



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

May 17, 2022
6:00 p.m.

The meeting will be held in a hybrid format and the public may attend virtually using this link: <https://bit.ly/3P8mFbb>. The meeting will also be streamed live at salisburync.gov/webcast and on the City's Facebook account.

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on May 17, 2022 by contacting Kelly Baker at kbake@salisburync.gov. Citizens who wish to speak in person can sign up in Council Chambers.

1. Call to order.
2. Moment of Silence.
3. Pledge of Allegiance.
4. Adoption of Agenda.
5. Mayor to proclaim the following observances:

PUBLIC WORKS WEEK	May 15-21, 2022
MEMORIAL DAY	May 30, 2022
EXERCISE IS MEDICINE MONTH	May 2022
BIKE MONTH	May 2022
ASIAN PACIFIC AMERICAN HERITAGE MONTH	May 2022

6. Council to consider the CONSENT AGENDA:
 - (a) Adopt Minutes of the regular meeting of May 3, 2022.
 - (b) Receive a request for voluntary annexation of 43.1536 acres located at 735 Peach Orchard Road, Tax Map 407A Parcels 009, 112, and 113, and adopt a Resolution instructing the City Clerk to investigate the sufficiency of the request.
 - (c) Adopt a Resolution declaring the intent to close Correll Street, a 50 foot wide unimproved right-of-way, and set a public hearing for June 21, 2022.
 - (d) Authorize a five-year extension to the radio system maintenance contract with Motorola for a total amount of \$1,508,286. The system uses both City and County infrastructure, and Rowan County has agreed to a similar contract.
 - (e) Commend Risk Manager Leigh Ellington and staff as the City of Salisbury received a Certificate of Safety Achievement from the North Carolina Department of Labor for the third consecutive year in recognition of the safety and health efforts to reduce injuries and illnesses and promote safer working conditions in 2021.

COUNCIL MEETING AGENDA – PAGE 2 – MAY 17, 2022

7. Council to receive public comment. ***Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Kelly Baker at kbake@salisburync.gov.*** Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.

8. Council to consider the voluntary annexation of 134.3 acres located on Harrison Road, Tax Map 450 Parcel 001, effective May 17, 2022. (*Presenter – City Engineer Wendy Brindle*)
 - (a) Receive presentation from staff
 - (b) Hold a public hearing
 - (c) Adopt an Ordinance annexing Tax Map 450 Parcel 1.

9. Council to consider the voluntary annexation of 6.943 acres located at 275 Cross Drive, Tax Map 064 part of Parcel 212, effective May 17, 2022. (*Presenter – City Engineer Wendy Brindle*)
 - (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Adopt an Ordinance annexing Tax Map 064 part of Parcel 212.

10. Council to consider the voluntary annexation of 64.3163 acres located on Tax Map 408 Parcel 030 and Tax Map 410 Parcels 001, 019, 029, 112, and 124 on Peeler Road, effective May 17, 2022, and adopting an Ordinance amending the Land Development District Map to rezone the parcels from Rowan County Zoning – Rural Residential, Rural Agricultural and Commercial, Business, Industrial to Salisbury Zoning – Light Industrial. (*Presenters – City Engineer Wendy Brindle and Planner Victoria Bailiff*):
 - (a) Receive a presentation from staff regarding the proposed voluntary annexation and proposed rezoning of the property
 - (b) Hold a public hearing regarding the proposed voluntary annexation
 - (c) Close the public hearing
 - (d) Hold a public hearing regarding the proposed rezoning
 - (e) Close the public hearing
 - (f) Consider adopting an Ordinance annexing Tax Map 408 Parcel 030 and Tax Map 410 Parcels 001, 019, 029, 112, and 124.
 - (g) Issue a Statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance rezoning the property.

11. Council to consider adopting an Ordinance rezoning one split-zoned parcel consisting of approximately 10.91 acres located at 0 Willow Road, Tax Map 329 Parcel 050, from Urban Residential and General Residential to General Residential. (*Presenter – Senior Planner Victoria Bailiff*)
 - (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Issue a statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance amending the Land Development Ordinance.

COUNCIL MEETING AGENDA – PAGE 3 – MAY 17, 2022

12. Council to consider adopting an Ordinance amending Chapter 10 Parking, Sections 10.3 and 10.6 of the Land Development Ordinance. (*Presenter – Senior Planner Victoria Bailiff*)
 - (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Issue a statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance amending the Land Development Ordinance.

13. Council to consider a recommendation regarding the eligibility for listing the City Motor Company building located at 419 South Main Street in the National Register of Historic Places. (*Presenter – Planner Emily Vanek*)
 - (a) Receive a presentation from staff
 - (b) Hold a public hearing
 - (c) Recommend the City Motor Company building for nomination to the National Register of Historic Places.

14. Council to consider issuing a Request for Proposals for state lobbying services. (*Presenter – Administrative Services Director Kelly Baker*)

15. Council to consider appointments to various boards and commissions.

16. City Attorney’s Report.

17. City Manager’s Report.

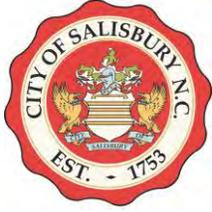
18. Council’s Comments.

19. Mayor Pro Tem’s Comments.

20. Mayor’s Announcements and Comments.
 - (a) A Peace Officer’s Memorial Service will be held at 11:30 a.m. on Thursday, May 19, 2022 at 210 North Main Street. The Service is sponsored by the Rowan Sheriff’s Office.

 - (b) Downtown Salisbury, Inc. will host the 9th Annual Wine About Winter event on Friday, June 3, 2022 from 5:00 p.m. until 9:00 p.m. Each ticket holder must be 21 years of age and present a valid id at registration located in the lobby of the Paul E. Fisher Gateway Building. For ticket sales and detailed information please visit www.downtownsalisburync.com or call 704-637-7814. Tickets are \$24.50 in advance and \$32 the day of the event.

21. Adjourn.



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, Asian Americans and Pacific Islanders have a rich heritage that dates back thousands of years and is celebrated during a month-long observance each May; and

WHEREAS, the month of May was chosen to commemorate the immigration of the first Japanese to the United States in May 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869, by a majority of Chinese immigrant workers who laid the tracks; and

WHEREAS, Asian Americans and Pacific Islanders are an increasingly vital part of our history, culture, and economy; and

WHEREAS, Asian Americans and Pacific Islanders bring diversity that represents one of our greatest strengths, and by recognizing their contributions and accomplishments, we celebrate the importance of inclusion to building a brighter future for all of our citizens; and

WHEREAS, Asian Americans and Pacific Islanders have enriched our social, intellectual, and artistic life in the United States of America and have made valuable contributions to all areas of life.

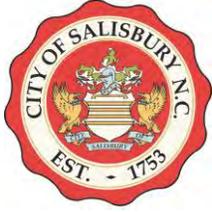
NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM the month of May 2022 as

ASIAN PACIFIC AMERICAN HERITAGE MONTH

in Salisbury, and call upon citizens to learn more about those of Asian American and Pacific Islander heritage and to celebrate this month with them.

This the 17th day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, a bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of the City's scenic beauty; and

WHEREAS, throughout the month of May, residents and visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or just going for a ride; and

WHEREAS, road and trail systems attract bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycle-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy, attracting tourism, improving traffic safety, and reducing pollution, congestion, and wear on our streets and roads; and

WHEREAS, bicycle tourism is a way to attract visitors year round to enjoy local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, National Bike Month helps to promote better awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities, and improve health and safety for everyone on the road.

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

BIKE MONTH

in Salisbury, and encourages all the citizens to join in this special observance.

This the 17th day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, May 2022 is Exercise is Medicine Month; and

WHEREAS, all citizens are encouraged to speak with their physicians about how physical activity and exercise may help treat or prevent numerous chronic conditions, such as hypertension, cardiac disease and diabetes; and

WHEREAS, all health care providers are encouraged to talk to their patients about the health benefits of exercise and to strongly recommend that their patients engage in appropriate exercise; and

WHEREAS, regular, moderate-intensity exercise has curative and protective health benefits; and

WHEREAS, the health benefits of physical activity and exercise can do so much to improve the quality of life for everyone; and

WHEREAS, a healthier populace means cost savings, greater participation in the workforce and other benefits to society at large; and

WHEREAS, regular physical activity and exercise is indeed a powerful prescription, with great potential to improve the health of all Americans; and

WHEREAS, the American College of Sports Medicine calls on health care organizations, physicians and other professionals, regardless of specialty, to assess, to advocate for and to review every patient's physical activity program during every comprehensive visit.

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

EXERCISE IS MEDICINE MONTH

in Salisbury, and encourages all citizens to participate in activities and observances relating to Exercise is Medicine Month in the interests of better health and quality of life for all.

This the 17th day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, the last Monday in May is declared Memorial Day, a patriotic holiday in the United States, and is a day to honor all Americans who gave their lives for this great country; and

WHEREAS, citizens of Rowan County and Salisbury, North Carolina, are observing and memorializing the contributions, sacrifices and lives of all veterans of all wars; and

WHEREAS, the City of Salisbury recognizes and values the gift of freedom afforded by the many veterans who have so nobly served the cause of our great nation; and

WHEREAS, the many examples of selfless devotion of our many veterans to the greater good of our community, state and nation have provided a shining beacon for future generations to follow as we strive to preserve the freedom of our great country.

NOW, THEREFORE, I, Karen K. Alexander, Mayor of the City of Salisbury, North Carolina, DO HEREBY PROCLAIM, Monday, May 30, 2022 as

MEMORIAL DAY

in Salisbury, and encourage all residents to reflect upon the sacrifices made for freedom and demonstrate their thanks and gratitude for the many Veterans who have so valiantly given their all to defend our cherished freedoms.

This the 17th day of May 2022.

Karen K. Alexander, Mayor



City of Salisbury

North Carolina

PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Salisbury; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Salisbury to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, this year's theme, "Ready and Resilient" marks the 62nd annual National Public Works Week sponsored by the American Public Works Association.

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

NATIONAL PUBLIC WORKS WEEK

in Salisbury, and encourage all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

This the 17th day of May 2022.

Karen K. Alexander, Mayor

Salisbury, North Carolina
May 3, 2022

REGULAR MEETING

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

ABSENT: 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 6:00 p.m. A moment of silence was taken.

PLEDGE OF ALLEGIANCE

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

ADOPTION OF THE AGENDA

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

PROCLAMATIONS

Mayor to proclaim the following observances:

DRINKING WATER WEEK	May 1-7, 2022
NATIONAL DAY OF PRAYER	May 5, 2022
NATIONAL SKILLED NURSING CARE WEEK	May 8-14, 2022
NATIONAL PREVENTION WEEK	May 8-14, 2022

NATIONAL POLICE WEEK
PEACE OFFICERS' MEMORIAL DAY
BETTER HEARING AND SPEECH MONTH
MENTAL HEALTH AWARENESS MONTH

May 15-21, 2022
May 15, 2022
May 2022
May 2022

CONSENT AGENDA

(a) **Minutes**

Adopt Minutes of the regular meeting of April 19, 2022.

(b) **Budget Ordinance Amendment – Bell Tower Green Park Donation**

Adopt a budget Ordinance amendment to the FY2021-2022 budget in the amount of \$10,000 to appropriate a grant from the Blanche and Julian Robertson Foundation for special events at Bell Tower Green Park.

ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE BELL TOWER GREEN DONATION.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 90 and is known as Ordinance 2022-28.)

(c) **Budget Ordinance Amendment – Powell Bill Funding**

Adopt a budget Ordinance amendment to the FY2021-2022 budget in the amount of \$229,117 to appropriate additional Powell Bill funding for repairs and maintenance of City streets and sidewalks.

ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE ADDITIONAL POWELL BILL FUNDS.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 91 and is known as Ordinance 2022-29.)

(d) **Budget Ordinance Amendment – Public Art Revenue**

Adopt a budget Ordinance amendment to the FY2021-2022 budget in the amount of \$12,866 to appropriate public art revenue.

ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE ADDITIONAL PUBLIC ART REVENUES.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 92 and is known as Ordinance 2022-30.)

(e) Agreement Amendment – CDM Smith

Authorize the City Manager to execute an amendment to the existing agreement with CDM Smith for an amount not to exceed \$162,000 for engineering services associated with the construction phase of the Grant Creek Waste Water Treatment Facility Improvements project. Funds from the 2020 Revenue Bonds are available in the Capital Project Fund to cover the expense.

(f) Contract – Triad Land Concepts, LLC.

Award a contract to Triad Land Concepts, LLC. In the amount of \$146,643 for construction related to the Kincaid Road Water and Sewer Work project. This project is funded through water and sewer tap fees paid by the developer.

(g) Voluntary Annexation – Peeler Road

Receive a Certificate of Sufficiency and adopt a Resolution setting the date of the public hearing for May 17, 2022 for the voluntary annexation of Tax Map 408 Parcel 030, and Tax Map 410 Parcels 001, 019, 029, 112, and 124, located on Peeler Road.

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

(The above Resolution is recorded in full in Resolution Book No. 16 at Page No. 23-24, and is known as Resolution 2022-17)

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

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments.

Mr. Jonathan Barbee asked Council to consider providing a list of nonprofit boards where councilmembers serve as a liaison.

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

SOLE SOURCE PURCHASE – HUBER TECHNOLOGY, INC.

Assistant Utilities Director Jason Wilson addressed Council regarding a sole source purchase from Huber Technology, Inc. in the amount of \$252,810 for a multi-rake bar screen for the Crane Creek lift station. He explained Salisbury-Rowan Utilities (SRU) needs to replace the screening equipment at the lift station.

Thereupon, Councilmember Post made a **motion** to authorize a sole source purchase from Huber Technology, Inc. in the amount of \$252,810 for a multi-rake bar screen for the Crane Creek lift station. Mayor Alexander, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

CAPITAL PROJECT ORDINANCE – SALISBURY ROWAN UTILITIES

Assistant Utilities Director Jason Wilson addressed Council regarding a Capital Project Ordinance in the amount of \$550,000 for the purchase and installation of stand-by generators for Salisbury-Rowan Utilities (SRU).

Mr. Wilson noted one of the generators would replace an outdated generator at the Town Creek Waste Water Treatment facility. He explained the second generator is a portable generator that would serve multiple sites.

Thereupon, Councilmember Post made a **motion** to adopt Capital Project Ordinance in the amount of \$550,000 for the purchase and installation of stand-by generators for Salisbury-Rowan Utilities. Mayor Alexander, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

ORDINANCE TO ADOPT CAPITAL PROJECT ORDINANCE IN THE AMOUNT OF \$550,000 FOR THE PURCHASE AND INSTALLTION OF STAND-BY GENERATORS FOR SALISBURY-ROWAN UTILITIES.

(The above Ordinance is recorded in full in Ordinance Book No. 30 at Page No. 93 and is known as Ordinance 2022-31.)

Thereupon, Councilmember Post made a **motion** to approve the purchase and installation of stand-by generators for Salisbury-Rowan Utilities. Mayor Alexander, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

SALISBURY-ROWAN UTILITIES PROJECT UPDATE

Interim City Manager Brian Hiatt asked Salisbury-Rowan Utilities (SRU) Director Jim Behmer and Assistant Utilities Director Jason Wilson to provide an update on capital SRU projects. Mr. Wilson noted funding for the projects came from 2020 revenue bonds.

Mr. Wilson reviewed the Grants Creek Wastewater Treatment Train Improvements:

- 24 million gallons per day influent screening and pumping structure
- 24 million gallons per day grit removal facility
- Addition of flow equalization facilities
- Return activate sludge and waste activated sludge pump station to replace screw pumps
- Potable water booster pump station
- Sidestream pump station
- Precast electrical building
- Yard piping and hydraulic improvements

Mr. Wilson displayed photographs of the influent pump station and grit facility after the Yadkin River flooded in 2020. He also displayed before and during construction photographs of the Grants Creek Wastewater Treatment Facility.

Mr. Wilson then reviewed Water Treatment Plant improvements:

- Pre-engineered metal building
- Centrifuge installation
- Filter under drain replacements
- Adding an air scour backwash system
- Associated piping and appurtenances
- Site work
- Security improvements

Mr. Wilson displayed a computer graphic of the finished project, and he noted the addition of the centrifuge building. He explained mud from the Yadkin River was previously hauled to a wastewater treatment plant to be separated and with the addition of the centrifuge building the separation can take place on site. He added the separated material is taken to the landfill to be used as a beneficial cover so SRU does not have to pay tipping fees.

Mr. Wilson stated the centrifuge building has been operational for approximately six months. He pointed out fencing has been installed at the water treatment plant to secure the facility and the entire block.

Mr. Behmer pointed out the water treatment plant is the heart of SRU and its available capacity allows for the sale of water to other communities. He pointed out with increased development it is important to have a secure facility.

Mayor Alexander asked about the overall costs of the project. Mr. Wilson explained both projects are under budget. He pointed out the water plant project was 96% complete at the last pay request and staff used contingency funding to complete extra project components. He stated the wastewater treatment plant is approximately 86% complete, and he commented an 84-day extension was granted due to a material delay. He indicated the water plant will be completed in the current fiscal year, and the wastewater treatment plan will be completed in the coming fiscal year.

Mayor Alexander thanked Mr. Behmer and Mr. Wilson for their update.

BOARDS AND COMMISSIONS

There were no appointments to Board and Commissions.

CITY ATTORNEY'S REPORT

City Attorney Graham Corriher noted over the last several weeks Council has negotiated the acquisition of the Wells Fargo building. He presented a contract for Council's consideration that would provide a six-month option to purchase the property at a cost of \$10,000 per month. He stated the agreed upon purchase price of \$906,803 is the tax value and has been approved by the property owner.

Thereupon, Councilmember Post made a **motion** to authorize the mayor to enter into a real estate option contract regarding the purchase of the Wells Fargo building. Mayor Alexander, Councilmembers McLaughlin, Post, and Smith voted AYE. (4-0)

CITY MANAGER'S REPORT

Interim City Manager Brian Hiatt requested Council consider a special meeting the week of May 23, 2022 for a presentation of the proposed budget. He stated the proposed budget is complex and will require a detailed presentation. He also asked Council to consider dates for an initial budget work session.

By consensus, Council agreed to schedule a budget presentation the week of May 23, 2022.

COUNCIL COMMENTS

Councilmember Post referred to North Carolina General Statute 14-234 regarding public officers or employees benefiting from public contracts. He commented the City may need to adopt a budget that excludes the boards and commissions that receive City funding, or the Councilmember who serves as liaison will need to be recused from voting on the funding for the board or commission on which they serve.

Councilmember Smith stated the Salisbury Youth Council recently traveled to Raleigh for the State Youth Council. He commended staff advisors for organizing the trip which helped build relationships across the state. He noted the Salisbury Youth Council represented the City well, and he is excited to see what the future holds for the Salisbury Youth Council.

MAYOR’S ANNOUNCEMENTS AND COMMENTS

Mayor Alexander thanked staff for all it does for the City. She added she is excited about the upcoming Cheerwine Festival to be held on May 21, 2022, and she encouraged citizens to support the festival and to volunteer.

ADJOURNMENT

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

The meeting was adjourned at 6:46 p.m.

Karen Alexander, Mayor

Kelly Baker, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): N/A

Requested Agenda Item: Voluntary Annexation Request – Oak Engineering

Description of Requested Agenda Item:

The Engineering Department has received a petition from Oak Engineering to annex 43.1536 acres, located on Peach Orchard Road and identified on Rowan County Tax Map 407A as Parcels 099, 112, and 113. In accordance with State Statutes, the annexation request will be discussed at three Council meetings. At the first meeting, Council will receive the request and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request. At the second meeting, staff will certify the statutory requirements have been met, and Council will set a public hearing date. At the third meeting, Council will hold a public hearing and vote on the annexation.

Attachments: Yes No

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

Fiscal impact is unknown at this time. This will be investigated and included in future Council correspondence.

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

City Council to receive the request for the voluntary annexation of Parcels 407A099, 407A112, and 407A113, and adopt a resolution instructing the City Clerk to investigate the sufficiency of the request.

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1, FOR VOLUNTARY ANNEXATION OF 43.1536 ACRES, LOCATED OFF PEACH ORCHARD ROAD AND IDENTIFIED ON TAX MAP 407A AS PARCELS 099, 112, and 113

WHEREAS, a petition requesting annexation of an area described in said petition has been received on May 17, 2022 by the City Council; and

WHEREAS, G.S. 160A-58.1 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Salisbury deems it advisable to proceed in response to this request for annexation;

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

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of that investigation.

Karen K. Alexander, Mayor

ATTEST:

Kelly Baker, City Clerk

Date: 4/22/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR 407A099, 407A112, 407A113 Peach Orchard Rd

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>407</u> PCL <u>099</u>	Harvey Michael Glass	<i>Harvey Michael Glass</i> ^{HMG}	735 Peach Orchard Rd Salisbury NC 28147
TM <u>407</u> PCL <u>112</u>	Harvey Michael Glass	<i>Harvey Michael Glass</i> ^{HMG}	PO Box 1693 Salisbury, NC 28145-1693
TM <u>407</u> PCL <u>113</u>	Patrick G. Glass	<i>Patrick G. Glass</i>	1604 Erindale Ct Monroe, NC 28110
TM <u>407</u> PCL <u>113</u>	Susan R. Glass	<i>Susan Glass</i>	1604 Erindale Ct Monroe, NC 28110Greg
TM ___ PCL ___	_____	_____	_____

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Greg Welsh Telephone Number 704-989-4046

For Office Use Only:

Total number of parcels 3 Number Signed _____ % Signed _____ Date Returned _____
Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 (check one)

CITY OF SALISBURY

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

Date: 4/22/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR 407A099, 407A112, 407A113 Peach Orchard Rd

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>407</u> PCL <u>099</u>	Harvey Michael Glass	<i>HMG</i>	735 Peach Orchard Rd Salisbury NC 28147
TM <u>407</u> PCL <u>112</u>	Harvey Michael Glass	<i>HMG</i>	PO Box 1693 Salisbury, NC 28145-1693
TM <u>407</u> PCL <u>113</u>	Patrick G. Glass	<i>Patrick G. Glass</i>	1604 Erindale Ct Monroe, NC 28110
TM <u>407</u> PCL <u>113</u>	Susan R. Glass	<i>Susan Glass</i>	1604 Erindale Ct Monroe, NC 28110Greg
TM ___ PCL ___	_____	_____	_____

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Greg Welsh Telephone Number 704-989-4046

For Office Use Only:

Total number of parcels 3 Number Signed _____ % Signed _____ Date Returned _____
Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 x (check one)

CITY OF SALISBURY

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

Date: 4/22/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR 407A099, 407A112, 407A113 Peach Orchard Rd

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>407</u> PCL <u>099</u>	Harvey Michael Glass	<i>HMG</i>	735 Peach Orchard Rd Salisbury NC 28147
TM <u>407</u> PCL <u>112</u>	Harvey Michael Glass	<i>HMG</i>	PO Box 1693 Salisbury, NC 28145-1693
TM <u>407</u> PCL <u>113</u>	Patrick G. Glass	<i>Patrick Glass</i>	1604 Erindale Ct Monroe, NC 28110
TM <u>407</u> PCL <u>113</u>	Susan R. Glass	<i>Susan Renee Glass</i>	1604 Erindale Ct Monroe, NC 28110Greg
TM _____ PCL _____	_____	_____	_____

(Attach additional petition forms if needed)

Form Revised 2-08

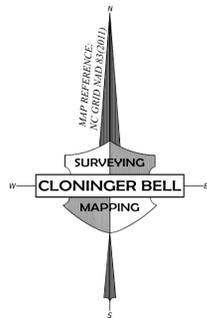
Contact Person Greg Welsh Telephone Number 704-989-4046

For Office Use Only:

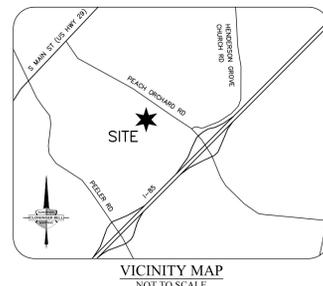
Total number of parcels 3 Number Signed _____ % Signed _____ Date Returned _____
Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 x (check one)

CITY OF SALISBURY

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

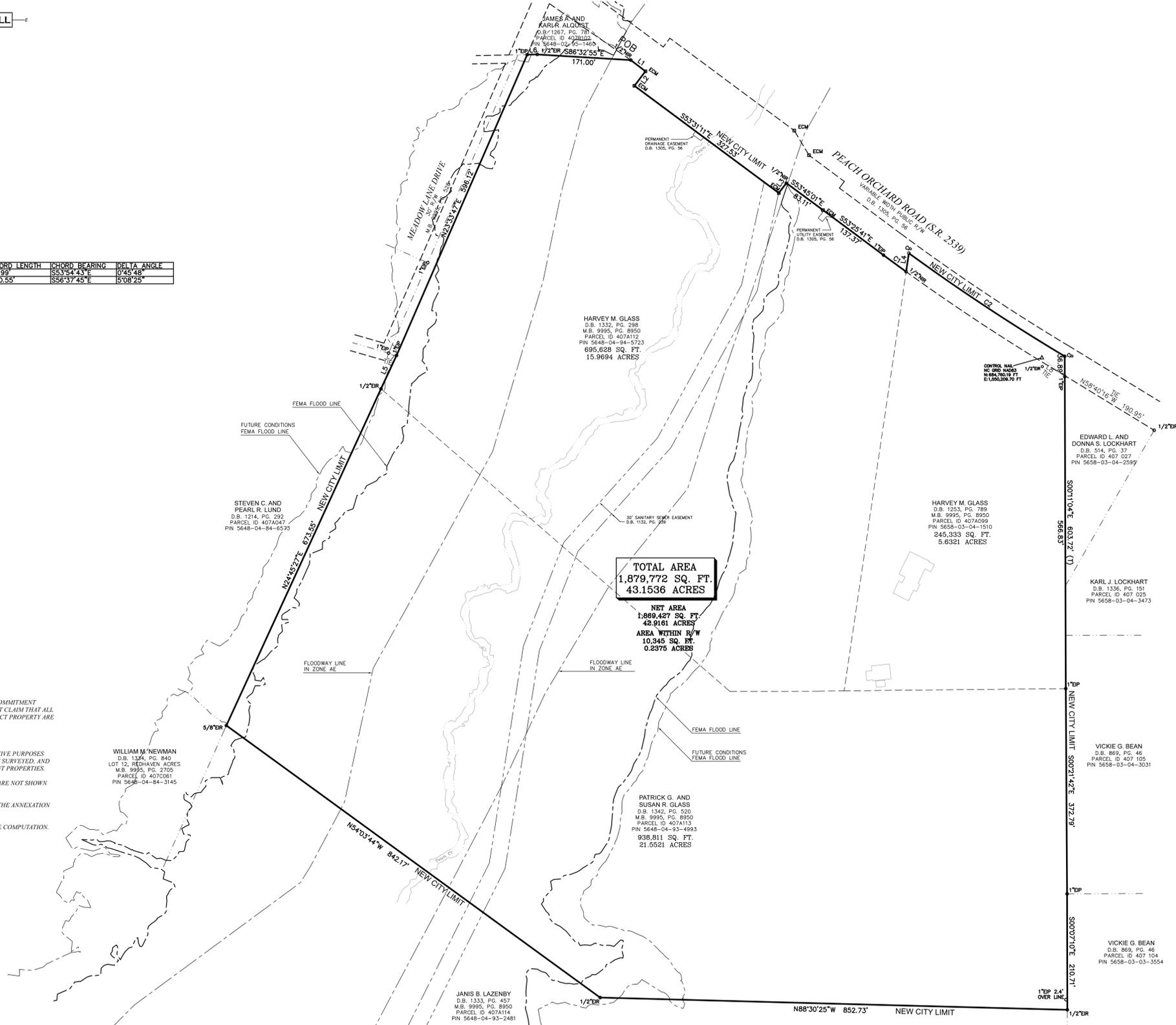


ANNEXATION PLAT
 (NON-CONTIGUOUS)
 735 PEACH ORCHARD RD.
 LITAKER TOWNSHIP, ROWAN COUNTY, NC
 DEED REFERENCE: 1253-789; 1332-298; 1342-520
 PARCEL: 407A099; 407A112; 407A113



LINE	BEARING	DISTANCE
L1	S62°41'32" E	33.63'
L2	S37°18'51" W	33.14'
L3	N37°12'20" E	22.72'
L4	N05°26'50" E	33.94'
L5	N25°09'44" E	67.13'
L6	N88°55'10" E	18.27'
L7	S73°58'57" E	15.22'
L8	S50°35'26" E	54.03'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3827.12'	50.99'	50.99'	S53°54'43" E	0°45'48"
C2	3797.12'	340.68'	340.55'	S56°37'45" E	5°08'25"



TOTAL AREA
 1,879,772 SQ. FT.
 43.1536 ACRES

NET AREA
 1,869,427 SQ. FT.
 42.9161 ACRES

AREA WITHIN R/W
 10,345 SQ. FT.
 0.2375 ACRES

NOTES:

- ALL CORNERS MONUMENTED AS SHOWN.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. CLONINGER BELL SURVEYING & MAPPING, PLLC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
- THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
- PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
- THE PURPOSE OF THIS PLAT IS TO IDENTIFY THE BOUNDARY OF THE ANNEXATION AREA.
- ALL AREAS SHOWN HEREON WERE DETERMINED BY COORDINATE COMPUTATION.

LEGEND:

- CP - CALCULATED POINT
- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EN - EXISTING NAIL
- M.B. - MAP BOOK
- NR - NEW IRON ROD
- PG. - PAGE
- POB - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- ANNEXATION BOUNDARY
- PROPERTY LINE (ADJACENT)
- RIGHT-OF-WAY (ADJACENT)
- EASEMENT

REVIEW OFFICER:

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

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF ANNEXATION:

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

MAYOR _____ DATE _____

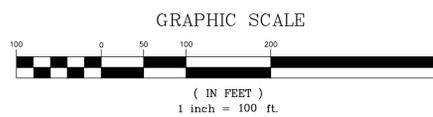
SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN
 I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED REFERENCE: 1253-789; 1332-298; 1342-520; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000 LINEAR FEET; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-39 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 28th DAY OF FEBRUARY, A.D., 2022.

THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTIONS TO THE DEFINITION OF A SUBDIVISION.

PRELIMINARY

PROFESSIONAL LAND SURVEYOR _____ DATE _____



FLOOD CERTIFICATION
 THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED JUNE 16, 2009
 COMMUNITY PANEL NO: 3710564800J & 3710565800J

SURVEYING
CLONINGER BELL
MAPPING

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

CREW: JH	DRAWN: CEB	REVISED:	SCALE: 1"=100'	DATE: FEB. 28, 2022	FILE NO: 1814
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Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): N/A

Requested Agenda Item: Council to receive a petition to close a 50' unimproved right-of-way known as Correll Street, and set a public hearing for June 7, 2022

Description of Requested Agenda Item:

The City Engineering Department has received a petition to permanently close a 50' unimproved right-of-way known as Correll Street, between Roy and Willow Streets. The request meets standards of General Statute 160A-299. Council may proceed by adopting a Resolution declaring their intent to close the right-of-way and setting a public hearing for June 7, 2022. City Staff will advertise the public hearing for four (4) consecutive weeks in the Salisbury Post, post signs at the site, and notify adjoining property owners by certified mail.

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 will be no fiscal impact regarding this request, other than the fees associated with advertisement

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

Adopt a Resolution declaring City Council's intent to close Correll Street, a 50' wide unimproved right-of-way, and set a public hearing for June 7, 2022

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:



PETITION TO CLOSE A STREET OR ALLEY

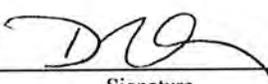
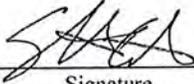
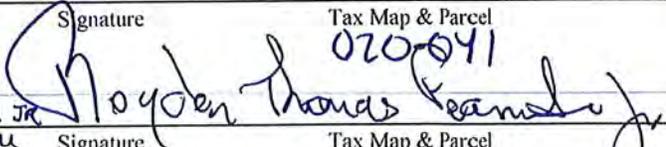
We the undersigned, being the owners of real property adjoining a street or alley as shown on Tax Map 020 _____, do hereby petition the City Council of Salisbury, North Carolina to permanently close a street or alley pursuant to the North Carolina General Statutes, Section 160A-299. The street or alley to be closed can be generally described as follows:

A portion of the unopened right of way in between parcels 020 045, 020 046, and 020 040. Dimensions of 50' x 200' as shown on the attached map.

GS 160A-299 may be found on the internet at:
www.ncga.state.nc.us/Statutes/GeneralStatutes/HTML/BySection/Chapter_160A/GS_160A-299.html

By signing this petition, we understand that the following conditions are the responsibility of the petitioners. Failure to meet the conditions may delay or invalidate the request:

1. The petition must contain the signatures of all owners of property adjacent to the street or alley.
2. The petition must include a recorded map or preliminary survey showing the portion of street or alley to be closed. Any preliminary survey shall be prepared for recordation after consultation with the City. A tax map is not sufficient.
3. The petition must include a description prepared from a survey or recorded map. A metes and bounds description may be required.
4. The petition must include a filing fee in the amount of \$500.00.
5. If public or private utilities are located in the street or alley, the map and description must provide acceptable easements for the utilities. Any costs associated with preparing the easements will be the responsibility of the petitioner(s).
6. If curb and gutter must be replaced to close the street or alley, the cost of the curb and gutter will be the responsibility of the petitioner(s).
7. It typically takes approximately eight weeks for the closing to become official.

OMG Investments LLC		020 045	4/29/22
Printed Name	Signature	Tax Map & Parcel	Date
Summersett Funeral Home		020 040	4/29/22
Printed Name	Signature	Tax Map & Parcel	Date
Evergreen Stone Corp		020 046	4/29/22
Printed Name	Signature	Tax Map & Parcel	Date
Royden Thomas FLOMSTER JR		020 041	4/29/22
Printed Name & Sherri LASHU	Signature	Tax Map & Parcel	Date
(Attach additional petition forms if needed)			Form Revised 11-01

Contact Person David Glass Telephone Number 610-805-4448

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

RIGHT OF WAY TO BE CLOSED

WINNES ST

OLD WEST INNES ST

WILLOW ST

ROYST

FILBERT ST

020 045

020 046

020 047

020 040

020 041



RESOLUTION PERTAINING TO THE PROPOSED CLOSING OF THE CORRELL STREET, A 50' WIDE UNIMPROVED RIGHT-OF-WAY

WHEREAS, the City Council of the City of Salisbury is considering a proposal to close the following:

A 50' unimproved right-of-way, known as Correll Street, between Roy Street and Willow Street.

NOW, THEREFORE, be it resolved that the City Council shall on the 7th day of June, 2022 at 6:00 pm, hold a public hearing to consider forever closing the aforementioned right-of-way. The regularly scheduled June 7, 2022 City Council meeting will be held in a hybrid format. Anyone who wishes to speak via Zoom during the hearing regarding the proposed annexation must sign-up by 5:00 p.m. on Tuesday, June 7, 2022 by contacting Kelly Baker at kbake@salisburync.gov. Those who attend the meeting in person do not need to sign up.

This 17th day of May, 2022.

CITY COUNCIL OF THE CITY OF SALISBURY,
NORTH CAROLINA

By: Kelly Baker, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 5-17-2022

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

Name of Presenter(s): Terry Buff, Craig Powers

Requested Agenda Item: 5 Year Extension to the Radio System Maintenance Contract

Description of Requested Agenda Item: Attached is a quotation from Motorola to extend its maintenance contract by five years for the City/County's radio system. The original contract was for 6 years beginning in 2015 expiring in 2021. The City agreed to a 1 year extension last year. This contract is to provide maintenance, monitoring and needed upgrades every other year for the upcoming 5 fiscal years. Rowan County has recently agreed to a similar contract with Motorola for the same 5 year term. If Council agrees to this both contracts would now expire June 30, 2027. The system uses both City and County infrastructure but in the past the contracts did not align with each other.

Attachments: Yes No

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

Funds will be appropriated in the upcoming FY23 budget to cover year one of this five year agreement.

Action Requested of Council for Agenda Item: Council to consider authorizing a new 5 year term of a maintenance contract with Motorola in the amount of \$1,508,286.

Contact Information for Group or Individual: Terry Buff, Telecommunications Manager
704-638-5399, tbuff@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

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

For Use in Mayor's Office Only

Approved

Declined

Reason:

Services and Maintenance Agreement

Motorola Solutions, Inc. ("Motorola") and **City of Salisbury, North Carolina** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency among Exhibits A and C will be resolved in their listed order.

Exhibit A	Motorola Software License Agreement
Exhibit B	Motorola's Proposal dated <u>April 27, 2022</u> , including the SUA II Statement of Work
Exhibit C	Payment Schedule

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for one (1) year for hardware maintenance and five (5) years for Essential Services.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment

malfunction caused by the transmission medium. The Advanced Plus Services Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 1,508,285. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the 5% discount applied to the last three (3) years of System Upgrade payments for the original Term.

9.4. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order,

acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication,

estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the

date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6 HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Katie Day, Commercial Counsel
Legal, Government Affairs & Corporate Communications
500 West Monroe Street
Chicago, IL 60661

City of Salisbury
Attn: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Salisbury

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and City of Salisbury, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated **April 27, 2022**
including the SUA II Statement of Work,
fully incorporated herein

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 DSC8000 Site Controllers
 - 1.6.11 Motorola Solutions Logging Interface Equipment
 - 1.6.12 PBX switches for Telephone Interconnect
 - 1.6.13 [NICE](#) and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system

with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

- 1.8.1 Servers
- 1.8.2 Workstations
- 1.8.3 CommandCentral AXS Hub
- 1.8.4 Routers
- 1.8.5 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 1.9.1 GTR 8000 Base Stations
- 1.9.2 GCP 8000 Site Controllers
- 1.9.3 GCM 8000 Comparators
- 1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.14 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.15 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
- 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release upgrade and if the customer has added hardware that is not covered under this agreement.
- 2.1.1.4 Define the installation plan.
- 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.6 If applicable, advise the Customer of the network connections specifications necessary to perform the system upgrade.
- 2.1.1.7 Assign program management support required to perform the certified system upgrade.
- 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
- 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
- 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 If applicable, provide the necessary network connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This

applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

- 3.2 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.
- 3.3 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.
- 3.4 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.
- 3.5 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment
- 3.6 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.7 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.8 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.9 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.10 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25

network functionality.

4.0 Special provisions

- 4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.2 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.3 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.4 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.5 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.1

A2020.1	A2022.1
---------	---------

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Salisbury

# of Master Sites	1
# of DSR Sites	
System Level Feature Inputs	-
# of standalone servers (Critical Connect, Smart Connect)	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	
# MOSCAD NFM RTU (typically 1 per site location)	3
# of Total Network Management Clients	3

# MOSCAD NFM / SDM Clients	
Does Customer have Unified Network Services (UNS)? (Yes =1, No=0) (ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	1
Telephone Interconnect (One per system)	
InfoVista - Transport Network Performance Service (One per system)	
Security Inputs	-
# of Firewalls in System	1
# of Intrusion Detection Sensors (IDS)?	
Does system have Centralized Event Logging [SysLog]? (Yes =1, No=0)	
Does system have Zone Core Protection (ZCP)? (Yes =1, No=0)	
Does system have Radio Authentication? (Yes =1, No=0)	
Does system have Information Assurance (IA) Master?	
Does system have Information Assurance (IA) Remote?	
RF Site Inputs	-
# Virtual Prime Sites	
# Simulcast Prime Sites (including co-located/redundant)	1
# RF Sites (includes Simulcast sub-sites, ASR sites)	1
#Stations = GTR	20
Dispatch Site Inputs	-
# of Dispatch Site Locations	1
# MCC 7500	1
# MCC 7100	
# AIS	
# of CCGWs	1
Subscriber Inputs	-
Does the customer have Nice IP Radio Logger, Telephony Logger or Inform Playback?	No
Does the customer have Verint Logging recorders? (IP, Telephony, or Analog)	No
Does the customer have Mach Alert? (from DCR)	No

Does the customer have Genesis applications?

No

Exhibit C

PRICING SUMMARY



MOTOROLA SOLUTIONS

Firm Fixed Price Proposal

City of Salisbury & Rowan County, NC

ASTRO 25 Managed Detection & Response

21-125642

November 12, 2021

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000125642

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 12, 2021

Terry Buff
Telecommunications Manager, City of Salisbury
1415 South Martin Luther King Avenue
Salisbury, NC 28144

Allen Cress
Emergency Services Chief, Rowan County
1090 Corporate Center Drive
Salisbury, NC 28146

RE: ASTRO Managed Detection & Response

Dear Mr. Buff and Mr. Cress:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Salisbury & Rowan County, North Carolina quality cybersecurity services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

ASTRO Managed Detection & Response

Motorola Solution's proposal is conditional upon the City of Salisbury & Rowan County, NC's acceptance of the terms and conditions included in this proposal, or a negotiated version thereof. Pricing will remain valid for thirty (30) days from the date of this proposal.

Any questions the City of Salisbury & Rowan County, NC has regarding this proposal can be directed to Michael Allen, Cybersecurity Account Manager at 518-769-3160 or by email at mike.allen@motorolasolutions.com.

