



## Planning Board/Board of Adjustment

### Regular Meeting Agenda

Monday, October 12, 2026, 6:00 PM

#### **Meeting Initiation**

- |                                           |                    |
|-------------------------------------------|--------------------|
| 1. Call to Order                          | Chairman Witkowski |
| 2. Moment of Silence                      | Chairman Witkowski |
| 3. Pledge of Allegiance                   | Chairman Witkowski |
| 4. Determination of a Quorum (4 of 7)     | Chairman Witkowski |
| 5. Approval of Minutes of August 10, 2026 | Board              |
| 6. Adopt Proposed Agenda                  | Board              |

#### **New Business**

- |                                          |                |
|------------------------------------------|----------------|
| 7. Grants Creek Greenway MOU             |                |
| • Presentation                           | Planner Blount |
| • Discussion                             | Board          |
| • Recommendation to BoA                  | Board          |
| 8. Long St Annexation                    |                |
| • Presentation                           | Planner Blount |
| • Discussion                             | Board          |
| • Recommendation to BoA                  | Board          |
| 9. Longs Ferry Rd Rail Separation Bridge |                |
| • Presentation                           | Planner Blount |
| • Discussion                             | Board          |

#### **Old Business (Planning Board)**

- |                                   |                |
|-----------------------------------|----------------|
| 10. John St rezoning update       | Planner Blount |
| 11. Lincoln Ave Annexation update | Planner Blount |
| 12. Hacket St Annexation update   | Planner Blount |
| 13. US HWY 29 Restriping update   |                |

#### **New Business (Board of Adjustment)**

14. No new business

#### **Old Business (Board of Adjustment)**

15. No new business

#### **Meeting Closing**

- |                                 |          |
|---------------------------------|----------|
| 16. Public Comment              | Chairman |
| 17. Comments from Board Members | Board    |
| 18. Announcements               | Chairman |

19. Adjournment

Chairman

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## **Planning Board/Board of Adjustment Regular Meeting Monday, August 10, 2026**

The meeting was called to order by Anthony Nero at 6:00 PM, followed by a moment of silence and the Pledge of Allegiance.

A quorum was established; Donna Redfern, Donnie Walser, Anthony Nero, Bob Pendergrass and Terry Bryan were present. Town Planner, Steve Blount and Allison Myers, Office Assistant, were also in attendance. Greg Lucas Beam and Tim Witkowski were absent.

Approval of minutes: A motion by Bob Pendergrass and seconded by Donna Redfern all voted in favor of July minutes approval with a name correction.

Motion to approve proposed agenda by Bob Pendergrass, and seconded by Donnie Walser, all voted in favor.

### **New Business (Planning Board)**

#### **7. Lincoln Ave. Annexation**

- Presentation given by Planner Blount
- Discussion by Board
- Bob Pendergrass made a motion and Donna Redfern seconded all voted in favor of recommending approval to the Board of Aldermen.

#### **8. John Street Rezoning**

- Presentation by Planner Blount
- Discussion by Board
- Bob Pendergrass made a motion and Donna Redfern seconded, all voted in favor of recommending approval to the Board of Aldermen.

#### **9. Salisbury Ave/US HWY 29 Restriping**

- Presentation by Planner Blount
- Discussion by Board
- Bob Pendergrass made a motion and Donna Redfern seconded, all voted in favor of supporting project to Board of Aldermen.

### **Old Business (Planning Board)**

**10.** Hawkinstown Road Annexation and rezoning update by Planner Blount (Engineer working on plans)

**11.** 600 S Salisbury Ave rezoning update by Planner Blount

### **New Business (Board of Adjustment)**

**12.** No new business

**Old Business (Board of Adjustment)**

13. Variance process review by Planner Blount & Board

**Meeting Closing**

12. Public Comment -No Public Comment

13. Comments from Board Members Board

14. Announcements- Chairman

15. Adjournment-A motion to adjourn by Terry Bryan, seconded by Bob Pendergrass.

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MEMO

Date: 10.5.26

By: Steve Blount

RE: Grants Creek Greenway  
Memorandum Of Understanding

Narrative:

