AGREEMENT by either party shall be void without the prior consent of the other party.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of North Carolina.

This AGREEMENT consists of the Proposal for Subsurface Utility Investigation Services, Standard Charges Sheet, and these Terms and Conditions. This AGREEMENT constitutes the entire Agreement between the parties, supersedes all previous communications, written or oral, and may not be changed except by as mutually agreed to in writing.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, CLIENT and CS4 agree that all disputes between them arising out of or relating to this AGREEMENT, or the Project shall be submitted to nonbinding mediation.

CLIENT and CS4 further agree to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

If any clause or provision of this AGREEMENT should be determined to be illegal, invalid, or unenforceable, it is expressly agreed by the parties hereto that the remainder of the AGREEMENT shall not be affected thereby and all other terms shall remain in full force and effect. No presumption shall be deemed to exist in favor or against either party hereto as a result of the preparation or negotiation of this AGREEMENT.

CLIENT agrees that all drawings, plans, field notes, specifications, computer programs and printouts and other documents developed by CS4 in connection with this project shall be the property of CS4. CLIENT may retain a copy of each such document, but CLIENT shall not use such documentation on any extension of this project or any other project without the written consent of CS4.



Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law neither CLIENT nor CS4, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This Mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

CLIENT is not entitled to use the CS4 trademark or trade name, or any other symbols of CS4 in advertisements, brochures, releases, or similar materials without the written consent of CS4.


The failure of either party to insist upon strict compliance with the terms hereof shall not be deemed a waiver of any right hereunder, unless such waiver is contained in writing signed by both parties.

The parties have made and entered into this AGREEMENT as of the date first above written.

ESP Associates, INC

CS4 Services North Carolina, LLC

By: _____
Authorized Signature (Person signing is duly
Authorized by law to sign on behalf of entity.)



Cara J. Sellars
President, CS4 Services North
Carolina, LLC

Type/Print Name and Title

February 25, 2024

Project #

Salisbury Fire Loop
Location/ Project Name



December 19, 2023

Andrew Martin, PE
Project Manager
ESP Associates, Inc.
amartin@espassociates.com

Subject: Salisbury Fire Line Utility Coordination Scope of Services

Dear Mr. Martin,

MEAD & HUNT, Inc. (the "Consultant") is pleased to provide the following scope:

1. Utility Coordination

1.0 Utility Coordination Scope

Utility Coordination services (as described below) will cover the project limits:

- Alley between W. Bank Street and W. Fisher Street, parallel to and north of Main Street
- Alley between W Fisher Street and W Innes Street, parallel to and north of Main Street
- Alley between W Innes Street and W Council Street, parallel to and north of Main Street.
- Alley between E Fisher Street and E Innes Street, parallel to and south of Main Street.
- Alley between E Innes Street and E Council Street, south of Main Street and north of N Lee Street.

This Utility Coordination scope will cover coordination with 12 utilities (listed below), based on a call to NC811 on 5/16/2023 and reviewing utility maps received as part of the Salisbury Main Street Streetscape utility coordination effort.

Mead & Hunt will be responsible for the utility coordination necessary for construction, with services including:

1. **Project Administration** (invoices, progress reports), assumed for 10-month duration.
 - i. *Deliverable: Monthly submittals to the Prime Consultant, ESP Associates.*
2. **Prepare Utility Relocation Plans "UBOs"** showing preliminary design with all existing utilities in color and identify utility conflicts based on the approved 50% design plans.
 - i. *Deliverable: Preliminary plans noting utility conflicts in color.*
3. **Utility Coordination Kickoff Meeting** with all utilities within the project limits, submit meeting minutes and additional documentation to utility companies.
 - i. *Deliverable: Kickoff meeting minutes.*
4. **Coordinate Utility Relocation Designs and Prepare Preliminary Utilities by Others "UBOs"** plans showing proposed utility relocation work.
 - i. *Deliverable: Preliminary UBO Plans.*
5. **Finalize UBO Plans** reflecting final utility relocation designs, on 90% design plans.



December 19, 2023

- i. Deliverable: Final UBO Plans.*
6. **Prior Rights Determination for Cost Responsibility** (assuming all utilities may have prior rights, under the assumption the fire loop work is on private property).
 - i. Deliverable: Table stating cost responsibility, and documentation proving prior rights.*
7. **Obtain Cost Estimates for Utilities with Prior Rights** (assuming all utilities may have prior rights, under the assumption the fire loop work is on private property).
 - i. Deliverable: Cost estimates for each utility with prior rights.*
8. **Coordinate Utility Relocation Schedule** with all utility owners, including order of relocations.
 - i. Deliverable: Utility relocation schedule*
9. **Coordination Meetings**, up to four coordination meetings, in addition to the monthly Streetscape project monthly meetings, covered under that project's scope.

Exclusions:

- City of Salisbury will be responsible for administering utility relocation agreements with utility owners.
- No coordination for new utility easements.
- No coordination during construction – City Staff and/or contractor to coordinate construction timeline with utility companies during construction.
- No formal utility reports will be prepared.
- Mead & Hunt is not responsible for utility permitting.
- No recurring meetings, other than the Monthly Coordination meetings.
- Mead & Hunt is not responsible for designing any of the utility relocations. It is assumed that each individual utility will provide utility relocation designs.

Utility Companies to be coordinated with, based on a call to NC811 5/16/2023 (Utility Members on NC811 along Main Street in Salisbury, NC from Horah Street to Kerr Street), and reviewing utility maps received as part of the Salisbury Main Street Streetscape utility coordination effort:

1. Windstream - telephone
2. AT&T - fiber
3. Hotwire Communications - fiber
4. Duke Energy – electric
5. Duke Energy - lighting
6. Centurylink/Lumen/– fiber
7. Verizon (MCI) - fiber
8. Segra (Spirit) - fiber
9. Piedmont Natural Gas - gas
10. City of Salisbury Lighting
11. City of Salisbury Sewer/Fiber
12. Charter Communications (Spectrum)