Our goal is to provide the City of Salisbury and Rowan County with the best products and services available in the cybersecurity industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Tony McIntosh
MSSSI Vice President & Director Sales, Cybersecurity

MOTOROLA SOLUTIONS, INC.

Section 1

Executive Summary

Motorola Solutions is pleased to build upon our years of ongoing support to the City of Salisbury & Rowan County, NC with a response that efficiently meets the needs for your ASTRO® 25 Managed Detection and Response Solution. We are a national and global leader in the cyber security community with our recent acquisitions of both Delta Risk and Lunarline in 2020. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT) as well as cyber security at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

Motorola Solutions' ASTRO® 25 Managed Detection and Response provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

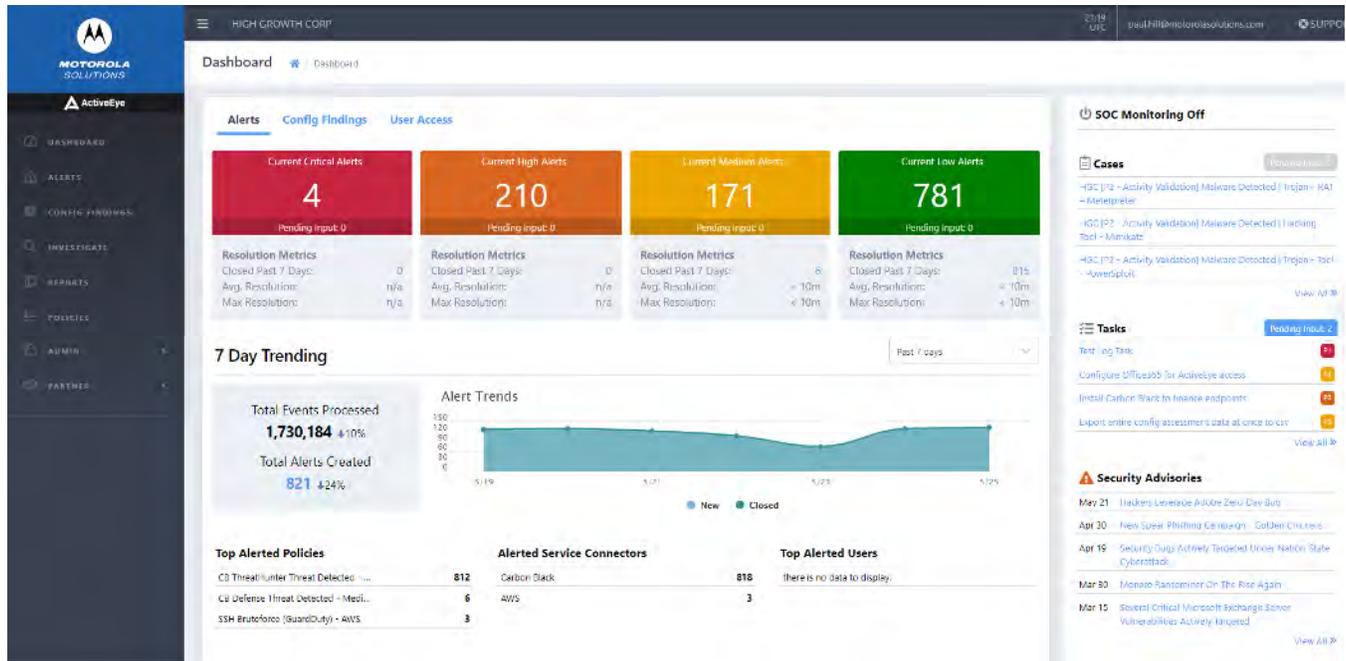
Our solution provides 24x7x365 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

The ActiveEyeSM Platform

In 2020, Motorola Solutions acquired Delta Risk, a leading Managed Security Services Provider (MSSP). The acquisition now allows Motorola Solutions to extend the ActiveEye platform to our customers and deliver a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- Included Public Safety Threat Data Feed — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities. Indicator data pulled from a large network of deployed public safety sensors and state/local municipality environments.
- Advanced Threat Detection & Response — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.
- Single Dashboard for Threat Visibility — Prioritize based on actual assets in the environment. Asset inventory created manually or automatically with Managed Vulnerability Assessment Service - external and authenticated scans of assets and provides a complete attack surface map

The ActiveEye platform dashboard is presented below:



City of Salisbury & Rowan County Benefits

- Main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better, informed decisions to balance cybersecurity efforts and operational efficiencies
- Main dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.
- Create customize ad-hoc reports and notifications for specific areas of interested to a team.
- Complete transparency into the service that Motorola Solutions is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and to how those events are handled by the Motorola SOC.

WHY MOTOROLA SOLUTIONS

Company Background and History

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services. Our communication solutions span infrastructure, devices, services and software to help our public safety and commercial customers be more effective and more efficient.

Company Overview

Since 1928, Motorola Solutions, Inc. (formerly Motorola, Inc.) has been committed to innovation in communications and electronics. Our company has achieved many milestones in its history. We pioneered mobile communications in the 1930s with car radios and public safety networks. We made the equipment that carried the first words from the moon in 1969. We commercialized the first handheld portable scanner in 1980. Today, as a global industry leader, excellence in innovation continues to shape the future of the Motorola Solutions brand.

We help people be their best in the moments that matter.

Motorola Solutions connects people through technology. Public safety and commercial customers around the world turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions' Corporate Headquarters is located at 500 West Monroe Street, Chicago, IL 60661. Telephone is +1 847.576.5000, and the website is www.motorolasolutions.com.



Section 2

Solution Description

2.1 Solution Overview

Motorola Solutions (“Motorola”) is pleased to present the proposed cyber security services for City of Salisbury & Rowan County, NC (hereinafter referred to as “Customer”).

The following ASTRO® 25 Managed Detection and Response features and services are included in our proposal:

- **ActiveEyeSM Security Management.** The following service modules are included:
 - ActiveEye Remote Security Sensor (AERSS)
 - Log Collection / Analytics
 - Network Detection
 - Endpoint Detection and Response
 - Vulnerability Detection
- **Motorola Security Operations Center Monitoring and Support**

2.2 Site Information

The following site information is included in the scope of our proposal:

Table 2-1. Site Information

Site / Location	Quantity
Master Site	1
DSR	0
CEN Customer Enterprise Network	1
CEN Endpoints	Up to 20
Network Management Clients	4
Dispatch Consoles	15

2.3 Services Included

The ActiveEye service modules included in our proposal are selected in the **Subscribed** column below. The **Network Environment** column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI) and/or Customer Enterprise Network (CEN).

Table 2-2. Service Modules

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors: 2 <ul style="list-style-type: none"> (1) CEN Security Monitoring (1) ASTRO® 25 Security Monitoring 	RNI CEN	X
Log Collection / Analytics	<ul style="list-style-type: none"> 25GB/Month Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months 	RNI CEN	X
Network Detection	(1) Gbps monitored across all sensors	CEN	X
Endpoint Detection and Response (EDR)	(20) EDR Total Endpoints Online Storage Period: 30 Day Storage	CEN	X
Vulnerability Detection	Vulnerability Scanning Endpoints	CEN	X

The Motorola Security Operations Center services included in our proposal are selected in the **Subscribed** column below.

Table 2-3. Motorola Security Operations Center

Motorola Security Operations Center	
Motorola Security Operations Center 24x7	X

2.4 Service Description

Motorola’s ActiveEye security platform collects, manages, and analyzes security event streams from ActiveEye Remote Security Sensors in the Customer’s ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action. The goal is to reduce time to resolution and contain any security event.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Security Orchestration and Automation

As a SOAR platform, ActiveEye orchestrates the flow of data and actions, speeding remediation by automatically performing investigation and response tasks. Using predefined or custom playbooks, ActiveEye handles repetitive and precise tasks in place of human Security Operations Center (SOC) analysts. ActiveEye supports two types of automation:

- Investigation Automation - Using playbooks, ActiveEye can look up threat intelligence, query past data, add recommended action notes to cases, and surface event details to the main investigation screen. Before an analyst views an alert, ActiveEye collects key event data for their review.
- Response Automation - ActiveEye can take response actions defined in playbooks. Actions can include changing alert priority, closing an alert, blacklisting files, removing files from systems, or isolating a host from the network.

This automation gets key event data to SOC analysts sooner, and bypasses manual steps for time-sensitive response tasks. With ActiveEye, SOC analysts can shift their focus to more complex investigation and response tasks.

Software as a Service Platform

ActiveEye access and content are protected by powerful security functions. Users access the platform via a secure web browser using multi-factor authentication. Administrative functions will enable the Customer to manage user access as needed. The platform undergoes regular security audits and has an active SOC 2 Type2 audit certification.

2.4.1 ActiveEye Portal

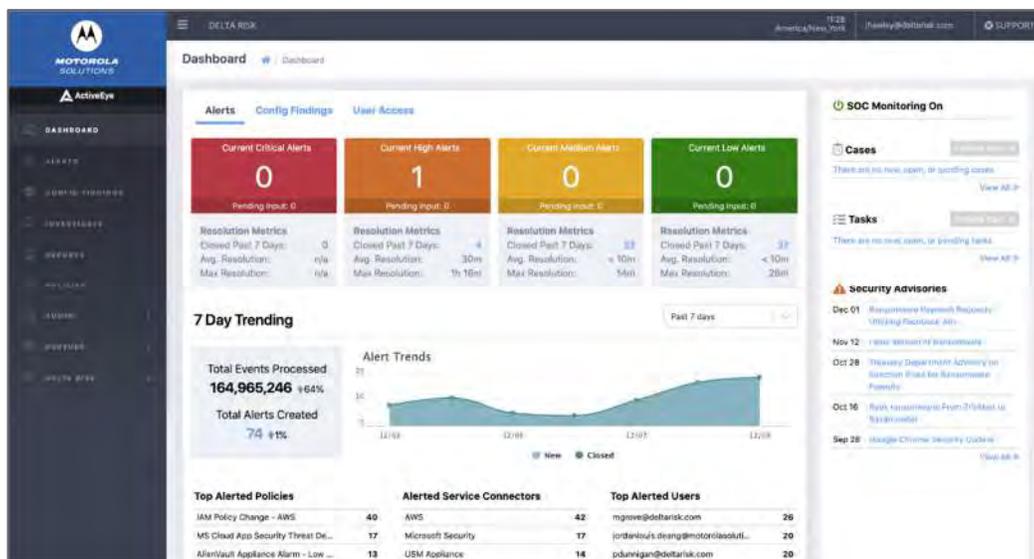


Figure 2-1. ActiveEye Interface

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard includes open alerts, an overview of alert categories, alert processing key performance indicators (KPI), open security cases, and recent threat advisories. From here, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC creates a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts are system notifications of unusual activity. These alerts can be evidence of a past, active, or developing threat. If analysts believe alerts are indicative of a threat, they can open security cases based on them.

ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address it. Each alert record also includes a summary of key attributes. From that alert summary, users can access related records for more details. These records include threat intelligence, past event data, related events, and activity logs.

To put alerts into context, ActiveEye Portal provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal's robust ad hoc reporting capabilities enable users to investigate and hunt active threats, and to view historical data sets. Reports provide a simple, consistent view of collected event data. Pre-defined templates organize the data and display the most important attributes of event types. Users can customize these standard reports to display and summarize different attributes when needed. To share information outside of ActiveEye Portal, users can download reports in .csv or .json format. Downloaded reports may contain a maximum of 50,000 rows.

In addition to ad hoc reporting and querying, ActiveEye Portal can provide a monthly report and a daily email summary if needed. The monthly report summarizes important security items for the month, and is available as a PDF download. The daily email summary provides a customized set of statistics from the previous day to a predetermined user list. This summary can include alert counts, security cases opened/closed, saved queries that have new data, and detailed endpoint security statistics. ActiveEye Portal can send one or more summary emails with different content for different groups.

Security Advisories

Security Advisory messages from the SOC share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat, and tell them where they can find further information.

Information Sharing

To support effective security management, ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify defined contacts of incidents based on incident priority. In

addition to automatic security alerts, ActiveEye Portal features other information sharing functions that the Customer and Motorola can access:

- SOC Bulletins - Instructions from the Customer or the SOC that SOC analysts reference when creating security cases. These can communicate short term situations where a security case may not be needed, such as during testing or maintenance windows.
- Customer Notebook - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- Contact Procedures - Escalation procedures and instructions on who to contact that the SOC will consult if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

Together, these functions quickly spread important information to security teams and analysts.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

2.4.2 Service Modules

The following subsections describe the service modules selected in **Table 2-2. Service Modules**.

2.4.2.1 ActiveEye Remote Security Sensor

ActiveEye Remote Security Sensors (AERSS) integrate the ActiveEye platform with network elements, enabling it to collect logs from syslog, as well as analyze network traffic over span port connections and scan elements for vulnerabilities.

AERSS will be deployed into the ASTRO 25 network and applicable CEN systems to deliver the service. These sensors monitor geo diverse sites in the system for security events and pass security information to the ActiveEye platform.

2.4.2.2 Log Collection / Analytics

The Log Analytics function collects logs and other security information from applicable servers, workstations, switches, routers, Intrusion Detection system, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year but no longer than 90 days following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see **Table 2-2. Service Modules** for subscription details.

2.4.2.3 Network Detection

The AERSS deployed in applicable CEN systems include an Network Detection System that constantly monitors traffic passing across, into, or out of the CEN infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

2.4.2.4 Endpoint Detection and Response

ActiveEye Managed Endpoint Detection and Response (EDR) integrates with the ActiveEye Security Management platform to provide additional threat intelligence, automated investigation, and orchestrated response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform, where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, block list a file, allow list a file, and remove file) on endpoints to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the Customer's EDR tool and security policies.

The license for the EDR solution may be included with this service if not already procured by the Customer. See **Table 2-2**. Service Modules for subscription details.

2.4.2.5 Vulnerability Detection

Vulnerability Detection collects vulnerability scan information for the Customer's CEN by integrating ActiveEye with leading third-party vulnerability assessment tools. This integration provides a central view of system risk. ActiveEye will analyze new scan results and notify the Customer and Motorola of newly discovered system, application, and network vulnerabilities.

2.4.3 Security Operations Center Monitoring and Support

ASTRO[®] 25 Managed Detection and Response is performed by Motorola's Secure Operations Center (SOC) using the ActiveEyeSM Security Management platform. The SOC's expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting Customer's ASTRO 25 network and applicable CEN systems.

The SOC team operates from secure, redundant locations in the United States. The teams can securely operate at remote locations if needed. The teams complete regular training on customer data management and privacy to protect sensitive customer data.

Section 3

Statement of Work

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions (“Motorola”) Cyber Security services as presented in this proposal to City of Salisbury & Rowan County, NC (hereinafter referred to as “Customer”).

In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only.

3.1 Deployment Timeline and Milestones

To initiate the ASTRO[®] 25 Managed Detection and Response service to function, Motorola and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

Phase 1: Information Exchange

Motorola Responsibilities: After contract execution, schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted either remote or in-person, at the earliest mutually available opportunity.

Customer Responsibilities: Identify and ensure participation of key team members in kickoff and project initiation activities.

Phase 2: Infrastructure Readiness

Motorola Responsibilities: Provide detailed requirements regarding Customer infrastructure preparation actions after kick-off meeting.

Customer Responsibilities: Accomplish all infrastructure preparation.

Phase 3: System Buildout and Deployment

Motorola Responsibilities: Motorola will build and provision tools in accordance with the requirements of this proposal, and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions.

Customer Responsibilities: Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

Phase 4: Monitoring Turn Up

Motorola Responsibilities: Monitor the service and ensure all in-scope assets are properly forwarding logs or events. Motorola will notify Customer of any exceptions. Motorola will begin monitoring any properly connected in-scope sources after the initial tuning period.

Customer Responsibilities: Customer must ensure appropriate connectivity for all in-scope assets to the service and address any exceptions noted by Motorola.

Phase 5: Tuning/Report Setup

Motorola Responsibilities: Conduct initial tuning of the events and alarms in the service, as well as set up initial reports (User Access, Administration Events, and Configuration Findings Reports).

Customer Responsibilities: Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. Customer must engage the Security Operations Center (SOC) team in discussing the tuning approach and confirm the configurations requested.

3.2 ActiveEye Security Management

Motorola Responsibilities

- Provide, implement, maintain, and when necessary replace under warranty hardware and software required to monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
- If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola Solutions will install it as part of this service.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Maintain trained and accredited technicians.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity.
- Respond to security incidents in the Customer's system in accordance with Section 1.9: Managed Detection and Response Priority Level Definitions and Response Times.
- Work with the Customer to ensure that all devices that support logging within the ASTRO 25 network and applicable CEN systems have properly configured Syslog to forward events to the AERSS.
- Provide the Customer with access to the ActiveEye Security Management platform, so the Customer can access security event and incident details.

Customer Responsibilities

- This Service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences.
- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola equipment installed or utilized at the Customer's premises to support service delivery.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.

- Notify Motorola if any new components need to be incorporated in ASTRO® 25 Managed Detection and Response. Changes to monitored components may result in changes to the Pricing of the ASTRO® 25 Managed Detection and Response service.
- As necessary, upgrade the ASTRO 25 system to supported releases.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola software copyright owners.
- Provide assistance to Motorola and perform all acts that are reasonable or necessary to enable Motorola to deliver the services described in this SOW.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Obtain any third party consents required to enable Motorola to provide the monitoring service.

3.2.1 Service Modules

The following subsections describe the delivery of the service modules selected in **Table 2-2**. Service Modules.

3.2.1.1 Log Analytics

The ActiveEye platform will continuously monitor for events of interest and alerts generated by integrated components, and cross-correlate them with other information within the platform. The Customer can configure customizable alerts and notifications for detected security events.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to ActiveEye or the appropriate Remote Security Sensor.

Customer Responsibilities

- Configure networking infrastructure to allow ActiveEye Remote Security Sensor to communicate with ActiveEye as defined.
- Configure log sources or on-premises security information and event management (SIEM) solution to either enable ActiveEye to authenticate to the system or configure log sources to be forwarded to ActiveEye.
- Update log source configurations as necessary to optimize log content and volume sent to ActiveEye Security Management platform.

3.2.1.1.1 Network Detection

ActiveEye Network Detection enables security teams to automate investigation of network alerts and view this activity in the context of other user activity.

Motorola Responsibilities

- Work with the Customer to integrate ActiveEye Remote Security Sensor(s) containing Network Detection into the Customer's system.

Customer Responsibilities

- Configure networking infrastructure to allow ActiveEye Remote Security Sensor to communicate with ActiveEye as defined.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a SPAN port on a switch) network traffic to the ActiveEye sensor.

3.2.1.2 Endpoint Detection and Response

Motorola Responsibilities

- Work with the Customer to integrate ActiveEye Service Connector(s) necessary to monitor and interact with the Customer's Endpoint Detection and Response (EDR) solution.

Customer Responsibilities

- Deploy and maintain EDR agents to required systems.
- Configure networking infrastructure to allow EDR agents to communicate with centralized server components.
- Configure EDR solution to enable ActiveEye connection for event/alert collection and response actions.

3.2.1.3 Vulnerability Detection

Vulnerability Detection is available for CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

The SOC will meet with Customer every thirty (30) days to review current threat statistics and current urgency based on the Customer environment and the active threat landscape.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for depth, scope, and schedule.
- Verify that vulnerability scans are operating properly on the determined schedule.
- Support the Customer in troubleshooting scheduled scan issues.
- Assist the Customer with configuring policies and alerts so that the Customer is made aware of vulnerabilities as they are identified.

Customer Responsibilities

- Configure networking infrastructure to allow vulnerability sensors to communicate with centralized server components.
- Perform any remediation actions required to address identified vulnerabilities.
- In the case of authenticated scans, the Customer is responsible for maintaining up to date credentials in the vulnerability scanning platform.
- Configure Vulnerability Detection solution to enable ActiveEye connection for scan result collection.

- Work with Motorola to configure scans to match the Customer’s preferences for depth, scope, and schedule.
- Perform any remediation actions required to address identified vulnerabilities.

3.2.2 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday to Friday from 8am to 7pm CST. Support requests are stored in a ticketing system for accountability and reporting.

Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

3.3 Security Operations Center Monitoring and Support

Motorola’s Security Operations Center (SOC) will provide continuous 24x7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify the Customer in accordance with Table 3-1. Priority Level Definitions and Notification Times.

Motorola will start monitoring the ASTRO® 25 Managed Detection and Response service in accordance with Motorola processes and procedures after deployment, as described in Section 3.1 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting.

3.3.1 Ongoing Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer’s defined Incident Response Process
- Attempt to determine the root cause and extent of compromise using existing monitoring capabilities in place as part of the Service.
- Analysis and support to help the Customer determine if the Customer’s corrective actions are effective.

- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a Network Map detailing the Customer’s network architecture for network(s) in scope for the Service, if available.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.
- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola’s ability to perform the Managed SOC Service, as described in this SOW.

3.3.2 Priority Level Definitions and Notification Times

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 3-1. Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of Customer’s ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: <input checked="" type="checkbox"/> Malware that is not quarantined by anti-virus <input checked="" type="checkbox"/> Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: <input checked="" type="checkbox"/> Malware that is quarantined by antivirus. <input checked="" type="checkbox"/> Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: <input checked="" type="checkbox"/> Suspected unauthorized attempts to log into user accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Suspected unauthorized changes to system configurations, such as firewalls or user accounts. <input checked="" type="checkbox"/> Observed failures of security components. <input checked="" type="checkbox"/> Informational events. <input checked="" type="checkbox"/> User account creation or deletion. <input checked="" type="checkbox"/> Privilege change for existing accounts. 	
Low P4	These are typically service requests from Customer.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

3.4 Limitations and Exclusion

ASTRO® 25 Managed Detection and Response does not include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer’s Incident Response Plan.

3.5 Scope Limitations and Clarifications

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer’s system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices.

Customer and Third Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

Section 4

Proposal Pricing

4.1 Pricing Summary

Motorola pricing is based on the services presented. The addition or deletion of any component(s) may subject the total solution price to modifications.

The following table describes annual recurring payments for managed security services:

Product Description	Annual Service Price
ASTRO Managed Detection and Response – Year 1	\$51,815.02
Initial Subscription Period Year 1 (Due at Signing):	\$51,815.02

Initial Subscription Period after Year 1:

Description	Price
Initial Subscription Period - Year 2	\$53,369.47
Initial Subscription Period - Year 3	\$54,970.55
Initial Subscription Period - Year 4	\$56,618.27
Initial Subscription Period - Year 5	\$58,317.80

4.2 Payment Schedule & Terms

Period of Performance

The initial subscription period of the contract will extend five (5) years from the Commencement Date of Service, defined as the date data is available for analysis, or not later than thirty (30) days after Motorola provides the Customer with necessary hardware or software to connect the first data source.

Term

The Term of the contract begins on the Commencement Date of Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term, the Service will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Service not less than sixty (60) days prior to the end of the Term then in effect.

Billing

Upon acceptance of this proposal by the Customer, Motorola will invoice the Customer upon the execution of this proposal for all service fees in advance for the full annual amount according to the Pricing table in Section 4.1 Pricing Summary.

Thereafter, Motorola will invoice the Customer annually, in advance for (a) the Services to be performed (as applicable); and (b) any other charges incurred as agreed upon between the parties during the term of the subscription.

Cyber Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including (i) Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services, (ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Statement(s) of Work” or “SOW(s)” as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) A-1, A-2, A-3, etc., and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Addendum. Statements of Work may set out certain “Deliverables,” which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW and this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”). Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer’s receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola (“Supplied Equipment”), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, “Motorola Materials”). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Services and associated deliverables solely for Customer’s internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, “Non-Motorola Content”) with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services (“Customer-Provided Equipment”), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall

Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2. Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4. **Pass-Through Warranties.** Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 5 LIMITATION OF LIABILITY

5.1. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. **DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. **ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola’s or its affiliate’s services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

In witness whereof, the Parties hereto have executed this Addendum as of the Effective Date.

MOTOROLA

CUSTOMER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-1696987
 Contract Number: USC000004395
 Contract Modifier: R11-MAR-22 20:27:43

Date: 03/14/2022

Company Name: SALISBURY, CITY OF
Attn:
Billing Address: 132 N MAIN ST
City, State, Zip: SALISBURY , NC, 28144
Customer Contact:
Phone:

Required P.O. :
 Customer # : 1011517060
 Bill to Tag # :
 Contract Start Date : 01-Jul-2022
 Contract End Date : 30-Jun-2027
 Anniversary Day : Jun 30th
 Payment Cycle : MONTHLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC01SVC1425C	ONSITE RESPONSE-LOCAL DISPATCH-LIMITED	
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	
	SVC01SVC1103C	ASTRO NETWORK MONITORING	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC05SVC0483A	CYBERSECURITY PROFESSIONAL SERVICES	
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	
	SVC01SVC0140A	REMOTE SUS	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC MC-	
	LSV01S01419A	IOT TECH TELE SUPP (SCADA)	
		Subtotal - Recurring Services	\$125,690.42
		Subtotal - One-Time Event Services	\$0.00
		Total	\$125,690.42
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : SALISBURY, CITY OF
Contract Number : USC000004395
Contract Modifier : R11-MAR-22 20:27:43
Contract Start Date : 01-Jul-2022
Contract End Date : 30-Jun-2027



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Quote Number : QUOTE-1696987
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1696987
Contract Number: USC000004395
Contract Modifier: R11-MAR-22 20:27:43

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

Name of Group(s) or Individual(s) Making Request: Ruth C. Kennerly, HR Director

Name of Presenter(s):

Requested Agenda Item: Recognition of the NCDOL Certificate of Safety Achievement for the City of Salisbury

Description of Requested Agenda Item: The City of Salisbury received the Certificate of Safety Achievement for the third consecutive year Gold. This is in recognition of the outstanding safety and health efforts of the City of Salisbury that resulted in a substantial reduction of injuries and illnesses and the promotion of safer working conditions in 2021. The Risk Manager, Leigh Ellington, was in attendance of the banquet to receive the award presented by Commissioner of Labor Josh Dobson.

Attachments: Yes No

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

N/A

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

Contact Information for Group or Individual: Ruth C. Kennerly, rchap@salisburync.gov, 704.638.2168

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Mayor's Office Only

Approved

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Wendy Brindle, City Engineer

Requested Agenda Item: Voluntary Annexation – Harrison Road

Description of Requested Agenda Item:

A public hearing concerning the voluntary annexation for 134.3 acres, located on Harrison Road, and identified as Tax Map 450 Parcel 001, was scheduled for May 17, 2022. The hearing has been properly advertised, and staff finds the request to meet the standards of NCGS 160A-31. Statutes require the effective date of the annexation to be on the date of adoption or June 30th. The petitioner has requested an effective date on the date of adoption. Therefore, after the public hearing, City Council will consider adopting an Ordinance for the annexation of Parcel 450-001 on Harrison Road, effective May 17, 2022.

Attachments: Yes No

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

The current tax value of the property is \$1,312,808. The plan is to construct 134 single family homes, which is estimated to provide approximately \$241,200 in future annual tax revenue. The City will incur additional costs for police and fire protection, which is indeterminable.

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

City Council to hold a public hearing and consider adoption of an Ordinance to annex 134.3 acres located on Harrison Road and identified on Tax Map 450 as Parcel 001, per NCGS 160A-31 effective May 17, 2022

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

S. Wade Funches

Finance Director Signature

Wendy Brindle

Department Head Signature

[Signature]

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

“AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 134.3 ACRES LOCATED ON HARRISON ROAD, TAX MAP 450 PARCEL 001

WHEREAS, the City Council of Salisbury has been petitioned under G.S. 160A-31 to annex the area described herein, and the City Clerk has certified the sufficiency of said petition; and

WHEREAS, a public hearing on the question of this annexation was held by City Council on May 17, 2022 at 6:00 p.m. after due notice by publication on May 5, 2022 in the Salisbury Post; and

WHEREAS, the City Council of Salisbury does find as a fact that said petition meets the requirements of G.S. 160A-31; and

WHEREAS, the City Council of Salisbury further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council of Salisbury further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Salisbury and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory, and also shown on the attached annexation plat, is hereby annexed and made part of the City of Salisbury as of the 17th day of May 2022. The survey plat that describes the annexed territory is that certain survey plat entitled Proposed Contiguous Annexation into the City of Salisbury, NC located on Harrison Road, dated 3-16-2022, and recorded in Book of Maps _____ Page _____, Rowan County Register of Deeds:

Beginning at an existing #5 Rebar Found on the southern right of way NC State Road No. 1710, and being South West corner of property as being described as being the remaining portion of ; Alice Cannon Guille, (D.B. 266, PG. 52) said point also being the North West property corner of Robert Earl Carpenter, (D.B. 1045, PG. 606) and the North East property corner of Jerry Smith, (D.B. 767, PG. 259) and said beginning point also having North Carolina State Plane NAD 83 Coordinates (NORTHING = 911,462.86 ft., EASTING 2,005,794.99 ft.) as derived from; North Carolina Geodetic Survey Station; “LINK” NCSPC (NC Zone 3200), NORTHING = 214744.150 Meters; EASTING = 470150.694 Meters. From said point of Beginning, crossing North Carolina State Road No. 1710 and along the Eastern boundary line of Westwood Subdivision Section No. 2 (Plat Book 9995, Pg. 1626) N 00°04'00” W 383.27 ft. to an # 5 Rebar Found,

and passing a City of Salisbury Annexation Boundary marker 0.3ft. Left of line at 62.80ft. said marker being on the Northern right of way of said road, continuing with the Eastern line of Westwood Subdivision Section No. 6 (Plat Book 9995, Pg. 2103), (6) courses; N 00°03'20" E 177.44 ft. to an existing # 5 Rebar Found, thence N 02°25'10" E 132.46 ft. to an existing # 5 Rebar Found, thence N 02°37'58" E 115.09 ft. to an existing #5 Rebar Found, thence N 02°27'51" E 159.82 ft. To an existing # 5 Rebar Found, thence N 02°29'32" E 620.65 ft. to an existing # 5 Rebar Found, thence N 02°28'25" E 264.80 ft. to an ¾ inch Iron Pipe, Said pipe being the North East property corner of Westwood Section No. 6 (Lot No. 17) and also being the South East property corner of Raymond W. Poteat, (D.B. 652, PG. 406) thence with the Poteat Line N 03°01'03" E, passing a City of Salisbury Annexation Boundary marker on line and on the Southern right of way of said Railroad at 993.22 ft. continuing for a total of 1097.43ft. to a point in the Centerline of Norfolk Southern Railroad, thence with the Centerline of Railroad, S 70°39'00" E 2462.10 ft. to an # 5 Rebar Found Centerline Railroad, being the North East property corner of Food Lion, INC., thence with Food Lion, INC. (3) three courses; (1) passing a City of Salisbury Annexation Boundary marker on line at 124.93 ft. S 17°14'49" W for a total distance of 759.51 ft. to a Concrete Marker, Said marker being City of Salisbury Annexation Boundary marker, (2) S 09°31'50" E passing a # 5 Rebar on line at 965.33 ft. and being on the Northern Bank of a Branch continuing for a total distance 982.60 ft. to a point in said Branch, (3) thence with Branch S 16°15'50" E 477.42 ft. to an # 5 Rebar Found in Centerline of Branch over culverts and also being at a point along the Northern right of way of NC State Road No. 1710 and being the North East property corner of North Carolina Department of Transportation, (D.B. 647, PG. 473), thence as the NCSR No. 1710 Northern right of way with a curve turning to the left with an arc length of 928.00 ft., with a radius of 2032.44 ft., with a chord bearing of N 83°06'58" W, with a chord length of 919.96 ft., to a # 5 Rebar set in the Northern road right of way, thence S 06°11'37" E 30.00 ft. to a "Mag" Nail set CenterLine road, being in the Northern line of Ralph H. Cashion, (D.B. 336, PG. 27) thence following the Cashion property (3) three courses, (1) S 83°33'27" W 239.24 ft. to a "Mag" Nail set CenterLine, (2) S 00°57'45" W 84.18 ft. to a "Mag" Nail set CenterLine, (3) N 89°46'30" W 199.72 ft. to a 1 inch Iron Pipe found in Centerline Old Road bed, formerly (Sherrill's Ford Road) now abandoned, said being the South East property corner of Alice Slater Cannon Guille, (D.B. 504, PG. 205) of which being part of this description, continuing with old road bed N 87°31'37" W, passing a # 5 Rebar set on line at the Southern right of way of NCSR No. 1710 at 206.27 ft. continuing for a total distance of 1160.06 ft. which is the point of beginning, having an area of 134.346 acres more or less, for a more complete description see survey and plat entitled Plat of Property Surveyed For: Edwards Timber Company, Inc. by Dixie Land Surveying, PLLC dated 5-16-08.

Property described hereon subject to of NC State Road No. 1710 right of way, Norfolk Southern Railroad right of way (100 ft. South of Centerline Railroad), Piedmont Natural Gas right of way lying within Norfolk Southern Railroad right of way and City of Salisbury Sanitary Sewer Easements; (D.B. 624, PG. 182 and D.B. 1004, PG. 622)

Section 2. Upon and after the 17th day of May 2022, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other parts of the City of Salisbury. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

Section 3. The Mayor of the City of Salisbury shall cause to be recorded in the office of the Register of Deeds of Rowan County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1."

Adopted this 17th day of May 2022.

Karen K. Alexander, Mayor

ATTEST: _____
Kelly Baker, MMC
Administrative Services Director/City Clerk

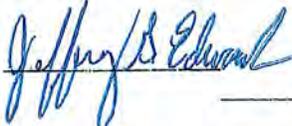
Date: 1/5/22



PETITION REQUESTING VOLUNTARY ANNEXATION
Parcel 450-001 Harrison Road

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>450</u> PCL <u>001</u>	<u>Edwards Timber Co. Inc.</u>		<u>PO Box 219</u> <u>Marshville, NC 28103</u>

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Mason Howerzyl (DRG) Telephone Number (704) 343-0608 x368

For Office Use Only:

Total number of parcels 1 Number Signed 1 % Signed 100 Date Returned 3/2/2022
Contiguous per GS 160A-31 or Non-contiguous "satellite" per GS 160A-58 _____ (check one)

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Wendy Brindle, City Engineer

Requested Agenda Item: Voluntary Annexation – 275 Cross Drive

Description of Requested Agenda Item:

A public hearing concerning the voluntary annexation for 275 Cross Drive was scheduled for May 17, 2022. The hearing has been properly advertised, and staff finds the request to meet the standards of NCGS 160A-31. Statutes require the effective date of the annexation to be on the date of adoption or June 30th. The petitioner has requested an effective date on the date of adoption. Therefore, after the public hearing, City Council will consider adopting an Ordinance for the annexation of 275 Cross Drive, effective May 17, 2022.

Attachments: Yes No

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

The current tax value of the property is \$62,052. The plan is to construct one single family home, which is anticipated to provide approximately \$1,440 annual tax revenue. This annexation will fill in a "hole" in the City Limits, and costs to the City for services will be negligible.

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
City Council to hold a public hearing and consider adoption of an Ordinance to annex 275 Cross Drive, 6.943 acres identified on Tax Map 064 as part of parcel 212, per NCGS 160A-31 effective May 17, 2022

Contact Information for Group or Individual:

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

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

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

FINANCE DEPARTMENT INFORMATION:

S. Wade Funches

Finance Director Signature

[Signature]

Budget Manager Signature

Wendy Brindle

Department Head Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

“AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 6.943 ACRES LOCATED AT 275 CROSS DRIVE

WHEREAS, the City Council of Salisbury has been petitioned under G.S. 160A-31 to annex the area described herein, and the City Clerk has certified the sufficiency of said petition; and

WHEREAS, a public hearing on the question of this annexation was held by City Council on May 17, 2022 at 6:00 p.m. after due notice by publication on May 5, 2022 in the Salisbury Post; and

WHEREAS, the City Council of Salisbury does find as a fact that said petition meets the requirements of G.S. 160A-31; and

WHEREAS, the City Council of Salisbury further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council of Salisbury further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Salisbury and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory, and also shown on the attached annexation plat, is hereby annexed and made part of the City of Salisbury as of the 17th day of May 2022. The survey plat that describes the annexed territory is that certain survey plat entitled Voluntary/Contiguous Annexation Map for Adrienne Grier, dated 3-23-2022, and recorded in Book of Maps _____ Page _____, Rowan County Register of Deeds:

Beginning at an existing ½” iron pipe the south west corner of James O. Bonds, III, Deed Book 1352 Page 407, labeled as a control corner and having N.C. Grid Coordinates of N 689,261.0084’ and E 1,565,284.7528’ in the line of Andrea C. Cordts, Deed Book 1193 Page 618 and the existing City Limits line of Salisbury, N.C. thence running 18 lines with the existing City Limit line:

(1) S 45° 07’ 03” E, 49.84’ to an existing #5 rebar, Cordts’ south west corner in the line of Adrienne Grier, Deed Book 1386 Page 563, thence crossing Grier’s property, (2) S 45° 07’ 03” E, 50.16’ to an existing #5 rebar, Terry Crooks north west corner, thence with Crook’s line, (3) S 45° 07’ 03” E, 150.00’ to a bent #5 rebar, thence continuing with Crook & Francisco Cuevas, (4) S 45° 07’ 03” E, 225.00’ to 3” axle the north west corner of Carlos Romero, thence with Romero’s line and John Whitaker’s line, (5) S 45° 07’ 03” E, 178.28’ to a bent 1” iron pipe, thence crossing Adrienne Grier’s property (6) S 45° 07’ 03” E, 220.39’ to a point in the line of Walter C. Randall, thence with Randall’s

line (7) S 19° 14' 38" W, 152.82' to an existing #5 rebar in the line of K & J Partnership, LLC, thence four lines with K & J Partnership, LLC (8) N 67° 51' 44" W, 58.93' to a #5 rebar, (9) N 76° 34' 24" W, 65.09' to a point, (10) N 74° 22' 14" W, 100.46' to a #5 rebar, (11) S 68° 59' 44" W, 42.53' to a point in the southern line of Timothy B. Jones, thence three lines with Jones' (12) N 19° 09' 32" E, 100.00' to a bent #5 rebar, (13) N 70° 50' 28" W, 63.23' to an existing sanitary sewer manhole, (14) N 74° 04' 22" W, 145.82' to a #5 rebar, the south east corner of Donna K. Mason, thence two lines with Mason, (15) N 74° 04' 22" W, 166.10' to an existing sanitary sewer manhole, (16) N 72° 58' 36" W, 75.00' to an existing #5 rebar the south east corner of Shivani Aggarval, thence with Aggarval and Millenium Trust Co., LLC two lines, (17) N 72° 58' 36" W, 162.24' to an existing sanitary sewer manhole, (18) N 66° 37' 56" W, 156.17' to an existing #5 rebar in the southern line of James O. Bonds, III, thence with Bond's a new City Limits line, N 45° 14' 49" E, 538.94' to the point and place of Beginning and Being 6.943 Acres to be annexed to the City of Salisbury. As surveyed and mapped by Shulenburg Surveying Company, P.A. dated 03/23/2022.

Section 2. Upon and after the 17th day of May 2022, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other parts of the City of Salisbury. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

Section 3. The Mayor of the City of Salisbury shall cause to be recorded in the office of the Register of Deeds of Rowan County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1."

Adopted this 17th day of May 2022.

