



City of Salisbury

North Carolina

COUNCIL MEETING AGENDA

February 20, 2024
6:00 p.m.

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

Anyone who wishes to speak via Zoom during public comment must sign-up by 5:00 p.m. on February 20, 2024 by contacting Connie Snyder at csnyd@salisburync.gov. Citizens who wish to speak in person can sign up in Council Chambers.

1. Call to order.
2. Moment of Silence.
3. Pledge of Allegiance.
4. Adoption of Agenda.
5. Council to recognize the Finance Department's Budget Team for receiving the Distinguished Budget Presentation Award from the Government Finance Officers Association for the FY2024 budget and recognize Senior Accountant Crissy McBride on her designation as a Certified Local Government Finance Officer. *(Presenter – Finance Director Wade Furches)*
6. Council to consider the CONSENT AGENDA:
 - (a) Approve Minutes of the regular meeting of February 6, 2024.
 - (b) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$4,000 to appropriate a donation related to the Hall Gym Recreation Program.
 - (c) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$8,500 to appropriate insurance proceeds from an accident claim at Fire Station 4.
 - (d) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$10,050 to appropriate \$10,000 in grant funds from the Blanche and Julian Robertson Foundation for the 2023 BlockWork event and a \$50 donation for the Dixonville Cemetery Memorial.
 - (e) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$18,480 to appropriate revenue for the Public Arts Commission.
 - (f) Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$700,000 to appropriate additional property tax revenue.
 - (g) Approve a right-of-way encroachment for the installation of underground fiber optic cable by AT&T within the rights-of-way of Statesville Boulevard and Holly Avenue per Section 11-24(27) of the City Code and subject to NCDOT approval.

COUNCIL MEETING AGENDA – PAGE 2 – FEBRUARY 20, 2024

- (h) Approve a right-of-way encroachment for the installation of underground fiber optic cable by Conterra within the rights-of-way of West Innes Street, Mahaley Avenue, North Park Drive, Statesville Boulevard, Yost Street, and Summit Avenue per Section 11-24(27) of the City Code and subject to NCDOT approval.
 - (i) Award a contract to Martin Starnes and Associates, CPA's in the amount of \$45,100 for auditing services for the fiscal year ending June 30, 2024.
 - (j) Authorize the City Manager to execute an agreement with Dependable Development, Inc. for the Shay Crossing Phase 4 sewer infrastructure project. The developer will pay the cost of the improvements estimated to total \$77,000.
 - (k) Approve a one-year contract extension on an economic development incentive grant with Trammell Crow Company. The anticipated investment will remain the same and the new completion date will be January 1, 2026.
 - (l) Receive the Certificate of Sufficiency for the voluntary annexation of 58.07 acres located on Woodleaf Road, Tax Map 328 Parcels 050, 066 and 110 and adopt a Resolution setting the date of the public hearing for March 19, 2024.
 - (m) Adopt a Resolution declaring specific equipment as surplus and authorize the sale of a 2015 Freightliner M2 106 garbage truck on Govdeals.com
7. Council to receive public comment. ***Speakers who wish to speak via Zoom must sign-up before 5:00 p.m. by contacting Connie Snyder at csnyd@salisburync.gov.*** Citizens who wish to speak in person can sign-up in Council Chambers. Citizens who are unable to speak during the meeting may submit written comments to the email above and they will be shared with Council.
8. Council to consider adopting an Ordinance amending the Land Development District Map to rezone one parcel, approximately 0.113 acres, located at the intersection of Ludwick Heights Lane and Lincolnton Road from General Residential (GR-6) and Neighborhood Mixed-Use to Neighborhood Mixed-Use: *(Presenter – Senior Planner Victoria Bailiff)*
- (a) Receive a presentation from staff
 - (b) Hold a public
 - (c) Issue a Statement of Consistency and Statement of Reasonableness, and consider adopting an Ordinance rezoning the property.
9. Council to consider the voluntary annexation of 11.0855 acres on Tax Map 407B Parcel 043 located at 285 Peach Orchard Road effective February 20, 2024: *(Presenter – Planning and Neighborhoods Director Hannah Jacobson)*
- (a) Receive a presentation from staff
 - (b) Hold a public
 - (c) Consider adopting an Ordinance annexing Tax Map 407B Parcel 043.

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10. Council to hold a public hearing regarding the use of Community Development Block Grant program funds from the United States Department of Housing and Urban Development: *(Presenters – Planning and Neighborhoods Director Hannah Jacobson and Planner Malikia Cherubala)*
 - (a) Receive a presentation from staff
 - (b) Hold a public hearing.
11. Council to consider authorizing the City Manager to enter into a contract with Shelter Ministries of Rowan County in the amount of \$487,247 to construct 10 units of permanent supportive housing with funds available through the HOME-ARP Program. *(Presenter – Planning and Neighborhoods Director Hannah Jacobson)*
12. Council to consider approving the first reading of Ordinance revisions related to panhandling. *(Presenter – City Attorney Graham Corriher)*
13. Council to receive an update on the Downtown Parking Pilot Program and to consider approving an additional year of the program and additional parking spaces to lease. *(Presenter – Downtown Development Director Sada Troutman)*
14. Council to receive a presentation regarding the status of 219 East Innes Street and the pink granite material. *(Presenter – Planning and Neighborhoods Director Hannah Jacobson)*
15. Council to receive an update on the RoCo Alerts Notification System. *(Presenter – Communications Director Linda McElroy)*
16. City Attorney’s Report.
17. City Manager’s Report.
 - (a) Council to receive un update on Microtransit.
18. Council’s Comments.
19. Mayor Pro Tem’s Comments.
20. Mayor’s Announcements and Comments.
 - (a) The Community Appearance Commission invites Salisbury neighborhoods to apply for a Neighborhood Beautification Grant. Selected neighborhood will receive funding to support implementing a neighborhood improvement project. The maximum award is \$2,500. There is no fee to apply and grant applications will be accepted through Friday, March 1, 2024. For additional information please call (704) 638-5235.
 - (b) The Salisbury Youth Council will partner with the Police Department to host a Cultivating Community Conversation for local youth on Tuesday, February 27th at 5:00 p.m. at City Park Recreation Center. Local businesses are invited to attend a second Cultivating Community Conversation Thursday, February 28th at 8:30 a.m. at the Salisbury Police Department. For additional information please call (704) 638-5218.
21. Adjourn.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Finance Director Wade Furches

Requested Agenda Item:

1. Council to recognize the Finance Department's Budget Team for receiving the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the FY24 budget.
2. Council to recognize Crissy McBride, Senior Accountant, on her designation as a North Carolina Local Government Finance Officer.

Description of Requested Agenda Item:

1. The City's budget staff has received the Distinguished Budget Presentation Award from the GFOA for the 32nd consecutive year. The City Budget document received a grade of Proficient or Outstanding on all 18 grading criteria from all 3 reviewers. This award is the highest form of recognition in governmental budgeting. We would like to honor Budget Manager Tracey Keyes, Finance Manager Mark Drye, and Budget Analyst Kaley Sink for the receipt of this award.
2. The North Carolina Government Finance Officers Association sponsors the NC Finance Officers Certification Program. Certification is achieved through a combination of professional experience, continuing education requirements, and successful completion of four examinations in the public finance field: Governmental Accounting, Financial Planning and Budgeting, Cash Management and Investments, and Financial Management. Crissy McBride, Senior Accountant, has successfully completed all 4 of these examinations and will be receiving her Certified Local Governmental Finance Officer designation next week at the NCGFOA Spring Conference. She becomes the third City Finance employee to receive this designation.

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:

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

Salisbury City Council Agenda Item Request Form



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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

S. Wade Funches

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, North Carolina
February 6, 2024

REGULAR MEETING

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

ABSENT: None.

Salisbury City Council met in Council Chambers in City Hall located at 217 South Main Street. The meeting was called to order by Mayor Alexander at 4:00 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 Post made a **motion** to adopt the Agenda as presented. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

RECOGNITION – POLICE DEPARTMENT PROMOTIONS

Police Chief Patrick Smith addressed Council regarding recent promotions within the Police Department. The following people were promoted from Sergeant to Lieutenant: Jennifer Moreau, Brandon Casper and Jeremy Hill; and from Lieutenant to Major Justin Crews and Corey Brooks.

Chief Smith presented an award to Major Brooks from the FBI Academy recognizing his heroic actions when he pulled a truck driver to safety.

Council congratulated Police Department staff on their recent promotions and thanked them for all they do for the City.

PROCLAMATIONS

Mayor to proclaim the following observances:

AFRICAN AMERICAN HISTORY MONTH
HUMAN RELATIONS MONTH

February 2024
February 2024

CONSENT AGENDA

(a) Minutes

Approve Minutes of the special and regular meetings of January 16, 2024 and the special meeting of January 30, 2024.

(b) Budget Ordinance Amendment – Parks and Recreation Donation

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$2,000 to appropriate a donation to help with expenses related to the Bell Tower Green Christmas Tree.

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

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 16, and is known as Ordinance 2024-05.)

(c) Budget Ordinance Amendment – Police Department

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of \$25,000 to appropriate grant funds from the North Carolina Governor’s Highway Safety Program for traffic safety efforts.

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

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 17, and is known as Ordinance 2024-06.)

(d) Budget Ordinance Amendment – Police Department

Adopt a budget Ordinance amendment to the FY2023-2024 budget in the amount of 51,500 to appropriate grant funds from Rowan County United Way for an opioid response initiative.

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

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 18, and is known as Ordinance 2024-07.)

(e) Right-of-Way Encroachment – AT&T

Approve a right-of-way encroachment for the installation of underground fiber optic cable by AT&T within the right-of-way of West Henderson Street at North Jackson Street per Section 11-24(27) of the City Code.

(f) Right-of-Way Encroachment – Spectrum

Approve a right-of-way encroachment for the installation of underground facilities by Spectrum within the rights-of-way of Troon Drive, Wilson Lane, Collins Court, and Langston Avenue per Section 11-24(27) of the City Code.

(g) Amendment to Easement Agreement

Authorize the City Manager to execute Amendment No. 1 in the amount of \$12,000 to an Easement Agreement with the property owner adjacent to Fire Station 3.

(h) Resolutions

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

RESOLUTION ESTABLISHING RULES OF PROCEDURE FOR PUBLIC COMMENT PERIODS.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No.7, and is known as Resolution 2024-06.)

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

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No.8, and is known as Resolution 2024-07.)

(i) Parking Restriction – West Bank Street

Adopt an Ordinance amending Chapter 13, Article X, Section 13-338 of the City Code for the addition of a parking restriction on the north side of the 400 block of East Bank Street.

ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY OF SALISBURY, RELATIONG TO PARKING.

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 19, and is known as Ordinance 2024-08.)

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

PUBLIC COMMENT

Mayor Alexander opened the floor to receive public comments.

Mr. Acey Wothy addressed Council regarding the displacement of a historical building at 201 East Innes Street. He noted the Bogle Firm requested the City’s permission to relocate the building to a lot on Innes Street where it sits as a pile of granite stone behind a chain link fence.

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

PANHANDLING

City Attorney Graham Corriher addressed Council regarding revisions to the ordinances related to panhandling, and he noted the City’s prior Ordinance was repealed. He added citizens have complained about panhandling which raises public safety concerns.

Mr. Corriher stated panhandling is legal and protected under the Constitution as a form of free speech, however governments can regulate speech by adopting and enforcing reasonable time, place, and manner restrictions. He explained restrictions must be content-neutral, serve a significant governmental interest, and leave alternative ways to communicate openly. He noted the proposed Ordinance would allow panhandling while imposing regulations related to:

- Time – cannot panhandle after dark
- Place – cannot panhandle in areas where there are reasonable safety or privacy concerns or in areas where there are reasonable public safety concerns like high-traffic roads
- Manner – cannot aggressively panhandle

Mr. Corriher stated under the time regulation, panhandling would be prohibited everywhere after dark, meaning the time between one-half hour after sunset and one-half hour before sunrise which is determined by the United States Naval Observatory. He explained manner regulations defined in the Ordinance as aggressive public solicitation, begging or panhandling is prohibited and means panhandling plus conduct:

- Causing fear of bodily harm
- Touching without consent
- Using obscene or abusive language
- Continuing after person says no
- Blocking someone's way
- Other conduct that a reasonable person would regard as threatening or intimidating

Mr. Corriher stated place regulations prohibit panhandling in the following areas:

- Within twenty feet of an ATM or bank
- Within ten feet of:
 - Bus stop, transit facility or transit vehicle
 - Sidewalk café during operating hours
 - A person waiting in line to enter any building
 - A nursery, daycare, or school
- Any other location which could give a reasonable person a reasonable, fear for personal security or privacy

Mr. Corriher stated place regulations also include unlawful activity in or near high-traffic or high-collision roads:

- Only applies on or near, within 100 feet, of high-traffic or high collision roads
 - High traffic means greater than 10,000 cars per day according to the North Carolina Department of Transportation (NCDOT) map
 - High collision means top 10 intersections for collisions
 - All but two are also high traffic

Mr. Corriher displayed a map of high-traffic and high-collision roads. Police Chief Patrick Smith explained staff identified the top 10 high-traffic and high-collision intersections in the City, and eight were selected as the most dangerous regarding traffic crashes and pedestrians struck. He stated that after identifying the top eight intersections, the Police Department looked to see if panhandling occurred. Mayor Alexander asked for clarification on the high-traffic areas. Mr. Corriher noted the high-traffic areas include Statesville Boulevard, Brenner Avenue, Mooresville Road, Jake Alexander Boulevard, Julian Road, Main Street and Innes Street.

Mayor Alexander asked if signage that restricts panhandling will be placed in the high-traffic areas. Chief Smith indicated high-traffic areas would be ideal for signage to educate motorists. Mr. Corriher noted that Ordinance restrictions would be placed in the identified high-traffic areas. He explained citizens are prohibited from standing on a median on any identified high-traffic road. He stated citizens are also prohibited from standing within 100 feet of the road.

He explained place Ordinance regulations prohibits anyone from standing on a median for any reason except when actively crossing the road and prohibits exchanging or attempting to exchange anything with an occupant of a vehicle.

Mr. Corriher reviewed proposed changes to Chapter 22 Section 5 of the City Code which prohibits blocking a street or sidewalk. Mr. Corriher noted the Ordinance removed references to prohibition of “congregating” and “loitering” on sidewalks because constitutional issues. He noted the Ordinance defines “blocking” as interfering with clearance required by ADA guidelines.

Councilmember Post asked if other municipalities enforce the 10-foot rule regarding panhandling place regulations. Mr. Corriher noted the 10-foot rule is standard across municipalities.

Councilmember Smith thanked Mr. Corriher his work to revise the Ordinance.

Chief Smith addressed Council regarding the enforcement of the Ordinance:

- First offense – a written warning with no fee or court appearance
- Second offense – state citation with no arrest but an actual criminal charge
- Third offense – arrested and taken before magistrate

Chief Smith explained if a homeless person who is panhandling receives a written warning, the City’s Homeless Liaison will reach out to see if the Police Department can provide resources.

Mr. Corriher reviewed non-regulatory signage the City could implement that would educate and notify the public that it is okay to say no to panhandling. He explained the signage would not be related to the Ordinance. He stated the signs would be placed around the City especially in high-traffic areas and would be available for the private sector to purchase at a cost of \$60 for a sign and \$45 for a sign post.

Mayor Alexander asked if private property owners can enforce trespassing laws for panhandling on their property. Mr. Corriher noted private property owners can place regulations on their property. He stated private property owners can work with the Police Department to create Trespassing Agreements.

Chief Smith indicated the Police Department recommends placing the educational signs near the eight major intersections due public safety concerns. He noted staff would like to purchase 50 signs, and he pointed out installing the signage in high-traffic areas would require 32 signs and the additional signs would be available to the private sector for purchase.

Mayor Alexander asked if Council has to adopt the Ordinance before staff can place the educational signs around the City. Mr. Corriher clarified the signs are not related to the Ordinance. Mr. Greene noted the signage fees can be brought to Council for approval. He added with Council’s permission staff could move forward with installing the signs in the public rights-of-way. Mr. Greene noted the estimated total cost would be around \$5,000.

Mr. Corriher explained the next steps in adopting the Ordinance revisions, and he noted since it includes criminal enforcement the request must be brought to Council over two consecutive meetings. By consensus, Council agreed to bring the ordinance request back to its February 20, 2024 meeting.

Councilmember Post stated panhandling takes place at the intersection of I-85 and Innes Street, and he asked if the signage could be placed on both sides of the intersection. Chief Smith stated NCDOT has no trespassing signs in the area and the Police Department can enforce those regulations.

EQUIPMENT PURCHASE

City Manager Jim Greene thanked staff for working together to find needed equipment, and he noted the first request would use General Fund Balance and the second request would use Salisbury-Rowan Utilities (SRU) Fund Balance.

Transportation Director Wendy Brindle noted the Transportation Department is responsible for the maintenance of 91 signalized intersections, 142 street and parking lot lights in the downtown area, the installation of various flags and banners, and also maintains the festoon lighting on Fisher Street. She indicated there is often a need for an aerial lift, and staff works with a 2010 and a 2017 model bucket trucks. She indicated in recent years both trucks have required numerous repairs, and she pointed out a bucket truck was rented to replace the mast arm on Innes and Church Streets. She commented the 2017 bucket truck has been out of service for about a month and a F-550 truck with an Altec aerial lift and amenities including a jib, a material lift, and four-wheel drive has been located for purchase. She indicated the truck can be delivered by July 2024 if Council approves the purchase. She explained the 2010 bucket truck would roll out of stock and the 2017 truck will be kept as a backup.

Utilities Director Jim Behmer pointed out SRU needs a new sewer vacuum truck and jetter, and he explained the current piece of equipment needs extensive repairs and should be taken out of service. He pointed out both SRU and the Stormwater Department can use the truck, SRU can use it to vacuum out wet wells and jet sewers and Stormwater can use for cleaning out stormwater culverts.

Thereupon, Councilmember Smith made a **motion** to authorize the City Manager to approve the purchase of an Altec model AT41M articulation aerial device mounted on a 2024 Ford F-550 chassis in the amount of \$195,978 using General Fund Balance and the purchase of a combination sewer cleaning truck for Salisbury-Rowan Utilities at a total cost not to exceed \$524,130. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

Thereupon, Councilmember Smith made a **motion** to adopt an Ordinance amending the 2023-2024 Budget Ordinance of the City of Salisbury, North Carolina in the amount of \$524,130 to appropriate Salisbury-Rowan Utilities Fund Balance to purchase a new sewer vacuum truck.

Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA IN THE AMOUNT OF \$524,130 TO APPROPRIATE FUND BALANCE TO PURCHASE A NEW SEWER VACUUM TRUCK.

(The above Ordinance is recorded in full in Ordinance Book No. 32 at Page No. 20, and is known as Ordinance 2024-09.)

MAIN STREET PROJECT DESIGN

Transportation Director Wendy Brindle stated the City received a grant for the construction of the Main Street Improvement Project. She explained the design is being paid for by the City and decisions are needed regarding elements such as street lighting and mast arms. She presented a map of the lights that are owned by the City and those leased from Duke Energy along the corridor of Kerr Street and Horah Street. She pointed out there are 68 lights and 142 street/parking lot lights within the project limits that the City maintains along with the festoon lighting on Fisher Street. She explained the options of leasing lighting from Duke Energy or having City owned lighting:

- Leased lighting from Duke Energy
 - 15 fixture styles with seven pole choices to choose from
 - Initial cost estimated to be \$386,940 and does not include amenities such as flag or banner holders
 - Estimated monthly fee of \$2,480.68 in perpetuity
 - Duke Energy maintenance
- City-owned lighting:
 - Hundreds of options to choose from
 - Initial cost estimated to be \$399,880 for similar lights
 - Estimated monthly power cost average \$2,167.50
 - City maintenance

Ms. Brindle commented the electric system duct bank would need to be replaced and the consultant advised costs for the upgrade would be 20% higher if Duke Energy completed the work. She added the electric system would create an electric network behind the meter that could be used for other functions. She noted City maintenance would produce faster repair response times and staff would maintain a stock of the specific lights to be replaced. She indicated one additional employee would be needed at a cost of approximately \$65,000 including salary and benefits.

Ms. Brindle indicated smart technology would be an option with a City-owned system for the street lights and add-ons. She noted the smart system has not been priced because the consultant needs to know who will own the lighting. She asked Council to consider authorizing staff to proceed with a design to include City-owned lighting and mast arms for the Main Street Project so the consultant knows how to proceed.

Mayor Pro Tem Sheffield noted City owned lighting would be great for downtown, and she pointed out staff would have more control over the maintenance for better response time.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to authorize staff to proceed with a design for the Main Street Project to include City-owned lighting and mast arms. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

CONTRACT – CENTRAL CAROLINA UNDERGROUND, INC.

Salisbury-Rowan Utilities (SRU) Director Jim Behmer explained the intent of the proposed contract with Central Carolina Underground, Inc. is to hire a licensed utility contractor to provide a qualified four-person crew. He stated the crew would use City-owned equipment, supplies and materials to perform tasks typically completed by staff including the installation of water and sewer taps, repairs and to provide emergency responses.

Mr. Behmer noted SRU has experienced high vacancy rates in its distribution and collection systems for the past two years including six current vacancies. He noted to bridge the gap, a Request for Proposal (RFP) was sent out and two qualified bids received. He requested Council consider awarding the contract for the remainder of the fiscal year to Central Carolina Underground, Inc. to assist the department until it becomes fully staffed.

Councilmember Post asked if the funds would come from the SRU budget. Mr. Behmer agreed, and he noted the funds would be covered through vacancies and additional funding.

Thereupon, Mayor Pro Tem Sheffield made a **motion** to award a contract to Central Carolina Underground, Inc. in an amount not to exceed \$250,000 for utility construction crew support services for Salisbury-Rowan Utilities. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

CITY ATTORNEY'S REPORT

City Attorney Graham Corriher addressed Council regarding a proposed revision to the City Manager's contracting authority Resolution to increase the limit from \$100,000 to \$1 million in emergency situations as described in the Resolution and to include purchasing equipment. He explained unless a seller accepts a letter of intent to purchase, the seller would keep the item open which could cause the City to lose the item and have to pay substantially more for another item. He added there is an obligation for Council to be informed of the purchase.

Councilmember Post asked if the Resolution increases the limit due to the availability of purchasing apparatus, supplies, materials or equipment. Mr. Corriher agreed, and he said it is not for any contract, but this would be for level of urgency or time constraints that come with the purchase of equipment. Mr. Post asked if there needs to be a cosigner on the contract. Mr. Corriher

noted a co-signer is not required., and he explained the purchase must be pre-audited by the Finance Department.

Councilmember McLaughlin asked if Mayor Alexander of Council could be notified before the contract is signed. Mr. Corriher noted that can be added to the Resolution. Councilmember Post pointed out the Resolution will allow staff to act quickly to reserve equipment. Mr. Corriher agreed, and he indicated if a letter of intent will not work a signed contract is needed to hold equipment proposed for purchase.

City Manager Jim Greene noted his intent is to put the items on the Agenda for Council's approval and this authority would be rarely used. He reminded Council of the fire truck the City did not get to purchase, and he explained Council asked how the loss could be prevented.

Mayor Alexander commented she likes the idea of notifying all of Council. Mr. Greene stated he will notify Council if the need arises, and he thanked Council for its feedback. Mr. Corriher noted he will amend the Resolution to include prior notice to Council.

Thereupon, Councilmember Post made a **motion** to adopt a Resolution regarding City Manager contracting authority subject to notifications to City Council prior to purchase. Mayor Alexander, Mayor Pro Tem Sheffield, and Councilmembers McLaughlin, Post and Smith voted AYE. (5-0)

RESOLUTION REGARDING CITY MANAGER CONTRACTING AUTHORITY.

(The above Resolution is recorded in full in Resolution Book No. 17 at Page No.9, and is known as Resolution 2024-08.)

CITY MANAGER'S COMMENTS

City Manager Jim Greene stated the update on Microtransit by Deputy City Manager Richard White will be postponed. He noted public comment there were questions regarding a pink granite building that was removed. He added staff will provide an update to Council at its next meeting.

COUNCIL COMMENTS

Council had no further comments.

MAYOR PRO TEM'S COMMENTS

Mayor Pro Tem Sheffield congratulated Officer Jacob Easler who was awarded the Salisbury Rotary Veterans Police Officer award last week. She thanked him for his hard work. Police Chief Patrick Smith noted Young Officer of the Year was awarded to Officer Azende King.

MAYOR'S ANNOUNCEMENTS AND COMMENTS

(a) **Neighborhood Beautification Grant**

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

ADJOURNMENT

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

The meeting was adjourned at 5:57 p.m.

Karen Alexander, Mayor

Connie B. Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Richard White

Requested Agenda Item: Adopt a Budget ORDINANCE Amendment Appropriating a Parks & Recreation donation/sponsorship to the FY2023-2024 budget for \$4000.00 to help with expenses related to the Hall Gym Recreation Programs.

Description of Requested Agenda Item. The City has received a donation/sponsorship of \$4000.00 for expenses related to the Hall Gym Recreation Programs. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

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

Action Requested of Council for Agenda Item: Adopt a Budget Ordinance amending the FY2023-2024 Budget in the General Fund of \$4000.00 for additional revenue. *(Please note if the item includes an ordinance, resolution, or petition)*

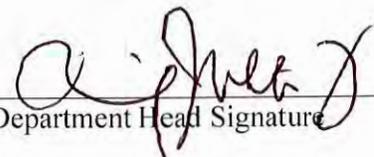
Contact Information for Group or Individual: Richard White 704-216-7355.

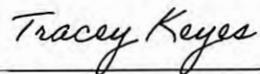
Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature


Budget Manager Signature

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

For Use in Clerk's Office Only

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

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

Section 1. The City has received a sponsorship/donation in the amount of \$4,000.00 for expenses related to the Hall Gym Recreation Programs. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

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

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

- | | | |
|-----|---|--------------------|
| (1) | Increase line item 010-621-606-5131.05 Hall Gym Recreation Programs | <u>\$ 4,000.00</u> |
| (2) | Increase line item 010-000-000-4515.04 Recreation Grants and Donations | <u>\$ 4,000.00</u> |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff Requested

Council Meeting Date: February 20, 2024

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

Name of Presenter(s): R. Parnell, Chief, Fire Department

Requested Agenda Item: Appropriation of \$8,500. Insurance Claim Proceeds

Description of Requested Agenda Item: Insurance claim for accident involving Fire Station 4 bay door and associated repairs. Insurance proceeds \$8,500.00 to reimburse for repairs made.

Attachments: Ordinance Amending the 2023-24 Budget Ordinance of the City of Salisbury, NC, to appropriate insurance claim proceeds.

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

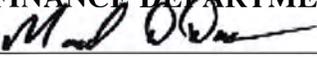
Action Requested of Council for Agenda Item: Adopt a Budget Ordinance Amendment to the FY2023-2024 budget in the amount of \$8,500 to appropriate insurance proceeds from an accident claim at Fire Station 4.

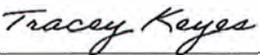
Contact Information for Group or Individual: R. A. Parnell, Fire Chief

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Budget Manager Signature



Department Head Signature

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

For Use in Clerk's Office Only

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE INSURANCE CLAIM PROCEEDS FOR FIRE STATION 4

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

Section 1. Appropriate insurance claim proceeds received for Fire Station 4 bay door repairs.

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

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

- | | | |
|-----|--|----------|
| (1) | Increase line item 010-4830.00 Insurance Claim Proceeds | \$ 8,500 |
| (2) | Increase line item 10531354-5251001 Buildings & Grounds | \$ 8,500 |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

Name of Group(s) or Individual(s) Making Request: Community Appearance Commission – BlockWork and Dixonville-Lincoln Memorial Task Force

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

Requested Agenda Item: Council to consider adopting a Budget Ordinance Amendment to the FY 2023-2024 budget in the amount of \$10,050 to appropriate revenue for the BlockWork Neighborhood Improvement Project and Dixonville-Lincoln Memorial Project

Description of Requested Agenda Item: The Community Appearance Commission has received \$10,000 from the Blanche and Julian Robertson Family Foundation for the 2023 BlockWork event on the 200 and 300 blocks of Lloyd Street. Funding was received in the form of a grant to complete remaining tasks.

The Dixonville-Lincoln Memorial Task Force received a \$50 private donation to go toward future expenses at the Dixonville Cemetery Memorial.

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)*

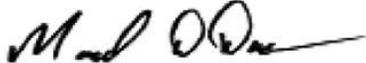
Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)*
Council to adopt a budget ordinance amendment to FY 2023-2024 budget to appropriate \$10,000 to BlockWork and \$50 for Dixonville-Lincoln Memorial.

Contact Information for Group or Individual: Alyssa Nelson, 704.638.5235, anel@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature

Salisbury City Council Agenda Item Request Form



Tracey Keyes

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE DONATIONS

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

Section 1. Appropriate General Fund donations for BlockWork projects and Dixonville-Lincoln Memorial.

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

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

- | | | |
|-----|--|-----------|
| (1) | Increase line item 010-482110 General Fund Donations | \$ 10,050 |
| (2) | Increase line item 10491000-545041 BlockWork | \$ 10,000 |
| (3) | Increase line item 10563000-525102 Maintenance – Old Cemeteries | 50 |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

Requested Agenda Item:

Council to consider adopting a Budget Ordinance Amendment to the FY 2023-2024 budget in the amount of \$18,480 to appropriate revenue for the Public Arts Commission.

Description of Requested Agenda Item:

The Salisbury Public Arts Commission has received a total of \$18,480 from grants and artist application fees, including \$12,000 from the Rowan Arts Council and \$6,000 from the Salisbury-Rowan Community Foundation.

Attachments: Yes No

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

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

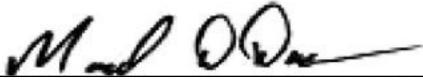
Adopt a budget ordinance amendment to FY 2023-2024 budget to appropriate \$18,480 for the Public Arts Commission.

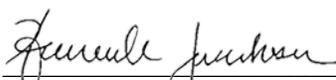
Contact Information for Group or Individual: Alyssa Nelson, 704.638.5235, anel@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:


Finance Manager Signature


Department Head Signature


Budget Manager Signature

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

AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE REVENUE FOR THE PUBLIC ARTS COMMISSION

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

Section 1. Appropriate revenue from grants and artist application fees for The Salisbury Public Arts Commission.

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

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

- | | | |
|-----|---|-----------|
| (1) | Increase line item 010-482120 Public Art Donations and Fees | \$ 18,480 |
| (2) | Increase line item 10491000-545040 Public Art/Sculpture Show | \$ 18,480 |

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Finance Manager Mark Drye

Requested Agenda Item: Council consider adopting a Budget ORDINANCE Amendment to the FY2023-2024 budget to appropriate additional property tax revenues in the amount of \$700,000.

