



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

May 3, 2022
6:00 p.m.

The meeting will be held in a hybrid format and the public may register to attend the meeting virtually using this link: <https://bit.ly/3xVzgbq>. The webinar login information will be emailed after registering. The meeting will also 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 May 3, 2022 by contacting Kelly Baker at kbake@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. Mayor to proclaim the following observances:

DRINKING WATER WEEK	May 1-7, 2022
NATIONAL DAY OF PRAYER	May 5, 2022
NATIONAL SKILLED NURSING CARE WEEK	May 8-14, 2022
NATIONAL PREVENTION WEEK	May 8-14, 2022
NATIONAL POLICE WEEK	May 15-21, 2022
PEACE OFFICERS' MEMORIAL DAY	May 15, 2022
BETTER HEARING AND SPEECH MONTH	May 2022
MENTAL HEALTH AWARENESS MONTH	May 2022

6. Council to consider the CONSENT AGENDA:

- (a) Adopt Minutes of the regular meeting of April 19, 2022.
- (b) Adopt a budget **ORDINANCE** amendment to the FY2021-2022 budget in the amount of \$10,000 to appropriate a grant from the Blanche and Julian Robertson Foundation for special events at Bell Tower Green Park.
- (c) Adopt a budget **ORDINANCE** amendment to the FY2021-2022 budget in the amount of \$229,117 to appropriate additional Powell Bill funding for repairs and maintenance of City streets and sidewalks.
- (d) Adopt a budget **ORDINANCE** amendment to the FY2021-2022 budget in the amount of \$12,866 to appropriate public art revenue.

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- (e) Authorize the City Manager to execute an amendment to the existing agreement with CDM Smith for an amount not to exceed \$162,000 for engineering services associated with the construction phase of the Grant Creek Waste Water Treatment Facility Improvements project. Funds from the 2020 Revenue Bonds are available in the Capital Project Fund to cover the expense.
 - (f) Award a contract to Triad Land Concepts, LLC. in the amount of \$146,643 for construction related to the Kincaid Road Water and Sewer Work project. This project is funded through water and sewer tap fees paid by the developer.
 - (g) Receive a Certificate of Sufficiency and adopt a **RESOLUTION** setting the date of the public hearing for May 17, 2022 for the voluntary annexation of Tax Map 408 Parcel 030, and Tax Map 410 Parcels 001, 019, 029, 112, and 124, located on Peeler Road.
7. Council to receive public comment. *Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Kelly Baker at kbake@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.
 8. Council to consider authorizing a sole source purchase from Huber Technology, Inc. in the amount of \$252,810 for a multi-rake bar screen for the Crane Creek lift station. (*Presenter – Assistant Utilities Director Jason Wilson*)
 9. Council to consider adopting a Capital Project **ORDINANCE** in the amount of \$550,000 for the purchase and installation of stand-by generators for Salisbury- Rowan Utilities. (*Presenter – Assistant Utilities Director Jason Wilson*)
 10. Council to consider appointments to various boards and commissions.
 11. City Attorney’s Report.
 12. City Manager’s Report.
 13. Council’s Comments.
 14. Mayor Pro Tem’s Comments.
 15. Mayor’s Announcements and Comments.
 16. Adjourn.



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves as a vital role in daily life serving an essential purpose to the health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our City is called upon to help protect our source waters from pollution, get involved in learning about the local water issues and becoming familiar and practicing water conservation.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the week of May 1-7, 2022, as

DRINKING WATER WEEK

in Salisbury, and encourage all citizens to celebrate water professionals and the communities in which they serve.

This the 3rd day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, the history of our Nation is indelibly marked with the role that prayer has played in the lives of individual Americans and indeed the United States as a whole; and

WHEREAS, our greatest leaders have always turned to prayer in times of crisis; and

WHEREAS, we acknowledge that prayer is a deeply personal experience and the way on which it finds expression depends on our individual dispositions as well as on our religious convictions; and

WHEREAS, the virtues of prayer have a common bond with our hope and aspirations; our sorrows and fears; and deepest remorse and renewed resolve; our thanks and joyful praise; and most importantly our love all turned toward God; and

WHEREAS, we join with our President, the Governors and the Mayors of our United States and invite all Salisburians to join us in earnest prayer for our Nation, our State, and our City.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM Thursday, May 5, 2022 as

NATIONAL DAY OF PRAYER

in Salisbury, and encourage our fellow citizens of Salisbury to join in prayer, asking that God's light may illuminate the minds and hearts of our people and our leaders, so that we may meet the challenges that lie before us with courage, wisdom and justice.

This the 3rd day May 2022.

Karen K. Alexander, Mayor



City of Salisbury
North Carolina

PROCLAMATION

WHEREAS, we honor and respect our elders and citizens of any age with physical or intellectual disabilities who reside in skilled nursing care centers nationwide; and

WHEREAS, skilled nursing care centers throughout our community will observe National Skilled Nursing Care Week between May 8th through May 14th; and

WHEREAS, the City of Salisbury is committed to the quality of health, and take this moment to embrace the nationwide theme, “Creating and Nurturing Connections”; and

WHEREAS, National Skilled Nursing Care Week is a week to honor and recognize the role of skilled nursing care centers in caring for America’s seniors and those with disabilities.

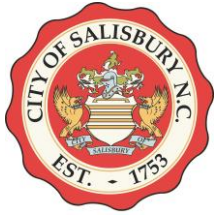
NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the week of May 8-14, 2022, as

NATIONAL SKILLED NURSING CARE WEEK

in Salisbury, and urge all citizens to help celebrate residents, patients, caregivers, nurses, and health care staff during this very special week.

This the 3rd day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, National Prevention Week is an annual health observance that takes place each May dedicated to increasing public awareness and action around mental health and substance use disorders; and

WHEREAS, the purpose of National Prevention Week includes community involvement, partner engagement, and resource sharing; and

WHEREAS, National Prevention Week is a way for communities to raise awareness and implement prevention strategies and programs; and

WHEREAS, partnerships and collaborations with federal agencies and national organizations are dedicated to improving public health; and

WHEREAS, National Prevention Week is observed each May as a timely opportunity for schools and organizations to host prevention-themed activities before the school year ends and to create an opportunity to develop and strengthen the community, schools, and family bonds.

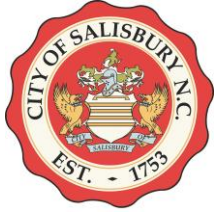
NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM May 8-14, 2022 as

NATIONAL PREVENTION WEEK

in Salisbury, and encourage citizens to seek and support prevention, education, and advocacy efforts to improve public health.

This the 3rd day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

WHEREAS, the members of the law enforcement agency of Salisbury play an essential role in safeguarding the rights and freedoms of Salisbury; and

WHEREAS, it is important that all residents know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Salisbury Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the week of May 15-21, 2022 as

NATIONAL POLICE WEEK

in Salisbury, and call upon our residents and our patriotic, civic and educational organizations to observe the week with appropriate ceremonies and observances in which all people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all residents of Salisbury to observe May 15, 2022 as **Peace Officers' Memorial Day** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 3rd day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury
North Carolina

PROCLAMATION

WHEREAS, hearing loss is one of the nation's leading handicapping disabilities, affecting an estimated 48.9 million Americans; and

WHEREAS, hearing impairments can adversely affect an individual's ability to function effectively on the job, in school, and in social situations; and

WHEREAS, hearing impairments strike persons of all ages and all economic situations; and

WHEREAS, many hearing impairments could be avoided by following simple hearing conservation measures; and

WHEREAS, following such hearing conservation measures is in the best interest of the health, safety, and welfare of the general public; and

WHEREAS, speech impairments affect more than four million Americans.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of May 2022 as

BETTER HEARING AND SPEECH MONTH

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

This the 3rd day of May 2022.

Karen K. Alexander, Mayor



Office of the
Mayor

City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, mental health is an essential factor to the overall health and well-being of our bodies; and

WHEREAS, a majority of Americans have been touched by a mental health illness at some point in their lives, and approximately one in five Americans will experience mental illness either directly or through someone they care about; and

WHEREAS, 1 in 17 adults live with a mental illness, and it is estimated that one-half of chronic mental illness transpires by the age of 14 and three-quarters by age 24 regardless of geography, politics, or economics; and

WHEREAS, it is important to maintain our mental wellness and identify key symptoms in order to successfully manage and treat mental illness; and

WHEREAS, investments made in the prevention, early identification, and recovery can provide substantial positive social outcomes that affect every aspect of our communities; and

WHEREAS, public education and civic activities can encourage mental well-being and help improve the lives of individuals and families affected by mental illness.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM May 2022 as

MENTAL HEALTH AWARENESS MONTH

in Salisbury, and to increase public understanding of the importance of mental health and fight stigma, provide support and be advocates for equal care and opportunities.

This the 3rd day of May 2022.

Karen K. Alexander, Mayor

Salisbury, North Carolina
April 19, 2022

REGULAR MEETING

PRESENT: Mayor Karen K. Alexander, Presiding; Mayor Pro Tem Tamara Sheffield, Council Members Harry McLaughlin, David Post, and Anthony Smith; Interim City Manager Brian Hiatt, City Clerk Kelly Baker; and City Attorney J. Graham Corriher.