Karen K. Alexander, Mayor

ATTEST: _____
Kelly Baker, MMC
Administrative Services Director/City Clerk

Date: 2/18/2022



Property at 275 Cross Drive,
Salisbury NC, 28146

**PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Parcel # 064 2120000002**

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original maps of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

The annexation will include the rights-of-way of roads adjacent to the property to be annexed.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>064</u> PCL <u>2120000002</u>	<u>Adrienne Grier</u>		<u>3406 Pine Meadow Dr. Charlotte, NC 28269-4424</u>
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____
TM ___ PCL _____	_____	_____	_____

(Attach additional petition forms if needed)

Form Revised 9-2014

Contact Person Adrienne Grier Telephone Number 704-844-6155

For Office Use Only:

Total number of parcels 1 Number Signed 1 % Signed 100 Date Returned 3-10-22
Contiguous per GS 160A-31 or Non-contiguous "satellite" per GS 160A-58.1 _____ (check one)

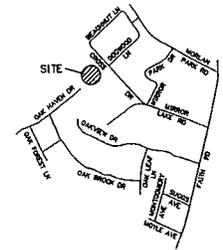
CITY OF SALISBURY

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

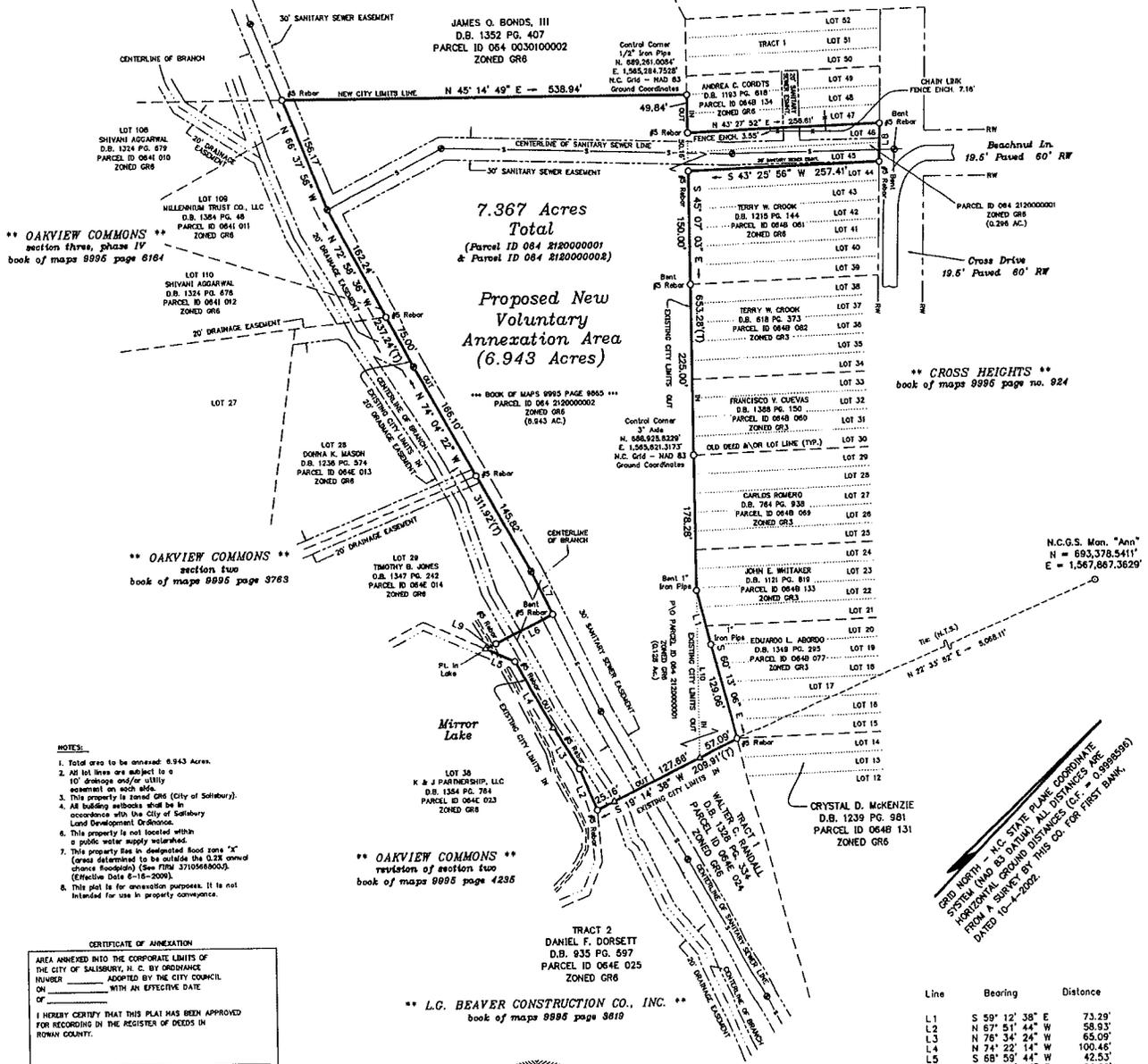
ROWAN COUNTY
 FILED FOR REGISTRATION AT _____ O'CLOCK _____ M.
 2022 AND REGISTERED IN MAP BOOK
 9995 PAGE _____

J. E. BRINDLE, REGISTER OF DEEDS

ASSISTANT/DEPUTY



VICINITY MAP ***NOT TO SCALE



**** OAKVIEW COMMONS ****
 section three, phase IV
 book of maps 8986 page 6164

**** OAKVIEW COMMONS ****
 section two
 book of maps 8995 page 3783

**** OAKVIEW COMMONS ****
 section two
 book of maps 8995 page 3783

**** OAKVIEW COMMONS ****
 revision of section two
 book of maps 8995 page 4236

**** CROSS HEIGHTS ****
 book of maps 8995 page no. 824

- NOTES:**
- Total area to be annexed 6.943 Acres.
 - All lot lines are subject to a 10' drainage and/or utility easement on each side.
 - This property is zoned GR8 (City of Salisbury).
 - All building setbacks shall be in accordance with the City of Salisbury Land Development Ordinance.
 - This property is not located within a public water supply watershed.
 - This property lies in designated flood zone "X" (areas determined to be outside the 0.2% annual chance floodplain) (See FEMA 3710568000).
 - (Effective Date 6-15-2009).
 - This plat is for annexation purposes. It is not intended for use in property conveyance.

CERTIFICATE OF ANNEXATION

AREA ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF SALISBURY, N. C. BY ORDINANCE NUMBER _____ ADOPTED BY THE CITY COUNCIL ON _____ WITH AN EFFECTIVE DATE OF _____

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER OF DEEDS IN ROWAN COUNTY.

MAYOR (SALISBURY, N.C.) _____ DATE _____

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2887 N.C., CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

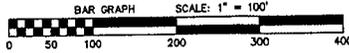
[Signature] 3-23-22
 RICHARD L. SHULENBURGER, P.L.S. DATE



N.C.G.S. Mon. "Ann"
 N = 693,378.5411'
 E = 1,567,867.3629'

GRID NORTH - N.C. STATE PLANE COORDINATE SYSTEM (NAD 83 DATA). ALL DISTANCES ARE FROM A SURVEY BY THIS CO. FOR FIRST BANK, DATED 10-2-2002.

Line	Bearing	Distance
L1	S 59° 12' 38" E	73.29'
L2	N 57° 51' 44" W	58.33'
L3	N 76° 34' 24" W	65.09'
L4	N 74° 22' 14" W	100.46'
L5	S 68° 59' 44" E	42.53'
L6	N 19° 09' 32" E	84.69'
L7	N 70° 50' 28" W	63.23'
L8	S 43° 31' 00" E	50.07'
L9	N 19° 09' 32" E	15.31'
L10	S 45° 07' 03" E	220.39'



- LEGEND**
- Manhole
 - Utility Pole
 - Ex. Iron (as described)
 - New Iron (as rebored)
 - △ Point (not set)
 - Nail
 - ⊕ Centerline
 - RW Right-of-Way

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN

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

REVIEW OFFICER _____ DATE _____

I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N/A) PG. (N/A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23rd DAY OF MARCH, 2022.

VOLUNTARY/CONTIGUOUS ANNEXATION MAP FOR:
Adrienne Grier

SCALE: 1" = 100'

DATE: 3-23-2022
 City of Salisbury

SALISBURY TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
 REFERENCES: Parcel ID 064 210000001 & 064 210000002
 Deed Book 1398 Page 583.
 Book of Maps 8995 Page 885.

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FORM # C-1856)
 614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9623

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Wendy Brindle, City Engineer

Requested Agenda Item: Voluntary Annexation – Peeler Rd, Crow Holdings Industrial

Description of Requested Agenda Item:

A public hearing concerning the voluntary annexation of Peeler Road, parcels 408 030, 410 001, 410 019, 410 029, 410 112, 410 124 was scheduled for May 17, 2022. The hearing has been properly advertised, and staff finds the request to meet the standards of NCGS 160A-58.1. The petitioner has requested the effective date to be on the date of adoption to allow City zoning to be established. Therefore, after the public hearing, City Council will consider adopting an Ordinance for the annexation of 64.3163 acres on Peeler Road, identified as parcels 408 030, 410 001, 410 019, 410 029, 410 112, 410 124, effective May 17, 2022.

Attachments: Yes No

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

The current tax value of the property is \$1,098,614. The plan is to develop an industrial facility that is anticipated to house manufacturing and logistical facilities, with an estimated value of \$69 million. This will generate approximately \$500,223 in property tax revenues for FY 24-25. The City will incur additional costs for police and fire protection, which is indeterminable.

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
City Council to hold a public hearing and consider adoption of an Ordinance to annex parcels 408 030, 410 001, 410 019, 410 029, 410 112, 410 124, 64.3163 acres, per NCGS 160A-58.1, effective upon adoption.

Contact Information for Group or Individual:

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

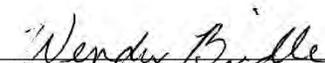
Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

FINANCE DEPARTMENT INFORMATION:



Finance Director Signature



Department Head Signature



Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

“AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 64.3163 ACRES, TAX MAP 408 PARCEL 030 and TAX MAP 410 PARCELS 001, 019, 029, 112, 124, PEELER ROAD

WHEREAS, the City Council of Salisbury has been petitioned under G.S. 160A-58.1 to annex the area described herein, and the City Clerk has certified the sufficiency of said petition; and

WHEREAS, a public hearing on the question of this annexation was held virtually by City Council on May 17, 2022 at 6:00 p.m. after due notice by publication on May 5, 2022 in the Salisbury Post; and

WHEREAS, the City Council of Salisbury does find as a fact that said petition meets the requirements of G.S. 160A-58.1; and

WHEREAS, the City Council of Salisbury further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council of Salisbury further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Salisbury and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory, is hereby annexed and made part of the City of Salisbury as of the 17th day of May 2022. The survey plat that describes the annexed territory is that certain survey plat entitled Annexation plat Parcels 408 030, 410 001, 410 019, 410 029, 410 112, 410 124 Peeler Road, dated 03/04/2022, and recorded in Book of Maps _____ Page _____, Rowan County Register of Deeds:

Being that certain parcel of land located in the Litaker Township, Rowan County, North Carolina and being more particularly described as follows:

BEGINNING at a calculated point located in the center of Peeler Road, said point being the northeast corner of the Meilien S. Chen and Sui Ying Song property as described in Deed Book 1125, Page 990; thence with the centerline of Peeler Road S 76°19'32" E a distance of 550.77' to a calculated point located at the northwest corner of the Peter and Carolyn Brown property as described in Deed Book 1380, Page 724; thence with the Brown property S 04°24'53" W crossing an angle iron at a distance of 197.00' for a total distance of 589.85' to a 1" existing iron

pipe; thence continuing with the Brown property and with the Coy D. and Joyce Wilhelm property the following four (4) courses and distances: 1) S 05°01'37" W a distance of 268.90' to a 1/2" existing iron rod; 2) S 04°39'44" W a distance of 155.97' to a 1 1/4" existing iron pipe; 3) S 03°58'31" W a distance of 384.56' to a 1 1/4" existing iron pipe; 4) S 05°23'29" W a distance of 358.21' to a 1 1/4" existing iron pipe located at a northern corner of the James E. Lylery property, now or formerly; thence with the aforesaid Lylery property the following four (4) courses and distances: 1) N 55°18'39" W a distance of 491.33' to a 2" existing iron pipe; 2) N 74°04'03" W a distance of 218.14' to a 1 1/2" existing iron pipe; 3) S 05°04'13" E a distance of 172.42' to a 1/2" new iron rod; 4) S 21°57'03" E a distance of 190.00' to a 1 1/2" existing iron pipe located at the northeast corner of the Pamela P. Harrop property as described in Deed Book 837, Page 491; thence with the Harrop property N 86°27'03" W a distance of 1175.00' to a 1/2" new iron rod located on the eastern line of the Charles R. Honbarger property as described in Deed Book 1105, Page 678; thence with the Honbarger property the following five (5) courses and distances: 1) N 01°54'56" E a distance of 816.00' to a 1/2" new iron rod; 2) S 87°43'04" E a distance of 32.43' to a 1 1/4" existing iron pipe; 3) N 03°38'14" E a distance of 286.16' to a 1 1/4" existing iron pipe; 4) N 87°33'58" W a distance of 75.85' to a 5/8" existing iron rod; 5) continuing with the Honbarger property and with the MV Enterprises, LLC property as described in Deed Book 1187, Page 143, N 00°44'01" W a distance of 459.41' to a 5/8" existing iron rod located at a southern corner of the Love's Travel Stops & Country Stores, Inc. property as described in Deed Book 1207, Page 615; thence with the Love's Travel Stops & Country Stores, Inc. property the following two (2) courses and distances: 1) N 03°23'09" E a distance of 38.50' to a 5/8" existing iron rod; 2) S 85°44'21" E a distance of 156.43' to a 1 1/2" existing iron rod located at the southwest corner of the Jerry McCullough property as described in Deed Book 1256, Page 328; thence with the McCullough property S 86°40'54" E crossing a 1 1/4" existing iron pipe at a distance of 558.55' for a total distance of 666.88' to a 1 1/4" existing iron pipe located at the southwest corner of the aforesaid Meilien S. Chen and Sui Ying Song property; thence with the Chen/Song property the following two (2) courses and distances: 1) S 86°58'59" E a distance of 477.20' to an existing axle; 2) N 02°01'15" E a distance of 292.27' to the point of beginning, having an area of 2,801,615 sq. ft. (64.3163 acres) according to a survey by Cloninger Bell Surveying & Mapping, PLLC dated March 4, 2022. File No. 1694.

Section 2. Upon and after the 17th day of May 2022, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other parts of the City of Salisbury. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Salisbury shall cause to be recorded in the office of the Register of Deeds of Rowan County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1."

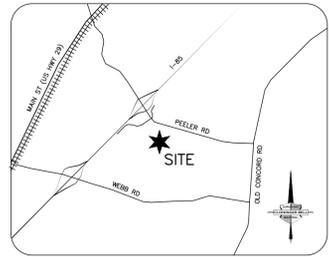
Adopted this 17th day of May 2022.

Karen K. Alexander, Mayor

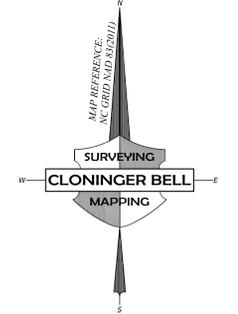
ATTEST: _____
Kelly Baker, City Clerk

INNOVATION LOGISTICS CENTER ANNEXATION PLAT

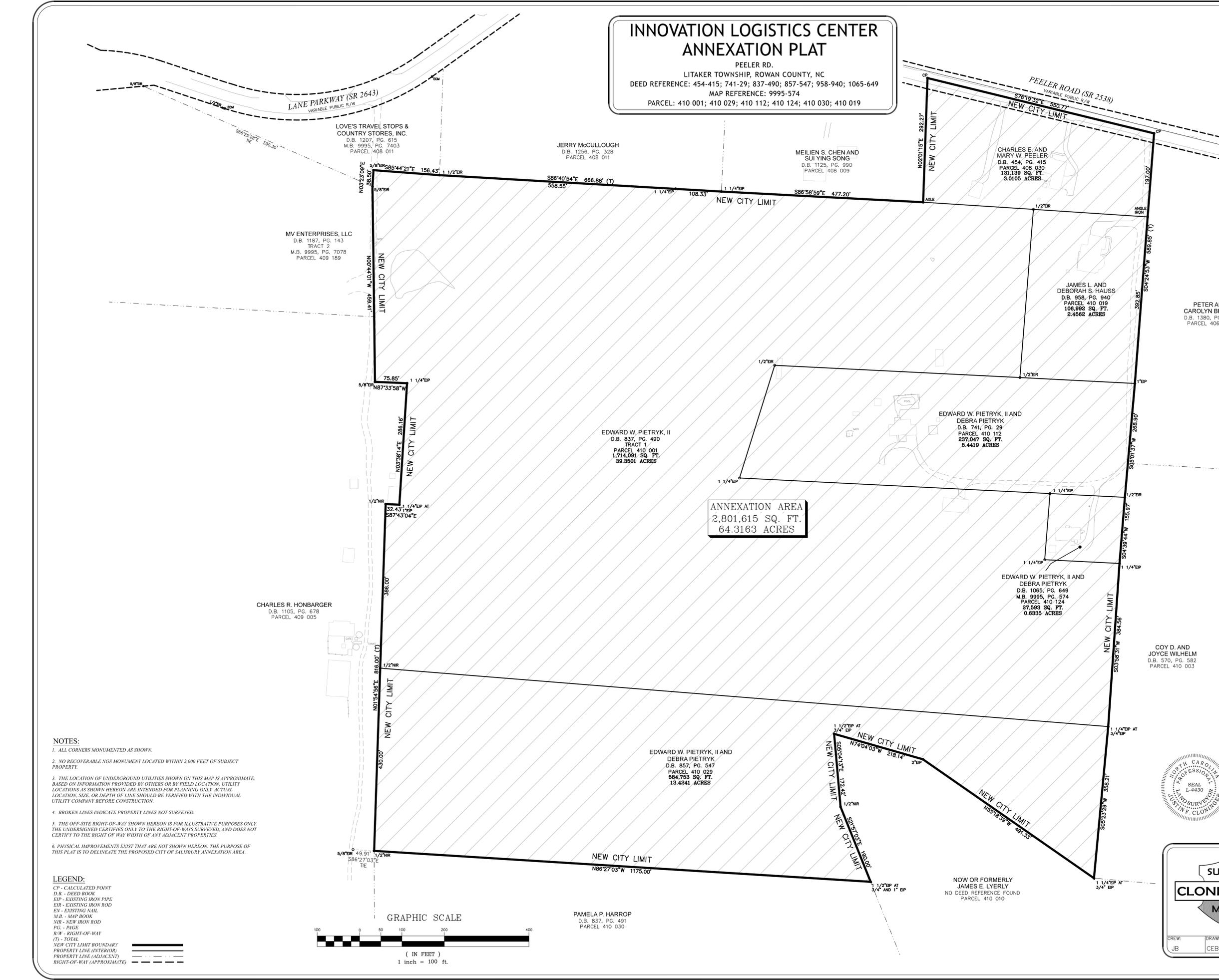
PEELER RD.
LITAKER TOWNSHIP, ROWAN COUNTY, NC
DEED REFERENCE: 454-415; 741-29; 837-490; 857-547; 958-940; 1065-649
MAP REFERENCE: 9995-574
PARCEL: 410 001; 410 029; 410 112; 410 124; 410 030; 410 019



VICINITY MAP
NOT TO SCALE



CLONINGER BELL
SURVEYING & MAPPING



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

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

MAYOR _____ DATE _____

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

REVIEW OFFICER _____ DATE _____

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

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

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

PRELIMINARY

PROFESSIONAL LAND SURVEYOR _____ DATE _____



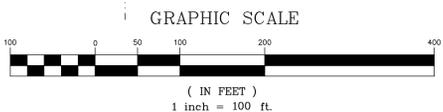
SURVEYING
CLONINGER BELL
MAPPING

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

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

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



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

Date: 3/31/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd Area

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

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

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

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

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

Date: 3/31/2022



**PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd**

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

Property Identification (tax number or street address)	Printed Name (and title if business entity)	Signature	Owner's Address
TM <u>410</u> PCL <u>029</u>	<u>Edward Pietryk</u>	<i>Edward Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>112</u>	<u>Edward Pietryk</u>	<i>Edward Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>112</u>	<u>Debra Pietryk</u>	<i>Debra Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>124</u>	<u>Edward Pietryk</u>	<i>Edward Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>
TM <u>410</u> PCL <u>124</u>	<u>Debra Pietryk</u>	<i>Debra Pietryk</i>	<u>336 Pietryk Dr Salisbury, NC 28146</u>

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

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

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

Date: 3/31/2022



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR Peeler Rd / Pietryk Rd Area

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

1. The petition must be signed by all owners of real property in the area described and shall contain the address of each property owner.
2. The petition must include a metes and bounds description of the area to be annexed and a preliminary annexation boundary survey prepared by a Registered Land Surveyor. Two original mylars of the final annexation boundary survey shall be completed after consultation with the City.
3. If the area is not contiguous to the primary City limits, the petition shall include documentation that:
 - a) The nearest point of the described area is not more than three miles from the primary City limits.
 - b) No point on the described boundary is closer to another municipality than to the City of Salisbury.
 - c) No subdivision, as defined in GS 160A-376, will be fragmented by the proposed annexation.
4. Upon the effective date of annexation and thereafter, the described citizens and property shall be subject to municipal taxes and to all debts, laws, ordinances and regulations in force in the City of Salisbury and shall be entitled to the same privileges and benefits as other citizens and property in the City of Salisbury.

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

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Nick Thornton Telephone Number 704.754.2792

For Office Use Only:

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 05/17/2022

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

Name of Presenter(s): Victoria Bailiff, Senior Planner

Requested Agenda Item: Z-04-2022 – 1375 Peeler Rd; 0 Dukemont St; 158, 277, 331, & 336 Pietryk Dr / Parcel ID 408 030, 410 019, 410 112, 410 124, 410 001, 410 029

Description of Requested Agenda Item: Z-04-2022 Request to rezone six (6) parcels on the southwest corner of Peeler Road and Pietryk Drive, (PID 408 030, 410 019, 410 112, 410 124, 410 001, 410 029) being approximately 64.3 acres Rowan County zoning Rural Residential (RR), Rural Agricultural (RA), and Commercial, Business, Industrial (CBI) to City of Salisbury zoning Light Industrial (LI) upon voluntary annexation.

Attachments: Yes No

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

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

Council to consider adopting an ordinance to rezone the subject parcels as requested.

Contact Information for Group or Individual: Victoria Bailiff, victoria.bailiff@salisburync.gov, 704-638-5212

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:



City of Salisbury
 Development Services
 132 North Main Street
 Salisbury, NC 28144
 E: 1stop@salisburync.gov
 Ph. 704.638.5208

REZONING PETITION

SHADED AREAS FOR STAFF USE ONLY

FILING DATE

CASE #

PLAN REVIEW CASE # (IF APPLICABLE):

ZONING MAP AMENDMENT:

**GENERAL REZONING, LOCAL HISTORIC
 LANDMARK, HISTORIC OVERLAY ADOPTION \$800**

* FEES PER CITY OF SALISBURY BUDGET ORDINANCE

PETITION TYPE

- General Rezoning (LDO Sec. 15.21)
- Petition involves entire parcel(s) as shown on the Rowan County tax map
- Petition involves a portion of a parcel(s) as shown on the Rowan County tax map
- Petitioner is the property owner of record
- Petitioner is an entity requesting a 3rd-party rezoning
- City-initiated rezoning

EXISTING DISTRICT(S): County - CBI, RR, RA

PROPOSED DISTRICT(S): Light Industrial

GENERAL PROPERTY DESCRIPTION (ESPECIALLY IF UNADDRESSED)

Approximately 64.3 acres fronting Peeler Road in Salisbury, NC

PROPERTY & CONTACT INFORMATION

Rowan County Parcel ID(s): 408-030, 410-019, 410-112, 410-124, 410-001, 410-029

Address or Site Location: Peeler Road & Pietryk Drive, Salisbury, NC

Subdivision: _____ **Lot(s):** _____

Petitioner: Crow Holdings Industrial

Address: 4064 Colony Road, Suite 405

Email: mcochrane@chindustrial.com

Best Phone: 704-258-9147

Owner (if different than petitioner): Multiple - Mary Peeler, James Hauss, Deborah Hauss, Debra Peeler, Edward Pietryk

Address: Multiple

Email: Multiple

Daytime Phone: Multiple

SIGNATURE

By signing this petition you understand that this petition will be forwarded to the Planning Board (a City Council-appointed board) who may hear statements from staff, the petitioner, and general public, and will then vote to make a Statement of Consistency and recommendation to City Council. The petition will then be forwarded to City Council who will conduct the official public hearing before casting a deciding vote.

Petitioner (or representative): _____

DEPARTMENT USE ONLY

INITIAL PLANNING BOARD DATE: ___ / ___ / 20___

- **IF SENT TO LEGISLATIVE COMMITTEE**
 - **ASSIGNED LEGISLATIVE COMMITTEE:** _____
 - **LEGISLATIVE COMMITTEE MEMBERS:** _____

 - **DATE OF INITIAL COMMITTEE MEETING:** ___ / ___ / 20___
 - **DATE OF ADDITIONAL MEETINGS:** ___ / ___ / 20___
 ___ / ___ / 20___

 - **COMMITTEE RECOMMENDATION?** _____

- **PLANNING BOARD STATEMENT OF CONSISTENCY & RECOMMENDATION:**

 - **DATE OF RECOMMENDATION:** ___ / ___ / 20___
 - **VOTE:** ()
 - **ADDITIONAL INFORMATION FOR FILE:**

INITIAL CITY COUNCIL DATE: ___ / ___ / 20___

- **IF SENT TO COUNCIL COMMITTEE**
 - **COUNCIL COMMITTEE MEMBERS:** _____

 - **DATE OF INITIAL COMMITTEE MEETING:** ___ / ___ / 20___
 - **DATE OF ADDITIONAL MEETINGS:** ___ / ___ / 20___
 ___ / ___ / 20___

 - **COMMITTEE RECOMMENDATION?** _____

- **CITY COUNCIL STATEMENT OF CONSISTENCY & REASONABLENESS:**

- **DECISION:** _____
 - **DATE OF DECISION:** ___ / ___ / 20___
 - **VOTE:** ()
 - **ADDITIONAL INFORMATION FOR FILE:**



Planning & Zoning Analysis

CASE NO.	Z-04-2022
Petitioner(s)	Crow Holdings Industrial
Owner(s)	Mary Peeler, James Hauss, Deborah Hauss, Debra Peeler, Edward Pietryk
Representative(s)	Matt Cochrane, Crow Holdings Industrial Nick Thorton, Crow Holdings Industrial Colin Brown, Alexander Ricks, PLLC
Address	1375 Peeler Road; 0 Dukemont Street; 158, 277, 331, & 336 Pietryk Drive
Tax Map & Parcel(s)	408-030, 410-019, 410-112, 410-124, 410-001, 410-029
Size / Scope	Approximately 64.3 combined acreage
Location	Located on the southwest corner of the Peeler Road and Pietryk Drive intersection.

PETITIONER REQUEST

Request:	Petition proposes to amend the Land Development Ordinance district map by rezoning six (6) parcels, being approximately 64.3 acres in total, from Rowan County zoning Rural Residential (RR), Rural Agricultural (RA), and Commercial, Business, Industrial (CBI) to City of Salisbury zoning Light Industrial (LI).
Staff Comments:	The petitioner(s) will be required to voluntarily annex into the City of Salisbury prior to development and has already submitted annexation petition.
Uses:	This proposal is for general zoning purposes only. This request is not a conditional district zoning request; therefore, all uses of the requested LI zoning will be permitted per the existing Use Matrix.



Planning & Zoning Analysis

CHARACTER OF AREA

Overview:

The parcels identified in this petition are currently undeveloped or have single family residential structures.

Existing uses in the vicinity include residential, agricultural, and vacant commercial or industrial properties. This rezoning may have some affect to the adjacent residential properties relative to increased traffic and possible noise or smells generally associated with industrial uses dependent upon development proposal.

Surrounding Land Use(s) & Zoning:

<i>Location</i>	<i>Existing Land Uses</i>	<i>Existing Zoning</i>
North of area	Single family home, undeveloped	Rowan County (RR, CBI)
East of area	Single family home, undeveloped	Rowan County (RA)
South of area	Agricultural, undeveloped	Rowan County (RA, RA-AO)
West of area	Agricultural, undeveloped	Rowan County (RR-AO, IND, CBI)



Planning & Zoning Analysis

INFRASTRUCTURE & CIVIC/COMMUNITY FACILITIES

Public Schools:

Elementary: Elizabeth Koontz Elementary
Middle: Southeast Middle
High: Jesse Carson High

Fire District:

The parcel is currently not within a Salisbury Fire district. Upon voluntary annexation, the parcel will be within the South Salisbury Fire Station service area.

Utilities

Water & Sewer:

Sewer is not currently not available to the subject parcels. A sewer extension will be required. Public water is currently available to the property through an existing water line located along Peeler Road.

Transportation

Property Access(s):

The parcel has access on Peeler Road. This access point will not be affected by rezoning the site.

Public Improvements:

Peeler Road is a NCDOT maintained road. Pietryk Drive is a private driveway.

ENVIRONMENT

Topography / Hydrology:

The parcel is relatively flat, however, some eastern portions of the property have slopes of approximately 13 percent. A large section of the property is currently wooded.

Flood Hazard / Streams / Wetlands:

This site is not significantly affected by a USGS blue line stream.



Planning & Zoning Analysis

COMPREHENSIVE & AREA PLANS

Applicable Plans:

Policy I-8:

Vision 2020 Comprehensive Plan

The Interstate 85 corridor, including roadways feeding into the interstate, shall be a focus of coordinated land use policy and capital investments for the development of quality industry.

Staff recommends approval of Z-04-2022, determining the request is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan.

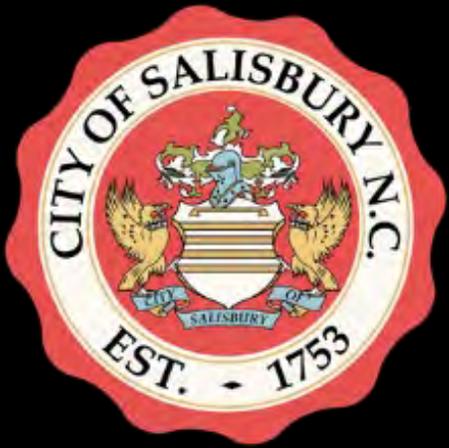


Planning & Zoning Analysis

PLAN REVIEW

Planning Board Recommendation:

This proposal was presented to Planning Board at their courtesy hearing on April 26, 2022. After deliberation, the Planning Board unanimously recommended approval, stating proposal is consistent with the Vision 2020 Comprehensive Plan as submitted.



PETITION TO REZONE

Z-04-2022

CURRENT ZONING: Rural Residential (RR), Rural Agricultural (RA), and Commercial, Business, Industrial (CBI)

PROPOSED ZONING: Light Industrial (LI)

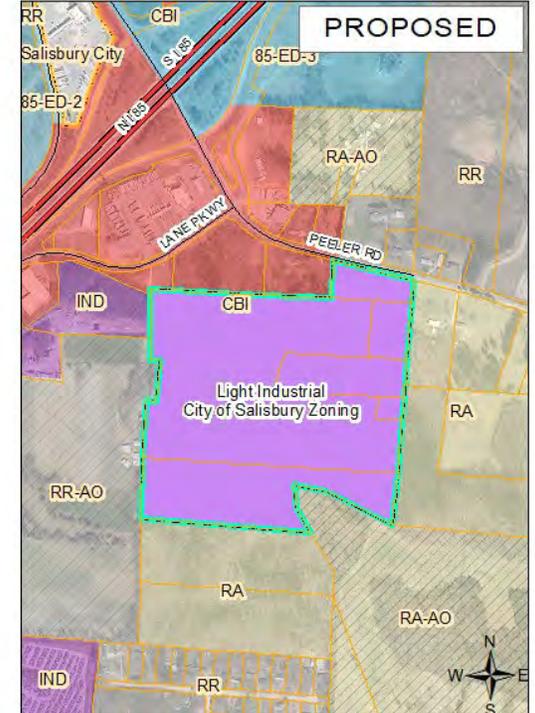
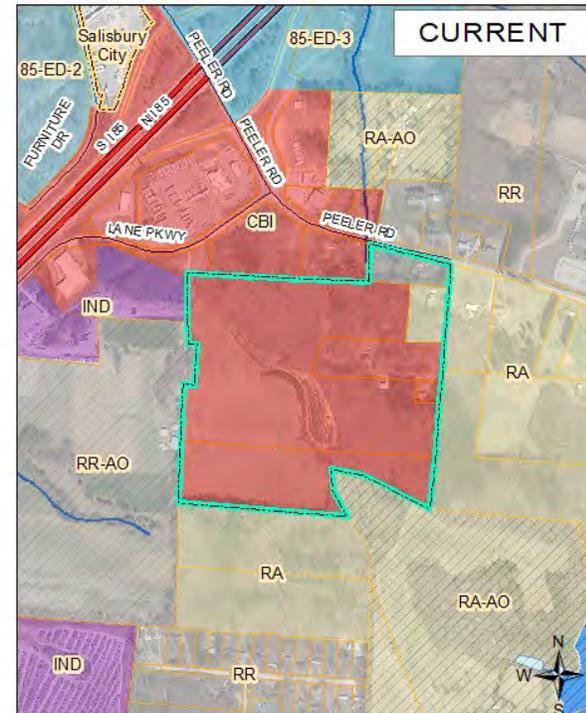
Z-04-2022

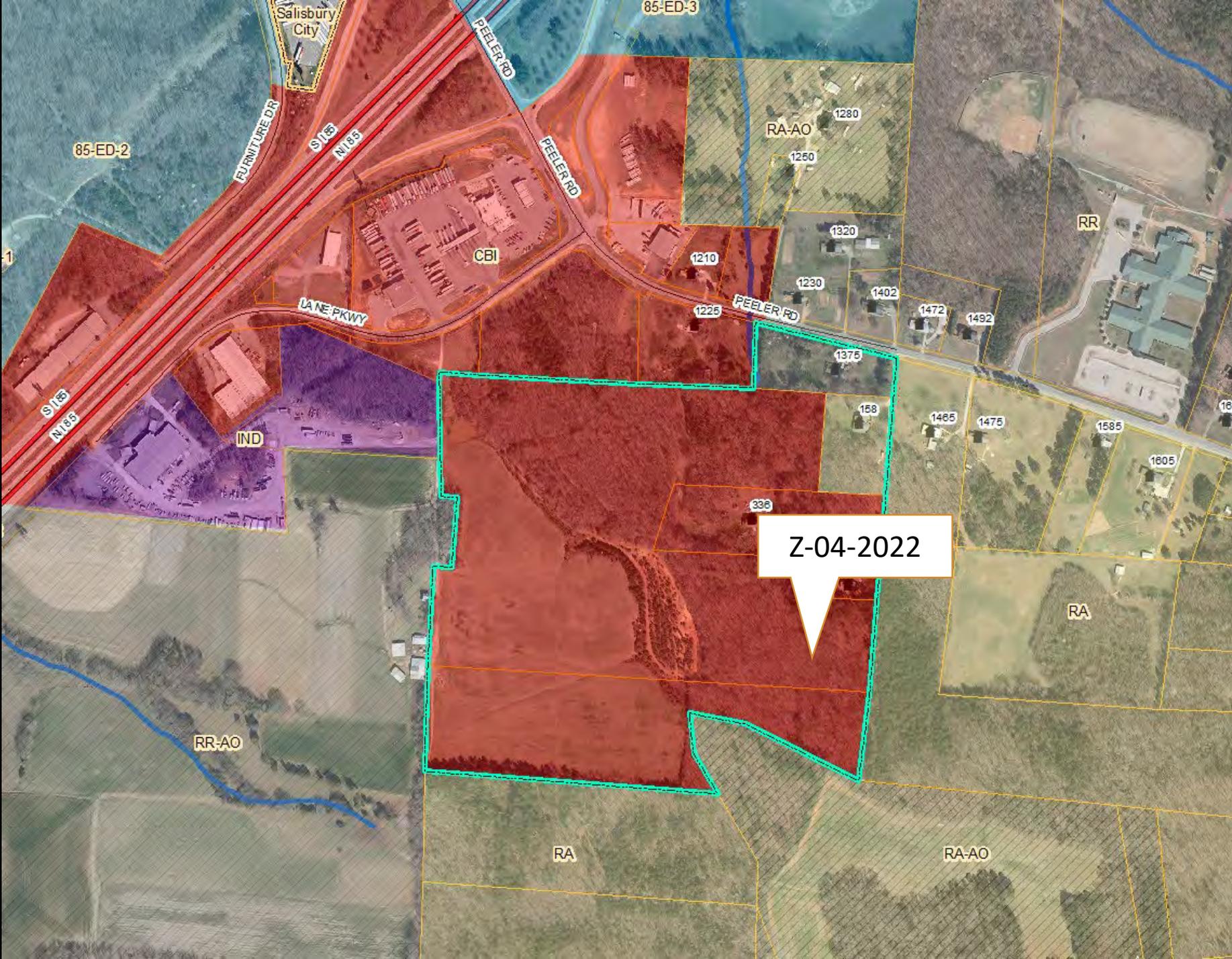
Crow Holdings Industrial - Peeler Road

PID: 408-030, 410-019, 410-001, 410-112, 410-124, 410-029
Current Zoning: CBI, RA, and RR (Rowan County Zoning Districts)
Proposed Zoning: LI (City of Salisbury Zoning District)

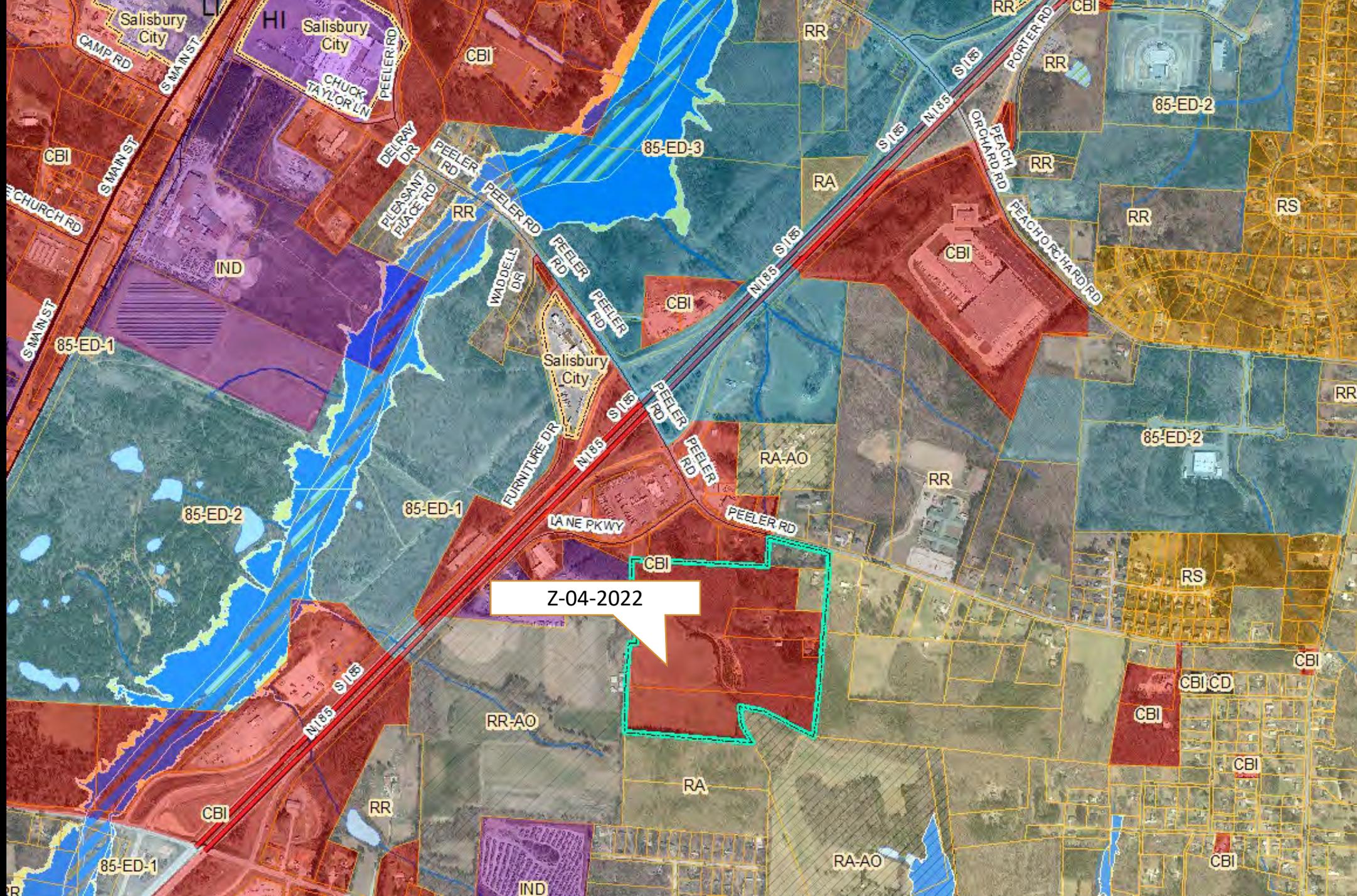


0 250 500 1,000 1,500 2,000 Feet



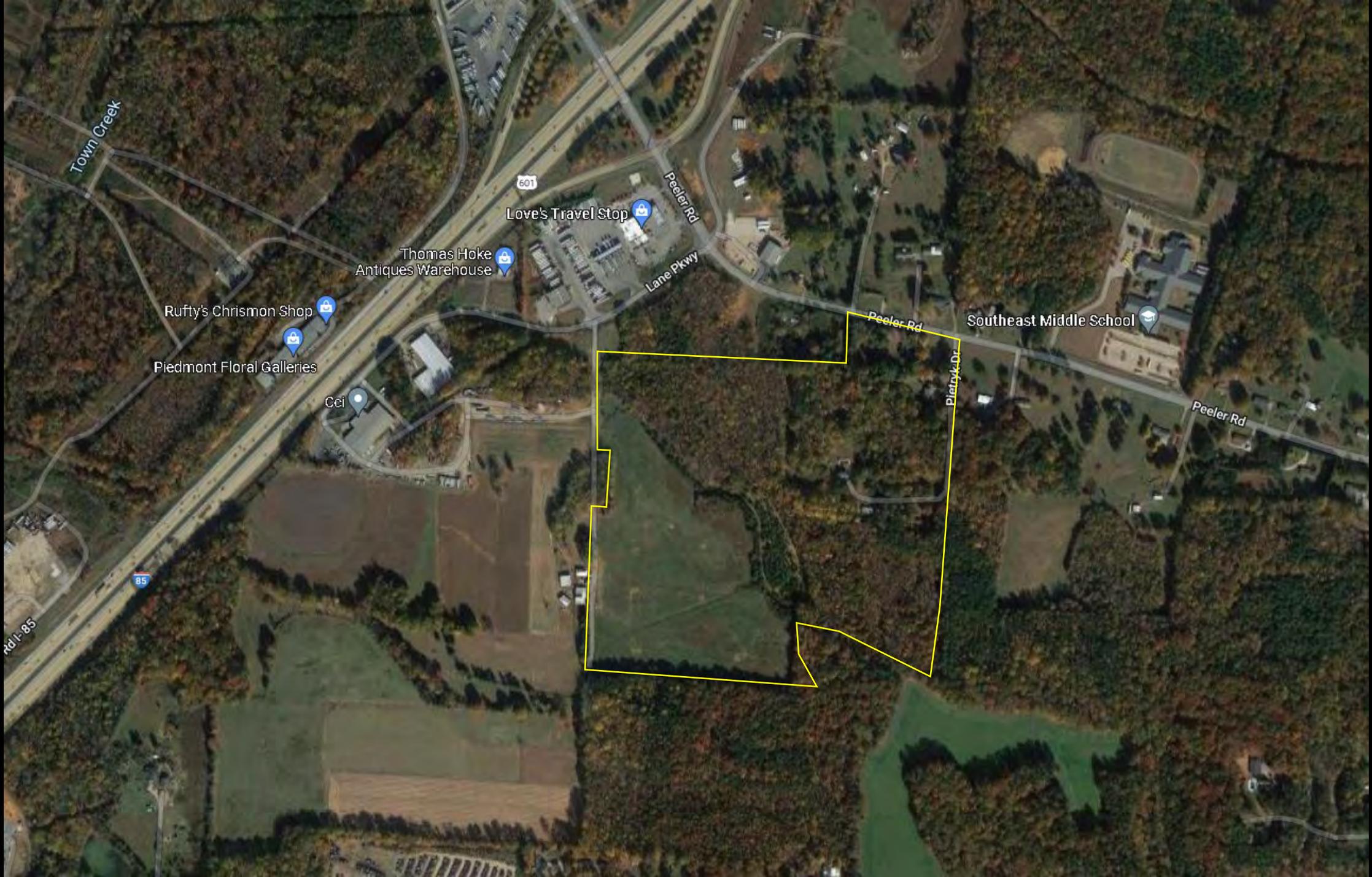


Z-04-2022



Z-04-2022





Town Creek

501

Love's Travel Stop

Thomas Hoke Antiques Warehouse

Ruffty's Chrismon Shop

Piedmont Floral Galleries

Cci

Lane Pkwy

Peeler Rd

Southeast Middle School

Peeler Rd

Piattok Dr

85

rd 1-85

C. Use Matrix

P	Permitted	SUP	Special Use Permit required and subject to Additional Standards in Chapter 3
PS	Permitted subject to Additional Standards in Chapter 3	—	Not Permitted
PND	Permitted as new development only	CD	SUP is not required when proposed and adopted as part of a Conditional District

