



# City of Salisbury

North Carolina

## COUNCIL MEETING AGENDA

February 6, 2024  
4:00 p.m.

*The meeting will be held in a hybrid format and will be streamed live at [salisburync.gov/webcast](https://salisburync.gov/webcast) and on the City's Facebook account.*

*Anyone who wishes to speak via Zoom during public comment must sign-up by 3:00 p.m. on February 6, 2024 by contacting Connie Snyder at [csnyd@salisburync.gov](mailto:csnyd@salisburync.gov). Citizens who wish to speak in person can sign up in Council Chambers.*

1. Call to order.
2. Moment of Silence.
3. Pledge of Allegiance.
4. Adoption of Agenda.
5. Council to recognize promotions at the Salisbury Police Department. *(Presenter – Police Chief P.J. Smith)*
6. Mayor to proclaim the following observances:

AFRICAN AMERICAN HISTORY MONTH  
HUMAN RELATIONS MONTH

February 2024  
February 2024

7. Council to consider the CONSENT AGENDA:
  - (a) Approve Minutes of the special and regular meetings of January 16, 2024 and the special meeting of January 30, 2024.
  - (b) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$2,000 to appropriate a donation to help with expenses related to the Bell Tower Green Christmas Tree.
  - (c) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$25,000 to appropriate grant funds from the North Carolina Governor's Highway Safety Program for traffic safety efforts.
  - (d) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$51,500 to appropriate grant funds from Rowan County United Way for an opioid response initiative.
  - (e) Approve a right-of-way encroachment for the installation of underground fiber optic cable by AT&T within the right-of-way of West Henderson Street at North Jackson Street per Section 11-24(27) of the City Code.

**COUNCIL MEETING AGENDA – PAGE 2 – FEBRUARY 6, 2024**

- (f) Approve a right-of-way encroachment for the installation of underground facilities by Spectrum within the rights-of-way of Troon Drive, Wilson Lane, Collins Court, and Langston Avenue per Section 11-24(27) of the City Code.
  - (g) Authorize the City Manager to execute Amendment No. 1 in the amount of \$12,000 to an Easement Agreement with the property owner adjacent to Fire Station 3.
  - (h) Adopt a Resolution Establishing Rules of Procedure for Public Comment Periods and a Resolution to Approve the Policy and Procedure for Electronic Meetings of the City Council.
  - (i) Adopt an Ordinance amending Chapter 13, Article X, Section 13-338 of the City Code for the addition of a parking restriction on the north side of the 400 block of East Bank Street.
  - (j) Authorize the City Manager to execute an amendment to increase the basic operation fee for the Rowan County Northeast Water System from \$4,500 to \$5,500 per month effective January 1, 2024.
8. Council to receive public comment. *Speakers who wish to speak via Zoom must sign-up before 3:00 p.m. by contacting Connie Snyder at csnyd@salisburync.gov.* Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.
9. Council to receive a presentation regarding revisions to the Ordinances related to panhandling. *(Presenter – City Attorney Graham Corriher)*
10. Council to consider authorizing the City Manager to approve the purchase of an Altec model AT41M articulation aerial device mounted on a 2024 Ford F-550 chassis for \$195,978 using General Fund Balance and the purchase of a combination sewer cleaning truck for Salisbury-Rowan Utilities (SRU) at a total cost not to exceed \$524,130, using SRU reserves and adopt a budget Ordinance amendment in the amount \$524,130. *(Presenters – Transportation Director Wendy Brindle and Utilities Director Jim Behmer)*
11. Council to consider authorizing staff to proceed with a design for the Main Street Project to include City-owned lighting and mast arms. *(Presenter – Transportation Director Wendy Brindle)*
12. Council to consider awarding a contract to Central Carolina Underground, Inc. in an amount not to exceed \$250,000 for utility construction crew support services for Salisbury-Rowan Utilities. *(Presenter – Utilities Director Jim Behmer)*
13. City Attorney’s Report.
- (a) Revised Resolution authorizing the City Manager to award contracts for up to \$1,000,000 in emergency circumstances, provided there are budgeted funds available and the purchase complies with applicable purchasing laws.
14. City Manager’s Report.

**COUNCIL MEETING AGENDA – PAGE 3 – FEBRUARY 6, 2024**

15. Council's Comments.
16. Mayor Pro Tem's Comments.
17. Mayor's Announcements and Comments.
  - (a) The Community Appearance Commission invites Salisbury neighborhoods to apply for a Neighborhood Beautification Grant. Selected neighborhood will receive funding to support implementing a neighborhood improvement project. The maximum award is \$2,500. There is no fee to apply and grant applications will be accepted through Friday, March 1, 2024. For additional information please call (704) 638-5235.
18. Adjourn.

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: 2/6/2024

Name of Group(s) or Individual(s) Making Request: Chief P.J. Smith

Name of Presenter(s): Chief P.J. Smith

Requested Agenda Item: Recognize recent promotions at the Salisbury Police Department, Lt. Jennifer Moreau, Lt. Brandon Casper, Lt. Jeremy Hill, Major Justin Crews, & Major Corey Brooks.

Description of Requested Agenda Item:

Attachments:  Yes  No

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

**Action Requested of Council for Agenda Item:** No action for Council. Introduction of the newly appointed promotions of staff with the Salisbury Police Department by Chief P.J. Smith. There will be an award given to Major Brooks from the FBI Academy where he was recognized for his heroic actions pulling the truck driver to safety.

Contact Information for Group or Individual: Chief P.J. Smith 704-216-7581 or 980-330-8456

**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



# *City of Salisbury*

*North Carolina*

## PROCLAMATION

**WHEREAS**, in 1976, African American History Month was created by Carter G. Woodson and formally adopted to honor and affirm the importance of African American History throughout our American experience, and serves to promote cultural enrichment, pride, and self-esteem by celebrating the lives and achievements of great African Americans; and

**WHEREAS**, during the month of February our Nation takes pause to reflect on the injustices and struggles fought and overcome by African Americans throughout our Nation's history, and to pay tribute to the battles they have fought in the name of equality; and

**WHEREAS**, African Americans have made valuable and lasting contributions to the City of Salisbury, achieving exceptional success in all aspects of society including business, education, politics, science, and the arts; and

**WHEREAS**, African American History Month is a time for every citizen to remember the stories and teachings of those who helped build our City and our nation by taking a stance against prejudice to build lives of dignity and opportunity, advanced the cause of civil rights and strengthened our community.

**NOW, THEREFORE**, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of February 2024 as

### AFRICAN AMERICAN HISTORY MONTH

in Salisbury, and encourage all citizens to reflect on past successes and challenges of African Americans and look to the future to continue to improve society so that we live up to the ideals of freedom, equality and justice.

This the 6th day of February 2024.



Karen K. Alexander, Mayor



# *City of Salisbury*

North Carolina

## PROCLAMATION

**WHEREAS**, the City of Salisbury believes in the dignity and worth of every individual regardless of race, creed, national origin, sex, age, sexual orientation, physical or mental abilities and

**WHEREAS**, the City of Salisbury promotes and maintains an atmosphere of goodwill and mutual respect among individuals, ethnicities, races and persons of differing social and economic status and religious beliefs: and

**WHEREAS**, the citizens of Salisbury work daily to make our diverse community viable and stronger: and

**WHEREAS**, the City of Salisbury owes its gratitude to all the citizens who have contributed and continue to commit to the growth of mutual understanding, equity, justice and anti-discrimination for all; and

**WHEREAS**, the City and the citizens of Salisbury have made formidable advancements in human relations since the Good Neighbor Council and its successor, the Human Relations Commission, and anticipate continued breakthrough against the challenges still confronting us; and

**WHEREAS**, the City of Salisbury and its citizens commend and embrace change and diversity, and dismiss all expressions of racial, sexual, religious and disability-based intolerance, discrimination and hatred.

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

## HUMAN RELATIONS MONTH

in Salisbury, and encourage all citizens to advocate and recognize its observance

This the 6<sup>th</sup> day of February 2024.



Karen K. Alexander, Mayor

Salisbury, North Carolina  
January 16, 2024

## **SPECIAL MEETING**

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

**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 5:00 p.m.

### **ADOPTION OF THE AGENDA**

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

### **CLOSED SESSION**

Thereupon, Councilmember Post made a **motion** to go into Closed Session concerning a concerning an economic development matter as allowed by NCGS 143-318.11(a)(4) and to consult with an attorney as allowed by NCGS 143-318.11(a)(3) and the acquisition of property as allowed by NCGS 143-318(a)(5). Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

**RETURN TO OPEN SESSION**

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

**ADJOURNMENT**

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

The meeting was adjourned at 5:59 p.m.

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Karen Alexander, Mayor

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Connie B. Snyder, City Clerk

Salisbury, North Carolina  
January 16, 2024

## **REGULAR MEETING**

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

**ABSENT:** None.

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

Mayor Alexander recognized the passing of former Councilmember David Clay.

## **PLEDGE OF ALLEGIANCE**

Mayor Alexander recognized members of Scout Troop 448 who led participants in the Pledge of Allegiance to the United States flag.

## **ADOPTION OF THE AGENDA**

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

**RECOGNITION – SALISBURY-ROWAN UTILITIES AREA WIDE OPTIMIZATION AWARD**

Council recognized Salisbury-Rowan Utilities (SRU) Water Treatment Plant employees for receiving the Area Wide Optimization Award. SRU Director Jim Behmer noted that the North Carolina Division of Water Resources recognized SRU for surpassing all federal and state drinking water standards for 2022. He stated the award is given annually to water systems that demonstrate outstanding turbidity removal which is a critical drinking water quality test. He presented the award to Water Treatment Plan Supervisor Jeff Parker.

Mayor and Council congratulated SRU Director Jim Behmer and SRU employees for receiving the Area Wide Optimization Award.

**PROCLAMATIONS**

Mayor to proclaim the following observances:

NATIONAL DAY OF RACIAL HEALING  
SCHOOLS CHOICE WEEK  
CATHOLIC SCHOOL WEEK

January 16, 2024  
January 21-27, 2024  
January 28, 2024 - February 3, 2024

**CONSENT AGENDA**

(a) Minutes

Approve Minutes of the special meeting of and regular meetings of January 2, 2024.

(b) Tolling Agreement Lamar Advertising

Authorize the City Manager to sign a tolling agreement with Lamar Advertising.

(c) Contract Modification – Cardno, Inc.

Authorize the City Manager to approve a contract modification with Cardno, Inc. in the amount of \$55,000 for professional services related to the Kesler Mill site.

(d) Local Assistance for Stormwater Infrastructure Investments Program Planning Grant

Adopt a Resolution authorizing the City Manager to execute a Funding Offer and Acceptance of a Local Assistance for Stormwater Infrastructure Investments Program (LASII) Planning Grant in the amount of \$400,000 from the North Carolina Department of Environmental Quality for stormwater services.

RESOLUTION BY GOVERNING BODY OF RECIPIENT.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No. 37, and is known as Resolution 2024-29.)

(e) Voluntary Annexation – 285 Peach Orchard Lane

Receive the Certificate of Sufficiency for the voluntary annexation of 10.88 acres located at 285 Peach Orchard Lane, Tax Map 407B Parcel 043, and a adopt a Resolution setting the date of the public hearing for February 20, 2024.

RESOLUTION SETTING DATE OF A PUBLIC HEARING ON THE QUESTION OF THE ANNEXATION OF 285 PEACH ORCHARD LANE, PARCEL 407B043 PURSUANT TO N.C. G.S. 160A-58.1.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No. 37, and is known as Resolution 2024-29.)

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

**PUBLIC COMMENT**

Mayor Alexander opened the floor to receive public comments.

Ms. Caren Lightfoot expressed concerns regarding a proposed voluntary annexation on Hawkinstown Road. She asked Council to consider providing opportunities for citizens to learn more about the annexation process and how it may affect them.

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

City Attorney Graham Corriher explained the annexation process for those in attendance.

**ANNEXATION AGREEMENT WITH TOWN OF SPENCER**

City Attorney Graham Corriher asked Council to consider adopting an Ordinance approving an Annexation Agreement between the City of Salisbury and the Town of Spencer.

Mr. Corriher explained citizens living in the City of Salisbury's Extra-Territorial Jurisdictions (ETJ's) are outside the City limits, but are subject to City zoning and land development regulations. He clarified if a property is within a City's ETJ, it would not receive municipal services but would be required to abide by municipal zoning rules. He noted as municipalities grow and areas urbanize, zoning and land use categories need to be consistent.

Mr. Corriher noted over 10 years ago, North Carolina cities had the authority to annex involuntarily, but laws were changed to restrict involuntary annexation.

Mr. Corriher commented the annexation agreement before Council is an agreement with the Town of Spencer. He stated the property owner is requesting to be annexed by the Town of Spencer. He explained the parcel is closer to Salisbury than it is to the Town of Spencer, however it is in Spencer's ETJ. He clarified in order for the property to be annexed into the Town of Spencer, Salisbury must grant permission.

Mr. Corriher displayed a map of the area, and he noted the annexation agreement for Hawkin's Meadow is for a 22 acre-residential subdivision that will include approximately 153 townhomes. He explained the property is within the Town of Spencer's ETJ and is subject to Spencer's land use development laws. He stated staff has reviewed the request and recommends Council approve the annexation agreement.

Mr. Corriher noted if Council approves the annexation agreement, it would give the Town of Spencer permission to proceed with the annexation process. He pointed out residents would be allowed to speak during the required public hearings that will take place in the Town of Spencer. He stated if Council does not approve the annexation agreement, the Town of Spencer will not be allowed to annex.

Councilmember McLaughlin asked how Hawkinstown residents would access Salisbury-Rowan Utilities' (SRU) services. SRU Director Jim Behmer explained if public services are available residents can tap into the extended water line to receive water and sewer service. He explained if public services are not available within the ETJ then residents can request cost estimates for extending water lines to their property. Mr. Behmer noted once the subdivision is built, citizens can call the City's One Stop Shop to ask questions regarding water and sewer availability.

Mayor Alexander convened a public hearing, after due notice, regarding the proposed annexation agreement with the Town of Spencer.

Ms. DeeDee Wright asked if the Planning Board must approve the annexation request. Mr. Corriher explained the property is outside the City's planning jurisdiction and the City can only give permission to the Town of Spencer to continue its annexation process.

Mr. Carl Martin from Hawkinstown Community Development Center addressed Council regarding his concerns about the proposed development. He stated 153 additional townhomes could increase traffic flow and the need for police and fire services. Mr. Corriher encouraged Mr. Martin to voice his concern at the Town of Spencer public hearing regarding the proposed annexation.

Ms. Caren Lightfoot expressed concerns about the proposed Hawkins Meadow residential development's impact on the City of Salisbury and the Town of Spencer.

Councilmember Smith encouraged Hawkinstown residents to bring their concerns to the Town of Spencer and attend public hearings.

Mayor Pro Tem Sheffield stated the Town of Spencer meets the second Tuesday of each month starting at 6:00 p.m. She recommended Hawkinstown residents who have concerns attend those meetings and speak at public hearings.

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

Thereupon, Mayor Pro Tem Sheffield made a **motion** to adopt an Ordinance approving an Annexation Agreement between the City of Salisbury and the Town of Spencer. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

ORDINANCE TO APPROVE AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SALISBURY, NORTH CAROLINA AND THE TOWN OF SPENCER, NORTH CAROLINA.

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 8-15, and is known as Ordinance 2024-04.)

### **FIRE DEPARTMENT YEAR IN REVIEW**

City Manager Jim Greene, Fire Chief Bob Parnell, and Human Resources Business Partner Jennifer Silvia provided a 2023 review of the Fire Department. Mr. Greene noted questions and concerns have been raised regarding the Fire Department. He stated the Fire Department does a fantastic job under Chief Parnell's leadership.

Chief Parnell noted the Fire Department received its Class 1 Insurance Services Office (ISO) rating in June 2021. He pointed out less than 1% of fire departments in the nation have a Class 1 ISO rating. He explained the inspection was conducted by officials from the Department of Insurance Office of the State Fire Marshal (OSFM) and reinspection is required every five-years as part of the North Carolina Response Rating System (NCRRS). He added the score is based on staffing and equipment levels, equipment maintenance, communications capabilities, availability of a water source, and firefighter performance. Chief Parnell pointed out the Class 1 ISO rating relies upon multiple City departments, Rowan County 911 and investments made by Council. He added commercial properties inside the City limits can contact their insurance companies to inquire about lower insurance rates due to the Class 1 ISO rating. He reviewed emergency calls received around the City, and he commented Fire Station 1 is the busiest fire station.

Chief Parnell reviewed 2023 Fire Department highlights:

- Groundbreaking for Fire Station 3 took place in August
- A rescue fire truck was delivered in June
- City Telecommunications and events coordination transferred to the Fire Department

in January

- 3 replacement fire trucks were ordered, pending 46-month delivery
- Replaced turnout gear
  - Five-year goal completed in four years
- Six three-alarm fires in 2023

Chief Parnell referenced 2023 staffing levels, and he pointed out of the 14 firefighters who left the Department four had a career change, four went to neighboring fire departments, two retired, two were separated from the City, and two resigned during rookie school. He added there were 15 new hires in 2023. He reviewed fire truck staffing and firefighter work schedules. He explained the Fire Department has used the same staffing model for many years, but it was modified in 2021 due to the opening of Fire Station 6. He noted firefighters work 24-hour shifts and are then off for 48 hours. He explained 78 uniformed firefighters maintain A, B, and C shifts with 26 firefighters per shift covering seven fire trucks. He added the fire trucks can be minimally staffed with 22 firefighters, and he pointed out four additional positions are included to cover absences.

Chief Parnell explained Policy 1.02.25 which allows firefighters to be called in due to absences on the current shift, also known as a hire-back. He stated the policy requires firefighters to be available for a possible mandatory slot once every seven weeks. He referenced October through December 2023, and he noted 51 hire-backs were needed and 46, or 90%, were covered voluntarily and 5, or 10%, were mandatory. He indicated the firefighters receive overtime pay for the hire-backs and funds are budgeted to cover the costs. Mr. Greene explained the amount of overtime is not sustainable, and he indicated a portion of the overtime funds and possibly grant funding could be used to hire additional firefighters and reduce the overtime.

Chief Parnell referenced events that took place on December 26, 2023 when two firefighters had to leave work unexpectedly. He explained Ladder 4 was taken out of service for approximately 10 hours until the hire-backs could be called in. He stated 20 firefighters were on duty and no calls were missed. He noted firefighters responded in 1.58 minutes to an apartment fire that turned out to be an overheated dryer belt.

Chief Parnell stated firefighters work a 28-day cycle of 24 hours on and 48 hours off as required by the Fair Labor Standards Act with an overtime threshold of 212 hours. He explained the firefighters pay cycle includes scheduled overtime of four or 28 hours depending on their work schedule and hire-backs. He noted firefighters are scheduled to work 2,920 hours annually of which 144 hours are scheduled overtime and 2,778 hours are regular hours. He added the Fire Department has tried other operating models, but it proved difficult to staff the fire trucks.

Chief Parnell noted the Fire Department currently has 78 uniformed firefighters and it has four vacancies and one long-term military deployment. He pointed out a two-week notice is requested to leave the City, but it takes months to train a firefighter's replacement.

Mr. Greene reviewed the Fire and Police Department budgets, and he noted Council continues to invest in public safety.

Ms. Silvia reviewed Fire Department classification and compensation. She pointed out the normal work schedule for firefighters to Battalion Chief includes approximately \$4,800 of over-time per year per employee. Mr. Greene explained a new firefighter with the City would have a minimum salary of \$38,292 not including overtime. Ms. Silvia reviewed classification and compensation for other employees throughout the City. Mr. Greene stated it is important to look at salary opportunities for all employees. Ms. Silvia referenced salary increases at the Fire Department, and she pointed out firefighters can move up the pay range through merit increases and certification incentives. She then reviewed Citywide pay increases and bonuses.