Some time ago, staff from Spencer, Salisbury and Catawba College began working on a section of greenway that would run along Grants Creek from Old Mocksville Road in Salisbury to 7<sup>th</sup> St in Spencer. Called the Grants Creek Greenway Connector, this approximately 1.65 mile long stretch of trails would allow connection to Salisbury's growing greenway system, Catawba College's campus and Stanback Ecological Preserve, Spencer's Stanback Forest, and then via a system of sidewalks and bike lanes (EB-5861), connect all of that to the Town's Yadkin River Trailhead Park and the proposed Yadkin River District. This system of pedestrian links would provide a world class community amenity and allow the many residential developments along the trail an alternate transportation link.

During the past years, staff has been reaching out to property owners along the proposed greenway, working to create commitments to donate or sell property or easements needed for the chosen route. Over that time, the route has evolved to avoid those property owners opposed to the project. At this point, we feel that we are close to having at least conditional commitments from all of the impacted property owners and thus it is time to begin taking the next steps forward to making this project a reality.

While the three initiating entities have been working closely together, we feel it is time to add some formality to this arrangement that will become necessary as we apply for grants and enter into formal adoption of land use/ownership transactions. The first step in this process is adoption of a formal Memorandum of Understanding (MOU) or an Intergovernmental Agreement.

Salisbury's planning and legal staff have drafted a proposed MOU for our consideration. This draft is meant to support initial planning and planning grant application activities of the three entities, and it will evolve with more details added later when we begin to contemplate ownership, operation, and maintenance activities related to the various sections of the greenway.

## Interlocal Agreement For the Joint Planning of the Grants Creek Greenway from West Innes Street to the Fred and Alice Stanback Educational Forest

This Interlocal Agreement For the Joint Planning of the Grants Creek Greenway from West Innes Street to the Fred and Alice Stanback Educational Forest (the “Agreement”) is entered into as of \_\_\_\_\_, 2026 (the “Effective Date”) by and between the City of Salisbury, a North Carolina municipal corporation (“Salisbury”), the Town of Spencer, a North Carolina municipal corporation (“Spencer”), and Catawba College, a North Carolina nonprofit corporation (“College”) (collectively, the “Parties”).

1. Purpose and Background. The purpose of this Agreement is to establish a cooperative partnership for the joint planning of a new greenway segment along Grant’s Creek from West Innes Street to the Town of Spencer’s Fred and Alice Stanback Educational Forest. The new greenway segment is intended to strengthen connectivity, expand recreational opportunities, enhance environmental stewardship, and improve bicycle and pedestrian access between Salisbury and Spencer. The Parties desire to enter this Agreement to affirm their commitment to work together to evaluate feasible options, identify funding sources, and prepare a conceptual plan that will guide future design, engineering, property acquisition, and construction activities for the new greenway segment.

The Parties recognize that Grant’s Creek represents an important natural resource and potential recreational corridor connecting neighborhoods, ecological preserves, educational institutions, and other community destinations within and between Salisbury and Spencer.

The Parties further recognize that planning the greenway collaboratively will promote a coordinated vision, maximize public investment, improve competitiveness for state and federal grant opportunities, and ensure that future improvements are compatible across municipal boundaries.

2. Scope. The Parties agree to collaborate in the planning of the Grant’s Creek Greenway. Planning activities may include, but are not limited to:
  - a. Collecting and evaluating existing conditions.
  - b. Identifying potential greenway alignments.
  - c. Evaluating environmental, topographic, and engineering constraints.
  - d. Reviewing property ownership and potential easement needs.
  - e. Identifying connections to existing and planned sidewalks, bicycle facilities, schools, neighborhoods, and community destinations.
  - f. Developing conceptual designs and implementation alternatives.
  - g. Identifying potential funding opportunities.
  - h. Preparing recommendations for phased implementation.

Nothing in this Agreement shall obligate any Party to engage in any activity that cannot be completed by existing staff of any Party. Specifically, nothing in this Agreement shall

obligate any Party to hire consultants or other third parties or to engage in property acquisition, construction, or other capital improvements.

3. Responsibilities of the Parties. The Parties agree to work together throughout the planning process. To that end, each Party shall:
  - a. Designate a primary staff member to serve as project liaison.
  - b. Participate in project meetings and steering committee meetings, if applicable.
  - c. Except where such information is protected by law from disclosure, share available planning, engineering, GIS, utility, environmental, and transportation information relevant to the project.
  - d. Coordinate with elected officials and advisory boards as appropriate.
  - e. Assist in public outreach and stakeholder engagement with each Parties' citizens, constituents, faculty, staff, and students, as applicable.
  - f. Review planning documents and provide timely comments throughout the planning process.
  - g. Collaborate in identifying grant opportunities and potential funding partners.
4. Primary Project Management. A designee from Spencer shall act as the Primary Project Manager of the planning process. The Primary Project Manager is responsible for:
  - a. Coordinating project meetings.
  - b. Soliciting consultant services, with the prior written consent of the other Parties.
  - c. Coordinating public engagement activities.
  - d. Monitoring project progress and schedule.
5. Funding. This Agreement does not create a financial obligation for any Party. Unless otherwise agreed in writing, each Party shall be responsible for its own staff time and administrative expenses associated with the planning effort. Should consultant services, grant matching funds, or other project expenses become necessary, the Parties agree to work together to establish an appropriate cost-share. Provided, however, that nothing in this Agreement shall obligate the expenditure of funds by any Party. Any subsequent agreement that obligates the expenditure of funds shall be in writing and signed by all Parties bound to provide funding. The Parties agree to cooperate in pursuing grants and other funding opportunities that support planning, design, and future implementation of the Grants Creek Greenway.
6. Future Implementation. The Parties acknowledge that this Agreement is limited to collaborative planning activities. Any future actions involving the expenditure of funds for engineering, environmental permitting, property acquisition, easement acquisition, construction, operation, maintenance, or capital funding shall be through written agreements signed by all Parties.

7. Term. This Agreement shall be in effect from the Effective Date and shall remain in effect for three (3) years at which point it shall terminate without further action of any Party except where amended or earlier terminated as provided herein.
8. Termination. Any Party may terminate this Agreement by providing written notice to the other Parties, which notice can be by e-mail addressed to the designated project liaison.
9. Amendment. This Agreement may be amended only by written agreement executed by both Parties.
10. No Assignment. This Agreement is not assignable by any Party.
11. Governing Law. North Carolina law will govern the interpretation and construction of this Agreement.
12. Entire Agreement. This Agreement constitutes and expresses the entire agreement and understanding of 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 this Agreement and other documents references herein, the terms of this Agreement shall control.
13. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
14. 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 or copies of this Agreement will have the same validity and force as an “original.”
15. Authority to enter Agreement. The person(s) executing this Agreement on behalf of each Party have authority to do so as an official, binding act of each respective Party.

[INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF SALISBURY

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

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

\_\_\_\_\_

TOWN OF SPENCER

BY: \_\_\_\_\_  
NAME, TITLE

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

\_\_\_\_\_

CATAWBA COLLEGE

BY: \_\_\_\_\_  
NAME, TITLE



MEMO

Date: 10.5.26

BY: Steve Blount

RE: Long Street Annexation

Narrative:

Spencer planning staff was recently approached by the owner of parcel 052 001 located on the NW side of Long Street about 1,000 feet south of the Longs Ferry Road intersection concerning annexation of this parcel into the municipal limits of the Town. The property owner has plans to develop a small industrial/business park on that parcel consisting of five buildings totaling about 14,000 sq ft of space. While this type of development is certainly of great interest to the Town, its location within the Town of East Spencer's extraterritorial jurisdiction (ETJ) makes annexation somewhat more complicated.

If and when a piece of property is being considered for annexation by Town A, and it is physically closer to the municipal boundary of Town B, NC State annexation rules require that an agreement be reached between the two municipalities with Town B granting permission for Town A to annex said property. In the case of this particular property, it is contiguous to both towns so that rule would not apply.

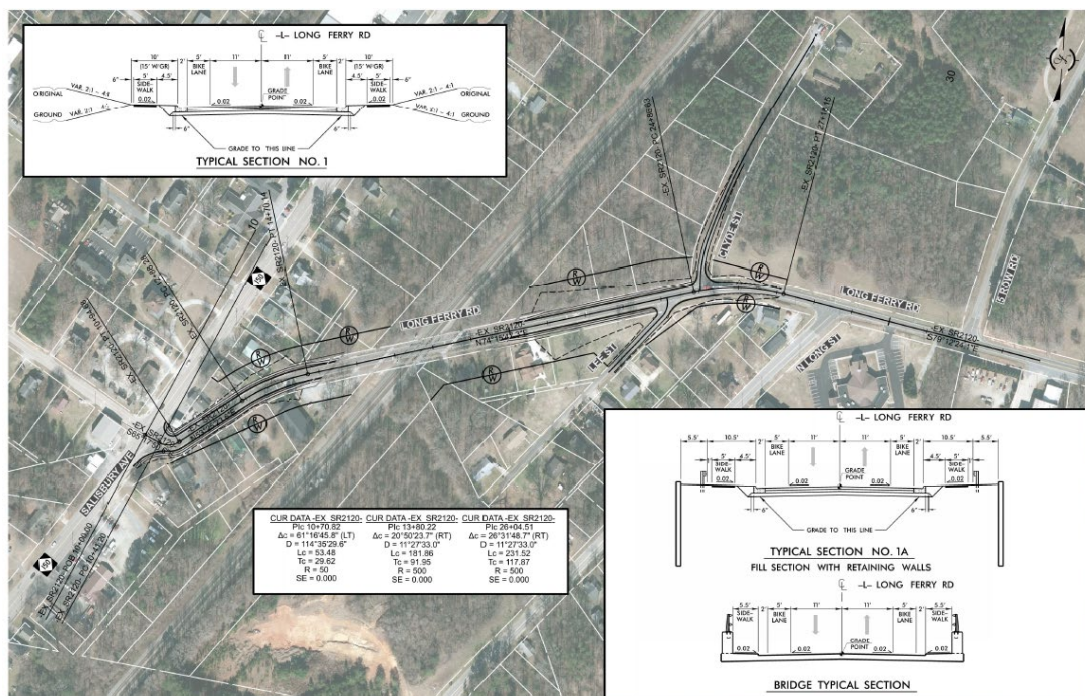
To avoid the need for separate agreements for each property that might come into question, NC Statutes allow the two towns to enter into a general agreement defining growth areas where each town can annex without permission of the other. The Town of Spencer and East Spencer entered into such an agreement about a year ago. Part of that agreement in addition to a map defining the growth areas was a statement that the two towns would not annex property located in the other town's ETJ. As indicated above, this property is located in East Spencer's ETJ.

When this situation was explained to the property owner, he explained that his primary motivation for seeking annexation from Spencer instead of East Spencer had to do with his options on connecting to water and sewer lines primarily serving Spencer or those primarily serving East Spencer. In addition to being impressed with the progress Spencer has made in recent years in our efforts to improve our community in many ways, the owner indicated that connecting to the Spencer oriented water and sewer lines would better serve his project and at a lower cost. Primary to annexation is that it must be voluntary, and, in this case, the property owner has indicated his desire to be annexed by Spencer.

The growth boundary agreement between Spencer and East Spencer makes possible modifications to the agreement with both boards voting in agreement to the modification. There is, of course, a mechanism within the language of the agreement to rescind it in its entirety by a vote of either board. Staff's recommendation is to work with the property owner and the