Description of Requested Agenda Item: At the City Council retreat, we discussed that the City would be receiving property tax revenues in excess of budget, and discussed that staff would bring to City Council a list of General Fund and Transit Fund projects that the City could accomplish by appropriating these extra revenues. During the FY24 budget process, several requested projects were cut from the final budget. Therefore, staff is recommending to use this extra revenue to fund several or projects that were previously cut from the budget and some items that have come up during the fiscal year. We have attached a budget ordinance for Council approval and a list of the projects that these funds will cover.

Attachments: Yes No

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

The City Finance Department has monitored property tax revenue trends for the past several months. Based on those trends and reports from the Rowan County Tax office, staff believes the above recommendation is a sound financial decision.

Action Requested of Council for Agenda Item: Adopt Budget ORDINANCE Amendment to appropriate additional property tax revenue in the amount of \$700,000 to fund projects and equipment attached for the General and Transit Funds.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Tracey Keyes

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

Requests for extra revenue funding

| Project | Department | Recommended Funding |
|--|----------------------|------------------------|
| Parking lot resurfacing | Public Works | \$ 215,000 |
| Greenway repaving | Grounds Maintenance | 65,000 |
| New doors and windows | Grounds Maintenance | 55,000 |
| Telecom projects | Fire Department | 42,000 |
| Generator monitoring system | Fleet Maintenance | 33,000 |
| Solid waste cans and education stickers | Solid Waste | 28,000 |
| Training (new request) | Police Department | 20,000 |
| 15 vehicular detection loops (new request) | Transportation | 20,000 |
| 4 Rollup door replacements | Streets | 20,000 |
| Sliding gate | Streets | 20,000 |
| 2 Bay Doors at Station 1 | Fire Department | 19,000 |
| Contract for street line on Fulton and Brenner/JAB intersection (new request) | Transportation | 18,000 |
| Brine mixer | Public Works | 17,500 |
| Fence around FS4, window tinting (new request) | Fire Department | 17,000 |
| Replacements of tools | Fleet Maintenance | 16,000 |
| 4 Radar and Speed Signs (new request) | Police Department | 15,000 |
| Cameras at Pool (new request) | Parks and Recreation | 15,000 |
| Barricades and trailer | Transportation | 14,000 |
| Ramp for Orion buses | Transit | 10,000 |
| Scan access for CID, power supplies for MDTs | Police Department | 11,000 |
| Knox Boxes | Fire Department | 8,000 |
| Expendable hand tools | Transit | 8,000 |
| Swing arm | Fleet Maintenance | 5,500 |
| 5-ton floor jack | Transit | 4,000 |
| Plasma cutter (new request) | Transit | 4,000 |
| | | <u>\$ 700,000</u> |

AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE ADDITIONAL PROPERTY TAX REVENUES

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

Section 1. The City Finance Department anticipates that it will receive property tax revenues in excess of the original budget. This additional revenues need to be property appropriated.

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

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

| | | |
|-----|---|-------------------|
| (1) | Increase line item 010-4111.06 Current Year Property Taxes | <u>\$ 700,000</u> |
| (2) | Increase line item 10514000-529400 Police Training | \$ 20,000 |
| | Increase line item 10514000-545000 Police Special Projects | 26,000 |
| | Increase line item 10531000-545000 Fire Special Projects | 8,000 |
| | Increase line item 10531351-525101 Buildings and Grounds | 19,000 |
| | Increase line item 10531534-525101 Buildings and Grounds | 17,000 |
| | Increase line item 10550000-545000 Telecomm Special Projects | 42,000 |
| | Increase line item 10553000-598035 Transfer to Transit Fund | 26,000 |
| | Increase line item 10555000-545000 Transportation Special Projects | 52,000 |
| | Increase line item 10561000-545000 Street Special Projects | 255,000 |
| | Increase line item 10561000-571000 Street Capital Outlay | 17,500 |
| | Increase line item 10581000-545000 Solid Waste Special Projects | 28,000 |

| | |
|---|-------------------|
| Increase line item 10590000-545000 Grounds Maintenance Special Projects | 120,000 |
| Increase in line item 10621607-571000 Fred Evans Pool Capital Outlay | 15,000 |
| Increase line item 10661000-545000 Fleet Maintenance Special Projects | 33,000 |
| Increase line item 10661000-574200 Fleet Capital Outlay Garage Equipment | <u>21,500</u> |
| | <u>\$ 700,000</u> |

Section 3. Increase line item 035-498010
Transfer from General Fund \$ 26,000

Section 4. Increase line item 35653000-571000
Transit Capital Outlay \$ 26,000

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

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

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

Requested Agenda Item: Request from AT&T for an Encroachment on Statesville Boulevard and Holly Avenue

Description of Requested Agenda Item: AT&T requests approval of installation of 870 lf of fiber optic cable by dry bore method on Statesville Boulevard and Holly Avenue as indicated on the attached plan. The project also crosses a 36" DIP waterline, and will require that SRU is on-site to observe all excavation near existing utilities. AT&T has received the encroachment agreement from NCDOT for Statesville Blvd, and City Council approval of encroachments within the City is required by Section 11-24 (27) of the City Code.

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

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

Attachments: Yes No

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

There is no budgetary impact on this item.

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

Salisbury City Council Agenda Item Request Form



City Council to consider approval of a right-of-way encroachment for installation of underground fiber optic cable by AT&T within the rights-of-way of Statesville Boulevard and Holly Avenue per Section 11-24 (27) of the City Code and subject to NCDOT approval.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

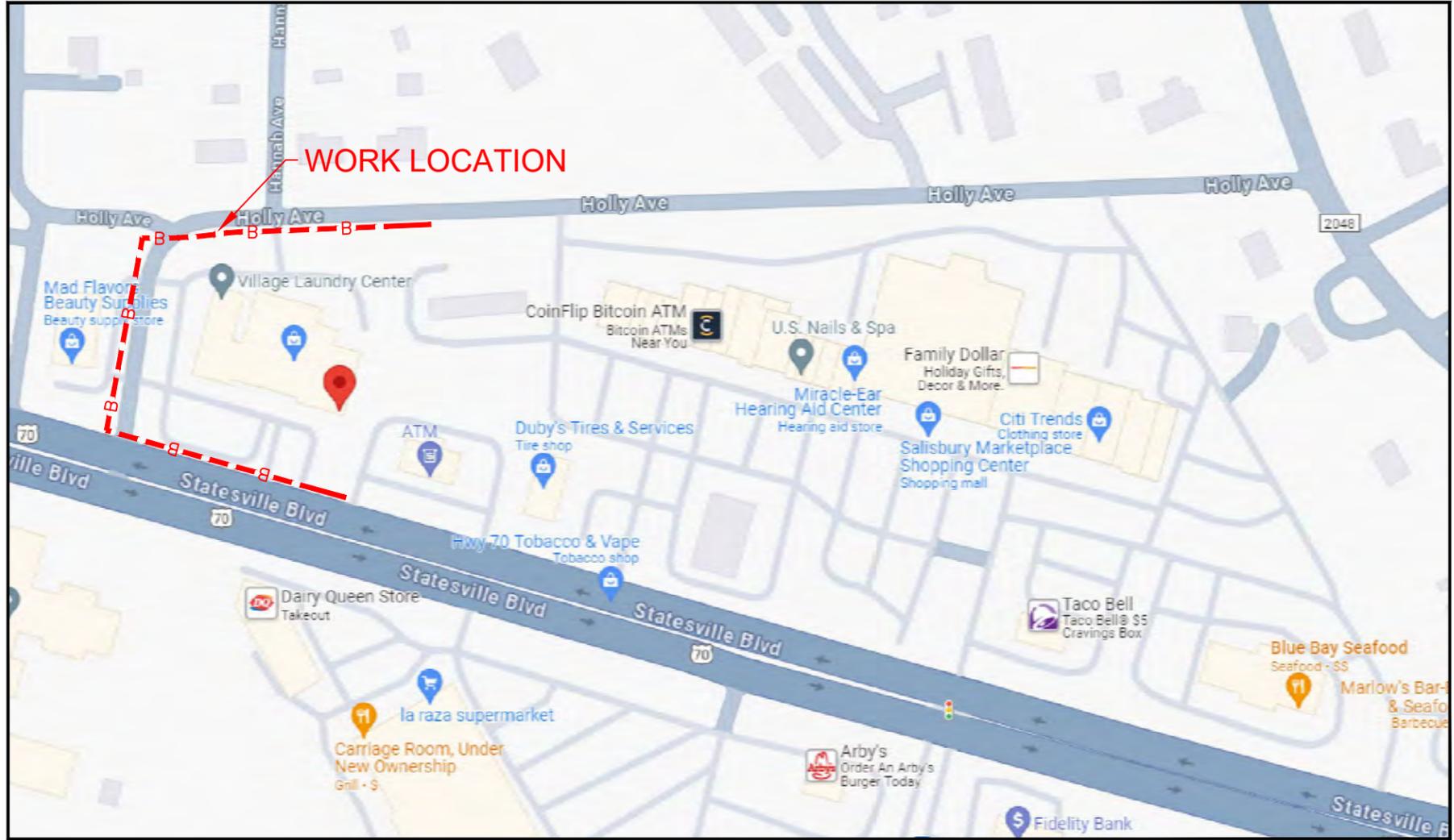
Approved

Delayed

Declined

Reason:

ADDRESS: 2146 STATESVILLE BLVD, SALISBURY NC
 PROJECT NAME: A02R506



SITE LOCATION

CONTACTS

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

OSP DESIGNER
SHANNON GRAHAM
 919-664-9116
 SS286A@ATT.COM

SITE INDEX

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

SCOPE OF WORK:

PLACE NEW BURIED FIBER ALONG STATESVILLE BLVD AND HOLLY AVE



Know what's below.
 Call before you dig.



| 3 | | | | AS-BUILT |
|-----|----------|------------|----------|------------|
| 2 | | | | REVISION # |
| 1 | 1/5/2024 | JW | SG | ORIGINAL |
| NO. | DATE | ENG DESIGN | DRAFTING | COMMENT |

| | |
|--------------------------|-------------------------------------|
| SHEET TITLE : | COVER SHEET |
| PROJECT MANAGER: | |
| PROJECT ENGINEER: | JEFFREY WOOD |
| PROJECT NUMBER: | A02R506 |
| DESCRIPTION: | 2146 STATESVILLE BLVD, SALISBURY NC |
| DRAWING NAME: | PLANS ATT A02R506 20240105.dwg |
| CONFIDENTIAL/PROPRIETARY | SHEET: 1 OF 4 |

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

Requested Agenda Item: Request from Conterra for an Encroachment on W. Innes Street, Mahaley Avenue, N. Park Drive, Statesville Boulevard, Yost Street and Summit Avenue to extend fiber optic to Catawba College

Description of Requested Agenda Item: Conterra requests approval of installation of a 30”x 48”x 36” handhole within the City’s right-of-way on N. Park Drive. The project will include a directional bore of 426’ of fiber optic cable in conduit from Mahaley Avenue/ Innes Street intersection to N. Park Drive. It will also include a road bore under W. Innes Street at N. Park Road with an additional 340’ of 12 count fiber placed in existing customer owned conduit to serve the premises. In addition, Conterra is requesting to install 2,217’ of fiber optic cable from an existing vault in Statesville Boulevard near Yost Street. The fiber would continue along Yost Street to Summit Avenue, and along Summit Avenue to a new handhole. City Council approval of encroachments is required by Section 11-24 (27) of the City Code. Work within W. Innes Street And Statesville Boulevard also requires NCDOT approval.

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

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

Attachments: Yes No

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

Salisbury City Council Agenda Item Request Form



There is no budgetary impact on this item.

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

City Council to consider approval of a right-of-way encroachment for installation of underground fiber optic cable by Conterra within the rights-of-way of W. Innes Street, Mahaley Avenue, N. Park Drive, Statesville Boulevard, Yost Street and Summit Avenue per Section 11-24 (27) of the City Code, and subject to NCDOT approval.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

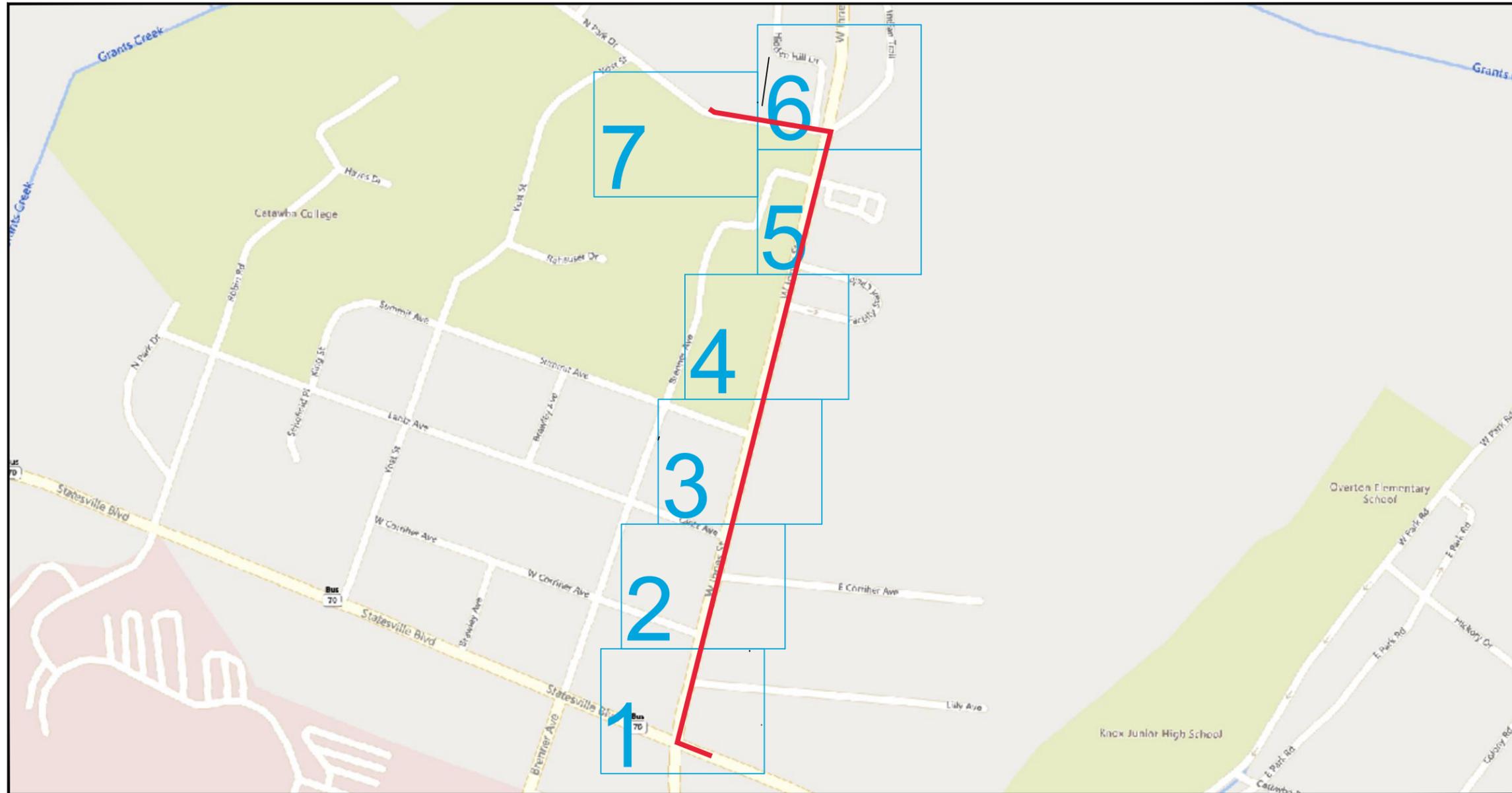
Declined

Reason:

PROJECT NAME: CatawbaCollege_P-023220
ADDRESS: 143 N Park Dr
 Salisbury, NC 28144

SCOPE OF WORK

Project will consist of installing 3826' of new 144ct FOC from existing handhole to new proposed handhole and 325' of new 12ct FOC from proposed handhole to customer location.



SHEET: 1 of 18

CONFIDENTIAL/PROPRIETARY



CONTERRA NETWORKS
 5301 77 CENTER DR, CHARLOTTE, NC 28217

CONTACT NAMES AND NUMBERS

PROJECT MANAGER:
Jonathan_Drawdy_704-458-0700

PROJECT ENGINEER:
Alwyn_Jenkins_704-572-2707

PROJECT DRAFTER:
Christopher_Adams_704-466-1965

JOB NUMBER:
P-023220

DRAWING LIST

| SHEET | DESCRIPTION | SHEET | DESCRIPTION | SHEET | PROJECT SHEET 1 |
|-------|--------------------|-------|-----------------|-------|-----------------|
| 1 | COVER SHEET | 12 | PROJECT SHEET 1 | 17 | PROJECT SHEET 6 |
| 2 | MATERIALS RAKE OFF | 13 | PROJECT SHEET 2 | 18 | PROJECT SHEET 7 |
| 3 | LEGEND | 14 | PROJECT SHEET 3 | | |
| 4 | GENERAL NOTES | 15 | PROJECT SHEET 4 | | |
| 5-11 | TYPICALS | 16 | PROJECT SHEET 5 | | |

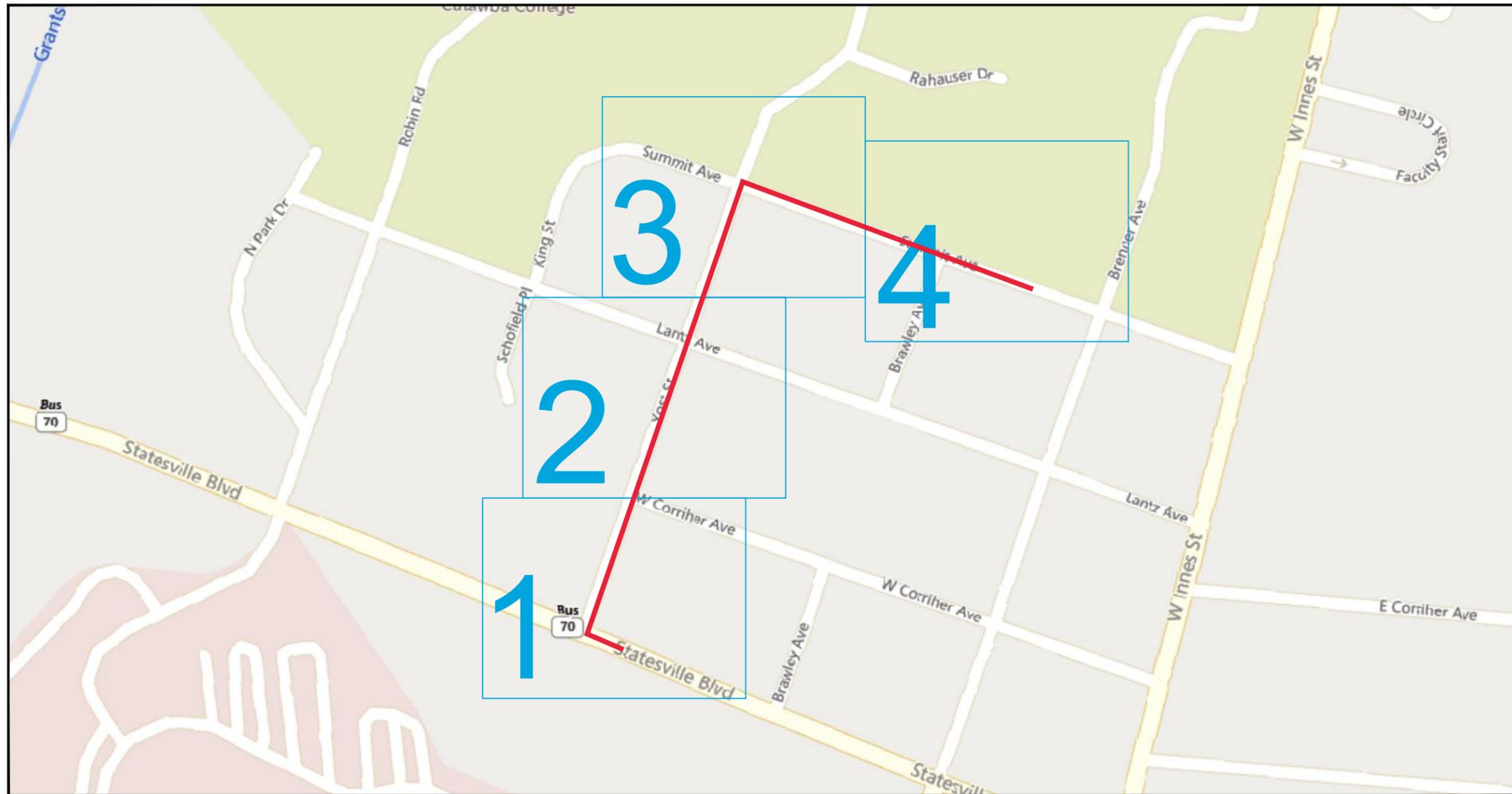
DRAWING STATUS

| DATE | DESCRIPTION | DRAFTER | SET |
|-----------|----------------|---------|-----|
| 1/12/2024 | ORIGINAL DRAFT | CPA | 1 |
| | | | |
| | | | |
| | | | |

PROJECT NAME: CatawbaCollege_P-023221
ADDRESS: 2309 Brenner Ave
 Salisbury, NC 28144

SCOPE OF WORK

Project will consist of installing 2338' of new 144ct FOC from existing handhole to proposed handhole and 403' of new 12ct FOC in existing conduit from proposed handhole to customer location.



SHEET: 1 of 15

CONFIDENTIAL/PROPRIETARY



CONTERRA NETWORKS
 5301 77 CENTER DR, CHARLOTTE, NC 28217

CONTACT NAMES AND NUMBERS

PROJECT MANAGER:
Jonathan_Drawdy_704-458-0700

PROJECT ENGINEER:
Alwyn_Jenkins_704-572-2707

PROJECT DRAFTER:
Christopher_Adams_704-466-1965

JOB NUMBER:
P-023221

DRAWING LIST

| SHEET | DESCRIPTION | SHEET | DESCRIPTION | SHEET | PROJECT SHEET 1 |
|-------|--------------------|-------|-----------------|-------|-----------------|
| 1 | COVER SHEET | 12 | PROJECT SHEET 1 | | |
| 2 | MATERIALS RAKE OFF | 13 | PROJECT SHEET 2 | | |
| 3 | LEGEND | 14 | PROJECT SHEET 3 | | |
| 4 | GENERAL NOTES | 15 | PROJECT SHEET 4 | | |
| 5-11 | TYPICALS | | | | |

DRAWING STATUS

| DATE | DESCRIPTION | DRAFTER | SET |
|-----------|----------------|---------|-----|
| 1/22/2024 | ORIGINAL DRAFT | CPA | 1 |
| | | | |
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Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

Requested Agenda Item: Award a contract to Martin Starnes and Associates, CPAs for auditing services for the fiscal year ending June 30, 2024.

Description of Requested Agenda Item: On March 15, 2022, Council approved a four-year agreement with Martin Starnes and Associates, CPAs to provide audit services for the City after requesting Requests for Proposals. The current fiscal year, ending on June 30, 2024, will be the third year of the four-year agreement. The fee for FY23 is \$41,600, plus \$3,500 for single audit testing of up to three major programs. This represents a \$2,400, or 5.6%, increase from the prior fiscal year, and is in accordance with the original proposal approved in 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)*

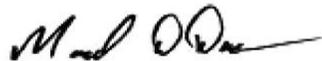
Action Requested of Council for Agenda Item: *(Please note if item includes an ordinance, resolution or petition)* Award a contract to Martin Starnes and Associates, CPAs for auditing services for the fiscal year ending June 30, 2024 in the amount of \$45,100.

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

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

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

FINANCE DEPARTMENT INFORMATION:



Finance Manager Signature



Department Head Signature



Budget Manager Signature

| | |
|-----|---|
| The | Governing Board City Council |
| of | Primary Government Unit City of Salisbury, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable) N/A |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|--|
| and | Auditor Name Martin Starnes & Associates, CPAs, P.A. |
| | Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602 |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------------------|---|
| for | Fiscal Year Ending 06/30/24 | Date Audit Will Be Submitted to LGC 10/31/24 |
|-----|--------------------------------|---|

Must be within four months of FYE

hereby agree as follows:

- The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
- At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

| | | |
|-----------------|-------------------------------------|-----------------------|
| Name: | Title and Unit / Company: | Email Address: |
| S. Wade Furches | Finance Director, City of Salisbury | wfurc@salisburync.gov |

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

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|--|--|
| Primary Government Unit | City of Salisbury, NC |
| Audit Fee (financial and compliance if applicable) | \$ 45,100 (\$41,600 audit + \$3,500 single audit for up to 3 programs) |
| Fee per Major Program (if not included above) | \$ 3,500 per major program in excess of 3 |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ 45,100 (includes 3 major programs) |

| | |
|--|-----------|
| Discretely Presented Component Unit | N/A |
| Audit Fee (financial and compliance if applicable) | \$ |
| Fee per Major Program (if not included above) | \$ |
| Additional Fees Not Included Above (if applicable): | |
| Financial Statement Preparation (incl. notes and RSI) | \$ |
| All Other Non-Attest Services | \$ |
| TOTAL AMOUNT NOT TO EXCEED | \$ |

SIGNATURE PAGE

AUDIT FIRM

| | |
|--|--|
| Audit Firm* Martin Starnes & Associates, CPAs, P.A. | |
| Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis | Signature*  |
| Date* 02/05/24 | Email Address* amcghinnis@msa.cpa |

GOVERNMENTAL UNIT

| | |
|---|---|
| Governmental Unit* City of Salisbury, NC | |
| Date Governing Board Approved Audit Contract* (Enter date in box to right) | |
| Mayor/Chairperson (typed or printed)* Karen K. Alexander, Mayor | Signature* |
| Date | Email Address* karen.alexander@salisburync.gov |

| | |
|---|---------------|
| Chair of Audit Committee (typed or printed, or "NA") N/A | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|--|---|
| Sum Obligated by This Transaction: | \$ 45,100 (includes 3 major programs) |
| Primary Governmental Unit Finance Officer* (typed or printed) S. Wade Furches, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address* wfurc@salisburync.gov |

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|--|----------------|
| DPCU* N/A | |
| Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|---|---------------|
| Chair of Audit Committee (typed or printed, or "NA") N/A | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

| | |
|---|----------------|
| Sum Obligated by this Transaction: | \$ |
| DPCU Finance Officer (typed or printed)* N/A | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro

579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MARTIN STARNES

& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 5, 2024

S. Wade Furches, Finance Director
City of Salisbury
PO Box 479
Salisbury, NC 28145-479

The following represents our understanding of the services we will provide the City of Salisbury.

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Salisbury, NC, as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Salisbury's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Salisbury's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of Downtown Salisbury, Inc. in our report on your financial statements.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Salisbury's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Salisbury's basic financial statements. Our report will be addressed to the governing body of the City of Salisbury. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Salisbury's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the

types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of the City of Salisbury. However, we will provide advice and recommendations to assist management of the City of Salisbury in performing its responsibilities.

The City of Salisbury's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

| | |
|---|------------------|
| Audit Fee | \$ 41,600 |
| Single Audit Fees (up to 3 programs) | <u>3,500</u> |
| | <u>\$ 45,100</u> |
| Additional Fees: | |
| Charge per major program in excess of 3 | <u>\$ 3,500</u> |

Please note that the fees above include up to 3 major programs, as indicated. The "total amount not to exceed" listed on the audit contract also includes up to 3 major programs. If the total number of major programs exceeds 3 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Salisbury's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous

errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$400 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Salisbury by:

Signature: _____

Title: _____

Date: _____

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Jason Wilson

Requested Agenda Item: Shay Crossing Phase 4 Residential Subdivision Sewer Infrastructure Agreement

Description of Requested Agenda Item: Dependable Development, Inc. is developing a residential subdivision known as Shay Crossing Phase 4. The development will be located on one parcel of property totaling approximately 81 acres near Salisbury, bordered to the north by Crane Creek and to the south by Earnhardt Road. Salisbury-Rowan Utilities (SRU) has determined that providing sewer service to the proposed development requires sewer improvements ancillary to the development; specifically, upgrades to SRU's Crane Creek Lift Station.

In lieu of constructing the required improvements, the developer has requested, and SRU has agreed, that Dependable Development, Inc. be allowed to pay SRU the estimated value (\$77,000) of the required improvements and allow SRU to complete the required improvements. The amount was calculated by the developer's engineer based on the additional capacity needed at the lift station impacted by the proposed development.

Attachments: Yes No

Fiscal Note: N/A

Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to execute an agreement with Dependable Development, Inc. for the Shay Crossing Phase 4 sewer infrastructure improvements.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Budget Manager Signature

Department Head Signature

**STATE OF NORTH CAROLINA
COUNTY OF ROWAN**

**AGREEMENT FOR SEWER UTILITY COSTS BETWEEN THE CITY OF SALISBURY,
NORTH CAROLINA AND DEPENDABLE DEVELOPMENT, INC.**

This Agreement for Sewer Utility Costs (the "**Agreement**"), made this the 30 day of January, 2024, by and between the **City of Salisbury**, a North Carolina municipal corporation (the "**Salisbury**"), and **Dependable Development, Inc.**, a North Carolina Corporation (the "**Developer**"), its successors or assigns, (collectively, the "**Parties**").

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

1. Acknowledgments

- a. Developer is developing a residential subdivision known as the Shay Crossing Phase 4 (the "Development"). The Development will be located on one parcel of property totaling approximately 81 acres near Salisbury, North Carolina, bordered to the north by Crane Creek and to the south by Earnhardt Road. The parcel is more particularly identified as Rowan County Parcel ID no. 058-088.
- b. Salisbury owns and operates a regional water and sewer utility known as "Salisbury-Rowan Utilities" which serves the area in the vicinity of the Development.
- c. The Developer desires to install sewer main extensions to serve the proposed Development.
- d. Salisbury has determined that providing sewer service to the Development requires sewer improvements ancillary to the Development; specifically, upgrades to the Salisbury pump station known as Crane Creek Lift Station.
- e. In lieu of constructing the required improvements itself, Developer has requested, and Salisbury has agreed, that Developer be allowed to pay Salisbury the estimated value of the required improvements and allow Salisbury to complete the required improvements.
- f. Developer acknowledges and agrees that the estimated value of the required improvements shall be paid before Salisbury will issue construction permits.
- g. This Agreement is authorized pursuant to G. S. § 162A-201(9)e.
- h. Salisbury may or may not elect to pay for oversizing beyond that level of service to accommodate the Development in order to accommodate additional potential development within the area.

2. **Developer obligations.** In consideration of the City's obligations in paragraph 3, Developer agrees to the following:
 - a. **Payment.** In consideration of Salisbury's obligation in paragraph 3, and pursuant to G. S. § 162A-201(9)e., Developer agrees to pay Salisbury the lump-sum amount of **Seventy Seven Thousand and 0/100 Dollars (\$77,000.00)** for improvements at the referenced pump station as shown on **Exhibit A**, which is attached and incorporated by reference (the "Payment"). The Payment shall be credited to any system development fee charged or to be charged by Salisbury.
 - b. **Timing of Payment.** The Payment is due upon the later of: (a) the Developer's acquisition of Development, or (b) Developer's application for construction permits. Salisbury shall not be required to issue construction permits until receiving the full Payment.
3. **Salisbury obligations.** In consideration of Developer's obligations in paragraph 2, Salisbury agrees to the following:
 - a. **Sewer improvements.** Salisbury agrees to construct the sewer infrastructure improvements required by the Development. In its sole discretion, Salisbury may elect to construct the minimum infrastructure improvements required by the Development, or may instead elect to use the Payment toward making more substantial infrastructure improvements.
 - b. **Reservation of capacity.** Developer has applied to Salisbury for a construction permit that has been assigned **Permit No. S-2022-01**. The application, including the sealed construction drawings on which it is based, is incorporated into this Agreement by reference (collectively, the "Construction Permit"). Pursuant to the Construction Permit, Salisbury allocates and reserves a wastewater capacity of 69,000 gallons per day for the Development.
4. **Notice.** Any notice allowed or required by this Agreement shall be addressed to the following Project Contacts:

Salisbury-Rowan Utilities
c/o Jason Wilson
1 Water Street
Salisbury, NC 28144

Dependable Development, Inc.
c/o Andrew McDonald
2649 Brekonridge Centre Drive
Monroe, NC 28110

Either Party may change the Project Contact by providing notice to the other party in writing.
5. **Miscellaneous.**
 - a. **Time of the essence.** The Parties acknowledge that timely compliance with their duties under this Agreement is essential to this Agreement.

- b. No waiver. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s) whether of a like or different character.
- c. Assignment. This Assignment shall be binding upon and shall inure to the benefit of Salisbury and Developer, their respective heirs, successors, legal representatives and permitted assigns. Developer may assign its rights and obligations hereunder, in which case, such assignment shall relieve Developer of its obligations hereunder, and the assignee of Developer shall accede to the rights and obligations of Developer hereunder.
- d. Amendments in writing. This Agreement may be amended only in a written document signed by authorized representatives of both Parties.
- e. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
- f. Entire agreement. This Agreement constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between a provision of this Agreement and a provision of a document incorporated by reference herein, the terms of this Agreement will control.
- g. Safe harbor. The Parties acknowledge and agree that this Agreement is intended to meet and comply with the System Development Fee requirements found in Article 8 of Chapter 162A of the North Carolina General Statutes and all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction. To the extent the terms of this Agreement require amendment to comply with any applicable law, rule, regulation, or statute, the Parties agree to work in good faith to effect such amendment.
- h. Severability. If any provision of this Agreement shall be declared invalid or unenforceable and the Parties do not reach an agreement in writing that the remainder of the Agreement shall continue in full force and effect, then the Parties will work in good faith to negotiate and enter into an agreement that corrects the invalid or unenforceable provision and that faithfully implements the intent of this Agreement.
- i. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
- j. Authority to enter Agreement. The person(s) executing this Agreement on

behalf of the Parties have authority to do so as an official, binding act of the respective Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF SALISBURY

A North Carolina Municipal Corporation

By: _____
Jim Greene, Jr., City Manager

ATTEST:

Connie Snyder, City Clerk

DEPENDABLE DEVELOPMENT, INC.

A North Carolina Corporation

By: Johnathan M. McCall
Johnathan M. McCall, COO

STATE OF North Carolina
COUNTY OF Union

I, Gretchen Presson, a Notary Public of the County and State aforesaid, do hereby certify that Johnathan m. mccall personally came before me this day and acknowledged that he/she is COO of DEPENDABLE DEVELOPMENT, INC, a North Carolina Corporation, and that he/she by authority duly given signed the foregoing instrument as an act of the corporation.

Witness my hand and official and official stamp or seal, this the 30 day of January, 2024.



Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Council to consider a one-year extension to an existing economic incentive grant.

Description of Requested Agenda Item: In April 2022, City Council approved an economic incentive grant for the Trammell Crow Company (TCC). TCC anticipated investing \$35 million to build a distribution/manufacturing facility on a 96-acre site near Henderson Grove Church Road. The economic incentive grant was equivalent to 90% of the new real property taxes paid over a period of three years. The value of the grant was \$680,022, all of which would come out of tax revenue paid by TCC once the project is complete. The total net revenue to the City over a 10-year period was anticipated to be \$1,838,578. Due to various factors, including the discovery of wetlands that required the project to be redesigned—the project has been delayed. The anticipated investment remains the same. TCC is continuing to work on the project but does not expect to meet the original deadline. The original deadline in the incentive contract required that the improvements be completed by January 1, 2025. TCC has requested a one-year extension, until January 1, 2026. City staff continues to support this economic development project for the same reasons as when it was approved—substantial tax revenue and job creation in the City—and recommends that City Council approve the one-year extension. No further extensions will be considered by the City.

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 amend an existing economic development agreement to extend the completion date by one year, from January 1, 2025, to January 1, 2026.

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

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

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

Salisbury City Council Agenda Item Request Form



FINANCE DEPARTMENT INFORMATION:

M. O'Donoghue

Finance Manager Signature

[Handwritten Signature]

Department Head Signature

Tracey Keyes

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

Reason:

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of ~~May, 2022~~February, 2024, by and between the City of Salisbury, North Carolina, a body politic (hereinafter referred to as the “City”) and TC MidAtlantic Development V, Inc. (hereinafter referred to as the “Company”).

WITNESSETH

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

WHEREAS, the Company has determined that the property located at 0 Henderson Grove Church Road, Salisbury, North Carolina (the “Property”), also identified as Rowan County Tax Parcels 407-014, 407-015, and 407-115, and more particularly described in attached Exhibit A, which is incorporated into this Agreement by reference, is a suitable location for its real property improvements and the development of an approximately 500,000 square foot industrial facility known as Metro 72 Logistics Center (the “Facility”); and

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

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

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

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

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$35 million dollars will be invested by or on behalf of the Company in real property improvements and the Facility on the Property; and the parties will comply with the covenants and conditions binding upon them as set forth herein, all of which are intended to create a positive economic impact in the City.

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

ARTICLE I
CITY INDUCEMENTS

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

- 1) The “Relocation and Expansion Assistance Program” will be provided as a “Relocation and Expansion Incentive Grant” (“Grant”) to assist the Company with construction and other capital improvements in the City. The Grant will specifically apply to the Property and all real property improvements newly installed and used at the Property (“Facility”).
- 2) The amount of the Grant will be computed using the following steps:
 - a) Real Property Valuation.
 - i) *First*, for each tax year that the Grant is applicable to the Property (subject to the limitations below), the actual assessed tax value of the real property located at such Property shall be determined (“**Applicable Year PV**”).
 - ii) *Second*, in each year for which a grant is to be paid, the following value shall be subtracted from the Applicable Year PV: the amount of the real property value of the Property assessed (i) as of January 1, ~~2022-2024~~ and (ii) prior to the investments made by the Company in real property at such property (the “**Baseline PV**”). The result of this computation in each of the three years for which the grant is to be paid shall be defined as the “**New Real PV**” for the Property.
 - b) City Property Tax Determination. The amount of real property taxes that shall be paid in connection with the New Real PV shall be determined by multiplying the New Real PV by the then-current City tax rate (excluding county tax rates) applicable in such year. Such amount shall be the “**New Project Property Tax.**”
 - c) Grant Amount Determination. The amount of a grant payment in any given year shall be equal to ninety percent (90%) of the New Project Property Tax of any given year (such amount is determined by multiplying 0.90 by the New Project Property Tax). The resulting amount is the **Grant** for the applicable year.
- 3) The Grant will be structured as a payment equal to a portion of the real property taxes assessed against and actually paid by the Company for the Property. Such payment of the Grant will be made to the Company. Upon confirmation by the City that the Company has paid its real property taxes for the applicable year, the City shall pay the Grant annually to the Company between January 1st and June 30th of the fiscal year in which the taxes are due. The Grant amount payable to the Company shall be equal to Ninety Percent (90%) of the City real property taxes (excluding county taxes) paid on the New Real PV by the Company according to Paragraph 2 above at the prevailing City tax rate for the tax year of the requested Grant.

- 4) Tax amounts due on property discovered by the City through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the City shall not be responsible for any grant payments on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility. If the Company acquires the Property and proceeds with the Facility, it will acquire all local permits, zoning approvals, and required state and federal permits, as applicable. The Company expects to have the Facility substantially completed by December 31, ~~2023~~2025.
- 2) The Company shall receive the Grant for three separate tax years (“Grant Term”). Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the Grant Term shall commence on property assessed the earlier of (i.) January 1 following the year in which the Facility has been issued a Certificate of Occupancy or (ii.) January 1, ~~2025~~2026. If the Facility has not been issued a Certificate of Occupancy by January 1, ~~2025~~2026, the Grant shall be based on the percentage complete and assessed for that year; provided, however, that the City shall not be obligated to make any Grant payment if the Company has not been issued a Certificate of Occupancy unless the Company can show, to the reasonable satisfaction of the City, that the Facility is actively under construction.
- 3) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS - COMPANY

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

- 1) Standing. The Company is a Delaware company duly organized and existing and in good standing under the laws of the State of Delaware. The Company is authorized to do business in the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors’ rights generally.

- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENENANTS - CITY

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

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

ARTICLE V
GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable, except that the Company may assign the Agreement to a buyer or tenant of the Facility with the consent of the City, such consent not to be unreasonably withheld.

- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the City may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To City:

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

With Copy (which does not constitute notice to):

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

To Company:

TC MidAtlantic Development V, Inc.
888 16th Street, NW, Suite 555
Washington, DC 20006
Attn: Chris Rodriguez
Attn: Woody Coley

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company

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

[Signature page follows]

DRAFT

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

TC MidAtlantic Development V, Inc.

By: _____
Title: _____

[Corporate Seal]

ATTEST:

Name _____ (Seal)

CITY OF SALISBURY, NORTH CAROLINA

Karen K. Alexander
Mayor

[Corporate Seal]

ATTEST:

~~Connie B. Snyder~~ Kelly Baker
City Clerk

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

Wade Furches
Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

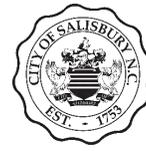
J. Graham Corriher
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): N/A

Requested Agenda Item: Certificate of Sufficiency and Resolution – Woodleaf Road

Description of Requested Agenda Item:

The Planning and Neighborhoods Department, on behalf of the City Clerk, has investigated the sufficiency of the petition received for the voluntary annexation of 58.07 acres, consisting of parcels 328 050, 328 066, and 328 110 in Rowan County. The petition contains a description of the proposed annexation area, as well as signatures of the property owners. Additionally, the following conditions are met:

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

The petition is, therefore, sufficient in accordance with G.S. 160A-58.1. A public hearing shall be conducted by City Council on March 19th, 2024.

Attachments: Yes No

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

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

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

City Council to receive the Certificate of Sufficiency and adopt a Resolution setting the date of the public hearing for March 19th, 2024 for the voluntary annexation of Parcels 328 050, 328 066, and 328 110, Woodleaf Road, totaling 58.07 acres.

Contact Information for Group or Individual:

Hannah Jacobson, Planning & Neighborhoods Director
704-638-5230/Hannah.Jacobson@salisburync.gov

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:



**CERTIFICATE OF SUFFICIENCY
FOR ANNEXATION OF
WOODLEAF ROAD**

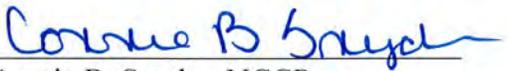
To the City Council of the City of Salisbury, North Carolina:

I, Connie B. Snyder, NCCP, City Clerk, do hereby certify that I have investigated the petition for Woodleaf Road, in the 2800 block, Parcels 328 050, 328 066, and 328 110, attached hereto and have found as a fact that said petitions are signed by all owners of real property lying in the area described therein, in accordance with G. S. 160A-58.1.

In witness thereof, I have hereto set my hand and affixed the Seal of the City of Salisbury, this 4th day of January, 2024.

(SEAL)





Connie B. Snyder, NCCP
City Clerk

“RESOLUTION SETTING DATE OF PUBLIC HEARING ON QUESTION OF THE ANNEXATION OF WOODLEAF ROAD, PARCELS 328 050, 328 066, AND 328 110 PURSUANT TO G.S. 160A-58.1.

WHEREAS, petitions requesting the annexation of Parcels 328 050, 328 066, and 328 110 on Woodleaf Road, as described herein have been received; and

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

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

Section 1. The regularly scheduled March 19th, 2024 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, March 19th, 2024 by contacting Connie Snyder at csnyd@salisburync.gov or 704-638-5234. 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.

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

Tract One - Parcel ID: 328 050

BEGINNING at an existing 3/4-inch iron pipe, said pipe being South 40°51'31" East, a distance of 2034.30 feet from a concrete monument - ENON (FA2658) located in the south margin of the intersection of Enon Church Road (SR 1944) and Woodleaf Road (SR 2048); Thence from said point of beginning, North 53°22'44" East, a distance of 475.59 feet to an existing 1/2-inch rebar; Thence North 38°35'13" West, a distance of 284.70 feet to an existing 5/8 inch iron rod; Thence North 50°46'23" East, a distance of 428.47 feet to an existing 1-inch iron shaft; Thence North 79°04'07" East, a distance of 217.22 feet to an existing 3-inch axle; Thence North 02°22'02" East, a distance of 673.71 feet (passing an existing 5/8-inch rebar at 463.23') to an existing 1 and 1/2-inch iron pipe (said pipe is located beside stump hole of large fallen tree); Thence North 06°11'48" East, a distance of 6.44 feet to the centerline of an unnamed branch; Thence with the centerline of said branch the following forty-eight courses and distances: (1) South 65°19'08" East, a distance of 42.66 feet to a point; (2) South 42°51'34" East, a distance of 85.49 feet to a point; (3) South 77°34'00" East, a distance of 52.50 feet to a point; (4) South 70°54'42" East, a distance of 70.01 feet to a point; (5) South 72°37'35" East, a distance of 54.85 feet to a point; (6) South 68°56'17" East, a distance of 42.20 feet to a point; (7) South 73°53'39" East, a distance of 126.28 feet to a point; (8) South 74°43'54" East, a distance of 71.68 feet to a point; (9) South 61°12'47" East, a distance of 27.56 feet to a point; (10) South 75°39'31" East, a distance of 71.85 feet to a point; (11) South 70°29'22" East, a distance of 78.30 feet to a point; (12) South 79°33'26" East, a distance of 32.85 feet to a point; (13) South 75°30'38" East, a distance of 50.91 feet to a point; (14) South 80°31'55" East, a distance of 53.94 feet to a point; (15) North 87°15'39" East, a distance of 70.40 feet to a point; (16) North 83°44'12" East, a distance of 90.72 feet to a point; (17) South 79°25'51" East, a distance of 23.07 feet to a point; (18) North 87°05'05" East, a distance of 36.09 feet to a point; (19) North 84°12'35" East, a distance of 79.25 feet to a point; (20) North 83°01'06" East, a distance of 34.68 feet to a point; (21) South 41°49'50" East, a distance of 12.46 feet to a point; (22) North 74°33'18" East, a distance of 23.66 feet to a point; (23) South 89°21'19" East, a distance of 22.07 feet to a point; (24) South 59°33'23" East, a distance of 22.45 feet to a point; (25) North 46°53'41" East, a distance of 9.60 feet to a point; (26) South 80°52'38" East, a distance of 33.24 feet to a point; (27) South 77°48'31" East, a distance of 65.41 feet to a point; (28) South 78°22'28" East, a distance of 33.21 feet to a point; (29) South 48°41'02" East, a distance of 25.42 feet to a point;

(30) South 67°17'12" East, a distance of 52.01 feet to a point; (31) South 42°04'59" East, a distance of 20.48 feet to a point; (32) South 69°25'13" East, a distance of 107.94 feet to a point; (33) South 02°53'46" West, a distance of 42.15 feet to a point; (34) North 87°59'55" East, a distance of 15.17 feet to a point; (35) South 73°44'39" East, a distance of 35.32 feet to a point; (36) South 32°11'31" West, a distance of 7.39 feet to a point; (37) South 44°08'14" East, a distance of 80.88 feet to a point; (38) South 37°36'42" East, a distance of 60.89 feet to a point; (39) South 11°19'14" West, a distance of 24.10 feet to a point; (40) South 42°08'50" East, a distance of 68.70 feet to a point; (41) North 25°10'01" East, a distance of 59.68 feet to a point; (42) North 79°36'08" East, a distance of 36.62 feet to a point; (43) South 49°22'49" East, a distance of 22.85 feet to a point; (44) South 09°32'31" East, a distance of 17.90 feet to a point; (45) South 66°32'59" East, a distance of 27.20 feet to a point; (46) South 32°10'28" East, a distance of 29.01 feet to a point; (47) South 59°35'43" East, a distance of 19.10 feet to a point; (48) South 33°37'30" East, a distance of 19.82 feet to a point;

Thence leaving the centerline of said branch, South 07°14'25" West, a distance of 10.54 feet to an existing 3/4-inch bolt in the base of a hickory tree; Thence South 05°38'38" West, a distance of 413.19 feet to an existing 1 and 1/2-inch iron pin; Thence North 86°36'33" West, a distance of 286.68 feet to an existing 1-inch iron pipe (beside a laid over stone monument); Thence North 86°40'03" West, a distance of 890.67 feet to an existing 3/4-inch iron pipe; Thence North 04°29'30" East, a distance of 6.70 feet to an existing 1/2-inch rebar; Thence North 87°17'11" West, a distance of 604.75 feet to an existing 3/4-inch iron pipe; Thence South 53°34'42" West, a distance of 481.35 feet to an existing 3/4-inch iron pipe; Thence South 53°22'43" West, a distance of 475.17 feet to an existing 3/4-inch iron pipe; Thence South 53°15'19" West, a distance of 30.17 feet to a mag nail set in the centerline of Woodleaf Road; Thence with the centerline of Woodleaf Road, North 39°08'34" West, a distance of 59.79 feet to a mag nail set in the centerline Woodleaf Road; Thence leaving the centerline of Woodleaf Road, North 52°51'31" East, a distance of 30.24 feet to the true **POINT OF BEGINNING**, containing 36.698 acres as shown upon the survey and map entitled "Boundary Survey for Fiorenza" made by Colliers Engineering and Design, Architecture, Landscape, Surveying, CT P.C., dated January 29, 2024, and being Tract One as shown thereon.

Tract Two - Parcel ID: 328 066

BEGINNING at an existing 3/4-inch iron pipe, said pipe being South 40°48'26" East, a distance of 2094.27 feet from a concrete monument - ENON (FA2658) located in the south margin of the intersection of Enon Church Road (SR 1944) and Woodleaf Road (SR 2048); Thence from said point of beginning, North 53°22'43" East, a distance of 475.17 feet to an existing 3/4-inch iron pipe; Thence North 53°34'42" East, a distance of 481.35 feet to an existing 3/4-inch iron pipe; Thence South 38°27'59" East, a distance of 756.30 feet to an existing stone monument; Thence South 51°11'58" West, a distance of 25.06 feet to an existing 1/2-inch rebar; Thence South 51°12'28" West, a distance of 869.70 feet to an existing stone monument; Thence South 05°09'24" East, a distance of 44.93 feet to an existing 3/4-inch iron pipe; Thence South 05°07'10" East, a distance of 47.67 feet to a mag nail set in the centerline of Woodleaf Road; Thence with the centerline of said Woodleaf Road the following two courses and distances: (1) North 42°58'18" West, a distance of 458.20 feet to a mag nail set; (2) North 39°05'19" West, a distance of 415.38 feet to a mag nail set; Thence leaving the centerline of said Woodleaf Road, North 53°15'19" East, a distance of 30.17 feet to the true **POINT OF BEGINNING**, containing 17.432 acres as shown upon the survey and map entitled "Boundary Survey for Fiorenza" made by Colliers Engineering and Design, Architecture, Landscape, Surveying, CT P.C., dated January 29, 2024, and being Tract Two as shown thereon.

Tract Three - Parcel ID: 328 110

BEGINNING at an existing 5/8-inch rebar, said rebar being South 40°18'57" East, a distance of 1604.66 feet from a concrete monument - ENON (FA2658) located in the south margin of the intersection of Enon Church Road (SR 1944) and Woodleaf Road (SR 2048);

Thence from said point of beginning, North 53°22'41" East, a distance of 479.82 feet to an existing 3/4-inch iron pipe; Thence South 38°35'17" East, a distance of 145.03 feet to an existing 5/8-inch iron rod; Thence South 38°35'13" East, a distance of 284.70 feet to an existing 1/2-inch rebar; Thence South 53°22'44" West, a distance of 475.59 feet to an existing 3/4-inch iron pipe; Thence South 52°51'31" West, a distance of 30.24 feet to a mag nail set in the centerline Woodleaf Road; Thence with the centerline of Woodleaf Road, North 39°08'28" West, a distance of 430.15 feet to a mag nail set in the centerline Woodleaf Road; Thence leaving the centerline of said Woodleaf Road, North 53°22'41" East, a distance of 30.18 feet to the true **POINT OF BEGINNING**, containing 5.008 acres as shown upon the survey and map entitled "Boundary Survey for Fiorenza" made by Colliers Engineering and Design, Architecture, Landscape, Surveying, CT P.C., dated January 29, 2024, and being Tract Three as shown thereon.

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

Karen K. Alexander
Mayor

ATTEST:

Connie B. Snyder, NCCP
City Clerk

Date: 11/28/23



PETITION REQUESTING VOLUNTARY ANNEXATION

Parcel 328 110 , 328 066, 328 050 Woodleaf 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>328</u> PCL <u>110</u> | <u>George Dillard &</u> | <u>George Dillard</u> | 2800 Woodleaf Road <u>SALISBURY, NC 28147-9539</u> |
| TM <u>328</u> PCL <u>066</u> | <u>Beverly Dillard</u> | <u>Beverly Dillard</u> | |
| TM <u>328</u> PCL <u>050</u> | | | |

(Attach additional petition forms if needed)

Form Revised 2-08

Contact Person Bridget McClellan Telephone Number (704) 649-6601

For Office Use Only:

Total number of parcels 3 Number Signed 3 % Signed 100 Date Returned 11/29/23
 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: February 20, 2024

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

Name of Presenter(s): Mark Drye

Requested Agenda Item: Council to adopt a Resolution declaring specific equipment as surplus and to authorize the sale of personal property deemed to be surplus that could exceed \$30,000

Description of Requested Agenda Item: The Fleet Department identified a piece of equipment that has reached its useful life for the City. This item is WM21501, a 2015 Freightliner M2 106 Garbage Truck. Resolution 2009-15 authorized the "Purchasing Manager" to sell items valued under \$30,000 by electronic auction. This item could potentially sell for more than \$30,000 which would require City Council approval.

Attachments: Yes No

Fiscal Note:

Action Requested of Council for Agenda Item: Adopt a Resolution declaring specific equipment as surplus and authorize the sale of WM21501, a 2015 Freightliner M2 106 Garbage Truck on GovDeals.com.

Contact Information for Group or Individual: Mark Drye, Finance Manager/Interim Purchasing Manager

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved Delayed Declined

**RESOLUTION AUTHORIZING SALE OF SURPLUS PROPERTY WITH POTENTIAL
VALUE OF \$30,000 OR MORE**

WHEREAS, N.C.G.S. 160A-266 authorizes municipal governments to dispose of real or personal property by public auction; and

WHEREAS, N.C.G.S. 160A-270 authorizes City Council to conduct electronic auctions for real or personal property and advertise such auctions electronically; and

WHEREAS, City Council approval is required for items with a value of \$30,000 or more; and

WHEREAS, the City owns surplus property that has been fully depreciated and reached the end of its useful life; and

WHEREAS, below listed item will be advertised by electronic means on the electronic auction website; and

| Equipment# | Description |
|------------|---|
| WM21501 | 2015 Freightliner M2 106 Garbage Truck |

WHEREAS, City Council is giving approval to sell to the highest bidder; and

WHEREAS, proceeds of the sale will be returned to the proper Fund as dictated by where the asset is being held.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury hereby authorizes the Purchasing Coordinator to sell the above-listed assets by electronic auction and to execute any and all documents required to sell the asset to the highest bidder.

Adopted this the 20th day of February 2024.

Karen Alexander, Mayor

ATTEST:

Connie B. Snyder, City Clerk

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 02/20/2024

Name of Group(s) or Individual(s) Making Request: Land and Development Services

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

Requested Agenda Item: Z-03-2023 – 0 Lincolnton Road / Parcel ID 061 009

Description of Requested Agenda Item: Z-03-2023 Request to rezone one (1) parcel located at the intersection of Ludwick Heights Lane and Lincolnton Road, on the northern corner, (PID 061 009) being approximately 0.113 acres, from General Residential (GR6) and Neighborhood Mixed-Use (NMX) to Neighborhood Mixed-Use (NMX).

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 in anticipation of future development.

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*****



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

REZONING PETITION

PAID
 OCT 06 2023
 BY: J.B.

SHADED AREAS FOR STAFF USE ONLY

FILING DATE: _____
 CASE #: 2-03-2023
 PLAN REVIEW CASE # (IF APPLICABLE): _____

ZONING MAP AMENDMENT:

GENERAL REZONING \$ 800
 * FEES PER CITY OF SALISBURY BUDGET ORDINANCE

PETITION TYPE

- General Rezoning (LDO Sec. 15.22)
- 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): GR/NMX
 PROPOSED DISTRICT(S): NMX

REASON AND/OR DEVELOPMENT PROPOSAL FOR THE REZONING REQUEST:

Parcel is split zoned being (GR) and (NMX)

PROPERTY & CONTACT INFORMATION

Rowan County Parcel ID(s): 061-009
 Address or Site Location: 1400 Ludwick Heights Lane, Salisbury, NC
 Subdivision: _____ Lot(s): 28147
 Petitioner: Skeithia Moye Representative: _____
 Address: 3255 Hawkshill St SW Concord, NC 28027
 Email: Vonaye2001@yahoo.com Best Phone: (862) 373-0250
 Owner(s) (if different than petitioner): _____
 Address: _____
 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): Skeithia Moye
 Owner(s) Signature(s): Skeithia Moye



Planning & Zoning Analysis

| | |
|--------------------------------|--|
| CASE NO. | Z-03-2023 |
| Petitioner(s) | Sekeithia Moye |
| Owner(s) | Sekeithia Moye |
| Representative(s) | Sekeithia Moye |
| Address | 0 Lincolnton Road |
| Tax Map & Parcel(s) | 061 009 |
| Size / Scope | One (1) parcel approximately 0.113 acres in total |
| Location | Located at the intersection of Ludwick Heights Lane and Lincolnton Road, on the northern corner. |

PETITIONER REQUEST

Request: The petition proposes to amend the Land Development Ordinance district map by rezoning one (1) split-zoned parcel, totaling approximately 0.113 acres, from General Residential (GR-6) and Neighborhood Mixed-Use (NMX) to Neighborhood Mixed-Use (NMX).

Staff Comments: The property is currently located within the city limits of Salisbury.

Uses: This proposal is for general zoning purposes only. This request is not a conditional district zoning request; therefore, all uses of the requested NMX zoning will be permitted per the existing Use Matrix. While all the uses listed under NMX may be permitted by the ordinance, the site has both water and sewer utility lines running underground which would prevent structures from being built on this property, the only uses permitted by right in NMX that might be able to function without a physical structure would be “Recreational Facilities, Outdoor” and “Parking Lot as a Primary Use.”



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 likely have little effect on adjacent properties except that one of the existing driveway entrances for the property to the north may be blocked off. The property to the north does, however, still have right of way access along its western boundary.

Surrounding Land Use(s) & Zoning:

| <i>Location</i> | <i>Existing Land Uses</i> | <i>Existing Zoning</i> |
|-----------------|---------------------------|------------------------|
| North of area | Residential | GR6 |
| East of area | Residential, Commercial | RMX, HB |
| South of area | Commercial | HB |
| West of area | Residential | NMX, GR6 |



INFRASTRUCUTRE & CIVIC/COMMUNITY FACILITIES

Public Schools:

Elementary: Hurley Elementary
Middle: Knox Middle
High: Salisbury High

Fire District:

These parcels are currently within the Salisbury City Fire District service area.

Utilities

Water & Sewer:

Public water and sewer lines are located on the properties and within the Lincolnton Road and Ludwick Heights right of ways. The utility lines and required easements prevent structures from being built on this lot.

Transportation

Transit:

This site is currently served by Salisbury Public Transit. The nearest transit stop is nearby in the 1300 block of Lincolnton Road, approximately 250 feet from the site.

Property Access(s):

The parcel has frontage along both Lincolnton Road and Ludwick Heights Lane right of ways, however, access would likely be from Ludwick Heights Lane on the western side; this access point will not be affected by rezoning the site.

Public Improvements:

Lincolnton Road and Ludwick Heights Lane are City maintained roads, no public improvements are proposed with this rezoning.



Planning & Zoning Analysis

ENVIRONMENT

Topography / Hydrology:

The property is relatively flat and has been cleared of vegetation.

Flood Hazard / Streams / Wetlands:

This site is not affected by a USGS blue line stream, floodplain, or wetlands.

COMPREHENSIVE & AREA PLANS

Applicable Plans:

Forward 2040 Comprehensive Plan

Policy 5.5.3:

Promote infill development that is designed with compatible elements of nearby structures and in a manner that enhances or improves the character of the neighborhood.

Policy 4.6.11

Locate new parking lots at the rear or side of buildings. Landscape parking lots to create a pedestrian friendly environment and to reduce the amount of impervious surface.

Staff does not recommend approval of Z-03-2023, upon determining that the request is not consistent with the goals, objectives, and policies of the Forward 2040 Comprehensive Plan. The designated Place type for this parcel is Multi-family Community, and while NMX is an associated zoning district the only uses that are permitted by right in NMX and would not need a physical structure are Recreation Facilities, Outdoor and Parking Lot as a Primary Use. The site characteristics and location are not suitable for recreational uses and parking lot as a primary use is not compatible with some of the surrounding uses, nor does it conform to the characteristics of the Multi-family Community place type.

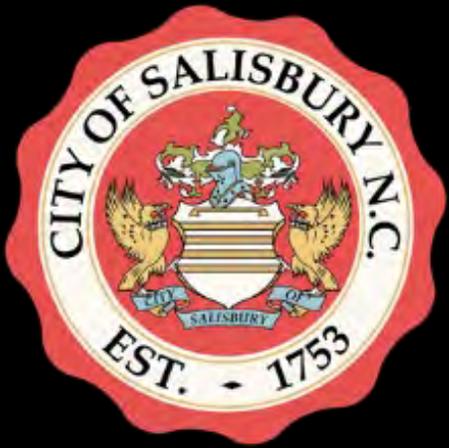


Planning & Zoning Analysis

PLAN REVIEW

Planning Board Recommendation:

This proposal was presented to Planning Board at their courtesy hearing on January 23, 2024. After deliberation, the Planning Board unanimously recommended denial, stating that the proposal is not consistent with the Forward 2040 Comprehensive Plan as submitted, and is not reasonable or in the public interest due to the incompatibility of the proposed uses and the existing neighborhood.



PETITION TO REZONE

Z-03-2023

CURRENT ZONING: General Residential (GR6) / Neighborhood Mixed Use (NMX)

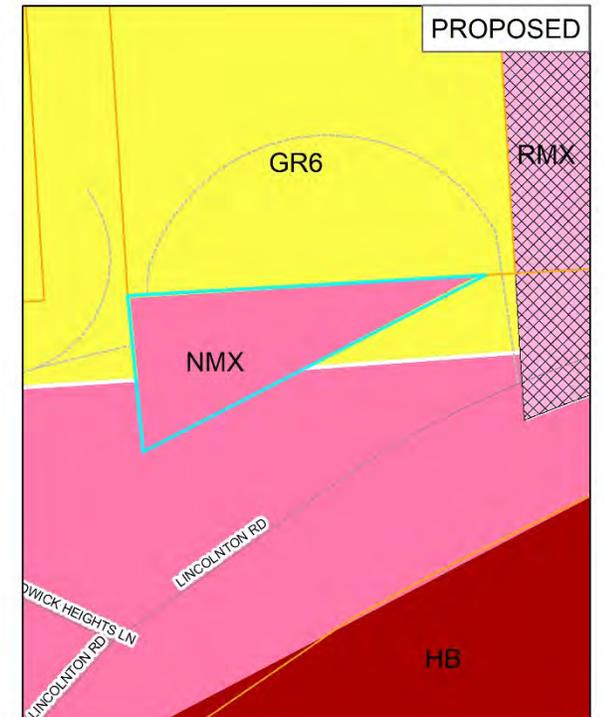
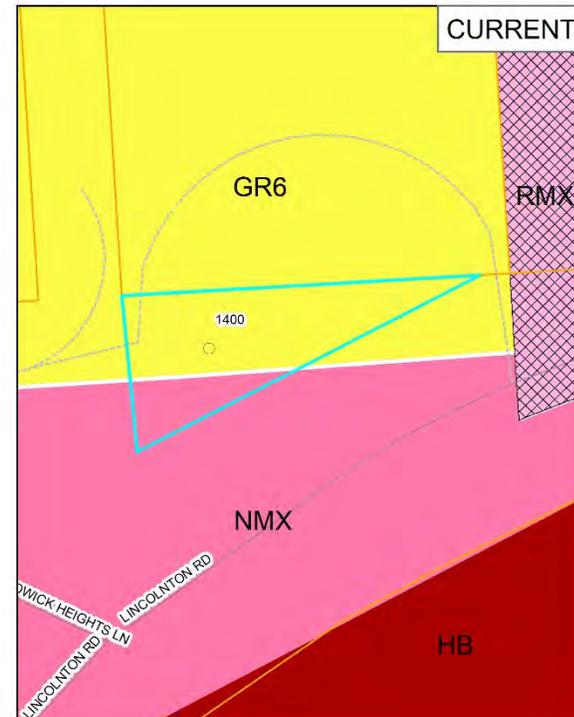
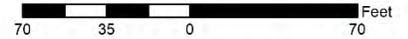
PROPOSED ZONING: Neighborhood Mixed Use (NMX)

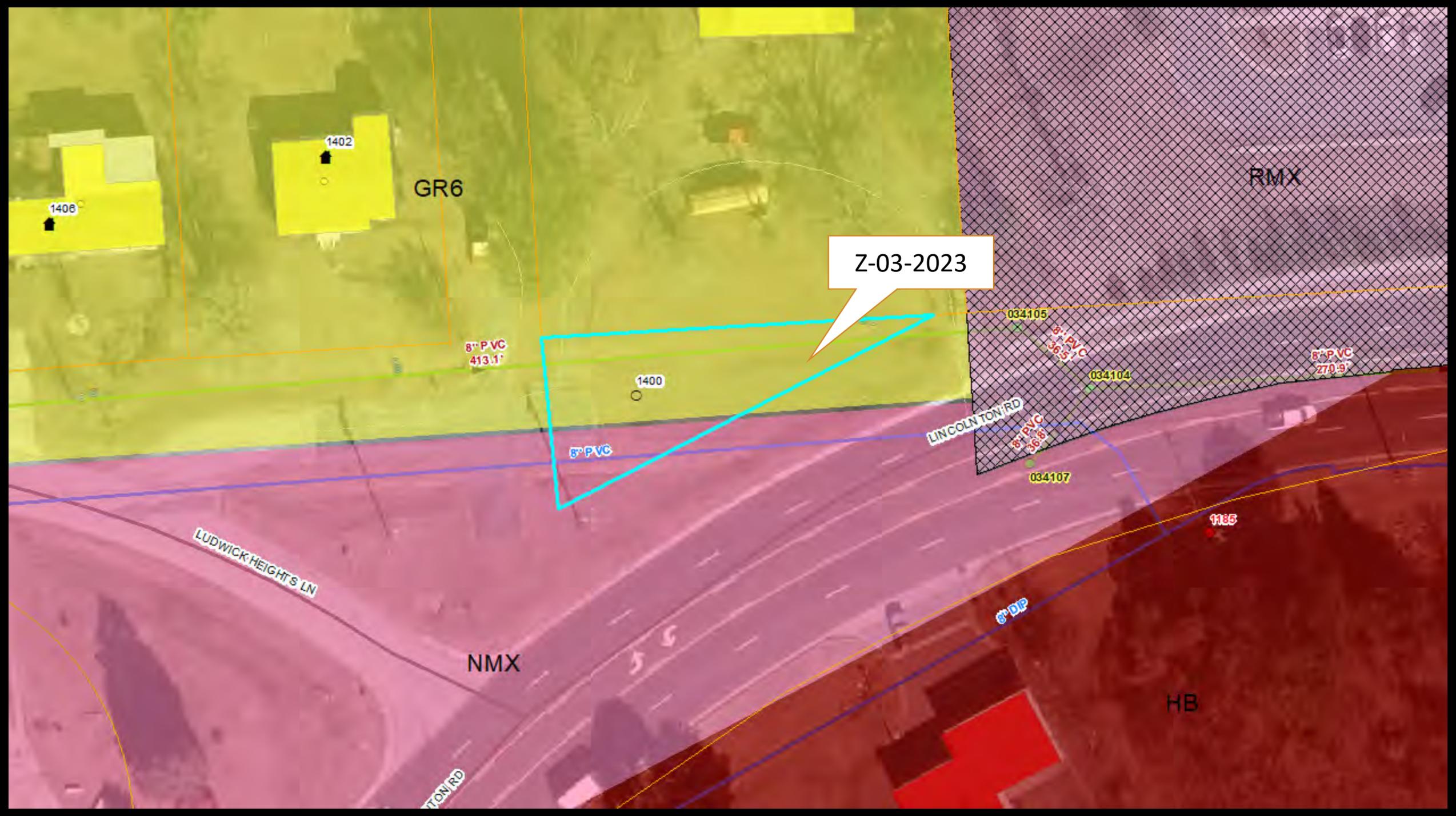
Z-03-2023: 1400 LINCOLNTON RD

Parcels : 061 009

Current Zoning: General Residential (GR-6) & Neighborhood Mixed-Use (NMX)

Proposed Zoning: Neighborhood Mixed-Use (NMX)





GR6

RMIX

Z-03-2023

8" PVC
413.1'

1400

8" PVC

LINCOLN TON RD

034105

034104

8" PVC
270.9'

034107

LUDWICK HEIGHT'S LN

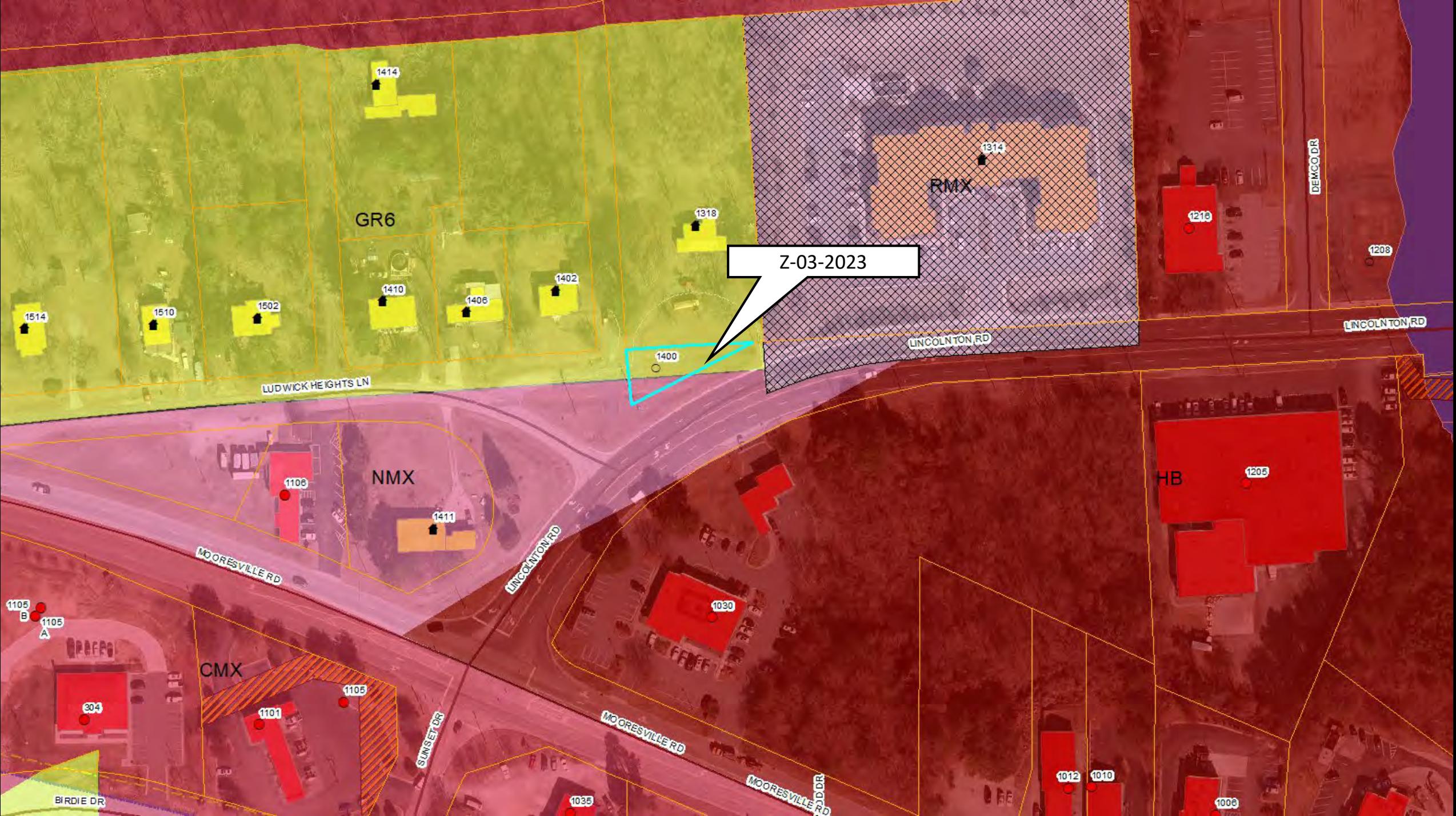
NMX

8" DP

1185

HB

TON RD



Z-03-2023

GR6

RMX

NMX

CMX

HB

LUDWICK HEIGHTS LN

LINCOLNTON RD

MOORESVILLE RD

LINCOLNTON RD

LINCOLNTON RD

DEMCO DR

SUNSET DR

BIRDIE DR

MOORESVILLE RD

MOORESVILLE RD

1414

1318

1314

1514

1510

1502

1410

1408

1402

1400

1108

1411

1105 B

1105 A

1030

1105

1101

1035

1012

1010

1008

1216

1208

1205

304



1402

1400

LUDWICK HEIGHTS LN

LINCOLN RD

8" PVC
43.3'

6" PVC

034105

8" PVC
36.5'

034104

6" PVC
77.6'

8" PVC
36.5'

034107

6" DIP



Z-03-2023

Grants Creek

Grant St

Mooresville Rd

Taqueria Guanajuato
Mexican

Lincolnton Rd

State Employees
Credit Union

Sunset Carwash

Mooresville Rd

Integrity Auto Repair

KFC
KFC®

NAPA Auto Parts -
Flowers Auto Parts
Auto parts store

Food Lion

Cauldron Tech NC
Temporarily closed

Castlewood Dr

Spectrum Store
Visit the
Spectrum Store

COVID-19 Drive-Thru
Testing at Walgreens
Shop With
Walgreens & Save

Lincolnton Rd

Mavis Tires & Brakes
Need An Oil Change?

F&M Bank -
Jake Alexander...

Oasis Salon & Spa

Jiffy Lube

Dunkin'

Il Colosseo Italian
Restaurant and Pizzeria
Italian • SS

Take 5 Oil Change

JF Hurley

Nov
Rehabilitati...

Pinehurst S

601

150

150

601

601

150

Great Clips®

| BASE DISTRICT | T3 | |
|---|--------|--------|
| | GR | NMX |
| Residential | | |
| Dwelling-Single Family | P | P |
| Dwelling-Multifamily 4 units/bldg. or less | PND | P |
| Dwelling-Multifamily more than 4 units/bldg. | — | P |
| Dwelling-Secondary | SUP/CD | P |
| Family Care Home (6 or less residents) | P | P |
| Home Occupation | PS | — |
| Housing Service for the Elderly | PS | P |
| Live-Work Unit | — | PS |
| Manufactured Housing | — | — |
| Lodging | | |
| Bed and Breakfast | P | P |
| Hotel/Motel/Inn | — | — |
| Rooming or Boarding House | — | — |
| Office / Service | | |
| Animal Services | — | P |
| Banks, Credit Unions, Financial Services | — | P |
| Business Support Services | — | P |
| Child Care Home | PS | PS |
| Child Care Center in Residence | SUP/CD | PS |
| Commercial Child Care Center | — | PS |
| Community Service Organization | — | P |
| Drive Thru Service | — | PS |
| Equipment Rental | — | — |
| Funeral Home | — | P |
| Group Care Facility (More than 6 residents) | — | PS |
| Government Services | SUP/CD | SUP/CD |
| Laundry Services | — | P |
| Medical Clinic | — | P |

Permitted Uses

Residential, Lodging, Office/Service Categories

Permitted Uses

Office/Service, Retail, Entertainment Categories

| | T3 | T1 |
|--|----|--------|
| BASE DISTRICT | GR | NMX |
| Office / Service (cont.) | | |
| Outdoor Kennels | — | — |
| Post Office | — | P |
| Professional Services | — | P |
| Residential Treatment Facility | — | SUP/CD |
| Studio: Art, dance, martial arts, music | — | P |
| Vehicle Services: Minor Maintenance/Repair | — | P |
| Vehicle Services: Major Repair/Body Work | — | — |
| Retail / Restaurant | | |
| Alcoholic Beverage Sales Store | — | SUP/CD |
| Auto Parts Sales | — | P |
| Bar/Tavern/Night Club | — | SUP/CD |
| Drives-Thru Retail/Restaurant | — | — |
| Gas Station | — | PS |
| General Retail: 3,500 sf or less | — | PS |
| General Retail: 3,501 sf – 10,000 sf | — | SUP/CD |
| General Retail: 10,001 sf – 50,000 sf | — | — |
| General Retail: Greater than 50,000 sf | — | — |
| Restaurant | — | P |
| Vehicle or Heavy Equipment Sales | — | — |
| Entertainment / Recreation | | |
| Adult Establishment | — | — |
| Amusements, Indoor | — | — |
| Amusements, Outdoor | — | — |
| Cultural or Community Facility | — | P |
| Internet/Electronic Gaming | — | — |
| Meeting Facility | — | P |
| Recreation Facilities, Indoor | — | P |
| Recreation Facilities, Outdoor | P | P |
| Theater, Movie | — | — |
| Theater, Live Performance | — | P |

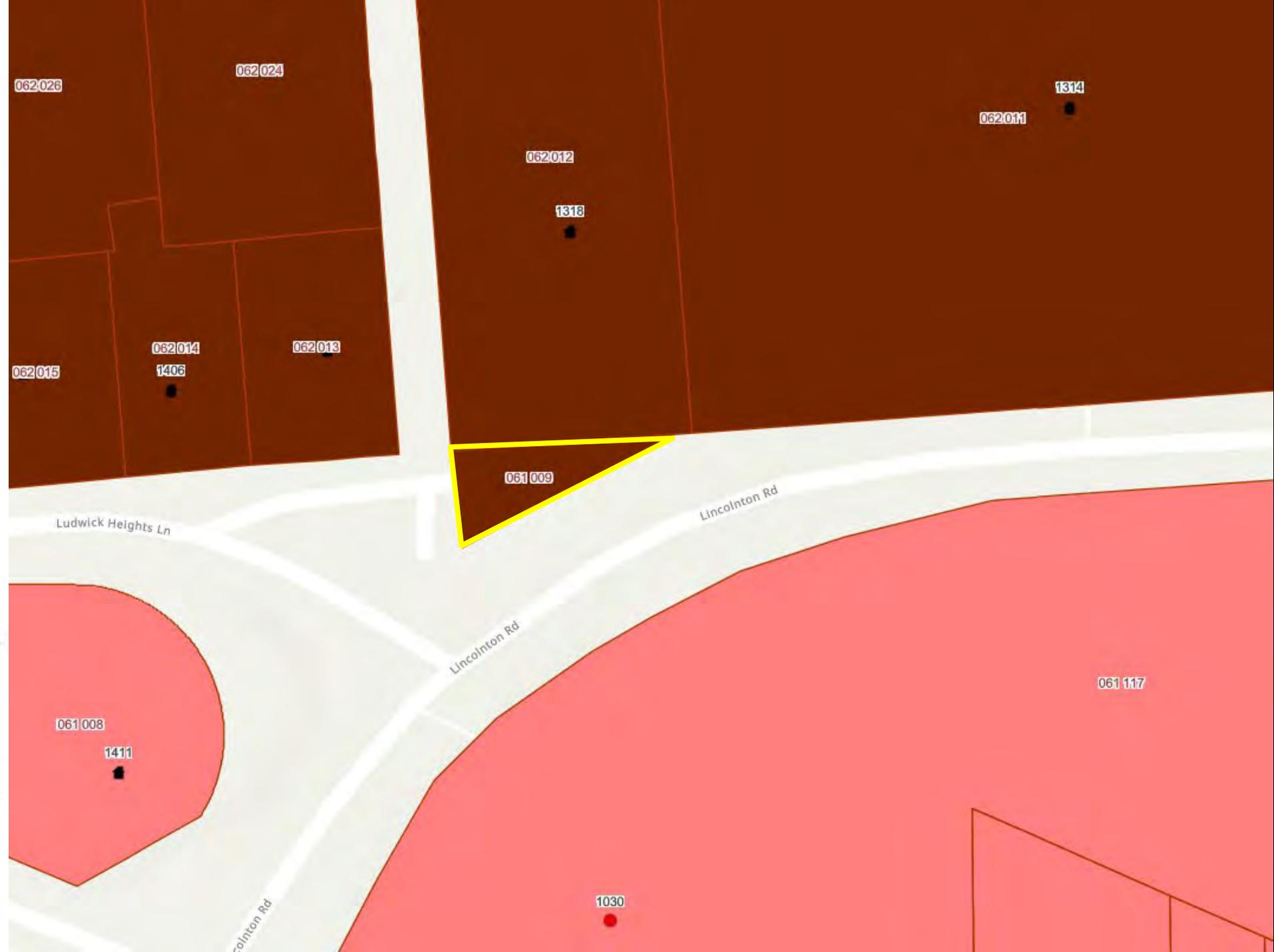
Permitted Uses

Manufacturing, Civic, Infrastructure Categories

| | T3 | T |
|---|--------|--------|
| BASE DISTRICT | GR | NMX |
| Manufacturing / Wholesale | | |
| Agriculture | --- | --- |
| Laundry, dry cleaning plant | --- | --- |
| Manufacturing, Light | --- | --- |
| Manufacturing, Neighborhood | --- | P |
| Manufacturing, Heavy | --- | --- |
| Media production | --- | --- |
| Metal products fabrication, machine or welding shop | --- | --- |
| Mini-Warehouse | --- | --- |
| Research and development | --- | --- |
| Storage: Outdoor Storage Yard as a primary use | --- | --- |
| Storage: Warehouse/Indoor Storage | --- | --- |
| Wholesaling and distribution | --- | --- |
| Civic / Institutional | | |
| Campground | --- | --- |
| Cemetery | --- | PS |
| College/University | --- | SUP/CD |
| Hospital | --- | SUP/CD |
| Public Safety Station | SUP/CD | PS |
| Religious Institution | P | P |
| School: Elem. & Secondary | P | P |
| School: Vocational/Technical | --- | P |
| Transportation / Infrastructure | | |
| Air Transportation | --- | --- |
| Parking Lot (primary use) | --- | P |
| Parking Structure (primary use) | --- | SUP/CD |
| Road/Rail Transit - Passenger | --- | P |
| Road/Rail Freight/Courier/Trucking | --- | --- |
| Utilities-Class 1 | P | P |
| Utilities-Class 2 | SUP/CD | P |
| Utilities-Class 3 | --- | --- |
| Wireless Telecomm Facility: Stealth | PS | PS |
| Wireless Telecomm Facility: Tower | --- | --- |

Future Land Use Map Category

- TN - Traditional Neighborhood
- SN - Suburban Neighborhood
- MFC - Multi-family Community
- EN - Emerging Neighborhood
- FN - Future Neighborhood
- RN - Rural Residential
- OSP - Open Space
- IC - Institutional Center
- EC - Employment Center
- DTC - Downtown Center
- AC - Activity Corridor
- HCC - Highway Commercial Corridor
- RCC - Regional Commercial Center
- CAC - Community Activity Center
- NAC - Neighborhood Activity Center
- POI - Public, Office, and Institutional
- PP - Production and Processing



Place Type: Multi-family Community

Multi-Family Communities are those that are generally formed as complexes or communities, with relatively unified housing types and densities. Often there are shared amenities such as playgrounds or community rooms and dedicated shared open spaces. Parking is usually located in surface parking lots, but can be in individual attached or detached garages. Primary land uses include apartments, townhomes, condos, or senior housing.

Examples include: The Grand on Julian, Gold Hill Apartments

PREDOMINANT LAND USES

- Multi-family apartments and condos
- Townhomes
- Senior housing

SUPPORTING LAND USES

- Designated green space or privately-maintained parks
- Small format commercial and office uses

CHARACTER

- Garden style, walk-up apartments
- Private roads, parking lots
- Parking is often in surface lots or detached garages
- Shared amenities including open space, playgrounds, pools, and community rooms



The Bexley in Huntersville, NC



Grand on Julian Apartments



Brenner Crossing Apartments park area

OPPORTUNITIES

- Orientation of buildings toward public space with parking in the rear
- Enhanced open space and community gathering spots
- New construction to occur in places that has access to opportunities for jobs and transit connections
- Architectural and design standards

CHARACTERISTICS OF URBAN FORM

| | Existing | Desired |
|---------------------|--|---|
| Buildings Heights | 2-3 Stories | 2-5 Stories |
| Setbacks | 10-50 from street or parking | 15-25 feet from street or parking |
| Block Length | 200-1,000 feet | 200-500 feet |
| Street Character | Single entry and exit, surface parking in front of buildings | Gridded, pedestrian-friendly |
| Parking | In front of and behind buildings | On-street, rear surface lots or in detached garages |
| Residential Density | 8-20 units per acre | 8-20 units per acre |

Forward 2040 Policies

- **Policy 5.5.3:** Promote infill development that is designed with compatible elements of nearby structures and in a manner that enhances or improves the character of the neighborhood.
- **Policy 4.6.11:** Locate new parking lots at the rear or side of buildings. Landscape parking lots to create a pedestrian friendly environment and to reduce the amount of impervious surface.



Planning Board Courtesy Hearing was held January 23, 2024.

Planning Board voted unanimously to recommend denial as submitted with a motion stating the map amendment is not consistent with the Forward 2040 Comprehensive Plan, and is not reasonable or in the public interest due to the incompatibility of the proposed uses and the existing neighborhood.



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

DISTRICT MAP AMENDMENT: **Z-03-2023**
Project Title: Lincolnnton Road
Petitioner(s): Sekeithia Moye
Owner(s): Sekeithia Moye
Representative(s) or Developer(s) Sekeithia Moye
Address: 0 Lincolnnton Road
Tax Map - Parcel(s): 061 - 009
Size / Scope: Approximately 0.113 acres
Location: Located at the intersection of Ludwick Heights Lane and
Lincolnnton Road, on the northern corner.

REQUEST:

**Request to amend the Land Development District Map
by rezoning one (1) parcel at 0 Lincolnnton Road (PID 061 009) from General Residential
(GR6) and Neighborhood Mixed Use (NMX) to Neighborhood Mixed Use (NMX).**

STATEMENT OF CONSISTENCY & RECOMMENDATION:

The Salisbury City Council held a public hearing and reviewed the petition on February 20, 2024. The Council finds that the rezoning petition of the aforementioned parcel is NOT CONSISTENT with the Salisbury Forward 2040 Comprehensive Plan, is not reasonable, or in the public interest due to inconsistency with:

Policy 5.5.3: Promote infill development that is designed with compatible elements of nearby structures and in a manner that enhances or improves the character of the neighborhood.

Policy 4.6.11: Locate new parking lots at the rear or side of buildings. Landscape parking lots to create a pedestrian friendly environment and to reduce the amount of impervious surface.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT DISTRICT MAP OF THE CITY OF SALISBURY, NORTH CAROLINA, REZONING TAX MAP 061 PARCEL 009 FROM GENERAL RESIDENTIAL (GR6) AND NEIGHBORHOOD MIXED-USE (NMX) TO NEIGHBORHOOD MIXED-USE (NMX) APPROXIMATELY 0.113 ACRES. (PETITION NO. Z-03-2023)

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 January 23, 2024, unanimously voted to recommend denial as submitted, and stated that the request is not consistent with the Forward 2040 Comprehensive Plan; and

WHEREAS, the City Council held a properly-noticed public hearing at the regularly-scheduled City Council meeting on February 20, 2024; 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 Forward 2040 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 061 Parcel 009 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 the 'NMX' 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.

Date: 14/NOV/2023

Time: 10am-11AM

Location: Miller Recreation Center, Salisbury, NC

Petitioner: Sekeithia Moye and Jalal Paige

Contact Information: Email JalalPaige@ship.edu.com Vonaye@yahoo.com

Phone number Jalal Paige :610 730 3397 / Sekeithia Moye : 862 373 0250

Proposal for parcel 061-009

Good evening family of 1402 LUDWICK HEIGHTS LN I am contacting you today because you occupy a space no more than 250 feet away from

1400 Ludwick Heights Lane, Salisbury, NC. Which was recently acquired by Sekeithia Moye. Currently the property is an empty lot which is unkept. I am proposing to turn this vacant lot into a small parking lot.

For non-commercial vehicles which lies in the interest of me and my family. We invite you to attend a community committee meeting to discuss any question comments or concerns. Regarding this matter or future of this space in the community.

Hopefully I can see you there warmest regards.

Jalal Paige

MAILING LIST

| NAME | ADDRESS | CITY | STATE |
|------------------------------|-------------------------|-----------|-------|
| STATE EMPLOYEES CREDIT UNION | PO BOX 26807 | RALEIGH | NC |
| LIVINGSTONE COLLEGE INC | 701 W MONROE ST | SALISBURY | NC |
| ALONSO MARIA I & | 1406 LUDWICK HEIGHTS LN | SALISBURY | NC |
| CORTEZ ADRIANA DEL CARMEN | 1410 LUDWICK HEIGHTS LN | SALISBURY | NC |
| PEELER DORIS BEAN | 2430 BERKSHIRE DR | SALISBURY | NC |
| MOYE SEKEITHIA | 3255 HAWKSBILL ST SW | CONCORD | NC |
| POTEAT THOMAS DANIEL & WF | 1402 LUDWICK HEIGHTS LN | SALISBURY | NC |
| HOPE CREST LLC | PO BOX 160 | AYNER | SC |



NOTICE OF PUBLIC HEARING

Salisbury City Council will hold a public hearing Tuesday, February 20, 2024 during its 6:00 p.m. meeting to consider the following request. The regularly scheduled February 20, 2024 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, February 20, 2024 by contacting Connie Snyder at csnyd@salisburync.gov or 704-638-5234. 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-03-2023

Project Title: Lincolnton Road
Petitioner(s): Sekeithia Moye
Owner(s): Sekeithia Moye
Representative(s) or Developer(s) Sekeithia Moye
Address: 0 Lincolnton Road
Tax Map - Parcel(s): 061 - 009
Size / Scope: Approximately 0.113 acres
Location: Located at the intersection of Ludwick Heights Lane and Lincolnton Road, on the northern corner.

REQUEST:

Request to amend the Land Development Ordinance and Land Development District Map by rezoning approximately 0.113 acres located on Lincolnton Road from General Residential (GR6) and Neighborhood Mixed Use (NMX) to Neighborhood Mixed Use (NMX).

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 public hearing. Changes may be made in the above proposal as a result of debate, objection, or discussion.

This the 9th day of February, 2024.

CITY COUNCIL OF THE CITY OF
SALISBURY, NORTH CAROLINA

BY: Connie Snyder
City Clerk

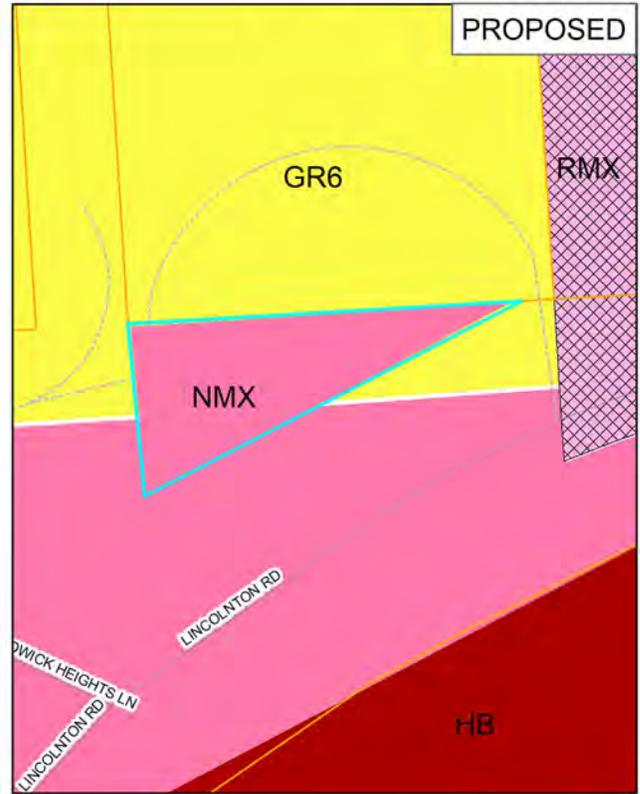
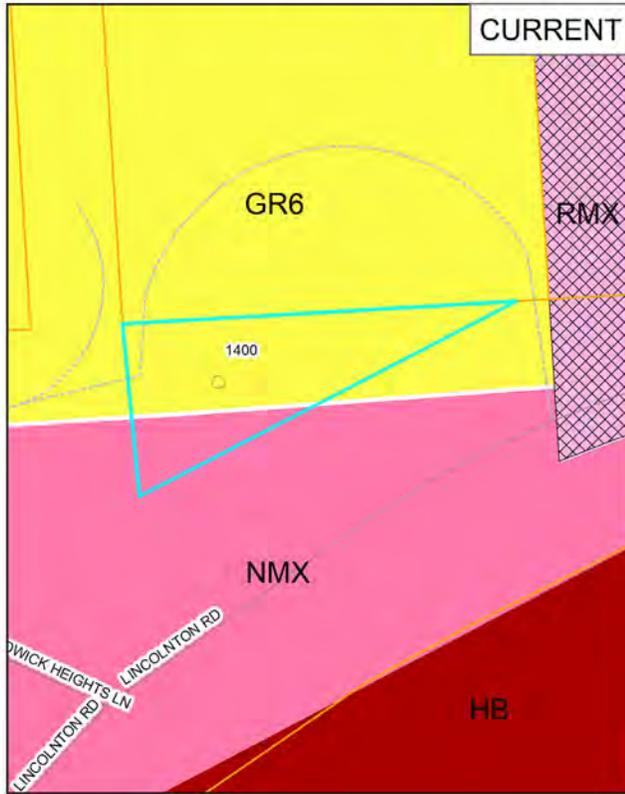
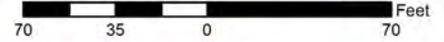
Z-03-2023: 1400 LINCOLNTON RD



Parcels : 061 009

Current Zoning: General Residential (GR-6) & Neighborhood Mixed-Use (NMX)

Proposed Zoning: Neighborhood Mixed-Use (NMX)



| PARCEL_ID | OWNNAME | TAXADD1 | CITY | STATE | ZIPCODE |
|-----------|------------------------------|-------------------------|------------|-------|------------|
| 061 008 | PEELER DORIS BEAN | 2430 BERKSHIRE DR | SALISBURY | NC | 28146-8810 |
| 062 013 | POTEAT THOMAS DANIEL & WF | 1402 LUDWICK HEIGHTS LN | SALISBURY | NC | 28147 |
| 062 014 | ALONSO MARIA I & | 1406 LUDWICK HEIGHTS LN | SALISBURY | NC | 28147-1391 |
| 062 011 | HOPE CREST LLC | PO BOX 160 | AYNER | SC | 29511 |
| 062 024 | HOFFNER GLENN C | 2704 BEAR POPLAR RD | MOUNT ULLA | NC | 28125-8694 |
| 062 015 | CORTEZ ADRIANA DEL CARMEN | 1410 LUDWICK HEIGHTS LN | SALISBURY | NC | 28147-1391 |
| 061 009 | MOYE SEKEITHIA | 3255 HAWKSBILL ST SW | CONCORD | NC | 28027-8980 |
| 062 012 | LIVINGSTONE COLLEGE INC | 701 W MONROE ST | SALISBURY | NC | 28144-5213 |
| 061 117 | STATE EMPLOYEES CREDIT UNION | PO BOX 26807 | RALEIGH | NC | 27611-6807 |



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Representative(s) or Developer(s) Sekeithia Moye
Address: 0 Lincolnton Road
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Citizens interested in the proposal are invited to participate in the public hearing. Changes may be made in the above proposal as a result of debate, objection, or discussion.

This the 4th day of February 2024.

CITY COUNCIL OF THE CITY OF
SALISBURY, NORTH CAROLINA

BY: Connie Snyder
 City Clerk



The Salisbury Planning Board held its regular meeting on Tuesday, January 23, 2024, at 4:00 p.m. with the following being present:

PRESENT: Larry Cartner, David Midgley, Tim Norris, Jon Post, PJ Ricks, Dennis Rogers, John Schaffer, John Struzick

STAFF: Victoria Bailiff, Senior Planner; Graham Corriher, City Attorney; Phillip Lookadoo, Director of Land and Development Services; Jennifer Pfaff, Senior Administrative Specialist

WELCOME GUESTS AND VISITORS

John Schaffer, Chair, called the Planning Board meeting to order at 4:00 p.m.

APPROVAL OF MINUTES

Planning Board Minutes of November 14, 2023 were approved by all members present.

NEW BUSINESS

Z-03-2023, 0 Lincolnton Road, Parcel 061 009; Applicant: Sekeithia Moye

Request

The applicant is requesting to rezone one split-zoned property along Lincolnton Road from GR-6 (General Residential) and NMX (Neighborhood Mixed Use) to NMX (Neighborhood Mixed Use).

Staff Presentation

Victoria Bailiff presented the request to the Board and noted that NMX is one of the associated districts for the Multi-Family Community place type, however, the possible uses for this property do not fit in with the Multi-Family Community description. The parcel is very small and has two public utility lines running through the property; the lines and associated easements would prohibit any structures from being built on this property. The only uses that do not require a structure and are permitted in NMX, would be Recreation Facilities, Outdoor and Parking lot as a primary use. This parcel is not suited for Outdoor Recreation facilities, leaving only Parking lot as a primary use. Therefore, staff has found the proposal is not consistent with Forward 2024 policies 5.5.3 and 4.6.1.

Ms. Bailiff responded to questions from the board:

- She does not know how the property became split-zoned, or why it is such an odd shape. The assumption is that a right of way acquisition may have had something to do with the strange aspects of this parcel.
- She verified the width of utility easements, and pointed out where other businesses are located in relation to the property.
- The applicant is requesting the entire parcel be rezoned NMX.

Applicant Comment

The applicant was not present.

Public Comment

Dr. Maria Lumpkin of Livingstone College, spoke in opposition to the request, saying the action would be detrimental to the college. Livingstone would be adversely affected by access issues, and the imposition to their property.

Thomas and Lisa Poteat live next to the parcel. They agree with the previous comments regarding the detracting from the neighborhood. Mr. Poteat added that the plan to build a parking lot is confusing, as the lot is very small.

Deliberation

Staff found the request to be inconsistent, and is unsure if a parking lot is possible due to landscape and size requirements. Members were concerned about the long-range issues when Livingstone begins their new development. They also questioned whether or not it would be classified as “spot-zoning.”

Consistency Statement

PJ Ricks made a motion: “The City of Salisbury Planning Board finds that the map amendment requested in petition Z-03-2023 **is NOT consistent** with the goals and policies of the adopted Forward 2040 Comprehensive Plan.”

Dennis Rogers seconded the motion. All members present voted AYE.

Recommendation to City Council

PJ Ricks made a motion: “The map amendment requested in petition Z-03-2023 is **NOT** reasonable, or in the public interest due to the incompatibility of the proposed uses and the existing neighborhood, therefore, the Planning Board recommends **DENIAL** of the request.”

John Struzick seconded the motion. All members present voted AYE.

STAFF UPDATES

Ms. Bailiff announced that the new permitting system is up and running; they are in the process of working out and correcting any kinks that appear.

Phillip Lookadoo reported that Land and Development Services is hiring several positions; some new, and some that were recently vacated. He explained the process the department is using to keep up with the number of permits coming in, namely, “Walk-In Wednesday,” which will be the only day walk-in customers can apply for permits. All others will be handled by appointment throughout the week.

Several members’ terms are ending in March, so it’s time to recruit. Ms. Bailiff said there will most likely be more meetings before then.

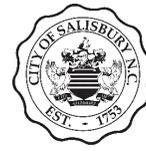
ADJOURN 4:44 p.m.

John Schaffer, Chair

Jennifer Pfaff, Secretary

DRAFT

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

Name of Group(s) or Individual(s) Making Request: City of Salisbury, Planning and Neighborhoods Department

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

Requested Agenda Item: Voluntary Annexation – 285 Peach Orchard Lane

Description of Requested Agenda Item:

A public hearing concerning the voluntary annexation of Peach Orchard Lane, parcel 407B043 was scheduled for February 20th, 2024. The hearing has been properly advertised, and staff finds the request to meet the standards of NCGS 160A-58.1. Therefore, after the public hearing, City Council will consider adopting an Ordinance for the annexation of 11.0855 acres on Peach Orchard Lane, identified as parcel 407B043, effective February 20th, 2024.

Attachments: Yes No

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

The current tax value of the property is \$130,773. The current development plan is for a mini warehouse and outdoor storage. The value of those improvements are \$500,000 with future expected annual tax revenue of \$3,885. 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 parcel 407B043, 11.0855 acres, per NCGS 160A-58.1, effective upon adoption.

Contact Information for Group or Individual:

Hannah Jacobson, 704-638-5230, Hannah.Jacobson@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*****

“AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SALISBURY, NORTH CAROLINA, TO INCLUDE 11.0855 ACRES, TAX MAP 407B PARCEL 043, 285 PEACH ORCHARD LANE.

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 February 20th, 2024 at 6:00 p.m. after due notice by publication on February 8th, 2024 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 20th day of February 2024. The survey plat that describes the annexed territory is that certain survey plat entitled Annexation Plat (Non-Contiguous) 285 Peach Orchard Lane, dated January 4th, 2024, and recorded in Book of Maps _____ Page _____, Rowan County Register of Deeds:

BEING THAT CERTAIN PARCEL OF LAND LOCATED IN THE LITAKER-5 TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A1/2” NEW IRON ROD LOCATED WITHIN THE RIGHT-OF-WAY OF PEACH ORCHARD LANE (A 50’ PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING LOCATED ON THE NORTHERN LINE OF LOT 1 OF THE REDHAVEN ACRES SUBDIVISION AS DESCRIBED

IN MAP BOOK 9995, PAGE 2705; THENCE WITHIN THE RIGHT-OF-WAY OF PEACH ORCHARD LANE N 41°48'18" W A DISTANCE OF 593.24' TO A 1/2" NEW IRON ROD; THENCE N 43°47'47" E A DISTANCE OF 9.35' AN EXISTING CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHEASTERN MARGIN OF THE RIGHT-OF-WAY OF PEACH ORCHARD LANE AND THE SOUTHEASTERN MARGIN OF THE RIGHT-OF-WAY OF HARDER STREET (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY); THENCE CONTINUING WITH THE SOUTHEAST MARGIN OF HARDER STREET N 43°47'47" E A DISTANCE OF 527.20' TO A 1/2" NEW IRON ROD LOCATED AT THE WESTERN MOST CORNER OF THE DEPARTMENT OF TRANSPORTATION PROPERTY AS DESCRIBED IN DEED BOOK 1216, PAGE 437; THENCE WITH THE AFORESAID DEPARTMENT OF TRANSPORTATION PROPERTY TWO (2) COURSES AND DISTANCES: 1) S 52°08'13" E A DISTANCE OF 157.63' TO A 1/2" NEW IRON ROD; 2) N 54°39'39" E A DISTANCE OF 113.53' TO A 1/2" NEW IRON ROD LOCATED SOUTHWEST MARGIN OF THE RIGHT-OF-WAY OF RIDGE STREET (A 40' PUBLIC RIGHT-OF-WAY); THENCE WITH THE SOUTHWEST MARGIN OF RIDGE STREET THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 39°30'54" E A DISTANCE OF 291.68' TO A 1/2" NEW IRON ROD; 2) S 34°00'18" E A DISTANCE OF 325.00' TO A 1/2" NEW IRON ROD LOCATED AT THE NORTHERN MOST CORNER OF THE FRANCISCO SANCHEZ LUCIANO PROPERTY AS DESCRIBED IN DEED BOOK 1408, PAGE 253; THENCE WITH THE AFORESAID LUCIANO PROPERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S 49°17'17" W A DISTANCE OF 321.50' TO A 1/2" NEW IRON ROD; 2) S 41°17'43" E A DISTANCE OF 150.00' TO A 1/2" NEW IRON ROD LOCATED ON THE NORTHERN LINE OF THE AFORESAID LOT 1 OF THE REDHAVEN ACRES SUBDIVISION; THENCE WITH THE AFORESAID LOT 1 N 87°27'43" W A DISTANCE OF 416.00' TO THE POINT OF **BEGINNING**, HAVING AN AREA OF 482,883 SQ. FT. (11.0855 ACRES) ACCORDING TO A SURVEY BY CLONINGER BELL SURVEYING & MAPPING, PLLC DATED JANUARY 4, 2024, FILE NO. 3592.

Section 2. Upon and after the 20th day of February, 2024, 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 20th day of February, 2024.

Karen K. Alexander, Mayor

ATTEST: _____
Connie B. Snyder, NCCP
City Clerk

Date: 11/13/2023



PETITION REQUESTING VOLUNTARY ANNEXATION
FOR 285 Peach Orchard Lane

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 ^{407B} PCL <u>043</u> | <u>Hector Delgado</u> |  | <u>1145 Lawing Dr China Grove, NC 28023</u> |
| TM PCL _____ | _____ | _____ | _____ |
| TM PCL _____ | _____ | _____ | _____ |
| TM PCL _____ | _____ | _____ | _____ |
| TM PCL _____ | _____ | _____ | _____ |

(Attach additional petition forms if needed)

Form Revised 2-08

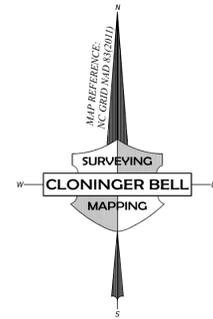
Contact Person Jason Dolan Telephone Number 704-900-4945

For Office Use Only:

Total number of parcels 1 Number Signed 1 % Signed 100 Date Returned 11/27/2023
Contiguous per GS 160A-31 _____ or Non-contiguous "satellite" per GS 160A-58 (check one)

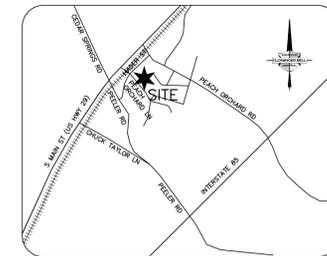
CITY OF SALISBURY

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



NON-CONTIGUOUS ANNEXATION PLAT

PREPARED FOR
GWTSS MANAGEMENT LLC
 285 PEACH ORCHARD LN
 LITAKER-5 TOWNSHIP, ROWAN COUNTY, NC
 DEED REFERENCE: 1210-598; MAP REFERENCE: 9995-677
 PARCEL: 407B043



VICINITY MAP
 NOT TO SCALE

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 _____

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 ANNEXATION AREA.

ANNEXATION AREA
 482,883 SQ. FT. OR 11.0855 ACRES

DEPARTMENT OF TRANSPORTATION
 D.B. 1216, PG. 437
 M.B. 9995, PG. 677
 PARCEL 407B042

HADER STREET
 VARIABLE WIDTH PUBLIC R/W
 M.B. 9995, PG. 677
 D.B. 1210, PG. 598

RIDGE STREET
 M.B. 9995, PG. 677
 D.B. 1210, PG. 598

HECTOR DELGADO
 D.B. 1210, PG. 598
 M.B. 9995, PG. 677
 PARCEL 407B043

FRANCISCO SANCHEZ LUCIANO
 D.B. 1408, PG. 253
 M.B. 9995, PG. 677
 PARCEL 407B072

MIGUEL PACHECO
 MARIA JUANA PACHECO
 ELVIN LOPEZ PACHECO
 D.B. 1434, PG. 624
 LOT 1
 REDHAVEN ACRES M.B.
 9995, PG. 2705 PARCEL
 407C050

SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN

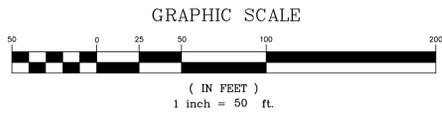
I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE: 1210-598); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION 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 JANUARY, A.D. 2024.

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

Justin F. Cloninger 1-4-24
 JUSTIN F. CLONINGER, NCPLS L-4430 DATE
 email: justin@cloningerbell.com



- LEGEND:**
- CP - CALCULATED POINT
 - D.B. - DEED BOOK
 - EIP - EXISTING IRON PIPE
 - EIR - EXISTING IRON ROD
 - EN - EXISTING NAIL
 - M.B. - MAP BOOK
 - NIR - 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)



FLOOD CERTIFICATION
 THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT 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, ZONE X

SURVEYING
CLONINGER BELL
MAPPING

CLONINGER BELL
 SURVEYING & MAPPING, PLLC
 107 RIVERSIDE DR.
 MCADENVILLE, NC 28101
 704.864.9007
 LICENSE P-2326

| | | | | | |
|--------------|---------------|----------|------------------|--------------------------|------------------|
| CREW: CBS | DRAWN: TLM | REVISED: | SCALE: 1"=50' | DATE: JANUARY 4, 2024 | FILE NO. 3592 |
|--------------|---------------|----------|------------------|--------------------------|------------------|

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: 02/20/2024

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

Name of Presenter(s): Malikia Cherubala, Planner, & Hannah Jacobson, Planning Director

Requested Agenda Item: Council to hold a Public Hearing in regard to the use of Community Development Block Grant (CDBG) program funds from the U.S. Department of Housing & Urban Development (HUD).

Description of Requested Agenda Item:

The City of Salisbury receives federal formula funds annually from the U.S. Department of Housing & Urban Development (HUD). As a condition of receiving these funds, the City is required to develop an annual Action Plan & Budget that outlines the community development goals on which it will focus these funds.

The Program Year (PY) 2024 Action Plan & Budget covers the period between July 1, 2024 and June 30, 2025. During this period, the City anticipates receiving approximately \$305,000.00 to administer the CDBG program. An additional \$200,000 is expected through Salisbury's participation in the Cabarrus/Iredell/Rowan HOME Consortium.

The funds will be used to meet the goals and objectives established and approved by the Salisbury City Council and articulated in the City's 2020-24 Consolidated Plan. The Consolidated Plan describes community needs and determines local priorities for using public resources to assist low- and moderate-income (LMI) residents of Salisbury over a five-year period. The 2020-24 Consolidated Plan is available online at www.salisburync.gov/housing.

Council will be asked to approve the PY 2024 CDBG Action Plan & Budget at a subsequent meeting, once the period of citizen participation and consultation has concluded and all feedback on the Draft Plan & Budget has been reviewed by staff.

Citizen input is also sought regarding Amendment #2 to the Program Year 2020 Annual Action Plan. This amendment proposes to reallocate \$60,000 of CDBG-CV funds from Small Business Assistance to Homelessness Prevention Coordination. Input is also sought regarding Amendment #1 to the Program Year 2023 Annual Action Plan. This amendment proposes to reallocate \$45,000 of prior year unspent funding to complete an extension of the Memorial Park Greenway to Best Street. Copies of the draft amendments can be found online at <https://salisburync.gov/Government/Planning-and-Neighborhoods/Grants-and-Incentives/Community-Development-Block-Grant> or in person at the City Office Building at 132 North Main Street.

Attachments: Yes No

Action Requested of Council for Agenda Item: Council to hold a public hearing for interested parties to express ideas and interest in the use of CDBG funding.

Contact Information:

Hannah Jacobson, Planning and Neighborhoods, (704) 638-5230, Hannah.Jacobson@salisburync.gov.

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Declined

Reason:

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

Requested Agenda Item: Council to consider awarding Shelter Ministries of Rowan County in conjunction with Rowan Helping Ministries \$487,247.000 of HOME Investment Partnership - American Rescue Plan (HOME-ARP) grant funds to construct at least 10 units of permanent supportive housing.

Description of Requested Agenda Item: In response to the COVID-19 pandemic, Congress appropriated \$5 billion in American Rescue Plan funds to be administered through the HOME Investment Partnership to address the need for housing and services for those experiencing homelessness or who are at risk of homelessness.

Through the City's participation in the Cabarrus/Iredell/Rowan HOME Consortium, Salisbury has received \$525,940.00 to assist those experiencing homelessness or those at risk of homelessness with housing. On December 5, 2023 Council voted to allocate the funding toward the development and support of affordable housing. \$487,247.00 is available to allocate to projects, and \$38,693.00 is available for administrative costs.

Shelter Ministries of Rowan in conjunction with Rowan Helping Ministries submitted an application on January 15, 2024 (Attachment A). As detailed in the application, HOME-ARP funding would allow Shelter Ministries to construct 10-units of permanent supportive housing. City Council has previously approved a conditional district overlay for the development which would be located at the corner of North Shaver Street and East Council Street (Attachment B) on December 5, 2023. Residents of the permanent supportive units are eligible for case management by Rowan Helping Ministries' staff and have access to onsite supportive services, as well as to services offered by community partners at their facilities.

Planning and Neighborhoods staff have worked in close collaboration with staff from Rowan County, the Cabarrus/Iredell/Rowan HOME Consortium, and Rowan Helping Ministries to ensure the proposed project will meet the requirements of the HOME-ARP program. \$38,693.00 is available for to ensure proper administration of the project pre-, during, and post- construction. Staff is collaborating with Rowan County to issue a joint Request for Qualifications to organizations with experience in administering HOME projects. Rowan County is anticipated to support the project with their allocation of HOME-ARP funds (\$738,812).

Attachments: Yes No

Attachment A – Shelter Ministries HOME-ARP Project Proposal

Attachment B – CD-04-2023 First Horizon Conditional District Master Plan

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)*

Funding has been appropriated in the FY24 Budget.

Salisbury City Council Agenda Item Request Form



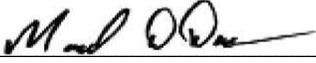
Action Requested of Council for Agenda Item: Council to consider authorizing the City Manager to enter into a contract with Shelter Ministries of Rowan County in the amount of \$487,247.00 to develop 10 units of permanent supportive housing with funds available through the HOME-ARP program.

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

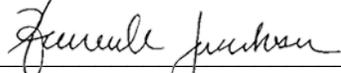
Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

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

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:

Shelter Ministries of Rowan County
First Horizon Permanent Supportive Housing Community
City of Salisbury HOME-ARP Project Proposal

January 15, 2024

PROJECT NARRATIVE

Provide a concise description of the proposed project, indicating specifically how HOME-ARP funds will be used. Shelter Ministries of Rowan County is proposing the construction of 8 one-bedroom and 2 two-bedroom permanent supportive housing (PSH) units adjacent to three existing permanent supportive houses on the Rowan Helping Ministries campus. These units are part of our effort to end homelessness for Rowan County citizens who need permanent supportive housing but have encountered barriers to obtaining and sustaining stable housing. Shelter Ministries of Rowan County owns all land and facilities used by Rowan Helping Ministries to provide services.

The one-story units, designed as duplexes, will include adjacent tenant parking, solar outdoor lighting, and other energy-efficient features to enhance energy savings. This project also includes a community green space, featuring a covered picnic gazebo. The green space serves as a multifunctional area designed to foster a sense of belonging and well-being among residents and the surrounding community. This inviting space will offer a tranquil environment where residents can connect with nature, socialize, and engage in recreational activities. The covered picnic gazebo provides a shaded and sheltered spot for residents and visitors to enjoy outdoor meals, gather for events, or simply relax amidst the beauty of the surroundings.

Each unit will also feature a tenant garden, which offers numerous benefits for the residents, including encouraging social interaction and community-building, and serving as a source of fresh produce, promoting healthy eating habits, and providing residents with nutritious food options.

The site for this project is located on the Rowan Helping Ministries campus on the outskirts of Salisbury's vibrant historic downtown on a quiet residential street. It is within easy walking distance of two public parks, Tar Branch Park and Cannon Park, as well as the Park Avenue Community Center. The neighborhood benefits from proximity to the central business district and access to public transportation. The neighborhood and surrounding areas have ample, well-maintained sidewalks and there are numerous crosswalks to facilitate pedestrian safety.

There is a bus stop located on the campus, and a second bus stop is located directly adjacent to the campus. Many services, businesses, and other facilities that may be used by program participants are located along the Salisbury bus routes, including the Salisbury Veterans Affairs Medical Center, Novant Rowan Medical Center, Rowan Department of Social Services, and Rowan-Cabarrus Community College.

Rowan Helping Ministries pays for city bus transportation for housing program participants who do not have their own transportation but need to access services, commute to work, or meet

other case plan goals at locations near city bus routes. Staff also arrange transportation through Lyft or taxi service if housing program participants need to travel to locations outside of Salisbury or not situated on city bus routes.

The target population for the units is individuals and households who are homeless. Residents of the new permanent supportive units will be eligible to receive case management by Rowan Helping Ministries staff and will have access to onsite supportive services as well as to services offered by community partners at their facilities.

This project is part of an ongoing tri-phase \$6 million capital campaign, which will add much-needed permanent and transitional housing onsite as part of an effort to end homelessness in the Rowan County community. Other components of this capital campaign include:

- Construction of two new transitional housing buildings that will house 12 apartments, 9 of which will be reserved for Veterans;
- Renovation of the historic R.B. Miller building to accommodate case management offices, counseling services, a dedicated peer support living room, and administrative offices;
- Remodeling of the Ralph W. Ketner Center to expand space for medical and mental health services; and
- Funding of a maintenance reserve to cover major equipment repairs and replacements.

List the amount of funding your organization is requesting in HOME-ARP funds from the City.

Shelter Ministries of Rowan County is requesting \$487,247 in HOME-ARP funds from the City of Salisbury towards the development of this project.

Describe how this project addresses the current challenges faced by your organization or the population your organization serves. Like many rural counties in North Carolina, Rowan County is challenged by high rates of poverty, addiction, and homelessness. The population this project will prioritize, individuals and households experiencing homelessness, are a particularly vulnerable population. In our community, the homeless population is disproportionately African American, and many are elderly, Veterans, suffer from physical or developmental disabilities, and/or struggle with addiction to drugs or alcohol.

The causes of homelessness are varied and unique to each individual, as are the pathways they travel to return to permanent, affordable housing. Unfortunately, there are housing shortages at almost every juncture. The need for more affordable housing has been well documented, but shortages also exist for other types of housing along the housing continuum, including permanent supportive housing. Supportive housing pairs affordable housing with tenancy support services that help people get housed and stay housed. It is an evidence-based intervention for people who experience chronic homelessness, unnecessary institutionalization,

and cycle between institutional settings and the streets. Currently, Rowan Helping Ministries is the only agency in our community offering permanent supportive housing to this population, but the turnover for these units is slow.

The shortage of permanent supportive housing, both locally and nationally, is a huge barrier to moving individuals experiencing homelessness to stable housing. In August 2023, of the 89 homeless guests living in Rowan Helping Ministries' shelter, 14 individuals were on the prioritized waiting list for PSH and housing financial assistance through the North Carolina Balance of State Continuum of Care. Last year, just 1 homeless citizen in our five-county region moved to PSH through this system.

According to the North Carolina Coalition to End Homelessness, the 2023 Point in Time (PIT) Count showed that there were 156 people experiencing homelessness in Rowan County on the date the annual 1-day census was conducted. These numbers were collected by teams of volunteers interviewing homeless individuals living in outdoor encampments, in cars, or in structures not suitable for human habitation and compiling data from agencies that provide shelter for homeless individuals and families. In the 2023 PIT Count, there were 142 adults and 14 children under the age of 18 who were homeless in the county – 88 were living in an emergency shelter, 12 in transitional housing, and 56 were unsheltered.

According to the North Carolina Coalition to End Homelessness (NCCEH), there are currently 148 PSH beds in our 5-county region (Region 5 of the Balance of State CoC), with a low annual turnover rate of approximately 22. The NCCEH estimates that our region needs at least 33 more beds to meet the need for this type of housing. Currently, North Carolina has an extensive waitlist for PSH and financial assistance.

By expanding the availability onsite permanent supportive housing, we can significantly expedite the process of helping individuals in our community experiencing homelessness move more quickly to permanent, stable housing destinations. Participants will have access to wraparound support services provided by Rowan Helping Ministries and community partners, further enhancing their chances of remaining stably housed and overcoming the challenges that led to their homelessness.

Describe the populations to be served. Describe the key demographic and economic characteristic of the clients to be served. All four qualifying HOME-ARP populations will be served by this project but individuals and households from Qualifying Population 1 (Homeless as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act) will be prioritized. A project-specific waitlist will be developed and maintained for this project. The homeless population that Rowan Helping Ministries serves is approximately 41% African American, 55% white, 3% American Indian/Alaskan Native, and 1% Native Hawaiian/Pacific Islander. Most have little or no income at the time of intake, and all meet the HUD definition of low income.

Describe the duration of time the project will serve the populations described above. The First Horizon Permanent Supportive Housing Neighborhood will serve individuals and households experiencing homelessness for the duration of its existence. Rowan Helping Ministries has a long track record of operating supportive housing; presently, the organization manages a total of 3 permanent supportive homes and 10 transitional supportive housing units on its campus. Shelter Ministries of Rowan County has been responsible for supervising the construction, renovation, and/or acquisition of these units, while Rowan Helping Ministries ensures their upkeep and operation, compliance with local, state, and federal housing regulations and funder requirements, and provision of essential supportive services to all residents.

As previously noted, Shelter Ministries of Rowan County owns all land and facilities used by Rowan Helping Ministries to provide services. According to Shelter Ministries of Rowan County's bylaws, one of its purposes is to hold legal title to real property and provide facilities for governmental bodies and agencies, public and private institutions, foundations and corporations, and individuals to engage in a cooperative ministry to persons in need in Rowan County. The land and facilities must always be used for this purpose, even if the programs are not provided under Rowan Helping Ministries' umbrella.

Provide a proposed timeline for the delivery of your proposed project. Shelter Ministries of Rowan County has extensive experience supervising the construction, renovation, and/or acquisition of supportive housing units, and Rowan Helping Ministries has a long and successful record of designing and implementing effective programs and operating supportive housing. The organizations will draw on that experience to construct and operationalize this new project quickly and smoothly. The timeline for this project is as follows:

Architectural Planning Phase (November 2023)

- Architectural plans were finalized by The Bogle Firm Architecture in November 2023. These plans will serve as the blueprint for the permanent supportive housing development, outlining the layout, design, and structural details of the project.

Environmental Review (January 2024)

- The environmental review process (as required by the North Carolina Housing Finance Agency SHARP program) will take place in January 2024.

Contractor Selection Phase (February 2024)

- We will initiate the bid process for contractors in February 2024. This process will involve inviting construction companies to submit their proposal and cost estimates for the project. We will use a sealed bid process.

- We will open bids in mid-February 2024. Our project team will carefully review and evaluate to contractor bids to ensure alignment with project requirements and budget constraints. If necessary, value engineering may be needed, and all contractors will have an opportunity to submit a new bid by late February 2024.
- We will select the most suitable contractor for this project in late February depending on the need for value engineering.

Pre-construction Preparations (March 2024)

- With the contractor selected, we will finalize contractual agreements and other necessary documentation to initiate the project, including securing all required permits and approvals to begin construction without delays.

Construction Phase (March 2024 - March 2025)

- We plan to break ground on this project in March 2024, commencing the construction phase.
- Over the course of that year, our project team will oversee the construction process, ensuring adherence to specifications and project milestone.
- The project team will regularly monitor progress, resolve any unforeseen challenges, and maintain open communications with the contractor to ensure that the project stays on track.

Project Completion and Resident Readiness (March 2025)

- By March 2025, we anticipate that the construction of the permanent supportive housing units will be completed.
- We will carry out thorough inspections and quality checks to ensure that all units meet the necessary standards for habitability and safety and prepare the units for occupancy.

Resident Move-In and Program Implementation (March 2025 onwards)

- Units will be open to residents in late March 2025.
- We will implement established policies and procedures for tenant selection, case management, documentation, reporting, and program evaluation.

Coordination and Operational Integration (Ongoing)

- Rowan Helping Ministries will leverage existing collaborations and partnerships with other service providers to establish seamless referral pathways and communication channels to connect residents to needed services.
- We will continuously coordinate efforts with our partners to provide a comprehensive and coordinated approach to addressing residents' needs.

- Drawing from our organization's extensive experience with operating supportive housing, we will integrate the new permanent supportive housing development into our services aimed at assisting individuals and families working to attain self-sufficiency.

PROJECT BUDGET

Provide a detailed project or program budget and narrative that specifically identifies how the requested HOME-ARP funds will be spent. Identify other sources of funding to be used implement your project or program in your budget. A detailed project budget is included with this application. This funding request will support the construction of 10 units of permanent supportive housing on the Rowan Helping Ministries campus. Detailed plans for these units are also included with this application.

The land on which these units will be constructed, a 36,600 square foot lot on the 400 block of East Council Street, comprises lots that were purchased in 2012 by Shelter Ministries of Rowan County. Therefore, no land acquisition costs were incurred for this project. These lots have been rezoned to create one parcel.

Chris Bradshaw, owner of C.S. Bradshaw Construction Company and Project Coordinator for this project, estimated the costs of the site work, parking, landscaping, and sidewalk construction to be \$74,750, based on standard costs for these items in Rowan County. He also estimated the total construction costs to be \$1,931,679, or approximately \$185 per square foot, based on consultation with several other local contractors and past experience building similar projects in Rowan County. Our Housing Development Consultant, Jess Brandes, Senior Director of Real Estate Development for CASA, concurred with his estimates based on the costs for the nearly-completed transitional housing project on our campus. The construction contingency represents 9.4% of the total estimated construction cost, which is a standard amount set aside for unforeseen costs, risks, events, or changes in scope that may affect this project's cost, particularly in the current economic environment of increasing costs for materials and labor.

Pete Bogle, owner of The Bogle Firm Architecture, is the architect for this project and is charging a flat fee of \$50,000 for his services. Other professional fees and services, such as those for the soils engineer, surveying, energy efficiency consultant, rezoning, real estate attorney, and housing development consultant are quoted costs provided by those professionals.

The furnishings and equipment line of this budget includes the installation of the security system and security cameras for this project.

ORGANIZATION INFORMATION/ORGANIZATION CAPACITY

Provide a brief summary of your organization's history and mission. Rowan Helping Ministries will provide the services to residents of the proposed PSH development. Born out of a cooperative effort among local churches to care for our community's most vulnerable members, Rowan Helping Ministries has been an integral part of the Rowan County community for 36 years. The organization provides shelter, sustenance, and compassionate, effective support to those in need, walking alongside individuals and families as they work to overcome challenges and achieve self-sufficiency and independence.

Rowan Helping Ministries' early focus was on providing essential services, including a community kitchen, a homeless shelter, food pantry, clothing center, and crisis financial assistance. As the needs of our community have changed and increased over time, the organization has expanded its services to include transitional and permanent supportive housing, life skills classes, employment preparation and training, onsite primary health care and behavioral health services, and substance abuse treatment provided through a partner agency.

Today, Rowan Helping Ministries' mission is to serve, through cooperative community action, our neighbors in Rowan County who are in crisis, by providing essential life needs and educating and empowering them to break the cycle of crisis.

Rowan Helping Ministries currently employs 34 full-time and 7 part-time staff members and provides a range of core services designed to transform lives and end homelessness in our community. Rowan Helping Ministries collaborates closely with numerous community partners, some of whom provide their services onsite for easy client access. Programs and services include:

Crisis Assistance Network: This homelessness prevention program provides emergency financial assistance for past due rent, utilities, and other critical needs. It provides vital financial assistance to individuals and families on the brink of eviction and utility disconnection to help stabilize them and overcome their immediate crises. Last year, \$482,205 in financial assistance was provided to the community through this program.

Food programs: Last year, 998,377 pounds of food was provided to our community through three food pantries in Rowan County, which distribute food sourced from community donations and the USDA TEFAP program, for which Rowan Helping Ministries is Rowan County's distribution site. The community kitchen, Jeannie's Kitchen, provides three daily meals for shelter guests and a daily noon meal for community members in need, and served 67,082 meals last year. The Food for Thought program, which has been managed by Rowan Helping Ministries since 2017, provides weekend supplemental food bags for food-insecure children in 28 Rowan-

Salisbury public schools. In the last fiscal year, Jeannie's Kitchen served 67,082 daily meals, and the Food for Thought program provided 36,447 bags to 1,067 students.

Shelter and shelter services: In 2014, Rowan Helping Ministries built a new shelter, accommodating around 100 guests, to serve the growing number of homeless citizens in Rowan County. Guests receive individualized case management and referrals to onsite and offsite services provided by community partners. Last year, the shelter provided 727 men, women, and children with 36,444 overnight stays.

New Tomorrows Life Skills, Employment, and Benefits Programs: The onsite New Tomorrows program provides life skills classes, computer skills training, financial literacy education, and job search preparation and assistance. The New Tomorrows program also hosts professionals from the community who teach classes on a wide range of topics, including budgeting, money management, credit recovery, managing chronic medical and mental health issues, and developing interpersonal skills. In the last fiscal year, 413 guests and clients took part in these classes.

Housing programs: Currently, Rowan Helping Ministries operates 10 transitional housing units and 3 permanent supportive houses on its premises. Construction has been completed on 12 additional transitional housing apartments, and residents will begin occupying the units in early 2024. The organization's housing program assists shelter guests and other homeless individuals locate and obtain safe, decent, and affordable housing, of which there is a shortage in our community. Residents are provided with tailored case management, including referral to onsite and community services; assistance with housing location and navigation; rent and utility assistance; essential household items; and housing transition and sustainability assistance. In the past year, Rowan Helping Ministries successfully helped 287 shelter guests secure stable, permanent housing.

Street Outreach Program: The Street Outreach Team focuses on addressing the immediate needs of unsheltered homeless community members by connecting them with supportive services including emergency shelter, housing, health services, and substance abuse and mental health treatment, with the goal of empowering them to overcome homelessness and secure permanent housing. In 2022, the Street Outreach Team engaged 229 individuals and connected them with an array of services, including shelter access, permanent housing, bus and train tickets, drug and alcohol detox, referrals to medical and mental health services, and assistance with obtaining photo IDs and other documentation. Of those engaged by the team, 50 were successfully housed, and 38 accessed shelter services.

In fiscal year 2021-2022, Rowan Helping Ministries provided \$2.56 million in services to about 9,000 adults and children through its programs. The depth of the services they provide and their strong partnerships with other local service providers uniquely situates the organization to

empower homeless and low-income citizens to break the cycle of crisis in their lives. As our community has encountered new challenges, such as the COVID-19 pandemic, the opioid crisis, inflation, and a lack of affordable housing, their programs and partnerships have evolved and expanded to meet local needs.

Describe your organization's experience with and ability to programmatically manage federal funds. Over the years, Rowan Helping Ministries has been awarded and has successfully managed government funding from the Emergency Solutions Grant (ESG) program, Community Development Block Grant (CDBG) funding through the City of Salisbury and the City of Kannapolis, USDA The Emergency Food Assistance Program (TEFAP), Housing Opportunities for Persons With AIDS (HOPWA), and FEMA funding through the Rowan County United Way and Rowan County. Rowan Helping Ministries has administered a VA Healthcare for Homeless Veterans (HCHV) contract program for over 12 years and a VA Grant and Per Diem (GPD) program since 2020. In 2021, the organization was awarded a \$450,000 VA Capital Grant through a competitive grant process for the construction of transitional housing on the organization's campus, and in 2023 it was awarded two-year, \$262,699 VA GPD Case Management grant. During the COVID-19 pandemic, the organization received and successfully managed more than \$1.9 million in state and local COVID funding from NCORR, NCDHHS ESG-CV, CDBG-CV, FEMA, and USDA.

SUPPORTING DOCUMENTS

Attached is (1) a narrative detailing the supportive services available to residents of the First Horizon permanent supportive housing neighborhood and (2) plans for the duplexes.

ATTACHMENT 1

Supportive Services Available to Rowan Helping Ministries Permanent Supportive Housing Residents

Once the resident has moved into their unit, they can access services through Rowan Helping Ministries that might be needed post-transition. Residents can get groceries monthly from the Food Pantry, clothing from the Clothing Center, a free noon meal daily from the onsite community kitchen, Jeannie's Kitchen, crisis financial assistance through the Crisis Assistance Network, and access to needed educational and skills classes through the New Tomorrows program. If the resident has school-aged children in their household, their assigned case manager will help them get enrolled in the Food for Thought program so that the child(ren) can receive shelf-stable food items to sustain them through the weekend. Residents can also get assistance with additional sustainability strategies, such as familiarizing themselves with their new neighborhood and creating opportunities for socialization (e.g., locating a place of worship, identifying parks and recreational activities in the area, obtaining a free library card and YMCA membership).

In addition to the wraparound services offered by the agency, Rowan Helping Ministries has partnerships and referral relationships with many public and nonprofit service agencies in our community.

Cabarrus Rowan Community Health Centers (CRCHC) provides guests and clients onsite primary care and behavioral health services, including a monthly support group teaching practical mental health strategies. Rowan Helping Ministries provides CRCHC clinical space in the Ketner Center building adjacent to the Crisis Assistance office to ensure easy access for residents.

S&H Youth and Adult Services (SHYAS) provides clinical behavioral health services for mental health disorders, substance use disorders, and co-occurring disorders. Residents can be referred to SHYAS for services as needed and requested. SHYAS will also operate the new Peer Support living room which will serve clients at the onset of a mental health crisis. The "living room" concept will enable a client to meet with a peer support specialist as soon as possible in a comfortable, calm environment to help de-escalate a mental health crisis and avoid hospitalization, which will help sustain clients in housing. SHYAS is nationally accredited and licensed by the North Carolina Department of Health and Human Services (NCDHHS) and the North Carolina Division of Health Service Regulation (NCDHSR).

Residents of the permanent supportive housing project will have access to the New Tomorrows educational program offerings, held onsite with the purpose of offering life skills and employability resources to those the organization serves to empower them to attain stability and self-sufficiency. The Employability Lab meets twice a week and is made possible by a partnership with Rowan-Cabarrus Community College's (RCCC) career services division. RCCC's instructors offer one-on-one assistance with job searches, resume writing, and other skills, and

also provide assistance with enrolling in RCCC classes. RCCC offers scholarships for many classes such as Forklift Certification and Truck Driver Training in preparation for obtaining a CDL.

Rowan Helping Ministries partners with several local financial institutions to help clients achieve financial stability. Operation HOPE, a nonprofit agency located at First Horizon Bank, teaches financial literacy skills to participants to help them develop their budgeting skills, improve their credit scores, and create a savings strategy so that they can achieve and maintain financial independence. Operation HOPE also offers free one-on-one financial counseling via Zoom appointment to program participants. Another partner, Woodforest Bank, provides budgeting classes and works with participants to secure bank accounts if they have had difficulty doing so at other banks.

Rowan Helping Ministries works with several partners to help those with prior criminal convictions or who have been incarcerated overcome barriers to securing employment. Project Re-Entry, which coaches formerly incarcerated individuals on soft skills, life skills, and marketing themselves to employers, is made possible through a partnership with Goodwill Career Connections. The local NC Works Career Center also provides services to individuals with criminal records. In addition to the services provided to all job seekers, individuals with a criminal record have access to the following resources: assistance with writing resumes and a “letter of explanation” detailing their criminal record and/or incarceration and indicating rehabilitative efforts; information about employer policies regarding hiring individuals with a criminal record; and workshops specific to addressing concerns of jobseekers with a criminal record.

Goodwill’s Employment Development Generates Enrichment (EDGE) program offers paid work experience opportunities, on-the-job training, career coaching, skills training options, and employment assistance for job seekers. NC Work Career Center’s NextGen Program helps youth ages 16-24 who have at least one barrier to employment locate and attain employment.

The NC Manufacturing Institute (NCMI) provides technical skills training and education for those seeking higher-paying jobs in the manufacturing industry, a major employment sector our region. C.A. DuPree Paralegal Services, a professional legal services entity certified by the Social Security Administration, helps clients secure Social Security, disability benefits, and other benefits for which they may qualify. Rowan Helping Ministries partners with Rowan County Department of Social Services (DSS) to help clients apply for services administered by that agency.

Through the New Tomorrows program, professionals from our community teach classes on a wide range of topics, including budgeting, money management, credit recovery, managing chronic medical and mental health issues, and developing interpersonal skills.

Several classes and support groups tailored to the needs of Veterans are offered weekly, including a weekly Veteran’s Wellness Recovery Action Plan (WRAP) support group and a Veteran’s employment preparation class held by representatives from NC Works and Veterans

Services of the Carolinas. Any qualifying Veteran can receive assistance with finding and securing employment, purchasing job-related clothing or tools, and transportation to their worksite. The U.S. Department of Labor also offers Veterans in-person career workshops through their Off-Base Transition Training (OBTT) Program.

Participants can also access health and personal empowerment classes and opportunities through New Tomorrows Partners. These include: the Carolinas CARE Partnership mobile unit, which comes to Rowan Helping Ministries every six weeks to connect those living with HIV or at risk of HIV to critical resources and information; Health & Hope classes, which feature a variety of empowering and inspiring speakers on topics relevant to those experiencing homelessness; and presentations from Campbell University School of Osteopathic Medicine medical students on a variety of health-related topics, including heart health, chronic pain, bladder health, HIV prevention, skin cancer prevention, prescription drug take-back programs, physical fitness, and nutrition.

Clients are able to give back to the community by participating in the planting, tending, and harvesting of the produce grown in the Garden of Eatin'. This volunteer-run community garden supplies fresh produce to feed our community through Jeannie's Kitchen. Guests and participants can also participate in the City of Salisbury's Adopt-A-Street Program, in which they help maintain the streets and sidewalks surrounding the Rowan Helping Ministries Campus by removing litter.

New Tomorrows' offerings may vary due to program changes, staff availability, or changing client needs. Rowan Helping Ministries is always seeking out new partnerships and developing new programs in response to community needs. Residents in Rowan Helping Ministries' First Horizon Permanent Supportive Housing project will have access to individualized case management and to the services they and their community partners provide if needed and desired.

1. Describe the methods used to determine client eligibility for permanent supportive housing? It's important that the units are designated for HUD's definition of Qualifying Populations (Section IV). How will you ensure and document that benefits are going to Qualifying Populations? Does RHM have established or intended preferences or prioritization criteria (i.e. victims of domestic violence, veterans, etc)? Will you maintain a waiting list? We will prioritize individuals and households who are literally homeless (Category 1). We will maintain a project-specific waitlist for this project (Note: We are required by the NCHFA SHARP program to use a project-specific waitlist). We will create a written tenant selection policy. Applicants will be selected in chronological order to the greatest extent possible. We use the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Prescreen Tool) to identify and prioritize individuals experiencing homelessness based on their vulnerability and needs. A VI-SPDAT score greater than 8 indicates that PSH may be an appropriate intervention for a client. Currently, we ask clients for 4 paystubs to verify income/employment. We will use the standard order of priority for documenting evidence to determine homeless/chronically homeless status: third-party documentation, intake worker observations through outreach/interview/assessment, and self-certification by the client.

2. Can you help us understand if you're defining Permanent Housing under the Continuum of Care (CoC), Emergency Solutions Grant (ESG), or Permanent Affordable Housing? We are using the CoC definition of permanent supportive housing.

3. Describe the process used for initial and annual income certifications? What is the process for establishing rent and utility allowances? How do you ensure that clients are not paying more than 30% of their income on housing related expenses? Will tenant based vouchers, or other forms of subsidy be layered? Rent will not exceed 30% of the participant's monthly household income/Low HOME rent limit, including utilities. We will use the Rowan County Housing Authority Preferred Utility Allowance initially until we determine trends in utility bills. We have reached out to each of the local Housing Authorities (Salisbury Housing Authority, Rowan County Housing Authority, and East Spencer Housing Authority). East Spencer Housing Authority is willing to amend its Annual Plan to include project-based voucher assistance by July 2025.

4. We need to understand sources of financing for the development project, detailed development costs, and have assurances that the project will start within 12 months of award. Please see attached budget.

5. As part of underwriting, we also need to understand the ongoing operating budget for things like administration, insurance, utilities and maintenance. Does RHM have a pro forma for the project we can review that might show how the project will stay solvent for the period of compliance (15 years)? A pro forma for this project is attached.

6. It'd be helpful to see a copy of the lease agreement they currently use to ensure there aren't conflicts with #19, pg. 35. A sample lease agreement is attached.

7. Confirm if all units will be designated for Qualifying Populations, or if a percentage are available for "low-income households". All units will be designated for Qualifying Population 1, currently literally homeless.

8. Do you have an Affirmative Fair Housing Marketing Plan or an ADA Self Compliance Plan (see attached)? We are in the process of developing these plans.

2024 HOME-ARP PROPOSAL: DEVELOPMENT BUDGET

| Cost Item | Cost to Project | Funded by Rowan County HOME-ARP | Funded by City of Salisbury HOME-ARP | Funded by NCHFA SHARP | Funded by Other Sources | Totals |
|---|-----------------|---------------------------------|--------------------------------------|-----------------------|-------------------------|-----------------------|
| Land Acquisition | N/A | | | | | |
| Site Improvements | \$74,750 | | | \$74,750 | \$0 | |
| TOTAL IMPROVED LAND | | \$0.00 | \$0.00 | \$74,750 | | \$74,750 |
| New Construction | \$1,931,679 | \$738,812 | \$290,855 | \$902,012 | \$0 | |
| General Requirements | \$193,168 | | | \$120,385 | \$72,783 | |
| Contractor Overhead and Profit | N/A | | | | N/A | |
| Construction Contingency * | \$529,960 | | \$196,392 | \$205,402 | \$128,166 | |
| TOTAL CONSTRUCTION | | \$738,812 | \$487,247 | \$1,227,799 | \$200,949 | \$2,654,807 |
| Architectural Design | \$30,000 | | | | \$30,000 | |
| Construction Inspection | \$8,400 | | | \$8,400 | \$0 | |
| Civil Engineer | \$10,000 | | | \$10,000 | \$0 | |
| Soils Engineer | \$20,000 | | | \$20,000 | \$0 | |
| Construction Insurance | \$9,000 | | | \$9,000 | \$0 | |
| Construction Loan Origination Fee | \$11,500 | | | \$11,500 | \$0 | |
| Construction Loan Interest | \$35,000 | | | \$35,000 | \$0 | |
| Water/Sewer Impact Fees | \$22,000 | | | \$22,000 | \$0 | |
| Survey | \$6,000 | | | \$6,000 | \$0 | |
| Property Appraisal | N/A | | | N/A | N/A | |
| Environmental Report ** | \$12,500 | | | \$12,500 | \$0 | |
| Title & Recording Fee | \$5,000 | | | \$5,000 | \$0 | |
| Cost Certification Fee | \$4,500 | | | \$4,500 | \$0 | |
| Real Estate Attorney | \$5,000 | | | \$5,000 | \$0 | |
| Rezoning Costs | \$5,000 | | | | \$5,000 | |
| Energy Efficiency Consultant *** | \$10,000 | | | \$10,000 | \$0 | |
| Housing Development & Consulting Fee *** | \$25,000 | | | \$25,000 | \$0 | |
| Developer Fee *** | \$110,000 | | | \$110,000 | \$0 | |
| Payment & Performance Bond *** | \$33,971 | | | \$33,971 | \$0 | |
| TOTAL SOFT COSTS | | \$0 | \$0 | \$327,871 | \$35,000 | \$183,900 |
| Furnishings & Equipment | \$20,000 | | | | \$20,000 | |
| TOTAL OTHER EXPENSES | | | | | \$20,000 | \$20,000 |
| TOTAL DEVELOPMENT BUDGET | | \$738,812.00 | \$487,247.00 | \$1,630,420.00 | \$255,949.00 | \$2,933,457.00 |
| * Contingency includes potential for additional duplex on Salisbury Community Development Corporation donated property if bids come back close to original budget | | | | | | |
| ** Increased by SHARP grant requirement over original budget to County & City | | | | | | |

2024 HOME-ARP PROPOSAL: FUNDING SOURCES

| Source | Amount of Funds | Type | Status | Loan term (years) | Amortizing period | Interest rate |
|---|--------------------|----------------|-----------|-------------------|-------------------|---------------|
| City of Salisbury HOME-ARP Funds | \$487,247 | | | | | |
| Rowan County HOME-ARP Funds | \$738,812 | | | | | |
| NCFHA SHARP | \$1,630,420 | | | | | |
| Bank Loan * | \$325,000 | Mini-perm loan | | 5 | 20 | 0.07 |
| Capital Campaign | \$255,949 | | Committed | | | |
| TOTAL SOURCES | \$3,437,428 | | | | | |
| Our goal is to raise all funds through the capital campaign - the loan will allow us to continue fundraising while the project is under construction. | | | | | | |
| * Bank Loan needed pending reimbursements from grants | | | | | | |

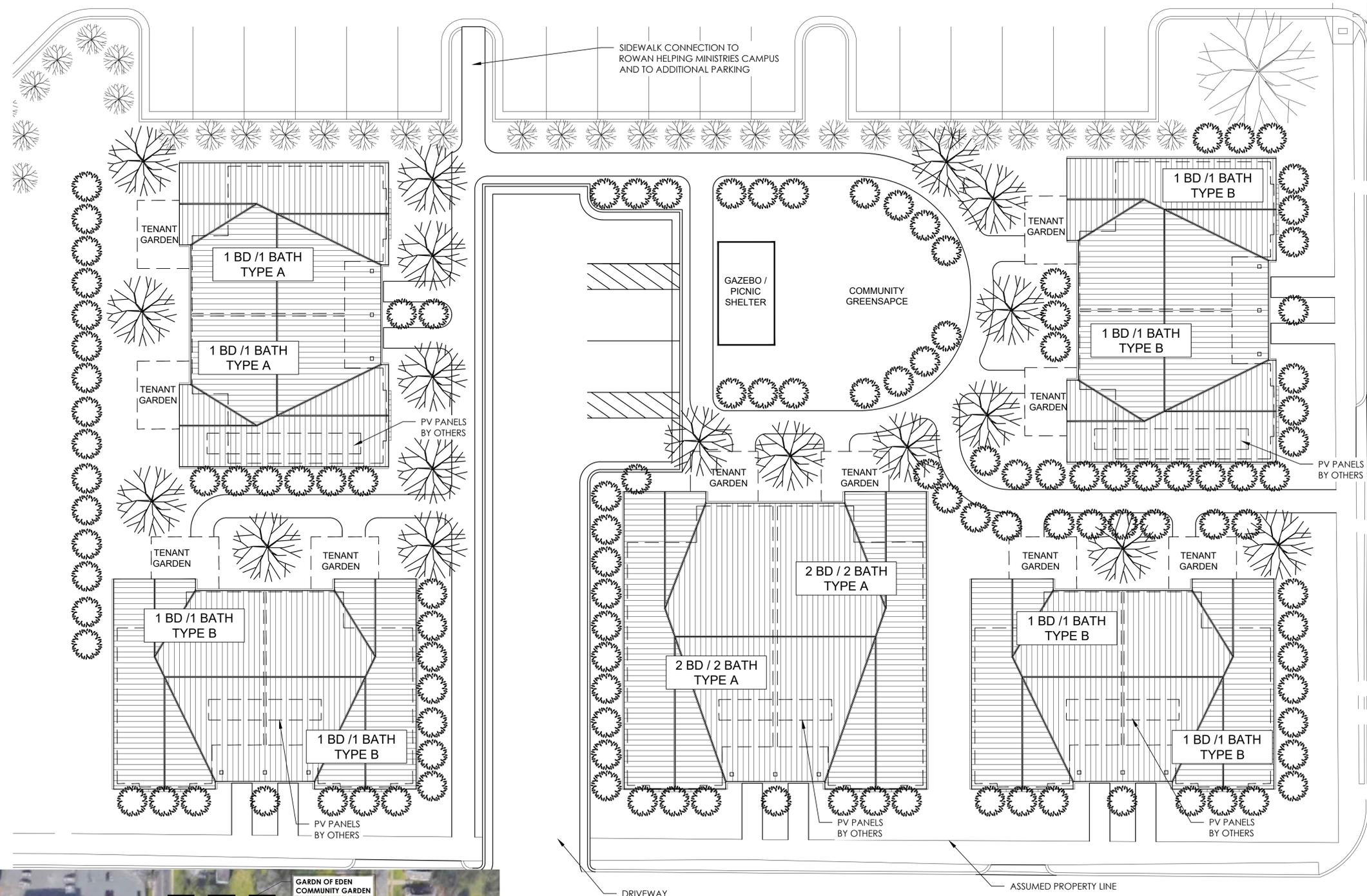
FIRST HORIZON PERMANENT SUPPORTIVE HOUSING NEIGHBORHOOD PROFORMA

| | |
|--------------------------------------|----|
| Vacancy Rate Year 1: | 7% |
| Vacancy Rate Year 2: | 7% |
| Vacancy Rate Years 3 - 15: | 7% |
| Annual Increase in Project Income: | 2% |
| Annual Increase in Project Expenses: | 3% |

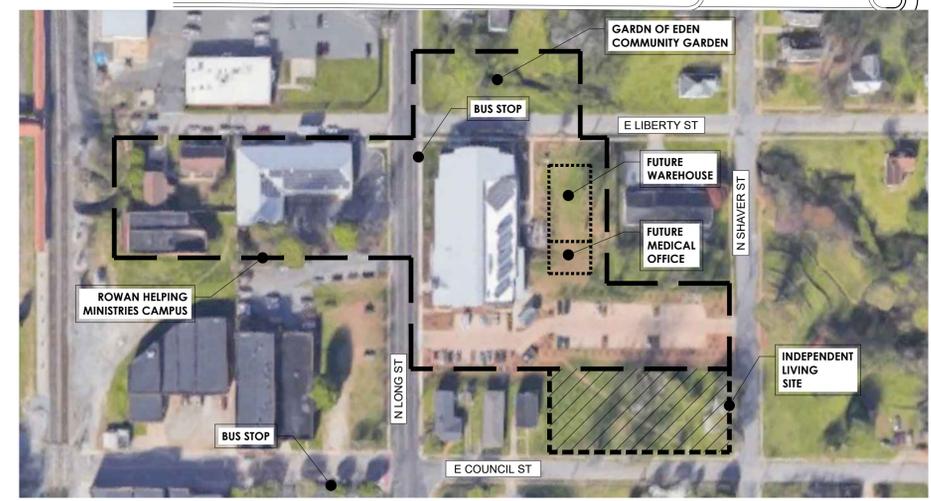
| PROJECT CASH FLOW | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|------------|------------|------------|------------|------------|
| Rents | \$14,751 | \$15,046 | \$15,347 | \$15,654 | \$15,967 |
| Project-Based Rental Assistance | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Project Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Community Contributions | \$21,606 | \$22,656 | \$23,746 | \$24,877 | \$26,050 |
| Vacancy Deduction | \$1,033 | \$1,053 | \$1,074 | \$1,096 | \$1,118 |
| Real Estate Income not subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Inc. not subject to vacancy | \$26,500 | \$27,030 | \$27,571 | \$28,122 | \$28,684 |
| EFFECTIVE GROSS INCOME | \$61,824 | \$63,679 | \$65,589 | \$67,557 | \$69,583 |
| Project Expenses | \$61,824 | \$63,679 | \$65,589 | \$67,557 | \$69,583 |
| NET OPERATING INCOME | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Debt Service | \$0 | \$0 | \$0 | \$0 | \$0 |
| CASH FLOW | \$0 | \$0 | \$0 | \$0 | \$0 |
| DEBT COVERAGE RATIO | 0 | 0 | 0 | 0 | 0 |

| PROJECT CASH FLOW | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|------------|------------|------------|------------|------------|
| Rents | \$16,286 | \$16,612 | \$16,944 | \$17,283 | \$17,628 |
| Project-Based Rental Assistance | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Project Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Community Contributions | \$27,267 | \$28,529 | \$29,838 | \$31,195 | \$32,602 |
| Vacancy Deduction | \$1,140 | \$1,163 | \$1,186 | \$1,210 | \$1,234 |
| Real Estate Income not subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Inc. not subject to vacancy | \$29,258 | \$29,843 | \$30,440 | \$31,049 | \$31,670 |
| EFFECTIVE GROSS INCOME | \$71,671 | \$73,821 | \$76,036 | \$78,317 | \$80,666 |
| Project Expenses | \$71,671 | \$73,821 | \$76,036 | \$78,317 | \$80,666 |
| NET OPERATING INCOME | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Debt Service | \$0 | \$0 | \$0 | \$0 | \$0 |
| CASH FLOW | \$0 | \$0 | \$0 | \$0 | \$0 |
| DEBT COVERAGE RATIO | 0 | 0 | 0 | 0 | 0 |

| PROJECT CASH FLOW | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---|------------|------------|------------|------------|------------|
| Rents | \$17,981 | \$18,341 | \$18,707 | \$19,081 | \$19,463 |
| Project-Based Rental Assistance | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Project Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Income - subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Community Contributions | \$34,060 | \$35,573 | \$37,140 | \$38,765 | \$40,447 |
| Vacancy Deduction | \$1,259 | \$1,284 | \$1,310 | \$1,336 | \$1,362 |
| Real Estate Income not subject to vacancy | \$0 | \$0 | \$0 | \$0 | \$0 |
| Services Inc. not subject to vacancy | \$32,303 | \$32,949 | \$33,608 | \$34,281 | \$34,966 |
| EFFECTIVE GROSS INCOME | \$83,086 | \$85,579 | \$88,146 | \$90,791 | \$93,514 |
| Project Expenses | \$83,086 | \$85,579 | \$88,146 | \$90,791 | \$93,514 |
| NET OPERATING INCOME | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Debt Service | \$0 | \$0 | \$0 | \$0 | \$0 |
| CASH FLOW | \$0 | \$0 | \$0 | \$0 | \$0 |
| DEBT COVERAGE RATIO | 0 | 0 | 0 | 0 | 0 |



SITE PLAN



A1-02

VINCINITY MAP

SCALE: NTS



A1-01

SITE PLAN

SCALE: NTS



NOTE:

| | |
|-------------------------|---------|
| 1 BEDROOM DUPLEX GROSS: | 2182 SF |
| HEATED AREA UNIT A: | 897 SF |
| HEATED AREA UNIT B: | 897 SF |
| 2 BEDROOM DUPLEX GROSS: | 3163 SF |
| HEATED AREA UNIT A: | 1393 SF |
| HEATED AREA UNIT B: | 1393 SF |

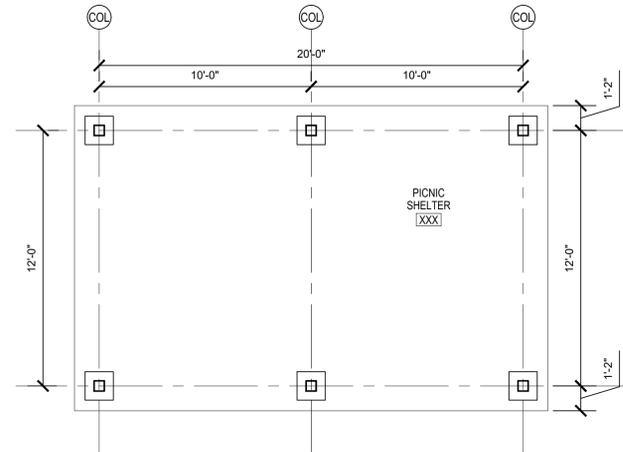
FIRST HORIZONS DUPLEX
ROWAN HELPING MINISTRIES

SALISBURY, NC

DRAWN BY: EKT
CHECKED BY: DRB
DATE: 05.16.23
PROJECT #:

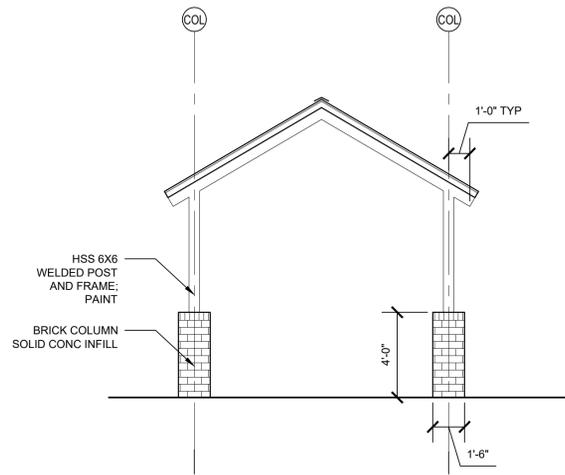
SHEET NUMBER
A1
OF: 4

ONE BEDROOM DUPLEX PLAN & PICNIC SHELTER



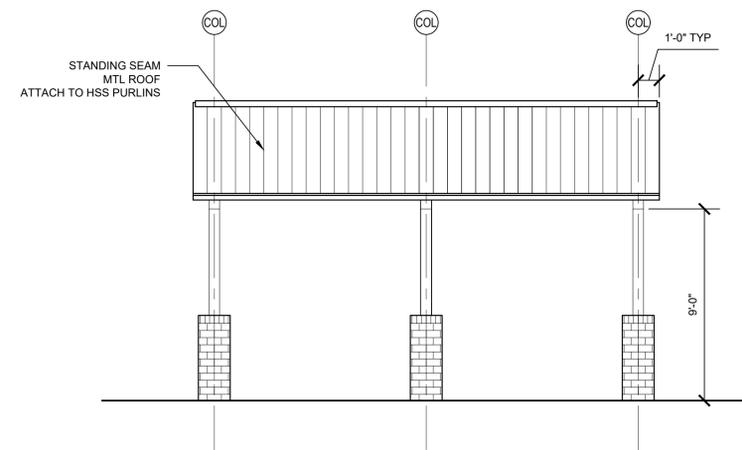
A2-03 PICNIC SHELTER PLAN

SCALE: 1/4" = 1'-0"



A2-04 PICNIC SHELTER ELEVATION

SCALE: 1/4" = 1'-0"

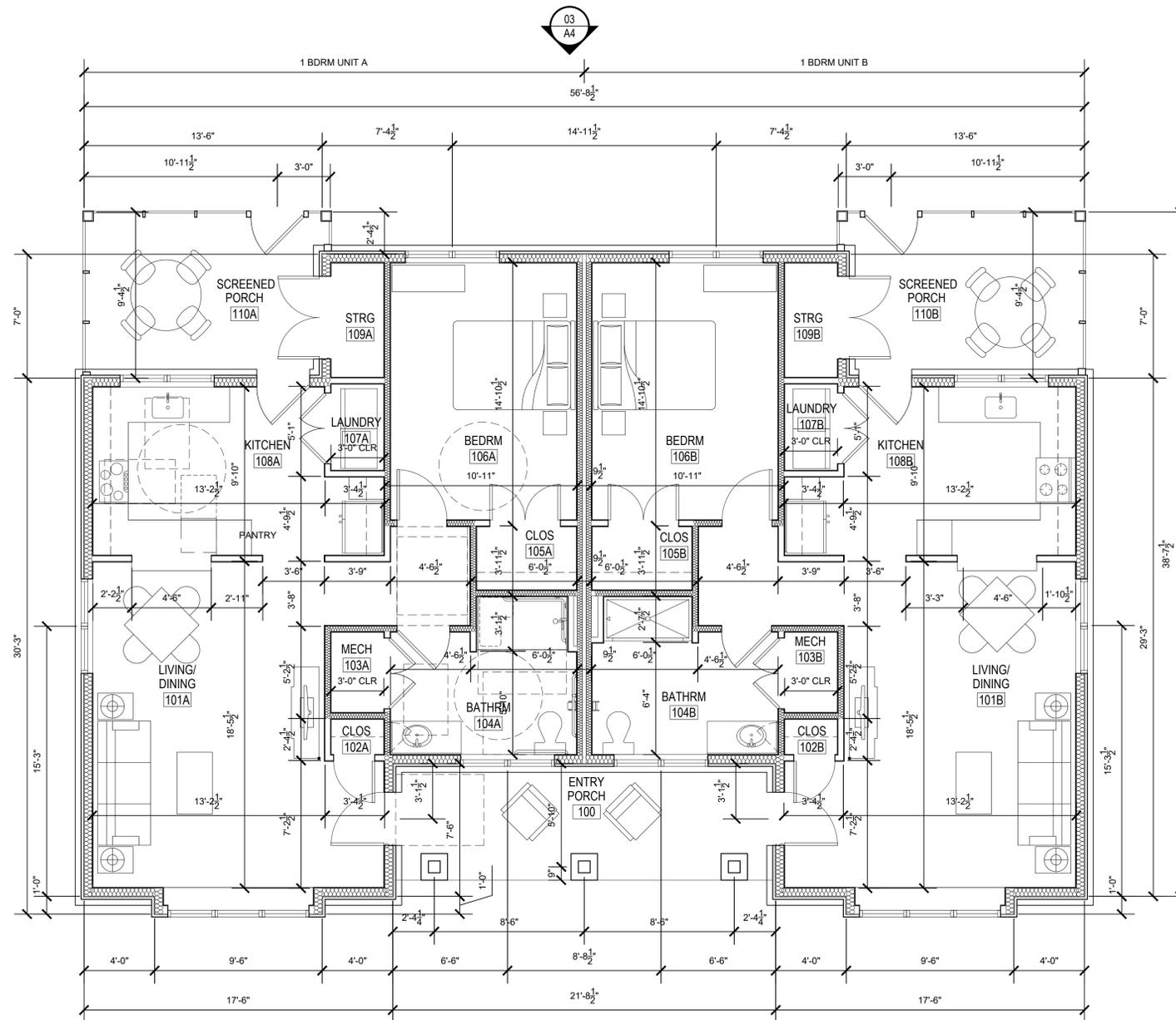


A2-05 PICNIC SHELTER ELEVATION

SCALE: 1/4" = 1'-0"

05
A4

05
A4



A2-01 ONE BEDRM DUPLEX

SCALE: 1/4" = 1'-0"



NOTES:

1. WASHER AND DRYER TO BE FRONT LOADING ADA ACCESSIBLE
2. PROVIDE REAR DRAINING SINKS FOR ACCESSIBLE KITCHEN
3. PROVIDE REAR DRAINING LAVATORY FOR ACCESSIBLE BATHROOM
4. PROVIDE BLOCKING FOR GRAB BARS AT BOTH ACCESSIBLE AND NON-ACCESSIBLE UNITS
5. PROVIDE BLOCKING AT ACCESSIBLE AND NON-ACCESSIBLE CLOSETS FOR FUTURE RELOCATION OF HANGING ROD AND CLOSET SHELF

1 BEDROOM DUPLEX GROSS: 2182 SF
HEATED AREA UNIT A: 897 SF
HEATED AREA UNIT B: 897 SF

FIRST HORIZONS DUPLEX
ROWAN HELPING MINISTRIES

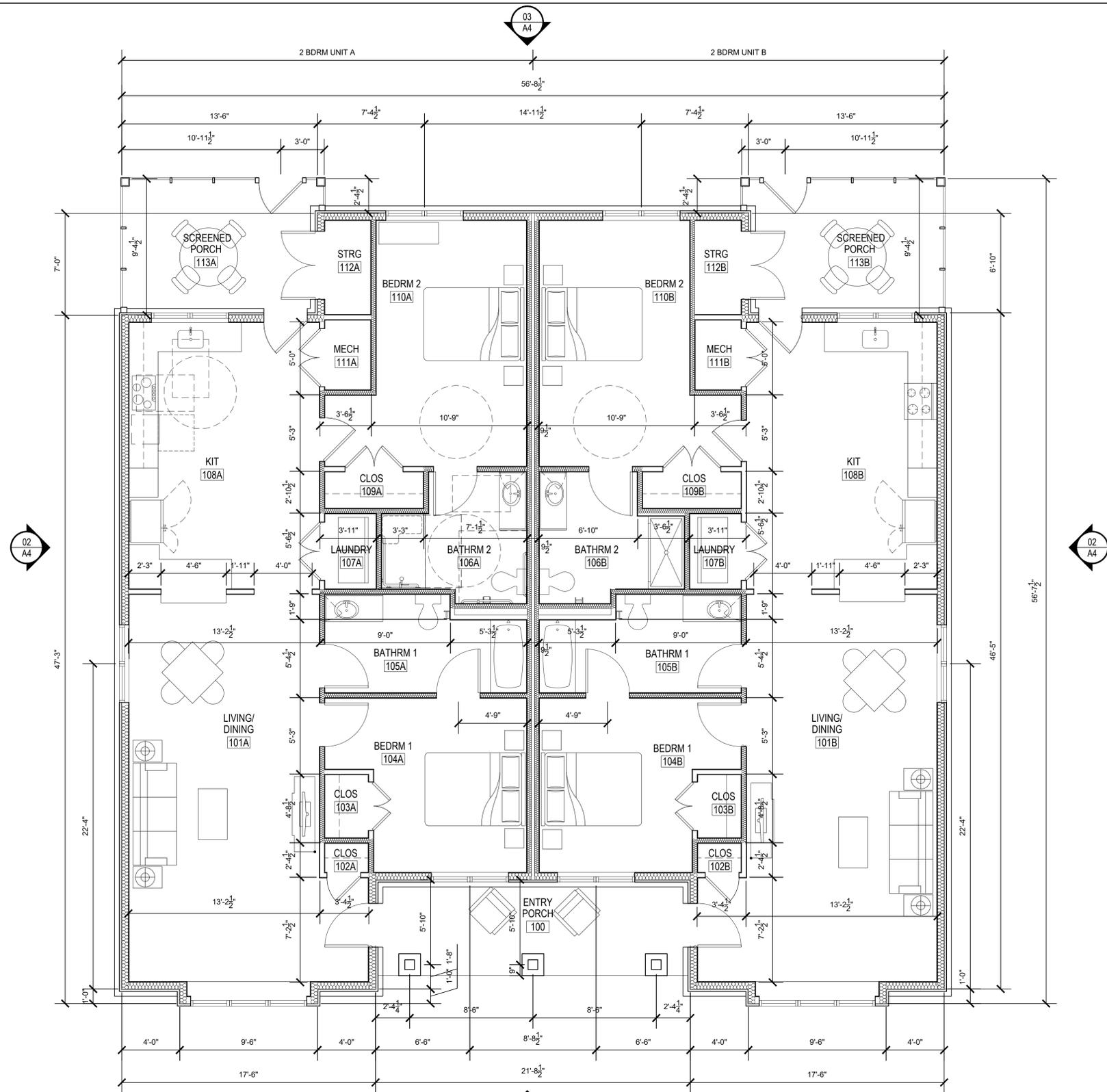
SALISBURY, NC

DRAWN BY: EKT
CHECKED BY: DRB
DATE: 03.03.21
PROJECT #:

SHEET NUMBER
A2
OF: 4

TWO BEDROOM DUPLEX PLAN

FIRST HORIZONS DUPLEX
ROWAN HELPING MINISTRIES
SALISBURY, NC



NOTES:

1. WASHER AND DRYER TO BE FRONT LOADING ADA ACCESSIBLE
2. PROVIDE REAR DRAINING SINKS FOR ACCESSIBLE KITCHEN
3. PROVIDE REAR DRAINING LAVATORY FOR ACCESSIBLE BATHROOM
4. PROVIDE BLOCKING FOR GRAB BARS AT BOTH ACCESSIBLE AND NON-ACCESSIBLE UNITS
5. PROVIDE BLOCKING AT ACCESSIBLE AND NON-ACCESSIBLE CLOSETS FOR FUTURE RELOCATION OF HANGING ROD AND CLOSET SHELF

A3-01

2 BEDROOM DUPLEX GROSS: 3163 SF
HEATED AREA UNIT A: 1393 SF
HEATED AREA UNIT B: 1393 SF

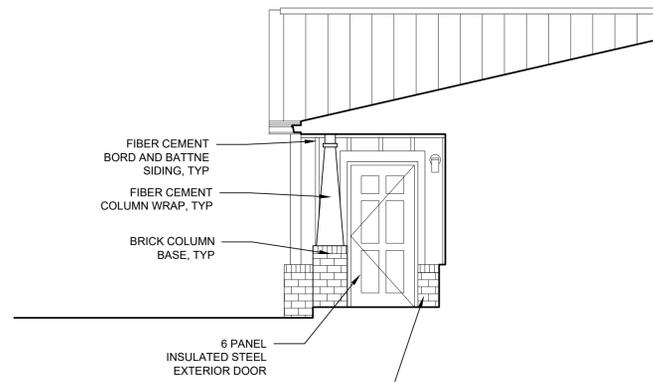
TWO BEDRM DUPLEX

SCALE: 1/4" = 1'-0"



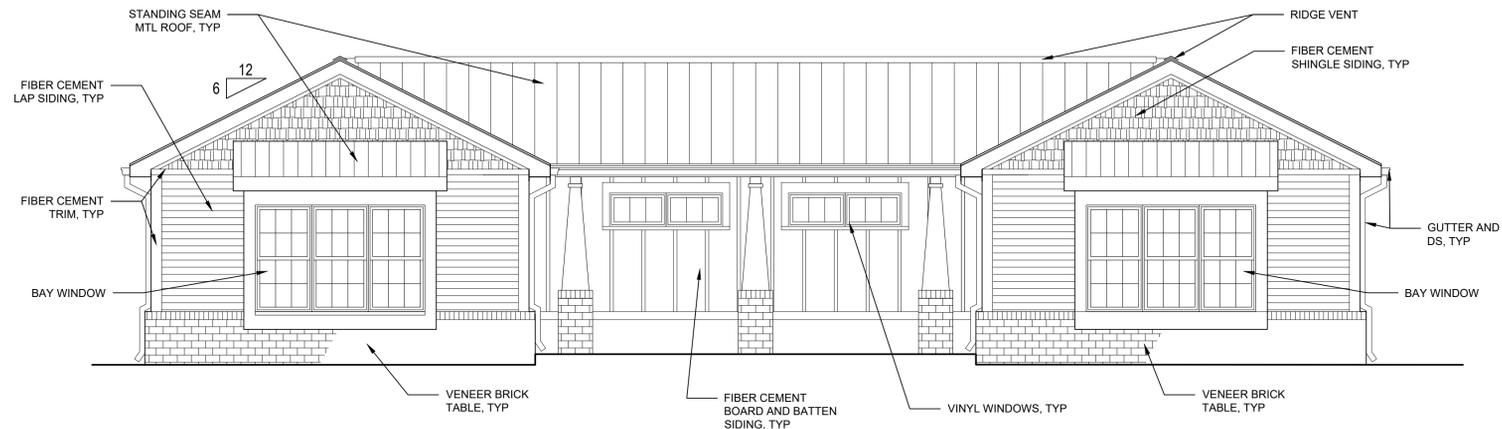
DRAWN BY: EKT
CHECKED BY: DRB
DATE: 03.03.21
PROJECT #:

SHEET NUMBER
A3
OF: 4



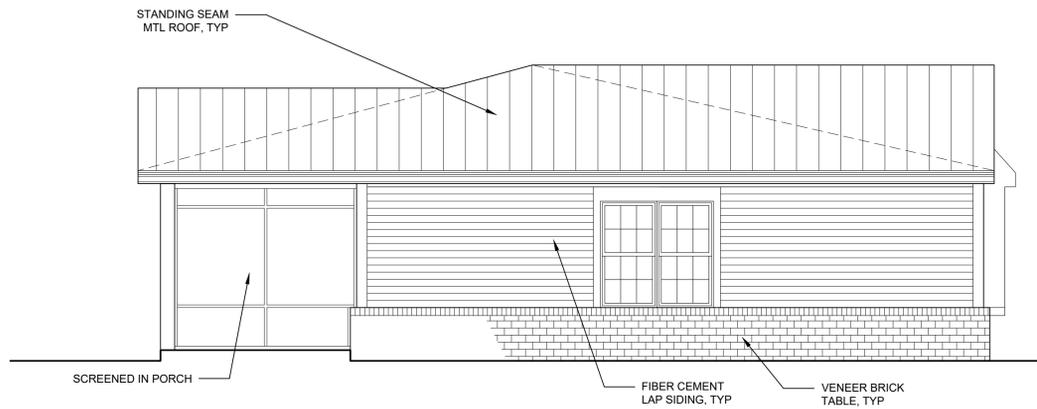
A4-04 ONE AND TWO BEDRM DUPLEX ENTRY PORCH ELEV

SCALE: 1/4" = 1'-0"



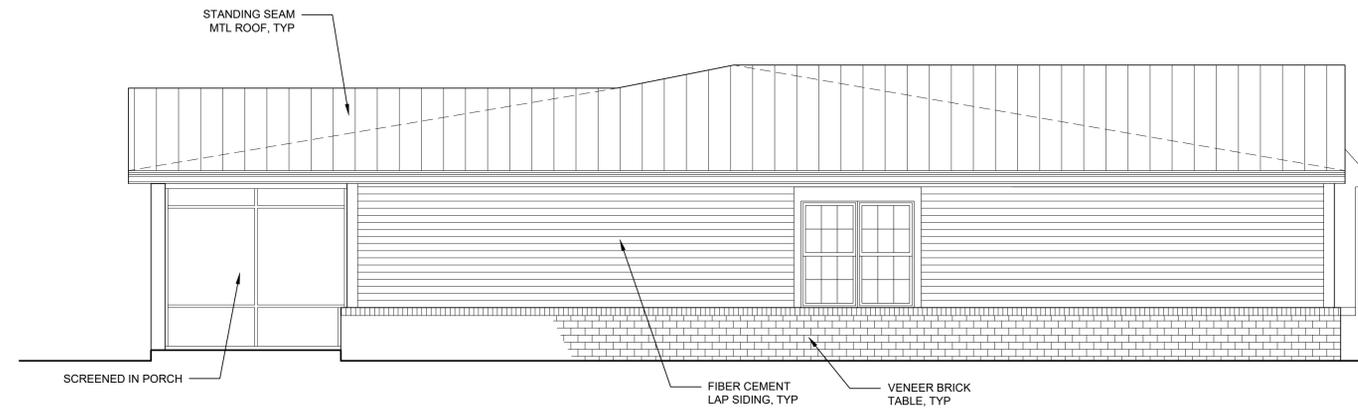
A4-01 ONE AND TWO BEDRM DUPLEX FRONT ELEV

SCALE: 1/4" = 1'-0"



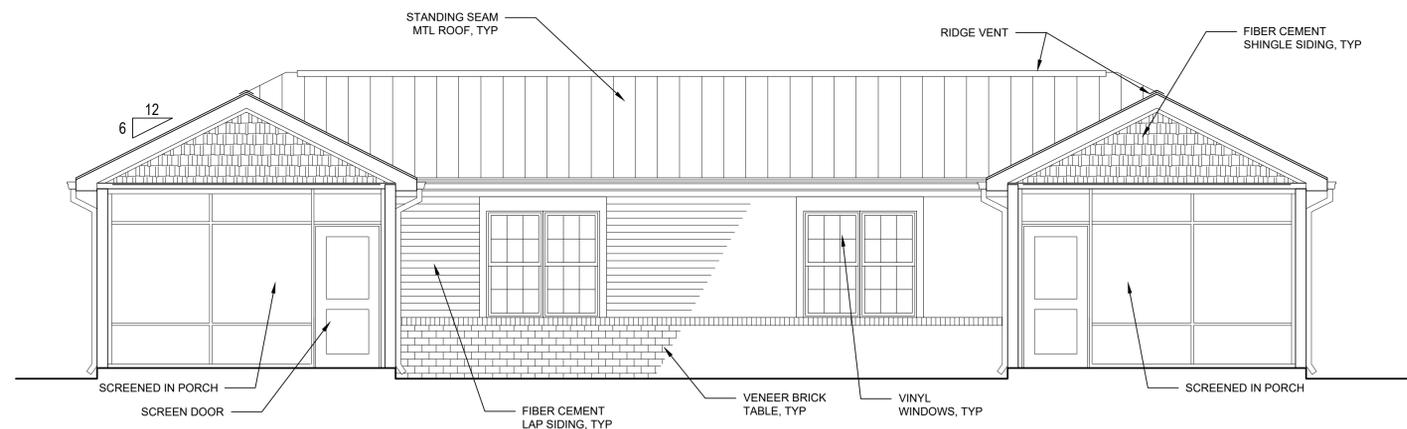
A4-05 ONE BEDRM DUPLEX SIDE ELEV

SCALE: 1/4" = 1'-0"



A4-02 TWO BEDRM DUPLEX SIDE ELEV

SCALE: 1/4" = 1'-0"



A4-03 ONE AND TWO BEDRM DUPLEX REAR ELEV

SCALE: 1/4" = 1'-0"

ONE AND TWO BEDRM DUPLEX EXT ELEVATIONS

FIRST HORIZONS DUPLEX
ROWAN HELPING MINISTRIES

SALISBURY, NC

DRAWN BY: EKT
CHECKED BY: DRB
DATE: 03.03.21
PROJECT #:

SHEET NUMBER
A4
OF: 4

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Graham Corriher

Requested Agenda Item: Council to consider approving a first reading of ordinance revisions related to panhandling.

Description of Requested Agenda Item: At its regular meeting on February 6, 2024, City Council received a presentation on revisions to ordinances related to panhandling. No changes have been made to the proposed ordinances. Since the ordinances involve criminal penalties, City Council is required to vote to approve the ordinances at two separate meetings. This will be the first reading. If approved, these will come back to council for final approval on March 5, 2024.

Attachments: Yes No

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

Action Requested of Council for Agenda Item: Council to adopt an ordinance amending various sections of the Salisbury Code of Ordinances and approve fees of \$60 for an educational sign and \$45 for the post.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE I, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO STREETS AND SIDEWALKS

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

SECTION 1. That Section 22-5, Article I, of the Code of the City of Salisbury be amended to delete the stricken language and add the underlined language as follows:

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

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

A violation of this section is punishable as a misdemeanor.

SECTION 2. That Section 22-5, Article I, of the Code of the City of Salisbury be amended to add the language as follows:

Sec. 22-**5.1**. - Public solicitation, begging, panhandling regulated.

1. Definitions.

- a. “*After dark*” means the time between one-half hour after sunset until one-half hour before sunrise, as sunset and sunrise are determined by the U.S. Naval Observatory.
- b. “*Aggressive public solicitation, begging, or panhandling*” means to engage public solicitation, begging, or panhandling while engaging in the following conduct:
 - i. Confronting someone in a way that would cause a reasonable person to fear bodily harm;
 - ii. Accosting an individual by approaching or speaking to the individual in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon the person, or upon property in the person’s immediate possession;
 - iii. Touching someone without the person’s consent;
 - iv. Using obscene or abusive language toward someone while attempting to solicit the person;
 - v. Forcing oneself upon another by engaging in any of the following conduct: (1) continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by

- attempting to leave the presence of the person soliciting, or by other negative indication; (2) blocking the passage of the person solicited; or (3) otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation;
- vi. Acting with the intent to intimidate someone into giving money; or
 - vii. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.
- c. “*Financial institution*” means any bank, industrial bank, credit union, or savings and loan association.
 - d. “*Public solicitation, begging, or panhandling*” is any action that is conducted in the furtherance of the purpose of immediately collecting contributions for the use of one’s self or others, regardless of whether the contributions are for personal, political, or charitable uses. As used in this section, “*solicit*” has the same meaning as public solicitation, begging, or panhandling.
2. Public solicitation, begging, or panhandling regulated.
- a. Public solicitation, begging, or panhandling is permitted except where expressly prohibited.
 - b. Aggressive public solicitation, begging, or panhandling is prohibited.
 - c. Public solicitation, begging, or panhandling is prohibited in the following places where there exist heightened personal security or privacy concerns:
 - i. Within twenty (20) feet of an automated teller machine (ATM) or financial institution;
 - ii. Within ten (10) feet of a public bus stop or public transit facility, or in a public transit vehicle;
 - iii. Within ten (10) feet of a sidewalk café during operating hours unless the solicitor’s presence is authorized by the proprietor;
 - iv. Within ten (10) feet of a person waiting in line to enter any building;
 - v. Within ten (10) feet of a nursery, daycare, or school.
 - vi. Anywhere after dark;
 - vii. Any other location which could give a reasonable person a reasonable, justifiable concern for the person’s personal security due to congestion and close proximity to others; or
 - viii. Any other location in which a reasonable person would have a reasonable and justifiable concern for the person’s privacy.
3. Penalty. A violation of this section is punishable as a misdemeanor.

Sec. 22-5.2 – Unlawful activity in or near high-traffic or high-collision roads.

1. Definitions.

- a. “*High-traffic road*” means a road or road segment which has an annual average daily traffic (AADT) count equal to or greater than 10,000 vehicles per day according to the North Carolina Department of Transportation’s (NCDOT) AADT mapping application.
- b. “*High-collision road*” means one of the following roads or road segments that is not a high-traffic road but which has been identified by the Salisbury Police

Department as a road or road segment with a heightened risk for traffic collisions:

- i. Faith Road between East Innes Street and Jake Alexander Boulevard.
 - ii. Arlington Street between East Council Street and Old Concord Road.
- c. “*Physically engage*” means to exchange or attempt to exchange goods, money, information, directions, greetings, or any other form of exchange which would cause a person to psychically touch a driver or occupant, including by use of any apparatus or tool.
2. Unlawful to be in median. It shall be unlawful for any person to stand, sit, or lie on any median strip within a road or road segment, or within 100 feet of a road or road segment, that is a high-traffic road or a high-collision road.
3. Unlawful physically engagement between drivers or occupants and non-occupants. It shall be unlawful for any person to physically engage or attempt to physically engage with any driver or occupant of a vehicle while the vehicle is operating on any high-traffic road or high-collision road. It is not unlawful for a person to exchange information, directions, greetings, or otherwise communicate with any driver or occupant in a manner that does not constitute physical engagement.
4. Exception. This section shall not apply to anyone performing work within the roadway where such work is authorized by the NCDOT or the City of Salisbury.
5. Penalty. A violation of this section is punishable as a misdemeanor.

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

SECTION 4. That this Ordinance shall be effective upon adoption by the City of Salisbury from and after is passage.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Requested Agenda Item: Update on the Downtown Parking Pilot Program

Description of Requested Agenda Item: Beginning in January 2023, the City enacted a Downtown Salisbury Parking Pilot Program, in which 30 spaces were made available for Downtown stakeholders to apply for an annual lease of up to two parking spaces. Spaces were made available in the Center City Lot, Wells Fargo Lot and COB Lot. All spaces in the Wells Fargo Lot and Center City Lot were leased for the entire year, while no spaces were leased in the COB Lot. Details of the parking pilot program structure are in the attached document. This update will review the program after one year, and provide staff recommendations for future steps.

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: Approve an additional year of the Downtown Salisbury Parking Program, and approve additional spaces to lease.

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

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

For Use in Clerk's Office Only

Approved

Delayed

Declined

Downtown Salisbury Commercial and Residential Parking Program

Pilot Program, 2024

Purpose

The purpose of this pilot program is to address the need for more parking options in Downtown Salisbury. While the City offers many on-street and off-street parking locations, this program aims to specifically address the need for residents, property and business owners, and employees to have parking options that are not on Main Street or Innes Street. This program will free up parking in front of buildings (on Main Street and Innes Street, as well as side streets) for Downtown customers and visitors .

The advocacy of Downtown Stakeholders and the support of the Police Department has resulted in the opening of a full time Police Department civilian position dedicated to the Downtown. The goal of this position is to forge strong relationships with the Downtown stakeholders, including educating and enforcing parking restrictions. Previous conversation and assessment had from the public and the 2023 Commercial and Residential Parking Program has shown need for variety of parking options throughout the downtown to address multiple locations, which this pilot program will continue to offer and analyze.

This pilot program will continue through the end of the current calendar year to continue to evaluate demand, and will offer updates to the City Council.

Coordination

This program is coordinated by the Downtown Development Department, located at 217 S Main Street, City Hall. Individuals should direct inquiries and payments to this department via email or phone, sada.troutman@salisburync.gov or 704-637-7814.

Leasing will open on **XX** and the pilot program will go into effect on March 1, 2024. There will be no holds on parking spaces without a complete application and payment in full. Each person may lease up to two (2) parking spaces. This is a first come, first served program, and the applications opens at 12pm on **XX**. It will be available on the Downtown Salisbury website (www.downtownsalisburync.com) or in person at the Downtown Salisbury office.

Terms and Lease Process

- Submit Downtown Parking Space Application online or in person, including acknowledgement that there will also be a lease agreement to be signed, as well as proof of downtown residency, property ownership or employment, as is required to lease a parking space.
- Bring current ID, completed application and proof of residency, building ownership or employment (utility bill, lease, driver's license, letter from employer, etc.) to the Downtown Salisbury office at 217 S Main Street. once contacted by the Downtown Salisbury office staff with acknowledgement of timely application.
- Approve and sign all documents, including the Downtown Parking Lease Agreement.



- Pick up permit after final approval of the required documentation with 3-5-day turnaround time.

Place the permit in vehicle (placard on rearview mirror) when parked in the spot.

Cost for Spaces

\$35/space/month--\$420/space/year with payment due upon receipt of permit. Payment will be prorated based on date that the permit is approved. There will be a \$10 fee for replaced placards in the event of a lost card.

Operation

This pilot program will be only for off-street parking in designated City-owned lots. Residents or business owners will be able to purchase spaces within a specific lot, and that permit will only be valid for that specific lot. The permit will **NOT** be parking space specific, rather it will be parking lot specific. For example, if a permit is purchased for the Wells Fargo lot, the permit-holder may park in any of the 15 parking spaces denoted by a sign. The permits and lots will be designated by color. Leased parking spaces will be marked with signs that say "Permit Required" (or something similar) and indicate the appropriate permit for that lot. Please see attached map.

-West Fisher Street Lot, Former Wells Fargo (yellow lot): 15 spaces

-Central City Lot (red lot): 5 spaces (Bernhardt Lot)

There will be an annual cost to the parking program, and permits will be valid from the program start date until December 31. At this point, with continuation of the program following the pilot year, renewals will be available. People interested in leasing available spaces later in the year will pay prorated rates. Except where the City can re-lease the space, no refunds will be permitted for those who do not fulfill their lease. For general assistance or concerns with the parking program once enacted, please call Downtown Development at 704-637-7814 during the hours of 8:30am to 5pm, Monday-Friday, except City holidays. For assistance or concerns outside of those hours, feel free to call and leave a voicemail, or email dsinfo@salisburync.gov.

What to do in the event a non-permitted vehicle is in a permit-only space?

If you find someone parked in a parking space reserved for this program, who does not have a permit displayed, please call the Salisbury Police Department at the NON-EMERGENCY number, 704-216-8500. The Salisbury Police Department may tow or ticket the vehicle parked in the permit-only space. A parking violation is a low priority call and may take time for an officer to be dispatched, depending on circumstances.

Parking Placard:



*There will be a \$10 fee for replaced placards in the event of a lost card.

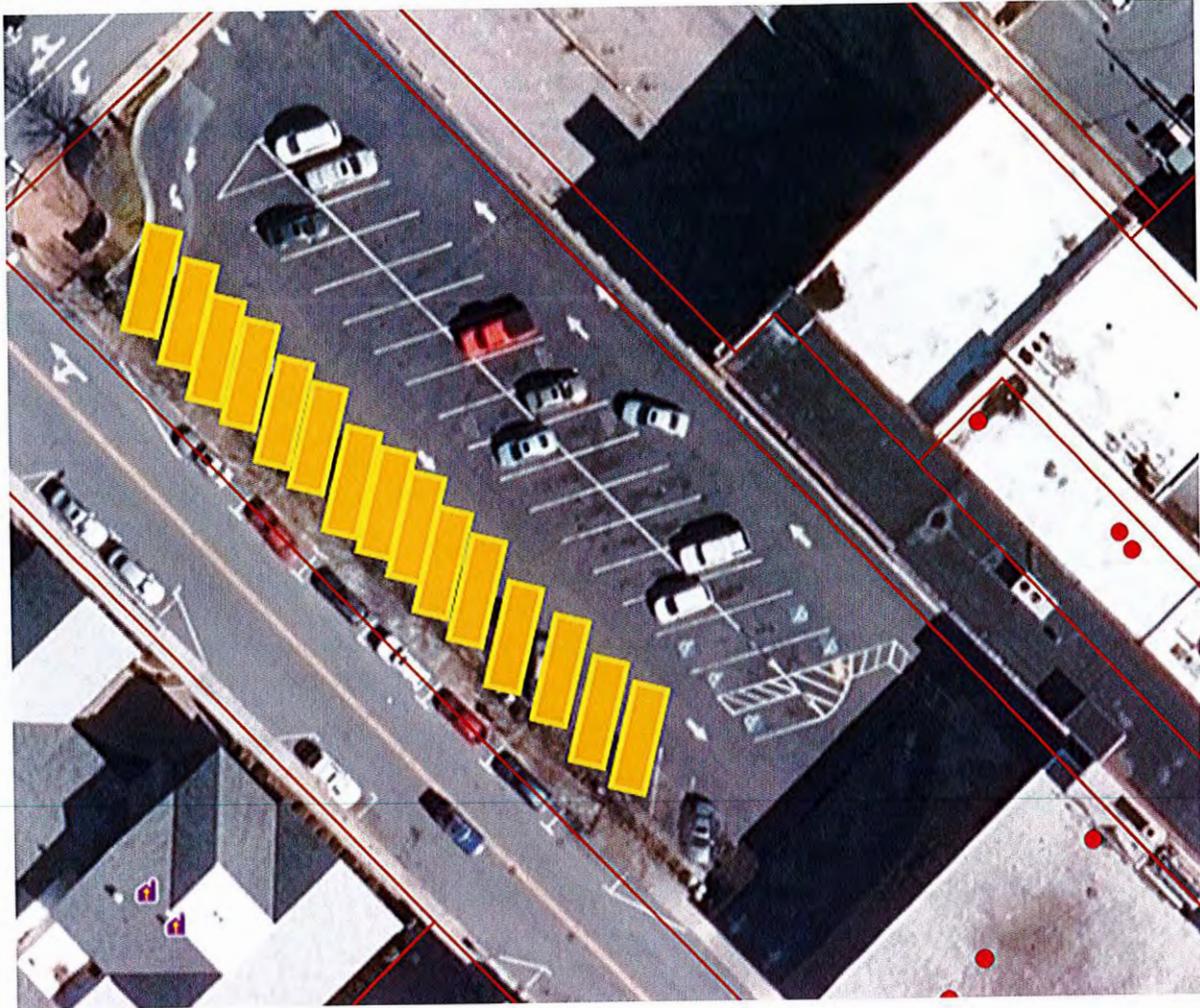
Parking Space Sign:



Parking Maps:

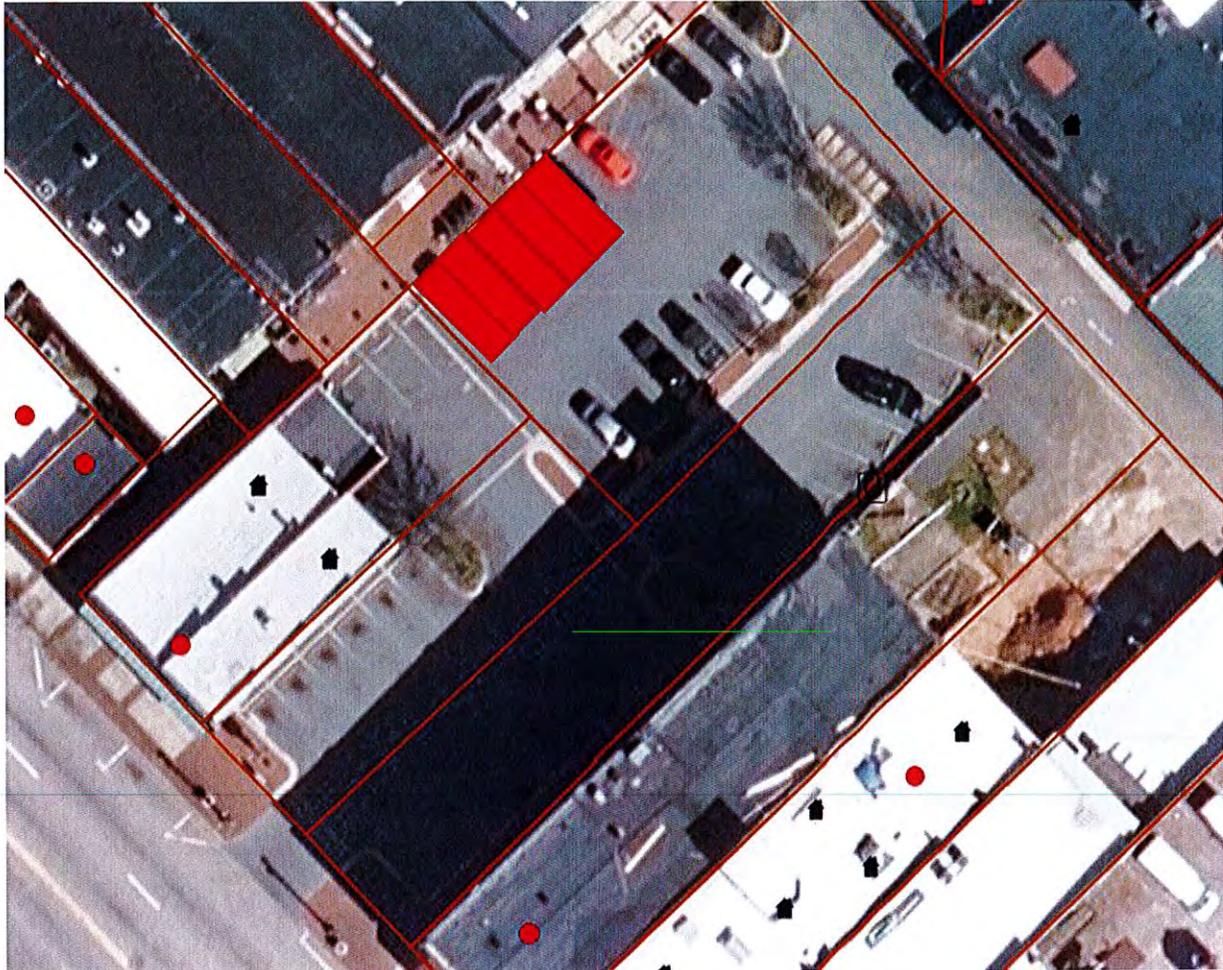
West Fisher Street Lot, Yellow Lot

15 spaces, 30% of the lot



Central City (Bernhardt) Lot, Red Lot

5 spaces, 12.2% of lot





Downtown Salisbury Commercial and Residential Parking Program Pilot Program, 2022-2023

Purpose

The purpose of this pilot program is to address the need for more parking options in Downtown Salisbury. While the City offers many on-street and off-street parking locations, this program aims to specifically address the need for residents, property and business owners and employees to have parking options that are not on Main Street or Innes Street. This program will free up parking in front of buildings (on Main Street and Innes Street, as well as side streets) for customers and visitors to Downtown.

The advocacy of Downtown Stakeholders and the support of the Police Department has resulted in a very capable hire for parking enforcement, and has resulted in a rigorous ticketing program. This has shown need for variety of parking options throughout the downtown to address multiple locations, which this pilot program will offer.

This pilot program will run for one year to evaluate demand, and will offer updates to Council at more frequent intervals.

Coordination

This program is coordinated by the Downtown Development Department, located at 217 S Main Street, City Hall. Individuals should direct inquiries and payments to this department via email or phone, sada.troutman@salisburync.gov or 704-637-7814.

Leasing will open on December 14, 2022, and the pilot program will go into effect on January 1, 2023. There will be no holds on parking spaces without a complete application and payment in full. Each person may lease up to two (2) parking spaces. This is a first come, first served program, and the applications opens at 12pm on December 14th. It will be available on the Downtown Salisbury website (www.downtownsalisburync.com) or in person at the Downtown office.

Terms and Lease Process

- Submit Downtown Parking Space Application online or in person, including acknowledgement that there will also be a lease agreement to be signed, as well as proof of downtown residency, property ownership or employment, as is required to lease a parking space.
- Once contacted by the Downtown office staff with acknowledgement of timely application, bring current ID, completed application and proof of residency, building ownership or employment (utility bill, lease, driver's license, letter from employer, etc.) to the Downtown office at 217 S Main Street.
- Approve and sign all documents, including the Downtown Parking Lease Agreement.
- After final approval of the required documentation, a permit will be available for pickup with 3-5-day turnaround time.
- Place the permit in vehicle (placard on rearview mirror) when parked in the spot.



Cost for Spaces

\$35/space/month--\$420/space/year with payment due upon receipt of permit.

Operation

This pilot program will be only for off-street parking in designated City owned lots. Residents or business owners will be able to purchase spaces within a specific lot, and that permit will only be valid for that specific lot. The permit will **NOT** be parking space specific, rather it will be parking lot specific. For example, if a permit is purchased for the Wells Fargo lot, the permit-holder may park in any of the 10 parking spaces denoted by a sign. The permits and lots will be designated by color. Leased parking spaces will be marked with signs that say "Permit Required" (or something similar) and indicate the appropriate permit for that lot. Please see attached map.

- West Fisher Street Lot, Former Wells Fargo (yellow lot): 10 spaces
- City Office Building Lot (blue lot): 15 spaces (lower lot)
- Central City Lot (red lot): 5 spaces (Bernhardt Lot)

There will be an annual cost to the parking program, and permits will be valid January 1-December 31. At this point, with continuation of the program following the pilot year, renewals will be available. People interested in leasing available spaces later in the year will pay prorated rates. Except where the City can re-lease the space, no refunds will be permitted for those who do not fulfill their lease.

This will be a first come, first served pilot program.

What to do in the event a non-permitted vehicle is in a permit-only space?

For general assistance or concerns with the parking program once enacted, please call Downtown Development at 704-637-7814 during the hours of 8:30am to 5pm, Monday-Friday, except City holidays. For assistance or concerns outside of those hours, feel free to call and leave a voicemail, or email dsiinfo@salisburync.gov.

If you find someone parked in a parking space reserved for this program, who does not have a permit displayed, please call the Salisbury Police Department at the NON-EMERGENCY number, 704-216-8500. The Salisbury Police Department may tow or ticket the vehicle parked in the permit-only space. A parking violation is a low priority call and may take time for an officer to be dispatched, depending on circumstances.

Parking Placard:



*There will be a \$10 fee for replaced placards in the event of a lost card.

Parking Space Sign:



Parking Maps:

West Fisher Street Lot, Yellow Lot

10 spaces



City Office Building Lot (Lower), Blue Lot

15 spaces, 19.7% of lot



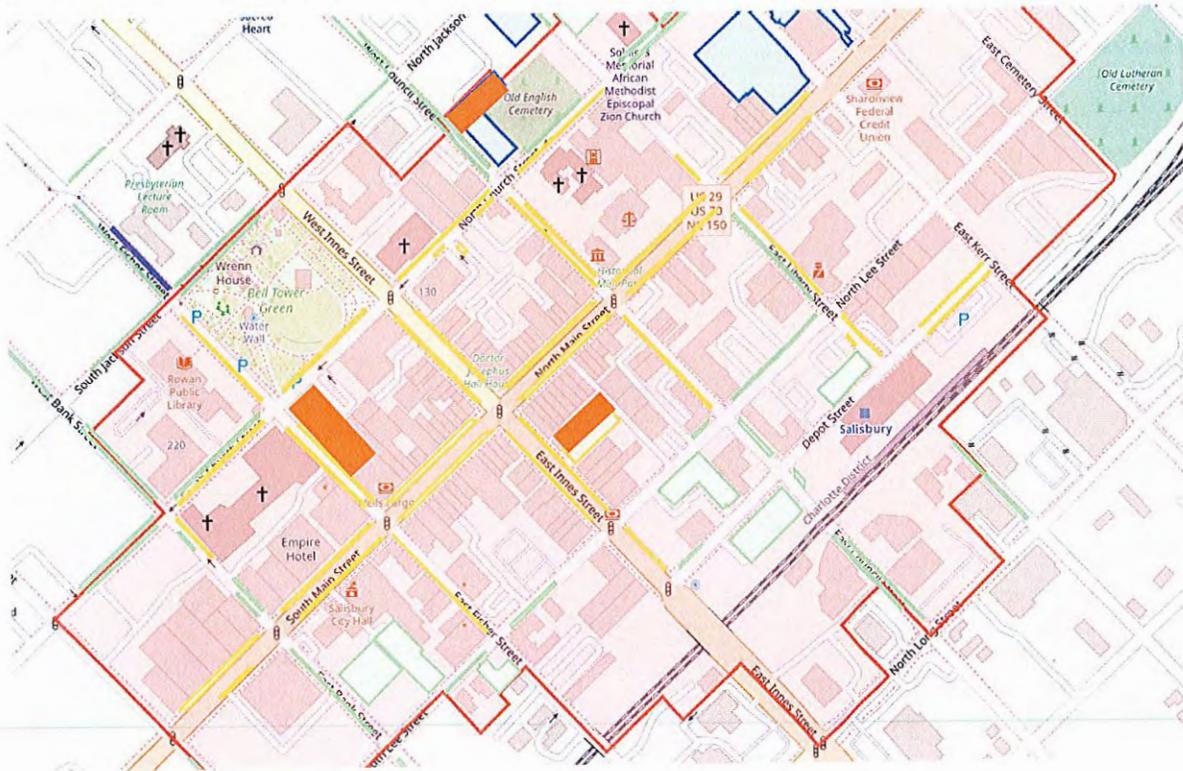
Central City (Bernhardt) Lot, Red Lot

5 spaces, 12.2% of lot



Downtown Lot Location for Pilot Program

(Included lots highlighted in orange)



PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Lease") is entered into [MONTH] [DATE], [YEAR], by and between the City of Salisbury, a North Carolina municipal corporation ("City"), and [NAME OF LESSEE], individually ("Lessee") (collectively, the "Parties").

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

1. **Leased Space.** The City agrees to lease to Lessee [one (1) or two (2)] parking space(s) located in the [NAME OF LOT] (the "Lot"). Lessee is entitled to park in any of the parking spaces in the Lot labeled "Permit Parking Only" (the "Leased Space").

2. **Term.** The Term of this Lease shall be for one (1) year, beginning January 1, 2023, and ending December 31, 2023, unless sooner terminated as set forth in this Lease.

3. **Lease Payment.** Lessee shall pay the City rent in the amount of **Four Hundred Twenty and 0/100 Dollars (\$420.00) per parking space**. Rent is due and payable to the City on or before January 1, 2023.

4. **Use of the Leased Space.** The Leased Space shall be used only for parking purposes of the Lessee. Lessee shall abide by and strictly conform to all rules established by the City as those rules may from time to time be amended in the City's sole discretion. Lessee shall not deface or damage the Leased Space or any part of the Lot. In the event of damage to the Leased Space or Lot, the City may charge Lessee for damages incurred due to the deliberate or negligent actions of the Lessee and terminate the Lease.

5. **Lessee not entitled to use of Leased Space during designated City events.** Lessee acknowledges that the City hosts several public events throughout the year, including, but not limited to, the *Cheerwine Festival*, the *Pride Festival*, *Pops at the Post*, *Juneteenth*, *Halloween FunFest*, *Photos & Firetrucks with Santa and the Grinch*, and *New Year's Eve at Bell Tower Green*. During these and other public events, which collectively shall not exceed ten (10) days of the Lease Term, Lessee shall not be entitled to the use of the Leased Space. The City shall provide Lessee with at least 48 hours' advanced written notice (by hand delivery, U.S. Mail, or e-mail) of the public event which shall designate the date(s) and time the Leased Space will not be available to Lessee. The City has the authority to require that Lessee abandon the Leased Space for more than ten (10) days during any Lease Term, but Lessee shall be entitled to a reduction in the monthly fee pro-rata for any period of time the Leased Space is not available beyond the ten (10) days allowed by this Lease.

6. **No assignment without consent of City.** Lessee may not assign, transfer, or sublet the Leased Space without the consent of the City. If the Lease is assigned, transferred, or sublet by the Lessee without the written consent of City, this Lease shall immediately terminate. In the event any assignment or subletting of the Leased Space is consented to by the City, Lessee shall remain liable to City for the payment of rent and for the faithful performance of the covenants and conditions of this Lease by the assignee or sub-lessee to the same extent as though the Leased Space had not been assigned or sublet.

7. **Events of Default.**

a. For Lessee. Events of Default for Lessee include the following: (1) failure to timely make rent payment and failure to cure as provided in this Lease; (2) damaging the Leased Space and failure to cure or repair the same within thirty (30) days of written notice from City; (3) failure to comply with the rules and regulations established by the City and Lessee continuing such violation after written notice from City; and (4) any other material breach of the terms and conditions of this Lease.

b. For City: Events of Default for the City include the following: (1) failure to provide Leased Space; (2) interference with Lessee's use of the Leased Space; and (3) any other material breach of the terms and conditions of this Lease.

8. **Termination.**

a. Upon the expiration of the Lease Term. This Lease shall terminate without action of either Party at the end of the Lease Term. Lessee is not entitled to any extension(s) of the Lease Term, but nothing shall prevent the Parties from entering in a subsequent lease.

b. For convenience. Lessee may terminate this Lease at any time upon notice to City. Lessee shall be responsible for any rent not paid as of the date of termination, including any pro-rated amounts to the date of termination. The City may terminate this Lease for convenience upon 30 days' prior written notice to Lessee. In the event of termination by the City for convenience, Lessee shall be entitled to a pro-rata refund of any Lease Payments paid in advance.

c. For cause. Except for failure to timely make rent payment, which may be cured within ten (10) days of notice from the City to the Lessee and the Lessee tendering payment in full of the monthly rent and any late payment, this Lease may be terminated after notice to the other Party that an Event of Default has occurred and expiration of the appropriate Cure Period as may be applicable. Upon the occurrence of any Event of Default, the City may, at its option, repossess the Leased Space and evict the Lessee. Provided, however, that such default and repossession shall not terminate this Lease and shall not release Lessee from its liability under this Lease, unless the City elects to declare this Lease terminated.

9. **Notices.** All notices required or allowed by this Lease shall be in writing and may be delivered by First Class U.S. Mail or by Electronic Mail with a read receipt addressed as follows:

To the City: City of Salisbury, Attn: Sada Troutman, P.O. Box 479, Salisbury, NC 28145, sada.troutman@salisburync.gov

To the Lessee: [NAME], [MAILING ADDRESS], [E-MAIL ADDRESS]

10. **Quiet enjoyment.** The City covenants that the Lessee, on paying the rent and any late charges, and otherwise complying with the terms of this Lease, shall peaceably and quietly have, hold, and enjoy the Leased Space for the Lease Term without hindrance or interruption by the City.

11. **Binding on successors.** The provisions of this Lease shall be binding upon the City and the Lessee and their respective heirs, successors, and assigns.

12. **Indemnity.** Lessee shall indemnify and hold harmless the City from any claim or claims of injury to person or persons or property arising out of or in connection with the use of the Leased Space. This indemnification shall include reimbursement to the City for all reasonable costs arising out of any claims, including attorney's fees.

13. **Amendments in writing.** This Lease may be amended only in writing and signed by both Parties.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

Name of Presenter(s): Hannah Jacobson, Planning and Neighborhoods Director
Sada Troutman, Downtown Development Director

Requested Agenda Item: Council to receive a presentation regarding the status of 219 East Innes Street, and the pink granite material.

Description of Requested Agenda Item: Council will receive a presentation from staff regarding the former pink granite service station that was located at the corner of South Lee Street and East Innes Street. The property is now owned by Downtown Properties, and is the current location of Bankett Station, which houses Healthcare Management Consultants and their affiliated companies, as well as residential units on the second floor. Downtown Properties owns several parcels on East Innes Street. In the presentation, staff will review recent development activity, provide an update on the property owners' plans for redevelopment, and give an overview of next steps.

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 receive the presentation. No action needed.

Contact Information for Group or Individual:

Hannah Jacobson, hannah.jacobson@salisburync.gov, 704-638-5230
Sada Troutman, sada.troutman@salisburync.gov, 704-638-5239

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Budget Manager Signature

Salisbury City Council Agenda Item Request Form



******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: Tuesday, February 20, 2024

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

Name of Presenter(s): Linda McElroy, and potentially Allyson Summitt with Rowan County Emergency Management

Requested Agenda Item: Update on RoCo Alerts Notification System

Description of Requested Agenda Item: Rowan County Emergency Management and the City of Salisbury are partners in managing "RoCo Alerts," a mass notification system used to keep residents up to date, in real-time, about localized, emergency and non-emergency situations. This presentation will outline procedures and guidelines for selecting and distributing RoCo Alerts to residents of the City of Salisbury and Rowan County.

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: Linda McElroy, 704-638-4460

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:

RoCo Alerts – Everbridge Guidelines



RoCo Alerts

Rowan County Emergency Management and the City of Salisbury are partners in managing “RoCo Alerts,” a mass notification system used to keep residents up to date, in real time, about localized, emergency and non-emergency situations. RoCo Alerts is administered by Everbridge®, the parent company of Nixle, Salisbury’s former mass notification system.

RoCo Alerts is available at no charge, allowing county residents and visitors to receive alerts via text, email, voice calls, and through the Everbridge app, in the event of incidents such as large-scale emergencies, road closures, inclement weather events, safety alerts and localized water main breaks.

It is our joint mission to provide this important information at critical times. This partnership ensures all county residents and visitors as appropriate, can receive information from a single source.

To register, residents should visit rowancountync.gov/RoCoAlerts or salisburync.gov/RoCoAlerts or download the Everbridge app in the Apple App Store or Google Play Store.

Purpose

This document outlines procedures and guidelines for selecting and distributing RoCo Alerts to residents of the City of Salisbury and Rowan County, and City of Salisbury employees. It is intended to assist Everbridge administrators in its selection and timely activation.

The following are recommended best practices for the City of Salisbury RoCo Alerts and Salisbury Employee Alerts procedures.

RoCo Alerts – Everbridge Guidelines



RoCo Alerts

- RoCo Alerts must only be utilized by authorized, trained employees of Rowan County, the City of Salisbury, North Carolina Emergency Management (EM) or individuals with expressed permission from Rowan County or the City of Salisbury
- RoCo Alerts notifications will be sent or delivered between 7 a.m. and 9 p.m., unless the incident or situation could result in a potential loss of life. Rowan County Emergency Management will most likely be involved in incidents of potential loss of life. EM can advise on the RoCo Alert delivery.
- Examples of potential active alerts are:
 - Severe, inclement weather alerts
 - Heavily-traveled-road closures
 - Water main breaks or other losses of water
 - Hazardous materials leak
 - Missing children
 - Missing elderly residents
 - Power outages
 - Criminal activity – or active shooter
- Examples of inappropriate alerts are:
 - One-lane closures on less-traveled side streets
 - Temporary lane closures for one hour or less (for example pothole repair)
 - Advertisement of private events, unassociated with the City or County
 - Minor traffic signal repair not related to a power outage or traffic incident
- Geographically-targeted alerts, such as water main breaks or neighborhood shelter-in-place, should be directed to targeted neighborhoods or areas by using the shape library or draw shapes feature. Alerts should not be sent to the County or City at large.
- Each RoCo Alert notification should be sent to the “Always Notify” group.
- External notifications should not require confirmation requests
- Short Message Service (SMS), also known as text, messaging and the Everbridge App should be used as the primary methods of notification, although “message body” must be completed to use custom SMS

RoCo Alerts – Everbridge Guidelines



message as a delivery method

- Delivery methods other than SMS message should be used in life-threatening or immediate need situations, such as hazardous materials leak, missing children, missing elderly residents, active shooter and tornadic activity. Typically, Rowan County EM will be included in these incidents and can advise on the RoCo Alert method.
- As SMS messaging characters are limited to 160 characters, text messages should convey the most important information and, if possible, include a link to a news release or related webpage
- Sender caller ID should not be changed unless otherwise directed

Salisbury Employee Alerts

- City of Salisbury Employee Alerts are sent to current City of Salisbury employees only
- New City employees should be added to the contact list as permission forms are completed.
- City employees added to the Salisbury Employee Alerts are given generic staff numbers per the required “External ID” under “New Contact.” Most external ID numbers begin with “Staff” and continues with a three-digit number. For example: Staff 750.
- City employees receive alerts voluntarily (per a signed permission form) to personal cell phones, and is mandatory to stipend cell phones
- Examples of potential employee alerts are:
 - Mandatory Open Enrollment
 - Mandatory Human Resources training
 - Administrative office closings
 - Severe weather alerts and/or closings
 - Road closures that may affect employee travel for their positions
 - Mandatory and important employee meetings
 - Shelter-in-place (stay where you are) notifications
 - Active shooter in a city building
 - Information technology security concerns
- Separated employees should be removed from the contact list as soon as possible.

Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

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

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

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

Description of Requested Agenda Item:

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

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

Attachments: Yes No

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

This project was budgeted for in FY 2023-2024.

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

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

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

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

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature

Department Head Signature

Salisbury City Council Agenda Item Request Form



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:



NEIGHBORHOOD *Beautification*

BEAUTIFY YOUR NEIGHBORHOOD

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

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

APPLY FOR THE GRANT BY FRIDAY, MARCH 1

www.SalisburyNC.gov/Neighborhood ✉ Neighborhood@SalisburyNC.gov ☎ (704) 638-5235

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



Salisbury City Council Agenda Item Request Form



Please Select Submission Category: Public Council Manager Staff

Requested Council Meeting Date: February 20, 2024

Name of Group(s) or Individual(s) Making Request: Anne Little, Diversity, Equity and Inclusion Director

Name of Presenter(s):

Requested Agenda Item: Announcement for Cultivating Community Conversations

The Salisbury Youth Council will partner with the Police Department to host a Cultivating Community Conversation for local youth on Tuesday, February 27, 5 p.m. at City Park Recreation Center. Local businesses are invited to engage with Chief Smith and staff, on Thursday, February 28, 8:30 a.m. at the Salisbury Police Department.

Funding for the Community Conversations is provided by Duke Energy and is aimed at promoting social justice and racial equity initiatives. For more information please contact Anne Little at 704-638-5218 or anne.little@salisburync.gov.

Description of Requested Agenda Item:

Attachments: Yes No

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

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

Contact Information for Group or Individual: Anne Little

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******