Ms. Silvia noted three compensation reviews of the Fire Department have taken place in the past five years including a 2018 internal salary study that resulted in a 5% pay increase effective January 28, 2019. She stated in 2021, the MAPS Group did an initial review of the Fire Department that resulted in a salary increase based on comparable data from other cities along with a 2% Cost of Living Adjustment (COLA). She added the City-wide pay study conducted by the MAPS group and approved in October 2022 included a pay increase for 55 fire personnel. She reviewed Fire Department education incentives that include a pay increase for obtaining associates, bachelors and masters degrees. She noted there is a City-wide 2.5% pay increase offered for speaking Spanish that is based on department need. She reviewed specialized emergency services certifications and public life safety services that firefighters are compensated for obtaining. She commented a cross-departmental team is reviewing the education, incentive, and career development plan for all departments. Mr. Greene added the goal is to encourage education and specialized training for employees throughout the City.

Ms. Silvia reviewed the career development plan for firefighters, and she pointed out at each level firefighters receive a 5% pay increase or move to the minimum of the new pay grade whichever is higher.

Mr. Greene noted the City is focused on pay increases and education opportunities for all employees. He commented a pay study was implemented October 2022, but since that time other cities have completed pay studies. He added staff must continue to look at salaries and consider opportunities for employees to grow within the City. He noted the City has a very competitive benefits package. He pointed out the City is growing and additional positions are needed, but funding must be considered.

Council thanked Mr. Greene, Chief Parnell and Ms. Silvia for their presentation.

### **PURCHASE – 2025 PIERCE FIRE ENGINE**

Division Chief Nicholas Martin addressed Council regarding the purchase of a 2025 Pierce fire engine from Atlantic Emergency Solutions, Inc. in the amount of \$842,057 that will include a \$50,000 equipment package to meet the City's needs. He pointed out the growth of the City is resulting in an increased call volume for the Fire Department and increased hours on the fire trucks. He stated staff has considered alternate opportunities to purchase fire trucks including stock units. He commented the fire truck before Council is similar to the fire engines previously ordered and meets the requirements of the Fire and Fleet Departments.

Chief Martin explained the fire engines Council recently purchased have a larger motor. He pointed out there was a change in emission standards in 2023 that require fire trucks to include a motor that can be converted to burn alternate fuels, at an extra cost of \$100,000. He added the fire truck for Council's consideration was originally ordered under previous pricing and does not include the alternate fuel capability requirement. Mr. Greene stated the proposed fire engine is approximately \$250,000 less than the previously purchased fire trucks and should arrive two years ahead of them.

Finance Director Wade Furches noted Council approved the construction of Fire Station 3 using \$2.6 million of Fund Balance to reduce the financing costs. He stated the City has been awarded a \$10 million state grant for public safety and the intent is to use the grant funding instead of Fund Balance to construct Fire Station 3. He added staff recommends using a portion of the Fund Balance allocated for the Fire Department to purchase the fire truck. .

Thereupon, Councilmember Smith made a **motion** to approve the purchase of a Pierce Fire Engine from Atlantic Emergency Solutions, Inc. in the amount of \$842,057 and to use Fund Balance from the General Fund to cover the cost of the purchase. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

### **UPDATE – NOISE ORDINANCE**

Code Services Manager Michael Cotilla provided an update Council on noise related Ordinances in the City Code, the violation notification process, and enforcements of the violations.

Mr. Cotilla stated the Building Construction Noise Ordinance can be found in Chapter 14 Section 14-55 of the City Code which includes excavating, demolition, alteration or repair of any building in a residential or business district, except emergency repair to utilities, is allowed only between the hours of 7:00 a.m. and 6:00 p.m. on weekdays and Saturday. He added no work shall be permitted on Sunday, and any work performed outside of the stated hours shall be deemed to be unlawful and in violation of that article. He stated work may be permitted outside of stated construction hours only in urgent necessity, in the interests of public safety and with permit from City Manager or appointee.

Mr. Cotilla noted staff does not receive many construction noise Ordinance complaints, but if a complaint is received staff will contact someone on the work site and reiterate the Ordinance and the hours work is permitted. He noted once initial contact is made a courtesy notice is mailed to the developer or property owner making them aware of the violation. He explained if the violation continues then a civil citation will be issued for up to \$200 per day and in an extreme case, staff can issue a stop work order until the Ordinance is no longer violated.

Mr. Cotilla noted the Animal Noise Ordinance can be found in Chapter 14 Section 14-50 of the City Code. He stated the Ordinance is the keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity shall be deemed to be unlawful and a violation of the provisions of this article. He noted staff typically does not get a lot of animal noise Ordinance complaints, but when a complaint is received

staff will visit the location to determine if the dog barking is excessive or frequent. He noted staff will try to determine if the dog is barking in distress, chained or caged, has food and water, and he added neglect cases are reported to animal control. He pointed out it may take several trips throughout the day and at different times to identify a violation.

Mr. Cotilla commented if staff concludes a violation, the Code Enforcement Officer will attempt to make contact at the home to make them aware a complaint has been filed and a violation has been observed. He added a courtesy notice or order of compliance is mailed, the officer will follow up with inspection in 10 business days and if the violation is still in place a \$50 civil citation will be issued for failure to comply, a \$100 citation will take place if violation still occurs after another 10 days. He noted if 10 days after that last inspection the violation still occurs then a \$250 citation will be placed and possibly a \$250 per day citation for violation of that Ordinance. He noted in cases where the dog barking is taking place outside of normal business hours of 8:30 a.m. to 5:00 p.m. citizens can call the Police Department's non-emergency phone line and request a law enforcement officer go to the location. He commented it is the police officer's discretion if the dog barking is excessive and the officer will contact the owner. He indicated the officer will then follow up with the Code Enforcement Office by email regarding what was observed and the Code Enforcement Office will begin the enforcement process. He pointed out the Animal Noise Ordinance also includes roosters.

City Manager Jim Greene thanked Mr. Cotilla for his presentation. He added Council has received complaints about barking dogs and he wanted Mr. Cotilla to explain the Ordinance and the process for violations. He thanked Mr. Cotilla for working closely with the Police Department.

### **UPDATE – TRAVEL POLICY FOR ELECTED OFFICIALS**

Administrative Services Director Kelly Baker reviewed the travel policy for elected officials Council adopted in August 2023. She explained the funds are allocated for travel at 50% for Mayor, and 12.5% for each Councilmember. She indicated the policy requests Councilmembers make the other Councilmembers aware of their intent to travel. She explained once an elected official identifies the training or conference of interest, they should communicate with other Councilmembers via email, at a meeting, or by telephone, and then work with staff to ensure funds are available to register for the training or conference. She added the policy allows Councilmembers to share funds with other Councilmembers, if needed. She noted if travel exceeds an elected official's individual allocation a request to share funds from unused travel allocations can be approved by Council.

Ms. Baker noted with the upcoming training and conferences taking place she wanted to share the information with Council.

## **CITY ATTORNEY'S COMMENTS**

City Attorney Graham Corriher advised Council at its next meeting the Public Comment Guidelines and the Remote Meeting Policy Rules will be on the Consent Agenda with no changes for consideration. He noted Council adopted a new comprehensive Rules of Procedure that moved the public comment period to the beginning of the meeting and continued the practice of having public comment period twice a month even though statute states once a month is required.

Mr. Corriher pointed out the Rules of Procedure should be re-adopted at the organizational meeting when a new Council is sworn in.

Mr. Corriher explained the Remote Meeting Policy has no changes. He commented the policy came about during COVID-19 and then changed when State statutes changed Council only having the ability to meet remotely during a declared State of Emergency. He indicated no further changes have been made since the revision was added and adopted.

Mr. Corriher clarified no changes were made to the Public Comment Period Guidelines or the Remote Meeting Policy Rules, and he added he wanted to let Council know they will be on the Consent Agenda at a meeting in February.

## **CITY MANAGER'S COMMENTS**

City Manager Jim Greene recognized the great collaboration between staff at the Council meeting and when the recent storms came through the City.

## **COUNCIL COMMENTS**

Councilmember Smith thanked Diversity, Equity, and Inclusion (DEI) Director Anne Little, the DEI Department, the Human Relations Council (HRC) and City staff that took part in the Dr. Martin Luther King, Jr. celebration weekend.

Councilmember McLaughlin thanked employees for their hard work during the celebration weekend and work related to the recent storm. He reminded the public about the Salisbury Police Department's \$800,000 grant for the West End, and he noted applications for the West End Youth and Family Summer Program grant are being accepted until February 16, 2024. He noted those who are interested can go to [www.rcunitedwaygrants.communityforce.com](http://www.rcunitedwaygrants.communityforce.com) or to [salisburync.gov/bcji](http://salisburync.gov/bcji) for further information.

Councilmember Post commented he will attend the Mayors Innovation Project meeting in Washington, DC this week. He pointed out he has attended the past several years and was asked to speak about the Bell Tower Greene. He thanked staff for its work during the Dr. Martin Luther King, Jr. celebration events.

## **MAYOR PRO TEM'S COMMENTS**

Mayor Pro Tem Sheffield thanked staff for its work during the recent storm. She also thanked Diversity, Equity, and Inclusion Director (DEI) Anne Little for her work with the Dr. Martin Luther King, Jr. celebration events.

Mayor Pro Tem Sheffield shared condolences to former Councilmember David Clay's family. She thanked the Boy Scout Troop that led Council in the Pledge of Allegiance.

Mayor Pro Tem Sheffield pointed out there will be vacancies in March on the City's Boards and Commissions, and she encouraged those interested to apply to be a volunteer. She thanked members of the Boards and Commissions for their service to the City.

## **MAYOR'S ANNOUNCEMENTS AND COMMENTS**

Mayor Alexander thanked staff for its hard work to make the Dr. Martin Luther King, Jr. events successful including the parade, the resource fair and the breakfast. She also thanked Councilmember Smith for his work the Human Relations Council. She then thanked Mr. Tarik Woods for speaking again at the breakfast, and she added she is proud of his work to make a difference.

Mayor Alexander pointed out she will be attending the United States Conference of Mayors Winter meeting and the Mayors Innovation Project meeting this week in Washington, DC. She noted she also has been granted fellowship with Duke North Carolina Leadership Forum which will focus on community safety.

### (a) 2024 Planning Retreat

Mayor Alexander announced City Council will hold its 2024 Planning Retreat Wednesday, January 24, 2024 from 8:30 p.m. until 4:30 p.m. and Thursday, January 25, 2024 from 8:30 a.m. until 4:30 p.m. The Retreat will be held at in Council Chambers at City Hall, 217 South Main Street. Council will travel to Concord at 11:15 a.m. on Wednesday, January 24 to tour the downtown Concord streetscape project and to meet with Concord staff to discuss best practices for municipal services.

### (b) Council Meeting Time Change

Mayor Alexander announced the February 6, 2024 City Council meeting will begin at 4:00 p.m. to allow Council to attend "Where are We Now" hosted by Racial Equity Rowan. The event will begin at 6:30 p.m. and the guest speaker will be Ms. Dee Dee Wright.

(c) Neighborhood Beatification Grant

Mayor Alexander announced the Community Appearance Commission invites Salisbury neighborhoods to apply for a Neighborhood Beautification Grant. Selected neighborhood will receive funding to support implementing a neighborhood improvement project. The maximum award is \$2,500. There is no fee to apply and grant applications will be accepted through Friday, March 1, 2024. For additional information please call (704) 638-5235.

(d) 2024 BlockWork Event

Mayor Alexander announced the Community Appearance Commission and the Housing Advocacy Commission are accepting applications for the 2024 BlockWork event that will take place Saturday, October 26, 2024. The deadline for nominations is Wednesday, May 1, 2024. For additional information please call (704) 638-5235.

**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 9:25 p.m.

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Karen Alexander, Mayor

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Connie B. Snyder, City Clerk

Salisbury, North Carolina  
January 30, 2024

## **SPECIAL MEETING**

**PRESENT:** Mayor Karen Alexander and Council Members Harry McLaughlin, David Post and Anthony Smith. City Manager Jim Greene, Jr., City Attorney J. Graham Corriher and City Clerk Connie B. Snyder

**ABSENT:** Mayor Pro Tem Tamara Sheffield.

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 4:04 p.m.

### **ADOPTION OF THE AGENDA**

Thereupon, Councilmember Post made a **motion** to adopt the Agenda as presented. Mayor Alexander and Councilmembers McLaughlin, Post and Smith voted AYE. (4-0)

### **PIERCE FIRE ENGINE**

Thereupon, Councilmember Post made a **motion** to ratify the purchase of a Pierce Fire Engine in the amount of \$910,000 and to use Fund Balance to cover the cost of this purchase. Mayor Alexander and Councilmembers McLaughlin, Post and Smith voted AYE. (4-0)

## **CLOSED SESSION**

Thereupon, Councilmember McLaughlin made a **motion** to go into Closed Session concerning a concerning a personnel matter as allowed by NCGS 143-318.11(a)(6). Mayor Alexander and Councilmembers McLaughlin, Post and Smith voted AYE. (4-0)

## **RETURN TO OPEN SESSION**

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

## **ADJOURNMENT**

Motion to adjourn the meeting was made by Councilmember McLaughlin. Mayor Alexander and Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

The meeting was adjourned at 6:34 p.m.

---

Karen Alexander, Mayor

---

Connie B. Snyder, City Clerk

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Richard White

**Requested Agenda Item:** Adopt a Budget ORDINANCE Amendment Appropriating a Parks & Recreation donation/sponsorship to the FY2023-2024 budget for \$2000.00 to help with expenses related to the Bell Tower Green Christmas Tree.

**Description of Requested Agenda Item.** The City has received a donation/sponsorship of \$2000.00 for expenses related to the Bell Tower Green Christmas Tree. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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

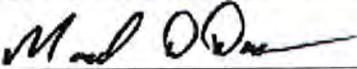
**Action Requested of Council for Agenda Item:** Adopt a Budget Ordinance amending the FY2023-2024 Budget in the General Fund of \$2000.00 for additional revenue. *(Please note if the item includes an ordinance, resolution, or petition)*

**Contact Information for Group or Individual:** Richard White 704-216-7533.

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

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

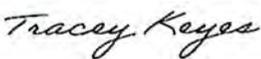
## FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

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

For Use in Clerk's Office Only

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE CITY OF SALISBURY, NORTH CAROLINA TO  
APPROPRIATE PARKS AND RECREATION DONATION

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

Section 1. The City has received a sponsorship/donation in the amount of \$2,000.00 for expenses related to the Bell Tower Green Christmas Tree. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2023-24 Budget Ordinance of the City of Salisbury, adopted on June 20, 2023 is hereby amended as follows:

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

- |     |   |                    |
|-----|---|--------------------|
| (1) | Increase line item 010-611-000-5131.05<br>BTG Recreation Programs         | <u>\$ 2,000.00</u> |
| (2) | Increase line item 010-000-000-4515.04<br>Recreation Grants and Donations | <u>\$ 2,000.00</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: 02/06/2024

Name of Group(s) or Individual(s) Making Request: Salisbury Police Dept./ Chief PJ Smith

Name of Presenter(s): Chief PJ Smith

**Requested Agenda Item:** Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$25,000 to appropriate grant funds from NC Governor's Highway Safety Program.

**Description of Requested Agenda Item:** The Police Department has received a grant from NC Governor's Highway Safety Program for \$25,000 for traffic safety efforts.

**Attachments:**  Yes  No

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

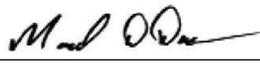
**Action Requested of Council for Agenda Item:** Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$25,000 to appropriate a Police Department grant from NC Governor's Highway Safety Program.

**Contact Information for Group or Individual:** Chief PJ Smith, SPD 704-216-7581

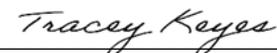
**Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

## FINANCE DEPARTMENT INFORMATION:

  
Finance Manager Signature

  
Department Head Signature

  
Budget Manager Signature

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

## For Use in Clerk's Office Only

Approved  Delayed  Declined

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE CITY OF SALISBURY, NORTH CAROLINA TO  
APPROPRIATE NC GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT

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

Section 1. The City has received funds for the police department from the NC Governor's Highway Safety Program. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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

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

- |     |  |                 |
|-----|--|-----------------|
| (1) | Increase line item 010-000-000-4463.01<br>General Police Donations | <u>\$25,000</u> |
| (2) | Increase line item 010-516-328-5011.01<br>Regular Salaries         | <u>\$25,000</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: 02/06/2024

Name of Group(s) or Individual(s) Making Request: Salisbury Police Dept./ Chief PJ Smith

Name of Presenter(s): Chief PJ Smith

**Requested Agenda Item:** Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$51,500 to appropriate a Police Department grant from Rowan County United Way.

**Description of Requested Agenda Item:** The Police Department has received the second and final installment of \$51,500 for a Community Impact Grant from Rowan County United Way for an opioid response initiative.

Attachments:  Yes  No

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

**Action Requested of Council for Agenda Item:** Adopt a Budget ORDINANCE Amendment to the FY2023-2024 budget in the amount of \$51,500 to appropriate a Police Department grant from the United Way.

**Contact Information for Group or Individual:** Chief PJ Smith, SPD 704-216-7581

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

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

## FINANCE DEPARTMENT INFORMATION:

Handwritten signature of the Finance Manager.

Finance Manager Signature

Handwritten signature of the Department Head.

Department Head Signature

Handwritten signature of the Budget Manager.

Budget Manager Signature

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

## For Use in Clerk's Office Only

Approved  Delayed  Declined

Reason:

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE CITY OF SALISBURY, NORTH CAROLINA TO  
APPROPRIATE UNITED WAY COMMUNITY IMPACT GRANT

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

Section 1. The City has received funds from Rowan County United Way. These funds will be used for an opioid response initiative in the police department. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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

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

- |     |  |                 |
|-----|--|-----------------|
| (1) | Increase line item 010-000-000-4463.01<br>Police Grants Revenue      | <u>\$51,500</u> |
| (2) | Increase line item 010-514-000-5710.00<br>Capital Outlay - Equipment | <u>\$51,500</u> |

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

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

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

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

Requested Agenda Item: Request from AT&T for an Encroachment on West Henderson Street

**Description of Requested Agenda Item:** AT&T requests approval of installation of a 4'x 5'x 6" concrete pad to place a PFP splice cabinet. The project will include hand digging 6' of 4" PVC conduit and trenching 33' of 4" PVC conduit at a minimum depth of 36". It will also include 87' of standard dry bore at a minimum depth of 36" to bury fiber optic cable along W. Henderson Street at the intersection of N. Jackson Street. City Council approval of encroachments is required by Section 11-24 (27) of the City Code.

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

- All improvements and restoration shall be made at no expense to the City.
- A \$5,000 bond will be required prior to construction within the City Limits.
- A pre-construction meeting will be required prior to construction.
- On-site inspection will be required during all critical street crossings.
- Any markers for underground facilities shall be flush with the ground.
- Lane closures shall be coordinated through the Transportation Department.
- AT&T shall participate with the State's one-call locating program, and appropriate locater tape shall be installed to facilitate future field location. SRU requires that all new facilities maintain a clear horizontal separation of at least 48" (measured edge to edge) from existing utilities, and a clear vertical separation of at least 24" from existing utilities. All crossings must be identified/potholed prior to excavation.
- Engineering "as-built" plans shall be maintained by AT&T and made available to the City upon request.
- If the City (or State) makes an improvement to the public Right-of-Way, AT&T facilities shall be adjusted or relocated at no expense to the City (or State).

Attachments:  Yes  No

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

There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment for installation of underground fiber optic cable by AT&T within the rights-of-way of W. Henderson Street at N. Jackson Street intersection per Section 11-24 (27) of the City Code.

# Salisbury City Council Agenda Item Request Form



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

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

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

## FINANCE DEPARTMENT INFORMATION:

\_\_\_\_\_  
Finance Manager Signature

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Budget Manager Signature

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

## For Use in Clerk's Office Only

**Approved**

**Delayed**

**Declined**

**Reason:**

ADDRESS: 301 W HENDERSON ST, SALISBURY NC  
 PROJECT NAME: A02DJ7P



SITE LOCATION

CONTACTS

*AT&T ENGINEER*  
**JEFFERY WOOD**  
 JW0463@ATT.COM  
 704-695-5091

*OSP DESIGNER*  
**BRYCE MARSHALL**  
 BM3550@ATT.COM  
 919-788-2449

SITE INDEX

- 1 - COVER SHEET/SITE LOCATION
- 2 - LEGEND
- 3 - GENERAL NOTES
- 4 - OSP PROJECT SHEET

SCOPE OF WORK:

PLACE NEW BURIED FIBER ALONG W HENDERSON ST. PLACE NEW BURIED PVC CONDUIT. PLACE NEW HANDHOLE AND NEW PFP CABINET.