UTILITY COORDINATION BREAKDOWN WORKSHEET

PROJECT DESCRIPTION: Salisbury Streetscape					COS PROJECT NUMBER:			TIP NUMBER: N/A	DATE PREPARED: 12/19/2023	
PREPARED BY: Jennifer Smith-Morton					FIRM: Mead & Hunt			TASK ORDER NUMBER: 1	DATE REVISED:	
TASK NO.	TASK DESCRIPTION	Kevin Barnes Utility Manager	Jennifer Smith-Morton Senior Utilities Engineer	Andrew Brame Utilities Engineer				SUB- TOTAL	% OF PROJECT	COMMENTS
2	Utility Coordination									
2	Utility Coordination									
2.1	Project Administration		20.00				20.00	8.37%		
2.2	Prepare Utility Relocation Plans "UBO" Showing Preliminary Design w/ Ex. Utilities in Color & Conflicts		2.00	16.00			18.00	7.53%		
2.3	Utility Coordination Kickoff Meeting	1.00	9.00	19.00			29.00	12.13%		Includes one site visit
2.4	Coordinate Utility Relocation Designs and Prepare Preliminary UBOS	2.00	12.00	48.00			62.00	25.94%		
2.5	Finalize UBO Plans	1.00	6.00	24.00			31.00	12.97%		
2.6	Prior Rights Determination	1.00	6.00	24.00			31.00	12.97%		
2.7	Obtain Cost Estimates for Utilities with Prior Rights	1.00	6.00	24.00			31.00	12.97%		
2.9	Coordinate Utility Relocation Schedule	1.00	2.00	6.00			9.00	3.77%		
2.10	Monthly Coordination Meetings		4.00	4.00			8.00	3.35%		
TOTAL WORKHOURS/CATEGORY:		7.00	67.00	165.00	0.00	0.00	0.00	239.00		
TOTAL WORKDAYS/CATEGORY:		0.88	8.38	20.63	0.00	0.00	0.00	29.88	100.00%	
HOURLY RATES:		300.00	170.00	105.00						
RATES PER DAY:		\$2,400.00	\$1,360.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00		
PAYROLL BURDEN:		\$2,100.00	\$11,390.00	\$17,325.00	\$0.00	\$0.00	\$0.00	\$30,815.00		
TOTAL WORKDAYS:		29.88								
TOTAL PAYROLL BURDEN:		\$30,815.00								
AVERAGE COST PER HOUR:		\$128.93								
COST/MANDAY:		\$1,031.46								
DIRECT EXPENSES:		\$458.50								
UTILITY COORDINATION GRAND TOTAL:		\$31,273.50								

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PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

PAYMENT: Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

This **Warranty And Standard Of Care** is in lieu of all other warranties and standards of care. No other warranty or standard of

care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

LIMITATION OF LIABILITY - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement **shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages.** At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.**

DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

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use or reliance on instruments of services when such use or reliance is with Client's knowledge.

SAFETY - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

CONFIDENTIALITY - Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

SAMPLES - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

INVENTIONS - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

PROJECT SITE - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.)

arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.

TERMINATION FOR CONVENIENCE - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

UNFORESEEN OCCURRENCES - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

DELAYS - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

NON-SOLICITATION - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

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CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

NO AMENDMENT/ WAIVER – This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina., without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

INTERPRETATION -- Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

FORCE MAJEURE – In the event that either party is unable to carry out its obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

COMPLIANCE WITH LAW AND EEOC COMPLIANCE - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTORNEYS FEES – Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

MATERIAL FACT WITNESS – Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.

ESP Associates 2023 Rates

Staff	2022-2024 Proposed Rate
Civil Engineering	
Principal In Charge	\$ 250.00
Senior Managing Engineer III	\$ 245.00
Senior Managing Engineer II	\$ 240.00
Senior Managing Engineer I	\$ 235.00
Senior Project Engineer III	\$ 230.00
Senior Project Engineer II	\$ 225.00
Senior Project Engineer I	\$ 220.00
Project Engineer III	\$ 185.00
Project Engineer II	\$ 175.00
Project Engineer I	\$ 170.00
Senior Project Manager II	\$ 165.00
Senior Project Manager I	\$ 160.00
Project Manager IV	\$ 155.00
Project Manager III	\$ 150.00
Project Manager II	\$ 145.00
Project Manager I	\$ 140.00
Designer III	\$ 130.00
Designer II	\$ 120.00
Designer I	\$ 105.00
Administrative Assistant III	\$ 85.00
Landscape Architecture	
Senior Managing Land Planner II	\$ 225.00
Senior Landscape Architect II	\$ 195.00
Senior Landscape Architect I	\$ 170.00
Landscape Architect	\$ 150.00
Land Planner III	\$ 135.00
Surveying - Conventional	
Senior Managing Surveyor	\$ 250.00
Survey Project Manager IV	\$ 185.00
Survey Project Manager III	\$ 165.00
Survey Project Manager II	\$ 125.00
Survey Technician III	\$ 120.00
Survey Technician II	\$ 120.00
Survey Crew Chief (2-Man Crew)	\$ 175.00
Surveying - SUE	
SUE Project Surveyor II	\$ 190.00
SUE Project Surveyor I	\$ 170.00
SUE Project Manager IV	\$ 190.00
SUE Project Manager III	\$ 160.00
SUE Project Manager II	\$ 140.00
SUE Project Manager I	\$ 125.00
SUE Designating 2-man crew	\$ 200.00
SUE Vacuum Excavation 3-man crew	\$ 370.00
SUE Survey 2-man crew	\$ 200.00
SUE Analyst III	\$ 125.00
SUE Analyst II	\$ 110.00
SUE Analyst I	\$ 95.00

Staff	2022-2024 Proposed Rate
Surveying – Static and Mobile LiDAR	
Managing Surveyor I	\$ 210.00
Scan Project Manager III	\$ 175.00
Project Surveyor II	\$ 180.00
Project Surveyor I	\$ 160.00
Scan Technician III	\$ 150.00
Scan Technician II	\$ 130.00
Scan Technician I	\$ 115.00
Survey Technician IV	\$ 170.00
Survey Technician I	\$ 105.00
Survey Crew - 2 Man	\$ 175.00
Survey Crew - 3 Man	\$ 215.00
Survey Crew - 4 Man	\$ 260.00
Hydrographic Survey Crew (Small Vessel)	\$ 255.00
Hydrographic Survey Crew (Large Vessel)	\$ 285.00
Field Manager	\$ 130.00
Static Scan Crew	\$ 245.00
Mobile Scan Crew	\$ 265.00
Application Development	
Senior GIS Manager I	\$ 155.00
GIS Analyst II	\$ 120.00
GIS Analyst I	\$ 105.00
GIS Tech II	\$ 95.00
GIS Tech I	\$ 75.00
Geophysical	
Senior Geophysicist III	\$ 210.00
Project Scientist III	\$ 140.00
Project Scientist II	\$ 125.00
Project Scientist I	\$ 105.00
Utility Coordination	
Construction Services Manager	\$ 200.00
Utility Coordinator	\$ 145.00