ABSENT: None.

Salisbury City Council met in Council Chambers in City Hall located at 217 South Main Street. The meeting was called to order by Mayor Alexander at 6:00 p.m. A moment of silence was taken.

PLEDGE OF ALLEGIANCE

Mayor Alexander led participants in the Pledge of Allegiance to the United States flag.

CHANGES TO THE AGENDA

Mayor Alexander noted the following change to the Agenda:

Add – Proclamation for Earth Day.

ADOPTION OF THE AGENDA

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

NEW CITY MANAGER

Mayor Alexander announced through the help of recruiting firm Baker Tilley the search for the new City Manager netted 62 applications that were then narrowed to the top 11 candidates based on resumes, education, values, experience and written assessments. She noted the 11 candidates were then narrowed to a diverse group of five. She stated after an extensive interview process and careful deliberation Council has unanimously selected James “Jim” S, Greene Jr. as the new City Manager.

Thereupon Mayor Alexander made a **motion** to authorize the execution of an employment agreement to appoint James “Jim” S. Greene, Jr as Salisbury City Manager, and authorize the Mayor to execute an employment agreement effective May 23, 2022. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

Mayor Alexander stated that Mr. Greene was the standout candidate who met all of the qualifications based on his education, experience, references, and values which were set out by Council. She added she is excited for Mr. Greene to work with Council and staff to implement a robust strategic plan and vision for Salisbury’s future while also addressing the challenges of growth, public safety issues, and working to establish an environment that creates opportunity for all.

Mr. Greene thanked Council for inviting him to serve as City Manager of Salisbury. He commented how excited and grateful he is to work with Council to implement their vision of a city that provides opportunities for everyone. He added that with the help of Council, staff, and the community he is confident that the challenges will be met. Mr. Greene stated he looks forward to becoming a part of a progressive city that provides high-quality services.

Councilmember Smith added that when talking with Mr. Greene about equity and inclusion he was impressed with Mr. Greene’s desire to address the institutions and cultures of organizations to ensure equitable outcomes across the City.

Councilmember McLaughlin expressed his appreciation of Mr. Greene’s desire to be involved in the community.

Mayor Pro Tem Sheffield welcomed Mr. Greene and his family and stated she is looking forward to working and collaborating with him.

PROCLAMATIONS

Mayor to proclaim the following observances:

EARTH DAY	April 22, 2022
NATIONAL CRIME VICTIMS’ RIGHTS WEEK	April 24-30, 2022
FINANCIAL LITERACY MONTH	April 2022
SAFE DIGGING MONTH	April 2022

CONSENT AGENDA

(a) Minutes

Adopt Minutes of the special meetings of January 18, 2022 and February 15, 2022, the regular meeting of April 5, 2022, and the recessed meeting of April 6, 2022.

(b) Voluntary Annexation – Harrison Road

Receive a Certificate of Sufficiency and adopt a Resolution setting the dates of the public hearing for April 19, 2022 for the voluntary annexation of Tax Map 450 Parcel 001, consisting of 134.3 acres, located on Harrison Road.

RESOLUTION SETTING THE DATE OF THE PUBLIC HEARING ON QUESTION OF THE ANNEXATION OF TAX MAP 450 PARCEL 001, LOCATED ON HARRISON ROAD, PURSUANT TO GENERAL STATUTE 160A-31.

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 19-20, and is known as Resolution 2022-14.)

(c) Voluntary Annexation – Cross Drive

Receive a Certificate of Sufficiency and adopt a Resolution setting the dates of the public hearing for April 19, 2022 for the voluntary annexation of Tax Map 064 Parcel 212 located at 275 Cross Drive.

RESOLUTION SETTING THE DATE OF THE PUBLIC HEARING ON QUESTION OF THE ANNEXATION OF 275 CROSS DIVE, PURSUANT TO GENERAL STATUTE 160A-31.

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 21, and is known as Resolution 2022-15.)

(d) Voluntary Annexation – Innovations Logistics Center

Receive a request for voluntary annexation of Innovations Logistics Center, Tax Map 408 Parcel 030 and Tax Map 410 Parcels 001, 019, 029, 112, and 124, located off of Peeler Road and adopt a Resolution instructing the City Clerk to investigate the sufficiency of the request.

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1, FOR VOLUNTARY ANNEXATION OF 64.316 ACRES, LOCATED OFF PEELER ROAD AND IDENTIFIED ON TAX MAP 408 AS PARCELS 030 AND ON TAX MAP 410 AS PARCELS 001, 019, 029, 112 AND 124.

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 22, and is known as Resolution 2022-16.)

(e) Contract Extension – Interim City Manager

Approve a contract extension for Brian Hiatt to serve as Interim City Manager and advisor to the new City Manager through June 30, 2022.

City Clerk Kelly Baker corrected public hearing dates under items (b) and (c) to May 3, 2022.

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

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments

Mr. Jonathan Barbee addressed Council regarding the adoption of the Land Development Ordinance amendment allowing for a new Dollar General store to be constructed on Old Mocksville Road. He stated he is concerned about stormwater runoff if a large parking lot is constructed on the site.

Mr. Alfred Wilson asked Council to consider granting a right-of-way use permit for intermit parking in front of the Bell Block Building due to interior construction.

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

VOLUNTARY ANNEXATION – OXFORD STATION

City Engineer Wendy Brindle addressed Council regarding the voluntary annexation of Oxford Station consisting of 79.521 acres on Tax Map 321 Parcel 079 located on Old Mocksville Road. She commented, if approved, the annexation would have an effective date of April 19, 2022. She pointed out the proposal is for a contiguous annexation for a 246 single-family subdivision.

Ms. Brindle stated the proposal was approved by the Technical Review Committee (TRC) and during the meeting the developers addressed comments regarding North Carolina Department of Transportation (NCDOT) requirements for Old Mocksville Road. She stated a left turn lane will be required to access the subdivision, and Old Mocksville Road will be widened at the intersection. She pointed out there will be a right turn taper into the subdivision.

Mayor Alexander convened a public hearing after due notice regarding the voluntary annexation of Oxford Station.

Mr. Andrew Grant, Civil Engineer with BGE, noted he is available to answer any questions Council may have regarding the proposal.

Councilmember McLaughlin asked about the price range of the homes. Mr. Grant stated market research will dictate the home prices. He noted the development will provide one and two story homes in the \$300,000 price range.

Councilmember Post asked about the lot sizes. Mr. Grant noted the lots will be a minimum of 55 feet wide with a minimum lot area of 5,500 square feet in accordance with the existing General Residential (GR-6) zoning. He pointed out the average lot is 55 square feet by 120 square feet. Mr. Post asked about the square footage of the homes. Mr. Tim Sheehy with Meredith Homes stated the square footage of the homes ranges from 2,100 to 3,000 square feet.

Councilmember McLaughlin asked if the proposal will include sidewalks. Mr. Sheehy noted the project will include sidewalks along the frontage of Old Mocksville Road.

Councilmember Post asked how many access points the development will have onto Old Mocksville Road. Mr. Sheehy explained the development will have an entrance on Old Mocksville Road and a connection to Rugby Road. Mr. Post asked if conversations have taken place with NCDOT regarding widening the road beyond the subdivision. Ms. Brindle noted staff reached out to NCDOT Division Engineer Pat Ivey who explained NCDOT is able to maintain the road, but the property lines go to the center of the roadway. She explained widening the road with a resurfacing project could be done, but NCDOT would have to purchase right-of-ways.

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

Thereupon, Councilmember Post made a **motion** to adopt an Ordinance to extend the corporate limits of the City of Salisbury, North Carolina, to include 79.521 acres, Tax Map 321 Parcel 079, Oxford Station, located on Old Mocksville Road.

Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)
ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 79.521 ACRES, TAX MAP 321 PARCEL 079, OXFORD STATION, LOCATED ON OLD MOCKSVILLE ROAD.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 87-89 and is known as Ordinance 2022-27.)

RIGHT-OF- WAY USE PERMIT – 133 SOUTH MAIN STREET

City Engineer Wendy Brindle addressed Council regarding a request for a Right-of-Way Use Permit for the intermittent use of two parking spaces adjacent to 133 South Main Street for interior renovations. She stated Mr. Alfred Wilson is currently using the private lot behind the building for the dumpster and construction vehicles, and he will need the use of two parking spaces on Main Street.

Ms. Brindle explained Mr. Wilson is proposing to use two parking spaces in front of 133 South Main Street as necessary on Wednesdays and Thursdays. She stated Mr. Wilson received permission from the neighboring business at 127 South Main Street to use two parking spaces on Mondays and Tuesdays. She noted the parking spaces will not be used on Fridays or weekends. She added Mr. Wilson is requesting the permit through July 19, 2022. She commented the applicant anticipates needing the parking spaces past July 19, 2022, but he wanted to give Council an opportunity to review the progress. She added staff will come back before Council if an additional request is needed. She stated no work will be completed during the Cheerwine Festival.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to approve a Right-of-Way Use Permit for the intermittent use of two parking spaces on Main Street adjacent to 133 South Main Street for interior renovations. Mayor Alexander, Mayor Pro Tem Sheffield, Councilmembers McLaughlin, Post, and Smith voted AYE. (5-0)

UPDATE – FISHER STREET BRIDGE

Assistant Public Works Director Chris Tester provided an update on the status of the Fisher Street Bridge. He displayed photographs from the 2020 inspection report, and he pointed out the required repairs.