3					AS-BUILT
2					REVISION #
1	01/19/24	JW	BM		ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING		COMMENT
SHEET TITLE : COVER SHEET					
PROJECT MANAGER:					
PROJECT ENGINEER: JEFFERY WOOD					
PROJECT NUMBER: A02DJ7P					
DESCRIPTION: 301 W HENDERSON ST, SALISBURY NC					
DRAWING NAME: PLANS ATT A02DJ7P 20240119.dwg					
CONFIDENTIAL/PROPRIETARY SHEET: 1 OF 4					

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

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

Requested Agenda Item: Request from Spectrum for an Encroachment in The Reserve at the Country Club

**Description of Requested Agenda Item:** Spectrum requests approval of installation of duct, vaults, and cable at The Reserve at the Country Club off Hawkinstown Road. The streets within the proposal include Troon Drive, Wilson Lane, Collins Court, and Langston Avenue. City Council approval of encroachments is required by Section 11-24 (27) of the City Code.

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

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

Attachments:  Yes  No

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

There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment for installation of underground facilities by Spectrum within the rights-of-way of Troon Dr, Wilson Ln, Collins Ct, and Langston Ave per Section 11-24 (27) of the City Code.

# Salisbury City Council Agenda Item Request Form



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

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

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

## FINANCE DEPARTMENT INFORMATION:

\_\_\_\_\_  
Finance Manager Signature

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Budget Manager Signature

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

## For Use in Clerk's Office Only

**Approved**

**Delayed**

**Declined**

**Reason:**

Overhill Rd

St Luke Baptist Church

Country Club Village - Smith Douglas

1912

1912

Troon Dr

Devonmere Pl

Wendemere Cr



# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Council to consider approving an amendment to an easement agreement with the property owner adjacent to the new Fire Station 3.

Description of Requested Agenda Item: In 2019, as part of the property acquisition necessary for the new Fire Station 3, the City entered into an easement agreement with an adjacent property owner. The easement agreement included many rights and responsibilities for both parties. One of the requirements was for the City to pay to replace a driveway that would have been damaged during construction. In lieu of paying to replace the driveway, the property owner has requested that the City pay the property owner the value of the driveway replacement. The property owner has decided to demolish the adjacent property rather than continuing to operate it as a rental, rendering a driveway unnecessary. City staff have analyzed the request and value the driveway replacement at \$12,000. City staff prepared an amendment to the easement agreement that removes the City's obligation to rebuild the driveway in exchange for paying the property owner \$12,000 which represents the value of the driveway. The property owner has approved the agreement.

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 authorize the City Manager to execute *Amendment No. 1 to Easement Agreement.*

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

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**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)

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# Salisbury City Council Agenda Item Request Form



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**FINANCE DEPARTMENT INFORMATION:**

*Mark Dora*

Finance Manager Signature

*[Handwritten Signature]*

Department Head Signature

*Tracy Keyes*

Budget Manager Signature

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**\*\*\*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. 1 TO EASEMENT AGREEMENT

This *Amendment No. 1 to Easement Agreement* (the “Amendment”), is made this \_\_\_ day of February, 2024 (the “Amendment”), by and between the City of Salisbury, a North Carolina municipal corporation (the “City”), and Dennis N. Bunker, III, and wife, Kathryn M. Bunker (the “Sellers”) (collectively, the “Parties”). This Amendment amends that certain *Easement Agreement* (the “Agreement”), entered into as of January 11, 2019, between the Parties.

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

1. **Acknowledgments.** The City and Sellers are parties to an Agreement dated January 11, 2019. The Agreement was entered into between the Parties to support the City’s construction of a new fire station adjacent to property retained by the Sellers. Paragraph 5 of the Agreement requires that the City replace the driveway for a residence located on Sellers’ property, as that property is more particularly described in the Agreement. Sellers are willing to relieve the City of the requirement to replace the driveway in exchange for the City paying to Sellers the Compensation set forth in this Amendment, which represents the estimated cost to replace the driveway.
2. **Compensation.** On or before February 16, 2024, the City shall pay **Twelve Thousand and 0/100 Dollars (\$12,000.00)** to Sellers.
3. **Amendment of Easement Agreement.** The Agreement is amended to remove Paragraph 5 from the Agreement, which terminates the City’s obligation to replace the driveway for Sellers.
4. **Authorization.** This Amendment is made pursuant to Section 8 of the Agreement and those signing this Amendment have the authority to do so on behalf of the respective Parties.
5. **Incorporation.** This Amendment is incorporated into and made part of the Agreement as if fully set forth in the Agreement.
6. **No other amendments.** Except as amended by this Amendment, the Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, as of the date first written above, the Parties hereto have duly executed this Amendment or have caused this Amendment to be duly executed in its corporate name by its duly authorized manager.

**CITY OF SALISBURY**  
A North Carolina Municipal Corporation

(SEAL)

By: \_\_\_\_\_  
Jim Greene, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Connie B. Snyder, City Clerk (SEAL)

**SELLERS:**

*Dennis N. Bunker, III* (SEAL)  
DENNIS N. BUNKER, III

*Kathryn M. Bunker* (SEAL)  
KATHRYN M. BUNKER

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, \_\_\_\_\_ a Notary Public of said State and County, certify that Jim Greene, Jr. appeared before me this and acknowledged that he is City Manager of the City of Salisbury, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Salisbury, the foregoing was signed in its name by its City Manager.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

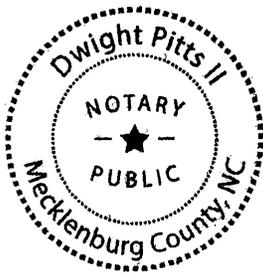
I, DWIGHT PITTS II, a Notary Public of the aforesaid County and State, do hereby certify that Dennis N. Bunker, III, and Kathryn M. Bunker, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 19<sup>th</sup> day of JANUARY, 2024.

DWIGHT PITTS II  
NOTARY PUBLIC

My commission expires: 02/19/2028

(SEAL)



# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Review and approve Public Comment Period Policy and Electronic Meeting Policy.

**Description of Requested Agenda Item:** City Council's Rules of Procedure require that the *Rules of Procedure for Public Comment Period* and the *Policy and Procedure for Remote Meetings of the Salisbury City Council* be reviewed and approved at the organizational meeting. These were not included on the organizational meeting agenda in December 2023. They need to be reviewed and re-approved by City Council. Staff has reviewed both policies and is not recommending any changes to either policy. As a reminder, remote meetings of the Salisbury City Council are not allowed unless there is a declared state of emergency.

Attachments:  Yes  No

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

None

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

Council to adopt a *Resolution Establishing Rules of Procedure for Public Comment Periods* and a *Resolution to Approve the Policy and Procedure for Electronic Meetings of the Salisbury City Council*.

Contact Information for Group or Individual: [graham.corriher@salisburync.gov](mailto:graham.corriher@salisburync.gov)

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

**Regular Agenda** (item to be discussed and possibly voted on by Council) City Attorney Report

## FINANCE DEPARTMENT INFORMATION:

\_\_\_\_\_  
Finance Manager Signature

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Budget Manager Signature

# Salisbury City Council Agenda Item Request Form

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

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**For Use in Clerk's Office Only**

**Approved**

**Delayed**

**Declined**

**Reason:**



# *City of Salisbury*

*North Carolina*

## **RESOLUTION ESTABLISHING RULES OF PROCEDURE FOR PUBLIC COMMENT PERIODS**

**WHEREAS**, the Salisbury City Council encourages all citizens to participate in the public process and values their input, ideas and suggestions; and

**WHEREAS**, the Salisbury City Council holds a Public Comment period during both of its regularly scheduled meetings each month; and

**WHEREAS**, the Salisbury City Council wishes to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings; and

**WHEREAS**, from time to time, and in accordance with its Rules of Procedure, the Salisbury City Council reviews the Rules of Procedure for Public Comment Periods and revises these as necessary to ensure that the principles outlined above are achieved in accordance with North Carolina law;

**NOW, THEREFORE, BE IT RESOLVED**, that the Salisbury City Council establishes the following Rules of Procedure for Public Comment Periods:

1. The Public Comment period will be held immediately following the Council's ceremonial matters and the adoption of the meeting agenda and consent agenda.
2. Each speaker must sign in to speak during the Public Comment period. The sign-in sheet will be available at the beginning of the meeting and will remain available until the Public Comment period ends. This paragraph does not apply for Council meetings conducted remotely.
3. For both in-person and remote meetings, speakers may participate in public comment remotely by submitting a request to the City Clerk no later than one hour prior to the start of the meeting.
4. Each speaker will have a maximum of three minutes to speak. As the presiding officer, the Mayor has the discretion to grant additional time in special circumstances.
5. A speaker may yield the speaker's time to another speaker provided the speaker has signed in for the Public Comment period, but no more than two speakers may combine time, and the same speaker may speak only once per Public Comment period. In order to avoid repetitiveness, groups are encouraged to elect a spokesperson to speak on their behalf.

6. Any related documents, printed comments, or materials the speaker wishes to distribute to Council shall be provided to the City Clerk at the time the speaker signs in.
7. Speakers shall address the Council from the speakers' table using the microphone provided and, if able, shall remain seated while addressing the Council.
8. Public Comment is not intended to require the Council to answer impromptu questions, though in the interest of advancing the principles of Public Comment outlined above, the Council may comment for up to one minute on the speaker's comments but will not engage in a conversation with the speaker. The Council will not take action on an item presented during Public Comment. When appropriate, the Council may refer inquiries and items discussed during Public Comment to the City Manager for follow up.
9. Speakers are limited to commenting on matters which are within the real or apparent jurisdiction of the Salisbury City Council.
10. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.
11. Speakers will be courteous in their language and presentation. Personal attacks will not be tolerated and will be deemed out of order.
12. Signs no larger than two square feet are permitted provided that they do not block the view of spectators, staff and City Council members. Signs shall not be mounted on a pole, stick or handle. Signs shall be made of paper, card stock, poster board or cardboard. All sign surfaces shall be flat, non-reflective materials. Signs shall not be shaken, waved or moved vigorously so as to disrupt the meeting.
13. No person shall enter the dais except upon the specific invitation of the Mayor or member of Council.
14. All previously-adopted Resolutions regarding the Salisbury City Council Rules of Procedure for Public Comment Periods are hereby repealed.

Adopted this the 6th day of February, 2024.

Karen K. Alexander, Mayor

Connie B. Snyder, City Clerk



# *City of Salisbury*

*North Carolina*

## **RESOLUTION TO APPROVE THE *POLICY AND PROCEDURE FOR ELECTRONIC MEETINGS OF THE SALISBURY CITY COUNCIL***

**WHEREAS**, on April 21, 2020, the Salisbury City Council adopted a *Policy and Procedure for Electronic Meetings of the Salisbury City Council* (the “Policy”); and

**WHEREAS**, in 2021, the Salisbury City Council further revised the Policy to ensure consistency with State laws adopted to respond to the COVID-19 pandemic; and

**WHEREAS**, City Council has reviewed the Policy to ensure it remains consistent with law and with the City’s Rules of Procedure; and

**WHEREAS**, consistent with its Rule of Procedure, the Salisbury City Council desires to approve of the existing Policy and continue it in effect until revised or repealed.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council has reviewed and approves of the *Policy and Procedure for Electronic Meetings of the Salisbury City Council*, which is incorporated into this Resolution by reference, and which shall remain in effect until revised or repealed by City Council.

Adopted this the 6th day of February, 2024.

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Karen K. Alexander, Mayor

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Connie B. Snyder, City Clerk

# ***Policy and Procedure for Remote Meetings of the Salisbury City Council***

## **1. Meetings to which this Policy applies.**

This Policy shall apply only to Remote Meetings of the Salisbury City Council, and not to any other public bodies existing under the authority of the City of Salisbury. This Policy supplements the Rules of Procedure for the Salisbury City Council. Remote Meetings may take place for any regular, special, or emergency meeting of the Salisbury City Council, subject to the conditions set forth in this Policy.

This Policy does not prohibit public bodies existing under the authority of the City of Salisbury from conducting Remote Meetings where otherwise allowed by and in accordance with law.

## **2. Definition of Remote Meeting.**

“Remote Meeting” shall mean an official meeting, or any part thereof, with between one and all of the members of City Council participating by conference telephone, conference video, or other electronic means.

## **3. Requirements of a Remote Meeting.**

- a. Participation by City Council. The method used for any Remote Meeting must allow for any member of City Council to hear what is said by the other members of City Council, to be heard by the other members of City Council, and to hear what is said by any individual addressing City Council. All members of City Council that cannot be seen by the other members of City Council during the meeting shall identify themselves when the meeting commences, prior to participating in deliberations, and prior to voting.
- b. Participation by the public. Remote meetings must be simultaneously streamed online so that simultaneous live audio, and video, if any, is available to the public. If the means of the Remote Meeting is a conference call, the City Council can provide access by providing a dial in number or by streaming the audio live.
- c. Closed sessions. Where a closed session is otherwise allowed by law, City Council may conduct the closed session by Remote Meeting. City Council is not required to provide public access to the Remote Meeting while City Council is in closed session.

## **4. Conditions necessary for Remote Meeting.**

A Remote Meeting may only be held when the Governor or the General Assembly has declared a state of emergency that covers the City of Salisbury, and when the Mayor or the City Council has declared that a state of emergency or other disaster exists within the City of Salisbury. The state

of emergency declaration or disaster declaration must be related to an event that directly affects the City of Salisbury and the ability of the City Council to meet. If no state of emergency or disaster exists, or if a state of emergency or disaster has been declared but does not directly affect the City of Salisbury or the ability of the City Council to meet, then this Policy may not be used.

#### **5. Notice of Remote Meeting.**

If a Remote Meeting is necessary, a public notice of the Remote Meeting shall be sent as part of any notice required by N. C. Gen. Stat. § 143-318.12. The public notice, in addition to the information required by N. C. Gen. Stat. § 143-318.12, shall provide:

- a. The location, if any, of the physical meeting (which is where any Councilmembers and staff able to attend the meeting in person shall gather); and
- b. The telephone number, website address, or other similar information, where a member of the public, member of the media, or others, may listen and, where possible, view the Remote Meeting in accordance with N. C. Gen. Stat. § 143-318.13; and
- c. Information about how the public may offer or submit comments for any public comment period.

The notice shall be provided in the manner required by N. C. Gen. Stat. § 143-318.12. If the Remote Meeting is being used for any part of a regular meeting that is on the meeting schedule adopted by the City Council, then the information required above shall be provided in a separate notice to be provided in accordance with N. C. Gen. Stat. § 143-318.12 and Rule 10 or Rule 11, as applicable, of the Rules of Procedure for the Salisbury City Council.

#### **6. Quorum.**

Councilmembers present in person or remotely shall be included in the calculation for determining if a quorum exists. If a Councilmember who participates remotely withdraws from the meeting, the rest of the meeting may be completed if there is still a quorum of the City Council present either in person or remotely.

#### **7. Process of opening the meeting.**

Immediately prior to opening the meeting, the Mayor, Mayor Pro Tem, or other presiding officer shall communicate with any Councilmember participating remotely and ensure that the Councilmember is prepared to begin the meeting. From that time forward until the adjournment of the meeting, the communication line or application shall be kept open. At the start of the meeting, the Mayor, Mayor Pro Tem, or presiding official shall state which Councilmembers are participating remotely.

#### **8. Voting and discussion.**

Councilmembers present for the meeting through remote means are eligible to vote for all items

considered by the City Council during the meeting. All votes shall be by roll call. Prior to taking a vote on any issue, the Mayor, Mayor Pro Tem, or other presiding officer shall inquire of each Councilmember participating remotely if the member has been able to adequately monitor the discussion, including comments from the public, if any, and shall allow each Councilmember to make any desired comments before the vote. It is the responsibility of the Councilmember to gain the attention of the Mayor, Mayor Pro Tem, or other presiding officer in order to be recognized for discussion.

#### **9. Public hearings.**

Public hearings may be held by Remote Meeting. City Council shall allow for written comments to be submitted at any time between the notice of the public hearing and 24 hours prior to the time scheduled for the beginning of the public hearing. No vote shall be taken on any matter that requires a public hearing prior to compliance with this section.

#### **10. Quasi-Judicial Evidentiary Hearings.**

Quasi-judicial evidentiary hearings may be held by Remote Meeting, subject to the following requirements:

- a. The right of an individual to a hearing and decision occurs during a declared state of emergency;
- b. All persons subject to the quasi-judicial proceeding who have standing to participate in the quasi-judicial hearing have been given notice of the quasi-judicial hearing and consent to the Remote Meeting; and
- c. All due process rights of the parties affected are protected.

#### **11. Minutes.**

The minutes of the Remote Meeting shall reflect the use of simultaneous communication, shall designate the name of each Councilmember who participated remotely, the nature of the remote participation, and the duration of the Councilmember's participation.

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: 02/06/2024

Name of Group(s) or Individual(s) Making Request: Vickie Eddleman, Traffic Engineering Coordinator on behalf of Charles Hoskins, Citizen

Name of Presenter(s): N/A

Requested Agenda Item: Council to consider amending Chapter 13, Article X, related to parking

### Description of Requested Agenda Item:

Mr. Charles Hoskins has petitioned the City of Salisbury to restrict parking along the north side of the 400 block of East Bank Street. The petition was returned with 70% of property owners being in favor of this change. Mr. Hoskins shared with staff, two of the property owners did not wish to get involved with the request and thus abstained from signing the petition. This request is being made because Mr. Hoskins' mother has difficulties getting into and out of her driveway if a vehicle is parked across from her driveway. Currently there are five unmarked, on street parking spaces along the north side, with no parking allowed on the south side of this block. If passed, this change will reduce the north side on street parking to four unmarked spaces.

Staff is recommending changes to Section 13-338 (Parking prohibited at all time) for the addition of the restriction to the north side of the East Bank Street beginning at a point sixty-six feet west of South Shaver Street, to a point eighty-nine feet west of South Shaver Street. The attached sketch outlines the recommended changes.

Attachments:  Yes  No

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

There is no budgetary impact related to this item.

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

City Council to adopt the attached Ordinance amending Section 13-338 (Parking prohibited at all time).