BASE DISTRICT	T1	T2	T3	T4		T5		T6		Assigned Districts			Planned Development			
	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND
Residential																
Dwelling-Single Family	P	P	P	P	P	P	P	P	P	—	—	—	—	P	P	P
Dwelling-Multifamily 4 units/bldg. or less	—	—	PND	P	PS	P	P	P	P	P	—	—	P	—	P	P
Dwelling-Multifamily more than 4 units/bldg.	—	—	—	—	—	P	P	P	P	P	—	—	P	—	—	P
Dwelling-Secondary	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	P	P	P	—	—	—	P	—	—	P
Family Care Home (6 or less residents)	—	P	P	P	P	P	P	P	P	P	—	—	P	P	—	P
Home Occupation	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	PS	PS	PS	PS
Housing Service for the Elderly	—	—	PS	PS	—	P	P	P	P	P	—	—	P	P	—	P
Live-Work Unit	—	—	—	—	—	PS	PS	PS	PS	—	—	—	PS	—	—	PS
Manufactured Housing	—	PS	—	—	—	—	—	—	—	—	—	—	—	—	PS	—
Lodging																
Bed and Breakfast	—	P	P	P	P	P	P	P	P	P	—	—	P	—	—	P
Hotel/Motel/Inn	—	—	—	—	—	—	—	P	P	P	—	—	P	—	—	P
Rooming or Boarding House	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P
Office / Service																
Animal Services	—	PS	—	PS	—	—	P	P	P	P	P	P	P	—	—	P
Banks, Credit Unions, Financial Services	—	—	—	—	—	P	P	P	P	P	—	—	P	—	—	P
Business Support Services	—	—	—	—	—	P	P	P	P	P	P	P	P	—	—	P
Child Care Home	PS	—	—	PS	PS	PS	PS									
Child Care Center in Residence	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	PS	PS	PS	PS	PS	—	—	PS	PS	PS	PS
Commercial Child Care Center	—	—	—	—	—	SUP/CD	PS	PS	PS	PS	—	—	PS	PS	—	PS
Community Service Organization	—	—	—	—	—	P	P	P	P	P	—	—	P	P	—	P
Drive Thru Service	—	—	—	—	—	PS	PS	P	SUP/CD	P	—	—	—	—	—	SUP/CD
Equipment Rental	—	—	—	—	—	—	—	P	PS	P	P	P	—	—	—	—
Funeral Home	—	—	—	—	—	—	P	P	P	P	—	—	P	—	—	P
Group Care Facility (More than 6 residents)	—	—	—	SUP/CD	—	PS	PS	PS	PS	PS	—	—	PS	PS	—	PS
Government Services	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD									
Laundry Services	—	—	—	—	—	P	P	P	P	P	—	—	—	—	—	P
Medical Clinic	—	—	—	—	—	P	P	P	P	P	—	—	P	SUP/CD	—	P

	T1	T2	T3	T4	T5			T6	Assigned Districts			Planned Development				
BASE DISTRICT	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND
Office / Service (cont.)																
Outdoor Kennels	—	P	—	—	—	—	—	P	—	P	—	—	—	—	—	—
Post Office	—	—	—	—	—	P	P	P	P	P	P	—	P	P	—	P
Professional Services	—	—	—	PND	—	P	P	P	P	P	P	P	P	—	—	P
Residential Treatment Facility	—	SUP/CD	—	—	—	SUP/CD	SUP/CD	P	—	P	—	—	—	—	—	SUP/CD
Studio: Art, dance, martial arts, music	—	—	—	—	—	P	P	P	P	P	—	—	P	SUP/CD	—	P
Vehicle Services: Minor Maintenance/Repair	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—
Vehicle Services: Major Repair/Body Work	—	—	—	—	—	—	—	SUP/CD	PS	PS	P	P	—	—	—	—
Retail / Restaurant																
Alcoholic Beverage Sales Store	—	—	—	—	—	—	SUP/CD	P	P	P	—	—	SUP/CD	—	—	P
Auto Parts Sales	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	—
Bar/Tavern/Night Club	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	—	P
Drive-Thru Retail/Restaurant	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	P
Gas Station	—	—	—	—	—	—	PS	PS	PS	P	P	—	—	—	—	PS
General Retail: 3,500 sf or less	—	—	—	—	—	SUP/CD	PS	P	P	P	—	—	P	—	—	P
General Retail: 3,501 sf - 10,000 sf	—	—	—	—	—	SUP/CD	SUP/CD	P	P	P	—	—	P	—	—	P
General Retail: 10,001 sf - 50,000 sf	—	—	—	—	—	—	—	P	P	P	—	—	SUP/CD	—	—	P
General Retail: Greater than 50,000 sf	—	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	—	SUP/CD
Restaurant	—	—	—	—	—	SUP/CD	P	P	P	P	—	—	P	—	—	P
Vehicle or Heavy Equipment Sales	—	—	—	—	—	—	—	P	PS	P	P	P	—	—	—	PS
Entertainment / Recreation																
Adult Establishment	—	—	—	—	—	—	—	—	—	PS	—	—	—	—	—	—
Amusements, Indoor	—	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—
Amusements, Outdoor	—	—	—	—	—	—	—	P	P	P	P	P	—	—	—	—
Cultural or Community Facility	—	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P
Internet/Electronic Gaming	—	—	—	—	—	—	—	—	—	PS	—	—	—	—	—	—
Meeting Facility	—	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P
Recreation Facilities, Indoor	—	P	—	—	—	P	P	P	P	P	P	P	P	P	—	—
Recreation Facilities, Outdoor	P	P	P	P	P	P	P	P	P	P	P	P	P	SUP/CD	P	P
Theater, Movie	—	—	—	—	—	—	—	P	P	P	—	—	—	P	—	—
Theater, Live Performance	—	—	—	—	—	—	P	P	P	P	—	—	P	P	—	P

	T1	T2	T3	T4	T5	T6	Assigned Districts				Planned Development					
BASE DISTRICT	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND
Manufacturing / Wholesale / Storage																
Agriculture	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Laundry, dry cleaning plant	—	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—
Manufacturing, Light	—	—	—	—	—	—	—	P	P	P	P	P	—	—	—	—
Manufacturing, Neighborhood	—	—	—	—	—	PS	P	P	P	P	P	P	—	—	—	P
Manufacturing, Heavy	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—
Media production	—	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—
Metal products fabrication, machine or welding shop	—	—	—	—	—	—	—	P	P	P	P	P	—	—	—	—
Mini-Warehouse	—	—	—	—	—	—	—	P	—	P	P	P	—	—	—	—
Research and development	—	—	—	—	—	—	—	SUP/CD	SUP/CD	P	P	P	P	—	—	P
Storage: Outdoor Storage Yard as a primary use	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—
Storage: Warehouse/Indoor Storage	—	—	—	—	—	—	—	PS	PS	P	P	P	—	—	—	—
Wholesaling and distribution	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—
Civic / Institutional																
Campground	PS	PS	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Cemetery	P	PS	—	—	—	PS	PS	P	P	P	P	P	P	—	P	P
College/University	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	P	—	—
Hospital	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	P	P	—	—
Public Safety Station	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	PS	PS	P	P	P	P	P	P	SUP/CD	P	P
Religious Institution	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School: Elem. & Secondary	—	P	P	P	P	P	P	P	P	—	—	—	—	P	—	P
School: Vocational/Technical	—	—	—	—	—	P	P	P	P	P	P	P	P	P	P	P
Transportation / Infrastructure																
Air Transportation	—	SUP/CD	—	—	—	—	—	—	—	—	P	P	—	—	—	—
Parking Lot (primary use)	—	—	—	—	—	P	P	P	P	P	P	P	P	—	—	—
Parking Structure (primary use)	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	SUP/CD
Road/Rail Transit - Passenger	—	—	—	—	—	P	P	P	P	P	P	P	P	—	P	P
Road/Rail Freight/Courier/Trucking	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—
Utilities-Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities-Class 2	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	P	P	P	P	P	P	P	P	P	SUP/CD
Utilities-Class 3	—	SUP/CD	—	—	—	—	—	SUP/CD	—	SUP/CD	P	P	—	—	—	—
Wireless Telecomm Facility: Stealth	—	—	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS
Wireless Telecomm Facility: Tower	—	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	PS	PS	SUP/CD	SUP/CD	—	—

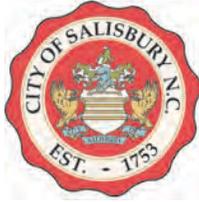
Vision 2020 Policies

- **Policy I-8:** The Interstate 85 corridor, including the roadways feeding into the interstate, shall be a focus of coordinated land use policy and capital investments for the development of quality industry.



Planning Board Courtesy Hearing was held April 26, 2022.

Planning Board voted unanimously to recommend approval as submitted with a motion stating the map amendment is “consistent with the Vision 2020 Comprehensive Plan.”



**Salisbury City Council
Statement of Consistency & Zoning Recommendation**

DISTRICT MAP AMENDMENT: **Z-04-2022**
Project Title: **Z-04-2022 Peeler Rd**
Petitioner(s): Crow Holdings Industrial
Owner(s): Mary Peeler, James Hauss, Deborah Hauss, Debra Peeler, Edward Pietryk
Representative(s) or Developer(s) Matt Cochrane, Crow Holdings Industrial
 Nick Thorton, Crow Holdings Industrial
 Colin Brown, Alexander Rick, PLLC
Tax Map - Parcel(s): 408 - 030; 410 - 112, 019, 124, 001, 029
Size / Scope: Approximately 64.3 acres encompassing six (6) parcels.
Location: Parcel is located on the southwest corner of the Peeler Road and Pietryk Drive intersection.

REQUEST:

**Request to amend the Land Development District Map
by rezoning six (6) parcels at 1375 Peeler Road; 0 Dukemont Street; 158, 277, 331, & 336 Pietryk Drive
(PID 408-030, 410-019, 410-112, 410-124, 410-001, 410-029) from Rowan County zoning RURAL
RESIDENTIAL (RR), RURAL AGRICULTURAL (RA), and COMMERCIAL, BUSINESS,
INDUSTRIAL (CBI) to City of Salisbury zoning LIGHT INDUSTRIAL (LI) upon voluntary annexation
into the City.**

STATEMENT OF CONSISTENCY & RECOMMENDATION:

The Salisbury City Council held a public hearing and reviewed the petition on May 17, 2022. The Council finds that the rezoning petition of the aforementioned parcel is CONSISTENT with the Salisbury Vision 2020 Comprehensive Plan, is reasonable, and in the public interest due to consistency with:

Policy I-8: The Interstate 85 corridor, including roadways feeding into the interstate, shall be a focus of coordinated land use policy and capital investments for the development of quality industry.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, REZONING TAX MAP 410 PARCELS 001, 019, 029, 112, 124 AND TAX MAP 408 PARCEL 030 FROM ROWAN COUNTY ZONING RURAL RESIDENTIAL (RR), RURAL AGRICULTURAL (RA), AND COMMERCIAL BUSINESS INDUSTRIAL (CBI) TO CITY OF SALISBURY LIGHT INDUSTRIAL (LI) APPROXIMATELY 64.3 ACRES UPON ANNEXATION. (PETITION NO. Z-04-2022)

WHEREAS, a petition to rezone the property described herein was properly filed by the City of Salisbury; and

WHEREAS, the Salisbury Planning Board, an advisory board to the Salisbury City Council, reviewed the rezoning petition on April 26, 2022, unanimously voted to recommend approval as submitted, and stated that the request is consistent with the Vision 2020 Comprehensive Plan; and

WHEREAS, the City Council held a properly-noticed public hearing at the regularly-scheduled City Council meeting on May 17, 2022; and

WHEREAS, the City Council hereby finds and determines that adoption of an Ordinance to rezone the property described herein, as requested, is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan due to the proposed petition, site characteristics, surrounding development pattern, and observations provided by city planning staff, identifying the policies that support the petition.

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

SECTION 1. That properties identified in the City of Salisbury and Rowan County as Tax Map 410 Parcels 001, 019, 029, 112, 124 and Tax Map 408 Parcel 030, including those abutting rights-of-way and reaching to the respective centerlines, as designated on the official property identification maps of Rowan County, is hereby rezoned to 'LI' district upon annexation.

SECTION 2. That all Ordinances, or 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 from and after its passage.

CROW HOLDINGS

INDUSTRIAL

April 13, 2022

VIA MAIL

[Address Block]

Re: Crow Holdings Industrial Development at Peeler Road – Innovation Logistics Center

Dear [Name],

We have been working with the City of Salisbury on an industrial development project at Peeler Road and Pietryk Drive in Salisbury, North Carolina where this project would become a part of the City of Salisbury and rezone the property from a current Rowan County zoning of Commercial, Business, Industrial (CBI), Rural Residential (RR), and Rural Agricultural (RA) to a proposed City of Salisbury zoning of Light Industrial.

With this rezoning, we would pursue the approval and development of a 710,600 square foot Class A, state of the art industrial building with access points at both Peeler Road and Lane Parkway. In the development of this project, we will have undisturbed buffers around the property in addition to planting trees, shrubs, and bushes to create an office park-like setting at the project.

Enclosed, you'll find a conceptual plan that better depicts the project. We would like to invite you to submit feedback on the project in three separate fashions:

- Phone – 704-412-1505
- Email – InnovationLogisticsCenter@crowholdings.com
- Virtual Meeting –
 - Date: April 22, 2022
 - Time: 9:00 AM EST – 9:30 AM EST
 - Invitation
 - Web Login (can request an online invitation by emailing the above address)
 - https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODNmOGQ1NjAtOTBmMC00MmQ3LTliMGQtN2EyYmFmYzQ4ZmRj%40thread.v2/0?context=%7b%22Tid%22%3a%22c419a1b6-122a-4c91-aa15-b957784bd3d4%22%2c%22Oid%22%3a%22287dd511-6745-4f2b-a3b0-fb8693778837%22%7d
 - Dial-in
 - Main Number: 469-609-8554
 - Meeting PIN: 156-682-901

Best,

Matt Cochrane

CROW HOLDINGS

INDUSTRIAL

Matt Cochrane
Managing Director, Carolinas
Crow Holdings Industrial
4064 Colony Road, Suite 405
Charlotte, NC 28211

Chris Urquhart
Vice President Development/Construction, Carolinas
Crow Holdings Industrial
4064 Colony Road, Suite 405
Charlotte, NC 28211

Nick Thornton
Development Associate, Carolinas
Crow Holdings Industrial
4064 Colony Road, Suite 405
Charlotte, NC 28211

PARCEL_ID	OWNNAME	OWN2	TAXADD1	CITY	STATE	ZIPCODE	PROP_ADDRE
406 113	KEE CHRISTOPHER BRANDON & WF	KEE KRISTINA H	1472 PEELER RD	SALISBURY	NC	28146	1472 PEELER RD
406 114	COOPER STEVEN DOUGLAS	COOPER MARY Z	1492 PEELER RD	SALISBURY	NC	28146	1492 PEELER RD
408 011	MCCULLOUGH JERRY		585 STATE RD	CHINA GROVE	NC	28023	1215 PEELER RD
409 189	MV ENTERPRISES LLC		3434 BLACK AND DECKER RD	HOPE MILLS	NC	28348	0 LANE PKWY
410 001	PIETRYK EDWARD WALLACE II		336 PIETRYK DR	SALISBURY	NC	28146	331 PIETRYK DR
410 029	PIETRYK DEBRA M & HUS	PIETRYK EDWARD W II	336 PIETRYK DR	SALISBURY	NC	28146	0 DUKEMONT ST
410 124	PIETRYK DEBRA M & HUS	PIETRYK EDWARD W II	336 PIETRYK DR	SALISBURY	NC	28146	277 PIETRYK DR
410 010	LYERLY REBECCA DEAL		1912 WEBB RD	SALISBURY	NC	28146	1900 WEBB RD
			4651 TIMBER MILL CT UNIT				
410 030	HARROP PAMELA PIETRYK		103	RALEIGH	NC	27612	0 DUKEMONT ST
410 112	PIETRYK EDWARD WALLACE II	PIETRYK DEBRA WESTLAKE	336 PIETRYK DR	SALISBURY	NC	28146	336 PIETRYK DR
408 009	CHEN MEILIEN S &	SONG SUI YING	6108 STILLMEADOW DR	NASHVILLE	TN	37211	1225 PEELER RD
408 031	LOVE'S TRAVEL STOPS & COUNTRY	STORES INC	% RYAN LLC	TULSA	OK	74119-0000	120 LANE PKWY
			3715 NORTHSIDE PKWY NW				
408 071	MDH F2 CLT LANE LLC		BLD 400 STE 240	ATLANTA	GA	30329-2886	0 LANE PKWY
408 028	NGUYEN TOA HUU & WF	TRAN ANH	1385 JULIUS DR	SALISBURY	NC	28147	1210 PEELER RD
408 030	PEELER CHARLES E & WF	PEELER MARY W	1375 PEELER RD	SALISBURY	NC	28146	1375 PEELER RD
408 036	HONBARGER DAVID W JR & WF	HONBARGER JUDITH	1320 PEELER RD	SALISBURY	NC	28146-1136	1320 PEELER RD
410 019	HAUSS JAMES LYNN & WF	HAUSS DEBORAH STIREWALT	158 PIETRYK DR	SALISBURY	NC	28146-7632	158 PIETRYK DR
408 078	HUFFMAN ROBERT THOMAS & WF	HUFFMAN AUDREY HONBARGER	1402 PEELER RD	SALISBURY	NC	28146-1137	1402 PEELER RD
410 003	WILHELM COY DEAL & WF	WILHELM JOYCE R	415 GLOVER RD	SALISBURY	NC	28146	0 PEELER RD
406 024	BROWN PETER AND SPOUSE	BROWN CAROLYN	1465 PEELER RD	SALISBURY	NC	28146-1137	1465 PEELER RD
408 088	NGUYEN TOA HUU & WF	TRAN ANH	1385 JULIUS DR	SALISBURY	NC	28147	0 PEELER RD
409 005	HONBARGER CHARLES RAY		1250 PEELER RD	SALISBURY	NC	28146	0 WEBB RD



NOTICE OF PUBLIC HEARING

Salisbury City Council will hold a public hearing Tuesday, May 17, 2022 during its 6:00 p.m. meeting to consider the following general rezoning petition. The regularly scheduled May 17, 2022 City Council meeting will be held in a hybrid format. Anyone who wishes to speak virtually during the hearing regarding the request must sign-up by 5:00 p.m. on Tuesday, May 17, 2022 by contacting Kelly Baker at kbake@salisburync.gov or 704-638-5233. Information on accessing the meeting will be available on the City's website at www.salisburync.gov. The meeting can also be viewed on the City's livestream at www.salisburync.gov/webcast or the City's Facebook account.

DISTRICT MAP AMENDMENT: **Z-04-2022**

Project Title: Peeler Rd
Petitioner(s): Crow Holdings Industrial
Owner(s): Mary Peeler, James Hauss, Deborah Hauss, Debra Peeler, Edward Pietryk
Representative(s) or Developer(s) Matt Cochrane, Nick Thorton, Colin Brown
Address: 1375 Peeler Road; 0 Dukemont Street; 158, 277, 331, & 336 Pietryk Drive
Tax Map - Parcel(s): TM: 410, Parcel(s): 001, 019, 029, 112, 124
TM: 408, Parcel(s): 030
Size / Scope: Approximately 64.3 acres
Location: Located on the southwest corner of the Peeler Road and Pietryk Drive intersection.

REQUEST:

Request to amend the Land Development Ordinance & Land Development District Map by rezoning approximately 64.3 acres located on Peeler Rd from Rowan County zoning Rural Residential (RR), Rural Agricultural (RA), and Commercial, Business, Industrial (CBI) to City of Salisbury zoning Light Industrial (LI) upon voluntary annexation.

A copy of the above petition is available for public review at Development Services (132 N. Main Street). Persons wishing a copy, or additional information, should call 704-638-5208. If persons would like to respond in writing, they may do so by mailing a letter to Development Services Division, P.O. Box 479, Salisbury, NC 28145 or by e-mail to victoria.bailiff@salisburync.gov.

Citizens interested in the proposal are invited to attend and participate in the courtesy hearing. Changes may be made in the above proposal as a result of debate, objection, or discussion.

This the day of May 2nd, 2022.

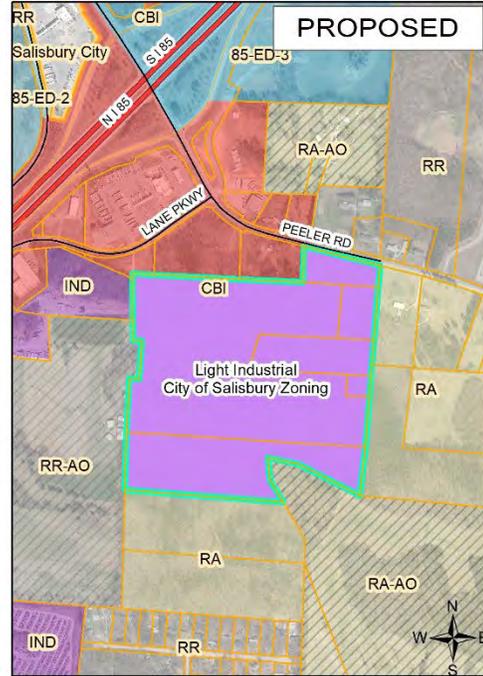
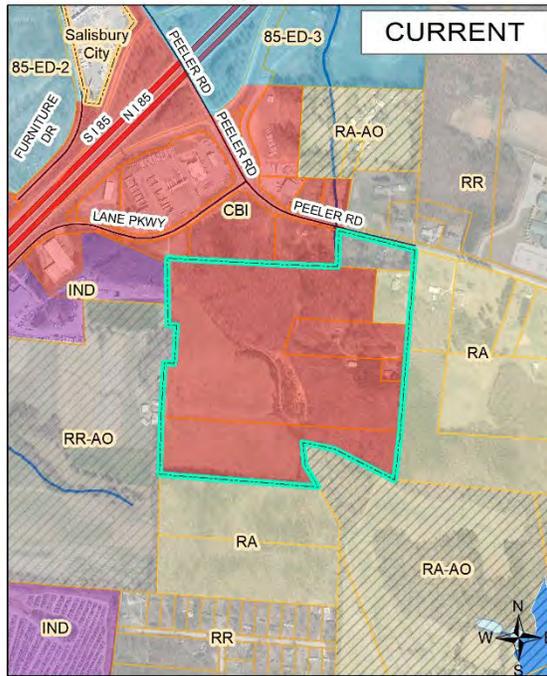
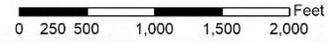
CITY COUNCIL OF THE CITY OF
SALISBURY, NORTH CAROLINA

BY: Kelly Baker
Administrative Services Director/City Clerk

Z-04-2022

Crow Holdings Industrial - Peeler Road

PID: 408-030, 410-019, 410-001, 410-112, 410-124, 410-029
 Current Zoning: CBI, RA, and RR (Rowan County Zoning Districts)
 Proposed Zoning: LI (City of Salisbury Zoning District)



PARCEL_ID	OWNNAME	OWN2	TAXADD1	CITY	STATE	ZIPCODE
406 113	KEE CHRISTOPHER BRANDON & WF	KEE KRISTINA H	1472 PEELER RD	SALISBURY	NC	28146
406 114	COOPER STEVEN DOUGLAS	COOPER MARY Z	1492 PEELER RD	SALISBURY	NC	28146
408 011	MCCULLOUGH JERRY		585 STATE RD	CHINA GROVE	NC	28023
409 189	MV ENTERPRISES LLC		3434 BLACK AND DECKER RD	HOPE MILLS	NC	28348
410 001	PIETRYK EDWARD WALLACE II		336 PIETRYK DR	SALISBURY	NC	28146
410 029	PIETRYK DEBRA M & HUS	PIETRYK EDWARD W II	336 PIETRYK DR	SALISBURY	NC	28146
410 124	PIETRYK DEBRA M & HUS	PIETRYK EDWARD W II	336 PIETRYK DR	SALISBURY	NC	28146
410 010	LYERLY REBECCA DEAL		1912 WEBB RD	SALISBURY	NC	28146
410 030	HARROP PAMELA PIETRYK		4651 TIMBER MILL CT UNIT 103	RALEIGH	NC	27612
410 112	PIETRYK EDWARD WALLACE II	PIETRYK DEBRA WESTLAKE	336 PIETRYK DR	SALISBURY	NC	28146
408 009	CHEN MEILIEN S &	SONG SUI YING	6108 STILLMEADOW DR	NASHVILLE	TN	37211
408 031	LOVE'S TRAVEL STOPS & COUNTRY	STORES INC	% RYAN LLC	TULSA	OK	74119-0000
408 071	MDH F2 CLT LANE LLC		3715 NORTHSIDE PKWY NW BLD 400 STE 240	ATLANTA	GA	30329-2886
408 028	NGUYEN TOA HUU & WF	TRAN ANH	1385 JULIUS DR	SALISBURY	NC	28147
408 030	PEELER CHARLES E & WF	PEELER MARY W	1375 PEELER RD	SALISBURY	NC	28146
408 036	HONBARGER DAVID W JR & WF	HONBARGER JUDITH	1320 PEELER RD	SALISBURY	NC	28146-1136
410 019	HAUSS JAMES LYNN & WF	HAUSS DEBORAH STIREWALT	158 PIETRYK DR	SALISBURY	NC	28146-7632
408 078	HUFFMAN ROBERT THOMAS & WF	HUFFMAN AUDREY HONBARGER	1402 PEELER RD	SALISBURY	NC	28146-1137
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406 024	BROWN PETER AND SPOUSE	BROWN CAROLYN	1465 PEELER RD	SALISBURY	NC	28146-1137
408 088	NGUYEN TOA HUU & WF	TRAN ANH	1385 JULIUS DR	SALISBURY	NC	28147
409 005	HONBARGER CHARLES RAY		1250 PEELER RD	SALISBURY	NC	28146

**Z-04-2022 Peeler Road (Crowe); 0 Peeler Road; PID: 408 030, 410 112, 410 124, 410 001, 410 029; Current Zoning: CBI (County), RR, and RA; Proposed Zoning: LI
Presenter: Victoria Bailiff**

Request

Rezone (6) parcels (to be combined) from Rowan County Rural Residential (RR), Rural Agricultural (RA), and Commercial, Business Industrial (CBI) to the City's Light Industrial (LI) zoning (CMX).

Staff Presentation

Victoria Bailiff made a staff presentation.

Applicant Testimony

Colin Brown, attorney for the applicant, emphasized that the bulk of the property is already zoned commercial. They are making this request due to their desire to connect to City water and sewer. There is currently no site plan, however, the location is beneficial to their business in its proximity to I-85, as well as a potential tax benefit for the City. The applicant is currently working with Development Services.

Mr. Brown was asked why the applicant was only requesting annexation of one section of the property. He said that leaving a portion of the property residential will give them more flexibility in development options.

Public Comment

Steve Cooper, 1492 Peeler Road. Mr. Cooper lives across the road from the property, and testified that the street already sees an undue amount of traffic from the interstate and truck stops. He is concerned for the safety of school traffic in the area. Southeast Middle School is located on this road. He also worries that this type of development will result in removal of trees and construction that will lower property values of homes in the area, and questions if a much larger building will be built than the applicant is alluding to.

Ed Pietryk, 336 Pietryk Drive. Mr. Pietryk spoke in favor of the application. His family has been in the area for generations, and owned much of the property surrounding the parcels in question.

Christopher Key, 1472 Peeler Road. Mr. Key, a neighbor of Mr. Cooper's, echoes his concerns. He reiterated the safety concerns regarding truck traffic, and relayed his experience of needing to avoid backing out of his driveway due to the speed of the trucks. His main concern, however, is with school and bus traffic mixing with the trucks. He enjoys the current view from his house and does not want it to include large buildings.

Deliberation

Mr. Schaffer reminded the Commissioners that this case involves a change in zoning from Rowan County to the City of Salisbury for the purpose of water/sewer connection in anticipation of annexation into the City limits.

Under the current zoning, the owners could build the same type of industrial buildings allowed in the proposed zones. If approved, the land will be annexed first, which will provide the owners all City services. Zoning would be applied after annexation.

Any future development would be reviewed by TRC, as well as the DOT, which would approve street improvements. DOT required Southeast Middle School to put in turning lanes during construction.

Ms. Barringer was asked to provide clarification of light vs. heavy industrial definitions. The Tungsten Plasma business is light industrial, and a cement plant is classified as heavy.

She was also asked to explain buffer requirements for the zone being requested. Buildings are to be 100 feet from the property and a 30 foot vegetative buffer is also required.

Ms. Barringer explained that the City is experiencing exponential growth, prompting an uptick in annexation requests.

Motion

Mr. Rogers made a motion to approve Z-04-2022 as presented; Second by Ms. Ricks. All voted AYE.

Mr. Schaffer thanked the gentlemen providing public comment, and reminded them that this decision was a recommendation, that will now go to City Council for final approval. They are welcome to attend that meeting to express their concerns.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 05/17/2022

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

Name of Presenter(s): Victoria Bailiff, Senior Planner

Requested Agenda Item: Z-03-2022 – 0 Willow Rd / Parcel ID 329 050

Description of Requested Agenda Item: Z-03-2022 Request to rezone one (1) split zoned parcel at 0 Willow Rd, (PID 329 050) being approximately 10.91 acres from Urban Residential (UR 12) and General Residential (GR 3) to General Residential (GR 3).

Attachments: Yes No

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

Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
Council to consider adopting an ordinance to rezone the subject parcel as requested.

Contact Information for Group or Individual: Victoria Bailiff, victoria.bailiff@salisburync.gov, 704-638-5212

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:



City of Salisbury
 Development Services
 132 North Main Street
 Salisbury, NC 28144
 E: 1stop@salisburync.gov
 Ph. 704.638.5208

REZONING PETITION

SHADED AREAS FOR STAFF USE ONLY

FILING DATE

CASE #

PLAN REVIEW CASE # (IF APPLICABLE):

ZONING MAP AMENDMENT:

GENERAL REZONING, LOCAL HISTORIC
 LANDMARK, HISTORIC OVERLAY ADOPTION \$800

* FEES PER CITY OF SALISBURY BUDGET ORDINANCE

PETITION TYPE

- General Rezoning (LDO Sec. 15.21)
- Petition involves entire parcel(s) as shown on the Rowan County tax map
- Petition involves a portion of a parcel(s) as shown on the Rowan County tax map
- Petitioner is the property owner of record
- Petitioner is an entity requesting a 3rd-party rezoning
- City-initiated rezoning

EXISTING DISTRICT(S): UR-12

PROPOSED DISTRICT(S): GR3

GENERAL PROPERTY DESCRIPTION (ESPECIALLY IF UNADDRESSED)

Completely wooded and undeveloped parcel located at the end of Willow Road.

PROPERTY & CONTACT INFORMATION

Rowan County Parcel ID(s): 329050

Address or Site Location: 0 Willow Road

Subdivision: _____ Lot(s): _____

Petitioner: Smith Douglas Homes, Attn. Matt McPherson

Address: P.O. Box 311, Midland, NC 28107

Email: mmcpherson@smithdouglas.com Best Phone: 864-991-5079

Owner (if different than petitioner): Donnie A. Myers & Margaret R Myers

Address: 224 Whispering Woods Dr. Fleming Island, FL 32003

Email: _____ Daytime Phone: _____

SIGNATURE

By signing this petition you understand that this petition will be forwarded to the Planning Board (a City Council-appointed board) who may hear statements from staff, the petitioner, and general public, and will then vote to make a Statement of Consistency and recommendation to City Council. The petition will then be forwarded to City Council who will conduct the official public hearing before casting a deciding vote.

Petitioner (or representative): 

DEPARTMENT USE ONLY

INITIAL PLANNING BOARD DATE: ___ / ___ / 20___

• **IF SENT TO LEGISLATIVE COMMITTEE**

- **ASSIGNED LEGISLATIVE COMMITTEE:** _____
- **LEGISLATIVE COMMITTEE MEMBERS:** _____

- **DATE OF INITIAL COMMITTEE MEETING:** ___ / ___ / 20___
- **DATE OF ADDITIONAL MEETINGS:** ___ / ___ / 20___
 ___ / ___ / 20___

- **COMMITTEE RECOMMENDATION?** _____

• **PLANNING BOARD STATEMENT OF CONSISTENCY & RECOMMENDATION:**

- **DATE OF RECOMMENDATION:** ___ / ___ / 20___
- **VOTE:** ()
- **ADDITIONAL INFORMATION FOR FILE:**

INITIAL CITY COUNCIL DATE: ___ / ___ / 20___

• **IF SENT TO COUNCIL COMMITTEE**

- **COUNCIL COMMITTEE MEMBERS:** _____

- **DATE OF INITIAL COMMITTEE MEETING:** ___ / ___ / 20___
- **DATE OF ADDITIONAL MEETINGS:** ___ / ___ / 20___
 ___ / ___ / 20___

- **COMMITTEE RECOMMENDATION?** _____

• **CITY COUNCIL STATEMENT OF CONSISTENCY & REASONABLENESS:**

• **DECISION:** _____

- **DATE OF DECISION:** ___ / ___ / 20___
- **VOTE:** ()
- **ADDITIONAL INFORMATION FOR FILE:**



Planning & Zoning Analysis

CASE NO.	Z-03-2022
Petitioner(s)	Smith Douglas Homes
Owner(s)	Donnie A. Myers & Margaret R. Myers
Representative(s)	Matt McPherson
Address	0 Willow Road
Tax Map & Parcel(s)	329 050
Size / Scope	Rezoning a 10.91 acre split zoned parcel
Location	Located north of 2700 block of Statesville Boulevard and south of Willow Road.

PETITIONER REQUEST

Request:	Petition proposes to amend the Land Development Ordinance district map by rezoning a split zoned parcel 329 050, being approximately 10.91 acres in total, from Urban Residential – (UR12) and General Residential (GR-3) to General Residential – (GR3).
Staff Comments:	The property is already located within Salisbury City Limits.
Uses:	This proposal is for general zoning purposes only. This request is not a conditional district zoning request; therefore, all uses of the requested GR3 zoning will be permitted per the existing Use Matrix.



Planning & Zoning Analysis

CHARACTER OF AREA

Overview:

The parcel identified in this petition is currently undeveloped.

Existing uses in the vicinity include residential and commercial properties. This rezoning will have little effect on surrounding properties, as most all of the adjacent parcels are currently zoned GR3.

Surrounding Land Use(s) & Zoning:

<i>Location</i>	<i>Existing Land Uses</i>	<i>Existing Zoning</i>
North of area	Residential	GR3
East of area	Undeveloped	GR3
South of area	Residential, Commercial, Undeveloped	GR3, RMX
West of area	Residential, undeveloped	GR3



INFRASTRUCUTRE & CIVIC/COMMUNITY FACILITIES

Public Schools:

Elementary: Isenburg Elementary
Middle: West Rowan Middle
High: West Rowan High

Fire District:

The parcel is currently within the Salisbury City Fire district.

Utilities

Water & Sewer:

Water and sewer are currently available to the subject parcel.

Transportation

Transit:

This site is not currently served by Salisbury Public Transit. The nearest transit route is in the 2200 block of Statesville Blvd.

Property Access(s):

The parcel has access on Willow Road; this access point will not be affected by rezoning the site. Though the parcel already has access to Willow Road, the applicant has proposed a subdivision for this site which would utilize the vacant property to the south for access to Statesville Boulevard.

Public Improvements:

Willow Road is maintained by the City of Salisbury.

ENVIRONMENT

Topography / Hydrology:

The parcel slopes down gradually towards pond in the northeast corner of the property. The area is heavily wooded.

Flood Hazard / Streams / Wetlands:

This site is not affected by a USGS blue line stream.



Planning & Zoning Analysis

COMPREHENSIVE & AREA PLANS

Applicable Plans:

Policy N-20:

Vision 2020 Comprehensive Plan

New neighborhoods shall be connected to other residential, shopping, and work areas within the neighborhood planning area.

*Staff recommends approval of **Z-03-2022**, determining the request is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan.*

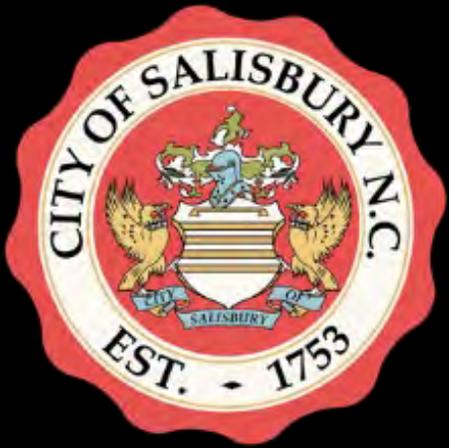


Planning & Zoning Analysis

PLAN REVIEW

Planning Board Recommendation:

This proposal was presented to Planning Board at their courtesy hearing on April 26, 2022. After deliberation, the Planning Board unanimously recommended approval, stating proposal is consistent with the Vision 2020 Comprehensive Plan as submitted.