Mr. Tester stated Fisher Street Bridge is one of five bridges maintained by the City. He explained the bridge is constructed of timber with steel I-beams over the railroad tracks, and it is one of three bridges located in a historic district. He added the North Carolina Department of Transportation (NCDOT) contracts bridge inspections, and the City has a municipal agreement to use this contract. He noted the inspection report provides direction for repairs and staff to acquire the permits and right-of-entry agreements that are needed.

Mr. Tester explained significant deterioration of the steel I-beams became visible after the bridge decking was removed. He stated to ensure public safety it was decided the bridge would remain closed until it could be inspected by a consulting engineer. He noted the analysis indicated the deterioration to the I-beams had reduced the bridge load rating to four tons which is unsafe for vehicular traffic. He indicated the estimated cost to return the bridge to a safe vehicular rating is approximately \$900,000, which has been requested in the FY2022-2023 budget.

Mr. Tester displayed photographs of the deteriorating I-beams, and he pointed out Public Works, Engineering, Planning, Downtown Development, and Communications staff have formed a task force to expedite a plan of action. He stated Communications and Public Works staff have

met with owners of properties adjacent to the bridge to ease concerns related to the project. He indicated Engineering staff is working on a traffic study to determine the vehicular impact, and Planning staff is working to establish alternative plans to a vehicular bridge. He pointed out Downtown Development, Planning, and Communications staff are working on public engagement to share plans and a vision for the future of the bridge.

Mr. Tester noted staff met with Noble and Kelsey Funeral Home to address their concerns regarding the bridge closure. He explained when their limousine enters their driveway from Lee it drags on the pavement. He stated the driveway was reconfigured to meet the needs of the funeral home.

Mr. Tester reviewed future visions and options:

- Replacement with a bridge that meets current design standards
 - This option would raise the height and extend the bridge to meet railroad standards taking up the usage of certain properties
 - Very expensive option
- Replace the steel I-beams and perform necessary repairs to return the bridge to a safe vehicular rating
 - Funds will be included in the FY2022-2023 budget
 - Process can take up to two years
- Determine an alternative plan that maintains historic integrity while implementing creative solutions such as a pedestrian-only bridge
- Solicit ideas from the community
- Staff will continue its collaborative planning effort to encourage community involvement and report the findings back to Council

Mr. Tester displayed an artist rendering of a pedestrian-only bridge.

Councilmember Smith asked if there is a timeline for the community outreach. Planning Director Hannah Jacobson stated staff will reach out in the coming weeks, and she pointed out the bridge spans multiple neighborhoods and it is important to reach the community at large.

Interim City Manager Brian Hiatt stated staff wanted to make sure Council was aware of the results of the study and the condition of the bridge before the process begins.

Councilmember Post asked staff for its recommendation. Mr. Tester recommended seeking public input. He pointed out the bridge is unsafe for vehicular traffic and was never rated for fire or trash trucks. He noted a single vehicle could cross the bridge, but if it passed another vehicle it would be overweight. He added modernizing the bridge is probably not the best option due to the effect it would have on the neighboring properties. Mayor Alexander noted it would make some of the properties inaccessible. Mr. Tester agreed, and he added the properties would have to be purchased by the City.

Mr. Tester noted staff to make the public aware of why the repair was taking longer than anticipated and to discuss with Council the possibility of converting it to a different type of community asset.

Mayor Pro Tem Sheffield stated it will be a long time before the bridge is reopened. Mr. Tester agreed, and he noted it will take time to work through the process once a decision is made.

Mayor Alexander thanked Mr. Tester and Ms. Jacobson for their presentation.

UPDATE – POLICE DEPARTMENT

Police Chief Jerry Stokes reviewed the Police Department staffing, crime statistics and provided an update of the planning phase of the Byrne Criminal Justice Innovation Grant.

Chief Stokes reviewed the historic perspective of staffing and turnover rates since 2016, and he pointed out the current sworn demographics.

Chief Stokes provided information regarding homicide, rape, robbery, aggravated assault, total violent crimes and shots fired calls for 2022. He reviewed property crimes including burglary, motor vehicle theft, larceny, larceny from motor vehicle, arson, and total property and part 1 crimes totals. He indicated the department is seeing crime totals decrease from 2021.

Chief Stokes compared robbery, shooting, and assault gun crimes since 2018, and he noted a decrease in gun crimes for 2022.

Chief Stokes stated the opioid epidemic is escalating, and he noted the number of overdoses are increasing each month. He added through a search warrant, the Police Department seized 76 grams of fentanyl which equates to 38,000 potentially lethal doses. He noted heroin is not causing the opioid epidemic, it is fentanyl and methamphetamine.

Chief Stokes reviewed information regarding the Byrne Criminal Justice Innovation (BCJI) Grant. He noted the grant is for the WEST END (West End Salisbury Transformed Empowered Neighborhood Development) from the Department of Justice Assistance Grant (JAG). He indicated the \$800,000 grant is a three-year award with no requirement of local matching funds, but it requires significant commitment to the program from staff. He added staff is in the BCJI Grant planning phase which takes up to six months and planning for a meeting of initially identified stakeholders for the Community Violence Intervention (CVI) Committee.

Councilmember McLaughlin asked about community partnerships with the Police Department. Chief Stokes stated the Police Department has partnerships with the Bureau of Alcohol, Tobacco, and Firearms and Explosives (ATF), Homeland Security, the Department of Justice (DOJ), the Sheriff's Department, School Resource Officers, Post Overdose Response Team at the Health Department, the Health Department, the NAACP with Cease Fire, Shop with A Cop, the Police Department Advisory Board, other municipalities and others.

Councilmember Smith asked if there has been a reduction in crime in the surrounding municipalities. Chief Stokes noted he has not met with the police chiefs in surrounding municipalities or heard their statistics.

Councilmember Smith asked what factors are driving the reduction of crime in the community. Chief Stokes noted he does not know the factors, however it is a socio-economic issue. He added he has seen shifts in crimes taking place, but is too soon to tell what the factors may be.

Councilmember McLaughlin asked how the Cheerwine Festival will affect the Police Department's staffing. Chief Stokes noted there will be collaboration with Rowan County Sheriff's Department and other surrounding Police Departments. He noted the challenge of special events with short staffing also creates more overtime available than employees want to work.

Interim City Manager Brian Hiatt noted the Police Department's staffing issue is not necessarily monetary, but quality of life for employees if they are required to work more overtime than they want to work. He added this is an issue to consider in order to develop ideas on how to address them.

BOARDS AND COMMISSIONS

No appointments were made to Boards and Commissions.

CITY ATTORNEY'S REPORT

City Attorney Graham Corriher had nothing to report to Council.

CITY MANAGER'S REPORT

Interim City Manager Brian Hiatt had nothing to report to Council.

Mayor Alexander thanked Mr. Hiatt for the great work he has done for the City.

COUNCIL COMMENTS

Councilmember McLaughlin noted he would like to see the City move forward in residential and commercial growth to bring residential inclusiveness to everyone in the community. He added he would like to see alternatives to the pay-in-lieu sidewalk program, and would like to see more sidewalks and bike lanes in the community.

Mayor Alexander suggested the Planning Department address Council regarding the pay-in-lieu sidewalk program.

Councilmember Post thanked Interim City Manager Brian Hiatt for the work he does for the City, and he also thanked him for being willing to extend his contract to help incoming City Manager Jim Greene as he transitions to the City.

Councilmember Post stated he resented a public comment regarding Mayor Alexander's son being a part of the Dollar General project. He stated Mayor Alexander recused herself from that item and had no communication with other Councilmembers regarding the proposal.

MAYOR PRO TEM'S COMMENTS

Mayor Pro Tem Sheffield pointed out Interim City Manager Brian Hiatt has been invaluable to the City especially with his willingness to continue his work to see the City through the budget process.

Mayor Pro Tem Sheffield commented a sunrise service took place at the Bell Tower Green Park provided by the downtown church community, and she noted the park brings great things and people to the community.

Mayor Pro Tem Sheffield welcomed Mr. Jim Greene as the new City Manager.

MAYOR'S ANNOUNCEMENTS AND COMMENTS

Mayor Alexander thanked Council for its hard work during the hiring process for the City Manager and reaching a unanimous decision hiring the new City Manager Jim Greene, Jr. She welcomed Mr. Greene and his wife Laura to the City.

CLOSED SESSION

Thereupon, Mayor Pro Tem Sheffield made a **motion** to Council to go into closed session concerning 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, and Mayor Alexander indicated no action was taken during 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 8:50 p.m.

Karen Alexander, Mayor

Kelly Baker, City Clerk

DRAFT

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3rd, 2022

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

Name of Presenter(s): Nick Aceves

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment to the FY2021-2022 budget in the amount of \$10,000 to appropriate grant funding for Special Events at Bell Tower Green.

Description of Requested Agenda Item: The City of Salisbury has received a grant from the Blanche and Julian Robertson Family Foundation for special events programs at Bell Tower Green.

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: Nick Aceves 704-638-5299

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:

AN ORDINANCE AMENDING THE 2021-22 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE BELL TOWER GREEN DONATION

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

Section 1. The City has received a donation to appropriate grant funding for Special Events at the Bell Tower Green. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2021-22 Budget Ordinance of the City of Salisbury, adopted on June 15, 2021 is hereby amended as follows:

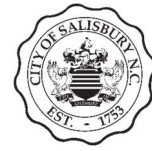
(a) That the following General Fund line items be amended as follows:

- | | | |
|-----|---|------------------|
| (1) | Increase line item 010-611-000-5131.05
Recreation Programs | <u>\$ 10,000</u> |
| (2) | Increase line item 010-000-000-4515.04
Recreation grants and donations | <u>\$ 10,000</u> |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

Name of Group(s) or Individual(s) Making Request: Public Works Department – Street Division

Name of Presenter(s): Chris Tester, Assistant Director of Public Works

Requested Agenda Item: Ordinance amending the FY 2021-22 budget to appropriate additional Powell Bill funding received in excess of approved budget.

Description of Requested Agenda Item:

The City Of Salisbury received Powell Bill funding in excess of the amount approved in the City of Salisbury 2021-22 operating budget. This funding is essential for repair and maintenance of City streets and sidewalks.

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 amount of funding received in excess of approved FY 2021-22 Budget totals \$229,117.

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

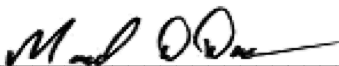
Council to consider approval of ordinance amending the FY 2021-22 Budget to appropriate additional Powell Bill funding received for use by Public Works to allow for additional needed repairs to City streets.


Contact Information for Group or Individual: Chris Tester, Assistant Public Works Director 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:

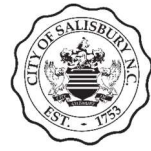

Finance Manager Signature


Department Head Signature


Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

AN ORDINANCE AMENDING THE 2021-22 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE ADDITIONAL POWELL BILL FUNDS

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

Section 1. The City has received Powell Bill funding for use related to streets and sidewalks in excess of the amount originally budgeted. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2021-22 Budget Ordinance of the City of Salisbury, adopted on June 15, 2021 is hereby amended as follows:

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

(1)	Increase line item 010-561-426-5254.01 Street Maintenance	\$ 134,117
	Increase line item 010-561-426-5450.00 Special Projects	<u>95,000</u>
		<u>\$ 229,117</u>
(2)	Increase line item 010-000-000-4421.00 State Aid – Powell Bill	<u>\$ 229,117</u>

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

Name of Group(s) or Individual(s) Making Request: Salisbury Public Art Committee

Name of Presenter(s): Alyssa Nelson

Requested Agenda Item:

Council to consider adopting a Budget Ordinance Amendment to the FY 2021-2022 budget in the amount of \$ 12,866 to appropriate revenue for the Public Arts Commission.

Description of Requested Agenda Item:

The Salisbury Public Arts Commission has received a total of \$ 12,866 from the grants, fees and private donations including \$5,000.00 from the Rowan Arts Council and \$7,866.00 from local colleges, businesses and sponsors.

Attachments: Yes No

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

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

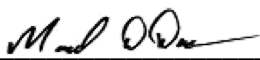
Adopt budget ordinance amendment to FY 2021-2022 budget to appropriate \$ 12,866 to Public Art.

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

Salisbury City Council Agenda Item Request Form



For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

AN ORDINANCE AMENDING THE 2021-22 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE PUBLIC ARE REVENUES

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

Section 1. The City has received revenues related to the annual Sculpture Show. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2021-22 Budget Ordinance of the City of Salisbury, adopted on June 15, 2021 is hereby amended as follows:

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

(1)	Increase line item 010-491-000-5450.40 Public Art/Sculpture Show	<u>\$ 12,866</u>
-----	---	------------------

(2)	Increase line item 010-000-000-4821.20 Public Art Donations and Fees	<u>\$ 12,866</u>
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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



Salisbury City Council Agenda Item Request Form

Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Grant Creek Wastewater Treatment Facility Improvements Project

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) received ten responses on October 19, 2016 to a Request for Qualifications (RFQ) for engineering services for the Grant Creek WWTF Improvements project. SRU selected CDM Smith to perform engineering design services for this project. Additionally, CDM Smith has been providing professional services during the construction phase, including construction administration (CA) and construction observation (CO), as well as testing and inspections. The contractor requested and was granted an extension to the construction contract due to unexpected delays in receiving some of the new equipment for the project. As such, CDM Smith's CA/CO services need to be extended, as well. The attached amendment to the existing agreement with CDM Smith is recommended for approval for an amount not to exceed \$162,000. This project is included in the City Council adopted Capital Improvement Plan (CIP).

Attachments: Yes No

Fiscal Note: Funds from the 2020 Revenue Bonds are available in the Capital Project Fund to cover this expense.

Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to execute an amendment to the existing agreement with CDM Smith for an amount not to exceed \$162,000 for engineering services associated with the construction phase of the Grant Creek WWTF 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


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:

**AMENDMENT NO: 4
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 4 is made and entered into this _____ day of _____, 2022 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and Salisbury-Rowan Utilities ("OWNER") dated 6/12/18, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Grant Creek Wastewater Treatment Train Improvements Final Design, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:
 1. In Part 2.0 of Amendment No. 2 Attachment A, under Task 700 (Construction Contract Administration, Startup, Record Drawings, and Closeout), delete the first paragraph and replace with the following:

“The ENGINEER will provide Contract Construction Administration services for the construction PROJECT over a 28-month construction period (i.e., from notice to proceed to final completion). This Agreement would need to be amended to provide additional compensation if the construction period exceeds 28 months.”
 2. In Part 2.0 of Amendment No. 2 Attachment A, under Task 701 (General Administration of Construction Contract), in the last bullet of this section, delete “24” and replace with “28”.
 3. In Part 2.0 of Amendment No. 2 Attachment A, under Task 702.3 (Visits to Site and Observation of Construction), at the last paragraph of this section, delete “24” and replace with “28”.
 4. In Part 2.0 of Amendment No. 2 Attachment A, under Task 900 (Resident Project Representative Services), in the first paragraph of this section, delete the second and third sentences and replace with the following:

“This Agreement includes one full-time RPR budgeted at 40 hours/week over a 27-month period (4,680 hours) commencing approximately 2 months after Notice to Proceed (total assumed construction duration (i.e., NTP to final completion) is 28 months). This Agreement would require an amendment to provide additional compensation for RPR services should the 28-month construction duration be exceeded.”
2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A
3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Delete the first bullet under Amendment No. 2 and replace with the following:

"Construction Administration and RPR services will be completed within 28 months from the Contractor's Notice to Proceed Date to Final Completion."

4. The payment for services rendered by ENGINEER shall be as set forth below:

As compensation for the engineering services described in this Amendment (Tasks 700 and 900), the ENGINEER will be paid a lump sum fee of \$162,000. The Total Lump Sum Value will be increased to \$2,504,570 (\$1,133,000 original agreement amount plus \$42,700 from Amendment No. 1, \$1,128,700 from Amendment No. 2, \$38,170 from Amendment No. 3 and \$162,000 from Amendment No. 4). For invoicing purposes only, the additional value of each task is presented below.

	Amendment No. 4 Fee
700 – Construction Contract Administration	\$58,000
900 – Resident Project Representative Services	\$104,000
Total Amount	\$162,000

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


ENGINEER

DATE: 4/19/2022

OWNER

DATE:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Kincaid Road Water and Sewer Work Project

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) opened three (3) sealed bids on April 14, 2022 from qualified vendors for the Kincaid Road Water and Sewer Work project. This project is the result of the development of 40 townhomes on Kincaid Road and consists primarily of water and sewer taps. Triad Land Concepts, LLC submitted the lowest bid in the amount of \$146,643.00. As such, SRU recommends awarding a contract to Triad Land Concepts, LLC in the amount of \$146,643.00 for construction related to the Kincaid Road Water and Sewer Work project. Attached is the bid tabulation.

Attachments: Yes No

Fiscal Note: This project is funded through water and sewer tap fees paid by the developer.

Action Requested of Council for Agenda Item: Council to consider awarding a contract to Triad Land Concepts, LLC in the amount of \$146,643.00 for construction related to the Kincaid Road Water and Sewer Work 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


Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

CITY OF SALISBURY
SALISBURY-ROWAN UTILITIES

Kincaid Road Water and Sewer Work
FORMAL BID # 010-2022

Bid Date: April 14, 2022 at 2:00pm

No	Item Description	QTY	Unit	Triad Land Concepts		Carolina Siteworks		Gilbert Engineering		Bid Average	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Connect 2" PEX "A" Water Line	1	LS	16,000.00	16,000.00	24,229.00	24,229.00	18,411.00	18,411.00	19,546.67	19,546.67
¾" Water Services											
2	a: Services on 2" PEX main	20	EA	1,000.00	20,000.00	549.00	10,980.00	1,200.00	24,000.00	916.33	18,326.67
	b: Services on 6" AC main	20	EA	1,000.00	20,000.00	549.00	10,980.00	1,250.00	25,000.00	933.00	18,660.00
3	Relocate Fire Hydrant	1	EA	4,000.00	4,000.00	2,677.00	2,677.00	1,575.00	1,575.00	2,750.67	2,750.67
4	Abandon Water Services	13	EA	400.00	5,200.00	899.00	11,687.00	615.00	7,995.00	638.00	8,294.00
8" Gravity Sewer Extension											
5	a: 8" PC350 DIP Sewer Pipe	62	LF	80.00	4,960.00	203.00	12,586.00	378.00	23,436.00	220.33	13,660.67
	b: 4' Diameter Precast Manhole	1	EA	1,500.00	1,500.00	15,017.00	15,017.00	1,425.00	1,425.00	5,980.67	5,980.67
4" Sewer Services											
6	a: Short-side PVC sewer services	18	EA	1,400.00	25,200.00	619.00	11,142.00	4,460.00	80,280.00	2,159.67	38,874.00
	b: Short-side DIP sewer services	2	EA	1,400.00	2,800.00	619.00	1,238.00	4,520.00	9,040.00	2,179.67	4,359.33
	c: Long-side PVC sewer services	17	EA	1,800.00	30,600.00	2,526.00	42,942.00	6,000.00	102,000.00	3,442.00	58,514.00
	d: Long-side DIP sewer services	3	EA	1,800.00	5,400.00	2,526.00	7,578.00	6,200.00	18,600.00	3,508.67	10,526.00
7	Abandon Sewer Connections	4	EA	1,000.00	4,000.00	1,538.00	6,152.00	2,950.00	11,800.00	1,829.33	7,317.33
8	Contingency Allowance, 5% of Bid Price	1	LS	6,983.00	6,983.00	7,860.40	7,860.40	16,178.10	16,178.10	10,340.50	10,340.50
Total Bid Price:				\$ 146,643.00		\$ 165,068.40		\$ 339,740.10		\$ 217,150.50	

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): N/A

Requested Agenda Item: Certificate of Sufficiency and Resolution – Crow Holdings Industrial

Description of Requested Agenda Item:

The Engineering Department, on behalf of the City Clerk, has investigated the sufficiency of the petition received for the voluntary annexation of parcels 408 030, 410 001, 410 019, 410 029, 410 112, and 410 124 in Rowan County. The petition contains a description of the proposed annexation area, as well as signatures of the property owners. Additionally, the following conditions are met:

1. The nearest point on the proposed satellite is not more than three miles from the primary corporate limits of Salisbury.
2. No point on the proposed satellite is closer to the primary corporate limits of another city than to the primary corporate limits of Salisbury.
3. The area is situated such that Salisbury will be able to provide the same services within the proposed satellite corporate limits as are provided within the primary corporate limits.
4. No subdivision, as defined in G.S. 160A-376 will be fragmented by this proposed annexation.

The petition is, therefore, sufficient in accordance with G.S. 160A-58.1. A public hearing shall be conducted by City Council on May 17, 2022.

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)*

Fiscal impact is unknown at this time. This will be included in the next step of the process.

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

City Council to receive the Certificate of Sufficiency and adopt a Resolution setting the date of the public hearing for May 17, 2022 for the voluntary annexation of Parcels 408 030, and 410 001, 410 019, 410 029, 410 112, 410 124, Peeler Rd

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:



CERTIFICATE OF SUFFICIENCY

Peeler Rd

(Parcels 408 030, 410 001, 410 019, 410 029, 410 112, and 410 124)

To the City Council of the City of Salisbury, North Carolina:

I, Kelly K. Baker, City Clerk, do hereby certify that I have investigated the petition for Peeler Rd Parcels 408 030, 410 001, 410 019, 410 029, 410 112, and 410 124, attached hereto and have found as a fact that said petitions are signed by all owners of real property lying in the area described therein, in accordance with G. S. 160A-58.1.

In witness thereof, I have hereto set my hand and affixed the Seal of the City of Salisbury, this 25th day of April, 2022.



Kelly K. Baker
City Clerk

“RESOLUTION SETTING DATE OF PUBLIC HEARING ON QUESTION OF THE ANNEXATION OF PEELER ROAD, 408 030, 410 001, 410 019, 410 029, 410 112, and 410 124, PURSUANT TO G.S. 160A-58.1.

WHEREAS, petitions requesting the annexation of Parcels 408 030, 410 001, 410 019, 410 029, 410 112, and 410 124 on Peeler Road, as described herein have been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petitions has been made;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Salisbury, North Carolina:

Section 1. The regularly scheduled May 17, 2022 City Council meeting will be held in a hybrid format. Anyone who wishes to speak via Zoom during the hearing regarding the proposed annexation must sign-up by 5:00 p.m. on Tuesday, May 17, 2022 by contacting Kelly Baker at kbake@salisburync.gov. Those who attend the meeting in person do not need to sign up.

Section 2. The areas proposed for annexation are described as follows:

BEGINNING at a calculated point located in the center of Peeler Road, said point being the northeast corner of the Meilien S. Chen and Sui Ying Song property as described in Deed Book 1125, Page 990; thence with the centerline of Peeler Road S 76°19'32" E a distance of 550.77' to a calculated point located at the northwest corner of the Peter and Carolyn Brown property as described in Deed Book 1380, Page 724; thence with the Brown property S 04°24'53" W crossing an angle iron at a distance of 197.00' for a total distance of 589.85' to a 1" existing iron pipe; thence continuing with the Brown property and with the Coy D. and Joyce Wilhelm property the following four (4) courses and distances: 1) S 05°01'37" W a distance of 268.90' to a 1/2" existing iron rod; 2) S 04°39'44" W a distance of 155.97' to a 1 1/4" existing iron pipe; 3) S 03°58'31" W a distance of 384.56' to a 1 1/4" existing iron pipe; 4) S 05°23'29" W a distance of 358.21' to a 1 1/4" existing iron pipe located at a northern corner of the James E. Lylerly property, now or formerly; thence with the aforesaid Lylerly property the following four (4) courses and distances: 1) N 55°18'39" W a distance of 491.33' to a 2" existing iron pipe; 2) N 74°04'03" W a distance of 218.14' to a 1 1/2" existing iron pipe; 3) S 05°04'13" E a distance of 172.42' to a 1/2" new iron rod; 4) S 21°57'03" E a distance of 190.00' to a 1 1/2" existing iron pipe located at the northeast corner of the Pamela P. Harrop property as described in Deed Book 837, Page 491; thence with the Harrop property N 86°27'03" W a distance of 1175.00' to a 1/2" new iron rod located on the eastern line of the Charles R. Honbarger property as described in Deed Book 1105, Page 678; thence with the Honbarger property the following five (5) courses and distances: 1) N 01°54'56" E a distance of 816.00' to a 1/2" new iron rod; 2) S 87°43'04" E a distance of 32.43' to a 1 1/4" existing iron pipe; 3) N 03°38'14" E a distance of 286.16' to a 1 1/4" existing iron pipe; 4) N 87°33'58" W a distance of 75.85' to a 5/8" existing iron rod; 5) continuing with the Honbarger property and with the MV Enterprises, LLC property as described in Deed Book 1187, Page 143, N 00°44'01" W a distance of 459.41' to a 5/8" existing iron rod located at a southern corner of the Love's Travel Stops & Country Stores, Inc. property as described in Deed Book 1207, Page 615; thence with the Love's Travel Stops & Country Stores, Inc. property the following two (2) courses and distances: 1) N 03°23'09" E a distance of 38.50' to a 5/8" existing iron rod; 2) S 85°44'21" E a distance of 156.43' to a 1 1/2" existing iron rod located at the southwest corner of the Jerry McCullough property as described in Deed Book 1256, Page 328;

thence with the McCullough property S 86°40'54" E crossing a 1 1/4" existing iron pipe at a distance of 558.55' for a total distance of 666.88' to a 1 1/4" existing iron pipe located at the southwest corner of the aforesaid Meilien S. Chen and Sui Ying Song property; thence with the Chen/Song property the following two (2) courses and distances: 1) S 86°58'59" E a distance of 477.20' to an existing axle; 2) N 02°01'15" E a distance of 292.27' to the point of beginning, having an area of **2,801,615 sq. ft. (64.3163 acres)** according to a survey by Cloninger Bell Surveying & Mapping, PLLC dated March 4, 2022. File No. 1694.

Section 3. Notice of said public hearing shall be published in the SALISBURY POST at least (10) days prior to the date of said public hearing.”

Karen K. Alexander
Mayor

ATTEST:

Kelly Baker, City Clerk

Date: 3/31/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd Area

We the undersigned owners of real property respectfully request that the area described on the attached documents be annexed into the City of Salisbury. By signing this petition, we understand that the following conditions are the responsibility of the petitioners. Failure to meet the conditions may delay or invalidate the request:

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
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 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>408</u> PCL <u>030</u>	<u>Mary Peeler</u>	<u></u>	<u>1465 Peeler Rd Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>001</u>	<u>Edward W Pietryk II</u>	<u><i>Edward W Pietryk II</i></u>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>019</u>	<u>James Hauss</u>	<u></u>	<u>158 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>019</u>	<u>Deborah Hauss</u>	<u></u>	<u>158 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>029</u>	<u>Debra Pietryk</u>	<u><i>Debra Pietryk</i></u>	<u>336 Pietryk Dr Salisbury, NC 28146</u>

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

Total number of parcels _____ Number Signed _____ % Signed _____ Date Returned _____
Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 _____ (check one)

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

Date: 3/31/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd

We the undersigned owners of real property respectfully request that the area described on the attached documents be annexed into the City of Salisbury. By signing this petition, we understand that the following conditions are the responsibility of the petitioners. Failure to meet the conditions may delay or invalidate the request:

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TM <u>410</u> PCL <u>112</u>	<u>Edward Pietryk</u>	<i>Edward Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>112</u>	<u>Debra Pietryk</u>	<i>Debra Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>124</u>	<u>Edward Pietryk</u>	<i>Edward Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>124</u>	<u>Debra Pietryk</u>	<i>Debra Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>

(Attach additional petition forms if needed)

Form Revised 2-08

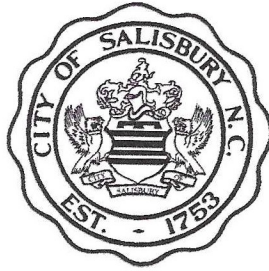
Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

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Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 _____ (check one)

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

Date: 3/31/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd Area

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(Attach additional petition forms if needed)

Form Revised 2-08

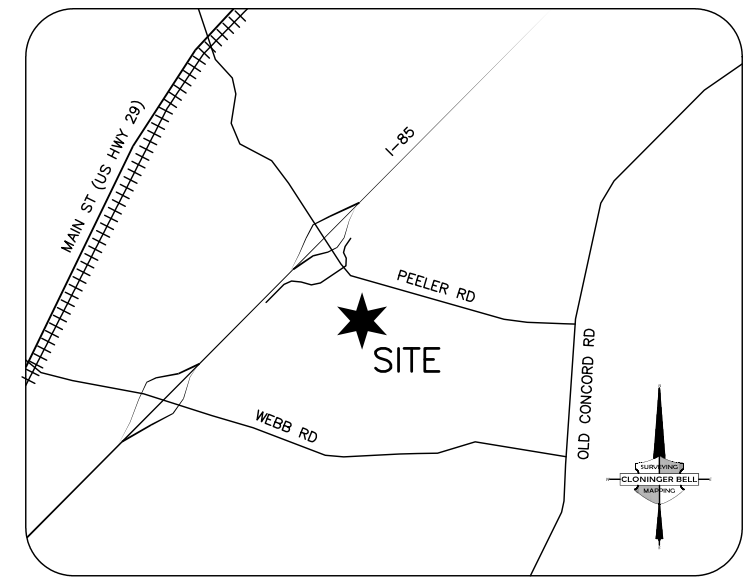
Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

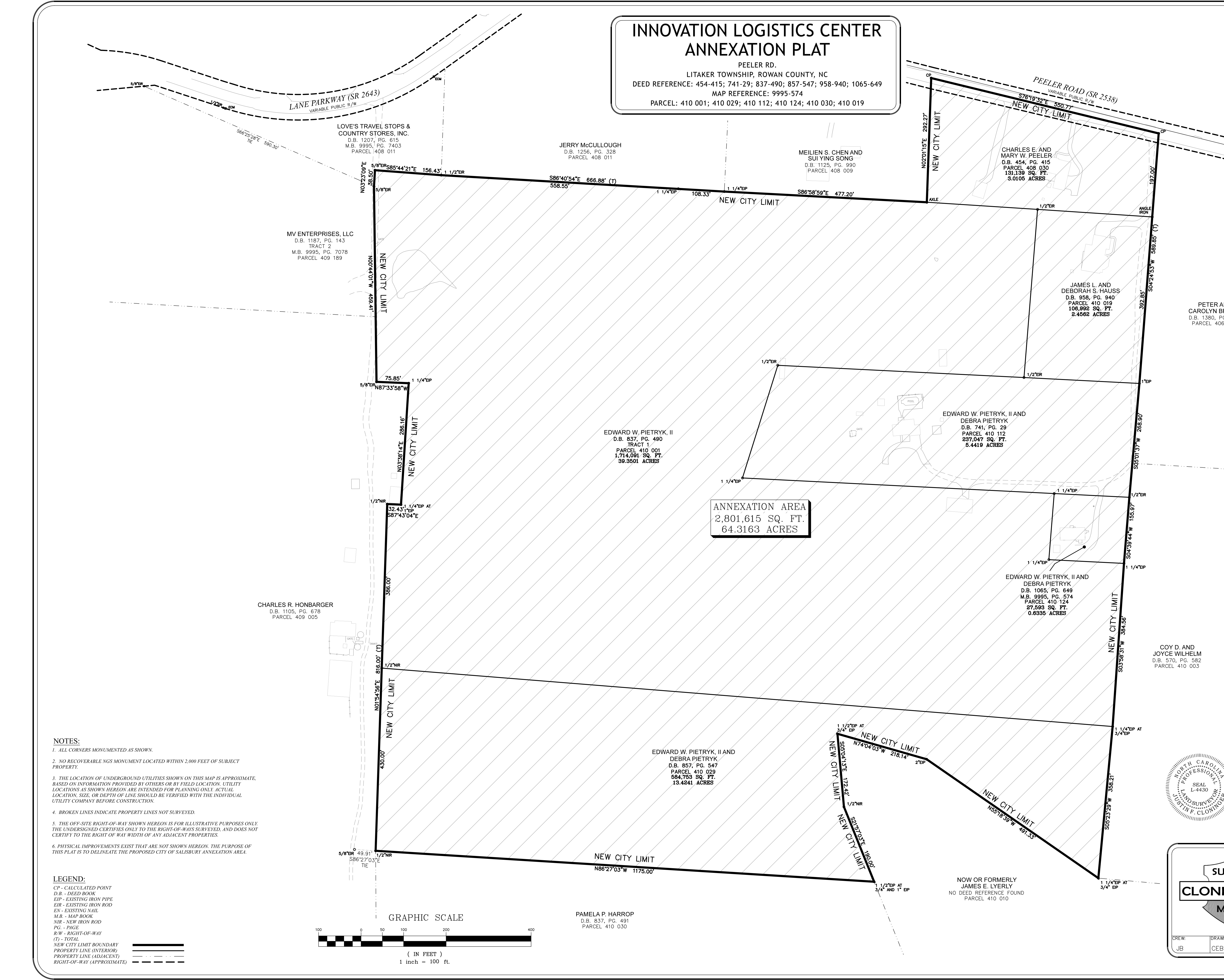
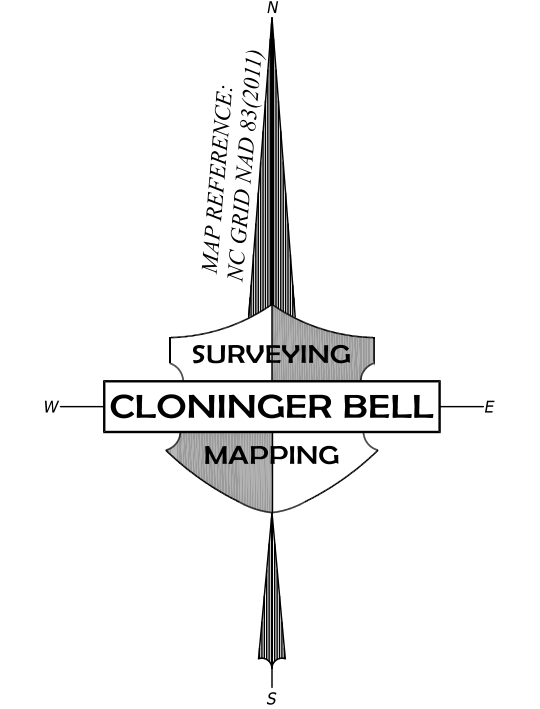
Total number of parcels _____ Number Signed _____ % Signed _____ Date Returned _____
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INNOVATION LOGISTICS CENTER ANNEXATION PLAT

PEELER RD.
LITAKER TOWNSHIP, ROWAN COUNTY, NC
DEED REFERENCE: 454-415; 741-29; 837-490; 857-547; 958-940; 1065-649
MAP REFERENCE: 9995-574
PARCEL: 410 001; 410 029; 410 112; 410 124; 410 030; 410 019



VICINITY MAP
NOT TO SCALE



ANNEXATION AREA
2,801,615 SQ. FT.
64.3163 ACRES

CERTIFICATE OF ANNEXATION:
AREA ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NC BY ORDINANCE NUMBER _____ ADOPTED BY THE CITY COUNCIL ON _____ WITH AN EFFECTIVE DATE OF _____.
I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER OF DEEDS IN ROWAN COUNTY.

MAYOR _____ DATE _____

REVIEW OFFICER:
I, _____ REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

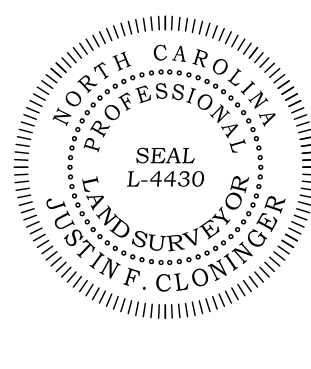
SURVEYOR'S CERTIFICATE:
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE, AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000 LINEAR FEET; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 4th DAY OF MARCH, A.D., 2022.

THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.

PRELIMINARY

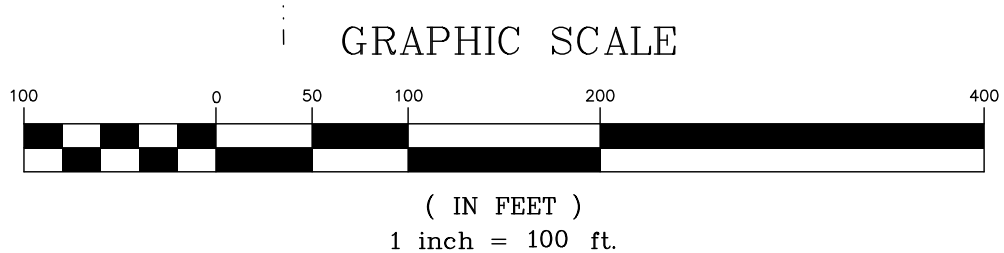
PROFESSIONAL LAND SURVEYOR _____ DATE _____



SURVEYING
CLONINGER BELL
MAPPING

CLONINGER BELL
SURVEYING & MAPPING, PLLC
201 W. 2nd AVENUE, SUITE C
GASTONIA, NC 28052
704.864.9007
LICENSE P-2326

CREW: JB	DRAWN: CEB	REVISED:	SCALE: 1"=80'	DATE: MARCH 4, 2022	FILE NO. 1694
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- NOTES:**
- ALL CORNERS MONUMENTED AS SHOWN.
 - NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
 - THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE. BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
 - BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
 - THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
 - PHYSICAL IMPROVEMENTS EXIST THAT ARE NOT SHOWN HEREON. THE PURPOSE OF THIS PLAT IS TO DELINEATE THE PROPOSED CITY OF SALISBURY ANNEXATION AREA.

- LEGEND:**
- CP - CALCULATED POINT
 - D.B. - DEED BOOK
 - EIP - EXISTING IRON PIPE
 - EIR - EXISTING IRON ROD
 - EN - EXISTING NAIL
 - M.B. - MAP BOOK
 - NR - NEW IRON ROD
 - PG - PAGE
 - R/W - RIGHT-OF-WAY
 - (T) - TOTAL
 - NEW CITY LIMIT BOUNDARY
 - PROPERTY LINE (INTERIOR)
 - PROPERTY LINE (ADJACENT)
 - RIGHT-OF-WAY (APPROXIMATE)

PAMELA P. HARROP
D.B. 837, PG. 491
PARCEL 410 030

NOW OR FORMERLY
JAMES E. LYERLY
NO DEED REFERENCE FOUND
PARCEL 410 010

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Multi-Rake Bar Screen Sole Source Purchase

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) needs to replace the screening equipment at the Crane Creek lift station. Earlier this year, SRU solicited a proposal from Huber Technology, Inc. for the design and fabrication of a compatible screening apparatus. Huber has previously supplied SRU with multi-rake bar screens for the Grants Creek Wastewater Treatment Facility. The intent was to utilize the proposal from Huber in SRU's FY23 budget request. However, given the current supply chain issues and rising prices, SRU is requesting to proceed with this purchase now. Delivery is estimated at 28 to 36 weeks from the issuance of a purchase order, and the proposed cost is only good through the end of May. The proposed price is \$252,810, including freight and startup services. As such, SRU requests authorization to proceed with a sole source purchase from Huber Technology, Inc. of a multi-rake bar screen for the Crane Creek lift station.

North Carolina General Statute 143-129(e)(6) allows for "Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract."

Attachments: Yes No

Fiscal Note: Sufficient funds are available in SRU's FY22 budget for this purchase.

Action Requested of Council for Agenda Item: Council to consider authorizing a sole source purchase from Huber Technology, Inc. of a multi-rake bar screen for the Crane Creek lift station in the amount of \$252,810.

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



S. Wade Funches

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:



FIRM PROPOSAL

Crane Creek PS - Salisbury, NC

Equipment:

HUBER Multi-Rake Bar Screen: RakeMax-CF®

Represented by:

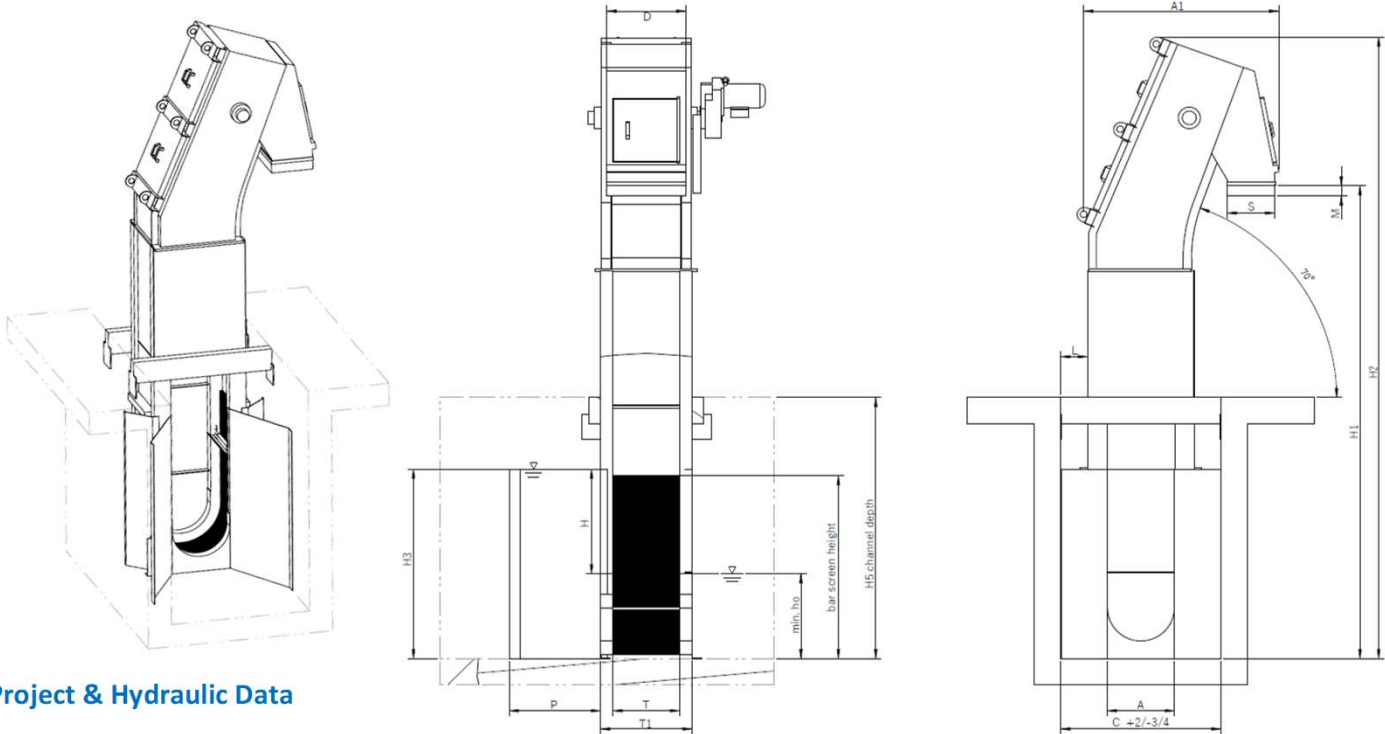
Premier Water
Max Foster
(704) 523-4048
max@premier-water.com

Regional Sales Director:

Steve Frank
(704) 330-9378
Steve.Frank@hhusa.net

Project Number: 429959
Revision: 0
Date: 1/31/2022

Technical Data



Project & Hydraulic Data

		Imperial		Metric	
Channel Width (@ Screen)	C	8.00	ft	2438	mm
Approach Channel Width (if Applicable)		2.00	ft	610	mm
Channel Depth		17.90	ft	5456	mm
Depth to Operation Deck EL (if Applicable)		17.90	ft	5456	mm
Peak Hourly Flow (per Screen)		3.00	MGD	131	l/s
Clear Bar Spacing		0.25	in	6	mm
Downstream Water Level		12.0	in	305	mm
Total Headloss @ 30% Blinding		2.0	in	50	mm
Resulting Freeboard @ 30% Blinding		N/A	in	N/A	mm
Through-Bar Slot Velocity @ 30% Blinding		2.29	ft/s	0.70	m/s
Channel Approach Velocity @ 30% Blinding		1.68	ft/s	0.51	m/s
Submerged Open Area		3.59	ft ²	0.33	m ²
<i>Submerged Open Area (Standard Multi-Rake @ 75° for Comparison Only)</i>		2.02	ft ²	0.19	m ²

Screen Dimensions

		Imperial		Metric	
Overall Discharge Height above Channel Invert	H1	21.36	ft	6510	mm
Overall Screen Height	H2	24.98	ft	7615	mm
Min. Overflow Weir Height (if Applicable)	[-]	22.00	in	559	mm
Chamber Opening	A	23.62	in	600	mm
Frame Width (Excluding Supports)		35.35	in	898	mm
Overall Width (Inside Channel)		40.47	in	1028	mm
Centerline Screen to Centerline Discharge Chute		33.60	in	853	mm
Overall Screen Width	A1	61.38	in	1559	mm
Radius of Sieve Bars		30.47	in	774	mm
Sieve Width (Parallel to Flow)	T	19.69	in	500	mm
Depth (Length in Channel Parallel to Flow)	T1	35.43	in	900	mm
Inclination from Horizontal		90° with 70° Upper Section			

Screen Details

Screen Model	RakeMax-CF® 6510x600x500/6
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Screening Bars	Flat; 4/20mm; 316L stainless steel construction
Chains	316L links with ANSI-431 pins & polyamide rollers
Upper Sprocket & Bearing	304L stainless steel, split; greasable flange bearings
Discharge Scraper Plate	Polyethylene blade
Motor Data	BK40 1.5HP, VFD, C1D1, 480VAC, 3 phase, 60Hz, SF 1.0
Anchor Bolts	M12 316 stainless steel
Local Control Station	Included, 3-hole NEMA7
Level Control Device(s)	One (1) radar level sensor
Optional Adder(s)	24in flanged inlet; special support brackets included

Screenings Treatment Details

Washer/Compactor Data	Imperial		Metric	
Maximum Screenings Capacity	70	ft ³ /hr	2	m ³ /hr
Wash Water Demand	13	gpm	0.8	l/s
Wash Water Pressure	30-60	psi	2-4	bar
Weight (Empty)	660	lbs	300	kg

Wash/Compactor Model	WAP® 2
Quantity	1
Body Material	304L stainless steel construction; pickled and passivated in acid bath
Screw Auger	Shafted; 304L stainless steel construction with stainless-backed nylon brush in wash & compaction zones
Drain	5mm perforations; latched and sealed with 3.5in NPT drain connection
Inlet Hopper	304L stainless steel construction; inspection hatch included
Discharge Pipe	Tapered, conical pipe flanged connection
Motor Data	5.0HP, C1D1, 480VAC, 3 phase, 60Hz, SF 1.15 (auger)
Water Manifold	Mounted to body; 304L stainless steel construction with two (2) solenoid valves, brass-bodied, C1D1, 120VAC
Local Control Station	Included, 4-hole NEMA7
Optional Adder(s)	No optional adders included

Control Details

One (1) HUBER Standard Control Panel	
Enclosure	NEMA 4X, 304 stainless steel
PLC	Allen Bradley MicroLogix
HMI	Allen Bradley PanelView 4"
Motor Starters	VFD (screen), NEMA reversing (WAP) as required
Components	HUBER standard
Climate control components available upon request and are not included in this proposal	
Pre-programmed and factory tested	

Firm Proposal Pricing

Equipment	Model	Quantity	Pricing
HUBER Multi-Rake Bar Screen	RakeMax-CF® 6510x600x500/6	1	Included
HUBER Wash Press	WAP® 2	1	Included
HUBER Control Panel	HUBER Standard	1	Included
Freight and Startup Services	Standard HUBER Start-up Services	1 trip(s), 3 day(s)	Included
TOTAL:			\$252,810.00

Standard delivery is 22-28 weeks from approval of submittals.

Thank you for your interest in HUBER Technology, Inc. If you have any questions, please do not hesitate to contact our Regional Sales Director or our local sales representative.

This proposal has been reviewed for accuracy and approved for issue by: CD

RakeMax-CF Additional Services	Pricing
Five (5) year warranty on all rotating components [RakeMax CF & WAP]	Included
Service Contract for first five (5) years after installation, including:	Included
- Semi-annual trips per year, including one to two days on site	Included
- All required spare parts over the five-year period	Included
The site will be a reference site for future Huber Technology customers	Included
Installation assistance, training, and functional performance testing	Included

Notes and Technical Clarifications

- Equipment specification and drawings are available upon request.
- If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
- Electrical disconnects required per local NEC code are not included in this proposal.
- All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever occurs first.
- Budget estimate is based on Huber Technology's standard Terms & Conditions and is quoted in US dollars unless otherwise stated.
- Equipment recommendations are based on information provided to Huber Technology. Subsequent information which differs from what has been provided may alter the equipment recommendation.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further
- Equipment pricing that has been broken out from the Total in the table above are only valid when packaged together.

Screen Blinding Calculation Table

Blinding [%]	Total Headloss		Upstream Head		Flow Velocity Thru Bar		Channel Approach Velocity	
	[in]	[mm]	[in]	[mm]	[ft/s]	[m/s]	[ft/s]	[m/s]
0	2	48	14	353	1.38	0.42	2.00	0.61
10	2	48	14	353	1.53	0.47	2.00	0.61
20	2	49	14	354	1.72	0.53	2.00	0.61
30	2	50	14	354	1.97	0.60	2.00	0.61
35	2	51	14	355	2.11	0.64	1.99	0.61
40	2	52	14	357	2.28	0.70	1.98	0.60
50	2	54	14	358	2.73	0.83	1.97	0.60

Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated January 31, 2022.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)
80% upon delivery of equipment (net 30 days)
10 % upon start-up of equipment (net 30 days)
No retainage will be withheld on this Project.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 24-30 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 100 mg/l
- Hydrogen sulfide H₂S not permitted

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request. In the presence of hydrogen sulphide, continuous active air suction from the machine with an air exchange rate of approx. 20 times is generally recommended. Furthermore, cleaning nozzles are recommended for closed tanks.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.

5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Stand-By Generator Purchases

Description of Requested Agenda Item: Salisbury-Rowan Utilities (SRU) relies on stand-by generators to supply electricity during power failures at facilities throughout Rowan County. An existing 750 kW generator located at the Town Creek Wastewater Treatment Facility needs to be replaced. Due to the age of this generator, replacement parts, as well as service and support, are not readily available. The estimated cost to purchase a replacement 750 kW generator is \$350,000 and does not include installation. In addition, SRU has a need for a 275 kW portable generator that could be utilized at multiple sites, as needed. In recent years, an existing generator failure resulted in SRU having to rent a stand-by generator for several months while the existing generator was replaced. The estimated cost to purchase a trailer-mounted 275 kW portable generator is \$160,000. The total estimated cost for both generator purchases and installation of the 750 kW unit is approximately \$550,000. Current production lead times for generators of this size are almost a full calendar year. SRU requests to appropriate capital fund balance for these purchases.

Attachments: Yes No

Fiscal Note: An appropriation of Water Sewer Fund – Fund Balance of \$550,000 will be required for these purchases.

Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to approve the purchase of a 750 kW generator and a 275 kW generator by Salisbury-Rowan Utilities at a total cost not to exceed \$550,000.

Action Requested of Council for Agenda Item: Council to consider adopting a Capital Project ORDINANCE in the amount of \$550,000 for the purchase and installation of stand-by generators for Salisbury-Rowan Utilities.

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



S. Wade Finches

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:

STAND-BY GENERATORS
CAPITAL PROJECT ORDINANCE

Be it ordained by the City Council of the City of Salisbury, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project is for the purchase and installation of two Stand-By Generators. One located at Town Creek Wastewater Treatment Facility, and one portable generator to be used at multiple sites.

Section 2. The following revenue is available to the City of Salisbury.

Appropriated Fund Balance	
032-000-000-499900	<u>\$ 550,000</u>

Section 3. The following amounts are appropriated for the project.

Construction - Sewer	
032-804-000-577360	<u>\$ 550,000</u>

Section 4. The Finance Officer is hereby directed to maintain a Capital Project with sufficient specific detailed accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Finance Officer for direction in carrying out this project."

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 3, 2022

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

Name of Presenter(s): City Council

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

Description of Requested Agenda Item: The Alternate Methods of Design Commission and Historic Preservation Commission each have one vacancy. A copy of the worksheet and all active applications received for each board 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 making appointments to various boards and commissions. *(Please note if item includes an ordinance, resolution or petition)*

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:

Boards and Commissions Worksheet – 2022

Alternate Methods of Design Commission – No Liaison

<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Alex Bost	3/31/22	No	Chad Morgan
Chris Bradshaw	3/31/22	No	

Applicants:

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

Historic Preservation Commission – No Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Eugene Goetz	3/31/22	No	Lillian Goodnow
William James	3/31/22	Yes	William James
Sue McHugh	3/31/22	No	

Applicants:

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.