### Contact Information for Group or Individual:

Vickie Eddleman, 704-638-5213, [vtrou@salisburync.gov](mailto:vtrou@salisburync.gov)  
Charles Hoskins, 336-407-2600

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

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

# Salisbury City Council Agenda Item Request Form

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## 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\*\*\****

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## For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

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

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

SECTION 1. That Section 13-338, Article X, Chapter 13 of the Code of the City of Salisbury be amended to add the underlined or to delete the stricken language as follows:

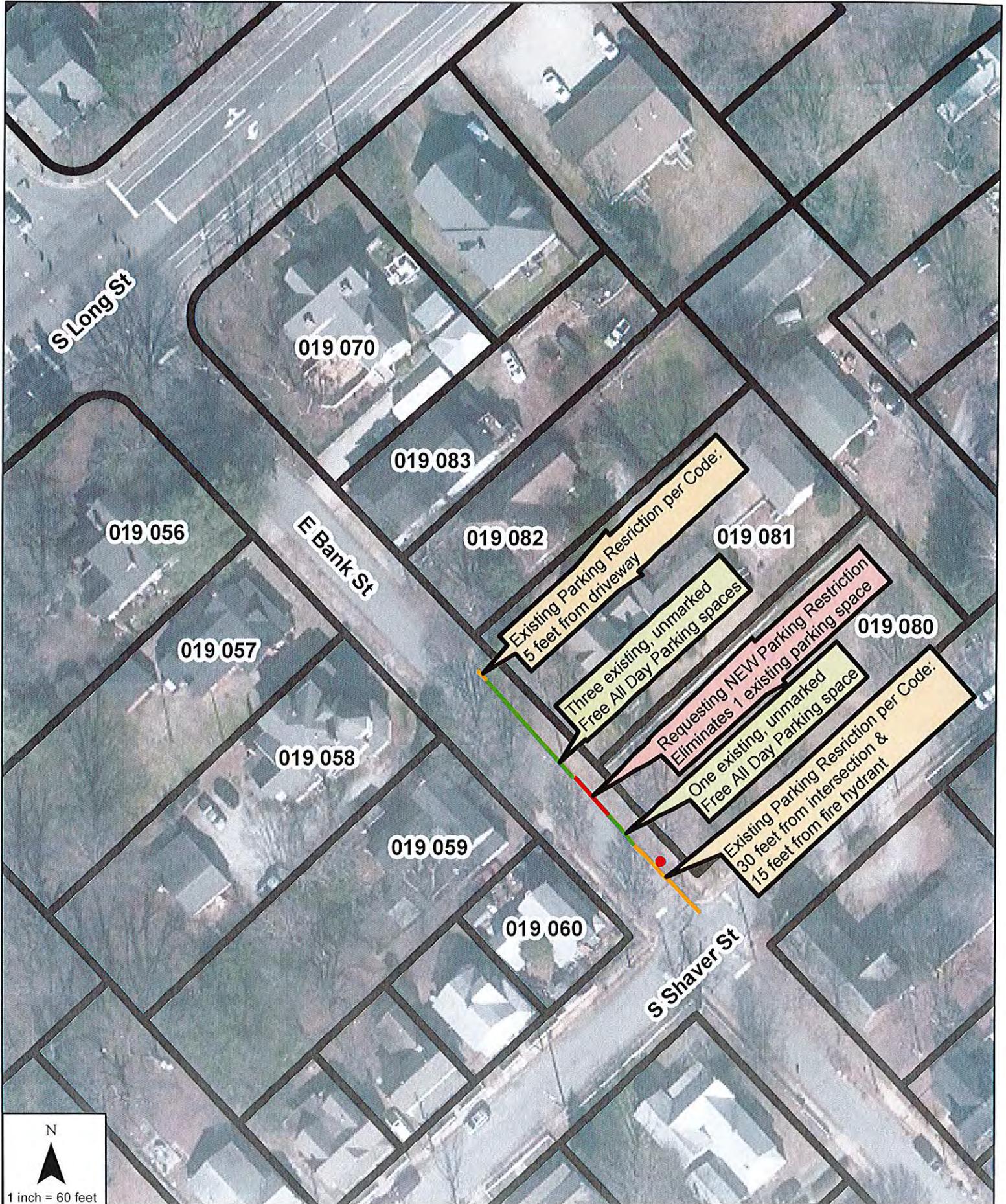
Sec. 13-338. Parking prohibited at all times

<i>Street</i>	<i>Side</i>	<i>Extent</i>
Bank St.	North	Beginning at a point 66 feet west of S. Shaver St., to a point 89 feet west of S. Shaver St.

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

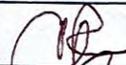
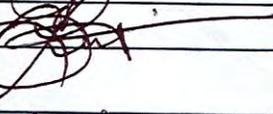
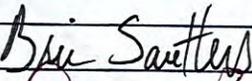
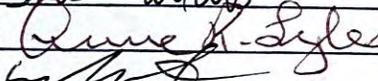
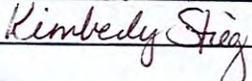
SECTION 3. That this Ordinance shall be effective upon adoption by the City of Salisbury from and after its passage.

Petition Request: Remove one existing parkign space on the north side of East Bank Street. This request would amend Section 13-338 - Parking prohibited at all times by adding a restriction to the north side of the street beginning at a point sixty-six feet (66') west of South Shaver Street to a point eighty-nine feet (89') west of South Shaver Street.



### Petition to Change Parking

We, the undersigned property owners, do hereby provide our support to change one parking space along the north side of the 400 block of East Bank Street to be restricted from parking. This request would amend Section 13-338 - Parking prohibited at all times by adding a restriction to the north side of the street, beginning at a point sixty-six (66) feet west of South Shaver Street to a point eighty-nine (89) feet west of South Shaver Street.

PARCEL	SITE ADDRESS	PROPERTY OWNER'S NAME	MAILING ADDRESS				PROPERTY OWNER'S SIGNATURE
019 083	418 E BANK ST	TUCKER THOMAS E JR	418 E BANK ST	SALISBURY	NC	28144	
019 058	419 E BANK ST	REID JEFFREY KAYLE & REID CHRISTINE MCLAUGHLIN	419 E BANK ST	SALISBURY	NC	28144	
019 082	420 E BANK ST	TFL PROPERTIES LLC	113 E FISHER ST	SALISBURY	NC	28144	
019 070	229 S LONG ST	YOUNG ROBERT J JR & TURNER VIRGINIA K	229 S LONG ST	SALISBURY	NC	28144	
019 059	425 E BANK ST	BROGAN LILY K	425 E BANK ST	SALISBURY	NC	28144	
019 060	429 E BANK ST	JAEGER PATRICIA A	429 E BANK ST	SALISBURY	NC	28144	
019 057	415 E BANK ST	SAULTERS BRIAN EZRA	415 E BANK ST	SALISBURY	NC	28144	
019 056	409 E BANK ST	LYLES ANNE R	409 E BANK ST	SALISBURY	NC	28144	
019 081	424 E BANK ST	REGISTRATO EVAN DANIEL	424 E BANK ST	SALISBURY	NC	28144	
019 080	428 E BANK ST	HISTORIC SALISBURY FOUNDATION INC	PO BOX 4221	SALISBURY	NC	28145	

If property owners wish to provide additional comments or concerns, please ask them to contact Vickie Eddleman with the Transportation Department. She can be reached at 704-638-5213 or by email at [vtrou@salisburync.gov](mailto:vtrou@salisburync.gov). We request this feedback to better inform the City Council should this petitioned request make it before them for consideration. Thank you for your assistance!

7 of 10 signed

Contact Name: Charles Hoskins  
 Contact Phone: 336-407-2600  
 Address: 215 S Shaver St, Salisbury, NC 28144

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Jim Behmer

Requested Agenda Item: Amendment to Operation Fee for the Rowan County Northeast Water System

**Description of Requested Agenda Item:** The City and County are parties to an existing Agreement for the the City to operate and maintain the Rowan County Northeast Water System (NEWS). In addition to increasing costs of operations and maintenance, the County was required to install additional infrastructure in the NEWS (specifically a chemical booster station along Long Ferry Road) that requires additional onsite inspections, chemical purchases, and additional water quality testing. The City and County desire to amend the Agreement to increase the Basic Operation Fee based on these changed circumstances and cost increases since the Agreement was executed in May 2017.

Attachments:  Yes  No

**Fiscal Note:** The increase to the maintenance fee of \$5,500 per month will allow Salisbury-Rowan Utilities to recover their monthly costs to operate and maintain Rowan County's Northeast Water System.

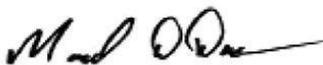
**Action Requested of Council for Agenda Item:** Council to authorize the City Manager to execute an amendment to increase the Basic Operation Fee for the Rowan County Northeast Water System from \$4,500.00 to \$5,500.00 per month effective January 1, 2024.

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

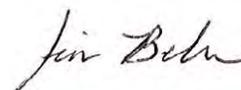
**Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

## FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

**BASIC OPERATION FEE REVISION NO. 1**

This **BASIC OPERATION FEE REVISION NO. 1**, dated as of January 1, 2024 (the "Amendment"), amends the Basic Operation Fee as set forth in Paragraph 7.d. of the *The City of Salisbury and Rowan County Agreement for Operation of the Northeast Rowan Water System* entered into the May 16, 2017 (the "**Agreement**"), by and between the City of Salisbury, a North Carolina municipal corporation (the "**City**"), and the County of Rowan, a body politic and corporate (the "**County**") (collectively, the "**Parties**").

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

1. **Acknowledgments.** The City and County are parties to the Agreement. The Agreement requires that the City operate and maintain the NEWS System. The County pays to the City, on a monthly basis, a Basic Operation Fee. Section 7.d. of the Agreement anticipates increases in the cost to the City of providing basic operations and maintenance. In addition to increasing costs of operations and maintenance, the County has caused to be installed additional infrastructure in the NEWS, specifically a chemical booster station along Long Ferry Road. The Parties desire to amend the Agreement as set forth in this Amendment to increase the Basic Operation Fee based on these changed circumstances and costs since the Agreement was entered.
2. **Amendment of Section 7.d.** Section 7.d. "Basic Operation Fee" is amended by increasing the Basic Operation Fee from \$4,500.00 to \$5,500.00 per month.
3. **Incorporation.** This Amendment is incorporated into a made part of the Agreement as if fully set forth in the Agreement.
4. **No other amendments.** Except as amended by this Amendment, the Agreement remains in full force and effect.

**IN WITNESS HEREOF**, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

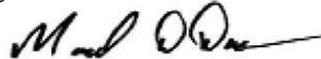
**CITY OF SALISBURY**

**COUNTY OF ROWAN**

**By:** \_\_\_\_\_  
**Jim Greene, Jr., City Manager**

\_\_\_\_\_  
**Aaron Church, County Manager**

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



\_\_\_\_\_

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Council to receive a presentation on revisions to ordinances related to panhandling.

Description of Requested Agenda Item: The City has received complaints related to panhandling within the City. City staff has prepared revisions to ordinances related to these complaints. These ordinance revisions protect the free speech rights of individuals requesting contributions and also promote the public safety and general welfare of residents and visitors.

Attachments:  Yes  No

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

Action Requested of Council for Agenda Item: No action requested.

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

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

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

## FINANCE DEPARTMENT INFORMATION:

\_\_\_\_\_  
Finance Manager Signature

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Budget Manager Signature

**\*\*\*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:

**Sec. \_\_\_\_ . - Public solicitation, begging, panhandling regulated.**

1. Definitions.

- a. *"After dark"* means the time between one-half hour after sunset until one-half hour before sunrise, as sunset and sunrise are determined by the U.S. Naval Observatory.
- b. *"Aggressive public solicitation, begging, or panhandling"* means to engage public solicitation, begging, or panhandling while engaging in the following conduct:
  - i. Confronting someone in a way that would cause a reasonable person to fear bodily harm;
  - ii. Accosting an individual by approaching or speaking to the individual in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon the person, or upon property in the person's immediate possession;
  - iii. Touching someone without the person's consent;
  - iv. Using obscene or abusive language toward someone while attempting to solicit the person;
  - v. Forcing oneself upon another by engaging in any of the following conduct: (1) continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication; (2) blocking the passage of the person solicited; or (3) otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation;
  - vi. Acting with the intent to intimidate someone into giving money;  
or
  - vii. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.
- c. *"Financial institution"* means any bank, industrial bank, credit union, or savings and loan association.

- d. *"Public solicitation, begging, or panhandling"* is any action that is conducted in the furtherance of the purpose of immediately collecting contributions for the use of one's self or others, regardless of whether the contributions are for personal, political, or charitable uses. As used in this section, *"solicit"* has the same meaning as public solicitation, begging, or panhandling.
2. Public solicitation, begging, or panhandling regulated.
    - a. Public solicitation, begging, or panhandling is permitted except where expressly prohibited.
    - b. Aggressive public solicitation, begging, or panhandling is prohibited.
    - c. Public solicitation, begging, or panhandling is prohibited in the following places where there exist heightened personal security or privacy concerns:
      - i. Within twenty (20) feet of an automated teller machine (ATM) or financial institution;
      - ii. Within ten (10) feet of a public bus stop or public transit facility, or in a public transit vehicle;
      - iii. Within ten (10) feet of a sidewalk café during operating hours unless the solicitor's presence is authorized by the proprietor;
      - iv. Within ten (10) feet of a person waiting in line to enter any building;
      - v. Within ten (10) feet of a nursery, daycare, or school.
      - vi. Anywhere after dark;
      - vii. Any other location which could give a reasonable person a reasonable, justifiable concern for the person's personal security due to congestion and close proximity to others; or
      - viii. Any other location in which a reasonable person would have a reasonable and justifiable concern for the person's privacy.
  3. Penalty. A violation of this section is punishable as a misdemeanor.

(Code \_\_\_\_\_, State Law Reference G.S. § 160A-179)

**Sec. 22-5. - ~~B~~Congregating on, blocking street or sidewalk.**

It shall be unlawful for any person to ~~loiter or congregate on the sidewalks or streets, or in any manner~~ block or obstruct, whether temporarily or permanently, ~~such~~ any sidewalk or street. For purposes of this ordinance, a sidewalk is "blocked" or "obstructed" when there is not a continuous clear width of pedestrian access of at least four (4) feet; ~~s~~ a streets ~~by stopping and interfering with pedestrians or vehicles~~ is "blocked" or "obstructed" when the regular flow of traffic is impeded.

A violation of this section is punishable as a misdemeanor.

(Code 1977, § 24-4; \_\_\_\_\_)

**Sec. 22-\_\_ - Unlawful activity in or near high-traffic or high-collision roads.**

1. Definitions.

- a. *"High-traffic road"* means a road or road segment which has an annual average daily traffic (AADT) count equal to or greater than 10,000 vehicles per day according to the North Carolina Department of Transportation's (NCDOT) AADT mapping application.
  - b. *"High-collision road"* means one of the following roads or road segments that is not a high-traffic road but which has been identified by the Salisbury Police Department as a road or road segment with a heightened risk for traffic collisions:
    - i. Faith Road between East Innes Street and Jake Alexander Boulevard.
    - ii. Arlington Street between East Council Street and Old Concord Road.
  - c. *"Physically engage"* means to exchange or attempt to exchange goods, money, information, directions, greetings, or any other form of exchange which would cause a person to psychically touch a driver or occupant, including by use of any apparatus or tool.
2. Unlawful to be in median. It shall be unlawful for any person to stand, sit, or lie on any median strip within a road or road segment, or within 100 feet of a road or road segment, that is a high-traffic road or a high-collision road.
3. Unlawful physically engagement between drivers or occupants and non-occupants. It shall be unlawful for any person to physically engage or attempt to physically engage with any driver or occupant of a vehicle while the vehicle is operating on any high-traffic road or high-collision road. It is not unlawful for a person to exchange information, directions, greetings, or otherwise communicate with any driver or occupant in a manner that does not constitute physical engagement.
4. Exception. This section shall not apply to anyone performing work within the roadway where such work is authorized by the NCDOT or the City of Salisbury.
5. Penalty. A violation of this section is punishable as a misdemeanor.

(Code \_\_\_\_\_)

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

Name of Group(s) or Individual(s) Making Request: Transportation Department and Salisbury-Rowan Utilities (SRU)

Name of Presenter(s): Transportation Director Wendy Brindle and Utilities Director Jim Behmer

Requested Agenda Item: Purchase of two pieces of equipment.

**Description of Requested Agenda Item:** The Transportation Department is responsible for maintenance of 91 signalized intersections, 142 city-owned street and parking lot lights, festoon lighting, and installation of various flags and banners. Staff is also on call 24/7, 365 days per year and must respond to a signal malfunction or damage within 2 hours of notification. We currently operate with two bucket trucks, one 2010 F-550 and one 2017 F-550. In recent years, both trucks have been in and out of the shop on multiple occasions. When two trucks are not operational, it is difficult for staff to meet the demands of their jobs. Recently, staff had to rent a truck to complete the mast arm replacement at Innes and Church Streets. Fleet has worked with staff to ensure operations could continue, and a new F-550 was approved and ordered in October 2023 and expected to arrive between August and November, 2024.

Our existing 2017 truck has recently been out of service for approximately 4 weeks. During this time, Fleet has identified an Altec model AT41M articulating aerial device mounted on a 2024 Ford F-550 chassis. The unit is also four-wheel drive and includes a materials lift on the bucket, which are amenities our existing trucks do not have. The cost to purchase the unit is \$195,978.00, and it can be delivered in July 2024. Therefore, Transportation requests to use previously appropriated fund balance to purchase this vehicle. When both trucks are received, the 2010 truck will be taken out of service, and the 2017 truck will remain in use as a back-up.

Salisbury-Rowan Utilities (SRU) needs to replace an existing sewer vacuum truck that was taken out of service due to extensive repairs being required. SRU has the opportunity to purchase an available unit that is ready for delivery. This equipment is critical and will allow SRU to complete cleaning and inspection of the sanitary sewer collection system. Joe Johnson Equipment provided a quotation in the amount of \$524,130. This vehicle is included on the NC Sheriff's Association contract and the Finance Department confirms the purchase meets purchasing requirements.

Attachments:  Yes  No

**Fiscal Note:** Funds would come from previously appropriated General Fund Balance to purchase the bucket truck. The truck is available on the Sourcewell Contract# 2300929 and meets all procurement statutes. The sewer vacuum truck is included on the NC Sheriff's Association contract.

**Action Requested of Council for Agenda Item:** Council to consider authorizing the City Manager to approve the purchase of an Altec model AT41M articulation aerial device mounted on a 2024 Ford F-550 chassis for \$195,978 using General Fund Balance and to authorize the City Manager to approve the purchase of a combination sewer cleaning truck for SRU at a total cost not to exceed \$524,130, using SRU reserves and to approve a Budget Ordinance Amendment for \$524,130.

**Contact Information:** Wendy Brindle, 704-638-5201, [wbrin@salisburync.gov](mailto:wbrin@salisburync.gov) and Jim Behmer, 704-638-5202, [jbehm@salisburync.gov](mailto:jbehm@salisburync.gov)

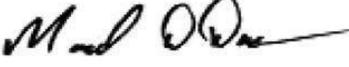
**Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

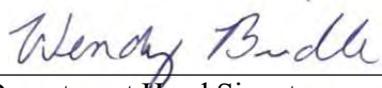
**Regular Agenda** (item to be discussed and possibly voted on by Council)

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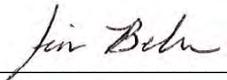
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**FINANCE DEPARTMENT INFORMATION:**

  
\_\_\_\_\_  
Finance Manager Signature

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Budget Manager Signature

  
\_\_\_\_\_  
Department Head Signature

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

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**For Use in Clerk's Office Only**

**Approved**

**Delayed**

**Declined**

**Reason:**



Quote Number: 1376912  
 Opportunity Number: 23009292  
 Sourcewell Contract #: 110421-ALT  
 Date: 1/19/2024

Quoted for: City of Salisbury  
 Customer Contact:

Phone: / Email:

Quoted by: Brian Chen

Phone: / Email:

Altec Account Manager: Ivan Whitfield

REFERENCE ALTEC MODEL		Sourcewell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$205,024

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-AWD	All Wheel Drive	\$6,739
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$843
2	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED	\$1,554
3			
4			
5			
6			
7			
8			
<b>SOURCEWELL OPTIONS TOTAL:</b>			\$214,160

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	AT41M F550 4x4 Auto	\$0
8	OTHER	Altec Model year Price Change	-\$18,897
<b>OPEN MARKET OPTIONS TOTAL:</b>			-\$18,897

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$195,263**

**Delivery to Customer: \$715**

**CA Doc/Admin/Tire Fees:**

**Estimated Taxes :**

**TOTAL FOR UNIT/BODY/CHASSIS: \$195,978.00**

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 7 months ARO, FOB Customer Location