PETITION TO REZONE

Z-03-2022

CURRENT

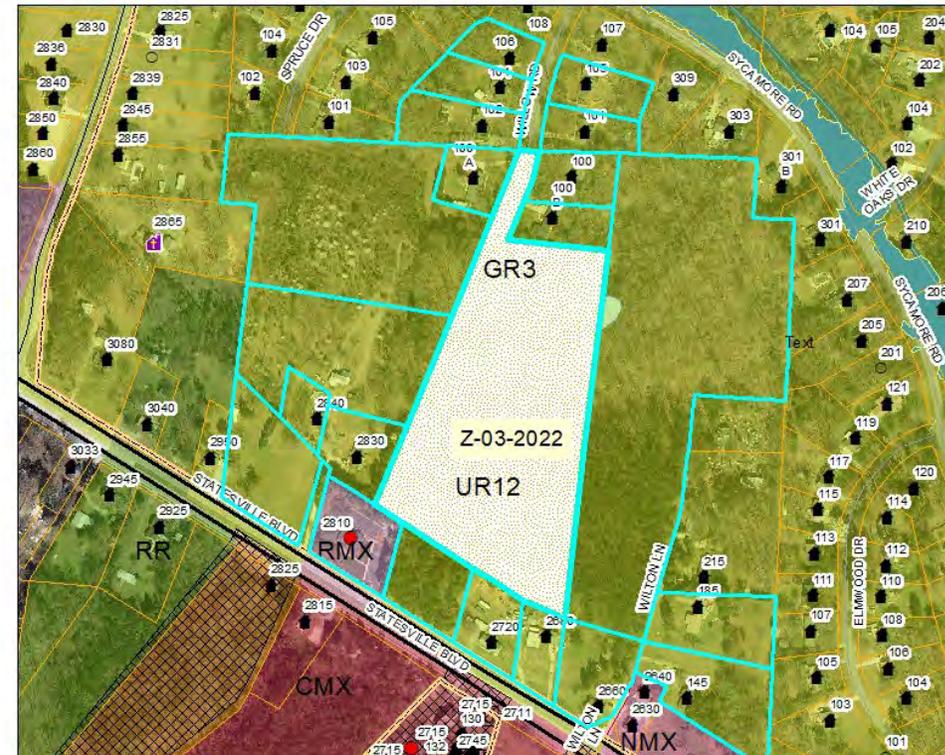
**ZONING: Urban Residential (UR12) /
General Residential (GR3)**

PROPOSED

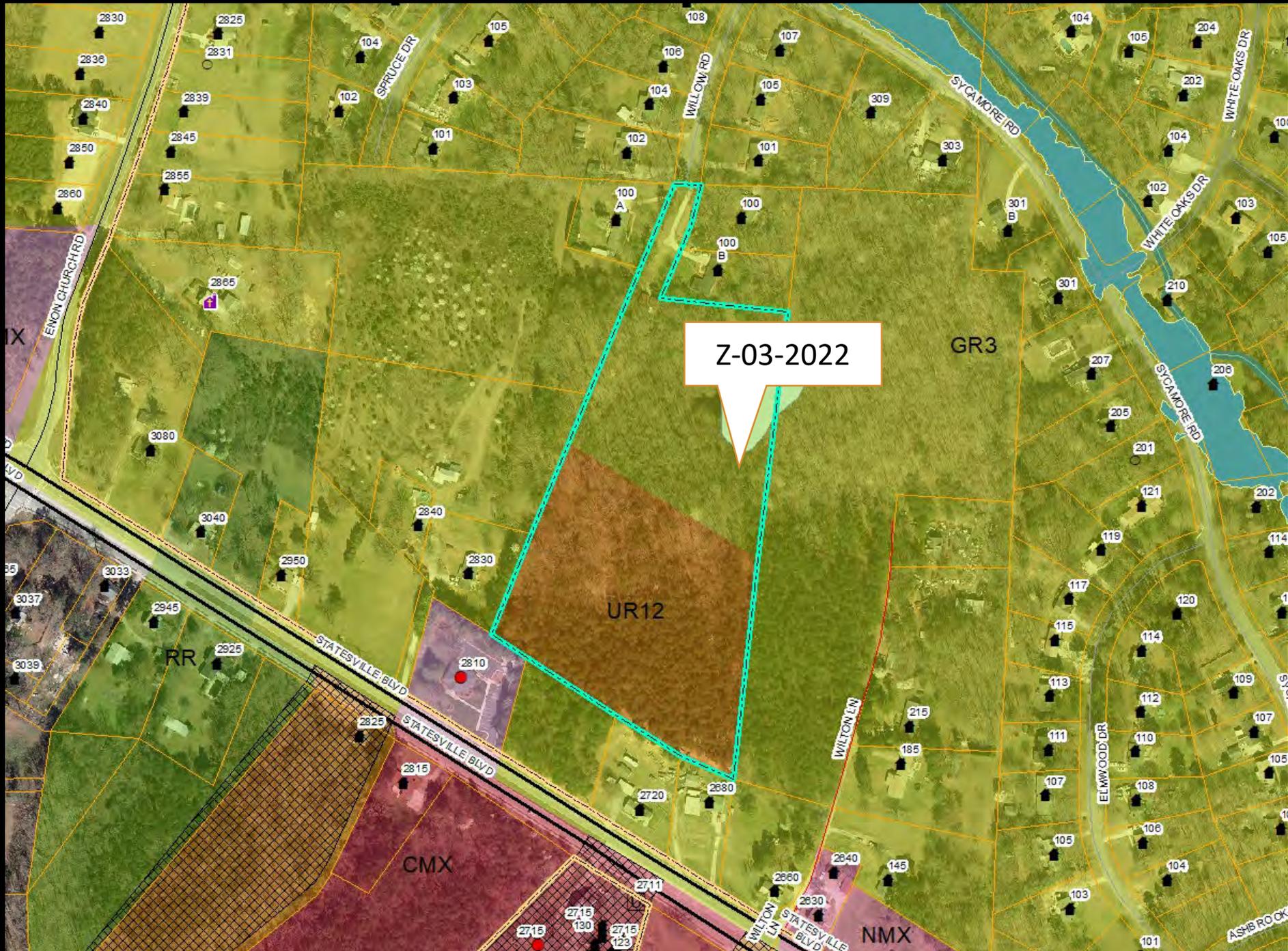
ZONING: General Residential (GR3)

ZONING PERMIT SITE PLAN

Z-03-2022 0 WILLOW RD



0 WILLOW RD
PID: 329 050
CURRENT ZONING: UR12
GR3
PROPOSED: GR3



Z-03-2022

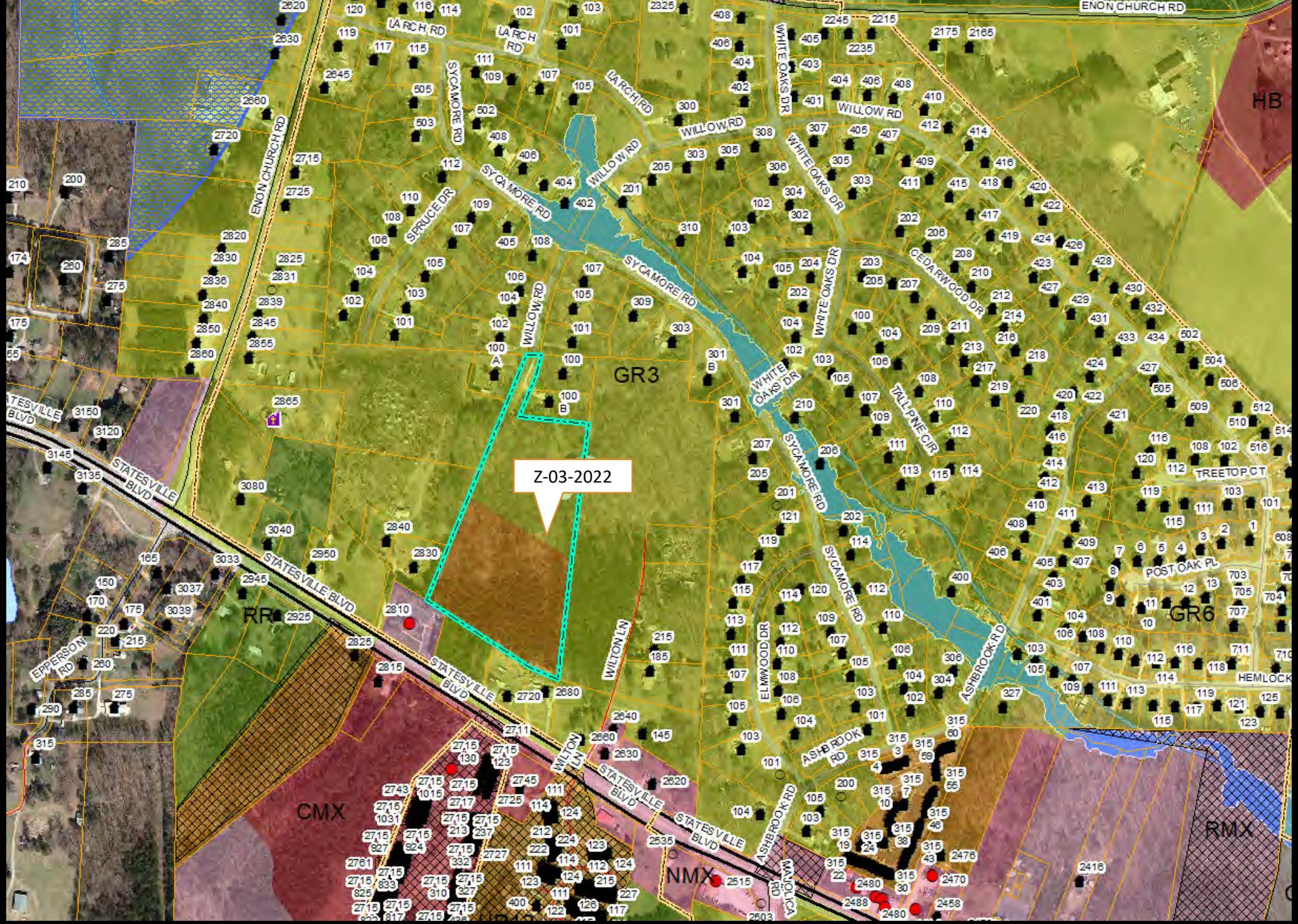
UR12

GR3

RR

CMX

NMX





Atomic To

Macedonia Church

Carolina Farm Credit

Nu Salisbury Apartments

C. Use Matrix

P	Permitted	SUP	Special Use Permit required and subject to Additional Standards in Chapter 3
PS	Permitted subject to Additional Standards in Chapter 3	—	Not Permitted
PND	Permitted as new development only	CD	SUP is not required when proposed and adopted as part of a Conditional District

BASE DISTRICT	T1	T2	T3	T4	T5	T6	Assigned Districts						Planned Development			
	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND
Residential																
Dwelling-Single Family	P	P	P	P	P	P	P	P	P	—	—	—	—	P	P	P
Dwelling-Multifamily 4 units/bldg. or less	—	—	PND	P	PS	P	P	P	P	P	—	—	P	—	P	P
Dwelling-Multifamily more than 4 units/bldg.	—	—	—	—	—	P	P	P	P	P	—	—	P	—	—	P
Dwelling-Secondary	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	P	P	P	—	—	—	P	—	—	P
Family Care Home (6 or less residents)	—	P	P	P	P	P	P	P	P	P	—	—	P	P	—	P
Home Occupation	PS	PS	PS	PS	PS	PS	—	—	—	—	—	—	PS	PS	PS	PS
Housing Service for the Elderly	—	—	PS	PS	—	P	P	P	P	P	—	—	P	P	—	P
Live-Work Unit	—	—	—	—	—	PS	PS	PS	PS	—	—	—	PS	—	—	PS
Manufactured Housing	—	PS	—	—	—	—	—	—	—	—	—	—	—	—	PS	—
Lodging																
Bed and Breakfast	—	P	P	P	P	P	P	P	P	P	—	—	P	—	—	P
Hotel/Motel/Inn	—	—	—	—	—	—	—	P	P	P	—	—	P	—	—	P
Rooming or Boarding House	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	P
Office / Service																
Animal Services	—	PS	—	PS	—	—	P	P	P	P	P	P	P	—	—	P
Banks, Credit Unions, Financial Services	—	—	—	—	—	P	P	P	P	P	—	—	P	—	—	P
Business Support Services	—	—	—	—	—	P	P	P	P	P	P	P	P	—	—	P
Child Care Home	PS	PS	PS	PS	—	—	PS	PS	PS	PS						
Child Care Center in Residence	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	PS	PS	PS	PS	PS	—	—	PS	PS	PS	PS
Commercial Child Care Center	—	—	—	—	—	SUP/CD	PS	PS	PS	PS	—	—	PS	PS	—	PS
Community Service Organization	—	—	—	—	—	P	P	P	P	P	—	—	P	P	—	P
Drive Thru Service	—	—	—	—	—	PS	PS	P	SUP/CD	P	—	—	—	—	—	SUP/CD
Equipment Rental	—	—	—	—	—	—	—	P	PS	P	P	P	—	—	—	—
Funeral Home	—	—	—	—	—	—	P	P	P	P	—	—	P	—	—	P
Group Care Facility (More than 6 residents)	—	—	—	SUP/CD	—	PS	PS	PS	PS	PS	—	—	PS	PS	—	PS
Government Services	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD						
Laundry Services	—	—	—	—	—	P	P	P	P	P	—	—	—	—	—	P
Medical Clinic	—	—	—	—	—	P	P	P	P	P	—	—	P	SUP/CD	—	P

BASE DISTRICT	T1	T2	T3	T4	T5						T6				Assigned Districts			Planned Development		
	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND				
Office / Service (cont.)																				
Outdoor Kennels	—	P	—	—	—	—	—	P	—	P	—	—	—	—	—	—				
Post Office	—	—	—	—	—	P	P	P	P	P	P	—	P	P	—	P				
Professional Services	—	—	—	PND	—	P	P	P	P	P	P	P	P	—	—	P				
Residential Treatment Facility	—	SUP/CD	—	—	—	SUP/CD	SUP/CD	P	—	P	—	—	—	—	—	SUP/CD				
Studio: Art, dance, martial arts, music	—	—	—	—	—	P	P	P	P	P	—	—	P	SUP/CD	—	P				
Vehicle Services: Minor Maintenance/Repair	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—				
Vehicle Services: Major Repair/Body Work	—	—	—	—	—	—	—	SUP/CD	PS	PS	P	P	—	—	—	—				
Retail / Restaurant																				
Alcoholic Beverage Sales Store	—	—	—	—	—	—	SUP/CD	P	P	P	—	—	SUP/CD	—	—	—	P			
Auto Parts Sales	—	—	—	—	—	—	P	P	P	P	—	—	—	—	—	—				
Bar/Tavern/Night Club	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	—	—	P			
Drive-Thru Retail/Restaurant	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	—	P			
Gas Station	—	—	—	—	—	—	—	PS	PS	PS	P	P	—	—	—	—	PS			
General Retail: 3,500 sf or less	—	—	—	—	—	SUP/CD	PS	P	P	P	—	—	P	—	—	—	P			
General Retail: 3,501 sf - 10,000 sf	—	—	—	—	—	SUP/CD	SUP/CD	P	P	P	—	—	P	—	—	—	P			
General Retail: 10,001 sf - 50,000 sf	—	—	—	—	—	—	—	P	P	P	—	—	SUP/CD	—	—	—	P			
General Retail: Greater than 50,000 sf	—	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	—	—	SUP/CD			
Restaurant	—	—	—	—	—	SUP/CD	P	P	P	P	—	—	P	—	—	—	P			
Vehicle or Heavy Equipment Sales	—	—	—	—	—	—	—	P	PS	P	P	P	—	—	—	—	PS			
Entertainment / Recreation																				
Adult Establishment	—	—	—	—	—	—	—	—	—	PS	—	—	—	—	—	—	—			
Amusements, Indoor	—	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—			
Amusements, Outdoor	—	—	—	—	—	—	—	P	P	P	P	P	—	—	—	—	—			
Cultural or Community Facility	—	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P	P			
Internet/Electronic Gaming	—	—	—	—	—	—	—	—	—	PS	—	—	—	—	—	—	—			
Meeting Facility	—	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P	P			
Recreation Facilities, Indoor	—	P	—	—	—	P	P	P	P	P	P	P	P	P	—	—	—			
Recreation Facilities, Outdoor	P	P	P	P	P	P	P	P	P	P	P	P	P	SUP/CD	P	P	P			
Theater, Movie	—	—	—	—	—	—	—	P	P	P	—	—	—	—	—	—	—			
Theater, Live Performance	—	—	—	—	—	—	P	P	P	P	—	—	P	P	—	—	P			

BASE DISTRICT	T1	T2	T3	T4	T5		T6		Assigned Districts				Planned Development			
	OSP	RR	GR	UR	HR	RMX	NMX	CMX	DMX	HB	LI	HI	HS	CI	MHD	TND
Manufacturing / Wholesale / Storage																
Agriculture	P	P	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Laundry, dry cleaning plant	—	—	—	—	—	—	—	—	—	P	P	P	P	—	—	—
Manufacturing, Light	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—
Manufacturing, Neighborhood	—	—	—	—	—	PS	P	P	P	P	P	P	—	—	—	P
Manufacturing, Heavy	—	—	—	—	—	—	—	—	—	—	—	P	—	—	—	—
Media production	—	—	—	—	—	—	P	P	P	P	P	P	P	—	—	—
Metal products fabrication, machine or welding shop	—	—	—	—	—	—	P	P	P	P	P	P	—	—	—	—
Mini-Warehouse	—	—	—	—	—	—	P	—	P	P	P	P	—	—	—	—
Research and development	—	—	—	—	—	—	—	SUP/CD	SUP/CD	P	P	P	P	—	—	P
Storage: Outdoor Storage Yard as a primary use	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—	—
Storage: Warehouse/Indoor Storage	—	—	—	—	—	—	—	PS	PS	P	P	P	—	—	—	—
Wholesaling and distribution	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—
Civic / Institutional																
Campground	PS	PS	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Cemetery	P	PS	—	—	—	PS	PS	P	P	P	P	P	P	—	P	P
College/University	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	—	P	—	—
Hospital	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	—	P	P	—	—
Public Safety Station	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	PS	PS	P	P	P	P	P	P	SUP/CD	P	P
Religious Institution	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School: Elem. & Secondary	—	P	P	P	P	P	P	P	P	—	—	—	—	P	—	P
School: Vocational/Technical	—	—	—	—	—	P	P	P	P	P	P	P	P	P	P	P
Transportation / Infrastructure																
Air Transportation	—	SUP/CD	—	—	—	—	—	—	—	—	P	P	—	—	—	—
Parking Lot (primary use)	—	—	—	—	—	P	P	P	P	P	P	P	P	—	—	—
Parking Structure (primary use)	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	—	—	SUP/CD
Road/Rail Transit - Passenger	—	—	—	—	—	P	P	P	P	P	P	P	P	—	P	P
Road/Rail Freight/Courier/Trucking	—	—	—	—	—	—	—	—	—	P	P	P	—	—	—	—
Utilities-Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities-Class 2	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	SUP/CD	P	P	P	P	P	P	P	P	P	SUP/CD
Utilities-Class 3	—	SUP/CD	—	—	—	—	—	SUP/CD	—	SUP/CD	P	P	—	—	—	—
Wireless Telecomm Facility: Stealth	—	—	PS	PS	PS	PS	PS	PS	PS	PS						
Wireless Telecomm Facility: Tower	—	—	—	—	—	—	—	SUP/CD	SUP/CD	SUP/CD	PS	PS	SUP/CD	SUP/CD	—	—

Vision 2020 Policies

Policy N-20: New neighborhoods shall be connected to other residential, shopping, and work areas within the neighborhood planning area.



Planning Board Courtesy Hearing was held April 26, 2022.

Planning Board voted unanimously to recommend approval as submitted with a motion stating the map amendment is “consistent with the Vision 2020 Comprehensive Plan.”



**Salisbury City Council
Statement of Consistency & Zoning Recommendation**

DISTRICT MAP AMENDMENT: **Z-03-2022**
Project Title: **Z-03-2022 Willow Road**
Petitioner(s): Smith Douglas Homes
Owner(s): Donnie A. Myers & Margaret R. Myers
Representative(s) or Developer(s) Matt McPherson
Tax Map - Parcel(s): 329-050
Size / Scope: Approximately 10.91 acres encompassing one (1) parcel.
Location: Parcel is located north of the 2700 block of Statesville Boulevard
and south of Willow Road.

REQUEST:

**Request to amend the Land Development District Map
by rezoning one (1) parcel at 0 Willow Rd (PID 329 050) from GENERAL RESIDENTIAL (GR-3) /
URBAN RESIDENTIAL (UR-12) to GENERAL RESIDENTIAL (GR-3).**

STATEMENT OF CONSISTENCY & RECOMMENDATION:

The Salisbury City Council held a public hearing and reviewed the petition on May 17, 2022. The Council finds that the rezoning petition of the aforementioned parcel is CONSISTENT with the Salisbury Vision 2020 Comprehensive Plan, is reasonable, and in the public interest due to consistency with:

Policy N-20: New neighborhoods shall be connected to other residential, shopping,
and work areas within the neighborhood planning area.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, REZONING TAX MAP 329 PARCEL 050 FROM GENERAL RESIDENTIAL (GR-3) / URBAN RESIDENTIAL (UR-12) TO GENERAL RESIDENTIAL (GR-3) APPROXIMATELY 10.91 ACRES. (PETITION NO. Z-03-2022)

WHEREAS, a petition to rezone the property described herein was properly filed by the City of Salisbury; and

WHEREAS, the Salisbury Planning Board, an advisory board to the Salisbury City Council, reviewed the rezoning petition on April 26, 2022, unanimously voted to recommend approval as submitted, and stated that the request is consistent with the Vision 2020 Comprehensive Plan; and

WHEREAS, the City Council held a properly-noticed public hearing at the regularly-scheduled City Council meeting on May 17, 2022; and

WHEREAS, the City Council hereby finds and determines that adoption of an Ordinance to rezone the property described herein, as requested, is consistent with the goals, objectives, and policies of the Vision 2020 Comprehensive Plan due to the proposed petition, site characteristics, surrounding development pattern, and observations provided by city planning staff, identifying the policies that support the petition.

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

SECTION 1. That properties identified in the City of Salisbury and Rowan County as Tax Map 329 Parcel 050 including those abutting rights-of-way and reaching to the respective centerlines, as designated on the official property identification maps of Rowan County, is hereby rezoned to 'GR-3' district.

SECTION 2. That all Ordinances, or 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 from and after its passage.



March 1, 2022

RE: Statesville Boulevard Rezoning – Community Notification and Meeting

Dear Salisbury Neighbor,

On behalf of Smith Douglas Homes (the “Petitioner”), we are providing this letter to the property owners in the vicinity of our proposed rezoning of approximately 6.13 acres of an approximately 10.74-acre parcel north of Statesville Boulevard and south of the end of Willow Road. We would like to extend an invite to a virtual meeting to discuss the proposed rezoning. The City of Salisbury Community Planning Service’s records indicate that you are either a representative of a registered neighborhood organization or an owner of property that adjoin, is located across the street from, or is near our Site.

The rezoning includes a portion of Tax Parcel # 329 050. A map of the proposed boundary is attached with the area to be rezoned. Included is a vicinity map of the area we are rezoning with the parcel number, adjacent parcel numbers, and acreage for reference.

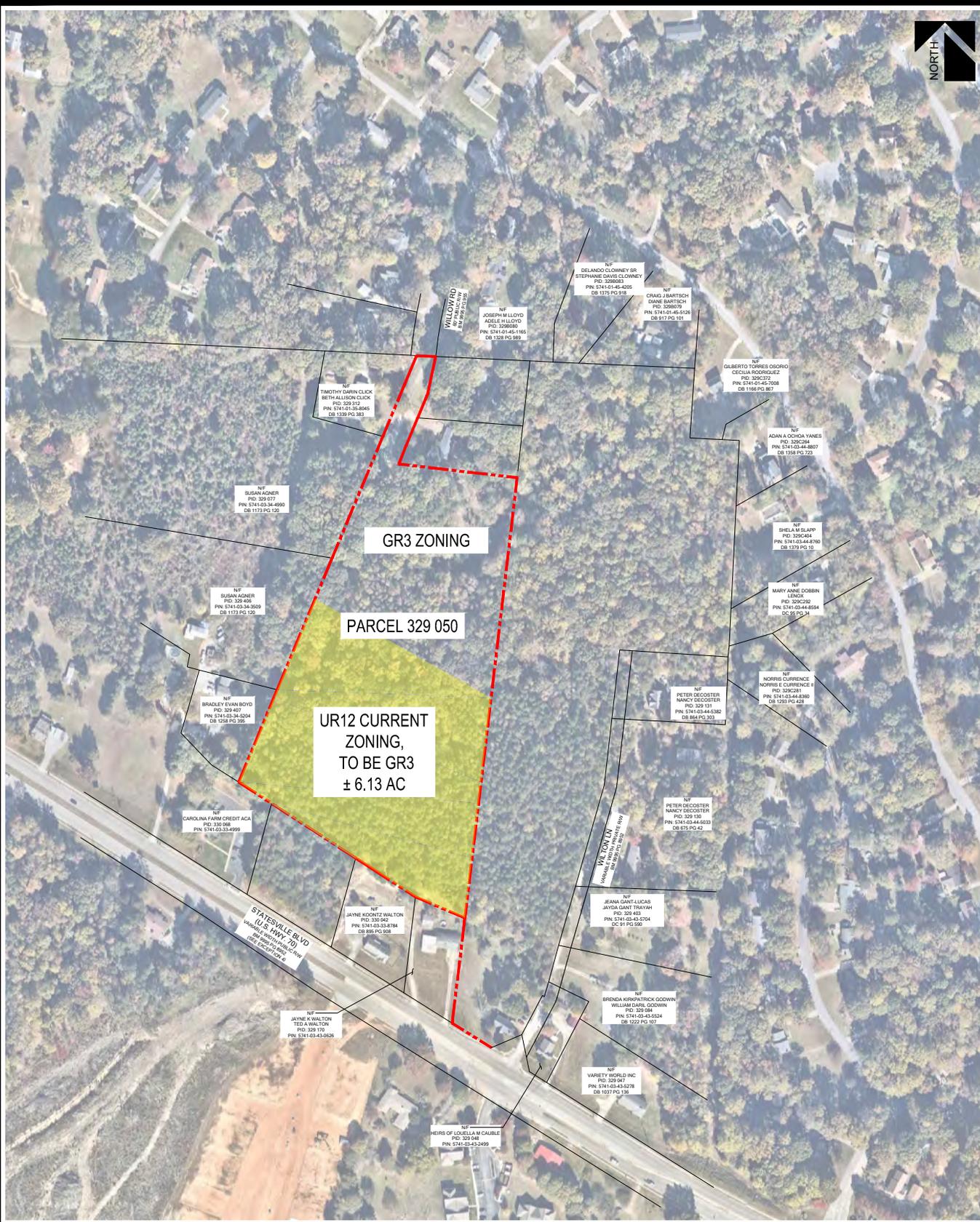
The intent of the rezoning is to downzone from UR12 to GR3 in parcel 329 050 to be consistent with the surrounding zoning and provide for the future development of a single-family neighborhood.

This Neighborhood Meeting will be held virtually to provide flexibility in attendance location. We invite you to attend the virtual Neighborhood Meeting on **Thursday, March 17th at 6:00 PM**. If you are interested in attending the live virtual presentation and discussion session at the scheduled time, **please RSVP by sending an email to SMcNab@BGEinc.com and you will be provided with a link to access the virtual meeting.** Please reference the petitioner or site location, and include your name, address, and telephone number in your RSVP so we can send you the proper link. If you expect you will be unable to attend the meeting virtually, a call-in phone number will also be provided for audio only. We can also e-mail or provide physical copies of the presentation to neighbors that are unable to attend at the scheduled time

Sincerely,

A handwritten signature in blue ink, appearing to read "Spencer McNab", is written over a horizontal line.

Spencer McNab, RLA
Project Manager, Landscape Architect
BGE, Inc.



GR3 ZONING

PARCEL 329 050

UR12 CURRENT ZONING, TO BE GR3 ± 6.13 AC

- NF DELANDO CLOWNEY SR
STEPHANIE SANDY CLOWNEY
PID: 309683
PIN: 5741-01-45-439
DB: 1375 PG 918
- NF CRAIG L BARTSCH
DIANE BARTSCH
PID: 309679
PIN: 5741-01-45-5105
DB: 1317 PG 101
- NF JOSEPH M LLOYD
AZULEE LLOYD
PID: 309800
PIN: 5741-01-45-190
DB: 1328 PG 889
- NF TIMOTHY DARRIN CLICK
BETH ALLISON CLICK
PID: 329 312
PIN: 5741-01-38-8045
DB: 1339 PG 383
- NF SUSAN AGNER
PID: 329 877
PIN: 5741-03-34-4990
DB: 1173 PG 126
- NF SUSAN AGNER
PID: 329 491
PIN: 5741-03-34-5059
DB: 1173 PG 126
- NF BRADLEY EVAN BOYD
PID: 329 407
PIN: 5741-03-34-1094
DB: 1258 PG 395
- NF CAROLINA FARM CREDIT ACA
PID: 339 508
PIN: 5741-03-33-9499
- NF JAYNE HODKINZ WALTON
PID: 339 962
PIN: 5741-03-33-8784
DB: 995 PG 608
- NF JAYNE K WALTON
TED K WALTON
PID: 329 170
PIN: 5741-03-34-5026
- NF HEIRS OF LORELLA M CAUBLE
PID: 339 048
PIN: 5741-03-43-3499
- NF DELBERTO TORRES OSORIO
CECILIA RODRIGUEZ
PID: 329C232
PIN: 5741-01-45-7008
DB: 1166 PG 867
- NF ADAM A OCHOA YANES
PID: 329C264
PIN: 5741-03-44-8607
DB: 1358 PG 723
- NF SHEILA M SLAPP
PID: 329C484
PIN: 5741-03-44-8709
DB: 1379 PG 10
- NF MARY ANNE DOBBIN
LINCOLN
PID: 329C292
PIN: 5741-03-44-8394
DB: 61 PG 34
- NF NORRIS CLARENCE II
NORRIS E CLARENCE II
PID: 329C281
PIN: 5741-03-44-8360
DB: 1203 PG 428
- NF PETER DECOOSTER
NANCY DECOOSTER
PID: 329 333
PIN: 5741-03-44-8302
DB: 864 PG 303
- NF PETER DECOOSTER
NANCY DECOOSTER
PID: 329 150
PIN: 5741-03-44-5031
DB: 873 PG 62
- NF JEANNA GANT LUCAS
JAYDA GANT TRAYLOR
PID: 329 403
PIN: 5741-03-44-8704
DB: 91 PG 590
- NF BRENDIA KIRKPATRICK GODWIN
WILLIAM DANE GODWIN
PID: 329 084
PIN: 5741-03-43-5224
DB: 1222 PG 107
- NF VARIETY WORLD INC
PID: 329 047
PIN: 5741-03-43-5278
DB: 1027 PG 118

G:\NCA\Projects\Smith Douglas Homes\7768-12 - Statesville Blvd\03 - DWG\Exhibit\2022-0223 - Locator Map\BASE-ON-SITE.dwg

BGE 1111 METROPOLITAN AVE, SUITE 250
 CHARLOTTE, NC 28204
 www.bgeinc.com
 NC LICENSE #C-4397

STATESVILLE BOULEVARD REZONING MAP

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BGE INC. SHALL BE WITHOUT LIABILITY TO BGE INC.

PARCEL_ID	OWNNAME	TAXADD1	CITY	STATE	ZIPCODE	OWN2	PROP_ADDRE
329 170	WALTON JAYNE K & HS	2720 STATESVILLE BLVD	SALISBURY	NC	28147-7446	WALTON TED A	2680 STATESVILLE BLVD
329 084	GODWIN BRENDA KIRKPATRICK	145 WILTON LN	SALISBURY	NC	28147	GODWIN WILLIAM DARIL	145 WILTON LN
329 403	GANT-LUCAS JEANA &	185 WILTON LN	SALISBURY	NC	28147-6422	TRAYAH JAYDA GANT	185 WILTON LN
330 091	RABON ARTHUR BRUCE & WF	2950 STATESVILLE BLVD	SALISBURY	NC	28147	RABON DOROTHY L	0 STATESVILLE BLVD
329 382	VERNILE CHAD ALAN & SPOUSE	100 WILLOW RD UNIT B	SALISBURY	NC	28147-7746	CABELLO EUNICE ISAI N/	100 WILLOW RD
329 406	AGNER SUSAN	2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447		0 STATESVILLE BLVD
329B097	GRIFFIN DONALD R & WF	106 WILLOW RD	SALISBURY	NC	28147	GRIFFIN DEBORAH R	106 WILLOW RD
329 049	MYERS JAMES ARCUS	224 WHISPERING WOODS DR	FLEMING ISLAND	FL	32003	MYERS DONNIE A	2660 STATESVILLE BLVD
329 049	MYERS JAMES ARCUS	224 WHISPERING WOODS DR	FLEMING ISLAND	FL	32003	MYERS DONNIE A	2660 STATESVILLE BLVD
329 077	AGNER SUSAN	2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447		0 STATESVILLE BLVD
329 308	EL-KHOURI GEORGE MARON	100 WILLOW RD	SALISBURY	NC	28147-0000		100 WILLOW RD
329 312	CLICK TIMOTHY DARIN & SPOUSE	100 A WILLOW RD	SALISBURY	NC	28147	CLICK BETH ALLISON	100 WILLOW RD
329 408	AGNER SUSAN	2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447		2840 STATESVILLE BLVD
329B072	FRUCHTMAN PARINDA K	105 WILLOW RD	SALISBURY	NC	28147		105 WILLOW RD
329B080	LLOYD JOSEPH M & WF	101 WILLOW RD	SALISBURY	NC	28147	LLOYD ADELE H	101 WILLOW RD
329B090	VARIETY WORLD INC	2425 ENON CHURCH RD	SALISBURY	NC	28147-0000		104 WILLOW RD
330 068	CAROLINA FARM CREDIT ACA	PO BOX 1827	STATESVILLE	NC	28687-1827		2810 STATESVILLE BLVD
329 407	BOYD BRADLEY EVAN	2830 STATESVILLE BLVD	SALISBURY	NC	28147		2830 STATESVILLE BLVD
329B081	WARNER SHERMAN B & WF	102 WILLOW RD	SALISBURY	NC	28147	WARNER BEVERLY J	102 WILLOW RD
330 042	WALTON JAYNE KOONTZ	2720 STATESVILLE BLVD	SALISBURY	NC	28147-7446		2720 STATESVILLE BLVD
330 119	COOLEY RICHARD LEE	203 COOLEY FARM RD	WOODLEAF	NC	27054		0 STATESVILLE BLVD



NOTICE OF PUBLIC HEARING

Salisbury City Council will hold a public hearing Tuesday, May 17, 2022 during its 6:00 p.m. meeting to consider the following general rezoning petition. The regularly scheduled May 17, 2022 City Council meeting will be held in a hybrid format. Anyone who wishes to speak virtually during the hearing regarding the request must sign-up by 5:00 p.m. on Tuesday, May 17, 2022 by contacting Kelly Baker at kbake@salisburync.gov or 704-638-5233. Information on accessing the meeting will be available on the City's website at www.salisburync.gov. The meeting can also be viewed on the City's livestream at www.salisburync.gov/webcast or the City's Facebook account.

DISTRICT MAP AMENDMENT: Z-03-2022

Project Title:	Willow Rd
Petitioner(s):	Smith Douglas Homes
Owner(s):	Donnie A. Myers & Margaret R. Myers
Representative(s) or Developer(s)	Matt McPherson
Address:	0 Willow Rd
Tax Map - Parcel(s):	TM: 329, Parcel(s): 050
Size / Scope:	Approximately 10.91 acres
Location:	Located north of Statesville Boulevard and south of Willow Road.

REQUEST:

Request to amend the Land Development Ordinance & Land Development District Map by rezoning a split zoned parcel of approximately 10.91 acres located on Willow Rd from General Residential (GR3) and Urban Residential (UR12) to General Residential (GR3).

A copy of the above petition is available for public review at Development Services (132 N. Main Street). Persons wishing a copy, or additional information, should call 704-638-5208. If persons would like to respond in writing, they may do so by mailing a letter to Development Services Division, P.O. Box 479, Salisbury, NC 28145 or by e-mail to victoria.bailiff@salisburync.gov.

Citizens interested in the proposal are invited to attend and participate in the courtesy hearing. Changes may be made in the above proposal as a result of debate, objection, or discussion.

This the day of May 2nd, 2022.

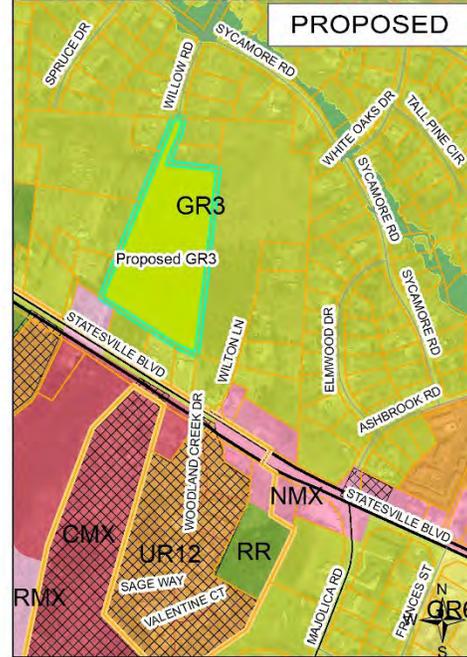
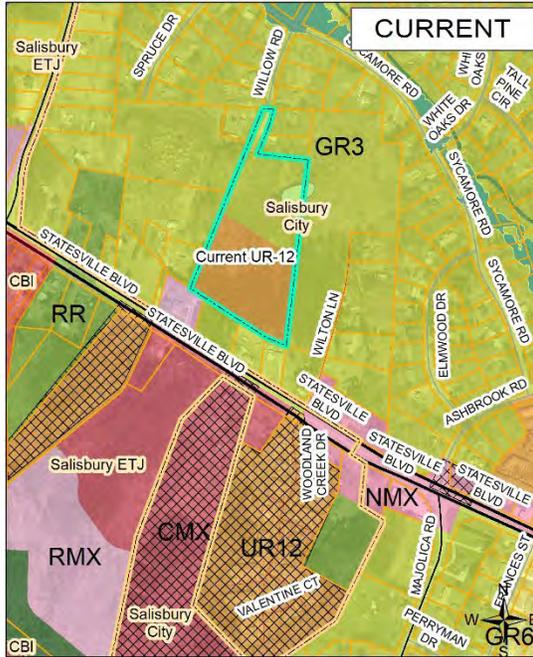
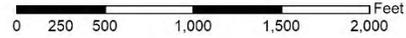
CITY COUNCIL OF THE CITY OF
SALISBURY, NORTH CAROLINA

BY: Kelly Baker
Administrative Services Director/City Clerk

Z-03-2022

0 Willow Road

PID: 329 050
 Current Zoning: UR-12
 Proposed Zoning: GR-3



PARCEL_ID	OWNNAME	OWN2	TAXADD1	CITY	STATE	ZIPCODE
329 170	WALTON JAYNE K & HS	WALTON TED A	2720 STATESVILLE BLVD	SALISBURY	NC	28147-7446
329 382	VERNILE CHAD ALAN & SPOUSE	CABELLO EUNICE ISAI NAJERA	100 WILLOW RD UNIT B	SALISBURY	NC	28147-7746
330 042	WALTON JAYNE KOONTZ		2720 STATESVILLE BLVD	SALISBURY	NC	28147-7446
330 119	COOLEY RICHARD LEE		203 COOLEY FARM RD	WOODLEAF	NC	27054
329 050	MYERS DONNIE A & WF	MYERS MARGARET R	224 WHISPERING WOODS DR	FLEMING ISLAND	FL	32003
329 049	MYERS JAMES ARCUS	MYERS DONNIE A	224 WHISPERING WOODS DR	FLEMING ISLAND	FL	32003
329 049	MYERS JAMES ARCUS	MYERS DONNIE A	224 WHISPERING WOODS DR	FLEMING ISLAND	FL	32003
329 077	AGNER SUSAN		2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447
329 308	EL-KHOURI GEORGE MARON		100 WILLOW RD	SALISBURY	NC	28147-0000
329 312	CLICK TIMOTHY DARIN & SPOUSE	CLICK BETH ALLISON	100 A WILLOW RD	SALISBURY	NC	28147
329 403	GANT-LUCAS JEANA &	TRAYAH JAYDA GANT	185 WILTON LN	SALISBURY	NC	28147-6422
329B072	FRUCHTMAN PARINDA K		606 LAUREL VALLEY WAY	SALISBURY	NC	28144-8419
329 406	AGNER SUSAN		2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447
329 407	BOYD BRADLEY EVAN		2830 STATESVILLE BLVD	SALISBURY	NC	28147
329B081	WARNER SHERMAN B & WF	WARNER BEVERLY J	102 WILLOW RD	SALISBURY	NC	28147
329B097	GRIFFIN DONALD R & WF	GRIFFIN DEBORAH R	106 WILLOW RD	SALISBURY	NC	28147
330 068	CAROLINA FARM CREDIT ACA		PO BOX 1827	STATESVILLE	NC	28687-1827
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329 408	AGNER SUSAN		2840 STATESVILLE BLVD	SALISBURY	NC	28147-7447
329B080	LLOYD JOSEPH M & WF	LLOYD ADELE H	101 WILLOW RD	SALISBURY	NC	28147
329B090	VARIETY WORLD INC		2425 ENON CHURCH RD	SALISBURY	NC	28147-0000
330 091	RABON ARTHUR BRUCE & WF	RABON DOROTHY L	2950 STATESVILLE BLVD	SALISBURY	NC	28147



NOTICE OF PUBLIC HEARING

Salisbury City Council will hold a public hearing Tuesday, May 17, 2022 during its 6:00 p.m. meeting to consider the following general rezoning petition. The regularly scheduled May 17, 2022 City Council meeting will be held in a hybrid format. Anyone who wishes to speak virtually during the hearing regarding the request must sign-up by 5:00 p.m. on Tuesday, May 17, 2022 by contacting Kelly Baker at kbake@salisburync.gov or 704-638-5233. Information on accessing the meeting will be available on the City's website at www.salisburync.gov. The meeting can also be viewed on the City's livestream at www.salisburync.gov/webcast or the City's Facebook account.

DISTRICT MAP AMENDMENT: **Z-03-2022**

Project Title: Willow Road
Petitioner(s): Smith Douglas Homes
Owner(s): Donnie A. Myers and Margaret R. Myers
Representative(s) or Developer(s) Matt McPherson
Address: 0 Willow Road
Tax Map - Parcel(s): Tax Map: 329, Parcel(s): 050
Size / Scope: Approximately 10.91 acres
Location: Located north of Statesville Boulevard and south of Willow Road.