Staff	2022-2024 Proposed Rate
Geotechnical Engineering	
Engineering Director	\$ 320.00
Senior Project Manager II	\$ 170.00
Project Manager III	\$ 155.00
Project Manager II	\$ 150.00
Senior Technician IV	\$ 95.00
Senior Engineering Technician III	\$ 90.00
Senior Engineering Technician II	\$ 85.00
Senior Engineering Technician I	\$ 75.00
Engineering Technician I	\$ 65.00
Administrative Assistant II	\$ 75.00
CEI Project Manager	\$ 185.00
CEI Assistant Project Manager	\$ 140.00
CEI Technician IV	\$ 115.00
CEI Technician III	\$ 95.00
CEI Technician II	\$ 75.00
Environmental Engineering	
Senior Project Geologist II	\$ 190.00
Senior Project Engineer I	\$ 190.00
Staff Scientist III	\$ 110.00
Staff Scientist II	\$ 95.00

Staff	2022-2024 Proposed Rate
Laboratory Testing Services	
Soils	
Natural Moisture Content, each	\$ 19.00
Atterberg Limits, each	\$ 110.00
Unit Weight and Moisture Determination, each	\$ 75.00
Grain Size (Wash 200 Sieve), each	\$ 80.00
Grain Size (W/Mechanical Sieve), each	\$ 125.00
Grain Size (with Hydrometer), each	\$ 170.00
Specific Gravity, each	\$ 110.00
Standard Proctor Compaction, each	\$ 160.00
Modified Proctor Compaction, each	\$ 200.00
ABC Stone Proctor, each	\$ 245.00
ABC Stone Gradation, each	\$ 210.00
California Bearing Ratio Tests (3 points, soaked)	\$ 420.00
Triaxial Compression Tests*	
a. unconsolidated - undrained (Q)	\$ 610.00
b. consolidated - undrained (R)	\$ 710.00
c. consolidated - undrained with pore pressure (R)	\$ 915.00
*For remolded samples, add	\$ 120.00
Permeability Testing (triaxial apparatus):	
a. Remolded, each	\$ 525.00
b. Undisturbed, each	\$ 525.00
Consolidation Test:	
a. Undisturbed, each	\$ 775.00
b. Remolded, each	\$ 775.00
Materials	
Concrete cylinder compression test	\$ 19.00
Mortar cube compression test (2"x2")	\$ 22.00
Grout prism compression test (4"x4"x8")	\$ 28.00
Masonry unit compression test	\$ 130.00
Masonry prism compression test (8" block)	\$ 210.00
Masonry prism compression test (12" block)	\$ 235.00
Masonry sample trimming	\$ 75.00
Concrete core compression test	\$ 60.00
Concrete sample trimming	\$ 20.00
Bulk specific gravity of asphalt	\$ 75.00
Asphalt thickness determination	\$ 25.00

Staff	2022-2024 Proposed Rate
Drilling/CPT Services	
Mobilization of Drill Crew and Equipment, local	\$ 700.00
a. Surcharge for all terrain vehicle mounted drill	\$ 250.00
Soil Test Borings: (ASTM D-1586); split-spoons with up to 3-	
a. less than 50 blows	\$ 14.50
b. greater than 50 blows	\$ 16.50
c. additional split-spoon samples and bulk samples	\$ 30.00
d. additional charge below 50 feet	\$ 5.00
e. additional charge below 75 feet	\$ 4.00
CPT Soundings: (ASTM D-5778)	
a. CPT Soundings, per foot	\$ 14.50
b. Pore Pressure Dissipation Test, per hour	\$ 275.00
c. Shear Wave Velocity Measurements, each	\$ 35.00
Hourly rate for Drill Rig and Crew	\$ 300.00
Auger Boring, up to 3-1/4 " ID Augers	\$ 11.50
Undisturbed Samples, 3-inch Shelby Tube	\$ 110.00
Difficult moving, clearing access, standby, hauling water or	\$ 300.00
Subsistence:	
a. 2 man crew	\$ 300.00
Dozer rental for clearing access to boring locations and	Cost+15%
Rock Coring:	
a. Set-up	\$ 250.00
b. Casing	\$ 12.00
d. Coring (NQ Size)	\$ 75.00
Temporary standpipe, backfilled with cuttings, non-grouted	\$ 10.00
a. Additional charge for sand pack, bentonite seal and	\$ 12.00
Grout Bore Holes, per foot	\$ 12.00
Asphalt / Concrete Patching of Boreholes, each	\$ 45.00
Equipment	
Floor Flatness Equipment, per day	\$ 130.00
Photoionization Detector	\$ 150.00
Disposable Bailer	\$ 16.00
Conductivity, pH, Temperature Probe	\$ 45.00
Daily Environmental Sampling Supplies	\$ 50.00
Magnetic Particle Yoke	\$ 35.00
Torque Wrench	\$ 25.00
Nuclear Density Gauge per day	\$ 40.00
Disposable Bailer, each	\$ 16.00
Water Level Meter, per day	\$ 60.00
Seismograph, each per day	\$ 50.00

Staff	2022-2024 Proposed Rate
Reimbursables	
Subcontract and Specialty Services	Cost +15%
Equipment Rental	Cost +15%

Note: Senior staff highlighted is anticipated to perform limited supervisory duties and be available upon request only.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

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

Name of Presenter(s): Jim Behmer and Jason Wilson

Requested Agenda Item: Salisbury-Rowan Utilities FY 2025 Budget Update Presentation

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) will provide an update to City Council regarding highlights of SRU's proposed FY 2025 budget and Capital Improvement Plan (CIP). The City's financial consultant (Raftelis) will also provide a financial review and information on the updated rate model.

Attachments: Yes No

Fiscal Note: N/A

Action Requested of Council for Agenda Item: No City Council action is required.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved Delayed Declined
Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 4/2/2024

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

Name of Presenter(s): Chris Tester

Requested Agenda Item: Public Works Solid Waste Department, additional service route request, and proposed rate increase.

Description of Requested Agenda Item: Council to receive an update on the Public Works Solid Waste program, request for an additional crew and collection vehicle, and the proposed rate increase for July 1, 2024 as part of the FY2025 budget. This item was first discussed at Council's January Retreat.

Attachments: Yes No

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 form and provide supporting documents)*

Staff and vehicle need required for an additional collection route are requested in the FY24-25 budget

Action Requested of Council for Agenda Item: No action is required of Council at this time. This crew addition and fee adjustment will come back to Council with the Budget presentation.