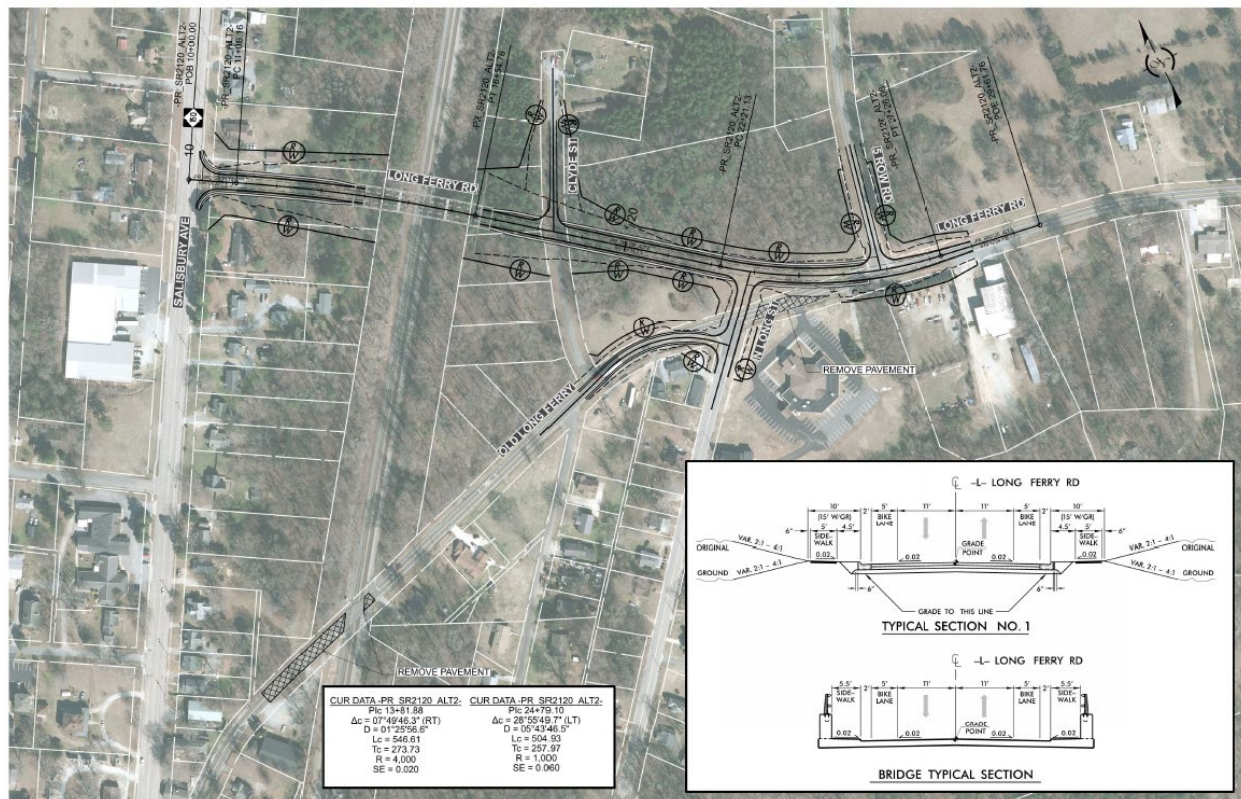
leadership of the Town of East Spencer to modify the agreement as necessary to allow annexation of this parcel by the Town of Spencer.

To add just a little more complexity to this issue, if this parcel were annexed into the Town of Spencer, there would remain a small strip of land north of this property that would still be in East Spencer's ETJ. This area consists of six residential lots along Lee and N Long Street. This area is contiguous to the Town of Spencer's municipal boundary. Staff would suggest that as a part of this agreement that this area be transferred into Spencer's ETJ.



NCDOT's 2<sup>nd</sup> alternate follows a new more northerly route, starting at about Five Row Road, crossing the railroad tracks perpendicularly (thus shortening the bridge), intersecting Salisbury Ave about 200' south of Isaac St. This particular routing is in line with earlier planning efforts that suggested a loop road around the eastern parts of Salisbury and Spencer called the Jake Alexander Blvd Northern Loop. This planning effort took place over 20 years ago with little detailed thought given to the points of connection to existing roads.

This suggested routing would impact several new homes built on Clyde St. While this routing has some benefits, staff suggested that it be pushed about 250' further north, aligning with Isaac St instead of dead ending into the Salisbury Ave intersection.



Planning staff also suggested the possibilities of following a more southerly route that would end with a perpendicular intersection with Charles St. These options were discarded by NCDOT due to road design constraints leading up to the new bridge.



NCDOT will continue with preliminary design and pricing for the revised northern route. With better numbers in hand, this project will continue to be “scored” by NCDOT during its ongoing project prioritization process.