REQUEST:

Request to amend the Land Development Ordinance and Land Development District Map by rezoning a split zoned parcel of approximately 10.91 acres located on Willow Road from General Residential (GR3) and Urban Residential (UR12) to General Residential (GR3).

A copy of the above petition is available for public review at Development Services (132 North Main Street). Persons wishing a copy, or additional information, should call 704-638-5208. If persons would like to respond in writing, they may do so by mailing a letter to Development Services Division, P.O. Box 479, Salisbury, NC 28145 or by e-mail to victoria.bailiff@salisburync.gov.

Citizens interested in the proposal are invited to attend and participate in the courtesy hearing. Changes may be made in the above proposal as a result of debate, objection, or discussion.

This the 27th day of April 2022.

CITY COUNCIL OF THE CITY OF
SALISBURY, NORTH CAROLINA

BY: Kelly Baker, MMC
Administrative Services Director/City Clerk

**Z-03-2022 Statesville Boulevard; 0 Willow Road/0Statesville Boulevard; PID: 329 050;
Current Zoning: UR12/GR3; Proposed Zoning: GR3
Presenter: Victoria Bailiff**

Request

Rezone (1) split zoned parcel from Urban Residential (UR12) and General Residential (GR3) to General Residential (GR3).

Staff Presentation

Victoria Bailiff made a staff presentation.

Applicant Testimony

Spencer McNabb and Elijah, representing the property owner. They thanked the Board for hearing their case. In response to the question from Commissioners regarding the history of the current zoning situation, Mr. McNabb responded that the property owner is unsure why the property is currently zoned UR12. The reason for their request is to ensure the zoning of the property is consistent with the surrounding area.

The applicants are planning to build single family houses with detached 2-car garages, which cannot be constructed in a UR12 zone. They plan to build on 74 lots, however, this can be subject to change. They clarified for the Board the location for development.

Commissioners were reminded by Staff that the proposal for the subdivision will go through the Technical Review Committee (TRC). This request is designed to clean up the split zone prior to establishing the subdivision review process.

Public Comment

None.

Motion

Mr. Struzyk made a motion to approve Z-03-2022 as presented; it is consistent with Vision 2020. Second by Ms. Ricks. All voted AYE.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Teresa Barringer, Development Services Manager

Requested Agenda Item: LDOTA-02-2022

Description of Requested Agenda Item: An ordinance amending Chapter 10 Parking Sections 10.3 and 10.6 of the Land Development Ordinance.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to hold a public hearing with consideration to adopt an ordinance amending the Land Development Ordinance at the May 17, 2022 City Council meeting.

Contact Information for Group or Individual: Teresa Barringer, 704-638-5210 or tbarr@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

Salisbury City Council Agenda Item Request Form



Reason:

One Stop Development Shop

City of Salisbury Development Services
132 North Main Street | 704.638.5208



MEMORANDUM

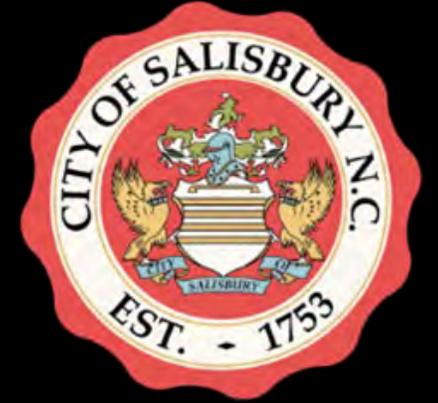
TO: City Council
FROM: Teresa Barringer, CZO
Development Services Manager
DATE: City Council Meeting – May 17, 2022
RE: Ordinance Amendment – Chapter 10 Sections 10.3 and 10.6

The proposed text amendment identified as **Exhibit A** relative to Chapter 10.3 of the Land Development Ordinance (LDO) is being proposed to allow more parking for medical and dental uses. During a previous commercial review for a medical facility, the size of the structure was only 5,603 sq. ft. resulting in a maximum of 28 parking spaces being allowed. The medical facility had a total of up to 24 employees leaving only 4 parking spaces for clients. The project was forced to propose pervious parking in order to move forward with the project. Staff recognized that medical facilities have a high rotation of patients coming in and out as well as required staff members.

The proposed text amendment identified as **Exhibit B** relative to Chapter 10.6 of the LDO is being proposed to encourage safety and security for Institutional Building Types and Uses. There have been several projects where the need for a higher level of security and/or safety is needed for institutional development. The past review of Fire Station 6 is an example of where an exception had to be requested to exempt the project from being required to have parking lot connectivity as required in Section 10.6 of the LDO. More recently, Staff has been reviewing a project of a commercial child care facility. The safety and security of these uses can be better met if only 'intentional' traffic is within the perimeter of the facility. Other examples of institutional uses that would benefit from the additional safety and security would be banks and religious institutions.

The proposed amendments were reviewed by the Technical Review Committee at the April 21, 2022 TRC Meeting and at the April 26, 2022 Planning Board Meeting and were unanimously recommended for approval.

LDOTA-01-2022 PETITION TO AMEND



CHAPTER 10.3 Required Vehicle and Bicycle Parking

CHAPTER 10.6 Parking Lot Connections

LAND DEVELOPMENT ORDINANCE

EXHIBIT A

10.3 Required Vehicle and Bicycle Parking

Use Type	Vehicle Parking Spaces		Bicycle Parking Spaces ^(b)
	Minimum Required ^(a)	Maximum Permitted ^(a)	
Residential	1 per bedroom up to 2 per unit		5% ^(c)
Lodging	1 per room or suite		2%
General Office / Business or Personal Service	2 per 1000 ft ²	5 per 1000 ft ²	5%
Medical/Dental Office	3 per 1000 ft ²	10.5 per 1000 ft ²	5%
Retail	2 per 1000 ft ²	5 per 1000 ft ²	5%
Restaurant/Bar	2 per 1000 ft ²	20 per 1000 ft ² of dining area	5%
Entertainment / Recreation / Fitness	2 per 1000 ft ²	6 per 1000 ft ²	5%
Theater	1 per 3 seats		5%
Manufacturing / Wholesale / Storage	2 per 1000 ft ²		2%
Civic / Institutional	2 per 1000 ft ²		5%

(a) All square footage calculations are gross interior floor area with the exception of a Restaurant/Bar use which can include both interior and exterior gross dining floor area for square footage calculations.

(b) Required bicycle parking spaces are based on the indicated minimum percentage of vehicle parking spaces provided. A single "inverted U" bicycle parking rack will count as two (2) bicycle parking spaces. The minimum number of bicycle parking spaces per use, when required, is two (2) or one rack and the maximum number of required bicycle spaces shall be 20 or 10 racks.

(c) Bicycle parking is required for multi-family dwellings of only more than 4 units per building

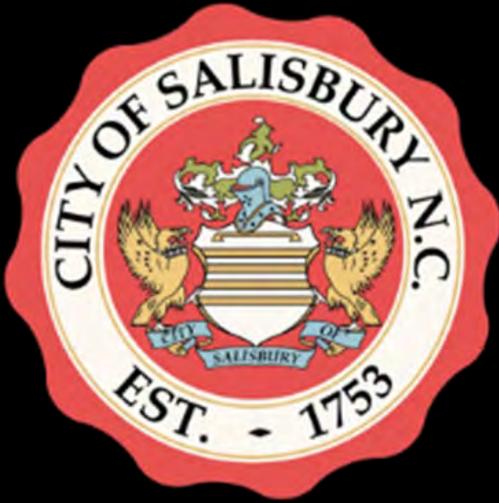
10.6 Parking Lot Connections

EXHIBIT B

Required parking lot connections shall apply to new development and additions to existing development (see Sec. 6.4 of this Ordinance) with the exception of Institutional Building Types. Where a connection stub has been provided by an adjoining development, connection shall be made with that existing stub. Reserve strips are expressly prohibited per Sec. 6.2 of this Ordinance, and no other provision of this Ordinance shall prevent a required connection from being provided.

CONSISTENCY STATEMENT:

The proposed amendments to the Land Development Ordinance as underlined or stricken herein are reasonable, in the public interest, and consistent with the Vision 2020 Comprehensive Plan relative to continually refining the policies and provisions of the development process and finding creative solutions for unique properties while protecting neighborhood interests.



The City of Salisbury Planning Board recommended approval of the aforementioned amendments of the Land Development Ordinance at the April 26, 2022 Planning Board Meeting as being consistent with the Vision 2020 Comprehensive Plan.

10.3 Required Vehicle and Bicycle Parking



Use Type	Vehicle Parking Spaces		Bicycle Parking Spaces ^(b)
	Minimum Required ^(a)	Maximum Permitted ^(a)	
Residential	1 per bedroom up to 2 per unit		5% ^(c)
Lodging	1 per room or suite		2%
General Office / Business or Personal Service	2 per 1000 ft ²	5 per 1000 ft ²	5%
Medical/Dental Office	3 per 1000 ft ²	5 10 per 1000 ft ²	5%
Retail	2 per 1000 ft ²	5 per 1000 ft ²	5%
Restaurant/Bar	2 per 1000 ft ²	20 per 1000 ft ² of dining area	5%
Entertainment / Recreation / Fitness	2 per 1000 ft ²	6 per 1000 ft ²	5%
Theater	1 per 3 seats		5%
Manufacturing / Wholesale / Storage	2 per 1000 ft ²		2%
Civic / Institutional	2 per 1000 ft ²		5%

(a) All square footage calculations are gross interior floor area with the exception of a Restaurant/Bar use which can include both interior and exterior gross dining floor area for square footage calculations.

(b) Required bicycle parking spaces are based on the indicated minimum percentage of vehicle parking spaces provided. A single "inverted U" bicycle parking rack will count as two (2) bicycle parking spaces. The minimum number of bicycle parking spaces per use, when required, is two (2) or one rack and the maximum number of required bicycle spaces shall be 20 or 10 racks.

(c) Bicycle parking is required for multi-family dwellings of only more than 4 units per building

placement should allow for visual monitoring by people within the building and/or people entering the building.

8. If required bicycle parking is not visible from the street or main building entrance, a sign shall be posted at the main entrance indicating the location of the parking.
9. Uses with several major, actively used entrances shall locate a portion of the required bicycle parking at each entrance.

10.6 Parking Lot Connections

Required parking lot connections shall apply to new development and additions to existing development (see Sec. 6.4 of this Ordinance) with the exception of Institutional Building Types. Where a connection stub has been provided by an adjoining development, connection shall be made with that existing stub. Reserve strips are expressly prohibited per Sec. 6.2 of this Ordinance, and no other provision of this Ordinance shall prevent a required connection from being provided.

- A. Where a connection is required, a minimum of two (2) connection stubs shall be provided to adjoining property; however, if the subject site accesses two (2) or more streets, only one (1) interlot connection stub shall be provided to adjoining property.
- B. Where a connection is required and an alley abuts the subject site, a minimum of one (1) connection to the alley shall be provided and no other interlot connection stubs shall be required.
- C. Where a connection is required or provided, the connection shall be made in the rear if rear parking is provided.

D. Table of Required (R) & Optional (O) Parking Lot Connections

	RMX-Res	RMX-NonRes	NMX	CMX	DMX	HB	LI /HI	HS /CI	TND
RMX-Res	R	R	R	O	R	O	O	O	O
RMX-NonRes	R	R	R	R	R	O	O	O	O
NMX	R	R	R	R	R	O	O	O	O
CMX	O	R	R	R	R	R	O	O	O
DMX	R	R	R	R	O	O	O	O	O
HB	O	O	O	R	O	R	O	O	O
LI/HI	O	O	O	O	O	O	O	O	O
HS/IC	O	O	O	R	O	O	O	R	O
TND	O	O	O	O	O	O	O	O	R

AN ORDINANCE AMENDING CHAPTER 10 (PARKING) OF THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA. (PETITION NO. LDOTA-02-2022)

WHEREAS, the Salisbury Planning Board, an advisory board to the Salisbury City Council, reviewed the text amendment on April 26, 2022 and hereby recommends its approval; and

WHEREAS, the City Council held a properly-noticed public hearing at the regularly-scheduled City Council meeting of May 17, 2022; and

WHEREAS, the City Council hereby finds and determines that adoption of an ordinance to amend the Land Development Ordinance of the City of Salisbury as underlined or stricken herein is reasonable, in the public interest, and not inconsistent with the Vision 2020 Comprehensive Plan.

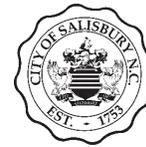
NOW THEREFORE BE IT ORDAINED by the City Council of the City of Salisbury, North Carolina:

SECTION 1. That CHAPTER 10 (PARKING) is amended as underlined or stricken.

SECTION 2. That all ordinances or 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 from and after its passage.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Emily Vanek, Planner

Requested Agenda Item: Public comment regarding eligibility for listing in the National Register of Historic Places of the City Motor Company at 419 South Main Street.

Description of Requested Agenda Item: The City Motor Company at 419 South Main Street is being nominated to the National Register of Historic Places. As the local Certified Local Government (CLG), the City is tasked with receiving public comment regarding the property's eligibility for listing in the National Register. Comments received, and subsequent recommendation to list or not list, are to be sent to the State Historic Preservation Office (SHPO) in advance of the National Register Advisory Committee (NRAC) meeting on June 9, 2022. From there, the nomination will proceed to the National Park Service.

Attachments: Yes No

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

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

Contact Information for Group or Individual: Emily Vanek, Planner, 704-638-5311,
emily.vanek@salisburync.gov.

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

Salisbury City Council Agenda Item Request Form



For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

Salisbury Historic Preservation Commission

City of Salisbury Development Services
132 North Main Street | 704.638.5311



MEMO

TO: Salisbury City Council

FROM: Emily Vanek

DATE: May 5, 2022

RE: Public Comment on National Register Eligibility– City Motor Company – 419 South Main Street

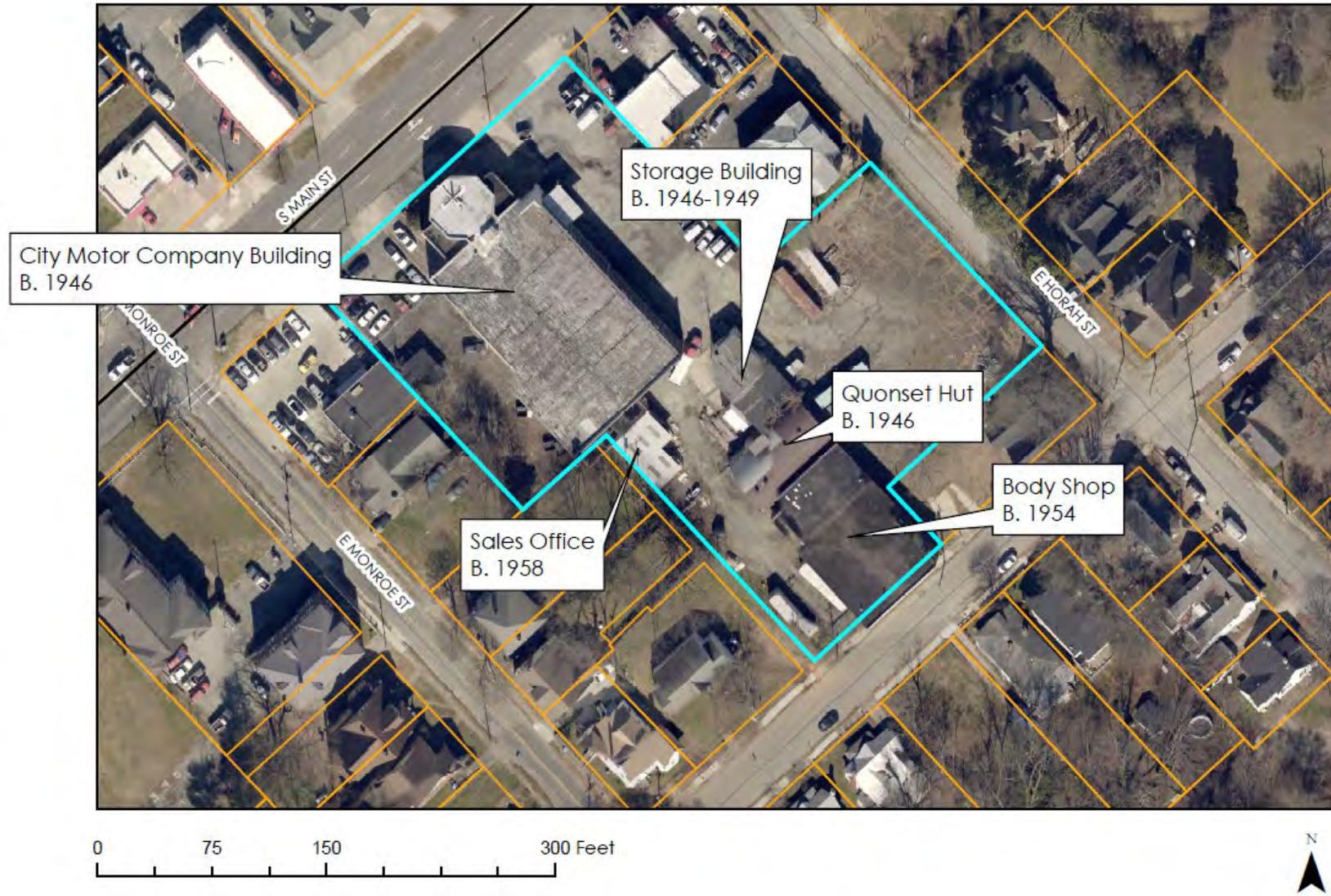
The City Motor Company, 419 South Main Street, Salisbury, is under consideration for nomination to the National Register of Historic Places. As the Certified Local Government, the City is required to hold a public comment period at the Historic Preservation Commission and City Council regarding the proposed nomination. The Historic Preservation Commission will receive public comment at their meeting on May 12, 2022. Comments received and subsequent recommendation is then sent to the State Historic Preservation Office and the property owners regarding the eligibility of the property to be listed in the National Register of Historic Places. The nomination will be reviewed at the National Register Advisory Committee’s meeting on June 9, 2022. Pending the NRAC’s decision, the application will proceed to the National Park Service for final review.

A copy of the nomination is attached for Council’s review and consideration. The City Motor Company consists of five buildings built between 1946 and 1958 in the Modern style. The property is being proposed for listing under Criterion A, as a property that is associated with events that have made a significant contribution to the broad patterns of our history, and Criterion C, as a property that embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction. The City Motor Company is not located within any existing National Register Districts, but is within the Downtown Local Historic District.

Public Comment | National Register Nomination of the City Motor Company

- As a CLG, Salisbury HPC and City Council are required to receive public comment and provide a report to SHPO
- City Motor Company – 419 South Main St
 - Constructed 1946-1958
 - Moderne style – Quonset Hut
 - Within Downtown Local Historic District, not located within a National Register District
- Proposed to be listed under Criterion A, as a property that is associated with events that have made a significant contribution to the broad patterns of our history, and Criterion C, as a property that embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction

Public Comment | National Register Nomination of the City Motor Company



Public Comment | National Register Nomination of the City Motor Company



Public Comment | National Register Nomination of the City Motor Company



Public Comment | National Register Nomination of the City Motor Company



Public Comment | National Register Nomination of the City Motor Company



Staff Contact

Emily Vanek, Planner

(704) 638-5311 – emily.vanek@salisburync.gov



North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

April 4, 2022

Emily Vanek
Salisbury Historic Preservation Commission
132 North Main Street
Salisbury, NC 28144

RE: City Motor Company, 419 S. Main Street, Salisbury, Rowan County

Dear Ms. Vanek:

Enclosed is a copy of the nomination for City Motor Company, which is scheduled for presentation to the North Carolina National Register Advisory Committee on June 9, 2022. For more information about meeting details and updates on how to view the meeting, please visit the Secretary of State's Public Meeting Calendar at https://sosnc.gov/online_services/calendar/Search and search "National Register Advisory Committee." A copy of the notification letter sent to the property owner is enclosed for your information.

As a Certified Local Government, you have sixty (60) days in which to comment on the proposed nomination. If you do not respond by June 8, 2022 on the proposed nomination, approval of it will be assumed. Please note that Salisbury Historic Preservation Commission is to provide an opportunity for public comment on this nomination according to the terms specified in the certification agreement the city signed with this office. A copy of your notice to the public should be forwarded to our office along with any comments the Salisbury Historic Preservation Commission, and Mayor Alexander or the Salisbury City Council wish to make on the nomination to satisfy federal and state requirements.

Please use the enclosed comment forms to send us the responses. If you have any questions concerning this nomination, we will be happy to help. Please direct any inquiries to our State Historic Preservation Office's Survey and National Register Branch Supervisor, Sarah Woodard at sarah.woodard@ncdcr.gov.

Sincerely,

Darin J. Waters
State Historic Preservation Officer

DJW/jhs

Enclosures

NATIONAL REGISTER FACT SHEET 2

NATIONAL REGISTER CRITERIA FOR EVALUATION

The following criteria are designed to guide the states, federal agencies, and the Secretary of the Interior in evaluating potential entries for the National Register.

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. that are associated with events that have made significant contribution to the broad patterns of our history; or*
- B. that are associated with the lives of persons significant in our past; or*
- C. that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*
- D. that have yielded, or may be likely to yield, information important in prehistory or history.*

Criteria Considerations (Exceptions): *Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:*

- A. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or*
- B. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or*
- C. a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his or her productive life; or*
- D. a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or*
- E. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or*
- F. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or*
- G. a property achieving significance within the past 50 years if it is of exceptional importance.*

(see other side)

APPLYING THE CRITERIA

The two principal issues to consider in determining eligibility for the National Register are "significance" and "integrity."

A property may have "significance" for association with important events or patterns of history (criterion A); for association with an important historical figure (criterion B); as an important example of period architecture, landscape, or engineering (criterion C); or for the information it is likely to yield (criterion D, applied to archaeological sites and districts, and sometimes applied to certain types of structures). A National Register nomination must demonstrate how a property is significant in at least one of these four areas. For properties nominated under criterion A, frequently cited areas of significance are agriculture, community planning and development, social history, commerce, industry, politics and government, education, recreation and culture, and others. For technical reasons, criterion B (significant person) nominations are rare. Criterion C (architecture) is cited for most, but not all, nominations of historic buildings. Archaeological sites are always nominated under criterion D, but may also have significance under one or more of the other three criteria.

Properties are nominated at a local, state, or national level of significance depending on the geographical range of the importance of a property and its associations. The level of significance must be justified in the nomination. The majority of properties (about 70%) are listed at the local level of significance. The level of significance has no effect on the protections or benefits of listing.

Besides meeting one or more of the above criteria, a property must also have "integrity" of "location, design, setting, materials, workmanship, feeling, and association." This means that the property must retain enough of its historic physical character (or in the case of archaeological sites, intact archaeological features) to represent its historic period and associations adequately.

All properties change over time, and in some cases past alterations can take on historical significance in their own right. The degree to which more recent, incompatible, or non-historic alterations are acceptable depends on the type of property, its rarity, and its period and area of significance. Buildings with certain types of alterations are usually turned down by the National Register Advisory Committee. For example, 19th and early 20th century wood frame buildings that have been brick veneered in the mid-20th century are routinely turned down for loss of historic integrity. Similarly, it is extremely rare that buildings covered in synthetic materials such as aluminum or vinyl siding are individually eligible for listing in the Register.

Criteria Exceptions

The criteria exclude birthplaces and graves of historical figures, cemeteries, religious properties, moved buildings, reconstructions, commemorative properties, and properties less than 50 years old, with certain exceptions. The following exceptions are sometimes encountered:

Historic **churches** that are architecturally significant and retain sufficient architectural integrity can be successfully nominated under criterion C (architecture), sometimes together with criterion A for social or religious history, provided they have not been brick-veneered or covered in aluminum or vinyl siding.

Cemeteries may sometimes successfully be nominated under criterion C when they retain important examples of historic stone carving, funerary art, and/or landscaping, and they also may be eligible under criterion A or criterion D. However, both the National Register Advisory Committee and the National Register have turned down nominations of graves when the historical importance of the deceased is the sole basis for the nomination. The National Register was created primarily to recognize and protect historic places and environments that represent how people lived, worked, and built in the historic past. Human burials are recognized and protected under other laws and programs.

Moved buildings may sometimes be successfully nominated under criterion C for architecture when they remain in their historic communities and the new setting adequately replicates the original setting. The point to remember is that the program is called the National Register of Historic Places, not Historic Buildings or Historic Things, because significance is embodied in locations and settings as well as in the structures themselves. Buildings moved great distances, buildings moved into incompatible settings (such as a farmhouse moved into an urban neighborhood or a downtown residence moved to a suburb), and collections of buildings moved from various locations to create a pseudo-historic "village" are routinely turned down. In some cases, the relocation of a historic building to a distant or incompatible setting may be the last and only way to save it, and such an undertaking may be worthwhile. However, sponsors of such a project must understand that the property subsequently may not be eligible for the National Register.

If a property is **less than 50 years old**, it can be nominated only if a strong argument can be made for exceptional significance. For example, Dorton Arena on the State Fairgrounds was completed in 1953. It was successfully nominated to the National Register in 1973 as one of the most important examples of modernism in post-World War II American architecture.

CERTIFIED LOCAL GOVERNMENTS AND THE NATIONAL REGISTER

The federal and state guidelines for the Certified Local Government Program require that the CLGs participate in the process of nominating properties to the National Register of Historic Places. This participation involves the review of nominations within the jurisdiction of the CLG by the CLG Commission and the chief elected local official. Opportunity for public comment must be provided during the 60-day comment period. The commission and the chief elected official are required to submit comments to the State Historic Preservation Office and the owner of the property relaying their findings as to the eligibility of the property under consideration for listing in the National Register. The attached forms are provided for you to facilitate your review of nominations and your submittal of comments to the State Historic Preservation Office. A copy of the criteria for listing in the National Register is also enclosed for your reference and use.

Although the federal regulations governing the CLG program call for the chief elected local official to provide comments on proposed National Register nominations within the CLG jurisdiction, North Carolina law stipulates that the mayor or chairman of the board of county commissioners may act only in an administrative capacity on behalf of the local governing board. If a certified local government has doubts about the legality of the chief elected official assuming sole responsibility for comments on proposed National Register nominations, it may wish to consider two alternatives: 1) having the governing board review the nominations or 2) having the governing board pass a resolution granting the chief elected local official the authority to furnish comments on behalf of the governing board.

In order to fulfill the required comment procedures, please complete the information below and the appropriate comment paragraph that is attached after you have reviewed the nomination. This information should be returned to:

Sarah A. Woodard, Survey and National Register Branch Supervisor

State Historic Preservation Office

4617 Mail Service Center

Raleigh, North Carolina 27699-4617

COMMENTS ARE DUE IN THE STATE HISTORIC PRESERVATION OFFICE BY: **June 8, 2022**

1. Name of Certified Local Government: **City of Salisbury**
2. Name of CLG Commission: **Salisbury Historic Preservation Commission**
3. Property being reviewed for nomination: **City Motor Company**
4. Please attach documentation of the measures taken to provide for public comment during the nomination review and a record of any comments received, as per your certification agreement with the State Historic Preservation Office.
5. In approving local governments for certification, the SHPO may have stipulated that the Commission obtain the services of professional historians, architectural historians, or archaeologists when reviewing National Register nominations, if those disciplines are not represented in the Commission membership. If this stipulation applies to you, please note the name of the professional you consulted below and his/her appropriate field. If you have any questions about the applicability of this stipulation to your commission, contact Kristi Brantley, Certified Local Government Coordinator, State Historic Preservation Office at 919.814.6576.

THE CHIEF ELECTED LOCAL OFFICIAL OR THE LOCAL GOVERNING BOARD SHOULD COMPLETE ONE OF THE FOLLOWING COMMENT PARAGRAPHS:

C. I, **Mayor Karen K. Alexander**, or We, the **Salisbury City Council**, have reviewed the nomination for **City Motor Company** and find that the property **meets** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **recommend** that the property be submitted for listing in the Register.

Additional Comments:

Chief Local Elected Official's signature and date

D. I, **Mayor Karen K. Alexander**, or We, the **Salisbury City Council**, have reviewed the nomination for **City Motor Company** and find that the property **does not meet** the criteria for listing in the National Register of Historic Places as stated in Section 8 of the report. We therefore, **do not recommend** that the property be submitted for listing in the Register. The reasons for my (or our) findings concerning this nomination are stated below (use additional sheet if necessary).

Additional comments:

Chief Local Elected Official's signature and date

City Motor Company, Salisbury, Rowan County - Representative Photos



United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: City Motor Company

Other names/site number: N/A

Name of related multiple property listing:
N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 419 South Main Street

City or town: Salisbury State: NC County: Rowan

Not For Publication: N/A Vicinity:

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

national statewide local

Applicable National Register Criteria:

A B C D

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Signature of certifying official/Title:	Date
<u>North Carolina Department of Natural and Cultural Resources</u>	
State or Federal agency/bureau or Tribal Government	

In my opinion, the property <input type="checkbox"/> meets <input type="checkbox"/> does not meet the National Register criteria.	
<hr/>	
Signature of commenting official:	Date
<hr/>	
Title :	State or Federal agency/bureau or Tribal Government

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4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

Category of Property

(Check only one box.)

- Building(s)
- District
- Site
- Structure
- Object

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Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>5</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>0</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>5</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

COMMERCE/TRADE/specialty store
COMMERCE/TRADE/business
COMMERCE/TRADE/warehouse

Current Functions

(Enter categories from instructions.)

COMMERCE/TRADE/department store
COMMERCE/TRADE/warehouse

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7. Description

Architectural Classification

(Enter categories from instructions.)

MODERN MOVEMENT/Moderne
OTHER/Quonset Hut

Materials: (enter categories from instructions.)

Principal exterior materials of the property:

Foundation: concrete
brick

Walls: brick
concrete block
glass
metal

Roof: membrane
metal

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

Built between 1946 and 1958, City Motor Company is an automobile dealership complex in Salisbury, North Carolina, the county seat of Rowan County. The complex consists of five buildings erected for the sales and service departments of Salisbury's Ford dealership. City Motor Company occupied the 2.06-acre site at 419 South Main Street from 1946 until the mid-1980s. The irregularly shaped parcel spans the full depth of a 400-foot square city block bordered by South Main Street, East Horah Street, South Lee Street, and East Monroe Street.

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The complex consists of the main two-story brick and glass building constructed in 1946, a one-story concrete block storage building and a metal Quonset hut used for repair and storage built around the same time, between 1946 and 1949, and a one-story body shop constructed in 1954. The buildings are arranged along a northwest-southeast axis through the block from South Main Street to South Lee Street. A detached sales office was constructed around 1958 to the southwest of the main building when an adjacent parcel was acquired for an exterior sales lot and additional parking. The site is mostly flat along South Main Street but slopes gently toward East Horah and South Lee streets. Except for a small yard in front of the main building, the property has no significant landscaping since the parcel containing the dealership is either built upon or paved. The overall complex maintains a high degree of integrity.

Narrative Description

Bound on the northwest by South Main Street, the City Motor Company complex is located southwest of East Horah Street near the urban center of downtown Salisbury, North Carolina. The property is irregular in shape and is bordered on the northeast by a service station, East Horah Street, and a private residence. A second service station and residences along East Monroe Street border the property to the southwest. Single-family residences flank the parcel on the rear to the southeast along South Lee Street. A six-foot-tall chain-link fence with three strands of barbed wire surrounds the rear portion of the property and the additional lot to the southwest. The site can be accessed from three of the adjacent streets.

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Site evolution

The full 2.06-acre site containing the City Motor Company dealership consists of three groups of lots within the 400 block of South Main Street that were acquired piecemeal over a period of years from 1943 to 1972. In the early 1940s, the block bound by South Main Street on the northwest, East Horah Street to the northeast, South Lee Street to the southeast, and East Monroe Street to the southwest was primarily residential.¹ The present property consists of four 50-foot lots on the southeast side of South Main Street located in the middle of the block, with another three vacant 50-foot lots on the southwest side of East Horah Street and two 50-foot lots to the northwest side of South Lee Street.

When the owners of City Motor Company began planning for a new sales and service facility in 1943, they looked beyond Salisbury's urban center to allow for future growth. On October 19, 1943, the company purchased two separate tracts that bilaterally severed the mostly residential city block. Tract No. 1 is the central parcel containing the main building, with 115 feet of frontage on South Main Street and extending back 200 feet into the city block. Tract No. 2 backs up to Tract No.1 from South Lee Street with 50 feet of frontage. The owners purchased an adjacent parcel on September 15, 1944, to the northeast of Tract No. 2, extending the Lee Street frontage another 60 feet. These three tracts represent the original parcel occupied by the new dealership.

¹ Salisbury's street grid is rotated approximately 43 degrees from cardinal north and, as a result, Main Street generally runs northeast to southwest.

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In 1946, the owners transferred the original parcel to City Investment Company and construction began on the main sales and service building at 419 S. Main Street. A narrow drive on the northeast side of the building connected South Main Street to the rear portion of the site on Lee Street. On April 7, 1955, City Investment Company purchased an adjacent parcel for the construction of an exterior car sales lot on the southwest side of the main building. The additional lot extended the South Main Street frontage 50 feet to the southwest. The company erected a small sales office around 1958 in the middle of the car lot, adjacent to the southwest parcel line.

Once more planning for future growth, City Investment Company began assembling lots at the middle of East Horah Street, beginning with a single parcel on November 24, 1958. Two additional lots were purchased on April 16, 1965. The three side-by-side parcels provided 164 feet of frontage on East Horah Street and connected with the dealership property at their rear. Based on aerial photos these three lots do not appear to have been cleared and paved until March 16, 1972, when a final parcel was added to the site. The final addition contained a 1920s Craftsman bungalow, which stood to the northeast of the main sales and service building. The addition gave another 60 feet of frontage on South Main Street and abutted the East Horah Street lots at the rear. The residence was demolished and the four lots assembled from 1958 to 1972 were paved and connected to the rest of the complex.

1. City Motor Company Building, 1946, 2000 – Contributing building

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The City Motor Company Building, which contained the Ford dealership's showroom, sales offices, and service department, sits perpendicular to South Main Street. The two-story rectangular building features a projecting, three-sided showroom flanked by offices at the front. The building is constructed of red brick laid in five-and-one Common or American bond veneer over a steel structure with vast expanses of original blue glass on the sides. A low-pitched gable roof with flush fascia caps the building. A one-story toilet room and adjacent boiler room project on the rear.

The main sales and service building is oriented in a northwest-southeast direction with the principal façade on South Main Street. A uniform rhythm of tall steel sash window units, fill the bays of the southwest and northeast elevations. All original frames and sashes are intact, along with nearly all the original glass, with some panes being infilled ventilation fans spaced randomly on the façades. A cast concrete sill accents the strong horizontal lines of the façade roughly sixteen courses above the interior floor line along the grade plane. The building is organized into seven bays on the southwest and northeast façade and spanning seven narrower bays wide on the façade.

The seven bays of the two-story northwest facade are bilaterally symmetrical. This façade was mostly brick, which was historically painted, except for the central showroom bays. The central bay protrudes out the farthest toward the street, with each side of the adjoining bays angled back toward the building. These central three bays that comprise the showroom, which originally featured a full height of two-story storefront glazing for a large display space that often showcased four cars at a time. In early 2000, the showroom glazing was removed and

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replaced with smaller storefront windows on the ground story with stucco infill on the upper story. A modern rollup door with small canopy is located on the upper story on the left angled-back wall. The original window frames were left exposed at the building corners and edge along the fascia band. Above the formerly glazed wall, a tall painted corrugated metal fascia that bands the roofline and features a metal capped parapet continuing back to the main part of the building. The visual line created by this higher parapet gives an indication that the showroom itself is octagonal in plan as it connects back to the main part of the building, with a higher angled parapet completing the form as it connects to the higher back wall. On either side of the showroom, the adjoining bays are defined with austere two-story brick wings that would have contrasted the showroom bays. The height of these brick wings, a few feet short of the upper parapet, are also capped in metal. The fronts of the wings are identical featuring a recessed single leaf door on the ground story and rectangular steel sash window units, two panes wide by six panes tall. The recessed doors are the primary pedestrian entrances and are accented with three elongated octagonal stacked glass panels adorned by glass block sidelights curved in plan from the front wall to the door recess. The windows above are unadorned with only simple steel lintels and running bond headers with cast concrete sills. The sides of these brick wings are similar but not identical. The right side has three equally spaced windows on both stories that mirror the size and proportion of the steel sash window units on the front. The ground story windows are one row of panes shorter in height, and the window nearest the front, is only one row of panes wide. Similarly, on the side of the left brick wing the upper story has the same three equally spaced windows, however only the one smaller window toward the front is

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mirrored at the ground story. The remaining bays flanking the showroom and brick wings, are wider and more in proportion to the main building bays on the side. The height of these walls matches the height of the showroom portion and wrap the corners about one quarter part of the bay width back on the side. These mirrored bays are identical in form and material, and feature roll-up garage doors. The garage door on the right is original, with seven vertical rows of ten horizontally paneled intermediate sections. The door on the left side is a modern metal replacement.

The right side (southwest) and left side (northeast) facades are nearly identical. Eight wide bays defined by steel columns spaced roughly eighteen feet apart, are divided horizontally into four smaller rows. At the bottom, the grade level division is a low continuous brick wall capped with a concrete sill that extends the full length along the façade. The divisions of the bays become visible above the sill delineated by the steel columns recessed back from the face of the wall at the sill. The primary glass façade of the bay is subdivided in smaller panes of glass equal in size, four window units wide and three window units tall forming three horizontal rows created by the stacking vertical rows of four steel sash window units. The bottom steel sash units are two panes wide and four panes tall, inclusive of a center two-over-two center pivot sash. The second horizontal row of four fixed steel sash units, two panes wide and three panes tall. The top row of four window units are two panes wide and five panes tall, with a center pivot two-over-two sash one row from the top. A continuous inverted steel angle runs the length at the top of the wall, forming a slight soffit for a roof overhang that supports and aluminum gutter. The bay nearest the front façade, has one less vertical row of windows, and

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instead provided with the brick wall with higher parapet that wraps the corner of the building of equal proportion to the spacing of the window units. On the northeast façade, near the principal (northwest) façade, a metal canopy of unknown date, extends out from the building on the first and second bays. A single door is located on the right of the second bay. These are not mirrored on the southwest. The roof line is uniform across the side facades. The southeast façade is mostly devoid of fenestration, separated into two distinct halves. The half to the right, toward the northeast façade, contains a tall garage door located close to the center of the building with smaller pedestrian door located on the right. A one-story toilet and boiler room, extends out from the main two-story structured on left half of the façade. Three original windows are present but obscured by a later metal storage shed and its contents. The lean-to addition at the rear appears to have been constructed after 1995 since it is not present on the most recent survey. A segmented terracotta coping caps the parapet along the top of the wall, obscuring the roof beyond. The brick chimney for the boiler extends a few feet above the parapet to the left.

Two principal pedestrian entrances from South Main Street are located on the façade, flanking the showroom projection. On both sides, a single-leaf door leads into a foyer adjacent to the showroom. The southwest entrance opens into a deep foyer and reception area that wraps around the showroom with windows overlooking and a glazed showroom entrance door. The entrance at the northeast end of the façade enters a smaller vestibule that accessed a parts department window and opens directly into the showroom. Both foyers feature plastered walls

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and ceilings and terrazzo floors extending beyond into the showroom. All original finishes are in good condition.

The showroom is a large open area octagonal in plan, roughly 40 feet by 40 feet. One story storefront glazing wraps the exterior wall beyond the foyer walls and along the perimeter of the street façade. Adjacent foyer walls are painted brick, but plastered walls wrap the back along the perimeter adjacent to the Service Area. A three-leaf door centered on the back wall of the showroom looks out into the service department. The large entry door consists of a single-leaf glazed panel door flanked on each side by single-leaf doors with porthole windows. The center single leaf operates independently, but could be swung out with the connecting panel, and all three leafs could be opened to allow the movement of vehicles between the two spaces. An original staircase leads upwards on the right, adjacent to the door between the showroom and service area. In early 2000, the original two-story interior of the showroom was split into two separate levels, and the original exterior glazing was replaced with stucco and smaller storefront windows on the ground level. A modern acoustical tile ceiling, with fluorescent lights also present. Two steel columns, spaced evenly in the middle of the Showroom parallel to the street, are part of this later addition that supports this ceiling. This later upper level of the Showroom is entered through steps on the upper level that were placed in a former window opening that overlooked the Showroom below. This modern upper level features plywood floors, and plywood on the back wall of the formerly glazed walls. However, the original plastered walls and cellulose acoustical tile ceiling, is still present and in good condition. Original painted steel columns on along the street facade are also visible on this level. Although

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the exterior showroom facade was enclosed with modern walls, the steel framing of the showroom windows, comprised of basic steel profiles, is intact around the entire perimeter of the original openings and it appears only simple vertical and horizontal support mullions along with the glass panels have been removed.

Adjacent to the showroom on the left, an original single leaf door leads to the parts department and service counter. This elongated room connects the Showroom with the Service Department, occupying the lower level of the exterior wing adjacent to the Showroom. The space is partially subdivided front to back, by a bulkhead supported by pilasters on both sides. Interior walls are plastered adjacent the showroom. Painted brick and peg board sheath the walls at the service counter. A dropped modern acoustical tile ceiling extends throughout this area. An original counter wraps the Service Department wall with a long glazed opening piercing the back painted masonry wall. Another original stair leads to an upstairs level on the left, adjacent to the showroom wall.