Contact Information for Group or Individual: Chris Tester – 704-216-7554

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:

Handwritten signature of the Finance Manager.

Finance Manager Signature

Handwritten signature of the Department Head.

Department Head Signature

Handwritten signature of the Budget Manager.

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: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Connie Snyder

Name of Presenter(s): City Council

Requested Agenda Item: Council to consider appointments various boards and commissions.

Description of Requested Agenda Item: The majority of Council appointed boards and commissions have seats that expire March 31. A worksheet showing the terms that are ending and whether the person is eligible for reappointment along with applications received to date are attached.

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 various boards and commissions.

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

Contact Information for Group or Individual: Connie Snyder 704-638-5234

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Boards and Commissions Worksheet – 2024

Alternate Methods of Design Commission

<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Member</u>
Jon Palmer	3/31/24	No	Jon Palmer

Applicants:
Hannah Addair

Notes: Members shall have demonstrated experience, education, or licensure in the design, construction, and /or development field.

Bell Tower Green Advisory Committee - Harry McLaughlin, Council Liaison

<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Vacant	3/31/25	No	Misty Ebel
Meredith Abramson *	3/31/24	Yes	Meredith Abramson
Bill Wagoner*	3/31/24	Yes	Bill Wagoner

Applicants:
Krystal Biskner
Robert Schmidt

Notes:

Community Appearance Commission – Tamara Sheffield, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Hugo Correa	3/31/24	No	Jennifer Baldi
Michael Mills	3/31/24	No	Krystal Biskner
James Carli	3/21/24	No	Linda Moser
Kelly Vanager	3/31/24	Yes	Kelly Vanager
Jeffrey Martinez	3/31/24	No	Beth Rutledge
Vacant	3/31/26	n/a	Rebecca Wells

Applicants:
Faye Moser
Karen Lilly-Bowyer

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.

Greenway, Bicycle and Pedestrian Committee - Harry McLaughlin, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Edward Hirst	3/31/24	No	Lisa Bowman
Sara Clymer*	3/31/24	Yes	Sara Clymer
Amy Smith*	3/31/24	Yes	Amy Smith

Applicants:
Louis Kandl
Dennis Rogers
Karen South Jones

Notes:

Historic Preservation Commission

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Members</u>
Steven Cobb	3/31/24	No	Michael Kepley
Marcelo Menza *	3/31/24	Yes	
Jon Planovsky	3/31/24	No	Ephrum Schwartz-Laubhann

Applicants:

Ryan Ermine
 Eugene Goetz
 Susannah MacNeil
 Steven Raffa
 Andrea McAnn Reeder
 John Schaffer
 Robert Schmidt
 Karen Lilly-Bowyer

Notes: All members must have a demonstrated interest, competence, or knowledge in historic preservation. The Certified Local Government must document in writing its good faith effort to appoint professionals from the disciplines of architecture, history, architectural history, planning, archaeology, or other related disciplines, to the extent such professionals are available in the community and willing to serve. The CLG program recognizes that a mix of professional and lay members makes the strongest commission.

Marcelo Menza is willing to serve another term.

Housing Advocacy Commission – David Post, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Members</u>
Gemale Black	3/31/24	Yes	Gemale Black
Lorenzo Debose	3/31/24	Yes	Lorenzo Debose
Russell Michalec	3/31/24	Yes	Russell Michalec
Jessica Cloward	3/31/24	Yes	
Vacant	3/31/25	n/a	Annie Boone-Carroll

Applicants:

Auyanna Brooks
 Jonathan Handy
 Lisa Kelley
 Kristen Stauffer

Notes: Seats have been designated for representatives from Neighborhoods, Landlords and At-large.

Human Relations Commission – Anthony Smith, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Linda Black	3/31/24	Yes	Matthew Beaver
Brunetta Franklin	3/31/24	Yes	Edward Brown
Preston Sale	3/31/24	Yes	Jonathan Handy
Colleen Smiley	3/31/24	Yes	Shanikka Gadson Harris
Vacant	3/31/26	n/a	Susannah McNeil

Applicants:

Lisa Kelley
 Kristen Stauffer
 Katherine Thornton
 Rebecca Wells

Notes: Eight members of the HRC are appointed by City Council and eight members are appointed by the HRC.

Hurley Park Advisory Board – Mayor Alexander, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Jerry Lawson *	3/31/24	Yes	Jerry Lawson
Linda Sufficool *	3/31/24	Yes	Linda Sufficool
Laura Thompson*	3/31/24	Yes	Laura Thompson

Applicants:

Rebecca Wells
 Kevin Auten

Notes: The City will ensure that a member of the Hurley Family Foundation and a person who lives within 100 feet of the park are appointed to the board.

Parks and Recreation Advisory Board – Harry McLaughlin, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Jon Post	3/31/24	No	Dennis Rogers
Dennis Rivers *	3/31/24	Yes	Dennis Rivers
Syliva Fosha *	3/31/24	Yes	Syliva Fosha

Applicants:

Kevin Auten

Notes:

Planning Board/Board of Adjustment

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Members</u>
Jayne Land	3/31/24	No	Famous Lusti
Timothy Norris (ETJ)	3/31/24	No	
Dennis Rogers	3/31/24	No	Katherine Thornton
John Struzick	3/31/24	No	

Applicants:
 Steven Raffa
 Robert Schmidt
 Karen Lilly-Bowyer

Notes: Please note Rowan County makes the ETJ appointment.

Public Art Commission - Mayor Karen Alexander, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Hunter Safrit	3/31/24	No	Anne Scott Clement
Judy Kandi	3/31/24	No	Nichole Pequeno
Reg Boland *	3/31/24	Yes	Reg Boland
Shanna Glawson*	3/31/24	Yes	Shanna Glawson

Applicants:
 Christine Goetz
 Faye Moser
 Rebecca Wells

Notes: When the PAC was established all existing members maintained their term for one year. Terms now need to be established that stagger appointments for the Commission.

Transportation Advisory Board – Anthony Smith, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 2 Members</u>
Christina Rodriquez	3/31/24	Yes	
Laura Schmidt	3/31/24	No	

Applicants:
 Hannah Addair *
 Dr. Orlando Lewis *
 Donna Tillman

Notes: Membership shall be representative of the population of the service area and include representatives from human service agencies, transportation providers, business sector, government sector, and the public within the service area.

Tree Board – Harry McLaughlin, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 0 Members</u>
Jonathan Barbee *	3/31/24	Yes	Jonathan Barbee
Melissa Eller *	3/31/24	Yes	Melissa Eller
Melissa Shaver	3/31/24	No	Melissa Shaver

Applicants:
 Louis Kandl
 Faye Moser

Notes:

Hannah

Addair

Submission Date Jan 12, 2024 10:17 AM

First Name Hannah

Last Name Addair

E-mail hdaddair14@catawba.edu

Home Phone 3364672380

Address 1107 Forestdale Drive

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Female

Place of Employment Catawba College

Occupation Sustainability Specialist

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? No

Please indicate your #1 preference: Transportation Advisory Board (No Requirement of Residency)

Please indicate your #2 preference: Tree Board

Please indicate your #3 preference:

Alternate Methods of Design 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?

I am interested in serving on the Transportation Advisory Board because I would like to help Salisbury become more accessible for walkers, joggers, and cyclists. Additionally, I would like to ensure that the many college students we have in our community feel safe during their travels to and from their schools and the Downtown area.

I am also interested in serving on our Tree Board because I know how crucial tree biodiversity is not only for our local pollinators, but also for our residents. More trees and native plantings equal less flooding, more carbon sequestration, and lower temperatures in urban settings.

I am interested in serving on the Alternate Methods of Design Board because I know that structural changes need to be made in order for our community to be a resilient one in the face of climate change.

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 am very passionate about Salisbury and Rowan County, as someone who has lived here essentially my whole life and I believe that I have many positive attributes to bring to the Board. I care deeply for people and truly want what is best for our citizens. I graduated from Catawba College in 2018 with a BA in Music, and earned a Certification in Sustainable Architecture from Central Piedmont Community College in 2021. I currently serve as Catawba College's Sustainability Specialist where I work on a variety of projects to ensure Catawba becomes the leading small environmental college in the southeast. I have also served on the Forsyth Audubon Chapter Board since 2020 and am still an avid member and birder with the chapter.

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

Kevin

Auten

Submission Date Mar 25, 2024 12:54 PM

First Name Kevin

Last Name Auten

E-mail autenk1811@yahoo.com

Home Phone 7043106573

Fax None

Business Phone None

Address 405 Travis Lane

City Salisbury

State NC

ZIP Code 28146

Ethnicity Caucasian/Non-Hispanic

Gender Male

Place of Employment Retired

Occupation Law Enforcement

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? Yes

Please indicate your #1 preference: Parks and Recreation Advisory Board

Please indicate your #2 preference: Hurley Park Advisory Board

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? As retired Sheriff I want to remain engaged within the community. Lifelong resident of Salisbury.

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 feel like I have good communication skills with individuals from all walks of life. Genuine love for our community. Especially like working with youth and or programs for our youth.

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

Auyanna

Brooks

Submission Date Nov 23, 2023 6:38 PM

First Name Auyanna

Last Name Brooks

E-mail teambrooks2015@gmail.com

Home Phone 7046451636

Address 322 mccubins rd

City Salisbury

State NC

ZIP Code 28145

Ethnicity African American

Gender Female

Place of Employment Salisbury Health and rehab

Occupation Cna

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area?

Yes

Please indicate your #1 preference:

Housing Advocacy Commission

Please indicate your #2 preference:

Fair Housing Committee

Please indicate your #3 preference:

Other

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?

I am a young black women with four kids single mother also i know the city really well praying for change in our city!! Something needs to be done cost of living super expensive and folks didnt get raises to afford to living which cause people to be homeless and on the street!!! These schools need some fixing

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

Ryan

Emerine

Submission Date Feb 16, 2024 12:32 AM

First Name Ryan

Last Name Emerine

E-mail ryanemerine@gmail.com

Home Phone 7046773013

Address 117 E Steele St

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Male

Do you reside within the City limits of Salisbury? Yes

Please indicate your #1 preference: Historic Preservation Commission

Please indicate your #2 preference: Historic Preservation Commission

Please indicate your #3 preference: Historic Preservation 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? I think the historic preservation committee needs new and younger insight to bring new visions and ideas on how it should be run to make Salisbury better.

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 business expertise capable of assisting with the proper running on historic downtown and other districts to ensure the town thrives because of its historic nature.

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

Christine

Goetz

Submission Date Feb 3, 2024 10:34 AM

First Name Christine

Last Name Goetz

E-mail ChristineGoetz711@gmail.com

Home Phone 704-216-1258

Address 126 East Steele Street

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Female

Occupation retired

Do you reside within the City limits of Salisbury? Yes

Please indicate your #1 preference: Public Arts 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?

As an artist I believe public art has a meaningful and transformative role to play, making a difference in the community. Not only does public art contribute to city beautification but it sparks an expanded interest in and appreciation of the visual arts, stimulating thought and conversation in the community about the arts. It also serves to build cohesiveness in the art community and, through selection, has the opportunity to highlight the contribution of all cultures. Further, public art has much to contribute as the city works to rebuild the downtown businesses and create community by

drawing residents to downtown, developing Bell Tower Park and adding outdoor spaces for the community to gather to sit and talk. Finally, Salisbury already draws visitors as an historic city. If properly developed our public art can also serve as a draw.

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:

Education: B.S. Art Education, University of Dayton, Dayton, Ohio, M.A. Art Education, Miami University, Oxford, Ohio, studied art and computer technology at the Center for Applied Scientific Technology, Harvard University, and have completed extensive course work in documentary video and photography.

Teaching: Art teacher in schools in Michigan and Ohio, Art Director, Seven Hills Schools, Cincinnati, and Cincinnati Country Day School, Artist-in-Residence for a one month "Day of the Dead" symposium at Clermont College, University of Cincinnati, to promote cultural understanding of Hispanics, art teacher/tutor, Taos Pueblo Day School, Taos, New Mexico, participating in an exchange program between the school and a public school in Ciudad Juarez, Mexico, Coordinator, Artist in the Schools Program, Ohio Arts Council, lecturer on learning style differences and creativity for the National Conference on Adults and Children with Learning Disabilities, the Independent Schools of the Central States and the Southwest Teachers Association

Exhibitions: Have exhibited in 15 galleries in Taos and Santa Fe, New Mexico, Vail, Colorado, and Cincinnati and Dayton, Ohio, had a one month Day of the Dead Exhibition at the Mean Mug, Salisbury, NC, invited by Sisters of St. Joseph, Pineapple, Alabama, to involve the Black community in creating an out-of-doors installation representing a grandmother's cabin, memorializing generations past, and had a shrine in "Images of Mary: Contemporary Variations", a juried exhibition, touring nationally, to celebrate the 50th anniversary of the Mariological Society of America, Dayton, Ohio,

Publication: Edited an interactive arts curriculum for Very Special Arts, Washington, D.C., published in Arts and Activities.

Related Experience: Spent two weeks developing a photographic record of members of the Black community for the Sisters of St. Joseph, Pineapple, Alabama, worked in art production for the motion picture industry for Jody Foster, followed a strong interest in art and archaeology, working at sites including Ballylough, Ireland, and Caesarea by the Sea, Israel, and studying sites in Ecuador, Belize, Guatemala, Mexico and Australia, and selected the exterior colors and designed the gardens for the Mary Steele Scales House (ca 1893), our home, recently designated one of Salisbury's historic landmarks.

My art mediums are painting and multimedia.

Past president, Taos, NM, Archaeological Society.
I volunteer three days a week stocking inventory at the Rowan History Museum resale store.

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

I agree

knowledge. I understand and agree that any misstatement will be cause for my removal from any board or commission.

Eugene

Goetz

Submission Date Feb 3, 2024 5:36 PM

First Name Eugene

Last Name Goetz

E-mail Goetz.Gene@gmail.com

Home Phone 704-216-1258

Address 126 East Steele Street

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Male

Occupation retired

Do you reside within the City limits of Salisbury? Yes

Please indicate your #1 preference: Historic Preservation Commission

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? I believe the HPC is a body where I can make a contribution to something key to the future development of Salisbury.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in Six years as a member of the HPC with experience gained getting our home designated an Historic Landmark.

your duties as a member of the Board or Commission:

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

Karen

South Jones

Submission Date	Feb 8, 2024 4:45 PM
First Name	Karen
Last Name	South Jones
E-mail	whitehousewoman@gmail.com
Home Phone	704-642-9314
Fax	704-636-8117
Business Phone	704-633-5636
Address	810 Old Stone House Road
City	Salisbury
State	NC
ZIP Code	28146
Ethnicity	Caucasian/Non-Hispanic
Gender	Female
Place of Employment	Rowan County Youth Services Bureau, Inc.
Occupation	Executive Director
Do you reside within the City limits of Salisbury?	No
Are you within the City's Extraterritorial Jurisdiction (ETJ) area?	No

Please indicate your #1 preference:

Greenway Committee (No Requirement of Residency)

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?

I am an avid walker who travels the streets throughout Salisbury on a regular basis. As such, I am interested in helping make our streets, sidewalks, and greenways safer and more accessible to walkers and bikers.

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 involved in numerous Boards of Directors, advisory committees, and other oversight entities. I know how to work collaboratively and collegially with diverse members of our community.

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

louis

kandl

Submission Date	Feb 13, 2024 12:30 PM
First Name	louis
Last Name	kandl
E-mail	kandl@carolina.rr.com
Home Phone	7047985597
Fax	none
Business Phone	none
Address	303 W Marsh St
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Male
Place of Employment	self
Occupation	retired physician
Do you reside within the City limits of Salisbury?	Yes
Are you within the City's Extraterritorial Jurisdiction (ETJ) area?	No

Please indicate your #1 preference:

Tree Board

Please indicate your #2 preference:

Greenway Committee (No Requirement of Residency)

Please indicate your #3 preference:

Other

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?

I am interested on being on the tree board because: 1. My education/background is biology, ecology and medicine. 2. life long interest and love for the outdoors and outdoor activities such as fishing, hiking, camping, boating, and now nature journaling (watercolor/ink/watercolor. 3.My realization as to the importance of trees in a healthy environment. 4. Knowing that climate change is real and that trees are or should be part of the solution. And that is within our capability.

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:

1. BA in Biology and Understanding of ecology
2.Understanding how trees improve the human habitat both socially and economically (lowering utility bills, wind brakes, beautifying your lawn/home and home value
3.Willingness to go to meetings, spend my time, to add to the beauty of Salisbury.
4. Prime directive for me is to see more trees growing in Salisbury for all the above reasons.

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

Lisa

Kelley

Submission Date Dec 8, 2023 8:56 AM

First Name Lisa

Last Name Kelley

E-mail fixer.todd@gmail.com

Home Phone 704 310 8662

Address 231 W D ave apt 21

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Female

Place of Employment Retiired

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? No

Please indicate your #1 preference:

Housing Advocacy Commission

Please indicate your #2 preference:

Human Relations Council

Please indicate your #3 preference:

Other

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?

As a senior with disabilities and limitations, I have many concerns over housing for seniors, transportation issues and lack of resources.

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 hold a business degree, i am disabled, i have raosed premature twins, born at 27 weeks, i jave a an adult child with autism and a brain injury, i am a disabled senior woman who can offer a lot of insight into the lack of resources in this community and looking to change this situation. Particularly housing, veterans and unable to reach free legal services and Advocacy, due to overwhelming demand and not enough setvices.

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?

Yes

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

Orlan

Lewis

Submission Date	Mar 8, 2024 10:02 AM
First Name	Orlan
Last Name	Lewis
E-mail	olewis@livingstone.edu
Home Phone	16302001499
Address	701 W. Monroe St
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	African American
Gender	Male
Place of Employment	Livingstone College
Occupation	Education, Vice President for Student Affairs
Do you reside within the City limits of Salisbury?	Yes
Are you within the City's Extraterritorial Jurisdiction (ETJ) area?	Yes
Please indicate your #1 preference:	Transportation Advisory Board (No Requirement of Residency)
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?	I am interested in serving on The Transportation Advisory Board to serve as a liaison between Livingstone College, the Division, the Manager, the City Council and citizens of the community. As an effective member, I will be able to consult, advise and make recommendations to the Director of the Division in matters affecting service design, service scheduling, service fares, unmet needs in the service area, marketing, and performance measures.
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:	Current I serve as the Vice President for Student Affairs at Livingstone College. I feel this would benefit and assist the Transportation Advisory Board with strengthening the town and gown relationship and partnership between the City of Salisbury Transportation and Livingstone College. I serve and have served on other city of Salisbury boards and advisory boards that in order to enhance the city of Salisbury.

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

karen

Lilly- Bowyer

Submission Date Mar 23, 2024 12:50 PM

First Name karen

Last Name Lilly- Bowyer

E-mail karnbowyer@yahoo.com

Home Phone 7042134232

Address 1604 Statesville Blvd

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Female

Place of Employment retired

Occupation Education

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? No

Please indicate your #1 preference: Historic Preservation Commission

Please indicate your #2 preference: Planning 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?

I am very interested in the city's work to preserve Salisbury's historical properties. I have been involved with the historic preservation movement through board membership with Historical Salisbury Foundation, and I served for two terms on the Rowan County Historic Landmark commission where I served as chair for three years. As a native of Salisbury I have seen many changes over the years. It is my hope that I can serve to help insure the forward movement of the city's historical preservation plan

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:

Interest: Historic preservation, reading, bridge, research
Education: Graduate degree in Education with an emphasis on curriculum
Boards: Historic Salisbury Foundation, Rowan County Landmark Commission Chair for 3 years

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

Faye Moser

Submission Date	Feb 9, 2024 6:46 PM
First Name	Faye
Last Name	Moser
E-mail	fmluvsherdoxies@gmail.com
Home Phone	8284892351
Address	905 N Main St
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Female
Place of Employment	Electric Power Research Institute (EPRI)
Occupation	Engineer/Scientist
Do you reside within the City limits of Salisbury?	Yes
Are you within the City's Extraterritorial Jurisdiction (ETJ) area?	No
Please indicate your #1 preference:	Public Arts Commission
Please indicate your #2 preference:	Community Appearance Commission

Please indicate your #3 preference:

Tree Board

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?

I am interested in serving on this commission because I am passionate about contributing to my community and making a positive impact. As a percussionist with educational and professional experience, including with the Salisbury Symphony Orchestra, I could offer a unique perspective to the Public Arts Commission. While not a visual artist, I understand the transformative power of the arts and bring a collaborative mindset to the table. My advocacy for the arts, coupled with my ability to work effectively with others, will contribute to the commission's goal of promoting inclusive and impactful public art initiatives.

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:

Building on my previous response, my experience as a musician has deeply informed my understanding of creative processes and the significance of art within our community. Through years of musical engagement, I've witnessed firsthand the transformative power of artistic expression in enriching lives and fostering community connections. This understanding of creation and the profound impact of art on our community is why I believe I would be a valuable addition to the Public Arts Commission. With a perspective grounded in artistic practice and community engagement, I am committed to advocating for inclusive and meaningful public art initiatives that resonate with diverse audiences and contribute to the cultural vitality of our community.

If not selected for the Public Arts Commission, I believe I could properly contribute to either the Tree Board or the Community Appearance Commission, as well. I work in geoscience/engineering, which could be beneficial to the Tree Board. Additionally, my residency in and appreciation for a Salisbury Historic District and volunteer work for the BlockWork initiative underscore my understanding of the importance of community appearance.

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

Steven

Raffa

Submission Date	Feb 9, 2024 1:57 PM
First Name	Steven
Last Name	Raffa
E-mail	swraffa7@yahoo.com
Home Phone	4014874480
Business Phone	4014874480
Address	903 North Main Street
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Male
Place of Employment	Semi-retired as of 12/2023
Occupation	Lawyer/Educator
Do you reside within the City limits of Salisbury?	Yes
Please indicate your #1 preference:	Historic Preservation Commission
Please indicate your #2 preference:	Planning Board

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?

I have lived in Salisbury since June 2020. Unfortunately, work consumed my life until my recent retirement; I plan to only do some part-time consulting in the future.

Last night, I attended a Historic Preservation Commission (HPC) meeting and was somewhat horrified that at least some HPC board members were considering applications without any apparent regard for the applicable HPC guidelines. Previously as a young lawyer, I worked for two private firms as a trial attorney for seven years, and also had experience in zoning matters; in these capacities, I learned that what is relevant is adherence to applicable law and regulations. Otherwise, for 12 years of my legal career I worked to improve policy and treatment for mentally ill incarcerated individuals, and also served as legal counsel to two Rhode Island state agencies for two years. With two other individuals, and significant business community support, I also started Rhode Island's first charter high school, which served so-called at-risk teenagers. In all of these positions, decision making was based on applicable law, guidelines, rules, and/or regulations. I would use this experience, and my common sense, to follow the established guidelines of the HPC and the Planning Board in rendering decisions. As my house is located in the North Main Street Historic District, I think that it is important that all homes in all of Salisbury's historic districts comply with applicable HPC guidelines.

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 an undergraduate degree in international affairs from Georgetown University and a law degree from the University of Pennsylvania.

I previously served on boards when I lived in Rhode Island, where I resided for 33 years. These boards included the Textron Chamber of Commerce Providence Public Charter School, where I was employed for 15 years, the Mount Hope Day Care Center, and the Providence Haitian Project. As indicated above, my positions as legal counsel for the RI Department of Revenue, where I worked for the RI Department of Motor Vehicles and the Rhode Island Lottery, and as a trial lawyer, as well as 12 years working to implement and evaluate policies for the treatment of the mentally ill who were incarcerated, trained me in the importance of adhering to established policy. Admittedly, these employment and other experiences did not involve historic preservation or planning issues. I nonetheless believe that the skills that I have learned and utilized throughout my career would be transferrable to historic preservation and planning issues.

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

Andrea

McCann Reeder

Submission Date Feb 2, 2024 11:38 AM

First Name Andrea

Last Name McCann Reeder

E-mail mccann611@yahoo.com

Home Phone 2142232459

Address 820 North Main St

City Salisbury

State NC

ZIP Code 28144

Ethnicity Caucasian/Non-Hispanic

Gender Female

Do you reside within the City limits of Salisbury? Yes

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? No

Please indicate your #1 preference: Historic Preservation 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? I have recently moved to the North Main Historic District. I am interested in preservation, my neighborhood and the future of historic Salisbury.

Interest/Skills/Education/Areas of Expertise/Professional Organizations that you feel would be of assistance to you in I have interests in design and beautiful places and things. I have worked in an office setting in administrative, accounting and management roles my entire career. My life experience and interest in historic Salisbury as a home owner in the North Main Historic District make me an asset to the commission.

your duties as a member of the Board or Commission:

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

Robert

Schmidt

Submission Date	Jan 4, 2024 12:13 AM
First Name	Robert
Last Name	Schmidt
E-mail	robert.eleanor@gmail.com
Home Phone	7045501923
Address	514 S Jackson St
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Nonbinary or third gender
Place of Employment	Retired
Do you reside within the City limits of Salisbury?	Yes
Are you within the City's Extraterritorial Jurisdiction (ETJ) area?	Yes
Please indicate your #1 preference:	Historic Preservation Commission
Please indicate your #2 preference:	Planning Board
Please indicate your #3 preference:	Bell Tower Green Committe

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?