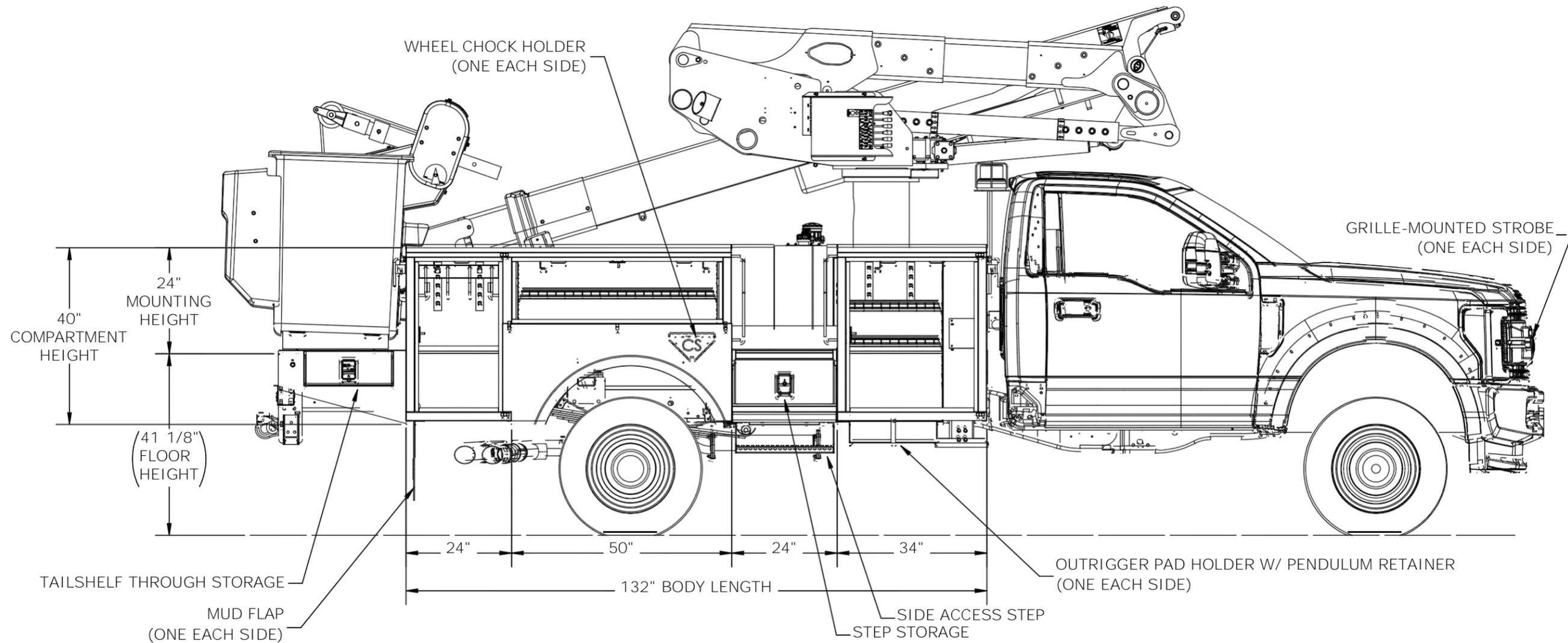
**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

**BUILD LOCATION:** Creedmoor, NC





UNIT: AT41M  
 SUBBASE HEIGHT: 6 IN + 1 IN  
 BODY CROSSMEMBERS: 8 IN  
 FLATBED CROSSMEMBERS: \_\_\_\_\_  
 CHASSIS MAKER: FORD  
 CHASSIS MODEL: F550 REG CAB  
 CHASSIS YEAR: 2017+

APPROVAL PRINT STAMP

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NOTE: ANY CHANGES MAY AFFECT PRICE

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BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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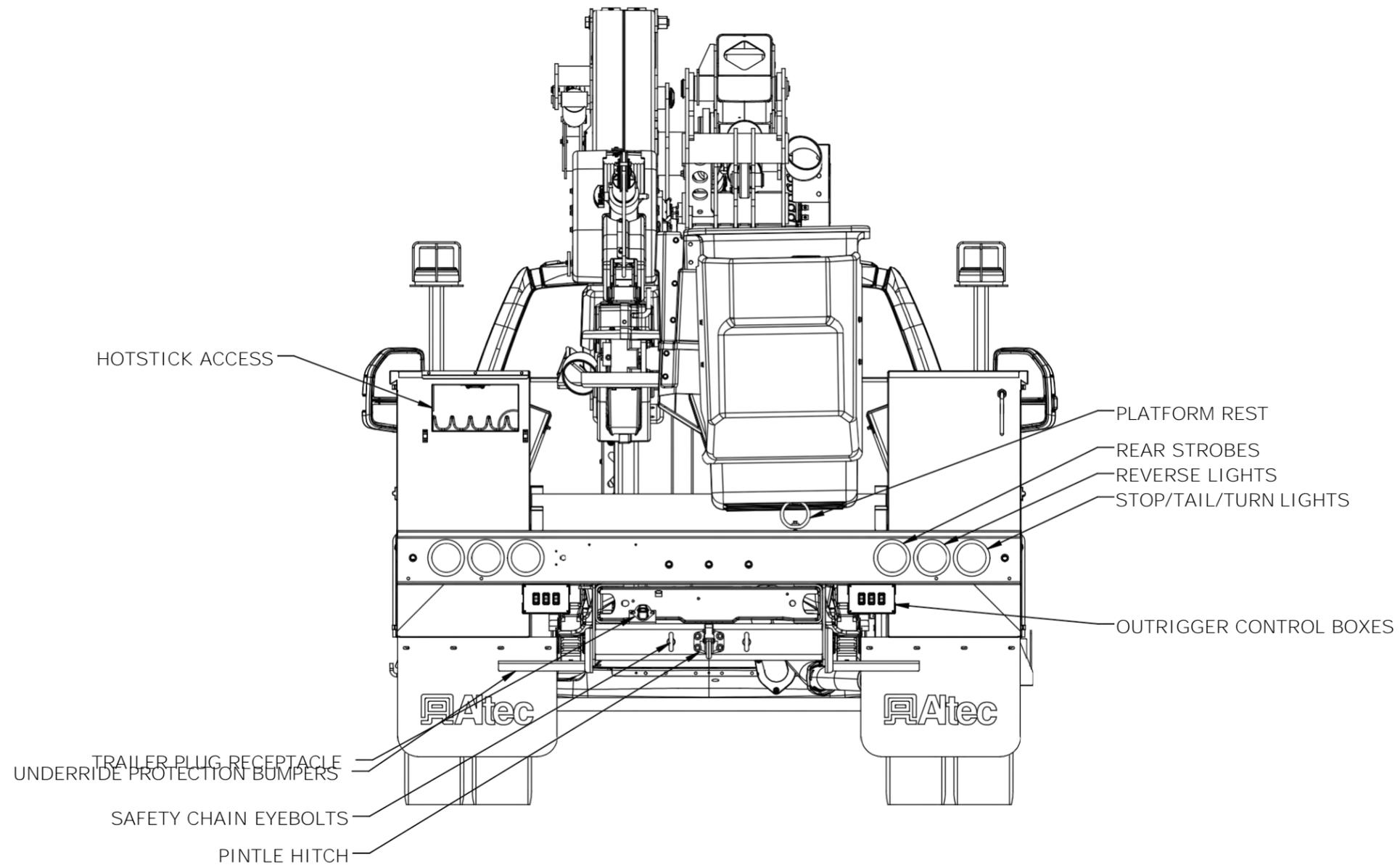
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NAME	DATE	SHEET
DRAWN BY: G.MARRINER	12/2/2016	2 OF 8
CHECKED BY:		



TITLE: SALES DRAWING FOR ALTEC STOCK ALTEC BODY LGSS-132-84(81)

SCALE	SIZE	NUMBER	REV
1:25	2	990339351	C



UNIT: AT41M  
 SUBBASE HEIGHT: 6 IN + 1 IN  
 BODY CROSSMEMBERS: 8 IN  
 FLATBED CROSSMEMBERS: \_\_\_\_\_  
 CHASSIS MAKER: FORD  
 CHASSIS MODEL: F550 REG CAB  
 CHASSIS YEAR: 2017+

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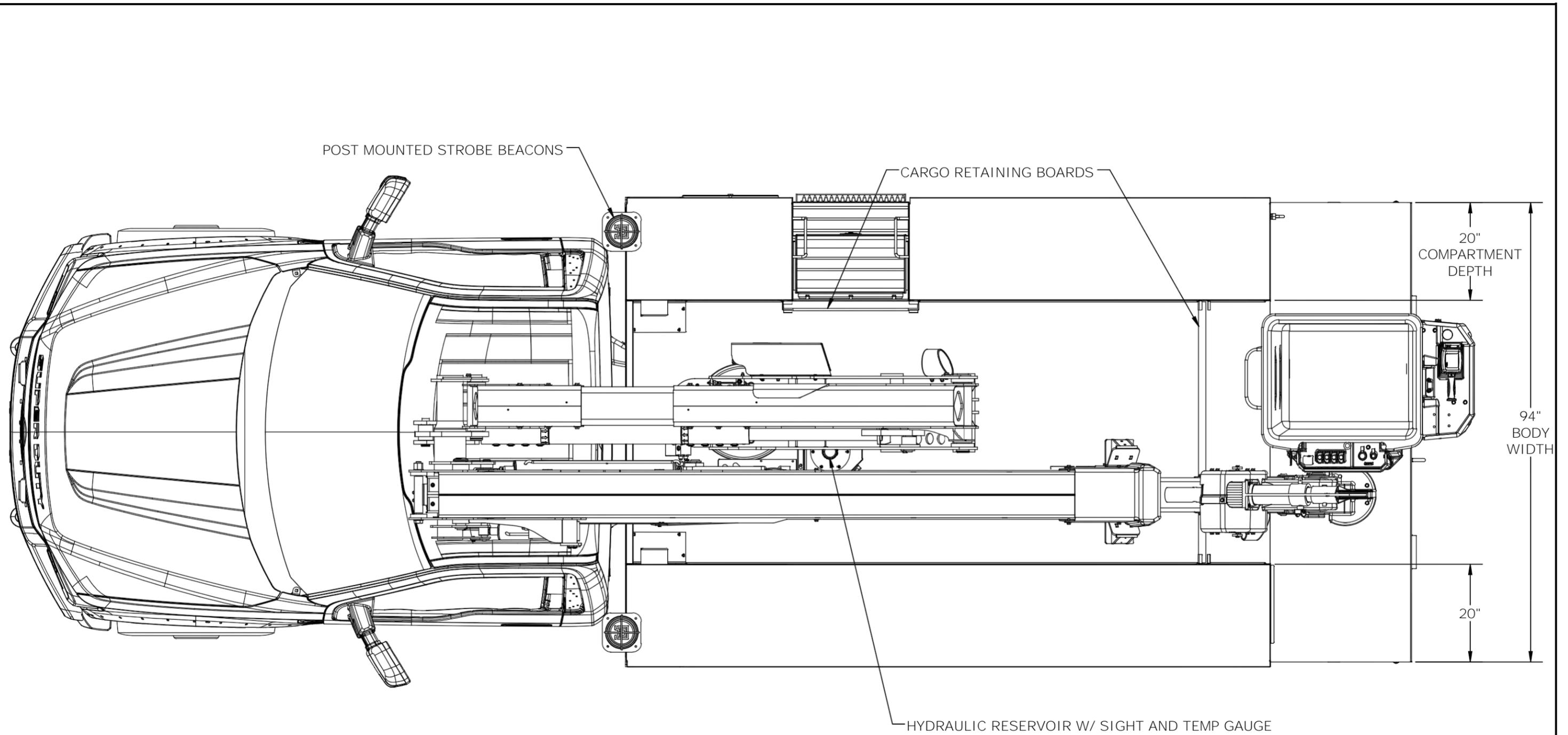
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NAME	DATE	SHEET
DRAWN BY: G.MARRINER	12/2/2016	3 OF 8
CHECKED BY:		

**Altec** Altec Industries, Inc.  
 210 Inverness Center Drive  
 Birmingham, AL 35242

SCALE	SIZE	NUMBER	REV
1:20	2	990339351	C



UNIT: AT41M  
 SUBBASE HEIGHT: 6 IN + 1 IN  
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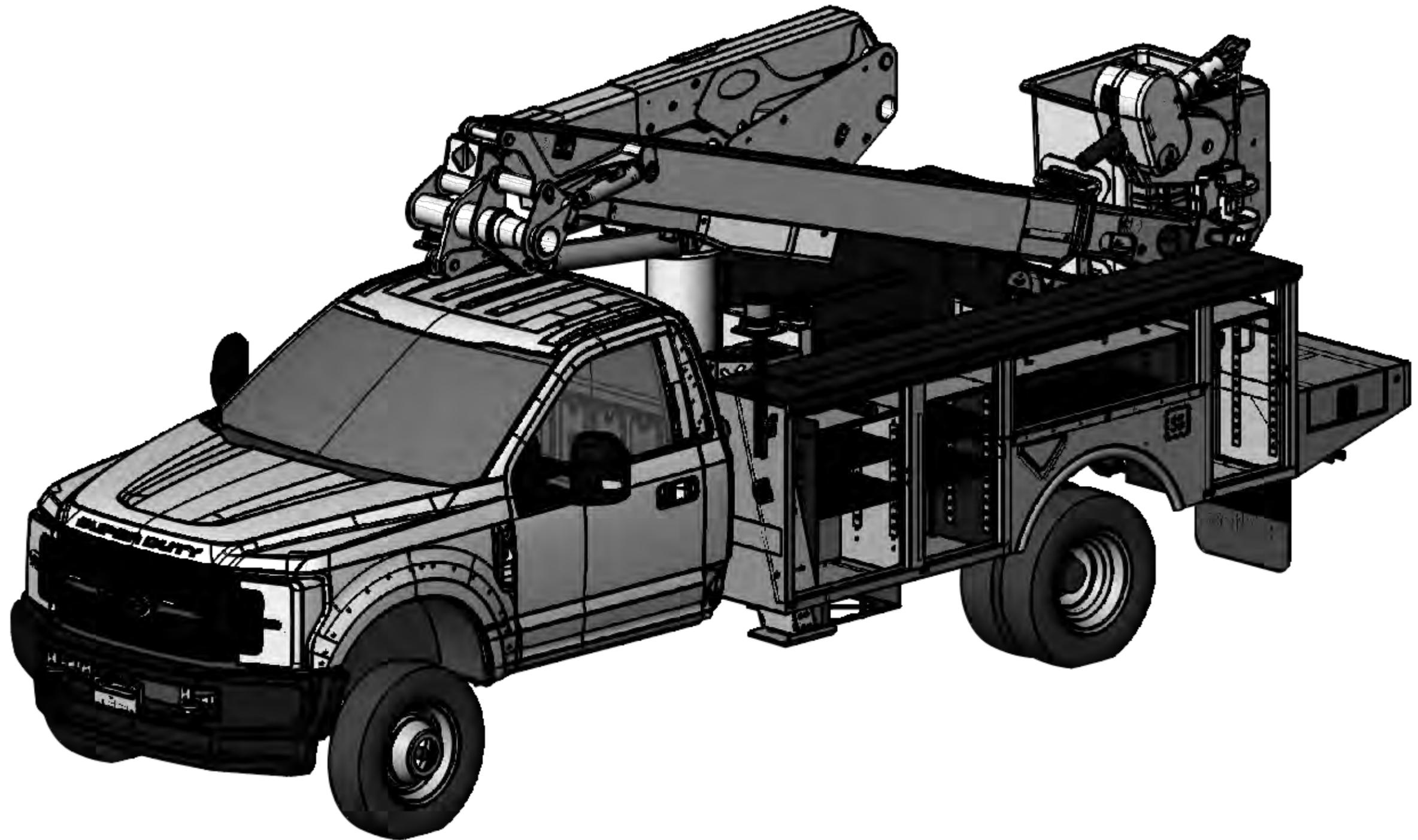
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CHECKED BY:		

**Atec** Altec Industries, Inc.  
 210 Inverness Center Drive  
 Birmingham, AL 35242

TITLE: SALES DRAWING FOR ALTEC STOCK  
 ALTEC BODY LGSS-132-84(81)

SCALE	SIZE	NUMBER	REV
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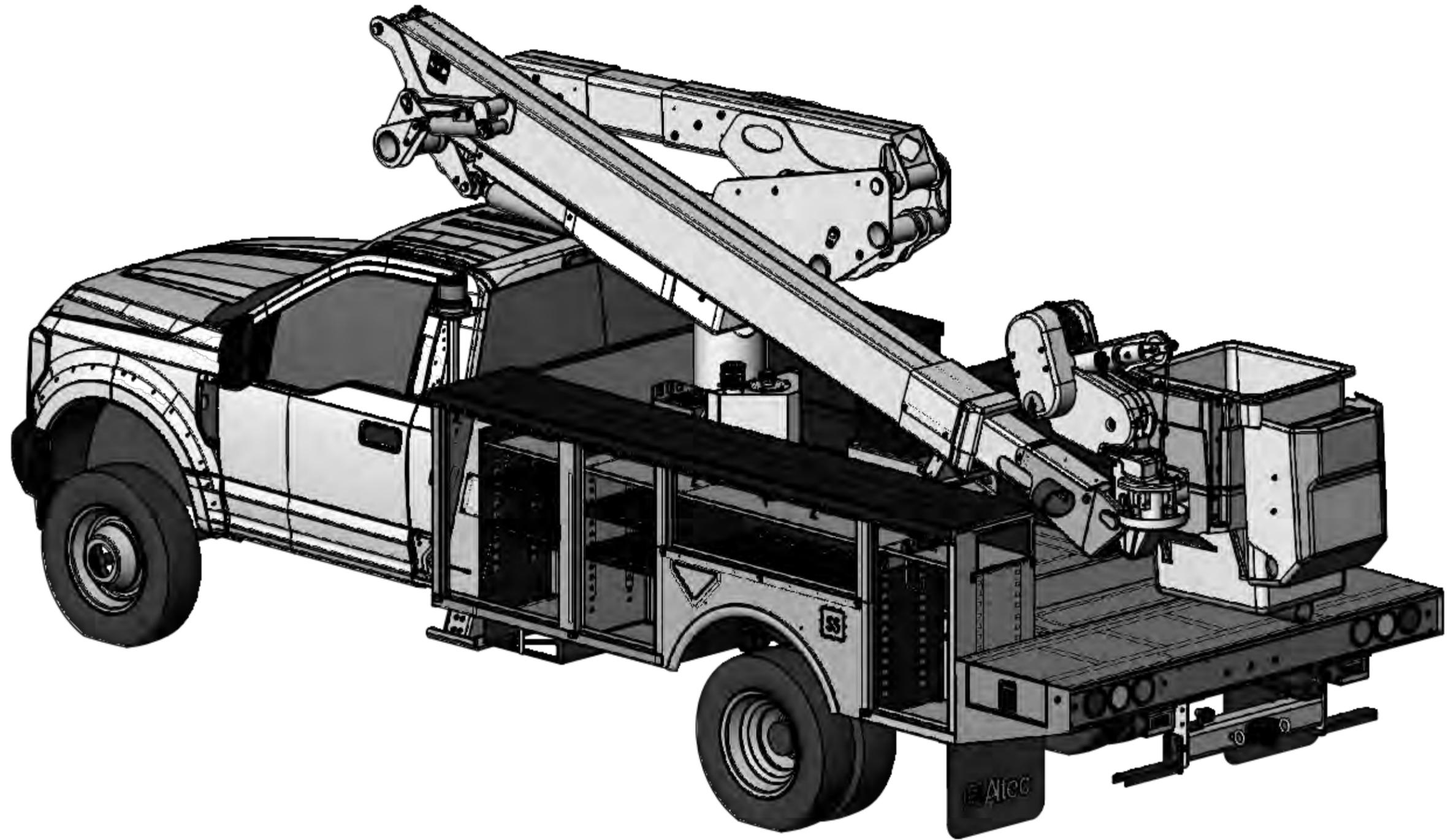
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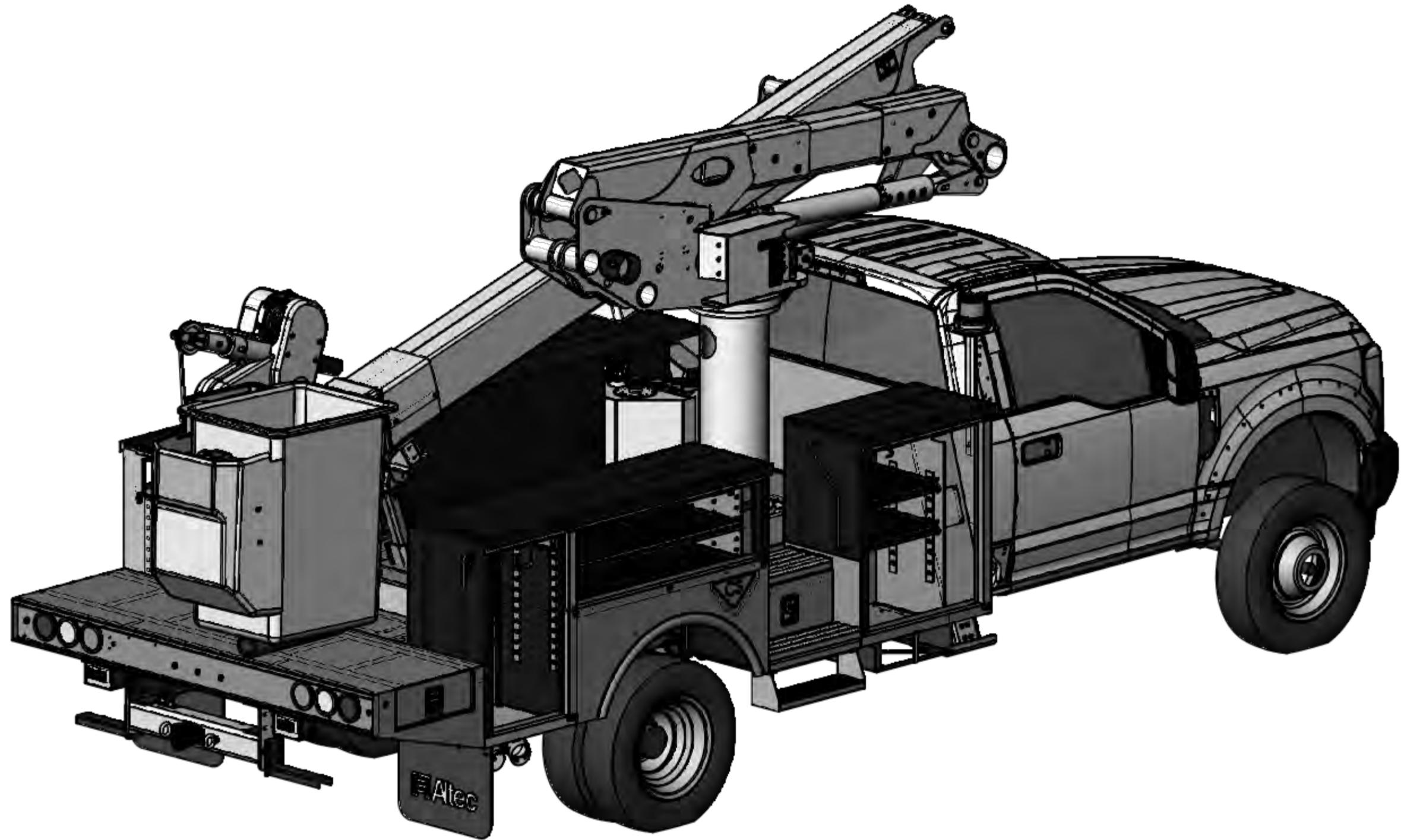
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NAME	DATE	SHEET
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CHECKED BY:		



TITLE: SALES DRAWING FOR ALTEC STOCK  
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DRAWN BY: G.MARRINER	12/2/2016	8 OF 8
CHECKED BY:		



TITLE: SALES DRAWING FOR ALTEC STOCK ALTEC BODY LGSS-132-84(81)

SCALE	SIZE	NUMBER	REV
1:20	2	990339351	C

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE  
OF THE CITY OF SALISBURY, NORTH CAROLINA TO  
APPROPRIATE FUND BALANCE TO PURCHASE A NEW SEWER VACUUM TRUCK

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

Section 1. Appropriate Fund Balance for a New Sewer Vacuum Truck.

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

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

- |     |  |            |
|-----|--|------------|
| (1) | Increase line item 031-000-000-4999.99<br>Appropriated Fund Balance  | \$ 524,130 |
| (2) | Increase line item 031-813-000-5710.00<br>Capital Outlay - Equipment | \$ 524,130 |

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.



Subsidiary of Federal Signal Corporation

704-289-6488



[jjei.com](http://jjei.com)



[info@jjei.com](mailto:info@jjei.com)



4519 Old Charlotte Hwy. Monroe NC 28110



October 26, 2023  
Quote: 0223051

City of Salisbury, NC

**Re: Vactor 2100i Positive Displacement (PD) Combination Vacuum Truck- Stock# U005152**

**Dear Purchasing Director,**

We would like to take this opportunity to thank you for your interest in Joe Johnson Equipment (JJE) and Vactor's industry-leading line of innovative sewer cleaning equipment.

JJE is pleased to present the following quotation to provide one (1) 12yd Vactor 2100i PD Combination Sewer Cleaning Unit mounted on a Western Star 47X Chassis, per NCSA Contract 24-08-0421, Item #820.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should additional information be required.

Respectfully Submitted,

Rusty Brines  
Regional Sales Manager  
**Joe Johnson Equipment**  
Cell: 980-239-8008  
[rbrines@jjeusa.com](mailto:rbrines@jjeusa.com)



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



## QUOTATION

To supply and deliver one (1) 12yd Vactor 2100i, 12yd Vactor 2100i PD Combination Sewer Cleaning Unit mounted on a Western Star 47X Chassis, equipped as described below:

### **Debris Body**

- 12yd Debris Body Capacity
- Ex-Ten Steel Cylindrical Debris Tank
- Suction Tube Storage, Curbside-2 Pipe, Rear Door-2 Pipe
- Flat Rear Door w/ Hydraulic Locks and Door Power Up / Power Down / Open / Close
- Dual 10" Stainless Steel Float Shut Off System / Rear Mounted in the Body
- Double Acting Dump Hoist Cylinder
- External Liquid Float Level Indicator
- Debris Body Vacuum Relief System
- Interior Debris Deflector Plate
- 60" Dump Height for Dumping in Dewatering Bins
- Flat Rear Door w/Hydraulic Open/Close & Locks
- Module Paint Wet-on-Wet (DuPont)
- Body Up Indicator/Alarm

### **Water System**

- 80 GPM @2,500PSI Water System
- Standard 1,000 Gallons
- Multi-Flow Variable Pressure Water System
- Performance Package (Hydraulic Variable Flow, Dual PTO's, Dual Hyd Pumps)
- Curbside Mounted Water Pump
- 3" Y-Strainer with 25' Fill Hose
- 3" Y-Strainer @ Water Pump with 3" Drain Valve
- Flexible Hose Guide
- 3 Nozzles with Carbide Inserts with Nozzle Rack and 1" Nozzle Pipe Extension
- Water Sight Tubes on Curbside
- Water relief valve 1"
- Accumulator System for Jet Rodder Water System
- Low Water Light with Alarm and Water Pump Flow Indicator

---

**Clean Air. Clean Water. Clean Streets.**



Subsidiary of Federal Signal Corporation

704-289-6488



[jjei.com](http://jjei.com)



[info@jjei.com](mailto:info@jjei.com)



4519 Old Charlotte Hwy. Monroe NC 28110



### *Vacuum System*

- Single Engine Design for Maximum Performance and Fuel Efficiency
- Roots 824 - 18" High-Performance Positive Displacement Blower
- High Efficiency Triple Stainless Steel Micro-Strainers Prior to Blower
- Blower Air Shift Controls
- Hot Shift Blower Drive

### *Boom System*

- Post Type Front Bumper Boom Storage
- Joystick Control for Boom Function – One (1) Front
- Boom Out Position Indicator/Alarm

### *Hose Reel*

- Hydraulic Extended 15", Rotating Hose Reel, 1" X 800' Capacity
- Hose Reel Manual Hyd Extend/Retract
- Hose Reel Drive Chain Cover (Full)
- Front Mounted Control Including the Following Controls and Gauges:
- Water Pump On / Off with 3 Position Flow Switch
- Chassis Throttle Control
- Boom Joystick Control
- Vacuum Relief Control
- Full Multi-Flow Control
- Chassis Tachometer and Hour meter
- Blower Tachometer and Hour meter
- Hour Meter for Water Pump Operation
- Hour Meter for PTO Operation
- Digital Water Pressure Gauge

### *Electrical & Safety Systems*

- Color Coded and Function Heat Stamped Sealed Electrical System
- IntuiTouch Electronic Package
- Circuit Breakers
- LED Body Lights - Clearance, Back Up, Stop, Tail & Turn

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**Clean Air. Clean Water. Clean Streets.**



Subsidiary of Federal Signal Corporation

Electronic Back-Up Alarm

704-289-6488 [jjei.com](http://jjei.com) [info@jjei.com](mailto:info@jjei.com)

4519 Old Charlotte Hwy. Monroe NC 28110



### Additional Options

- Additional Water 1300 Gal Total 12yrd
- Remote Pendant Control with 35' Cord
- Debris Washout
- 6" Rear Door Knife Valve w/Camloc 3.00 position
- 6" Rear Door Knife Valve with camloc w/port 6.00 pos.
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack Curbside 8" pipe
- Rear Door Splash Sheild
- Lube Manifold
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- 180 Deg 10ft Telescoping Boom
- Bellypack Wireless controls with hose reel controlls, 2-way comm & LCD display
- Cold weather recirculator PTO Driven 25 GPM
- 600' x 1 piranha sewer hose 2500 psi in lieu of STD
- Rodder pump drain valves
- Wireless, Waterproof, rechargeable, Handheld, LED Spot Light w/ 12v Charger
- Rear mounted LED beacon light w/ Limb Guard
- Front mounted LED Beacon light w/ Limb Guard
- Worklights (2) LED boom
- Toolbox behind cab 16w 30h 96d
- Toolbox driver side chassis frame 60w 24h 24d
- Vanguard System- Dealer Installed
- Hydo Excavation Kit

**Purchase Price .....\$524,130.00**

**Terms & Conditions**

**\*Strictly Subject to Availability and Prior Sale\***

**\*Subject to revision based on events beyond our control due to wildly fluctuating material prices\***

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Salisbury, NC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

**Quotation valid for 7 days**

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**Clean Air. Clean Water. Clean Streets.**

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

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

Requested Agenda Item: Street Lighting and Mast Arms – Main Street Project

**Description of Requested Agenda Item:** In June 2023, City Council approved a design contract with ESP Associates for the design of Main Street Improvements between Kerr and Horah Streets. The design, which is anticipated to be complete this summer, will address constructability and impacts to downtown with appropriate phasing recommendations, as well as plan for upgrades of aged infrastructure, installation of amenities to improve pedestrian safety and aesthetics, and provide innovative solutions for lighting and maintenance.

As part of the evaluation of street lights and mast arms along Main Street, the consultant provided a comparison of Duke Energy versus City-owned lights. Currently, the highway and pedestrian street lights, as well as the traffic signal mast arms within the project area, are leased from Duke Energy. In September 2022, Duke Energy provided a conceptual layout and cost estimate for budgeting purposes for Main Street project lighting upgrades. The City's design consultant used this information to compare Duke-owned lighting to City-owned lighting, and concluded that there is not a significant margin of savings between the initial installation of facilities. However, there is a significant difference in the design and utility freedom that the City will have owning a metered lighting system, as well as a slight savings to projected monthly costs.

Duke Energy currently offers 15 fixture styles and 7 pole choices City has the option to choose from literally hundreds of fixtures and pole options, and can easily include decorative banner arms, flag holders and receptacles. Lighting with "smart" features can also be incorporated into the streetscape, and mast arms can be decoratively coordinated with the lights selected. In addition, a City-owned lighting system will also be an electric network behind the meter that the City can use for other functions. Please see the attached letter from Southeastern Consulting Engineers, Inc. for a more comprehensive comparison.

Attachments:  Yes  No

**Fiscal Note:** This will not impact the current budget. However, the addition of approximately 118 decorative and roadway lights would warrant the need for an additional traffic signal technician in a future fiscal year. Based on current salaries, this position would be about \$65,000 per year including benefits

**Action Requested of Council for Agenda Item:** Council to consider authorizing staff to move forward with a design to include City-owned lighting and mast arms for the Main Street Project

**Contact Information for Group or Individual:** Wendy Brindle, 704-638-5201, wbrin@salisburync.gov

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

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

# Salisbury City Council Agenda Item Request Form

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## 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\*\*\****

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### For Use in Clerk's Office Only

Approved

Delayed

Declined

**Reason:**



# Southeastern Consulting Engineers, Inc.

September 5, 2023

Wendy Brindle, PE  
Transportation Director  
City of Salisbury  
132 N. Main Street  
Salisbury, North Carolina 28144

Ref.: Cost/Benefit of Duke Energy vs.  
City Maintained Lighting

Dear Wendy:

As part of the Main Street Streetscape Design team, Southeastern Consulting Engineers has been asked to provide information that will help the City decide whether to continue outsourcing lighting to Duke Energy or to install City owned and maintained electric systems. Recently Duke reported that their existing equipment is too old to effectively repair and keep in operation. Duke also expects that much of the duct and wiring below grade will need to be replaced as a result of the streetscape project. The City already has experience maintaining lighting system in other sections of downtown. The following more specifically addresses initial cost, ongoing charges and benefits of using either Duke furnished or City furnished lighting systems on the forthcoming project on Main Street from Horah Street to Kerr Street.

## Initial Cost

In September, 2022 Duke furnished the City a lighting layout and cost estimate that included new traffic mast arms and lighting. The lighting plan consisted of 76 single acorn lights, 26 roadway fixtures mounted on poles, and 16 roadway fixtures mounted on the mast arm poles between Horah and Kerr. Duke currently offers 15 fixture styles and 7 pole choices. Slightly more decorative options are included in these offerings but the estimate included a single LED open acorn fixture and LED roadway fixtures mounted on plain round aluminum poles. We expect the City would prefer more decorative poles on Main Street, but we are assuming similar system for this comparison.

The total up front cost of the Duke lights is \$386,941.04. For contractor installation of similar lights on foundations we estimate total cost to be \$399,880.00. Neither of these estimates include construction of the duct bank system required to power these lights. Duke has not yet

designed their proposed system to furnish this cost. Our experience is that Duke considers such construction as for profit, retail including taxes and markup of their contractor charges. Hiring a contractor directly on behalf of our municipal clients has always been at least 20% cheaper than Duke construction costs.

### Monthly Charges

In addition to initial charges, Duke applies a monthly charge per light, in perpetuity, for electricity and maintenance. Duke estimates charges of \$2,480.68 per month for the lighting system proposed. In contrast, the City would only pay for metered electricity if they own the lights. We are assuming four meter points in the project area and that the City electric bill will average \$2,167.50 per month.

### Other Benefits

The chief benefit of the Duke installed system is their responsibility to maintain the lighting system once installed. Since the City already stocks and maintains several decorative lights, the value of Duke carrying this task is diminished. The City reports that they can address repair of any issues with their own crews much more quickly than Duke has been recently responding.

If the City chooses to own the lighting system many other options are available. Instead of only 15 fixtures the City can literally choose from hundreds of fixture and pole options to more closely match historical and other preferences. Poles can also be selected with decorative banner arms, flag holders, receptacles, and many other accessories. Mast arms can be decoratively coordinated with lights selected.

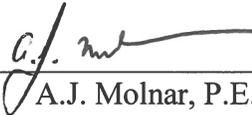
The City owned lighting system will also be an electric network behind the meter that the City can use for other functions. Receptacles in or near the fixtures can power Christmas or other holiday lighting. Wires can be sized to offer EV charging in parking areas or festival services in planters.

In summary, if the Duke initial charges has not changed much in our volatile economy, there is not a significant margin of savings between Duke installed lights and incorporating City owned lights in streetscape construction. There are ongoing savings of \$350 per month with City owned lights. The greatest difference, though, is the design and utility freedom that the City will have owning the metered lighting system.

We hope this is helpful and can provide more detail, if needed. We look forward to assisting the City on this project.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  \_\_\_\_\_  
A.J. Molnar, P.E.  
Vice President

AJM/lc

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Jim Behmer

Requested Agenda Item: Utility Construction Crew Support Services Contract

**Description of Requested Agenda Item:** Salisbury-Rowan Utilities (SRU) received two (2) proposals from qualified utility contractors in response to a Request for Proposals (RFP) issued on November 28, 2023 for Utility Construction Crew Support Services. The intent of this contract is for a licensed utility contractor to provide a qualified crew to utilize City-owned equipment and City-supplied materials to perform tasks typically completed by City staff (water/sewer taps, repairs, emergency response, etc.) The need for this contract is due to current staffing levels within SRU's Collection and Distribution Systems division. Proposals were reviewed and scored per the criteria outlined in the RFP. Central Carolina Underground, Inc. submitted the higher scoring proposal. Compensation is based on hourly rates, and SRU is recommending awarding a contract in an amount not to exceed \$250,000 for the remainder of FY24.

Attached is the RFP, both proposals, and the scoring matrix.

Attachments:  Yes  No

**Fiscal Note:** Funds were allocated in SRU's FY24 operating budget for this contract.

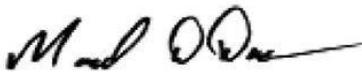
**Action Requested of Council for Agenda Item:** Council to consider awarding a contract to Central Carolina Underground, Inc. in an amount not to exceed \$250,000 for utility construction crew support services for Salisbury-Rowan Utilities.

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

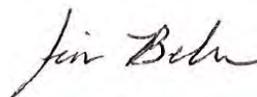
**Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

## FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature

# Salisbury City Council Agenda Item Request Form

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*Tracey Keyes*

\_\_\_\_\_  
Budget Manager Signature

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

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**For Use in Clerk's Office Only**

**Approved**

**Delayed**

**Declined**

**Reason:**



**City of Salisbury  
North Carolina**

**Request For Proposals (RFP) 025-2024  
for Utility Construction Crew Support Services**

**November 28, 2023**

**1. SUMMARY**

- 1.1. Request for Proposals (RFP): The City of Salisbury, is hereby inviting Proposals from qualified Contractors with proven experience and expertise to provide Utility Construction Crew Support Services to the City to supplement City staff. The scope of work is defined herein.
- 1.2. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from The City of Salisbury Internet Web Page under **RFPs and Bids** at: <https://salisburync.gov/Government/Finance/Bids-and-Purchasing>
- 1.3. Period and Terms of Contractual Agreement: The City of Salisbury will negotiate a Contract with the selected Contractor based on the submitted Proposal. A sample City Contract is included as Exhibit C. The time period for the Contract will be a minimum 1-year Contract with up to four 1-year Renewal Options. The City reserves the right to issue future RFPs and/or bids for additional utility construction work as needed.
- 1.4. Qualifications-Based Contractor Selection Process: The City of Salisbury will select the Contractor based on the submitted Proposals as further defined herein.
- 1.5. City of Salisbury M/WBE Program: It is the policy of the City to provide minorities and women equal opportunity to participate in all aspects of City contracting and purchasing programs, to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin, and to conduct its contracting and purchasing programs so as to prevent any discrimination. The Responder to this RFP agrees that should it not be able to perform all elements of this contract with its own work forces without use of subcontractors, it will notify the City and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to regional MWBE and North Carolina certified Historically Underutilized Business firms to compete for and perform subcontracts. If the Responder to this RFP

proposes to perform the total contract with its own work force and without the use of subcontractors it will be required to submit information sufficient for the City to determine that it is a normal business practice of the contractor to perform all elements of the contract with its own work force without the use of subcontracts or that the contractor in fact has demonstrated its capabilities to perform all elements of the contract with its own work force without the use of subcontracts by providing a copy of contracts of a similar nature performed within the past three years. Such contractors will not be required to subcontract or document good faith efforts to do so. It is the intent of the City's program and the Department's outreach efforts to widen opportunities for historically underutilized businesses. The Department encourages submitting firms to pursue strategic partnering arrangements that support the utilization of M/WBE firms either at a local or regional level. Specific inquiries regarding this program should be directed to Mrs. Gayla Long in Finance at (704) 638-5305.

- 1.6. Pre-Submittal Conference: A virtual pre-submittal conference will be conducted at 10:00 AM, **December 8, 2023**. Responders shall send a meeting invite request to Blake Jordan at [blake.jordan@salisburync.gov](mailto:blake.jordan@salisburync.gov). **ATTENDANCE IS OPTIONAL**.
- 1.7. Questions: Questions regarding this RFP shall be submitted in writing by email to Blake Jordan at [blake.jordan@salisburync.gov](mailto:blake.jordan@salisburync.gov) **no later than 5:00 pm, December 13, 2023**. Questions received after this date and time will not be considered for response. Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package. Prospective firms are strictly prohibited from contacting any City official or employee regarding this RFP, except in the manner prescribed above. Violation of this provision may result in disqualification of the firm's submittal.
- 1.8. Due Date: Proposals in response to this Request are due to the City **no later than 5:00 PM, Wednesday, December 20, 2023**. Earlier responses are welcome and appreciated.

## 2. SCOPE OF CONSULTANT SERVICES

- 2.1. Scope of Consultant's/Contractor's Services: The Scope of Consultant's/Contractor's Services, as currently envisioned by the City, are detailed in Exhibit A of this RFP.

## 3. COMMERCIAL

- 3.1. Insurance Requirements: Any Contract entered into as a result of this Request will require the Contractor to obtain and maintain certain minimum insurance coverage. Without limiting any liabilities or other obligations of proposer, successful proposers performing as independent Contractors hereunder, shall be fully responsible for providing statutory Worker's Compensation, \$1,000,000 General Liability, and \$1,000,000 Automotive Liability coverages. The successful proposer(s), if any, must provide a Certificate of Insurance within fifteen (15) calendar days after notification of award. Certification must include: name and address of insurance company (must be authorized to conduct business in North Carolina or be named on the List of Authorized Insurance maintained by the NC Department of Insurance), policy number, and liability coverage and amounts.

## 4. PROPOSAL SUBMITTAL REQUIREMENTS

- 4.1. General: One digital copy, in PDF format, of the written proposal clearly identified as **Request for Proposals for Utility Construction Crew Support Services, Submitted to: Jason Wilson, Salisbury-Rowan Utilities (SRU) Assistant Director** via e-mail at [jason.wilson@salisburync.gov](mailto:jason.wilson@salisburync.gov) on or before **5:00 PM Local Time, Wednesday, December 20, 2023**. Email can consist of drop box link to the PDF file if it is too large to send via email.
- 4.2. **Proposals must be limited to no more than 10 numbered pages, excluding the cover**

**page, cover letter and the completed Exhibit B.**

- 4.3. In the interest of fairness to all the Contractors submitting Proposal documents and to allow for the City's timely review, **Proposals received after the scheduled receipt time stated above will not be opened.** All Proposals received become the property of the City and will not be returned. Early submission of Proposals is welcome and appreciated.
- 4.4. Proposal Organization: To facilitate the City's objective review of the Proposals from different Contractors, the Contractors are requested to organize the main document using a standardized format. Each Proposal should contain the following:
  - 4.4.1. A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.
  - 4.4.2. Project Team and Experience: Please identify the project team members proposed for these services to include all personnel listed in Exhibit B (include alternate personnel as applicable). Please include brief resumes of each proposed project team member (paragraph form is acceptable) to describe their experience with utility construction. Please include the number of years of experience for each team member and provide specific utility construction projects that each person has worked on in the region. Further, identify any City projects that the team members have worked on in the last five years. In addition, please confirm that the proposed team members will be available and committed to the City's work at all times for the duration of this Contract. Refer to Exhibit A for details and requirements for the team members.
  - 4.4.3. Terms and Conditions of the Contract: The City proposes to use a standard City of Salisbury contract for professional services. The City of Salisbury sample professional services contract is enclosed as Exhibit C. Payment will be made based on the hourly rates submitted in Exhibit B of the Proposal. Should the Contractor have any special or unusual contract conditions or limitations, the City should be advised of these in this section of the Proposal. Also note your understanding of and commitment to the City's M/WBE program.
  - 4.4.4. Proposed Personnel and Hourly Rates – Exhibit B: Please include Exhibit B with your Proposal. Please complete all requested information including listing the proposed project team members for each labor classification and their corresponding hourly labor rates.

**5. SELECTION OF CONSULTANT / CONTRACTOR**

- 5.1. General: This Request does not commit the City to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The City will require the selected Contractor, to participate in negotiations of the fees for the project and to submit such scope, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services described in this document with its own work force. The City also reserves the right to issue future Request for Proposal (RFP) and solicit responses from firms not selected as part of this process.
- 5.2. Qualifications-Based Selection Criteria: Proposals are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The City reserves the right to request an interview with any Contractor during the selection process. Should the City see the need to interview Contractors, the Contractor will be notified as early as possible in the proposal review process. The selection criteria are as follows:
  - (30%) Project team and capabilities (strength and experience on similar projects)

- (30%) Commitment of team members to the City’s work
- (15%) Past performance on City of Salisbury projects by team members
- (25%) Project pricing (Exhibit B)
- Any special or unusual Terms and Conditions for the contract

5.3. Rating and Selection Team: The following individuals will comprise the team responsible for reviewing and rating the proposals that are submitted:

- Jason Wilson, SRU Assistant Director
- Blake Jordan, SRU Project Manager
- Ashley Webb, SRU Senior Engineer
- Randy Allman, SRU Systems Operations Manager

5.4. Schedule for the Selection Process: The following is the anticipated schedule for the Consultant(s) selection process:

<b>Item</b>	<b>Date</b>
City of Salisbury issues RFP	November 28, 2023
Pre-Submittal Conference	December 8, 2023
Deadline for Questions	December 13, 2023
Answers to Questions/Addendum	December 15, 2023
Proposals due to City	December 20, 2023
Contract Award	January 16, 2024
Contract Execution	January 31, 2024
Notice to Proceed	February 1, 2024

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Utility Construction Crew Support Services**

##### **Project Description**

The Salisbury-Rowan Utilities (SRU; Owner) has lost in-house utility construction staff over the last few years since the pandemic. SRU is not able to keep up with demands for utility (water and sewer) installations and repairs. To address the lack of in-house staff and to keep up with demands, SRU is requesting proposals from qualified Contractors to provide Utility Construction Crew Support Services.

Specifically, SRU is requesting four utility construction crew members to be dedicated to SRU to install and/or repair water and sewer infrastructure throughout SRU's service area. The four crew members will form one Utility Construction Crew and be comprised of a foreman, equipment operator, and two laborers. The work to be performed by the Utility Construction Crew may include anything water or wastewater (sewer) related, including but not limited to, installing new water and sewer services and taps/connections, replacing water valves and hydrants, repairing main water lines and sewer lines, repairing water services and sewer service laterals, replacing water meters, addressing sewer blockages, repairing sewer manholes, etc. The proposed crew members should have experience performing a wide variety of water and sewer repairs and installations.

The Contractor shall provide a utility truck(s), basic tools (shovels, rakes, manhole hooks, hand tools, etc.), steel boots, vests, hard hats, miscellaneous items needed by the crew such as cell phones and email service for the crew members, etc. for the Utility Construction Crew. SRU will provide all other equipment necessary to perform the work, including tools other than basic tools provided by the Contractor, backhoes, loaders, dump trucks, compaction equipment, traffic control devices, safety equipment including confined space entry equipment and trench safety/trench boxes/shoring systems, fuel, etc. SRU will also provide all materials necessary to perform the work, including piping, fittings, valves, couplings, manhole components, etc. The Contractor, under this Proposal, will provide the labor to perform the work.

The labor being provided by the Contractor will be considered "contract labor", meaning that the Utility Construction Crew members will remain on the Contractor's payroll and the Contractor will be responsible for all payroll, payroll taxes, FICA taxes, tax withholdings and filings, fringe benefits, workers compensation insurance, etc. SRU will pay the Contractor for the labor at the hourly rates proposed in Exhibit B which shall cover all costs related to each crew member. SRU will not pay for time off due to vacation time, sick time or observed holidays – that will be the responsibility of the Contractor (as applicable). The Utility Construction Crew will be included on SRU's automobile insurance policy as the crew members will be operating SRU's vehicles and equipment.

Work procedures and experience requirements are further described herein.

##### **Work Implementation**

The Utility Construction Crew will report to SRU's operation center daily. SRU and/or its consulting engineer(s) will issue work to the Utility Construction Crew in the form of a work order. The work to be performed by the Utility Construction Crew may include anything water or wastewater (sewer) related. Sufficient work will be issued to provide the Utility Construction Crew with 40 hours of work for the week – partial work weeks (less than 40 hours of billable time) will not occur unless jointly agreed to by

SRU and the Contractor. It is SRU's intent that the Utility Construction Crew will be needed full-time for most weeks of the year, if not every week of the year (minus SRU observed holiday weeks). SRU will notify the Contractor of any weeks that the Utility Construction Crew is not needed at least two (2) weeks in advance. SRU will notify the Contractor of observed holidays for the current year in January of that year. SRU will not pay for time off due to vacation time, sick time or observed holidays.

The crew foreman and/or the Contractor (or other crew member) shall notify SRU's project manager/designated contact person any time a crew member calls in sick or is out on vacation. The foreman/Contractor shall notify SRU of any planned vacations at least two (2) weeks in advance so that SRU can determine the impact on the crew and the potential work for that week. Substitute crew member(s) (if available) may be required to fill in for the absent crew member(s) depending on the work to be done, or the work may have to be delayed. If the work for the week cannot be done due to the absent crew member(s), it is possible that no work will be issued for the week, in which case SRU will not pay for any work during that week. SRU will work closely with the Contractor to minimize any such downtime for everyone's benefit. Potential alternate employees (if available) should be listed in Exhibit B.

### **Work Hours**

The standard work week shall be considered 40 working hours, Monday through Friday. The standard workday shall be considered 8 hours from 7:30 am to 3:30 pm to include a 15 minute break for lunch (lunch to be eaten on the job site). If a 30 minute lunch is desirable, the workday shall extend to 4:00 pm. There may be times when work has to extend beyond 3:30 pm and/or occur on the weekends due to the location and/or extent of the work. When 40 hours is reached for the week, the work will cease unless SRU approves additional hours for that week. It is possible that some work weeks could end prior to Friday.

SRU will not pay overtime. All work will be paid at the standard hourly labor rates proposed in Exhibit B. If 40 hours are exceeded in a given week, SRU may choose to reduce the work hours the following week by the same amount so that the 2-week period equals 80 hours. If agreeable to all parties and/or necessary to complete the needed work, SRU may authorize additional work hours beyond 80 hours. SRU must approve all overtime work prior to it occurring. As stated previously, SRU will pay the proposed standard hourly labor rates in Exhibit B for all hours worked (including hours in excess of 80 hours for the 2-week period). The Contractor shall be responsible for compensating their employees for overtime pay in accordance with federal and state labor law requirements.

### **Emergency Work**

Emergencies will occur from time-to-time after-hours (nights and weekends) requiring the Utility Construction Crew to mobilize to perform the needed work. SRU's project manager will notify the Contractor/crew foreman when the emergency occurs and will specify the needed work. The Utility Construction Crew will be SRU's main resource for performing the work, so the Contractor and Utility Construction Crew must be committed to meeting SRU's emergency needs. The Contractor shall have backup personnel available if needed to assist with emergencies. Addressing emergencies is critical for SRU and critical to the success of this working relationship.

Exhibit B includes an Emergency Labor Rate for responding to and addressing emergency situations. The Emergency Labor Rate will be paid for all after-hours work on emergency situations identified by SRU. If the work occurs and/or continues during standard working hours, the standard labor rate will be paid. Compensation for emergency work shall begin upon arrival at SRU's operation center or the job site (if the crew mobilizes directly to the job site).

### **Payment to the Contractor**

The crew foreman shall maintain daily logs/reports of the work performed and the time on the job each day. The reports shall be delivered to SRU's project manager at the end of each day via email.

The Contractor shall submit invoices to SRU every two weeks (or every four weeks if so desired by the Contractor). The invoice shall include Monday through Sunday for the work period and not follow the calendar for the month. The invoice shall identify the period of services and include billing for each hour worked per crew member classification for that period. Invoices shall be for only one person for each labor category for the period worked unless otherwise approved by SRU (for example, the Contractor may only bill for one Laborer II and one Laborer I even if Laborer I meets the experience requirements of Laborer II).

### **Utility Construction Crew Requirements**

Four Utility Construction Crew team members are being requested under this RFP – one foreman, one equipment operator, and two laborers. All crew members must have documented utility construction experience specifically working on water and sewer systems. The Contractor must submit with their proposal resumes and similar project experience for each crew member to document their experience and demonstrate compliance with the requirements presented below.

The Contractor shall list each proposed crew member in Exhibit B and confirm that they meet the experience requirements. The Contractor shall also note which crew members have a CDL Class A (minimum). Upon review of the Proposal, SRU may request an interview/meeting with the Contractor and the proposed crew members to discuss the work, project specifics, and the crew members' experience. After the work is underway, SRU reserves the right to require the Contractor to replace any crew member whose work is not satisfactory. SRU will notify the Contractor in writing of any such crew member, and the Contractor is expected to promptly replace any such crew member with someone who is satisfactory with SRU. Depending on the crew member, work may have to cease until the replacement is in place (in particular the foreman).

Required experience for each Utility Construction Crew team member is presented below. All crew members shall be trained and certified in OSHA Trench Safety and Confined Space Entry as well as all DOT, erosion control and other regulatory certifications.

- **Foreman:** The Foreman shall have at least 10 years of construction experience in water and sewer construction and at least five (5) years operating as a crew foreman/superintendent in charge of the crew and planning and implementing the work. The Foreman shall be English-speaking, shall have a cell phone with texting and email capabilities, and shall have an email address and be capable of using email for communicating and transferring information with SRU. SRU will communicate directly with the Foreman on the required work, and the Foreman must be able to implement the work with little oversight, including planning the work (SRU will call in utility locates), confirming/determining what materials and equipment are needed, communicating with property owners and the public, communicating with other utilities impacted by the work on site, setting up and performing the required traffic control (SRU will develop the traffic control plans and obtain necessary permits), performing the work including providing oversight and supervision, performing and certifying all acceptance tests, documenting the work and communicating the completed work back to SRU including inventory used on the project, completing and submitting required paperwork, defining and performing the needed restoration, and all other work required to successfully plan and implement the work. The Foreman must also have a CDL Class A (minimum) and be able to operate the equipment on the job to supplement the equipment operator and to provide backup if the operator is not on site.

- Equipment Operator: The Equipment Operator shall be English-speaking and have at least 10 years of construction experience in water and sewer construction and at least five (5) years operating typical utility construction equipment including rubber-tired backhoes, trackhoe excavators, loaders, skid steers, compaction equipment, etc.
- Laborer II: The Laborer II shall have at least five (5) years of construction experience in water and sewer construction and shall be experienced in pipe installation, survey and grade/laser equipment, pipe bedding and compaction, etc.
- Laborer I: The Laborer I shall have at least two (2) years of construction experience in water and/or sewer construction and shall be experienced in pipe installation, survey and grade/laser equipment, pipe bedding and compaction, etc.

### **Hourly Labor Rates – Exhibit B**

The labor being provided by the Contractor will be considered “contract labor”, meaning that the Utility Construction Crew members will remain on the Contractor’s payroll and the Contractor will be responsible for all payroll taxes, FICA taxes, tax withholdings, fringe benefits, workers compensation insurance, etc. SRU will pay the Contractor for the labor on an hourly rate to include all costs and expenses associated with that crew member performing work on SRU’s projects.

As previously stated herein, the Standard Labor Rates listed in Exhibit B shall be paid for all work performed. SRU will not pay overtime. When emergencies occur, the Emergency Labor Rate shall be paid.

### **Contract Duration and Renewal**

The initial Contract shall have a duration of one (1) year. At SRU’s option, the Contract may be renewed. This option is made available to the Contractor as an incentive to provide quality workmanship and productive performance. Near the end of the current Contract, SRU maintains the option to renew the Contract for an additional 1-year Contract if the Contractor’s workmanship and performance are satisfactory; both parties agree to the renewal; and there is a need to renew the Contract. This Contract may be renewed up to four (4) additional 1-year Contract Periods.

The decision to renew or not to renew the Contract lies solely with SRU. The decision will be made with 90 days remaining in the Contract Period. Prior to the expiration date of the initial contract or any subsequent Renewal, the Contractor may request price adjustments to be effective during the upcoming Contract Period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the Contract term prior to the proposed term. There is no guarantee that price increases will be approved by SRU. The new prices will be applied at the start of the new Contract period.

### **Proposal Submittal**

Interested Contractors shall submit written proposals (10 page maximum limit excluding the cover letter and Exhibit B) to address the following:

- 5.4.1. Cover Letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.

- 5.4.2. Project Team and Experience: Identify the project team members proposed for these services to include all personnel listed in Exhibit B. Include alternate personnel as applicable (alternates not required). Include brief resumes of each proposed project team member (paragraph form is acceptable) to describe their experience with utility construction and to demonstrate that the required experience requirements are being met. Include the number of years of experience for each team member and provide specific utility construction projects that each person has worked on in the region. Further, identify any City projects that the team members have worked on in the last five years. In addition, confirm that the proposed team members will be available and committed to the City's work at all times for the duration of this Contract.
- 5.4.3. Terms and Conditions of the Contract: The City proposes to use a standard City of Salisbury contract for professional services. The City of Salisbury sample professional services contract is enclosed as Exhibit C. Payment will be made based on the hourly rates submitted in Exhibit B of the Proposal. Should the Contractor have any special or unusual contract conditions or limitations, the City should be advised of these in this section of the Proposal. Also note your understanding of and commitment to the City's M/WBE program.
- 5.4.4. Proposed Personnel and Hourly Rates – Exhibit B: Include Exhibit B with your Proposal. Complete all requested information including listing the proposed project team members for each labor classification and their corresponding hourly labor rates.

**Exhibit B**

**PROPOSED PROJECT TEAM AND HOURLY LABOR RATES**

**Proposed Project Team:**

<u>Category</u>	<u>Name</u>	<u>Meets Experience Requirements?</u>	<u>CDL?</u>
<u>Crew Foreman:</u>			
Primary:	_____	_____	_____
Alternate:	_____	_____	_____
<u>Equipment Operator:</u>			
Primary:	_____	_____	_____
Alternate:	_____	_____	_____
<u>Laborer II:</u>			
Primary:	_____	_____	_____
Alternate:	_____	_____	_____
<u>Laborer I:</u>			
Primary:	_____	_____	_____
Alternate:	_____	_____	_____

**Hourly Labor Rates:**

	<u>Standard Labor Rate</u>	<u>Emergency Labor Rate</u>
Crew Foreman:	\$_____ per hour	\$_____ per hour
Equipment Operator:	\$_____ per hour	\$_____ per hour
Laborer II:	\$_____ per hour	\$_____ per hour
Laborer I:	\$_____ per hour	\$_____ per hour

**Submitted By:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Person

**Exhibit C**  
**SAMPLE SERVICES CONTRACT**

This contract for services (the “Contract”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the **City of Salisbury**, a North Carolina municipal corporation (“**City**”), and [CORPORATE NAME PROVIDER] (“**Provider**”) (collectively, the “Parties”).

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

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services [SEE EXHIBIT A] (the “Services”). Provider shall, at its own sole cost and expense, perform and provide all the labor and services necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, to operate equipment provided by the City pursuant to this Agreement, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Qualifications of Provider as to Equipment Provided by the City. Provider shall be fully skilled and qualified and possess the requisite licenses to operate any equipment provided by the City pursuant to this Agreement. Provider agrees that it is using the equipment at its own risk and shall inspect the equipment prior to use and notify the City of any issues with the Equipment.
- d. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider in the amount or at the rate of [SEE EXHIBIT B] once all services have been rendered in accordance with the terms of this Contract. With the City’s written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.
- c. Equipment. The City agrees to make available, at no cost to the Provider, specialized equipment owned and maintained by the City and deemed necessary to complete the Services. Provider agrees to inspect the equipment prior to use and notify the City of any concerns about the equipment.

- d. Materials and Supplies. The City agrees to make available, at no cost to the Provider, any and all materials and supplies deemed necessary to complete the Services.
3. Term. The Services will be provided from [INSERT MONTH, DATE, AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.
4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the City to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.
5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to [INSERT NAME AND ADDRESS], for review and approval.
6. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract.
10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control

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

12. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The Parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Nondiscrimination. By signing this Contract, Provider, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Provider further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Provider further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Provider with reference to the subject matter of this Contract.
16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City.

Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.

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

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

**CITY OF SALISBURY**

**PROVIDER**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE:** \_\_\_\_\_  
\_\_\_\_\_

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

**Utility Construction Crew Support Service RFP** (025-2024)

	Project team and capabilities (strength and experience on similar projects)	Commitment of team members to the City's work	Past performance on City of Salisbury projects by team members	Project pricing	Any special or unusual Terms and Conditions for the contract	Total
<i>Company</i>	max. 30%	max. 30%	max. 15%	max. 25%	<i>Add comments if necessary</i>	<i>max. 100%</i>
<i>Central Carolina Underground</i>	28	27.5	15	25	N/A	95.5
<i>Carolina Siteworks</i>	27	25	13	20	N/A	85



**City of Salisbury  
North Carolina**

**Request For Proposals (RFP) 025-2024  
for Utility Construction Crew Support Services**

**November 28, 2023**

**1. SUMMARY**

- 1.1. Request for Proposals (RFP): The City of Salisbury, is hereby inviting Proposals from qualified Contractors with proven experience and expertise to provide Utility Construction Crew Support Services to the City to supplement City staff. The scope of work is defined herein.
- 1.2. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from The City of Salisbury Internet Web Page under *RFPs and Bids* at: <https://salisburync.gov/Government/Finance/Bids-and-Purchasing>
- 1.3. Period and Terms of Contractual Agreement: The City of Salisbury will negotiate a Contract with the selected Contractor based on the submitted Proposal. A sample City Contract is included as Exhibit C. The time period for the Contract will be a minimum 1-year Contract with up to four 1-year Renewal Options. The City reserves the right to issue future RFPs and/or bids for additional utility construction work as needed.
- 1.4. Qualifications-Based Contractor Selection Process: The City of Salisbury will select the Contractor based on the submitted Proposals as further defined herein.
- 1.5. City of Salisbury M/WBE Program: It is the policy of the City to provide minorities and women equal opportunity to participate in all aspects of City contracting and purchasing programs, to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin, and to conduct its contracting and purchasing programs so as to prevent any discrimination. The Responder to this RFP agrees that should it not be able to perform all elements of this contract with its own work forces without use of subcontractors, it will notify the City and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to regional MWBE and North Carolina certified Historically Underutilized Business firms to compete for and perform subcontracts. If the Responder to this RFP

Jason.Wilson@salisburync.gov  
**CENTRAL CAROLINA UNDERGROUND INC**

**436 TUCKERS GROVE RD  
STATESVILLE NC 28625**

Steve Owen President

Proposal for Utility Const. Crew Support Services

**Exhibit B**

**PROPOSED PROJECT TEAM AND HOURLY LABOR RATES**

**Proposed Project Team:**

<u>Category</u>	<u>Name</u>	<u>Meets Experience Requirements?</u>	<u>CDL?</u>
<u>Crew Foreman:</u>	<u>Gary</u>		
Primary:	<u>Oberholzer</u>	<u>Yes</u>	<u>Yes</u>
Alternate:	<u>Luis Ignacio</u>	<u>Yes</u>	<u>NO</u>
<u>Equipment Operator:</u>	<u>Chris</u>		
Primary:	<u>Sliske</u>	<u>Yes</u>	<u>NO</u>
Alternate:	<u>Rene Santiago</u>	<u>Yes</u>	<u>NO</u>
<u>Laborer II:</u>	<u>Omar</u>		
Primary:	<u>Avila</u>	<u>Yes</u>	<u>NO</u>
Alternate:	<u>Miguel Gavarret</u>	<u>Yes</u>	<u>NO</u>
<u>Laborer I:</u>	<u>Jorge</u>		
Primary:	<u>Bustos</u>	<u>Yes</u>	<u>NO</u>
Alternate:	<u>Jordan Ramen</u>	<u>Yes</u>	<u>NO</u>

**Hourly Labor Rates:**

	<u>Standard Labor Rate</u>	<u>Emergency Labor Rate</u>
Crew Foreman:	\$ <u>90<sup>00</sup></u> per hour	\$ <u>110<sup>00</sup></u> per hour
Equipment Operator:	\$ <u>60<sup>00</sup></u> per hour	\$ <u>80<sup>00</sup></u> per hour
Laborer II:	\$ <u>50<sup>00</sup></u> per hour	\$ <u>70<sup>00</sup></u> per hour
Laborer I:	\$ <u>50<sup>00</sup></u> per hour	\$ <u>70<sup>00</sup></u> per hour

Submitted By: Central Carolina Underground Steve Pina  
 Contractor Name Signature of Authorized Person

## Utility Construction Crew Support Services

### Team Resumes

#### Gary Oberholzer

Gary has over 20 yrs experience in water & sewer he has been with CCU Inc for 15 yrs, worked on many sewer & water Rehab Contracts for City of Charlotte & he has also worked on 2 of SRU sanitary sewer Rehab projects

#### Chris Stiker

Chris has worked for CCU Inc for over 20 yrs he has been operator on Charlotte water Rehab contract for 17 yrs

#### Omar Avila

Omar has been with CCU Inc for 12 yrs he has many yrs experience doing water & sewer Taps he is also an experienced operator

#### Jorge Bustos

Jorge has been with CCU Inc for 16 yrs he also has many yrs of experience with water & sewer and is a very good operator

**Exhibit C**  
**SAMPLE SERVICES CONTRACT**

This contract for services (the "Contract"), made and entered into this 20<sup>th</sup> day of December 2023 by and between the **City of Salisbury**, a North Carolina municipal corporation ("**City**"), and [CORPORATE NAME PROVIDER] ("**Provider**") (collectively, the "Parties").

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

1. Obligations of Provider.

- a. Services. Under this Contract, the Provider shall perform the following services [SEE EXHIBIT A] (the "Services"). Provider shall, at its own sole cost and expense, perform and provide all the labor and services necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.
- b. Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, to operate equipment provided by the City pursuant to this Agreement, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
- c. Qualifications of Provider as to Equipment Provided by the City. Provider shall be fully skilled and qualified and possess the requisite licenses to operate any equipment provided by the City pursuant to this Agreement. Provider agrees that it is using the equipment at its own risk and shall inspect the equipment prior to use and notify the City of any issues with the Equipment.
- d. Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Provider in the amount or at the rate of [SEE EXHIBIT B] once all services have been rendered in accordance with the terms of this Contract. With the City's written consent, payments may be made in monthly or other periodic installments for work performed and accepted during the previous month or other specified period.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Provider for Services not rendered.
- c. Equipment. The City agrees to make available, at no cost to the Provider, specialized equipment owned and maintained by the City and deemed necessary to complete the Services. Provider agrees to inspect the equipment prior to use and notify the City of any concerns about the equipment.

- d. Materials and Supplies. The City agrees to make available, at no cost to the Provider, any and all materials and supplies deemed necessary to complete the Services.
3. Term. The Services will be provided from [INSERT MONTH, DATE, AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.
  4. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the City to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.
  5. Terms and Methods of Payment. Provider shall provide the City with invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to [INSERT NAME AND ADDRESS], for review and approval.
  6. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
  7. Insurance. Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
  8. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
  9. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract.
  10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
  11. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control

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

12. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The Parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
13. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Nondiscrimination. By signing this Contract, Provider, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract, except where such actions are otherwise excepted from or allowed by federal nondiscrimination law, including, but not limited to, Title VII of the Civil Rights Act of 1964. The Provider further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Provider further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure to comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Provider with reference to the subject matter of this Contract.
16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City.

Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.

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

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

**CITY OF SALISBURY**

**PROVIDER**

BY: \_\_\_\_\_  
\_\_\_\_\_  
TITLE: \_\_\_\_\_  
\_\_\_\_\_  
DATE: \_\_\_\_\_  
\_\_\_\_\_

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

**CAROLINA SITEWORKS, INC.**  
**Post Office Box 280**  
**China Grove, North Carolina 28023**  
**Telephone: 704-855-7483**  
**Fax: 704-855-9676**

**December 15, 2023**

To: City of Salisbury

Project: Request for Proposals 025-2024 for Utility Construction Crew Support Services

**COVER LETTER**

Carolina Siteworks, Inc. is pleased to offer our proposal for Utility Construction Crew Support Services. Please see the resumes below for our team members who would participate in the project. These team members or other members with equivalent experience will be available to perform the tasks requested by the City per the scope of work.

**Logan Ridenhour:** Logan is a crew foreman / project superintendent who has worked for the company for one year. He earned a degree in Building Sciences (Construction Management) from Appalachian State University in 2021 and is skilled at project management, scheduling, problem solving, personnel management, public relations, and overall control of large highway and utility projects. He previously worked as a project engineer on large institutional building projects for a regional general contractor. He holds a Class C driver's license and can operate non-CDL trucks and pull trailers. He is a competent person for trenching and confined spaces and holds an OSHA 30 Hour safety training certificate.

**Randal Goodman, Jr:** Randal is a crew foreman / equipment operator who has worked for the company for 23 years. He has over 30 years' experience in road construction, utility work, and all aspects of civil construction. He is proficient in operating all types of heavy equipment and is a competent person for trenching and confined spaces.

**Kenneth Taylor:** Kenneth is crew foreman / equipment operator who has worked for the company for 1 year. He has over 29 years of experience working for the Town of Harrisburg as a water & sewer maintenance crew leader and at Concord Builders, Inc. on a pipe crew. He is proficient in operating all types of heavy equipment and holds a Class A Commercial Driver's License. He is a competent person for trenching and confined spaces.

**Adrian Figueroa:** Adrian is a key member of our water & sewer crew as a Laborer II / equipment operator who has worked for the company for almost 5 years. He is skilled at installing and repairing pipes, manholes, valves, and all other components of water & sewer systems. He is proficient in operating the skid loader, wheel loader, excavator, compactor, and related pipe laying equipment. He holds a Class C driver's license and can operate non-CDL trucks and pull trailers. He is a competent person for trenching and confined spaces.

**Jesus Romero:** Jesus is a key member of our water & sewer crew as a Laborer II / equipment operator who has worked for the company for 6 years. He is skilled at installing and repairing pipes, manholes, valves, and all other components of water & sewer systems. He is proficient in operating the skid loader, wheel

loader, excavator, compactor, and related pipe laying equipment. He holds a Class C driver's license and can operate non-CDL trucks and pull trailers. He is a competent person for trenching and confined spaces.

Ella Capps: Ella is a key member of our water & sewer crew as a Laborer I who has worked for the company for 3 months. She is skilled at assisting with water & sewer system installation and repair and has several years' experience working on a grading crew with her father's company. She is proficient in operating the skid loader and mini-excavator.

Aiden Putman: Aiden is a key member of our water & sewer crew as a Laborer I who has worked for the company for 3 months. He is skilled at assisting with water & sewer system installation and repair.

PAST CITY-OWNED OR PROJECTS BUILT TO SRU SPECIFICATIONS:

Fulton Street Water Line Replacement, Salisbury NC  
Railroad Street Sewer Line Extension, China Grove NC  
Love's Truck Stop Sewer Force Main, Salisbury NC  
Water Tower Valve Replacement, Salisbury NC  
Easter Creek Sewer Line Extension, Granite Quarry NC  
Water & Sewer Lines, R&L Trucking Expansion, China Grove NC  
Water & Sewer Lines, Sewer Pump Station, Food Lion, China Grove NC  
Storm Drainage Improvements, West Cemetery Street Water Plant, Salisbury NC

Please contact me with any questions or comments you may have about our company and our team.

Respectfully submitted,



Darrell Shell  
Carolina Siteworks, Inc.

**Exhibit B**

**PROPOSED PROJECT TEAM AND HOURLY LABOR RATES**

**Proposed Project Team:**

<u>Category</u>	<u>Name</u>	<u>Meets Experience Requirements?</u>	<u>CDL?</u>
<u>Crew Foreman:</u>			
Primary:	<u>LOGAN RIDENHOUR</u>	<u>NO</u>	<u>NO</u>
Alternate:	<u>JACKIE REILLY</u>	<u>YES</u>	<u>NO</u>
<u>Equipment Operator:</u>			
Primary:	<u>RANDAL GOODMAN</u>	<u>YES</u>	<u>NO</u>
Alternate:	<u>KENNETH TAYLOR</u>	<u>YES</u>	<u>YES</u>
<u>Laborer II:</u>			
Primary:	<u>ADRIAN FIGUEROA</u>	<u>YES</u>	<u>NO</u>
Alternate:	<u>JESUS ROMERO</u>	<u>YES</u>	<u>NO</u>
<u>Laborer I:</u>			
Primary:	<u>ELLA CAPPIS</u>	<u>NO</u>	<u>NO</u>
Alternate:	<u>AIDEN PUTMAN</u>	<u>NO</u>	<u>NO</u>

**Hourly Labor Rates:**

	<u>Standard Labor Rate</u>	<u>Emergency Labor Rate</u>
Crew Foreman:	\$ <u>134.00</u> per hour	\$ <u>201.00</u> per hour
Equipment Operator:	\$ <u>116.00</u> per hour	\$ <u>174.00</u> per hour
Laborer II:	\$ <u>64.00</u> per hour	\$ <u>96.00</u> per hour
Laborer I:	\$ <u>59.00</u> per hour	\$ <u>89.00</u> per hour

Submitted By: CAROLINA SITEWORKS, INC A. D. SULLY  
 Contractor Name Signature of Authorized Person

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: REVISED Resolution Regarding City Manager Contracting Authority

**Description of Requested Agenda Item:** City Council requested that the City Manager be authorized to approve contracts in excess of his existing authority in certain emergency circumstances. The specific reason for this change is related to the long lead times to purchase new fire trucks. The Fire Department needs this equipment and Fire Department staff have successfully located the equipment for sale, but the sellers often require that the City approve purchase contracts before the sellers will hold the equipment. At least once, the City has lost the opportunity to purchase equipment because of the delay between when the equipment becomes available and the date of the next regularly-scheduled City Council meeting. The attached revision authorizes the City Manager to award contracts for up to \$1,000,000 in emergency circumstances, provided there are budgeted funds available and the purchase complies with applicable purchasing laws.

Attachments:  Yes  No

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

None

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

Council to adopt a REVISED Resolution Regarding City Manager Contracting Authority

**Contact Information for Group or Individual:** [graham.corriher@salisburync.gov](mailto:graham.corriher@salisburync.gov)

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

**Regular Agenda** (item to be discussed and possibly voted on by Council) City Attorney Report

**FINANCE DEPARTMENT INFORMATION:**

\_\_\_\_\_  
Finance Manager Signature

  
\_\_\_\_\_  
Department Head Signature

# Salisbury City Council Agenda Item Request Form

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\_\_\_\_\_  
Budget Manager Signature

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

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**For Use in Clerk's Office Only**

Approved

Delayed

Declined

**Reason:**



# *City of Salisbury*

*North Carolina*

## **RESOLUTION REGARDING CITY MANAGER CONTRACTING AUTHORITY (REVISED FEBRUARY 6, 2024)**

**WHEREAS**, the City of Salisbury operates under the council-manager form of government where considerable day-to-day executive authority is delegated to the City Manager; and

**WHEREAS**, G.S. § 160A-148 and Section 5.1 of the City Charter delegate to the City Manager substantial but limited authority to act on behalf of the City;

**WHEREAS**, consistent with State law, including without limitation G.S. § 143-129(a) and G.S. 143-64.32, the City Council may delegate additional authority to the City Manager to enter into certain contracts and waive certain qualifications-based selection requirements;

**WHEREAS**, City Council desires to delegate contracting and other authority to the City Manager in excess of that authority delegated by State law and the City Charter; and

**WHEREAS**, the authority granted to the City Manager by this Resolution shall be exercised in a manner consistent with State law, local policy, and the annual budget ordinance adopted by City Council.

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

1. **Budgeted items.** Prior to exercising the authority granted by this Resolution, the City Manager is responsible for assuring that the City Council shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract. The City Manager is also responsible for ensuring compliance with any bidding requirements established by State law or local policy.
2. **Contracts.** The City Council delegates to the City Manager the authority to approve, execute, and terminate the following contracts:
  - a. Construction contracts of up to \$100,000.00;
  - b. Purchase contracts for apparatus, supplies, materials, or equipment of up to \$100,000.00. In certain emergency circumstances, the City Manager may approve contracts for the purchase of apparatus, supplies, materials, or equipment of up to \$1,000,000. The City Manager may exercise this authority provided all of the following additional requirements are met: 1) the City Manager determines that the City will lose the right to purchase, or that the purchase will be substantially more expensive, if the purchase contract is not approved before the City Council's next regularly-scheduled meeting, or that other emergency circumstances exist which could be avoided by approving the purchase contract; and 2) the City Manager informs City Council of the purchase.
  - c. Service contracts up to \$100,000.00;
  - d. Professional services contracts for architectural, engineering, and surveying up to \$100,000.00;

- e. Other professional services contracts (except as provided in (d) above) consistent with the annual budget ordinance; and
  - f. Maintenance contracts, including software upgrades and maintenance that do not involve the initial purchase of software, consistent with the annual budget ordinance.
3. **Change orders.** The City Council delegates to the City Manager the authority approve and execute change orders of up to \$50,000.00 to all approved contracts.
  4. **Multi-year contracts.** The City Council delegates to the City Manager the authority approve purchase orders or other annual contract documents in any amount for multi-year contracts that have been approved by City Council in a prior budget year and budgeted in the annual budget ordinance.
  5. **Qualifications-based selection (QBS) exemption.** In accordance with G.S. § 143-64.32, the City Manager is authorized to exempt any project from the provisions of G.S. § 143, Article 3D, *Procurement of Architectural, Engineering, and Surveying Services* where the estimated professional fee for the specific project do not exceed \$50,000.00.
  6. **Surplus Property.** The City Manager is authorized to dispose of surplus property of up to \$30,000.00 in value pursuant to the informal procedures in G.S. § 160A-266(c).
  7. **Leases.** The City Council delegates to the City Manager the authority to execute leases of real property of one year or less pursuant to G.S. § 160A-272(b).
  8. **Settlement authority for legal claims.** The City Council delegates to the City Manager the authority to take all necessary and appropriate actions to settle legal claims against the City when the amount of settlement does not exceed \$50,000.00, provided that such settlements are reported to City Council quarterly.
  9. **Repeal of prior resolutions.** To the extent not previously cancelled or repealed, this Resolution supersedes any and all previous resolutions regarding the same subject matter, but does not affect the validity of any contract previously entered into between the City and any party.

Adopted this the 6th day of February, 2024.

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Karen K. Alexander, Mayor

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Connie B. Snyder, City Clerk

# Salisbury City Council Agenda Item Request Form



Please Select Submission Category:  Public  Council  Manager  Staff

Requested Council Meeting Date: February 6, 2024

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

Name of Presenter(s): Alyssa Nelson, urban design planner

Requested Agenda Item: Mayor's Announcement: Neighborhood Beautification Grant Opportunity

## Description of Requested Agenda Item:

The City of Salisbury's Community Appearance Commission is issuing a call for applications for Salisbury neighborhoods to apply for a neighborhood beautification grant. If your application is selected, your neighborhood will receive funding to support implementing a desired neighborhood improvement project. Maximum Award amount is \$2,500. There is no fee to apply. Grant applications will be accepted through Friday, March 1, 2024.

For more information and to apply, please visit [salisburync.gov/neighborhoodgrants](https://salisburync.gov/neighborhoodgrants). For questions please email [neighborhoodgrants@salisburync.gov](mailto:neighborhoodgrants@salisburync.gov) or call Alyssa Nelson at (704) 638.5235.

Attachments:  Yes  No

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

This project was budgeted for in FY 2023-2024.

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

**Contact Information for Group or Individual:** Alyssa Nelson, 704.638.5235, [anels@salisburync.gov](mailto:anels@salisburync.gov)

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

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

## FINANCE DEPARTMENT INFORMATION:

\_\_\_\_\_  
Finance Manager Signature

\_\_\_\_\_  
Department Head Signature



## NEIGHBORHOOD *Beautification*

# BEAUTIFY YOUR NEIGHBORHOOD

Salisbury neighborhoods are invited to apply for a grant to fund their neighborhood improvement project of up to \$2,500. Project to be completed by applicants no later than June 1, 2024.

- Public art
- Landscape improvements
- Community garden
- Neighborhood entrance sign
- Neighborhood amenities
- Neighborhood clean-up event

## APPLY FOR THE GRANT BY FRIDAY, MARCH 1

[www.SalisburyNC.gov/Neighborhood](http://www.SalisburyNC.gov/Neighborhood) ✉ [Neighborhood@SalisburyNC.gov](mailto:Neighborhood@SalisburyNC.gov) ☎ (704) 638-5235

Applicants will be notified before **April 1, 2024.**