Entering the upper level from this stair, leads to a long wide open room that extends the full length of the wing. A set of modern stairs, added with the later modifications, leads to the showroom upper level. Originally, this opening may have been glazed and overlooked the showroom below. Walls are plastered in good to poor in a few areas, where small leaks have been present. An original floor is painted hardwood and in good condition.

The opposite wing, on the southwest side of the showroom, is entered from the stairs adjacent to the door between the showroom and service area. The elongated plan of this wing is subdivided with an original office at the front. The second floor in this section of the building

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provided space for the business support-staff, secretary's office, storage space, and a bathroom. Walls and ceilings are plaster, in fair to poor condition. Modern steps adjacent to the showroom lead to the upper Showroom level through an original opening. However, as noted earlier, this upper level was added after 1995, and these two wings were not historically connected. A door at the back of this space leads to another room and toilet that were not accessible.

The service department is entered through the three-leaf door centered at the rear of the showroom. Historically, vehicles entered this vast space from the southwestern corner of the building, through the original garage door mentioned earlier. A reception area was located adjacent to the door, where patrons could be greeted and drop off their cars [*along a smooth rounded wall*]. This space protrudes into the Service Department, and is painted brick on the lower level, and plastered walls above. The glazed panes, once looked out to the garage door entry. While the original openings are still present the glass and been boarded up with plywood.

An extension of the parts department and service counter was built into the service area on the northeast side of central door between the sales and service areas. The partition walls are covered with brick veneer, while vertical corrugated metal siding panels have been placed as a screen around the upper level of the addition. A single-leaf metal door with a large single light is located on the southwest side of the addition and is flanked by a square single-light window. The long service counter and window overlooking the service area appears to have been updated at some point with new double-hung sash providing connection between customers

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and employees. The exit door for vehicles is located beyond the service counter extension at the northwest corner of the building.

Looking out into the service department, the wide bays of the building are distinguished by deep, long span steel trusses with riveted connections. No supporting columns are present and structural metal panels supported by purlins between the trusses span the ceiling. The expansive glass walls flood the interior space with natural light. A garage door on the rear wall of the service department allowed for easy workflow with the parts storage and body shop facilities at the rear of the site. Single-leaf doors to the toilet and boiler rooms penetrate the otherwise blind brick wall on the opposite side of the space from the garage door.

2. Storage Building, ca. 1946 – Contributing building

Constructed at some point between 1946 and 1949, the one-story flat-roof storage building was erected near the middle of the City Motor Company site, along its northeastern parcel line. The utilitarian concrete block building has a four-bay façade with the northwest end bay of the building forming a canted corner. This arrangement accommodated vehicles navigating the narrow clearance between storage building and the rear northeastern corner of the main building. The remaining three bays of the storage building were all originally identical with roll-up garage doors, but the two bays to the southeast have been infilled with concrete block. A single-leaf eight-panel wood door in the infill wall accesses the interior of the two southeast end bays. The garage bay adjacent to the canted corner contains a modern replacement metal

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overhead door. A single-leaf glazed-and-paneled wooden personnel door is centered on the corner bay and surmounted by a two-course brick lintel, but the opening has been boarded over on the exterior. An original metal-frame window on the northwest end elevation consists three six-light sash where the upper four lights are operable awning-style sash. The southeast elevation adjacent to the Quonset hut on the site is blind with a brick chimney flue rising from the northeast corner of the building.

The rear (northeast) elevation most likely consisted of four identical bays, each with a single two-pane steel sash window unit positioned two brick courses below the roof edge. Sometime after the mid-1960s, when the three lots on East Horah Street were added to the property, a garage door opening was cut into the rear wall, replacing one of the interior window bays. The bay is accessed through a modern metal overhead door with plywood framing that surrounds the opening.

The interior is subdivided bilaterally, from southwest to northeast by a solid concrete block wall with no interior connection. The dividing wall was added later, as the coursing does not align with the rows on the exterior, so the space was entirely open at some point. The interior mimics the exterior in finish with concrete block walls and pilasters at each interior corner and bay. The interior has concrete floors and an exposed wood rafter ceiling.

3. Quonset Hut, ca. 1946 – Contributing building

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A one-story metal-clad Quonset hut was erected adjacent to the auto parts storage building at approximately the same time. Measuring roughly 40 feet wide and 60 feet long, the utilitarian building is clad with corrugated galvanized steel panels, which are placed horizontally on the arched end elevations and vertically over the building's curved roof. The southwest elevation, facing the interior of the lot, presents a row of windows about three feet above the exterior grade, which gradually slopes to the rear of the parcel. Appearing in groups of two or three, the windows are six-light steel sash where the lower two lights are operable. A louvered metal vent approximately four feet square is positioned at the top of the arch on both the southwest and northeast elevations. The remainder of the northeast elevation is blind.

Sandwiched between the parts storage building and the body shop, only a portion of the Quonset hut's northwest side elevation is readily visible. A shallow, shed-roof bay on the visible portion of the façade contains the entrance bay, which is accessed through double-leaf sliding metal doors carried on an overhead track. A row of four steel-sash windows to the southwest of the entrance are covered by siding panels added later. Four randomly spaced circular ventilation fan hoods protrude slightly along the ridge of the building. The southeast elevation facing the wall of the body shop is windowless.

The concave interior form is an open volume 15 bays wide and constructed of a light gauge steel framework of six-inch bent ribs with an inside radius of twenty feet. The bent ribs that define the interior bays are spaced four feet apart. Smaller purlins running perpendicular to the ribs are spaced about six feet apart and support the curved galvanized roof panels that form

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the exterior surface of the arch. The end walls are then composed with a framework of straight vertical ribs. The repetitive framing indicates the modular nature of the hut.

The Quonset hut, as a building type, was developed in 1941 as a versatile, multi-use structure produced for the United States Navy during World War II. First produced at Quonset Point in Rhode Island, the prefabricated metal buildings were developed for a wide range of applications and could be quickly assembled and disassembled in the field. Roughly 150,000-170,000 Quonset huts were produced during World War.² After the war, Quonset Huts were sold as military surplus to the public. Due to the prefabricated nature of these types of structures, the building at City Motor Company was probably intended to serve its function temporarily, with plans to build a larger facility, which proved to be the case. After construction of the body shop in 1954, the Quonset hut was used to store larger car parts, like bumpers.

4. Body Shop, ca. 1954 – Contributing building

A larger, permanent body shop was constructed immediately adjacent to the Quonset hut in 1954, occupying the southeast corner of the property adjoining South Lee Street. The one-story flat-roof brick building measures roughly 60 feet by 97 feet with its long axis running northwest to southeast. The end walls have flat parapets capped by a glazed terra cotta coping. The northwest end elevation of the body shop is void of fenestration.

² David Goran, "Quonset Huts: A Practical Building Solution for the U.S. Navy during WWII," *The Vintage News*, October 20, 2016, <https://www.thevintagenews.com/2016/10/20/quonset-huts-a-practical-building-solution-for-the-u-s-navy-during-world-war-ii/>; accessed March 15, 2022.

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The body shop's seven-bay façade overlooks the interior of the lot to the southwest contains a large garage bay opening at the northwest end and six bays of metal-frame industrial sash windows. The garage bay is accessed through a replacement metal overhead door. The window bays are defined by brick pilasters, and a partial height brick wall almost five feet tall carries the concrete sills. The window units are composed of three tall sections with 16 lights and divided by metal mullions beneath a continuous steel header approximately 12 inches tall. Within each bay, the outer sections of the window have operable two-over-two sash located one row down from the top and one row up from the bottom, while the vertical center section has only fixed sash. A single-leaf personnel door is located within the bay adjacent to the garage opening, and the southeast end window bay has been boarded over. A continuous metal gutter, running the length of the façade, defines the roof edge, and forms a narrow soffit.

The rear (northeast) elevation nearly mirrors the façade with seven nearly identical bays but lacks any access points. Three of the window bays are boarded over, either full or partially. The northwest end bay, which enclosed the paint booth on the interior has a ventilation fan inserted in the center of the window. Immediately southeast, the adjacent bay has a split sill with the brick base below two sections of the window rising several feet higher than the typical base wall. A two-light steel-sash window pierces this taller base section.

The southeast elevation overlooking South Lee Street consists of four equal bays of comparable window openings that have been boarded over. The brick pilasters defining the bays are typically 12 inches wider than the pilasters on the long southwest and northeast elevations. The window sash, however, which is visible on the interior, is similar in

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configuration and remains in place beneath the wood panels. A painted sign was located on the upper façade below the flat parapet.

The interior of the body is accessed through the single-leaf personnel door and garage bay on the façade. The interior is primarily a single open space with a concrete floor and long-span steel joists supporting the roof. The ceiling has exposed galvanized steel decking panels that span perpendicular across the joists. The spacing of the joists is narrower than the exterior bays. The walls are a mix of unpainted clay masonry units with hollow terra cotta blocks under the sills and along the southeast wall of the paint booth. Solid brick is used for the pilasters and where structural load bearing applications required the use of denser masonry units. A paint booth occupies the northwest corner of the interior opposite the exterior garage entrance. The booth is enclosed by concrete block walls and a glazed-and-paneled roll-up garage door, which appears to be original. A small toilet room occupies a corner adjacent to the paint booth, which is depicted by the raised brick wall section on the rear elevation. A small office near the personnel door was formed by thin partition walls that rise approximately eight feet.

5. Sales Office, ca. 1958 – Contributing building

A small sales office, roughly 20 feet by 20 feet, sits adjacent to the property line on the southwest side of the main building and is surrounded by a fenced and paved parking lot. The building appears to have been constructed around 1958, after a side lot, 50 feet wide by 200 feet deep, was acquired in 1955 (DB 388:399). Resting on a concrete slab foundation, the

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diminutive Modernist building features a full-height glass façade that wraps around the northeast corner of the building to a single-leaf glazed entry door. The remaining side and rear walls are brick veneer with a brick wall panel rising above the flat roof at the northwest corner of the building. A deep roof overhang cantilevers beyond the façade and northeast elevations, sheltering a concrete sidewalk that roughly mirrors the depth of the overhang. The roof and enclosed overhang are supported by a wood header, roughly 12 inches deep, in line with the aluminum-frame glass walls; the header transitions to a frieze board approximately midway across the northeast elevation. A single-leaf door and transom are centered on the northeast elevation with a glazed bay to one side, carrying the transparency of the façade around the northeast corner, and a wall of running bond brick below the frieze board on the other side contrasts the transparency of the building's front. The southeast elevation is punctuated by three equally spaced transom openings, and the southwest elevation is blind. The interior of the structure is entirely open, except for a small room added at the southwest corner with light partition wall framing and T-111 sheathing.

Integrity Statement

The City Motor Company generally retains a high degree of historic integrity as a mid-twentieth century automobile dealership in Salisbury, North Carolina. The property consists of the sales, service, and storage buildings erected to fulfil its function as a modern Ford franchise dealership from the 1940s through the 1950s, when the Ford Motor Company entered a period of renewed success with the production and marketing of popular automobiles in the wake of

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World War II. Site development through the 1960s and 1970s has enlarged the amount of paved surface lots on the property, but the location, setting, and feeling of the dealership in a transitional residential and commercial area on South Main Street just beyond Salisbury's central business district remains largely intact.

The principal building on the site, designed by architect Hall Crews and built in 1946, retains much of its Modernist-influenced design, materials, and workmanship despite specific alterations to its signature showroom space. In 2000, the tall showroom windows were removed from the exterior and an intermediate floor and dropped ceiling were installed at the mezzanine level on the interior. The alterations diminish the impact of the prominent showroom, which projected forward from the building to attract potential customers with its dramatic display of new car models within the light and spacious setting. The replacement windows and wall panels did not alter the plan and massing of the showroom but were installed within the existing steel framing system as the original showroom windows. The insertion of the intermediate floor and dropped ceiling reduced the height of the showroom interior without permanently altering the original spatial envelope. Rehabilitation plans for the building are in the planning stages as part of a proposed adaptive reuse of the property. The new owners intend to restore the exterior windows of the showroom to their original appearance and remove the intermediate floor on the interior to reestablish the full height of the showroom space. All work will follow the Secretary of the Interior's Standards for Rehabilitation.

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The ancillary sales and service buildings located on the site, erected between 1946 and 1958, embody efficient, functional, and fire-resistant commercial construction. The structures display few alterations, many of which are reversible, and no significant changes to their character defining materials and structural systems. Overall, the property retains sufficient physical and associative integrity to be eligible for the National Register.

[Statement of archaeological potential]

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

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Areas of Significance
(Enter categories from instructions.)

Architecture
Commerce/Trade

Period of Significance
1946-1958

Significant Dates

Significant Person
(Complete only if Criterion B is marked above.)
N/A

Cultural Affiliation
N/A

Architect/Builder
Hall Crews, architect – 1946
John Hartledge, architect – 1947-1958
Bradshaw & Sons, builder

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

Built in 1946, the City Motor Company Building in Salisbury, North Carolina, is locally significant and meets National Register criteria A and C for commerce and architecture. City Motor Company is a well-preserved automobile dealership complex situated on the edge of downtown and reflects the proliferation of automobile ownership and cultural influence following World War II. Designed by Winston-Salem architect Hall Crews, the two-story brick, steel, and glass building has a projecting Modernist style showroom and industrial rear service area along with four ancillary buildings for sales, body work, and storage. City Motor Company, a Ford dealership since 1940, erected the building with a projecting polygonal showroom to display new car models and attract potential customers. Influenced by Modernist design, the building features its glazed showroom, pedestrian entrances framed by curved glass block walls, commodious vehicular entrances, the Ford Motor Company's blue and gray color scheme, and an expansive service department housed in an airy glass-enclosed volume at the rear. The dealership incorporated the automobile industry's progressive ideas for sales, service, and marketing, guided by reinvigorated corporate strategies and innovations that helped the Ford Motor Company regain primacy in the post-war period. City Motor Company stands as one of the most intact and modern automobile dealerships in Salisbury from an era closely associated with the expansion of car culture in the United States.

The period of significance begins with the construction of the first buildings on the site in 1946 and ends in 1958 with the completion of the exterior sales office. The construction and

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expansion of the complex from 1946 to 1958 coincides with a period of corporate resurgence of the Ford Motor Company in the post-war period. The dealership continued to operate at this location until 1987, when the business and buildings were sold. Additional parcels acquired between 1958 and 1972 enlarged the original site to its present 2.06-acre dimensions. The additional area was paved in the 1970s and does not contribute to the significance of the property as a good example of a mid-century automobile dealership.

Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

Historical Background and Automobile Sales Context

Salisbury, the county seat of Rowan, dates from 1753 and has been from its early days a local and regional center of trade and commerce. Situated between the Yadkin and Catawba rivers, the town served as a gateway to the western part of the state, a position reinforced in the 1850s with the arrival of the North Carolina Railroad (NCR), which connected Piedmont towns between Raleigh and Charlotte. Salisbury subsequently became the eastern terminus of the Western North Carolina Railroad (WNCRR), begun in 1857 and not completed until the 1890s. The railroad shops in Spencer, a suburb to the north of Salisbury, provided employment along with cotton mills, roller mills, stone quarries, and some furniture manufacturing.³

³ Catherine W. Bishir and Michael T. Southern, *A Guide to the Historic Architecture of Piedmont North Carolina* (Chapel Hill, NC: University of North Carolina Press, 2003), 423-424.

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As Salisbury was eclipsed by Charlotte as a railroad hub in the late nineteenth and early twentieth centuries, the construction of public highways and roads became important to the town's economic progress. An automobile club formed in Salisbury in 1901, although it was largely a social organization at the outset. Over time, as the number of automobiles increased, club members began to advocate for road improvements and undertook projects to aid motorists such as placing street signs around town. Following the Highway Act of 1921, the State Highway Commission assumed control and maintenance of more than 100 miles of roads in Rowan County, including a newly completed major east-west highway (present US 70). The authorization of the federal interstate highway system in the 1950s led to the creation of Interstate 85 through Rowan County, constructed between 1966 and 1969.⁴

The production and sales of automobiles achieved phenomenal growth in the first decades of the twentieth century and effectively transformed the nation over the next century. Experimentation with mechanically powered individual vehicles began in the late nineteenth century and continued to develop to the point where there were four registered automobiles in the United States in 1895. By 1900, however, more than 4,000 cars were manufactured by dozens of different automakers. Growth was exponential and the task of selling automobiles was open to enterprising individuals, who soon became an industry unto themselves. In 1905, cars began to be sold on the installment plan and organizations to represent dealers and service garages were formed. The National Automobile Dealers Association (NADA) formed in 1917

⁴ James S. Brawley, *Rowan County: A Brief History* (Raleigh, NC: North Carolina Department of Cultural Resources, Division of Archives and History, 1974), 129-131.

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from these earlier groups and came to represent dealerships across the nation, which numbered 15,000 at the time.⁵

Henry Ford (1863-1947), founder of the Ford Motor Company, oversaw significant advancements in the production of automobiles that contributed to their pervasiveness in the twentieth century. Ford's development of assembly line production transformed the process of building cars and substantially reduced the amount of time needed to produce completed automobiles. As production increased, prices came down, and the Model T, the first truly mass-produced car, leapt in popularity as it became affordable to the masses. Ford further improved mass production through the use of standardized parts, larger manufacturing plants, and integrated moving assembly lines. In 1914, Ford significantly increased daily pay for his workers, which not only helped the company retain employees but also elevated its workers into the consumer class.⁶

Another Ford innovation was the development of franchise dealerships. William "Billy" Hughson of San Francisco, through a chance meeting with Henry Ford, opened the first official Ford dealership, purchasing 12 automobiles to sell. Hughson's business soared following the devastating earthquake of 1906, and Ford granted Hughson the entire west coast territory as part his franchise, which ultimately grew to include more than 120 dealerships.⁷ Becoming an

⁵ Robert Genat, *The American Car Dealership* (Osceola, WI: MBI Publishing Company, 1999), 17.

⁶ Ross Banham, *The Ford Century: Ford Motor Company and the Innovations that Shaped the World* (San Diego, CA: Tehabi Books, 2002), 37-42 and 240-242; Amy Krigman, "History of the Ford Dealership in America," *Car Life Nation*, January 13, 2018, <https://carlifenation.com/history-of-the-ford-dealership-in-america/>; accessed March 15, 2022.

⁷ Genat, 20-21; Ford Motor Company, *The Ford Dealer Story 1903-1953* (Dearborn, MI: Ford Division, Ford Motor Company, 1953), 4-9 (hereinafter cited as *Ford Dealer Story*).

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authorized dealer required entering into an agreement with the automaker to sell their cars, stock spare parts, offer service repairs, possess a suitable sales and service facility, and display official signage. In the 1910s, Ford contracts required dealers to always keep at least one new model car on hand and maintain a parts inventory of at least \$20,000. The money paid by dealers to the Ford Motor Company for cars and parts helped keep the automaker flush with capital in the early years.⁸ As one Midwestern Ford dealer remarked, "People who talk about progress always credit mass production of cars, Ford's great contribution to this century. They seldom realize that mass production would be impossible without mass sales."⁹

The growth of automobile ownership and associated businesses in Salisbury followed national trends in the twentieth century. The introduction of the first automobiles was almost immediately followed by a need for auto garages and repair shops to fix and maintain the new technology. Bicycle dealers were among the first mechanics because of the similar drive system shared by bicycles and early automobiles. Blacksmith and machine shops also evolved as repair garages due to their size and ability to service metal frames and auto body parts. Based on their familiarity working with the new vehicles, these businesses frequently became early dealers for automakers.¹⁰ The 1907 city directory for Salisbury lists only one automobile dealer, Charles Arey, who was also one of two bicycle dealers in town. Arey owned a hardware store on South Main Street that sold sporting goods, firearms, fishing tackle, cutlery, tools, and gasoline

⁸ Genat, 18-20.

⁹ *Ford Dealer Story*, 104.

¹⁰ Genat, 39.

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engines.¹¹ Eugene Thompson, manager of Eugene Machine Works, which sold 'Jack Rabbit' engines, claimed to specialize in automobile repairs.¹²

By 1920, the number of automobile dealers in Salisbury had grown to seven, with an eighth, Rowan Motor Company, operating in Spencer. Salisbury's early dealerships included the McCanless Motor Company, doing business in a former livery stable at 118 E. Council Street, and the Salisbury Motor Company, owned by Harold A. Rouzer. In addition to his auto dealership on West Fisher Street, Rouzer operated a service garage on West Innes Street, served as president of the Chamber of Commerce, and was treasurer and general manager of the Rowan Hardware and Machinery Company. Eugene Thompson became a dealer for Overland and managed Thompson's Garage at the corner of Fisher and Lee streets. Holshouser Bros. operated on East Liberty Street as blacksmiths, carriage and wagon builders, and automobile painters. Arnold Kirk owned City Automobile Station across from the railroad depot where he offered autos, auto supplies, repairs, and cars for hire. Associated businesses included tire sales, batteries, painting, and body work. The Pilot Insurance and Realty Company was one of several companies offering automobile insurance in 1920.¹³

To house the scale and type of production envisioned by Henry Ford, the Ford Motor Company turned to Detroit architect Albert Kahn (1869-1942) to design manufacturing plants that would accommodate new technologies and the easy flow of materials and products

¹¹ Ernest H. Miller, ed., *Salisbury-Spencer, N.C., City Directory, 1907-1908* (Asheville, NC: Piedmont Directory Co., Inc., 1907), 19 and 292.

¹² *Ibid.*, 9.

¹³ Ernest H. Miller, ed., *Salisbury-Spencer, N.C., City Directory, 1919-1920* (Asheville, NC: Piedmont Directory Co., Inc., 1920), 105, 166, 214-215, 225, and 305-306.

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throughout the space. Kahn, a German immigrant who began experimenting with reinforced concrete framing at plants for automakers Packard and Pierce Arrow, used gridded concrete frames and steel truss roof systems to enclose large, open spaces and allow for flexible expansion. Kahn introduced the use of steel sash windows to illuminate the voluminous interiors. Kahn designed Ford's massive manufacturing plant at Highland Park, organized around a four-story factory that opened in 1910. The multi-story plan proved to be less efficient than expected for moving assembly line production and led to the creation of a new facility at River Rouge in Dearborn, Michigan. Kahn designed a series of one-story interconnected manufacturing buildings between 1917 and 1928 on a 2,000-acre site that produced nearly every component used in Ford vehicles. The two plants at Highland Park and Dearborn employed tens of thousands of workers and became indelibly linked with Ford automobiles and the Ford brand.¹⁴

The successful application of Henry Ford's production innovations led to the tremendous growth of the company and widespread acceptance of the automobile. The price of a Model T, Ford's most popular automobile, continued to drop as Ford streamlined its production process. After producing on 82,000 Model Ts in 1912, production increased to more than 308,000 vehicles in 1914, which was more than all other manufacturers combined. The company produced more than 585,000 cars in 1916 and passed 700,000 the following year. By the mid-

¹⁴ "Albert Kahn, 1869-1942," Michigan Modern, <http://www.michiganmodern.org/designers/albert-kahn>; accessed March 14, 2022; Ralph J. Christian, "Highland Park Ford Plant" National Register of Historic Places Nomination Form, American Association for State and Local History, Nashville, TN, 1977; Ralph J. Christian, "Ford River Rogue Complex" National Register of Historic Places Nomination Form, American Association for State and Local History, Nashville, TN, 1977.

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1920s, after nearly two decades of industry dominance, more than half of all automobiles on the road were Model Ts. The Model T was so prevalent Ford advertised it as “the Universal Car.”¹⁵

The Ford Motor Company established a presence in North Carolina beginning as early as the 1910s. The company built a number of factory stores and branch assembly plants for constructing and selling the Model T in select cities across the country, including Charlotte. With Kahn engaged on the major Detroit plants, the company engaged Seattle architect John Graham to design the Model T assembly plants. Ford first erected a service office and parts center at 222 North Tryon Street in 1914, which was soon converted to an assembly plant to keep up with demand. The company built a second four-story plant at 210 East Sixth Street in 1916 (both locations no longer standing).¹⁶ Harold Rouzer, who started as a mechanic, was Salisbury’s Ford dealer, selling Ford, Lincoln, and Fordson vehicles through the Rouzer Motor Company formed in 1921. Rouzer sold Buicks through the Salisbury Motor Company, which he also owned. Rouzer erected a three-story building at corner of North Main and Liberty streets to house his Ford dealership. In the manner of Ford company buildings, the front block had a brick exterior, large storefront windows and transoms, one-over-one double-hung windows on the upper stories, decorative parapet with a central medallion, bracketed cast stone cornice, and decorative cast stone accents. The Liberty Street elevation containing the service

¹⁵ Banham, 37-39; Mark S. Foster, *A Nation on Wheels: The Automobile Culture in America Since 1945* (Belmont, CA: Wadsworth, 2003), 8-11.

¹⁶ RK Motors, “The Houses that T Built (and that Built the T),” RK Motors, December 13, 2018, <https://www.rkmotors.com/blog/T-built-houses>, accessed March 16, 2022; Kendra Waters, “Ford Motor Company Assembly Plant” Charlotte-Mecklenburg County Local Landmark Designation Report, MacRostie Historic Advisors, Washington, DC, August 16, 2019.

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department included seven bays of concrete frame structure with infill panels of brick and multi-light metal-frame industrial sash windows.¹⁷

The number of dealerships throughout the state continued to grow in the 1920s. Salisbury claimed 12 automobile dealers in the mid-1920s, while more than two dozen dealers were operating in Greensboro and more than 40 in Charlotte.¹⁸ Charles C. Coddington of Charlotte became one of the state's top promoters of the automobile industry and an influential dealer representing Buick in both North and South Carolina. Coddington, who served as president of the NADA, hired Albert Kahn to design a new headquarters for his dealership, which was making \$6,000,000 in sales annually. Completed in 1925, the five-story building contained 125,000 square feet of space including an accessible roof floor for automobile testing. The edifice was built of reinforced concrete and finished with granite and Bedford stone with tan brick panels.¹⁹ During the same period, Kahn designed a new assembly plant for Ford located two miles north of Charlotte. Built between 1924 and 1925, the \$1.25 million Ford Motor Company Assembly Plant was a massive one-story brick and steel facility with a spacious showroom and offices, as well as an assembly line and factory operations. The plant came

¹⁷ Rouzer transferred the Buick dealership to Don Clement Sr. in the early 1920s but retained the Ford dealership into the early 1930s. It appears that Rouzer sold the Ford business to Burl Hedrick in the 1930s and organized the Rouzer Motor Parts Company in 1934. Burl Hedrick served as president of the Hedrick Auto Company, with A. D. Dorsett as the general manager. (From city directories and Sanborn maps.)

¹⁸ Ernest H. Miller, ed., *Salisbury-Spencer, N.C. City Directory, 1924-1925* (Asheville, NC: Commercial Service Co., 1924), 343; Hill Directory Co., *Greensboro (N.C.) City Directory 1920* (Greensboro, NC: Hill Directory Co., 1920), 70-71; Miller, *Charlotte, North Carolina, City Directory 1921* (Asheville, NC: Commercial Service Co., 1921), 714-715.

¹⁹ "New Brick Building Here Is Among Finest of the Section," *The Charlotte Observer*, August, 1925, 4; "Hundreds of Millions in Automobile Sales Annually," *The Charlotte Observer*, March 13, 1927, 1; "C.C. Coddington's Death Closes Colorful Career," *The Charlotte Observer*, December 4, 1928, 1.

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online around the time sales for the Model T began to slow and Ford entered a lengthy slump lasting until the 1940s.²⁰

On August 1, 1940, Salisbury businessmen A. D. Dorsett Sr., J. P. Mattox, Walter H. Woodson, and W. M. Elliott entered into a sales agreement with the Ford Motor Company to represent the automaker locally. Doing business as City Motor Company, the new enterprise was housed in the three-story building erected by the Rouzer Motor Company in 1921 on North Main Street, on the northeast corner of the block containing the Rowan County courthouse.²¹ The timing for the dealership was auspicious with the Ford brand lagging behind General Motors and Chrysler in sales and looming military conflict in Europe.

The Ford Motor Company suffered from a lack of innovation and leadership during the 1930s that caused the business to lose money through stagnation and inefficiency.²² As World War II got under way, Ford temporarily stopped producing cars for civilians and focused its attention and resources instead on jeeps, aircraft engines, tanks, transport gliders other products valuable to the war effort. The company's wartime motto, "Full Production for Victory," reflected its position as the first automaker to offer the full capacity of its manufacturing capabilities to the United States government, for which the company received over \$4.5 billion in contracts for its efforts during the war.²³

²⁰ Waters, n.p.; Thomas W. Hanchett, "Kahn, Albert (1869-1942)," North Carolina Architects & Builders, 2017, <https://ncarchitects.lib.ncsu.edu/people/P000623>, accessed March 21, 2022.

²¹ Ford Motor Company sales agreement, August 1, 1940. Copy in the possession of the owners.

²² Foster, 44-46; *Ford Dealer Story*, 95-99.

²³ Ford Motor Company, *Forty Years 1903-1943* (Dearborn, MI: Ford Motor Company, 1943), 39-43 (hereinafter cited as *Forty Years*).

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While the auto manufacturers converted to military production during World War II, local dealerships subsisted on repair services and selling used cars in the absence of new models rolling out of Detroit in the early 1940s. City Motor Company contributed to the war effort by helping to sponsor an ordnance company composed of 165 men from within the industry. The War Department assigned the 811th Depot Company to the North Carolina Automobile Dealers Association, who presented applicants for interviews with ordnance officers and the selected individuals became members of the enlisted reserve corps until called for duty.²⁴ Two local Salisbury boys and best friends—J. C. Ritchie and A. D. Dorsett Jr.—left to serve during World War II. John Calvin Ritchie (b. 1925), the youngest of seven children, graduated from Boyden High School in Salisbury and became a pilot and an officer in the U.S. Air Force. A. D. Dorsett Jr. (1922-1995), son of City Motor Company manager A. D. Dorsett, served in the U.S. Army Air Transport Command. The two friends became brothers-in-law when Ritchie married Dorsett's sister, Sybil Martha Dorsett, in 1944.²⁵

Coming out of the war, automakers like Ford, who had converted its plants to military production, needed to retool and return to building automobiles. The Ford Motor Company produced its first post-war civilian passenger car in July 1945, only five days after it built its last Liberator bomber. Henry Ford II replaced his grandfather as president of the company in September and reorganized the management with energetic young men fresh out of military service. Henry Ford II hired former War Department statistician Charles B. "Tex" Thornton to

²⁴ "Men! Here's Opportunity!" *The Charlotte Observer*, November 1, 1942, 6.

²⁵ John Calvin (J.C.) Ritchie, interview with Lisa Pope, August 20, 2020; "Ritchie-Dorsett Vows Are Spoken," *The Charlotte Observer*, July 9, 1944, 8.

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help lead the company's rebirth, and Thornton, in turn, recruited a number of young officers to modernize Ford's managerial systems, everything from accounting to design. The "Whiz Kids," as Ford's new senior managers became known, brought about a swift recovery that saw Ford introduce new model cars and more than double sales at the end of the decade. By 1950, Ford surged to the number two position among automakers, selling more than 1,000,000 cars.²⁶

When Ritchie and Dorsett returned home to Salisbury following the war, the United States was in better economic condition than any other country in the world and automobiles had become a necessity rather than a luxury. The City Motor Company embraced the hopeful outlook by hiring Winston-Salem architect Hall Crews to design a new dealership complex several blocks south of central Salisbury. Although the block where the new facility was built was primarily residential, two filling stations were located at the two South Main Street corners flanking the dealership. Local contractors and building material suppliers L. S. Bradshaw and Sons constructed the new complex for City Motor Company. The new building aided in creating greater exposure and visibility, along with ample space to conduct sales and service for the rejuvenated brand. Crews' design drew upon the concepts of modern merchandizing and emphasized the showroom by placing it within a projecting octagonal space at the front of the building, effectively creating a three-sided façade with large windows to display new model cars and attract customers. Ford promoted the idea of constantly improving its facilities as essential

²⁶ Foster, 49-50; *Ford Dealer Story*, 105-107.

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in the modern economy and pushed for the contemporary dealership to be a light and airy showplace.²⁷

The owners of City Motor Company recruited Ritchie and Dorsett to work for the dealership. Dorsett attended the newly formed Ford Merchandising School in 1947 to learn the latest automotive merchandising methods. The five-week course covered the history and present organization of the company, along with instruction in advertising, public relations, business management controls, dealer accounting procedures, financing, and more. Dorsett was one of 33 men in the Merchandising School's first graduating class.²⁸ Dorsett and Ritchie eventually became business partners as General Manager and Assistant General Manager at City Motor Company.

In the post-war era, with the end of rationing and an accumulation of wartime savings, Americans had a pent-up demand for new automobiles that resulted in record numbers of cars being produced and sold. The growth of the suburbs, extensive advertising, easy credit, and cheap gasoline led to an automobile-buying boom. By 1950 there were almost 40 million cars on the road—a 40% increase from 1941. Three out of five families now owned or were looking to buy a car.²⁹ Rowan County's population exceeded 75,000 in 1950 as birthrates increased.³⁰ New industries opened in the county and brought new jobs. The rapidly growing number of automobile registrations spurred the federal government and state highway departments to

²⁷ *Ford Dealer Story*, 99 and 102-103

²⁸ Ford Merchandizing School, *Forum*, No. 7052-6-47, 12.

²⁹ Kim Kenney, "History of 1950s Cars," *It Still Runs*, www.itstillruns.com/history-cars-5039048.html, accessed March 14, 2022.

³⁰ Katherine Sanford Petrucelli, *The Heritage of Rowan County, North Carolina*, Vol. 1 (Salisbury, NC: Genealogical Society of Rowan County, 1991), 27.

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construct roads. Between 1937 and 1974, \$58 million in federal and state funds was spent for road construction and maintenance within Rowan County, both municipal and rural.³¹ According to J. C. Ritchie, there was a backlog of citizens wanting cars after the war. The City Motor Company's owners maintained a "waiting list" of citizens, especially doctors and salesmen, who were often given top priority because of their all-important "house calls" and travel.³²

The opening of a Veterans Administration (VA) Hospital in 1953 provided a major economic boost for Salisbury and Rowan County. President Franklin D. Roosevelt formally approved the new VA medical center in Salisbury in 1945, but work did not begin until 1950. By 1951, the hospital was under construction on 155 acres with 18 buildings connected by underground tunnels. The construction project employed 1,000 workmen, and local businesses benefitted from its impact.³³ J. C. Ritchie stated that the hospital, maintenance, and associated medical services were good year-round jobs, rather than just seasonal work. The steady incomes provided by these jobs made a significant impact on local citizens and automotive sales during this time.³⁴

The unprecedented growth of the automobile industry in the 1940s and 1950s saw the three major automakers—Ford, General Motors, and Chrysler—claim a greater share of the market and push innovations in automobile design and technology. Americans wanted big,

³¹ J. F. Hurley, ed., Religion/Hospital Section, The Salisbury Evening Post Bicentennial Edition 1776-1976, *The Salisbury Post*, April 29, 1975, 3R

³² Ritchie interview.

³³ Hurley, 3R.

³⁴ John Calvin (J.C.) Ritchie, interviews with Lisa Pope, August 20 and September 23, 2020.

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stylish cars and automakers responded with powerful V-8 engines, three-tone paint schemes, extensive chrome accents, tail fins, and streamlined designs that tapped into a collective interest in rockets and space travel. In 1947, the NADA had 32,000 members, and the design of dealerships reflected the new car designs—bigger, more stylish, and more modern. Suburban dealership locations began to gain favor and offered more room for display, service, and storage. Brightly lit signs, large glass showrooms, modern materials, and sleek designs worked to attract customers and provide a suitable space for promotional activities and revealing the latest models. During this period, Ford introduced the popular 1949 Ford, the first-generation F-series trucks, and the Thunderbird. It began producing convertible models of its popular cars. Lincoln, Ford's luxury nameplate, introduced the Cosmopolitan to complement the Continental.³⁵

The resurgence of the Ford Motor Company continued steadily into the mid-1950s when it suffered a significant misstep. In 1955, Henry Ford II announced plans for a new line of cars—the Edsel—with bold styling and state-of-the-art engineering. To market the new car line, Ford presented exclusive dealership opportunities and supplied successful applicants with management, marketing, and merchandising ideas, as well as a 35-page book dedicated to setting up and decorating a dealership. Despite its extensive preparations and promotions, Ford's rollout of the Edsel was an unmitigated flop, barely selling 110,000 through three years of production.³⁶ During the same period, the Ford Motor Company became a publicly traded company, with Henry Ford II stepping down as a president in 1960. Congress passed a truth-in-

³⁵ Genat, 25-29 and 44-57; Foster, 69-73.

³⁶ Genat, 30-37; Foster, 74-75; Banham, 114-115.

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advertising law in 1958 that led to the introduction of the Monroney label, a price sticker affixed by manufacturers to circumvent some of the deceptive pricing practices employed by auto dealers.³⁷

J. C. Ritchie retired from City Motor Company in 1987 because the Ford Motor Company required that dealerships relocate from downtown locations to areas outside the city closer to interstate traffic. The signature Ford sign that towered over the building was a patented product provided by the automaker to its franchise operations. Ford Motor Company removed the sign when the downtown franchise closed. As new Ford franchises were established and built near the interstates, Ford required the dealers to use standardized blueprints provided by the company. The consistency and familiarity achieved through the standardized appearance and functionality across its network promoted brand recognition and helped reinforce Ford's legacy in the nation's automobile history.

Architectural Context

The City Motor Company Building followed the nationwide trend of new dealership construction and expansion immediately following World War II. With pent up demand for new cars and a strong economic forecast, automobile manufacturers and dealers felt confident building new facilities to market, sell, and service the latest makes and models. In 1946, the owners of City Motor Company turned to architect D. Hall Crews (1895-1966) of Winston-Salem to design their new showroom and service facility. A Forsyth County native, Crews joined his

³⁷ Genat, 34; Banham, 115.

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father's contracting business and at a young age assumed designed responsibilities, advertising himself as an architect as early as 1911. He studied at Columbia University in New York for a year and worked in Athens, Georgia, before re-establishing a practice in Winston-Salem. Crews worked extensively on commercial, industrial, and educational buildings, and won the North Carolina Chapter of the American Institute of Architects Honor Award in 1931 for the Ardmore Elementary School in Winston-Salem. He designed schools in other counties, as well as libraries for the Ford Motor Company at their plants in Highland Park and Dearborn, Michigan.³⁸ Prior to designing the City Motor building, Crews completed designs for the Auto Spring Company in Charlotte, which opened a new facility at 2401 W. Morehead Street in June 1945. The two-story, 15,000-square-foot brick building features three garage bay entrances on the façade and broad areas of multi-light industrial sash windows to illuminate the interior. The Auto Spring Company serviced heavy-duty truck and bus springs, brakes, and frames.³⁹

Following his work for the City Motor Company, Crews designed a notable International style showroom for Modern Chevrolet at 800 W. Fourth Street in Winston-Salem. For the two-story block at the front of the building, erected in 1947, Crews specified porcelain-enameled-steel panels for the curved corners of the façade, an aluminum-frame glass curtain wall for the first-story showroom, and a continuous horizontal band of windows and glass block across the upper story of the façade. A projecting marquee and vertical sign tower advertised the dealership name and brand affiliation. The walls of the one-story service wing at the rear of the

³⁸ Heather Fearnbach, *Winston-Salem's Architectural Heritage* (Winston-Salem, NC: Forsyth County Historic Resources Commission, 2015), 653; "D. Hall Crews Architect to Open Office Monday," *Twin-City Sentinel*, December 9, 1911, 7.

³⁹ "Auto Spring Housed in New Structure," *The Charlotte Observer*, June 26, 1945, 5.

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building were composed extensively of metal-frame industrial sash windows. The dealership eventually outgrew its location and moved to a new suburban site in 2004; the Crews-designed building was demolished in 2005.⁴⁰

In the late 1940s, Salisbury claimed more than 15 automobile dealerships for both new and used cars. Many of the dealerships were well established with showrooms and service garages located downtown. The majority of Salisbury's dealerships in business in the 1940s operated from buildings erected before 1930.⁴¹ The McCanless Motor Company opened a showroom in 1917 at 118 E. Council Street in a one-story brick building constructed in 1902 as a livery stable. The façade of the long building features a heavily corbelled brick cornice and segmentally arched central entrance bay flanked by single windows on either side. McCanless sold Dodge and Plymouth cars and Dodge trucks until 1980, when the owners retired. The Council Street building was rehabilitated for offices in 1996.⁴²

The one-story brick commercial building with three storefronts at 130-132 E. Innes Street was constructed around 1919 and served a number of different automobile dealers. The Motor Sales and Service Company appears to have been the first of several dealers before the Salisbury Motor Company occupied the building during the 1930s. In 1941, a fire destroyed much of the building, which was later rebuilt and used by grocery businesses for the next

⁴⁰ Fearnbach, 133; "Our History," Modern Automotive, <https://sites.hireology.com/modernautomotive/about.html>; March 12, 2022.