Since buy are house here in West Square I always want to be involved with are town. I'm proud of everything that happens around the town.

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:

Retired Army and belonging to the Salisbury Elks, Salisbury DAV, Salisbury VFW, Salisbury American Legion, and Salisbury Masonic Temple

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

Kristin

Stauffer

Submission Date	Dec 7, 2023 4:07 PM
First Name	Kristin
Last Name	Stauffer
E-mail	rascal102774@hotmail.com
Home Phone	(704) 232-5170
Business Phone	(704) 232-5170
Address	324 Knollwood Ave
City	Salisbury
State	NC
ZIP Code	28144
Ethnicity	Caucasian/Non-Hispanic
Gender	Female
Do you reside within the City limits of Salisbury?	Yes
Please indicate your #1 preference:	Other

Please indicate your #2 preference:

Housing Advocacy Commission

Please indicate your #3 preference:

Human Relations Council

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?

I am interested in the police advisory board. I think it would be an opportunity to see how the police and community are able to work together to help our citizens.

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 a degree in criminal justice and psychology and I am finishing up my master's in forensic psychology. I have completed Salisbury Citizens Academy and I am on my home owner Association board.

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

DONNA TILLMAN

Submission Date Mar 21, 2024 11:49 AM

First Name DONNA

Last Name TILLMAN

E-mail tillman1955@yahoo.com

Home Phone 17047629541

Address 430 LASH DR APT 2L

City SALISBURY

State **NC**

ZIP Code 28147

Ethnicity **African American**

Gender **Female**

Do you reside within the City limits of Salisbury? **Yes**

Are you within the City's Extraterritorial Jurisdiction (ETJ) area? **Yes**

Please indicate your #1 preference: **Transportation Advisory Board (No Requirement of Residency)**

Please indicate your #2 preference: **Transportation Advisory Board (No Requirement of Residency)**

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 represent those who ride and use Salisbury public transportation system**

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: **MS degree n Counseling and Development. Many years experience working with various agencies in the under served communities.**

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 **No**

duties as an appointee of the Salisbury City Council?

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: April 2, 2024

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

Name of Presenter(s): Alyssa Nelson, Urban Design Planner

Requested Agenda Item: Paint the Pavement Call for Entries Mayor's Announcement

Description of Requested Agenda Item:

The Salisbury Public Arts Commission invites artists of all ages and skillsets to submit their designs for consideration for the second Salisbury Paint the Pavement Project. There is no cost to enter and all materials will be supplied. A \$200 stipend will be given to artists upon completion. Entries will be accepted through Wednesday, May 1, 2024. For applications and more information please call (704) 638.5235.

Attachments: Yes No

Paint the Pavement social media flyer and call for entries announcement.

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

This project has been budgeted for in FY 2023-2024 budget.

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

Contact Information for Group or Individual: Alyssa Nelson, 704.638.5235, anels@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



Paint THE Pavement

Looking for local artists! www.salisburync.gov/PaintThePavement



THE SALISBURY PUBLIC ARTS COMMISSION

Paint The Pavement Project

Call for Entries - Submission Deadline May 1, 2024

The Salisbury Public Arts Commission (SPAC) invites artists of all ages and skillsets to submit their best designs for consideration for the second Salisbury Paint the Pavement Project. Selected artists + teams will paint their design on one of five crosswalks in the Railwalk Arts District - at the intersection of Kerr Street and Lee Street, as well as on the crosswalk from Lee Street Theatre and the Farmer's Market Pavilion.

There is no cost to enter, and all materials will be supplied by the Salisbury Public Arts Commission. Artists will receive a \$200 stipend upon sidewalk art completion.

Designs will be selected by a local and diverse selection committee. Individual Rowan County artists, groups, neighborhood associations, community organizations, businesses, nonprofits, schools and/or churches are encouraged to apply.

Artists may submit up to five entries (map of crosswalk locations on website and in Guidelines packet). Please submit high resolution designs in the requested template included in the application. Each design will need to fit in a 6' x 25' space.

Selected artists and teams will paint the pavement with City on-site assistance. City of Salisbury Staff will take care of on site preparations. Work will be monitored and on display for a minimum of one year.

General Criteria

The selected designs will:

- Reflect the history, culture, and vibrancy of Salisbury
- Display creativity and diversity
- Be suitable for public display
- Include no words, logos, commercial speech or advertising
- Not mimic traffic control devices
- Use a minimum of three colors

Important Dates & Instructions

Deadline for postmarked submittal May 1, 2024

Announcement of selection May 24, 2024

Waiver Forms Due June 10, 2024

Paint the Pavement Weekend June 22-23, 2024

More information, pavement guidelines, application and template available at: www.salisburync.gov/paintpavement

Applications can be submitted digitally, emailed to public.art@salisburync.gov, or mailed to:

Public Art, 132 N. Main Street, Salisbury, NC 28144

Contact Alyssa Nelson - 704.638.5235 - public.art@salisburync.gov

For more information about SPAC's Paint the Pavement Project please visit: www.salisburync.gov/paintpavement

Artwork Details: 2022 Paint the Pavement event

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: April 2, 2024

Name of Group(s) or Individual(s) Making Request: Community Appearance Commission & Housing Advocacy Commission

Name of Presenter(s): Alyssa Nelson, Urban Design Planner

Requested Agenda Item: Mayor's Announcement: BlockWork 2024 Call for Nominations

Description of Requested Agenda Item: The Community Appearance Commission and Housing Advocacy Commission welcome Salisbury citizens to nominate their block for this year's BlockWork event. The 2024 BlockWork event is scheduled for Saturday, October 26, 2024, on National Make a Difference Day. Applications are now being accepted for neighborhood participation. Deadline for nominations is Wednesday, May 1, 2024. For questions, please call Alyssa Nelson at (704) 638.5235.

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: Alyssa Nelson, 704.638.5235, anelis@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*****



WORK TOGETHER ON YOUR NEIGHBORHOOD

This free program brings residents and volunteers together to improve a one-block area including:

- Landscaping 
- Painting 
- Sidewalk Improvements 
- Carpentry 
- Clean-up 
- Minor Home Repairs 

NOMINATE YOUR NEIGHBORHOOD BY
WEDNESDAY, MAY 1

www.salisburync.gov/BlockWork  blockwork@salisburync.gov  (704) 638-5235

BlockWork day will be Saturday, **October 26, 2024.**