⁴¹ A number of these resources have been demolished in recent years including the A. C. Menius Motor Company at N. Main and E. Liberty streets, Oakes Motor Company at 212-214 E. Fisher Street, Haynes Motor Company at 204 W. Innes Street, and Standard Motor Company, a used car dealer, at 126 E. Fisher Street.

⁴² Laura A. W. Phillips and Langdon Opperman, "Salisbury Historic District (Boundary Amendment and Additional Documentation)" National Register of Historic Places Registration Form, L&L Associates, Winston-Salem, NC, 1999, 4-5.

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several decades. Later remodeled for offices, the building has been recently rehabilitated for apartments.⁴³

Two of the earliest buildings erected specifically as auto dealerships are located at 211 and 215 E. Innes Street. The structure at 215 E. Innes Street was built for M-Y Autos around 1927, which sold Hudson, Essex, and Packard automobiles. The one-story brick commercial building features a three-part façade with two storefronts and a garage bay opening that accessed the service areas at the rear. The relatively plain façade has a flat parapet of rowlock course brick, solid course window openings, and decorative bricks in the upper façade arranged in square, diamonds, and panel borders. In 1935, Crescent Motor Company acquired the building and opened a Pontiac dealership. Owner O. C. Godfrey and general manager Clyde H. Harris, Godfrey's son-in-law, added an auto financing department and sold used cars from the lot on the southeast side of the building. Crescent Motors remained at this location through the 1950s.⁴⁴

The Foil Motor Company occupied the handsome one-story brick building at 211 E. Innes Street, beginning around 1928. Built with concrete floors and a steel roof trusses, the building has a three-part façade with a stepped parapet, name panel in the upper façade, and concrete accents. The two storefronts have large two-pane display windows topped by luxor prism transoms, and the garage entrance in third bay provides access to the service area at the rear. Ernest L. Foil opened a Nash dealership in the mid-1920s only a year or two before erecting this

⁴³ Ibid., 12-13; Samuel Motley, "High-End Apartments To Come To Salisbury's City Center," *The Salisbury Post*, June 23, 2019, <https://www.salisburypost.com/2019/06/23/high-end-apartments-to-come-to-salisburys-city-center/>; accessed March 9, 2022.

⁴⁴ Phillips and Opperman, 20.

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showroom. Foil later became Salisbury's Chrysler dealer and operated here until 1974. After closing Foil Motor Company, three of Foil's associates formed an auto parts business that occupied the building until 1993.⁴⁵

Charles F. and Beulah Raney, owners of the Raney Motor Company, purchased a lot on South Main Street in 1926 for the construction of Chevrolet dealership (DB 189:19). The two-story brick commercial building at 531 S. Main Street has a five-bay façade, which continues for another two bays on the southwest side elevation, with three storefront bays separated by narrow entrance bays. Vertical pilasters defined the corners and entrance bays and contrast with the large window groups on both stories and glass block transom above the storefronts. The southwest side elevation also displays large metal-frame industrial sash windows, a garage bay entrance, and one-story garage wing at the rear. The building continued as a Chevrolet dealership until 1987, when the property was sold to the Rufty family (DB 635:69). The building has since been remodeled and converted for use by a wholesale plumbing supply company.

A wave of new construction immediately followed World War II as dealerships built or expanded showrooms and service centers in Salisbury. McCanless Motor Company enlarged its property by erecting two new buildings on East Liberty Street that were connected to the showroom on Council Street by a paved walkway beneath the elevated Wharton Arcade, which was completed in 1922. McCanless first built a filling station facing Liberty Street but replaced the structure around 1930 with a two-story brick commercial building at 123 E. Liberty Street to serve as the dealership's service department. In 1946, the company built a one-story brick

⁴⁵ Phillips and Opperman, 19.

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service building at 125 E. Liberty Street with large garage doors centered on the front and rear elevations and a monitor roof running down the center of the structure. Upon completion, the neighboring two-story building became the main sales showroom. After the owners retired, the McCanless Motor Company facility on East Liberty Street sat vacant for a number of years before being remodeled and rehabilitated for offices and event space in 2001-2002.⁴⁶

Hedrick Motor Company, a Cadillac and Studebaker dealer, constructed a new complex at 120 N. Church Street around 1946. The facility consists of a two-story front-gable commercial building with a three-bay façade, storefronts and multi-light transoms, and nine-over-nine double-hung second-story windows, as well as a one-story front-gable building with a central garage entrance and flanking storefronts. The Hedrick Motor Company buildings are notable for their exterior finish of irregularly coursed ashlar stone. The rustic quality of the stone exterior seems contrary to the modern image that many automakers sought to convey in the post-war period.

In contrast to Hedrick's stone buildings, the Salisbury Motor Company moved from downtown to new showroom at 700 W. Innes Street around 1947 that better captured the refined modern sensibility of post-war showrooms. The two-story brick building is restrained in plan but features a first-story showroom defined by an aluminum-frame glass curtain wall that wraps around the corner of the building. First- and second-story windows at the front of the building are metal-frame casements, while the windows on the side and rear elevations are large metal-frame industrial sash illuminating the dealer's service department. A glazed-and-

⁴⁶ Phillips and Opperman, 24-25.

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paneled wooden garage door accesses the building on the center of the southeast elevation facing Craige Street. A metal canopy has been added at the rear, and a one-story concrete block body shop stands in the northwest corner of the property. Harold A. Rouzer founded the Salisbury Motor Company in 1919 as a Buick dealership before transferring ownership to Don Clement Sr. The company operated in the central business district through the 1930s before moving a little further out in the 1940s.⁴⁷

The Walker Motor Company, an Oldsmobile dealer, built a large one-story brick commercial building with a distinctive bowstring truss roof at 205 E. Council Street around 1946. A lower, flat-roof showroom with an angled corner projects from the front of the main structure and its curving parapet. The flat parapet of the showroom has a concrete coping punctuated by low peaks accenting small diamond-shaped panels. A one-story three-bay service wing was added to the southeast side of the building in the 1950s, but a filling station located on the adjacent to the northwest no longer stands.⁴⁸ Since 2000, the building has been remodeled and rehabilitated into offices with new reflective glass windows installed throughout.

The City Motor Company Building stands among the post-war dealerships in Salisbury as the most modern and innovative in its design. The commanding two-story facade and projecting octagonal showroom with full height windows served to highlight the longer, wider cars of the 1950s. Horizontal vectors of blue highlighted the painted brick and glass façade, while the pedestrian entrances have glazed single-leaf doors framed by curving glass block walls. The

⁴⁷ Mark Wineka, "Impeccably Honest' Clement Knew How To Sell A Car," *The Salisbury Post*, July 14, 2015, <https://www.salisburypost.com/2015/07/14/impeccably-honest-clement-knew-how-to-sell-a-car/>; accessed March 9, 2022. The Clement family sold the dealership in 2009, and the company now sells and services used cars.

⁴⁸ Phillips and Opperman, 7.

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reception areas feature interior windows that look onto the showroom floor. The original showroom had a 30-foot ceiling and was overlooked by office windows at the mezzanine level. Triple-leaf doors with porthole windows open from the showroom into the capacious service department, which was a large, open area created by steel roof trusses and expansive multi-light steel sash windows for the walls.

The design concepts, structural systems, and materials of the service department wing appear to be heavily influenced by Albert Kahn's design for the Detroit Arsenal Tank Plant in the early 1940s. The United States government contracted with automaker Chrysler to produce armored fighting vehicles for the military in response to Germany's use of tanks in its *Blitzkrieg* offensives. To efficiently manufacture tanks, Chrysler hired Kahn to design a massive structure of steel and glass the length of five city blocks, which was constructed during the winter of 1940-1941 in a suburb of Detroit. The long side elevations of the Tank Plant, in particular, exhibited a low brick base surmounted by bands of steel sash window units rising to the roof eave that bears a striking similarity to the side elevations of the City Motor Company Building, although on a much larger scale. While Kahn had died by the dealership was designed, his work for the automobile industry and innovations in industrial architecture were well known.

The City Motor Company is one of the few surviving facilities in Salisbury that attempted to embrace modern design ideas for its purpose-built automobile dealership in the mid-twentieth century. The Salisbury Motor Company building on West Innes Street retains good integrity but lacks any distinctive massing or features beyond its typically rectangular form and renovation of the Walker Motor Company on East Council Street has removed or obscured

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much of its distinctive character as an auto-related facility. The City Motor Company Building continues to possess many of its character-defining features from the golden age of the automobile industry.

DRAFT

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9. Major Bibliographical References

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Twin-City Sentinel (Winston-Salem, NC)

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Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering Record # _____
- recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other
- Name of repository: _____

Historic Resources Survey Number (if assigned): RW2240

City Motor Company
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10. Geographical Data

Acreage of Property 1.28 acres

Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates (decimal degrees)

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

A. Latitude: _____ Longitude: _____

B. Latitude: _____ Longitude: _____

C. Latitude: _____ Longitude: _____

D. Latitude: _____ Longitude: _____

Or

UTM References

Datum (indicated on USGS map):

NAD 1927 or NAD 1983

- | | | |
|-------------|-----------------|-------------------|
| 1. Zone: 17 | Easting: 547636 | Northing: 3946834 |
| 2. Zone: 17 | Easting: | Northing: |
| 3. Zone: 17 | Easting: | Northing: |
| 4. Zone: 17 | Easting: | Northing: |

Verbal Boundary Description (Describe the boundaries of the property.)

The 1.28-acre boundary of the City Motor Company complex is a portion of current 2.06-acre parcel [Rowan County PIN 5669-05-29-4843] associated with the former automobile dealership. The boundary encompasses the original acreage associated with City Motor Company, consisting of parcels acquired between 1943 and 1955. The boundary is indicated by the heavy dashed line on the enclosed map. Scale approximately 1" = 100'

Boundary Justification (Explain why the boundaries were selected.)

The nominated tract encompasses the acreage historically associated with the City Motor Company, comprising of parcels assembled from 1943 to 1955 for the dealership. The boundary contains all of the functionally related buildings and provides an appropriate

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setting. Additional parcels acquired from 1958 through 1972 on the northeast side of the property were not paved and integrated into the site until after the period of significance. The acquisition and paving of these parcels for parking and inventory storage do not contribute to the significant function and development of the business as a modern mid-century automobile dealership.

11. Form Prepared By

name/title: James Maynard, Lisa Pope, and Clay Griffith
organization: RedClay Design
street & number: 4400 Park Road, Suite 320
city or town: Charlotte state: NC zip code: 28209
e-mail: james@redclaydesign.com; cgriffith.acme@gmail.com
telephone: 980-585-4998
date: March 28, 2022

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

City Motor Company
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Photographs

The following information pertains to each of the photographs:

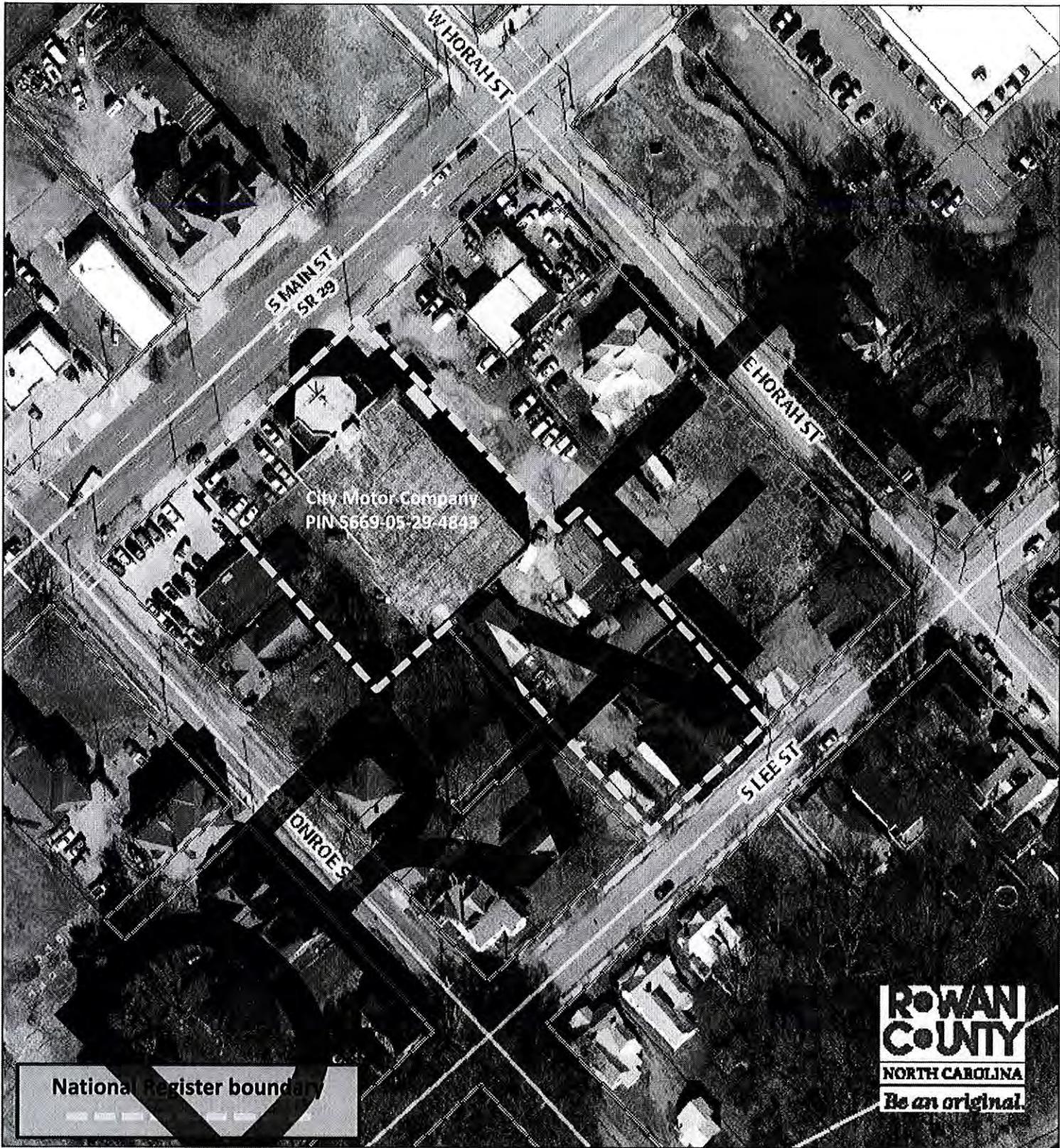
Name of Property: City Motor Company
Location: 419 South Main Street, Salisbury, North Carolina
County: Rowan
Name of Photographer: Clay Griffith / Acme Preservation Services
Date of Photographs: March 8, 2022 (unless otherwise noted)
Location of Digital Master: Historic Preservation Office
North Carolina Division of Archives and History
109 E. Jones Street
Raleigh, North Carolina 27601-2807

Photographs:

1. City Motor Company Building, façade, view to southeast
2. City Motor Company Building, oblique front view to east
3. City Motor Company Building, sales office entrance, view to southeast
4. City Motor Company Building, southwest elevation, view to north
5. City Motor Company Building, northeast elevation, view to south
6. City Motor Company Building and Auto Parts Storage Building, view to southwest
7. City Motor Company Building, showroom, view to southeast into service area
8. City Motor Company Building, showroom, view to southeast
9. City Motor Company Building, service area entrance door, view to northwest
10. City Motor Company Building, service area, view to southeast
11. Auto Parts Storage Building, northwest bay interior, view to north
12. Quonset Hut, interior, view to southwest
13. Body Shop, oblique front view to east
14. Sales Office, oblique view to south

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

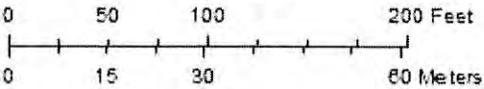


City Motor Company
PIN 5669-05-29-4843



National Register boundary

1:1,200



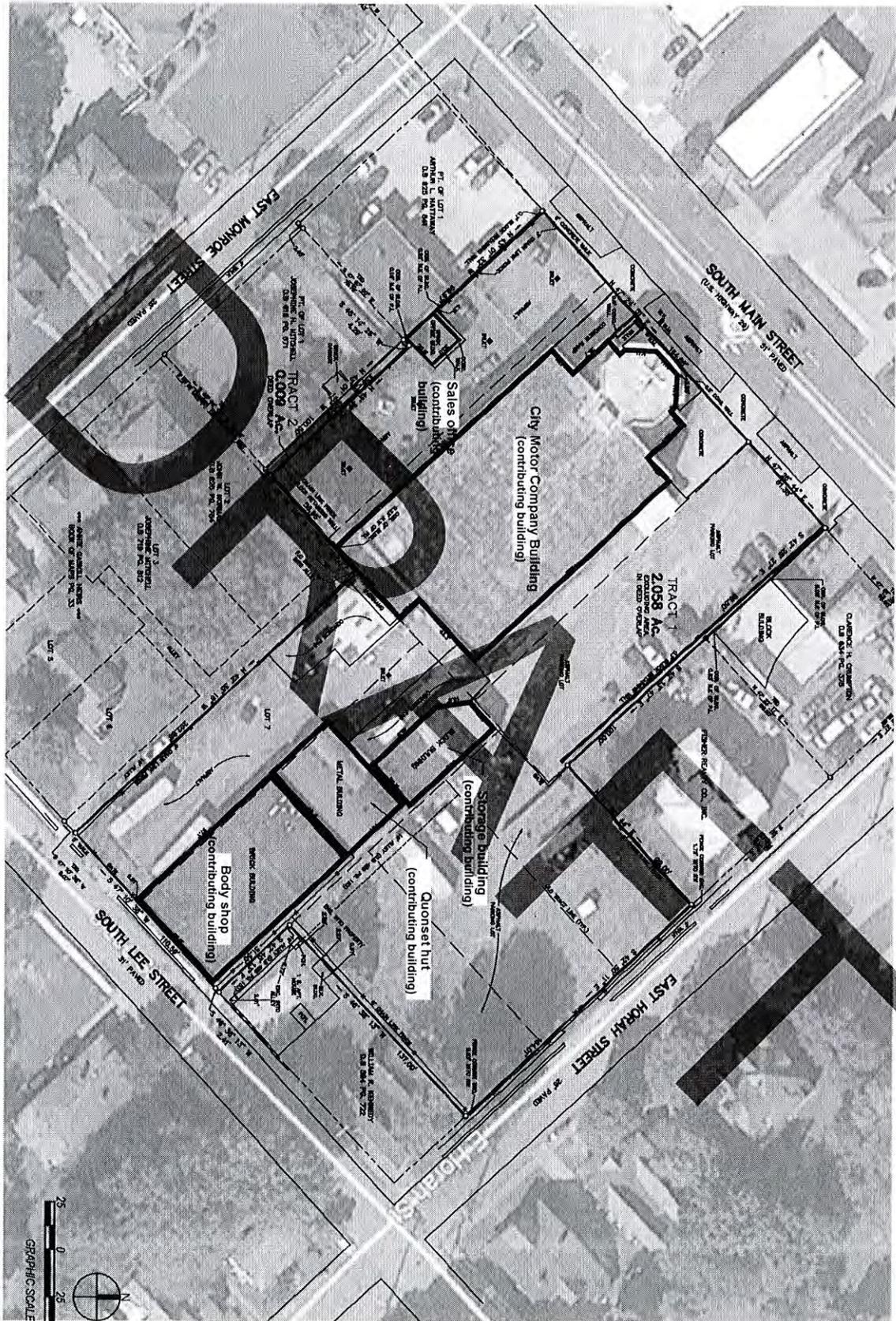
National Register of Historic Places Nomination

City Motor Company
419 South Main Street, Salisbury
Rowan County, North Carolina

National Register Boundary

Base map: Rowan County GIS, aerial imagery 2021
Map created by C. Griffith/Acme Preservation Services, March 2022





TITLE
SITE PLAN

PROJECT
CITY MOTOR COMPANY
 419 SOUTH MAIN STREET
 SALISBURY
 ROWAN COUNTY
 NORTH CAROLINA

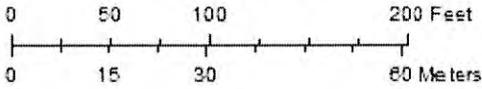
www.RedClayDesign.com
 SITE NUMBER
RW2240
 SHEET
NR-10



Photographs 7-12 are interior views; relative locations for interior views shown on appropriate building footprints



1:1,200



National Register of Historic Places Nomination

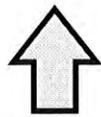
City Motor Company

419 South Main Street, Salisbury
Rowan County, North Carolina

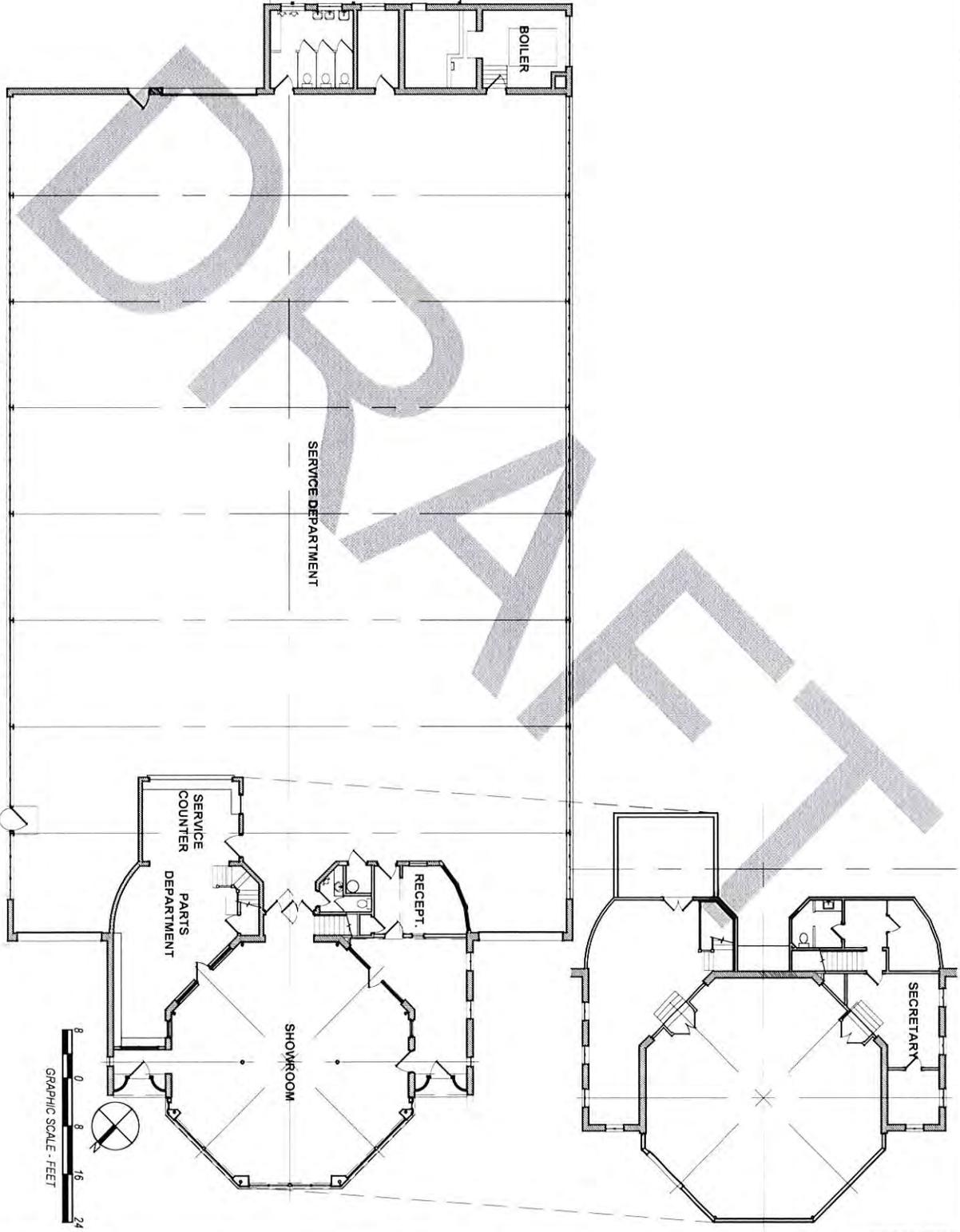
Photo key

Photo number and direction of view 

Base map: Rowan County GIS
Map created by C. Griffith/Acme Preservation Services, March 2022



Sales & Service Building (1946) - Main level



TITLE **FLOOR PLAN**
SALES & SERVICE
MAIN / UPPER LEVEL

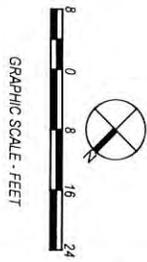
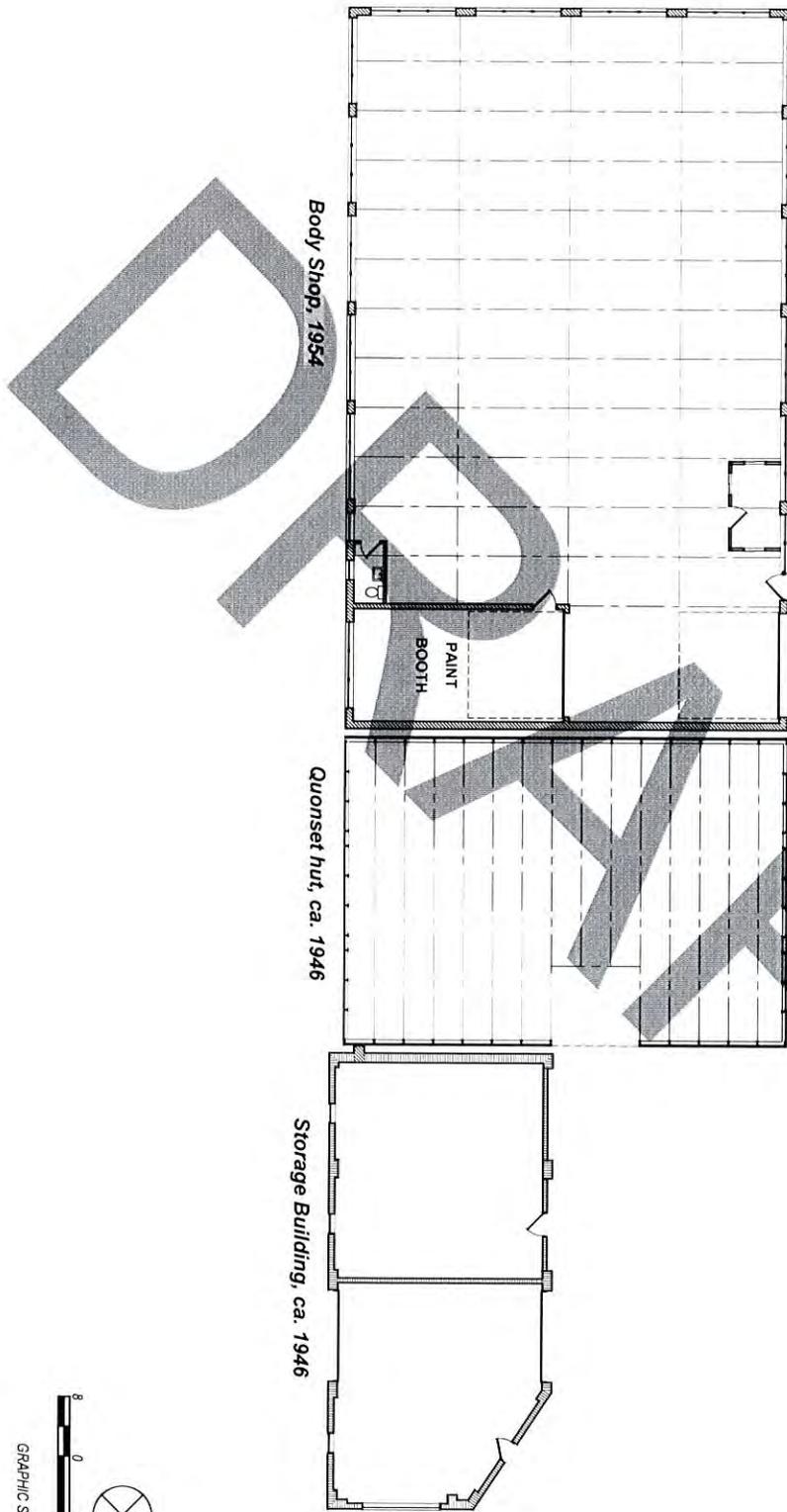
419 SOUTH MAIN STREET

PROJECT
CITY MOTOR COMPANY
SALISBURY ROWAN COUNTY NORTH CAROLINA

SITE NUMBER
RW2240

SHEET
NR-11

www.RedClayDesign.com



TITLE **FLOOR PLANS
BODY SHOP
BUILDINGS**

419 SOUTH MAIN STREET

PROJECT
CITY MOTOR COMPANY

SALISBURY

ROWAN COUNTY

NORTH CAROLINA

SITE NUMBER
RW2240

SHEET
NR-12

www.RedClayDesign.com

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): Kelly Baker

Requested Agenda Item: Council to consider issuing a Request for Proposals for state lobbying services.

Description of Requested Agenda Item: Council has had a successful relationship with a federal lobbyist since 2018, and staff proposes engaging with a firm for state lobbying services. Funds from the Bipartisan Infrastructure Law are expected to be allocated to states for distribution, and the City would benefit from having a firm represent its priorities on the state level. The firm selected will help build relationships with the City's delegation in the General Assembly and key staff in state agencies in order to move the City's priorities forward.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to consider issuing a Request for Proposals for state lobbying services.

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

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

City of Salisbury



Request for Proposals State Lobbying Services RFP #026-2022

Issue Date:

May 18, 2022

Issued By:

**City of Salisbury
132 N. Main Street
Salisbury, NC 28144**

May 18, 2022

Dear Sir or Madam:

The City of Salisbury, North Carolina, is now accepting Proposals for State Lobbying Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”).

Sealed proposals marked **State Lobbying Services** to be furnished to the City of Salisbury (the “City”) will be received by Kelly Baker, Administrative Services Director, 132 North Main Street, Salisbury, NC until **4:00 p.m. Wednesday, June 8, 2022**. The City reserves the right to reject any and all proposals.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Kelly Baker at kbake@salisburync.gov.

One (1) electronic copy of the Proposal on a CD or flash drive in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a Vendor official authorized to make a legal and binding offer must be submitted in a sealed envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Kelly Baker
[Name of Provider Submitting Proposal]
State Lobbying Services
RFP #026-2022

All questions must be directed to Kelly Baker as stated in the instructions. The City is an equal opportunity purchaser.

Sincerely,

Kelly Baker
Administrative Services Director

SECTION ONE: INSTRUCTIONS TO VENDORS

- 1.1. Read, Review and Comply:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendor or elsewhere in this RFP document.
- 1.2. Late Proposals:** Late proposals, regardless of cause, will not be opened or considered and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.
- 1.3 Acceptance and Rejection:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 1.4 Withdrawal of Proposal:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Administrative Services Director.
- 1.5 Conflict of Interest:** Each Vendor shall affirm that no official or employee of the City of Salisbury is directly or indirectly interested in this proposal for any reason of personal gain.
- 1.6 City Rights and Options:** The City, at its sole discretion, reserves the following rights:
- To supplement, amend, substitute, or otherwise modify this RFP at any time.
 - To cancel this RFP with or without the substitution of another RFP.
 - To take any action affecting this RFP, this RFP process, or the services subject to the RFP that would be in the best interests of the City.
 - To issue additional requests for information or clarification from Vendors or to allow corrections of errors or omissions.
 - To require one or more Vendors to supplement, clarify or provide additional information in order for the City to evaluate the responses submitted.
 - To negotiate a contract with a Vendor based on the information provided in response to this RFP.
- 1.7 Public Records:** Any materials submitted in response to this RFP will become “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Vendors must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina Public Records Law to any materials submitted with the proposal.

1.8 Accuracy of RFP and Related Documents: Each Vendor must independently evaluate all information provided by the City. The city makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Vendors may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Vendor identifies potential errors or omissions in this RFP or any related documents, the Vendor should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines that clarification is necessary. Each Vendor requesting an interpretation will be responsible for delivering such requests to the City’s designated representative as directed in RFP Section Three.

1.9 Proposal Binding: Proposals shall be binding for a period of ninety (90) days.

SECTION TWO: GENERAL TERMS AND CONDITIONS.

The terms of the engagement shall be governed by the Services Contract enclosed as an attachment to this RFP. Any terms of the Services Contract objectionable to the Provider shall be identified in the RFP response. The City is willing to consider reasonable revisions to the Services Contract.

SECTION THREE: PROCUREMENT PROCESS

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows:

Event	Date and Time
Issuance of RFP	Wednesday, May 18, 2022
Deadline to submit questions	Friday, May 27, 2022
Answers to questions provided	Tuesday, May 31, 2022
Proposal Due	Wednesday, June 8, 2022

Firms may have questions or need clarification about the terms of the RFP. To accommodate the proposal questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to kbake@salisburync.gov by the date and time specified above. Companies should enter “RFP#026-2022 Questions” as the subject for the email.

Responses will be posted in the form of an addendum to the RFP on the City’s website at <http://salisburync.gov/Government/Financial-and-Business-Services/Bids-and-Purchasing>. No information, instruction, or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

No contact regarding this RFP will be allowed between Vendors or potential Vendors and employees of the City of Salisbury after issuance of the RFP with the exception of the City contact person named on the cover page. Any such contact may disqualify a firm from further consideration. Requests for clarification from Vendors will be allowed provided that such requests are made through the Administrative Services Director in writing.

3.2 Proposal Submittal:

One (1) signed, executed copy and one (1) digital copy of the proposal on a flashdrive in PDF format submitted in a sealed envelope shall be received as shown on the schedule above.

Mailing and Hand Delivery Address:

Kelly Baker
Administrative Services Director
City of Salisbury
132 North Main Street
Salisbury, NC 28144

All proposals should be clearly marked on the outside of the package with the Vendor’s name, Attention: Kelly Baker, and the title, RFP#026-2022 State Lobbying Services. It is the Vendor’s responsibility to ensure proposals are received by the City of Salisbury by the stated day and time. No late proposals will be accepted.

All proposals must be signed by an authorized official of the firm. The Vendor shall insert the required responses and supply all the information, as requested. The prices inserted shall be net and shall be the full cost, including all factors whatsoever.

SECTION FOUR: SCOPE OF STATE LOBBYING SERVICES

The City of Salisbury requires a Vendor to lobby the North Carolina General Assembly on its behalf. The Vendor shall work under the direction of the City Council.

The Vendor will actively and continuously lobby the General Assembly to assist the City in several key areas including, but not limited to, the following:

- Environmental quality with particular interest in the City’s water resources;
- Economic development

- Streets and transportation infrastructure;
- Planning and land use;
- Public safety;
- Public transportation;
- Stormwater;
- Tax policies;
- Telecommunications; and
- Other City Council priorities

The Vendor shall also:

- Maintain liaison with the leadership of the General Assembly;
- Maintain liaison with the City's State Delegation;
- Counsel Mayor and City Council, City Manager and City Manager's Management Team regarding the development and improvement of relationships with the leadership of the General Assembly and State Delegation;
- Review state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other developments for the purpose of advising the City of issues that may have a bearing on the City's policies and programs;
- Identify and aggressively act to obtain funding for the City;
- Develop briefing materials and talking points for meetings and phone calls with state officials;
- Review on a continuing basis all existing and proposed state policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City on these matters. Provide legislative expertise and consulting services;
- Alert the City to potential new opportunities that will further the City's interests and to posing threats that could negatively impact the City's interest;
- Provide monthly updates and quarterly status reports on the Vendor's achievements as they relate to the goals and objectives set forth in the City's legislative program;
- Confer with the City Manager and City Manager's Management Team on preparation and implementation of legislative agendas.

SECTION FIVE: CONTRACT TERM

The term for any contract resulting from the Request for Proposal (RFP) is for one (1) year. The contract may be extended for as many as four (4) additional twelve (12) month periods, for a total of five (5) years, pursuant to a written extension signed by both parties and provided funds are available for contract purposes.

SECTION SIX: PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Vendor's preference, the City requires adherence to the format. The Proposal will be in the format described below:

- A. Cover letter;
- B. Approach to providing lobbying services and accomplishing the required scope of work;
- C. Qualifications including background and experience;
- D. Past and current clients;
- E. Pricing

Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive.

All Proposals must be:

- No greater than five (5) pages, single-sided, single-spaced;
- Printed on 8.5"x11" paper with standard text no smaller than eleven (11) points;
- Unless necessary, all Proposal originals should minimize or eliminate the use of non-recyclable or non-reusable materials such as 3-ring binder, plastic report covers, plastic dividers, and vinyl sleeves.

6.1 Proposal Content:

A. Cover letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, and telephone number of the Vendor along with the name, title, address, email address and telephone number of the executive that has the authority to contract with the City. The cover letter shall present the Vendor's understanding of the Project and a summary of the approach to perform the Services. The Vendor must also identify if it is certified as a Historically Underutilized Business (HUB) through the State of North Carolina. All addenda must be acknowledged in this letter.

B. Approach to providing lobbying services and accomplishing the required scope of work

For each component of the Scope of Work described in Section Four, state how the Vendor plans to provide the best approach to meeting stated goals. Describe the key individuals along with their qualifications, professional certifications, and experience that would comprise the Vendor's team for providing Lobbying Services. Identify any sub-consultants who would be retained to provide services, the percentage of work assigned, and whether or not they are HUB certified. Identify the number of lobbyists to be assigned to the City.

C. Qualifications including background and experience

Provide a brief overview and history of the Vendor, including how many years it has been in business. Describe the Vendor's experience lobbying on behalf of local government issues, particularly those issues listed in the Scope of Services. Describe the Vendor's experience lobbying and/or employment with the NC General Assembly. Describe the Vendor's working relationship with members of both political parties. Indicate if the Vendor's representatives are registered North Carolina Lobbyists. Also, disclose any litigation the Vendor has been involved with during the past three (3) years for Lobbying Services.

D. Past and current clients

Provide a listing of current and past public sector (cities or counties) clients and the general services provided. Identify clients that are similar to the City of Salisbury (e.g.: in size, complexity, location). Provide contact information (i.e.: name, phone number, email address) for those that will serve as a reference.

E. Pricing

Provide a detailed fee of scheduled expenses. Express the administrative fee in a lump sum payable monthly over the course of the year. Expenses not specifically listed will not be considered. All Proposals must include a maximum not-to-exceed amount and separate price for travel and related expenses (if applicable). Vendors shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative. The actual contract amount will be negotiated after the Vendor has been selected and the scope of work finalized.

SECTION SEVEN: EVALUATION CRITERIA

Proposals will be assess to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof.

Proposals will be evaluated on the following major categories:

1. Project Approach/Proposed Solution
2. Qualifications and Experience
3. Cost Effectiveness and Value

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2022

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

Name of Presenter(s): City Council

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

Description of Requested Agenda Item: There are two seats open on the Alternate Methods of Design Commission, one seat on the Historic Preservation Commission, and one seat on the Economic Development Commission. A copy of the worksheet is attached.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to consider making appointments to various boards and commissions. *(Please note if item includes an ordinance, resolution or petition)*

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Salisbury City Council Agenda Item Request Form



Approved

Delayed

Declined

Reason:

Boards and Commissions Worksheet – 2022

Alternate Methods of Design Commission – No Liaison

<u>Current Member</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 2 Members</u>
Alex Bost	3/31/22	No	_____
Chris Bradshaw	3/31/22	No	_____

Applicants:

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

Historic Preservation Commission – No Liaison

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

Applicants:

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

Economic Development Commission – David Post, Council Liaison

<u>Current Members</u>	<u>Term Expires</u>	<u>Eligible for Reappointment</u>	<u>Need 1 Member</u>
Vacant	12/31/23	n/a	_____

Applicants:

Notes:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 5/17/2022

Name of Group(s) or Individual(s) Making Request: Salisbury Police Department/Chief Jerry Stokes

Name of Presenter(s): Mayor Alexander

Requested Agenda Item: Announcement for Peace Officer's Memorial Service on May 19, 2022 that is being sponsored by the Rowan Sheriff's Office. The service will be held on the grounds of the courthouse, 210 N Main St. Salisbury at 11:30 AM.

Description of Requested Agenda Item: Announcement for Peace Officer's Memorial service on 5/19/2022.

Attachments: Yes No

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

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

Contact Information for Group or Individual: Chief Jerry Stokes, SPD 704-638-5333

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved Delayed Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: May 17, 2020

Name of Group(s) or Individual(s) Making Request: Downtown Development Dept. & Downtown Salisbury, Inc., 501c3 partner

Name of Presenter(s): Announcement

Requested Agenda Item: 2022 Wine About Winter

Description of Requested Agenda Item: Downtown Salisbury, Inc. will host the 9th Annual Wine About Winter event on Friday, June 3rd from 5:00 p.m. until 9:00 p.m. Tickets include a tasting map, signature Wine About Winter tasting glass and a carrying bag. Each ticket holder will present their ID at registration, located in the lobby of the Paul E. Fisher Gateway Building (Visitors Center, 204 E. Innes St.) starting at 4pm on June 3rd to ensure everyone is 21 years old or above. Trolleys will provide convenient hop on/off service during the event. For ticket sales and detailed information, please visit www.downtownsalisburync.com or call (704) 637-7814. Tickets are \$24.50 in advance and \$32 the day of.

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: N/A

Contact Information for Group or Individual: Latoya Price 704-638-5238 latoya.price@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature