

17. Mayor's Notes

- A. Wednesday, February 10
- B. Thursday, February 11
- C. Friday, February 12
- D. Monday, February 15
- ~~E. Monday, February 15~~
- F. Tuesday, February 16
- G. Thursday, February 18
- H. Wednesday, February 24
- I. Monday, March 1
- J. Monday, March 8

Announcements and Date Reminders

- 5:00 p.m. Centralina Board of Delegates (virtual)
- 6:00 p.m. Community Appearance Commission
BoA Planning Retreat
- 5:00 p.m. Parks, Events, and Recreation Committee
- ~~5:30 p.m. Zoning Board of Adjustment~~
- 3:30 p.m. Revitalization Team
- 7:30 a.m. Rowan Chamber Power in Partnership Webinar
- 5:30 p.m. Cabarrus-Rowan County MPO TAC
- 6:00 p.m. Planning Board
- 5:00 p.m. Rowan Chamber Business After Hours

18. Closed Session

Personnel Performance

ACTION REQUESTED: Motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.

ACTION REQUESTED: Motion to return to open session.

Adjourn

Agenda Item Summary

Regular Meeting
February 8, 2021
Agenda Item 1

Summary:

The Board may discuss, add, or delete items from the Regular Meeting agenda.

Action Requested:

Motion to adopt the February 8, 2021 Board of Aldermen Meeting Agenda (as presented / as amended).

Approval of Agenda

Motion Made By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Second By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

For:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Against:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

In case of tie:

Mayor Bill Feather

For
Against

Agenda Item Summary

Regular Meeting
February 8, 2021
Agenda Item 2

Summary:

The Board may discuss, add, or delete items from the Consent Agenda.

- A. Approval of the Minutes
 - 1) Regular Meeting Minutes January 11, 2021
- B. Departmental Reports
- C. Financial Reports

Action Requested:

Motion to approve the consent agenda (as presented / as amended).

Approval of Consent Agenda

Motion Made By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Second By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

For:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Against:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

In case of tie:

Mayor Bill Feather

- For
- Against



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, January 11, 2021
7:00 p.m.**

Present: Mayor Bill Feather, Mayor Pro Tem John Linker, Alderman Kim Cress, Alderman Doug Shelton
(via video conferencing)

Not Present: Alderman Jim Costantino

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Chip Short (via video conferencing), Fire Chief/ Maintenance Supervisor Jason Hord, Police Chief Mark Cook, Finance Officer Shelly Shockley, Town Planner Steve Blount

Call to Order: Mayor Feather called the meeting to order at 7:00 p.m.

Determination of Quorum / Announcing Remote Participants: Mayor Feather determined there was a quorum present after Alderman Shelton announced his participation via the video conferencing platform. Mayor Feather updated the Board on Alderman Costantino's health condition. He and his wife are both still in the hospital.

Moment of Silence: Mayor Feather led a moment of silence.

Pledge of Allegiance: The Pledge of Allegiance was led by Mayor Feather.

1. Approval of the Agenda

There was discussion regarding a request that had been submitted by Alderman Shelton to add NCLM Advocacy Goals as an action item.

ACTION: Alderman Cress made a motion to approve the agenda with the addition of NCLM Advocacy Goals as item 12A. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

1) Regular Meeting Minutes December 7, 2020

B. Departmental Reports

C. Financial Reports

ACTION: Mayor Pro Tem Linker made a motion to approve the consent agenda as presented. Alderman Cress seconded the motion. The motion passed 3-0.

3. Citizen Comments

- Brittany Barnhardt, 306 Meadow Wood Court – spoke in support of the Parks Master Plan.

4. Guests and Presentations

A. ISO Update

Insurance Commissioner Mike Causey

North Carolina Commissioner of Insurance and State Fire Marshal Mike Causey spoke about the improvements and upgrades the town has made over the years. He recognized the Chief, the Fire Marshal, Emergency Management, and the fire department personnel for their contributions. Commissioner Causey presented Chief Hord and the Granite Quarry Fire Department with the ISO Class 1 rating. The ISO 1 is the highest rating a fire department can earn. Granite Quarry joins the ranks of only 16 other fire departments in the state with the ISO 1 rating. Granite Quarry is the smallest town in the state with this class designation. Commissioner Causey spoke about the work and cooperation that went into earning the achievement and stated that it may reduce insurance rates for residential and commercial customers in the area.

Chief Hord thanked his family, the Board, the previous Town Manager Phil Conrad, the current Town Manager Larry Smith, Rowan Emergency Services Chief Allen Cress, Rowan County Fire Marshal Deborah Horne, 911 Chief Lonnie Owens, Mike West and Salisbury Rowan Utilities, all 39 members of his team, and all the chiefs who served before him.

Chief State Fire Marshal Brian Taylor recognized the part the water department, Emergency Management, and Fire Marshal's office had in helping Granite Quarry Fire Department achieve the rating.

5. Town Manager's Update

Manager Smith presented Chief Hord with an award for his enthusiasm and leadership in bringing the department to a level of excellence that led to the new ISO 1 rating.

Manager Smith referenced his report in the agenda packet and asked whether the Board wanted to review the goals spreadsheet and possibly make amendments prior to the planning retreat. The Board consensus was to wait until the retreat to have the discussion. Retreat questionnaires will be sent out to the Board this week and will need to be returned to the clerk by 1/25/2021.

Old Business

6. Comprehensive Parks and Recreation Master Plan

The Board again discussed the necessity, timing, and amount of funding required for a Parks and Recreation Master Plan. Manager Smith reiterated that the plan would be an investment that would allow the Town to be competitive for grants. Once in place, the plan would need to be updated every five to ten years.

ACTION: Mayor Pro Tem Linker made a motion to authorize the Town Manager to proceed with commissioning a Comprehensive Parks and Recreation Master Plan for the Town if it can be accomplished within an amount not to exceed \$30,000. Alderman Cress seconded the motion. The motion passed 3-0.

New Business

7. **GQ Emergency Paid Sick Leave Policy**

The Board discussed the proposed Granite Quarry Emergency Paid Sick Leave (GQEPSL) policy. The Board asked questions including whether an employee could be asked to use accrued leave before being granted GQEPSL. It was clarified that only full-time employees accrue leave; part-time employees would not have accrued leave to use. The policy would cover all employees in an effort to keep everyone safe and healthy.

ACTION: Mayor Pro Tem Linker made a motion to approve the Granite Quarry Emergency Paid Sick Leave policy as presented. Alderman Cress seconded the motion. The motion passed 3-0.

8. **Granite Fest Performer's Contract** **Darrell Harwood**

The Board discussed the Parks, Events, and Recreation Committee's plan to have Darrell Harwood perform at the 2021 Granite Fest in October and referenced the contract that was included in the agenda packet. The PERC budget would cover the cost. The deposit would be paid this fiscal year and the balance would be paid next fiscal year.

There was Board consensus to move forward with the contract.

9. **Budget Amendment #9** **Eagle Scout Project**

To reimburse Christian Stebe for expenses related to an Eagle Scout project approved at the October 5, 2020 Board of Aldermen meeting.

ACTION: Mayor Pro Tem Linker made a motion to approve Budget Amendment #9 as presented. Alderman Cress seconded the motion. The motion passed 3-0.

10. **Budget Amendment #10** **Fire Department Donations**

To transfer two (2) donations made to the Fire Department to Fire – Supplies & Equipment for the purchase of two (2) Phillips Automated External Defibrillators.

ACTION: Mayor Pro Tem Linker made a motion to approve Budget Amendment #10 as presented. Alderman Cress seconded the motion. The motion passed 3-0.

11. **Proclamations** **Martin Luther King, Jr. Day** **Black History Month**

Mayor Feather stated that the Town had proclamations for Martin Luther King, Jr. Day and Black History Month.

12. **Board Comments**

- Alderman Cress commented on the Fire Department's achievement and stated there was a lot to be proud of.

12.A. **NCLM Advocacy Goals**

The Board discussed the email from the NCLM requesting that each municipality designate a voter and vote on which 10 of the 17 presented advocacy goals were most important to the Board.

ACTION: Mayor Pro Tem Linker made a motion that the designated voter be Clerk Smith. Alderman Cress seconded the motion. The motion passed 3-0.

It was requested that the Board members give Clerk Smith their top ten goals by Wednesday, January 13th.

13. Mayor's Notes

- A. Wednesday, January 13
- B. Thursday, January 14
- C. Monday, January 18
- D. Tuesday, January 19
- E. Tuesday, January 19
- ~~F. Tuesday, January 19~~
- G. Thursday, January 21
- H. Wednesday, January 27
- I. Monday, February 1
- J. Monday, February 8

Announcements and Date Reminders

- 5:00 p.m. Centralina Executive Board (virtual)
- 6:00 p.m. Community Appearance Commission
- Martin Luther King, Jr. Day - Office Closed
- 3:30 p.m. Revitalization Team
- 5:00 p.m. Parks, Events, and Recreation Committee
- ~~5:30 p.m. Zoning Board of Adjustment~~
- 7:30 a.m. Rowan Chamber Power in Partnership Webinar
- 5:30 p.m. Cabarrus-Rowan County MPO TAC
- 6:00 p.m. Planning Board
- 5:00 p.m. Rowan Chamber Business After Hours

The Mayor made the Board aware that his schedule would be quite hectic over the next month.

Adjourn

ACTION: Alderman Cress made a motion to adjourn. Mayor Pro Tem Linker seconded the motion. The motion passed 3-0. The meeting ended at 8:19 p.m.

Respectfully Submitted,

Aubrey Smith
Town Clerk



Planning Department Monthly Report January 2021

ZONING PERMITS

7 issued

Date	Address	Permit	Purpose
1/4/2021	Chamandy Rd	Commercial	zoning permit- interior upfit
1/6/2021	510 N Main St	Residential	zoning permit-garage
1/8/2021	923 N Salisbury Ave	Commercial	temp sign permit during renov of main sign
1/13/2021	224 S Cleo Ave	Residential	zoning permit single-family home
1/27/2021	175 Twin Oaks Rd	Residential	recombination plat
1/28/2021	??? Pop Eller Dr	Residential	zoning permit single-family home
1/28/2021	209 Joe Lewis St	Residential	zoning permit single-family home

Code Violations

(5 new violations cited, 2 resolved)

Date	Address	Issue	Status
1/11/2021	810 N Salisbury Ave	RV being used for housing	Pending
1/15/2021	505 S Main St	appliance at curb	Pending
1/22/2021	717 S Main St	junk on site, tanks with water	Pending
1/25/2021	726 S Main St	person living in car	Pending
1/28/2021	128 N Oak St	couch at curb	Pending

Planning and Zoning Enquiries

Date	Location	Issue
12/29/2020	Various	Worked with property owners on downtown LI rezoning
1/6/2021	Various	Responded to several flooding issues related to heavy rain event
1/7/2021	All	Notified of NCDOT planning grant award
1/11/2021	S Salisbury Ave	Enquiry about food truck regulations
1/11/2021	350 Cantiberry	Water/sewer availability enquiry
1/11/2021	N Salisbury Ave	Town responsibility for unnamed road row
1/13/2021	All	Assembled information for annexation vs utilities policy
1/19/2021	Loganberry Lane	Land use enquiry
1/19/2021	Twin Oaks Rd	Lot dimension enquiry for recombination plat
1/21/2021	S Main St	Privacy fence enquiry

1/22/2021	Pop Eller Dr	Rowan County preliminary name of road off Coley Rd
1/25/2021	All	Enquiry about electronic gaming legality in GQ
1/25/2021	HWY 52	Dollar General property owner agrees to annexation
1/28/2021	S Salisbury Ave	Signed ABC License permit application

Miscellaneous

- 1/4/2021 Planning Board meeting.
- 1/18/2021 ZBA Meeting – Meeting cancelled for lack of business



January Work 2021 Public Works Report

- Normal Maintenance Duties Daily - (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- PM check on generator
- Leaf pick up every other week
- FEMA project for Lake in final approved awaiting RFP from AWCK
- Fence installed at Lake park – Statesville Fence
- Sanitized town hall, playgrounds at parks, and restrooms
- Raked and collected leaves at both parks
- Kerns St. “dip or sinking curb” fixed – Mid-Carolina
- F350 tailgate repaired, small dent - Crossroads Body
- Continued street sign installations
- Trail maintenance
- Bryd property maintenance – leaves in gutters, etc.
- Street sweeping – Byrd, Oak, Walnut, Bank, Lyerly

2007 Ford Truck	Mileage – 59,746	+385 miles
1995 Ford Dump Truck	Mileage – 39,160	+120 miles
2009 Ford Truck	Mileage – 76,726	+715 miles
2019 Ford Truck F350	Mileage – 7,825	+519 miles



Town of Granite Quarry Fire Department

Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596



Board Report February/2021 Chief Hord

Emergency Calls for Service January 2021

22 calls in district

- 18 – EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 2 – Alarm/Structure Call – Fire Out Upon Arrival
- 1 – Small Outside Fire – Extinguished
- 1 – Move up

16 calls to Rockwell Rural

- 9 – Alarm/Structure Call – Cancelled en route
 - 5 – Manpower on Working Incidents
 - 1 – Staged Then Released
 - 1 – Cancelled en route
- 2 – EMS
 - 1 – Manpower
 - 1 – Cancelled en route
- 2 – Brush Fires/Small Outside Fires
 - 1 – Investigation
 - 1 – Cancelled en route
- 2 – Service Call (non-emergency assistance)
- 1 – MVA – Manpower

10 calls to Salisbury

- 4 – EMS
 - 1 – Manpower
 - 2 – Cancelled Upon Arrival
 - 1 – Cancelled en route
- 4 – Alarm/Structure Calls
 - 2 – Staged Then Released
 - 1 – Manpower on Working Incident
 - 1 – Cancelled en route
- 2 – Fire Alarms – Cancelled en route

5 calls to Union

- 3 – EMS
 - 2 – Manpower
 - 1 – Staged Then Released

- 1 – Alarm/Structure call – Manpower on Working Incident
- 1 – Fire Alarm – Cancelled en route

3 Calls to Rockwell City

- 3 – Fire Alarm - Cancelled en route

2 Calls to Spencer

- 2 – Alarm/Structure Calls
 - Manpower on Working Incident
 - Cancelled en route

TOTAL – 56

ACTIVITIES

- Daily activities include apparatus & equipment checks, training, station maintenance, pre-plan development, hose and hydrant maintenance, water points, emergency response, public education, inspections, and the assistance of other divisions within the Town of GQ.
- Weekly Monday night training.
- Our monthly training included E.M.T. continuing education.
- Various training exercises throughout the week for on shift training with part time staff.
- Car Seat Check Station on Thursday from 1 p.m.to 4 p.m.
- Site Reviews and Business info updates with part-time and fulltime personnel.
- Received ISO Class 1.
- Took Unit 579 out of service. (Ford Explorer)
- Placed Squad 57 in service. (Ford F-250)



Granite Quarry-Faith Joint Police Authority

P.O. Box 351 • 143 North Salisbury Ave, Granite Quarry, NC 28072
Office: (704)279-2952 • Fax: (704)279-6648



Police Department Report

February 2021

- Call volume report for the month of January 2021:

- Date of Report: 02/01/2021
 - Total calls for service/activities – 263
 - Calls for service/activities Granite Quarry: 218
 - Calls for service/activities Faith: 58
 - Incident Reports- 17
 - Arrest Reports- 6
 - Crash Reports- 4
 - Traffic Citations- 10
 - See Attached for Total Calls for Service.

- The following is the ending and average mileage for each vehicle by month:

221 Chevy Impala-	End-	62,931
224 Ford Taurus-	End-	75,942
225 Ford Utility-	End-	60,840
226 Ford Utility -	End-	41,328
227 Ford Utility -	End-	64,870
228 Ford Utility -	End-	31,980
229 Ford F150 -	End-	50,832
230 Dodge Durango -	End-	26,183
231 Ford Utility-	End-	6,272

- Other Information:

- Average response time for January 2021 CFS is 2.63 minutes.
- Drug Collection Box. January 2021: 3.59 pounds collected.
- January CID Report. 8 Cases assigned; 4 Cases cleared; 18 follow-ups conducted; 93 open assigned cases.

GQPD

Events by Nature Code by Agency

Agency: GQPD, Event date/Time range: 01/01/2021 00:00:00 - 01/31/2021 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
GQPD	103A1 ROUTINE DELIVER MESSAGE	0	0	1	1	0%	0:04:35	0:00:00	0:00:00	0:19:23	0:19:23
	103A2 FOUND PROPERTY	0	1	0	1	0%	0:00:00	0:00:00	0:12:29	0:12:29	0:12:29
	104C1 BANK ALARM (INTRUSION)	0	0	1	1	0%	0:02:20	0:05:22	0:00:52	0:08:34	0:08:34
	104C2 COMMERCIAL BURG (INTRUSI	0	0	5	5	2%	0:02:31	0:03:02	0:02:48	0:41:46	0:08:21
	104C3 RESIDENTAL BURG (INTRUSI	0	0	2	2	1%	0:02:09	0:00:00	0:00:00	0:09:04	0:04:32
	104D2 COMMERCIAL HOLD UP ALARM	0	0	1	1	0%	0:03:25	0:02:31	0:08:20	0:14:16	0:14:16
	106C5 ASSAULT JUST OCC	0	0	1	1	0%	0:05:42	0:01:56	1:58:54	2:06:32	2:06:32
	107B1 ASST OTHER AGENCY-ROUTIN	0	1	0	1	0%	0:00:00	0:00:00	0:01:22	0:01:22	0:01:22
	108O1 BOMB / PACKAGE-REFERAL	0	0	1	1	0%	0:01:12	0:05:17	0:53:58	1:00:27	1:00:27
	110C4 RES BURGLARY JUST OCC	0	0	1	1	0%	0:02:12	0:10:29	0:18:08	0:30:49	0:30:49
	110D1 HOME INVASION	0	0	1	1	0%	0:03:54	0:02:54	0:34:05	0:40:53	0:40:53
	111D1 DAMAGE TO PROPERTY	0	1	0	1	0%	0:00:00	0:00:00	0:20:39	0:20:39	0:20:39
	112D2 DECEASED (SUDDEN)	0	0	1	1	0%	0:20:39	0:07:33	1:41:48	2:10:00	2:10:00
	112O1 DECEASED PERSON	0	0	1	1	0%	0:03:57	0:03:59	1:20:18	1:28:14	1:28:14
	113D1 DISTURBANCE / PHYSICAL	0	0	1	1	0%	0:19:02	0:03:22	0:14:59	0:37:23	0:37:23
	113D2 DISTURBANCE / VERBAL	0	0	1	1	0%	0:02:08	0:11:51	0:04:14	0:18:13	0:18:13
	114C1 PHYSICAL DOMESTIC	0	0	1	1	0%	0:05:29	0:06:14	0:17:00	0:28:43	0:28:43
	114D1 PHYSICAL DOMESTIC	0	0	3	3	1%	0:01:51	0:04:24	0:50:38	2:50:40	0:56:53
	114D2 VERBAL DOMESTIC	0	0	1	1	0%	0:02:27	0:12:32	0:16:17	0:31:16	0:31:16
	114O2 DOMESTIC - INFORMATION	0	1	0	1	0%	0:00:00	0:00:00	0:08:09	0:08:09	0:08:09
	116D2 DRUGS (SALE)	0	0	1	1	0%	0:03:08	0:00:00	0:00:00	0:22:28	0:22:28

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	116O2 DRUGS - INFORMATION	0	1	0	1	0%	0:00:00	0:00:00	0:11:30	0:11:30	0:11:30
	118B2 FRAUD-PAST FORGERY	0	0	1	1	0%	0:02:16	0:00:00	0:00:00	0:19:06	0:19:06
	118D1 FRAUD-CRIMINAL DECP TION	0	1	0	1	0%	0:00:01	0:00:00	0:52:57	0:52:58	0:52:58
	118D2 FRAUD-FORGERY	0	1	0	1	0%	0:00:00	0:00:00	0:59:08	0:59:08	0:59:08
	121D1 MENTAL - VIOLENT	0	0	1	1	0%	0:07:37	0:04:59	0:44:08	0:56:44	0:56:44
	125B1 CHECK WELFARE - ROUTINE	0	0	1	1	0%	0:05:22	0:03:08	0:02:09	0:10:39	0:10:39
	125B2 LOCKOUT - ROUTINE	0	1	3	4	2%	0:01:22	0:03:55	0:09:04	0:48:15	0:12:04
	125D1 CHECK WELFARE-URGENT	0	0	3	3	1%	0:03:52	0:06:56	0:28:26	1:57:42	0:39:14
	126D2 BUSINESS ROBBERY IN PROG	0	0	1	1	0%	0:01:16	0:00:00	2:30:21	2:31:37	2:31:37
	129C1 SUSPICIOUS PERSON	0	2	1	3	1%	0:02:37	0:04:20	0:56:45	2:57:14	0:59:05
	129C3 SUSPICIOUS VEHICLE	0	4	4	8	3%	0:04:44	0:05:21	0:26:36	3:49:17	0:28:40
	129C5 SUSPICIOUS CIRCUMSTANCE	0	0	2	2	1%	0:03:59	0:02:41	0:07:25	0:28:09	0:14:05
	130B1 LARCENY (ALREADY OCC)	0	1	2	3	1%	0:05:18	2:15:35	0:18:04	3:24:31	1:08:10
	130B2 VEHICLE LARCENY (PAST)	0	1	0	1	0%	0:00:00	0:00:00	1:05:08	1:05:08	1:05:08
	130B3 THEFT FROM VEH (PAST)	0	0	1	1	0%	0:05:21	0:28:46	0:04:50	0:38:57	0:38:57
	130B5 ATTEMPT VEH THEFT (PAST)	0	1	0	1	0%	0:00:00	0:00:00	0:46:59	0:46:59	0:46:59
	130C1 THEFT JUST OCCURED	0	0	2	2	1%	0:02:38	0:03:41	0:35:28	1:23:33	0:41:47
	131B1 TRAFFIC ACCIDENT - PD	0	0	2	2	1%	0:01:25	0:05:06	2:52:23	5:57:48	2:58:54
	132B1 MINOR TRAFFIC VIOLATION	0	0	1	1	0%	0:09:56	0:00:00	0:00:00	0:10:05	0:10:05
	132C1 SEVERE TRAFFIC VIOLATION	0	0	1	1	0%	0:10:43	0:00:00	0:00:00	0:12:33	0:12:33
	132C2 HAZARDOUS ROAD CONDITION	0	1	0	1	0%	0:00:00	0:00:00	0:00:40	0:00:40	0:00:40
	132C3 HAZARDOUS VEHICLE	0	0	1	1	0%	0:04:15	0:05:40	0:02:11	0:12:06	0:12:06
	132D1 ROAD RAGE	0	0	1	1	0%	0:03:22	0:00:00	0:00:00	0:07:44	0:07:44
	133D1 TRESPASSING	0	1	1	2	1%	0:04:31	0:07:05	0:31:08	1:13:52	0:36:56

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	9E1 CARDIAC OR RESP ARREST	0	0	1	1	0%	0:00:11	0:00:00	2:20:41	2:20:52	2:20:52
	ATTEMPT TO LOCATE	0	0	1	1	0%	0:08:18	0:06:08	0:15:55	0:30:21	0:30:21
	BURGLARY ALARM	0	0	4	4	2%	0:02:51	0:04:50	0:05:54	0:54:21	0:13:35
	BUSINESS OR HOUSE CHECK	0	82	0	82	31%	0:00:01	0:02:03	0:06:06	8:22:35	0:06:08
	COMMUNITY PROGRAM	0	1	0	1	0%	0:00:00	0:00:00	0:32:38	0:32:38	0:32:38
	DELIVER MESSAGE	0	0	5	5	2%	0:13:56	0:00:08	0:02:18	2:45:46	0:33:09
	DOMESTIC PROPERTY PICKUP	0	0	2	2	1%	0:02:50	0:06:35	0:21:16	0:46:20	0:23:10
	ESCORT FUNERAL OR OTHER	0	0	1	1	0%	1:33:41	0:00:00	0:00:00	1:41:57	1:41:57
	FOLLOWUP	0	22	1	23	9%	0:00:33	0:11:49	1:03:34	24:36:04	1:04:11
	GENERAL INFORMATION	0	4	0	4	2%	0:00:01	0:00:00	0:03:49	0:15:17	0:03:49
	PARK CHECK	0	20	0	20	8%	0:00:01	0:00:00	0:02:09	0:43:17	0:02:10
	SCHOOL SECURITY CHECK	0	3	0	3	1%	0:00:00	0:00:00	0:15:41	0:47:04	0:15:41
	TRAFFIC CONTROL	0	3	0	3	1%	0:00:00	0:00:00	0:32:47	1:38:21	0:32:47
	TRAFFIC STOP	0	32	0	32	12%	0:00:01	0:00:00	0:19:28	10:23:08	0:19:28
	UNLOCK VEHICLE CHILD INSIDE	0	1	0	1	0%	0:00:00	0:00:00	0:03:36	0:03:36	0:03:36
	VEHICLE ACCIDENT PROP DAMAGE	0	1	1	2	1%	0:04:42	0:03:18	2:02:21	4:12:42	2:06:21
	WARRANT SERVICE	0	5	1	6	2%	0:00:49	0:03:16	0:40:20	4:14:20	0:42:23
	Subtotals for No Summary Code	0	193	70	263	100%	0:06:01	0:09:37	0:35:32	111:26:14	0:40:16
	Subtotals for GQPD	0	193	70	263	100%	0:06:01	0:09:37	0:35:32	111:26:14	0:40:16



Finance Department

Breakdown of Departments:
As of January 31, 2021

Department	Budgeted	YTD	
Revenues:	<u>2,989,534</u>	<u>1,766,239</u>	<u>59%</u>
Total Revenues:	\$ 2,989,534	\$ 1,766,239	59%
Expenses:			
Governing Body	183,249	48,713	27%
Administration	614,825	336,390	55%
Maintenance	522,433	207,134	40%
Parks & Recreation	88,633	67,892	77%
Police Dept.	802,554	383,230	48%
Fire Department	520,372	359,817	69%
Sanitation	135,693	76,679	57%
Streets	<u>121,775</u>	<u>53,583</u>	44%
Total Expenses	\$ 2,989,534	\$ 1,533,438	51%
Expense to Revenue:			87%

Please see the Budget Vs. Actual Report attached for specific line items

Revenues:				
Disp Acct	Budget	YTD	Variance	Prct
01-3100-12 Taxes - Budget Year	932,604	690,012	(242,592)	74%
01-3100-17 Tax Penalties & Interest	2,000	528	(1,472)	26%
01-3101-12 Taxes - Prior Years	4,000	1,011	(2,989)	25%
01-3102-12 Vehicle Tax	100,000	57,790	(42,210)	58%
01-3230-31 Local Option Sales Tax	719,146	474,212	(244,934)	66%
01-3231-31 Solid Waste Disposal Tax	2,186	1,135	(1,051)	52%
01-3261-31 Cable Franchise Tax	5,800	-	(5,800)	0%
01-3300-36 Grants	243,075	41,082	(201,993)	17%
01-3316-32 Powell Pave & Patch Funds	82,724	80,180	(2,544)	97%
01-3319-36 COVID-19 Relief Fund	90,641	90,641	-	100%
01-3322-31 Beer & Wine - State	13,430	-	(13,430)	0%
01-3324-31 Utilities Franchise Tax	144,484	66,786	(77,698)	46%
01-3330-84 County First Responders	4,020	2,345	(1,675)	58%
01-3340-41 Permits	3,000	6,340	3,340	211%
01-3346-40 Abatements	200	183	(18)	91%
01-3413-89 Miscellaneous Revenue	12,175	11,884	(291)	98%
01-3431-41 Police Authority Revenue_Faith	136,000	68,000	(68,000)	50%
01-3431-45 Police Report Revenue	100	120	20	120%
01-3431-89 Police Miscellaneous	800	1,326	526	166%
01-3471-51 Solid Waste/Recycling Collection - Salisbu	138,500	74,026	(64,474)	53%
01-3491-41 Subdivision & Zoning Fees	2,500	550	(1,950)	22%
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	-	(50,000)	0%
01-3831-89 Interest on Investments *	10,000	9,466	(534)	95%
01-3833-89 Donations/Contributions	1,200	1,200	-	100%
01-3834-41 Park Shelter Rentals (Maint)	2,000	880	(1,120)	44%
01-3835-81 Surplus items Sold	3,500	5,094	1,594	146%
01-3836-82 Sale of Land	63,650	63,166	(484)	99%
01-3837-31 ABC Net Revenue-Co.	10,250	13,232	2,982	129%
01-3980-96 Transfers Other Funds	5,051	5,051	-	100%
01-3991-99 Fund Balance Appropriated	206,498	-	(206,498)	0%
	2,989,534	1,766,239	(1,223,295)	59%

*See last page for breakdown of account# 01-3831-89 Interest on Investments

Governing Body:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4110-02 Mayor/Aldermen Salary	12,575	6,288	6,288	50%
01-4110-08 Board Expense	1,064	823	241	77%
01-4110-09 FICA Expense	962	481	481	50%
01-4110-14 Insurance - Workers Comp	60	38	22	64%
01-4110-18 Professional Services	16,586	11,000	5,586	66%
01-4110-26 Office Expense	400	20	380	5%
01-4110-29 COVID-19 Relief Funds	90,641	17,026	73,585	19%
01-4110-31 Training & Schools	100	-	100	0%
01-4110-40 Dues & Subscriptions	12,075	11,572	503	96%
01-4110-45 Insurance & Bonds	1,600	1,464	136	92%
01-4110-61 Grants - Nonprofit Grant Program	100	-	100	0%
01-4110-97 Board Contingency	47,086	-	47,086	0%
	183,249	48,713	134,506	27%

Administration:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4120-00 Salaries - Regular	220,000	128,179	91,821	58%
01-4120-02 Salaries - Part-Time	35,000	22,355	12,645	64%
01-4120-07 401K Expense	11,000	6,380	4,620	58%
01-4120-09 FICA Expense	19,508	11,239	8,269	58%
01-4120-10 Retirement Expense	22,330	12,989	9,341	58%
01-4120-11 Group Insurance	31,795	15,051	16,744	47%
01-4120-13 Unemployment Expense	2,205	2,204	1	100%
01-4120-14 Insurance - Workers Comp	615	413	202	67%
01-4120-17 Insurance - HRA/Admin Cost	5,450	1,700	3,750	31%
01-4120-18 Professional Services	47,645	17,704	20,115	37%
01-4120-22 Banquet Expense	1,700	1,313	388	77%
01-4120-26 Office Expense	11,000	5,212	5,788	47%
01-4120-29 Supplies & Equipment	200	-	200	0%
01-4120-31 Training & Schools	7,000	1,865	5,135	27%
01-4120-32 Telephone/Communications	3,500	2,065	1,435	59%
01-4120-33 Utilities	4,500	2,286	2,214	51%
01-4120-34 Printing	5,000	2,870	2,130	57%
01-4120-35 Maint & Repair - Equipment	500	-	500	0%
01-4120-37 Advertising	3,500	542	2,958	15%
01-4120-40 Dues & Subscriptions	3,500	1,883	1,617	54%
01-4120-44 Contracted Services	13,750	8,543	5,174	62%
01-4120-45 Insurance & Bonds	4,100	3,831	269	93%
01-4120-61 Grants - Grant Related Expenditures	3,500	-	3,500	0%
01-4120-68 Tax Collection	18,000	-	18,000	0%
01-4120-71 Water Line - Principal	50,000	-	50,000	0%
01-4120-72 Water Line - Interest	4,210	2,449	1,761	58%
01-4120-96 Interfund Transfer	85,317	85,317	-	100%
	614,825	336,390	268,576	55%

Maintenance:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4190-00 Salaries - Regular	110,000	66,049	43,951	60%
01-4190-02 Salaries - Part-Time	35,500	23,150	12,350	65%
01-4190-07 401K Expense	5,500	3,358	2,142	61%
01-4190-09 FICA Expense	11,131	6,822	4,309	61%
01-4190-10 Retirement Expense	11,165	6,837	4,328	61%
01-4190-11 Group Insurance	22,000	11,496	10,504	52%
01-4190-14 Insurance - Workers Comp	7,500	5,076	2,424	68%
01-4190-20 Motor Fuel	7,000	3,614	3,386	52%
01-4190-21 Uniforms & Janitorial Supplies	4,500	570	3,930	13%
01-4190-24 Maint & Repair - Bldgs/Grounds	10,000	3,011	6,989	30%
01-4190-25 Maint & Repair - Vehicles	3,500	2,127	1,373	61%
01-4190-26 Office Expense	25	-	25	0%
01-4190-29 Supplies & Equipment	7,500	4,404	3,096	59%
01-4190-31 Training & Schools	250	34	216	14%
01-4190-32 Telephone/Communications	775	466	309	60%
01-4190-33 Utilities	3,100	1,660	1,440	54%
01-4190-34 Printing	50	10	40	20%
01-4190-35 Maint & Repairs - Equipment	8,500	3,362	5,138	40%
01-4190-40 Dues & Subscriptions	150	75	75	
01-4190-44 Contracted Services	21,850	1,885	19,965	9%
01-4190-45 Insurance & Bonds	3,600	2,923	677	81%
01-4190-96 Interfund Transfer	248,837	60,205	188,632	24%
	\$522,433	\$207,134	\$315,299	40%

Parks & Rec:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-6130-21 Uniforms & Janitorial Supplies	2,000	-	2,000	0%
01-6130-24 Maint & Repair - Bldgs/Grounds	58,633	57,432	1,240	98%
01-6130-29 Supplies & Equipment	4,000	1,410	2,590	35%
01-6130-33 Utilities	16,000	7,253	8,747	45%
01-6130-44 Contracted Services	3,000	-	3,000	0%
01-6130-62 Committees - PERC	5,000	1,797	3,203	36%
	88,633	67,892	20,780	77%

Police Department:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4310-00 Salaries - Regular	394,000	223,148	170,852	57%
01-4310-02 Salaries - Part-Time	15,000	12,866	2,134	86%
01-4310-07 401K Expense	19,700	10,812	8,888	55%
01-4310-09 FICA Expense	31,289	18,217	13,072	58%
01-4310-10 Retirement Expense	42,946	23,438	19,508	55%
01-4310-11 Group Insurance	75,981	35,626	40,355	47%
01-4310-13 Unemployment Expense	19	18	1	95%
01-4310-14 Insurance - Workers Comp	13,500	8,312	5,188	62%
01-4310-20 Motor Fuel	19,000	6,504	12,496	34%
01-4310-21 Uniforms & Janitorial Supplies	3,000	1,582	1,418	53%
01-4310-25 Maint & Repair - Vehicles	6,000	3,266	2,734	54%
01-4310-26 Office Expense	1,500	157	1,343	10%
01-4310-29 Supplies & Equipment	8,000	2,966	5,034	37%
01-4310-31 Training & Schools	3,000	1,059	1,941	35%
01-4310-32 Telephone/Communications	8,000	4,308	3,692	54%
01-4310-33 Utilities	3,000	824	2,176	27%
01-4310-34 Printing	1,000	269	731	27%
01-4310-35 Maint & Repair - Equipment	2,000	-	2,000	0%
01-4310-40 Dues & Subscriptions	3,650	1,776	1,874	49%
01-4310-44 Contracted Services	23,250	15,281	7,969	66%
01-4310-45 Insurance & Bonds	13,800	12,800	1,000	93%
01-4310-54 Cap Outlay - Vehicles *	114,919	-	21,581	0%
	802,554	383,230	325,986	48%

* 2 Vehicles and Upfit are Encumbered

Fire Department:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4340-00 Salaries - Regular	113,900	71,789	42,111	63%
01-4340-02 Salaries - Part-Time	185,000	119,237	65,763	64%
01-4340-07 401K Expense	5,695	4,073	1,622	72%
01-4340-09 FICA Expense	22,866	14,181	8,685	62%
01-4340-10 Retirement Expense	11,561	8,292	3,269	72%
01-4340-11 Group Insurance	25,500	12,892	12,608	51%
01-4340-14 Insurance - Workers Comp	14,000	10,477	3,523	75%
01-4340-20 Motor Fuel	5,000	1,776	3,224	36%
01-4340-21 Uniforms & Janitorial Supplies	3,000	1,091	1,909	36%
01-4340-25 Maint & Repair - Vehicles	6,000	5,992	8	100%
01-4340-26 Office Expense	250	5	245	2%
01-4340-29 Supplies & Equipment	21,200	17,188	4,012	81%
01-4340-31 Training & Schools	2,000	160	1,840	8%
01-4340-32 Telephone/Communications	3,800	2,603	1,197	69%
01-4340-33 Utilities	5,700	3,059	2,641	54%
01-4340-34 Printing	400	193	207	48%
01-4340-35 Maint & Repair - Equipment	3,000	846	2,154	28%
01-4340-40 Dues & Subscriptions	3,000	1,790	1,210	60%
01-4340-44 Contracted Services	10,000	6,801	3,199	68%
01-4340-45 Insurance & Bonds	8,000	7,227	773	90%
01-4340-54 Cap Outlay - Vehicles	38,000	37,853	147	100%
01-4340-55 Cap Outlay - Equipment	32,500	32,292	208	99%
	520,372	359,817	160,555	69%

Sanitation:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4710-64 Recycling	10,125	6,790	3,335	67%
01-4710-65 Garbage Services	125,568	69,889	55,679	56%
	135,693	76,679	59,014	57%

Streets:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4510-18 Professional Services	750	750	-	100%
01-4510-29 Supplies & Equipment	250	120	130	48%
01-4510-35 Maint & Repair	6,500	6,500	-	100%
01-4510-71 Debt Service - Principal	50,000	25,000	25,000	50%
01-4510-72 Debt Services - Interest	10,233	5,320	4,913	52%
01-4510-99 Unappropriated Fund Balance	20,042	-	20,042	0%
01-4511-33 Utilities - Street Lights	34,000	15,893	18,107	47%
	121,775	53,583	68,192	44%

Capital / Grant Project Ordinances:				
Disp Acct	Budget	YTD	Variance	Prcnt
Town Hall Upgrades Project	387,116	387,116	-	100%
FEMA Granite Lake Project	697,815	43,195	654,620	6%
Industrial Development Sewer Grant Project	323,892	60,205	263,687	19%
Streets Improvement Project	344,950	344,950	-	100%
	1,753,773	835,466	918,307	48%

Agenda Item Summary

Regular Meeting
February 8, 2021
Agenda Item 4A

Summary:

Architect Dan Norman will present his findings from the Space and Facilities Needs update to the Board. His rendering of the ground floor and second floor plans is attached.

Action Requested:
No action required.

Space Needs Assessment

Motion Made By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Second By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

For:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

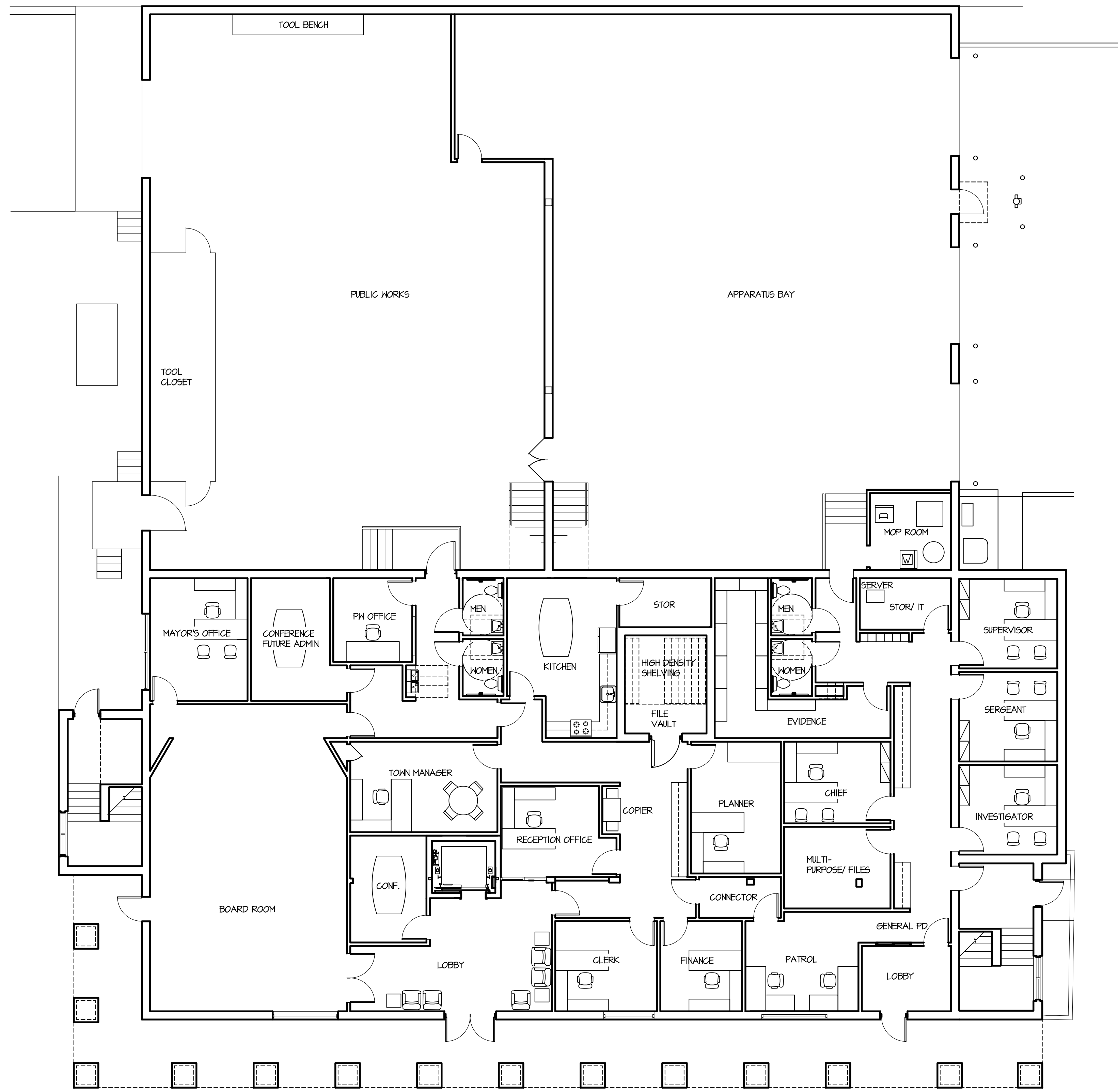
Against:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

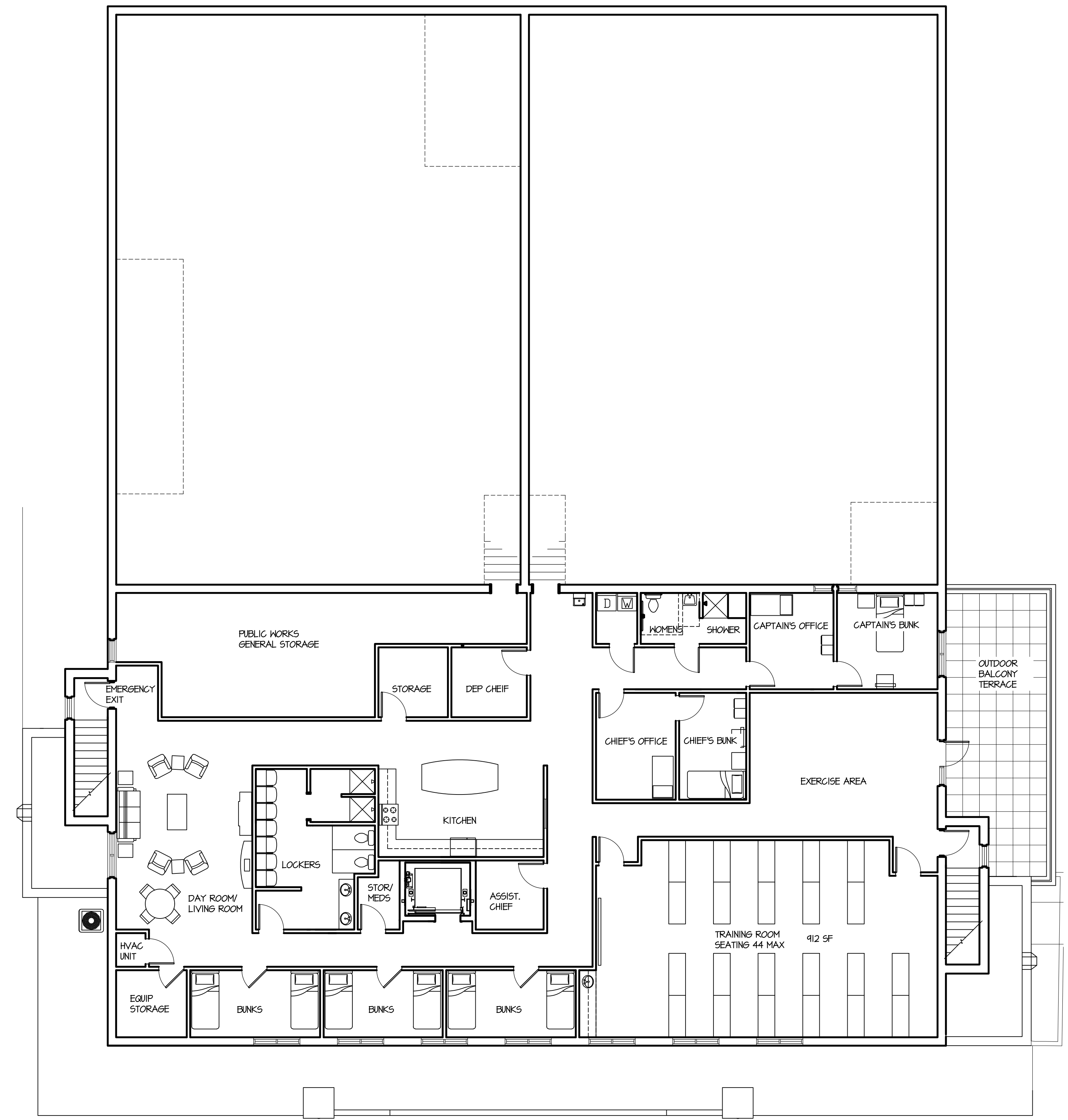
In case of tie:

Mayor Bill Feather

- For
- Against



LAYOUT D
A1 **GROUND FLOOR**
 SCALE: 1/8" = 1'-0"



LAYOUT D
A2 **UPPER FLOOR**
 SCALE: 1/8" = 1'-0"

Town of Granite Quarry
Town Manager's Report
February 2021



1. **Charter, Ordinances, Policy, Pay Classification studies.** We are close to wrapping up a LOT at once. Most of it is structural, but the consultant on the personnel policy & pay classification and I have been trying to expedite her work on the pay class side since that will have the biggest potential strategic and budgetary considerations for the Board to discuss. She thinks we'll have that completed and ready for presentation at the March meeting.
2. **Planning Retreat.** There has been some feedback about postponing the upcoming planning retreat since several may have to otherwise attend virtually if at all. Given the above summary, that would probably coincide well with getting more information on some of the existing goals beforehand. We'll welcome whatever guidance on rescheduling the Board may have for us at this meeting.
3. **Fire Dept donations.** Chief Hord had to leave last month's meeting early with the ISO wrap-up. He can update the Board this meeting about the donations and purchases approved last month.
4. **Revenues.** Conservative forecasting for the budget still has us in good shape.
 - State-shared distributions. In November our actual vs budget projected us to end the FY at least \$58k to the good on state-shared revenues. We just got our 2nd quarter distributions in (which covered the most unpredictable forecasting period from the pandemic). Projecting out, it appears that we'll indeed be closer to **\$70k** better than budgeted.
 - Ad valorem taxes are still currently projected to be closer to budgeted. January is typically either the 2nd or 3rd highest collection amount within the FY though and that data is not in yet. So I'll have a more accurate picture of this revenue projection next month.
5. **Comprehensive Parks and Recreation Master Plan.** We reworked some of the scopes for the project to get it down to our \$30,000 maximum target. At first I was surprised, but after looking back through my files from a former post, I realized the last one I was involved with - in 2013 - was \$35,000 and had roughly the same scope... so I feel we've ultimately gotten a good deal. Scope of services is attached for your review.
6. **Town Hall Space Needs and Facilities Needs Update.** Completed last month. Architect Dan Norman will present his findings at the meeting. Total invoiced was \$5,000.
7. **Annexations / survey cleanup.** Special thanks to our attorney and surveyor for really buckling down this past month to get some legal issues and surveyed encroachment questions sorted out so we could finalize Mr. Marple's parcel from the remainder tract and proceed with annexations process.
8. **Updates and training.** A LOT of updates this past month about local government effects with the change in state and federal administrations. We're also continuing to focus on staff training.

9. Committee Reports.

A. Revitalization Team.

- Public Forum. With pandemic status and restrictions as they are, the Team decided to hold off on discussion of the forum until the Spring. It could potentially end up coinciding with / tying into the Comp Parks & Rec Master Plan community forums as well.
- US 52 sidewalks / streetscape. Staff updated the Team about the number of Town goals that are prioritized and underway all at once right now due to several previously-staggered projects being delayed until now also. Some of this goal will still tie into the Parks & Rec planning process, and even more so the Bike & Ped planning grant we recently received, but otherwise staff time & availability is very restricted right now. The Team can still be looking for opportunities that they might be able to tackle as a Team grassroots initiative (which is ideal anyway) to continue pushing this particular goal forward.
- Other. The Team also discussed partnership and Merchants' Association opportunities.

B. Community Appearance Commission.

- Programs/events. Continued hashing details for the Yard of the Month program set to begin in April with selection of 2 yards/month April-Sept; a Halloween/Fall decoration contest in October; and a Christmas/Holiday decoration contest in December.
- Budget. Discussed budget request for the upcoming year.
- Membership candidate. Met with ETJ membership candidate and recommended her for appointment.

C. Parks, Events, and Recreation Committee.

- Scouts Cleaning Park. Discussed and recommended signage in the parks for the Scout Troops that have been participating in parks cleanup.
- Arts in the Park. Discussed inviting area students to display or perform various types of art in the park May 1 from 1-5pm, contingent upon pandemic status and restrictions; also inviting vendors with a \$25 booth fee.
- Granite Fest '21. Discussed securing sponsors to offset financial costs of the event.
- Community Programs. Discussed looking into programs and activities that can take place within the community in order to keep residents from going out of town, such as reading or yoga in the park, exercise boot camps, workshops, and senior programs (that would be handled by outside organizations and not town staff or PERC).
- Membership attendance. Discussed that Faye Harper has not been able to attend meetings since January 2020, and members have reached out to her with no success. PERC has had one member more than allotted due to an appointment error, so her name will simply be removed from the 7-member roster.

February 3, 2021

Mr. Larry Smith
Town Manager
Town of Granite Quarry
143 N. Salisbury Avenue
Granite Quarry, NC 28146

RE: Granite Quarry Parks & Recreation Master Plan (P2117175.00)
Proposal for Professional Services

Dear Mr. Smith:

It is our understanding that the Town of Granite Quarry (Client) desires to employ a consultant (Benesch) to develop a Parks & Recreation Master Plan to guide the Town in development of new parks and recreation opportunities as well as assess existing facilities. The project study area for this contract is defined as Town of Granite Quarry proper and any ETJ limits. The proposed scope for the Town's Parks & Recreation Master Plan is as follows:

Task 1: Project Kick-Off Meeting

Benesch will begin the planning efforts with a kick-off meeting with the Client to discuss the scope of work, project program, project timeline, project deliverables, and future meetings. The Client will invite any required participants, and set the location, date, and time of meeting. Typically, we hold the kick-off meeting in conjunction with our park tour visit, but given the current times, this meeting can also be held separately as a video/conference call, if desired.

Task 2: Data Collection/Assessment/Facilities Inventory

Benesch will inventory and analyze existing recreation facilities and programs in relation to recreation trends and needs and current population with respect to Granite Quarry to prepare the Parks and Recreation Master Plan. Data collection will include:

- Review of applicable planning documents
- Any existing park Master Planning documents
- Existing park and recreation facilities – assessment of facility type, use, quality, maintenance concerns and site issues
- Recreation facilities offered by others such as county and state parks, school facilities, churches, and the private sector.
- Identify and evaluate other Town owned property and facilities for potential recreational use.
- With our subconsultant, ETC Institute, design a community survey for Granite Quarry and mail out to all households (estimated to be around 1,200) with a goal of receiving 150-200 completed surveys, and prepare a summary report with the recreation needs assessment.
- Hold one (1) community engagement session to gather input from the residents of Granite Quarry. This can be held as a drop-in session at an outdoor location such as the shelter at Granite Lake Park.
- Identify areas with shortfalls in current recreational services.
- Population and demographics – current and projected
- Socio-economic trends
- Recreation trends and projections
- Existing and proposed development, including transportation projects.
- Cultural and historic resources

- Staff and operations/maintenance issues
- Open space and natural resources
- Budgets
- Funding resources
- Possible partnerships and collaborations

Base mapping to be provided by the Client or acquired by available GIS data. One site visit to conduct the park visits is included in this task, to be scheduled concurrently with the project kick-off meeting.

Benesch will identify issues, goals and opportunities relating to recreation services and facilities. One meeting with the Board of Aldermen to discuss findings is included in this phase. Goals and opportunities will be prioritized to provide a framework for the Parks and Recreation Master Plan.

Task 3: Develop Draft Recommendations/Preliminary Parks & Recreation Master Plan

Benesch will prepare draft recommendations for the Granite Quarry Parks and Recreation Comprehensive Master Plan. Both short- and long-range goals will be identified, as well as probable costs.

A preliminary Parks and Recreation Master Plan will be prepared with potential chapters to include:

- Acknowledgements
- Executive Summary
- A Vision for Town of Granite Quarry Parks and Recreation
- Existing Conditions
- Inventory of Existing Parks and Recreation Facilities
- Community Participation
- Recreation Standards and Community Needs Assessment
- Comprehensive Parks Master Plan, Recommendations and General Cost Estimates
- Funding Opportunities & Creative Partnerships
- Action Steps

One PDF copy of the Draft recommendations and mapping will be provided to the Client for their review and comment. The Preliminary Parks and Recreation Master Plan will be presented to the Board of Aldermen for review and comment.

Task 4: Final Parks and Recreation Master Plan

Benesch will revise the preliminary plan based on comments from the Board of Aldermen and prepare the Final Granite Quarry Parks and Recreation Master Plan. The Client will present the Final Parks and Recreation Master Plan to the Board of Aldermen for approval and adoption.

Task 4 Deliverables: (1) one bound copy of the Final Granite Quarry Parks and Recreation Master Plan, (1) one unbound copy, and (1) one PDF copy.

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. The following is a list of services that are NOT included in the Basic Services listed above:

- Public participation processes and public meetings or any other meetings are not included other than those listed above.
- Renderings, sketches, or models other than those listed above are not included in this proposal.
- Surveying services are not included with this proposal. Surveys, elevations, and locations of underground or above ground utilities, facilities, plants and specimen trees, site amenities, fencing,

- easements are not included in this proposal.
- Environmental engineering - such as identification or mitigation of wetlands, streams, River buffers, FEMA floodways, flood plain, etc.
 - Maintenance plans or guidelines are not included in this proposal.
 - Park assessments and recommendations for Life Safety is not included.
 - No agency reviews or permitting are included.
 - Reviews and revisions are included in the proposal as listed above. Additional reviews, revisions or presentations would constitute Additional Services.
 - PARTF Application assistance.
 - Fast track scheduling that would require overtime pay for Benesch employees would require additional compensation.
 - Plans for construction or bidding or reproduction of bid sets. Construction administration services and as-built drawings are not included.
 - Administration of outside consultant's contracts for wetlands, environmental, surveying, geotechnical services, or coordination of their work is not included in this proposal.
 - Services not specifically listed in the above Scope of Services are not included.

COMPENSATION

Based on the tasks described above the Benesch team estimates the fees for the scope elements as follows:

Town of Granite Quarry Parks & Recreation Master Plan	\$25,000
Granite Quarry Community Survey	<u>\$ 5,000</u>
Proposed Schedule of Fees	\$30,000

In addition, reimbursable expenses are costs incurred for mail, printing, travel, and postage. These expenses are incorporated within the fees above.

We will bill on a time and expense or negotiated basis for work considered to be additional services. Those services would include work not specifically described in the scope above, changes or revisions when those are inconsistent with previous direction, modifications made necessary by field conditions undiscoverable to Benesch and generally for work or revisions made necessary by conditions that could not have been anticipated by Benesch or beyond their control. We will notify you in writing should any of these conditions occur prior to proceeding with the additional work.

SCHEDULE

Benesch will complete the Granite Quarry Parks & Recreation Master Plan within five (5) months from the date of issue for a Notice to Proceed from the Town.

Mr. Smith, it is a pleasure to assist you and the town of Granite Quarry with your Parks & Recreation Master Planning needs. Please review this proposal. If you have any questions, feel free to call. If you find it to be acceptable, you may indicate your concurrence in the space provided below and return to our office. Once executed, we will begin work immediately. The attached standard General Conditions for Professional Services is incorporated into and made a part of this agreement.

Respectfully submitted,

Alfred Benesch & Company



Jonathan D. Wood, PLA
Senior Project Manager



Brian Cannella, PLA
NC Division Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.



Town of Granite Quarry

2/3/2021
Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.



Town of Granite Quarry
 143 N. Salisbury Ave.
 Granite Quarry, NC 28146
 (704) 279-5596

PURCHASE ORDER

PO Number: 11432 **Date:** 02/03/2021
Vendor #: BENESCH

ISSUED TO: Alfred Benesch & Company
 2359 Perimeter Pointe Parkway
 Suite 350

SHIP TO: Town of Granite Quarry
 143 N. Salisbury Ave.
 Granite Quarry, NC 28146
 (704) 279-5596

Charlotte NC 28208

ITEM	UNITS	DESCRIPTION	GL ACCT #	PRICE	AMOUNT
	1	Parks & Rec Master Plan	01-6130-18	\$30,000.00	\$30,000.00



30,000 - 30,000 = 0

"THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

Total Purchase Order Amount: \$30,000.00

Shelley Shockley
 FINANCE OFFICER

Date: 2/3/21

The Department Head has given electronic approval by signing into the secure system with a unique passcode and creating this Purchase Order.

APPROVED BY: *Kim Cress* 2-3-21
 TOWN MANAGER / BOARD MEMBER
Kim Cress

TOWN MANAGER APPROVES PURCHASES OVER \$1,000 / BOARD MEMBER APPROVES PURCHASES OVER \$7,500

Agenda Item Summary

Regular Meeting

February 8, 2021

Agenda Item 6

Summary:

Attached is the Southern Software letter and Annual Support Agreement for CITI-PAK & FMS financial software. This is an annual support agreement for existing software.

Action Requested:

Motion to approve Southern Software Annual Support Agreement for 2021-2022 (September 14, 2021 – September 13, 2022) in the amount of \$3,011.00

Approval of Contract

Motion Made By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Second By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

For:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Against:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

In case of tie:

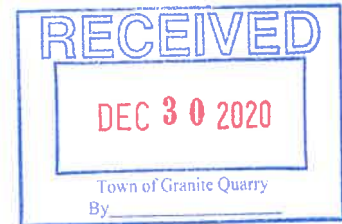
Mayor Bill Feather

For

Against



SOUTHERN SOFTWARE, INC.
an employee-owned company



December 28, 2020

Merry Christmas and Happy New Year!!!!

Everyone here at Southern Software hopes you and your families had a wonderful Christmas and are hopeful 2021 is a much better year than 2020 proved to be.

We are committed to providing you with outstanding support services and solid software solutions. You are an important part of our Southern Software Family and we value the partnership we have with you!

Enclosed you will find the 2021-2022 Annual Support Agreement(s). Please read the enclosed agreement(s), and be sure to note the highlighted areas as well as the period of coverage and the fee amount. **THIS IS ONLY AN AGREEMENT, IT IS NOT A BILL, but intended to help you with your Budget Planning for the 2021–22 Fiscal Year. We will invoice you one month prior to your annual renewal date.** At this time, we ask that you review, sign and return the agreement to us stating that you have read and understand the coverage. Please return by fax at **910-695-0251** or mail to **150 Perry Drive, Southern Pines, NC 28387**. You may also scan and email it to bmcneil@southernsoftware.com.

Finally, we are preparing for the 2021 FMS Annual Users' Conference and hoping to have it in person March 16-18 at the Myrtle Beach Grande Dunes Spa & Resort in Myrtle Beach, SC, **however**, if COVID prevents us from holding the conference in person, we **WILL** hold it virtually, offering classes over the course of 3 consecutive weeks. We held our Public Safety Users' Conference this past October virtually, it was very well received and was heavily "attended." Additional information and details will be provided in January regarding conference plans. You may also keep updated by checking our website, www.SouthernSoftware.com.

As always, we sincerely appreciate your business and look forward to working with you in 2021! If you have *any* questions, please call us at **1-800-842-8190**. We welcome and appreciate all of your ideas and concerns.

Sincerely,

Jennifer J. Meggs
CEO
Southern Software, Inc.
<><

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
CITI-PAK® & FMS
8:30 a.m., EST to 5:00 p.m., EST**

Citi-Pak®/FMS. This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **Citi-Pak®/FMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract **DOES NOT cover assistance in the recovery of damage caused by viruses.** *Southern Software will charge a fee for virus recovery assistance.*

Items NOT covered under this annual support agreement –

- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party products or data transfers.**
- **Virus damage/recovery repair work.**
- **Balancing of any Southern Software financial application data or reports. For example, Bank Reconciliation or Balancing the Master Balance Report to the Accounts Receivables.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site training.**
- **Tax data conversions.**
- **General Data Conversions.**
- **Interfaces with Third Party Products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions for Re-architecture of software**
- **Correction/Reversal of duplicate and/or incorrect transaction postings due to user error such as duplicate year end closeouts, duplicate/incorrect penalty postings, duplicate/incorrect bill processing, etc.**

Benefits

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support.**
- **24-hour fax availability.**
- **Free software updates & upgrades.**
- **Free consultations about computer needs.**
- **Remote System Support.**
- **Free training sessions at Southern Software’s office.**
- **Free web training.**

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins September 14, 2021 and ends September 13, 2022.

Annual Support \$3,011.00

By signing this document, you are confirming that you have read and understand the terms and conditions of this annual support agreement.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

Customer Representative Signature

Date

GRANITE QUARRY (TOWN OF), NC

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE _____. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910) 695-0251 or email to JBENSON@SOUTHERNSOFTWARE.COM WHEN IT IS AVAILABLE.

NO PURCHASE ORDER NUMBER WILL BE REQUIRED.

Agenda Item Summary

Regular Meeting
February 8, 2021
Agenda Item 8

**Planning Board
Appointment Recommendation**

Summary

The Planning Board reviewed an application for their vacant Town resident seat and made the recommendation that the Board of Aldermen appoint Mike Brinkley to the vacant seat with an expiration of 7/31/2023.

The new Committee Membership Recruiting and Appointment Policy required the Planning Board to review the application and make a recommendation to the Board of Aldermen.

Attachments

- A. Clerk’s Summary
- B. Application

Action Requested:

Consideration of the Planning Board’s recommendation and possible action to appoint Mike Brinkley to the vacant Town resident Planning Board seat with an expiration of 7/31/2023.

Motion Made By:	
Jim Costantino	<input type="checkbox"/>
Kim Cress	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Second By:	
Jim Costantino	<input type="checkbox"/>
Kim Cress	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
For:	
Jim Costantino	<input type="checkbox"/>
Kim Cress	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
Against:	
Jim Costantino	<input type="checkbox"/>
Kim Cress	<input type="checkbox"/>
John Linker	<input type="checkbox"/>
Doug Shelton	<input type="checkbox"/>
In case of tie:	
Mayor Bill Feather	
For	<input type="checkbox"/>
Against	<input type="checkbox"/>

SUMMARY

TO: Board of Aldermen
FROM: Town Clerk Aubrey Smith
RE: **Summary of Application Review**
DATE: 2/8/2021



The current Committee Membership Recruiting and Appointment Policy, adopted by the Board of Aldermen 9/8/2020, directs the Clerk to conduct an administrative review of an application, comparing with:

- Any ordinance requirements for qualifications;
- The current compositions of the applicable committee's membership for diversity of backgrounds and residence locations with a goal of fair representation of the town's jurisdiction.

Ordinance

Granite Quarry Code of Ordinances Ch. 2 Article VIII. Sec. 2-137. Membership.

The Planning Board of the town shall be composed of eleven (11) members: (9) regular members and two (2) alternates. Five (5) regular members and one (1) alternate shall be residents of the town and shall be appointed by the Board of Aldermen of the town. Four (4) regular members and one (1) alternate shall be residents of the extraterritorial jurisdictional area (outside the corporate limits of the town) and shall be appointed by the County Board of Commissioners. The terms of all members appointed by each governing body shall be for three (3) years, except that in the case of a vacancy occurring during a term, the remainder of the term shall be filled by the governing body having the authority to make such an appointment for the unexpired portion of the term.

There are no qualifications other than residency stated in the ordinance for Planning Board members.

The current Planning Board membership consists of the following:

- 4 filled Town seats 1 vacant Town seat 1 Town Alternate
- 3 filled ETJ seats 1 vacant ETJ seat 1 ETJ Alternate

Diversity of Backgrounds

The current Planning Board members have a wide variety of background experience and/or occupations including:

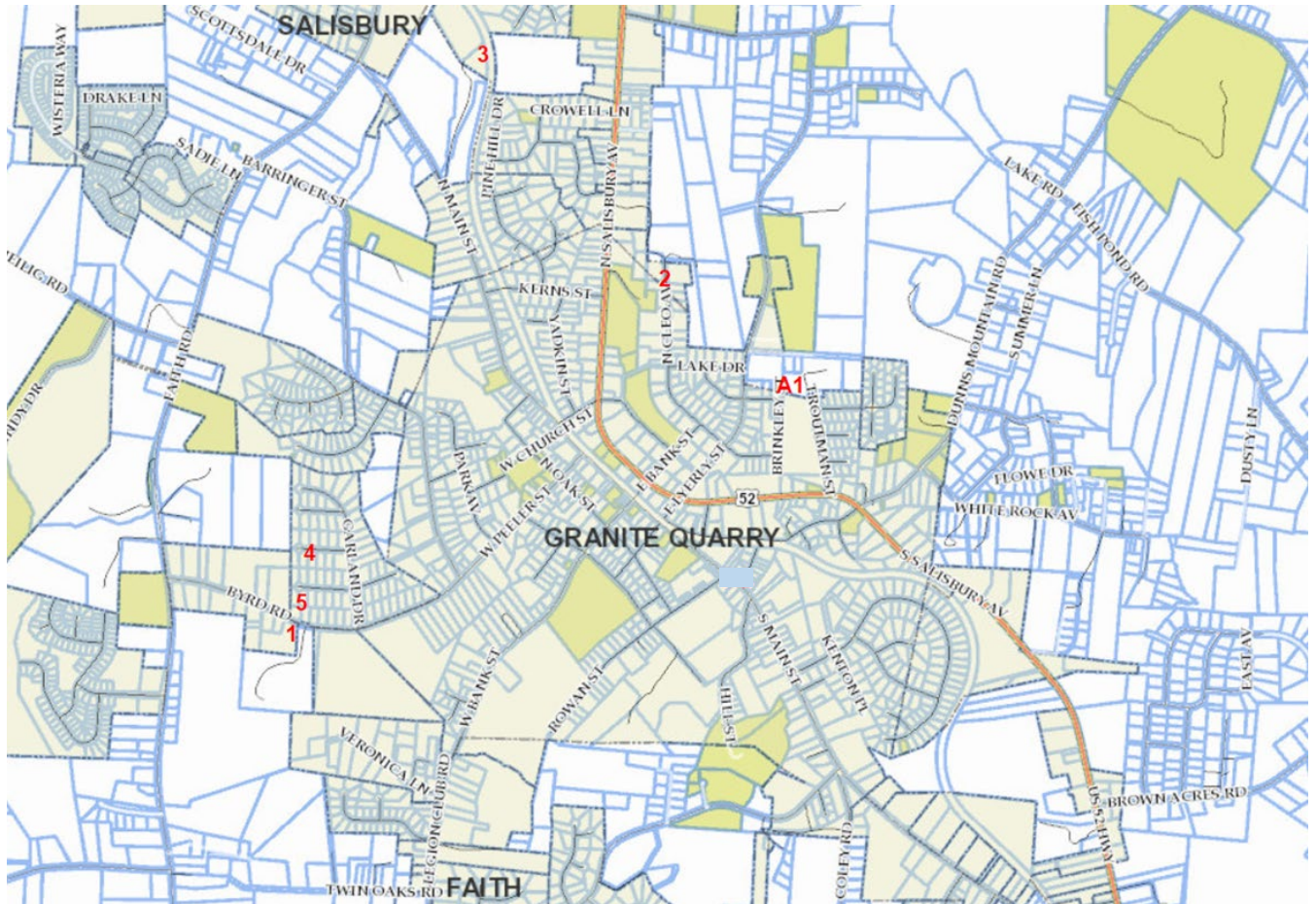
- Materials auditor, production supervisor
 - Fire Department Chief of Operations, Fire Chief, US Army National Guard
 - Transportation / Distribution consultant, warehouse planning and site locating for major trucking companies
 - Sales / customer service, customer service management
 - Minister, Patrolman, Sergeant, Captain
 - Vice-President of marketing company
 - Dental hygienist, teacher assistant
 - Project manager NCDOT, transportation staff engineer, surveyor intern, HVAC assistant
 - Registered nurse
- Mr. Brinkley is experienced in construction, served on Town boards for 18 years, and helped rewrite the Code of Ordinances for the Town.

Diversity of Residence Locations

Mr. Brinkley is a resident of the Town and lives on S. Jack Street.

The residences of the five Planning Board members currently representing the Town are located on the following streets:

- Byrd Road (2)
- N. Main Street
- Foil Street
- N. Cleo





P.O. Box 351
 Granite Quarry, NC 28072-0351
 704-279-5596
www.granitequarrync.gov

BOARDS AND COMMITTEES APPLICATION

NAME Mike Brinkley
 ADDRESS 115 S. JACK ST ZIP 28072
 PHONE 704-279-7394 PHONE (business or cell) 704-202-6098
 EMAIL mike4416@windstream.net
 OCCUPATION Const.

ARE YOU CURRENTLY SERVING ON A BOARD OR COMMITTEE Yes No

IF SO, PLEASE PROVIDE THE NAME OF THE BOARD OR COMMITTEE
Revitalization

ARE YOU APPLYING FOR REAPPOINTMENT TO YOUR CURRENT BOARD OR COMMITTEE?
 Yes No

- I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMITTEES IN ORDER OF PREFERENCE (please check up to three applicable boxes)
- | | |
|---|---|
| <input type="checkbox"/> Community Appearance Committee | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Environmental Committee | <input type="checkbox"/> Revitalization Team |
| <input type="checkbox"/> PERC Committee | <input type="checkbox"/> Zoning Board of Adjustment |

WORK EXPERIENCE (List your four most recent employment experiences, listing present or most recent first)

Dates	Company Name/Location	Position	Job Description
1973-	W.F. BRINKLEY CONST.	OWNER	

EDUCATION (List your three most recent educational experiences, listing present or most recent first)

Educational Institution/School	Degree Received	Area(s) of Study
EAST ROWAN		
GASTON College		Civil Engineering

BOARDS/ COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES)

G.O. Board of Aldermen 14 YRS.

EVER CONVICTED OF A FELONY Yes No If yes, state details: _____

I affirm that I understand this application may be considered a public record and as such, portions may be subject to release under North Carolina General Statute Chapter 132, Public Records. I certify that the facts contained in this application are true and correct to the best of my knowledge. I agree that by my submission of this application form, I shall be deemed to have affixed my signature hereto.

Signature Mike Bowth Date 12-2-19

FOR OFFICE USE ONLY

Application Received: 12/2/19 ACS Interview Date & Time: _____

Confirmation Date: _____ Term Ending: _____

Agenda Item Summary

Regular Meeting
February 8, 2021
Agenda Item 9

**Community Appearance Commission
Appointment Recommendation**

Summary:

The Community Appearance Commission reviewed an application for their vacant ETJ seat and made the recommendation that the Board of Aldermen appoint Semone Brisson to the vacant ETJ seat with an expiration of 7/31/2021.

The new Committee Membership Recruiting and Appointment Policy required the Community Appearance Commission to review the application and make a recommendation to the Board of Aldermen.

Attachments:

- A. Clerk's Summary
- B. Application

Action Requested:

Consideration of the Community Appearance Commission's recommendation and possible action to appoint Semone Brisson to the vacant Community Appearance Commission ETJ seat, expiring 7/31/2021.

Motion Made By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Second By:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

For:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

Against:

Jim Costantino
Kim Cress
John Linker
Doug Shelton

In case of tie:

Mayor Bill Feather

For
Against

SUMMARY

TO: Board of Aldermen
FROM: Town Clerk Aubrey Smith
RE: **Summary of Application Review**
DATE: 2/8/2021



The current Committee Membership Recruiting and Appointment Policy, adopted by the Board of Aldermen 9/8/2020, directs the Clerk or designee to conduct an administrative review of an application, comparing with:

- Any ordinance requirements for qualifications;
- The current compositions of the applicable committee's membership for diversity of backgrounds and residence locations with a goal of fair representation of the town's jurisdiction.

Ordinance

Granite Quarry Code of Ordinances Chapter 2 Article X. Community Appearance Commission Sec. 2-187 Membership Qualification and Terms of Office

(2) Where possible, appointments shall be made in such a manner as to maintain on the Commission at all times a majority of members who have had special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a closely related field.

The current Community Appearance Commission membership consists of the following:

- 5 filled Town seats 1 vacant Town seat
- 0 filled ETJ seats 1 vacant ETJ seat

Background

Mrs. Brisson is experienced in accounting and garden design. She has designed several gardens and landscapes including one at the Rufty Holmes Senior Center.

Diversity of Residence Locations

Mrs. Brisson is a resident of the ETJ and lives on Fish Pond Road.

The residences of the five Community Appearance Commission members currently representing the Town are located on the following streets:

- Gentry Place
- Stonewyck Drive
- Meadow Wood Court
- Hillcrest Ridge Drive
- S. Main GQ Street



P.O. Box 351
 Granite Quarry, NC 28072-0351
 704-279-5596
www.granitequarrync.gov

BOARDS AND COMMITTEES APPLICATION

NAME Semone Brisson

PHYSICAL ADDRESS 3975 Fish Pond Rd, Salisbury, NC ZIP 28146

MAILING ADDRESS _____ ZIP _____

PHONE (704) 239-5126 PHONE (business or cell) _____

EMAIL semoneb@hotmail.com

OCCUPATION Accountant

ARE YOU CURRENTLY SERVING ON A GRANITE QUARRY BOARD OR COMMITTEE Yes No

IF SO, PLEASE PROVIDE THE NAME OF THE BOARD OR COMMITTEE

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS OR COMMITTEES IN ORDER OF PREFERENCE (please number up to three applicable committees)

- Community Appearance Commission _____ Planning Board
- _____ Revitalization Team _____ Zoning Board of Adjustment
- _____ Parks, Events, and Recreation Committee

WORK EXPERIENCE (List your four most recent employment experiences, listing present or most recent first)

Dates	Company Name/Location	Position	Job Description
<u>1/1/1990-present</u>	<u>Brisson's Accounting</u>	<u>OWNER</u>	<u>Admin.</u>

EDUCATION (List your three most recent educational experiences, listing present or most recent first)

Educational Institution/School	Degree Received	Area(s) of Study
Catawba College	BBA	Business Mgmt
Rowan-Cabarrus Comm. Coll.	AAS	Accounting

WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?

Lifelong interest in gardening; knowledge of plants

BOARDS/ COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES)

EVER CONVICTED OF A FELONY Yes No If yes, state details: _____

I affirm that I understand this application may be considered a public record and as such, portions may be subject to release under North Carolina General Statute Chapter 132, Public Records. I certify that the facts contained in this application are true and correct to the best of my knowledge. I agree that by my submission of this application form, I shall be deemed to have affixed my signature hereto.

Signature  Date 1/7/2021

FOR OFFICE USE ONLY

Application Received: _____ Interview Date & Time: _____
Confirmation Date: _____ Term Ending: _____

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: **NCDOT Bicycle and Pedestrian Planning Grant**
DATE: 2/8/2021



One of the Board's goals was to apply for the NCDOT Bike & Ped planning grant. As we updated Board members recently: the Town has been awarded the grant!

A copy of the Agreement is attached. Some highlights / additional notes:

- **Funding.** We had originally budgeted \$3,500 anticipating a \$35,000 award. Award was granted for up to \$50,000, so the Town's 10% maximum match will now be \$5,000. We are able to absorb that additional amount within the Admin budget (i.e., no budget amendment needed).

Page 3, #s 10-11 explain overrun amounts. We intend to advise the selected consultant to plan ahead for ensuring we stay under or within budget.

#12 explains that any unused amount would be reimbursed to the Town.

- **Consultant.** We tried to persuade NCDOT to use the same consultant we have already lined up with our Parks & Rec Plan, for the benefits of efficiency from some of the elements that could overlap. NCDOT was not able to accommodate that, but advised that they will have their selected firm coordinate with our Bike & Ped firm on any processes that might be combined (e.g., public input sessions, parks/recreation surveys).

Please let me know if you have any questions that I might need to get answers from DOT about before the meeting.

RECOMMENDED ACTION:

Motion to authorize the Town Manager to proceed with the NCDOT Bicycle and Planning Grant award.

NORTH CAROLINA

**NCDOT ADMINISTERED – BICYCLE/PEDESTRIAN PLAN
(FEDERAL/STATE FUNDS RECEIVABLE)**

ROWAN COUNTY

DATE: 1/25/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0544HN

AND

WBS Elements: 49232.8.14

FEDERAL-AID NUMBER: OSPR320

TOWN OF GRANITE QUARRY

CFDA #: 20.205

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Granite Quarry, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

WHEREAS, in accordance with G.S. 136-66.2, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department's Integrated Mobility Division (IMD) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and

WHEREAS, the Municipality has requested funding for the development of a Bicycle and/or Pedestrian Plan, as more fully described in this Agreement and hereinafter referred to as the Project; and

WHEREAS, the Municipality has requested that the Department administer the Project in coordination with the Municipality; and

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out; and

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the planning and production of a Bicycle and Pedestrian Plan (Plan) in accordance with the Department's policies and procedures.
2. The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

DEVELOPMENT OF PLAN

3. The Department, and or its agent, shall prepare the Plan for the Municipality, following the IMD's Content Standards for NCDOT Bicycle and Pedestrian Plans.
4. The Municipality shall participate in providing data and logistical support for public meetings and other required public notices.
5. The Department will provide a preliminary draft of the Plan to the Municipality for review and comment. The Municipality shall provide comments to the Department within three (3) months. Upon receipt of comments from the Municipality, the Department will provide a final draft.

COMPLETION AND ADOPTION OF PLAN

6. The governing body of the Municipality shall consider the adoption of the Plan as provided in the Final Draft by the Department. If the Council requests significant changes prior to adoption, the Plan will be modified and resubmitted to the Municipality for final approval within three (3) months.
7. The Municipality shall receive digital files and hard copies of the approved Plan. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

PROJECT DOCUMENTS

8. All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the IMD website and for display purposes. The

Department shall be credited for its participation in all documents, publicity, announcements and materials prepared for/by the municipality for public meetings.

TIME FRAMES

9. The Department has a required time frame of two years to complete the Project. It is important that the Municipality provide necessary support and responses to the Department in a timely manner. Any delays on the part of the Municipality may affect the ability of the Department to provide financial support for the Project.

FUNDING

10. The total available funding is \$50,000. The Department shall provide 90% of the funding, up to a maximum amount \$45,000. The Municipality shall provide a 10% local match, or \$5,000 and shall be responsible for any costs that exceed the total available funding. The Municipality shall submit a check for \$5,000 to the Department upon execution of this Agreement by the Municipality.
11. Upon completion of the project, if actual costs exceed the total available funding of \$50,000, the Municipality shall reimburse the Department the underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
12. Upon completion of the project, if actual costs are less than the total available funding of \$50,000, the Department shall reimburse the Municipality any overpayment at the above matching share.

REPORTING REQUIREMENTS

13. The Department is subject to NC Article 2, Chapter 36 (136-41.5), which mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with the Department, the municipality acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan.

ADDITIONAL PROVISIONS

14. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
15. All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
16. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-

41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

17. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
18. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
19. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
20. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
21. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: TOWN OF GRANITE QUARRY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

DEPARTMENT OF TRANSPORTATION
BY: _____
(DEPUTY SECRETARY FOR MULTIMODAL
TRANSPORTATION)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: 2-4-2021

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: **Clyde Adams plaque**
DATE: 2/8/2021



At the November Town Board meeting Alderman Costantino asked about installing a plaque for former Police Chief Clyde Adams. Mayor Feather asked for staff get a price estimate.

Chief Cook reports:

I sent Drew (Harwood Signs) several examples of a building dedication plaque along with sample writing. There may also be shadow graphics and photos on the plaque, it really just depends on the scale of detail that is requested. Size was quoted in the 20"x14" range mounted on a resin-based backer. I also told him it must be high-quality print suitable for framing. He has given a rough quote of \$300 for such item. This would change depending on the scale of the plaque. These are some of the examples I sent to Drew.



Estimate is attached. As of 2/3/21, the Board still has \$380.00 remaining in its Office Expense line item.

RECOMMENDED ACTION:

Direction from the Board on how it wishes to proceed.

Harwood Signs Inc
PO Box 118
Granite Quarry, NC 28072
(704)2797333
harwoodsigns@hotmail.com

Estimate

ADDRESS
Town Of Granite Quarry

ESTIMATE # 1149
DATE 01/26/2021

ACTIVITY	QTY	RATE	AMOUNT
Signabond Sign 20"x14" full color printed plaque/building sign. Designed to customer specification. Per copy	1	300.00	300.00T

	SUBTOTAL		300.00
	TAX		21.00
	TOTAL		\$321.00

Accepted By

Accepted Date

Agenda Item Summary

Regular Meeting

February 8, 2020

Agenda Item 12

Summary:

Proposal from Chief Hord for additional streetlights.

Attachments:

- Chief Hord's Additional Street Light Proposal Summary
- Location maps

Action Requested:

Motion to approve street lighting requests as presented.

Additional Street Light Proposal

Motion Made By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Second By:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

For:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

Against:

- Jim Costantino
- Kim Cress
- John Linker
- Doug Shelton

In case of tie:

Mayor Bill Feather

For

Against



Additional Street Light Proposal Summary

In looking at the town, it has been noted that several locations do not have adequate street lighting. This is because of previous annexation, new construction, and oversight. In working with a Duke Energy engineer and listening to citizen concerns, I have identified several key locations where additional lighting is needed to address safety concerns and comply with our ordinance. All the additions are attached with a map and the cost increase to the town's street lighting budget. After consulting with finance, we have found that we are currently running under budget and this is much contributed to the replacement of mercury vapor and metal halide lights with LED. This is an ongoing process that public works submits streetlights as they go out and they are replaced with LED from Duke Energy at no cost. The lights that we are discussing in this proposal are for lights in addition to what is currently in the area.

- Credit Union Area
Addition of 3 lights on existing poles on Mayor Ponds Street - \$23.55 per month
Addition of 4 new poles and lights on "Roadway B" - \$57.32 per month
Total project monthly addition - \$80.87 per month
- Whitney Court
Addition of 1 new pole and light to cul-de-sac - \$19.30 per month
1 time cost of \$600.00 for under road bore for underground cable feed.
Total project \$19.30 per month - \$600.00 one-time fee
- Legion Club Road
Addition of 3 lights from on existing poles - \$42.99 per month
Replace 2 high pressure sodium lights \$50.00 each or \$100.00 for one-time fee.
Total project cost \$42.99 per month and \$100.00 one-time fee.
- Quarry property – Mar Rock Dr.
Install one new light on existing pole - \$8.02 per month

Total additions

Monthly street light billing increase - \$151.18 per month

\$700.00 one-time fee for ground boring and 2 replacement heads on Legion Club

BROWN ALREADY EXISITING

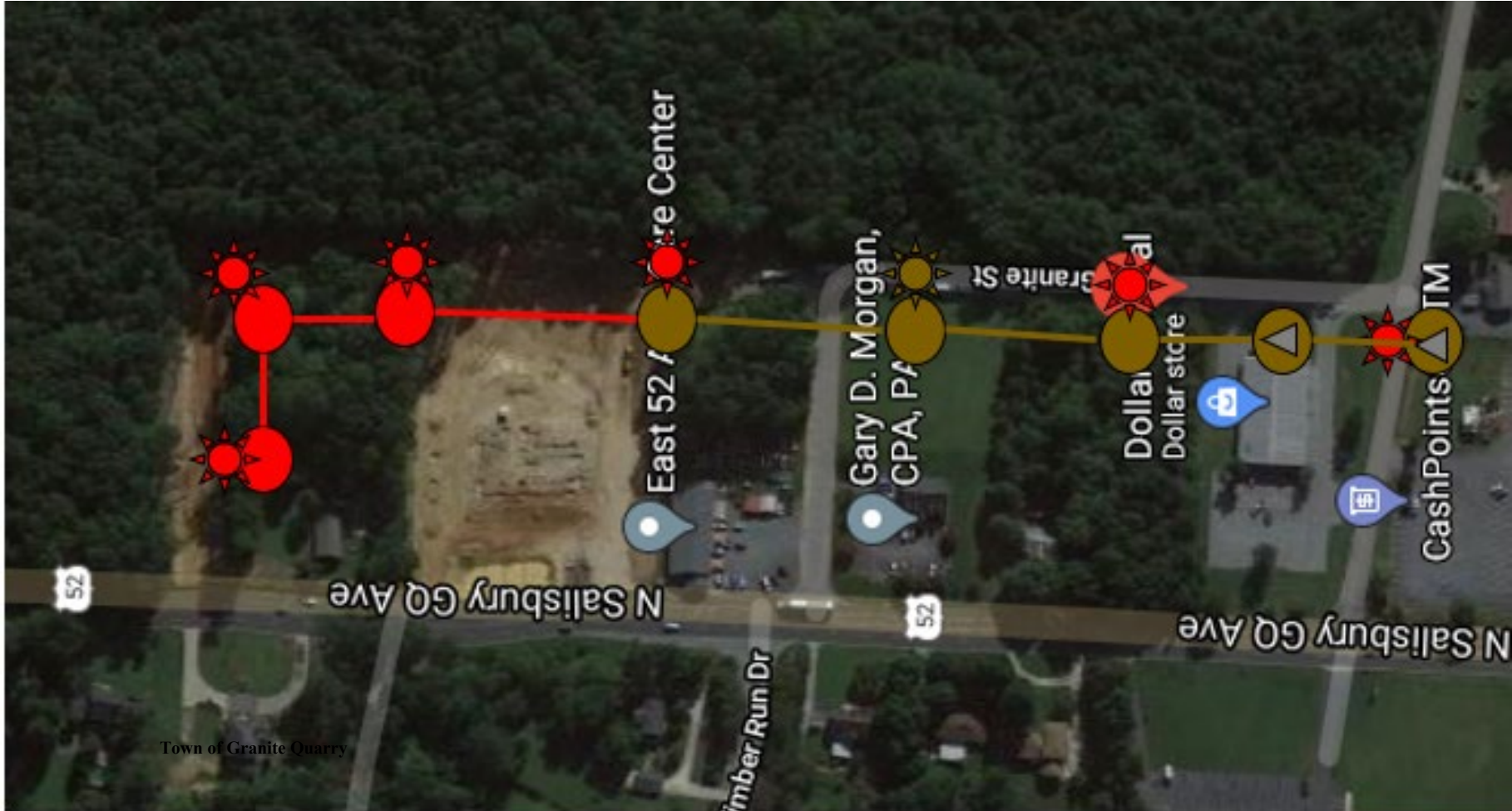
RED NEW INSTALLATIONS

ALL COST ARE ESTIMATED AND COULD CHANGE SLIGHTLY WHEN SERVICE AGREEMENT IS SIGNED

50W LED RW

EXISTING POLE = \$7.85 EACH MONTH

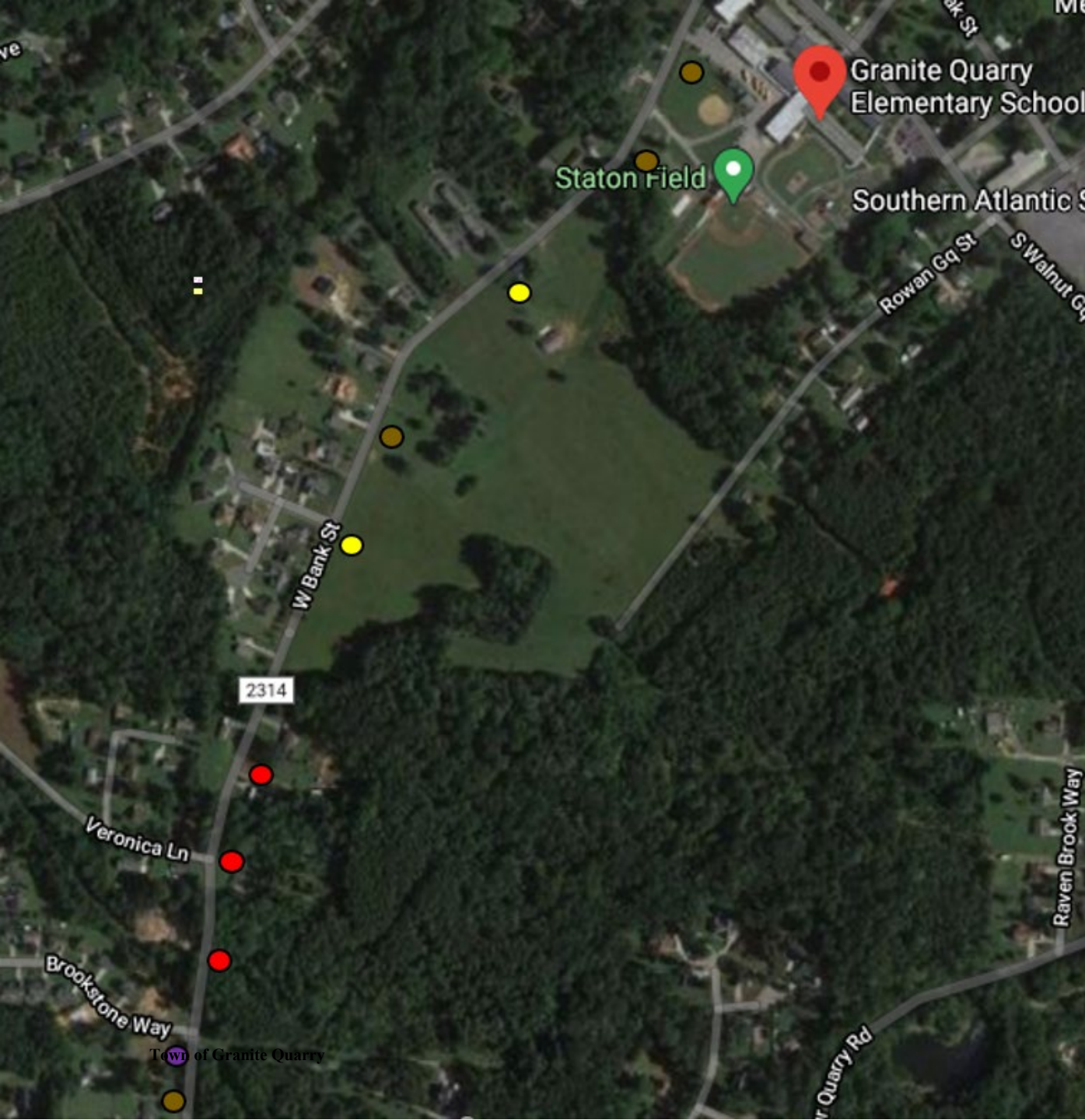
NEW POLE OVER HEAD CABLE = \$14.33 EACHMONTH





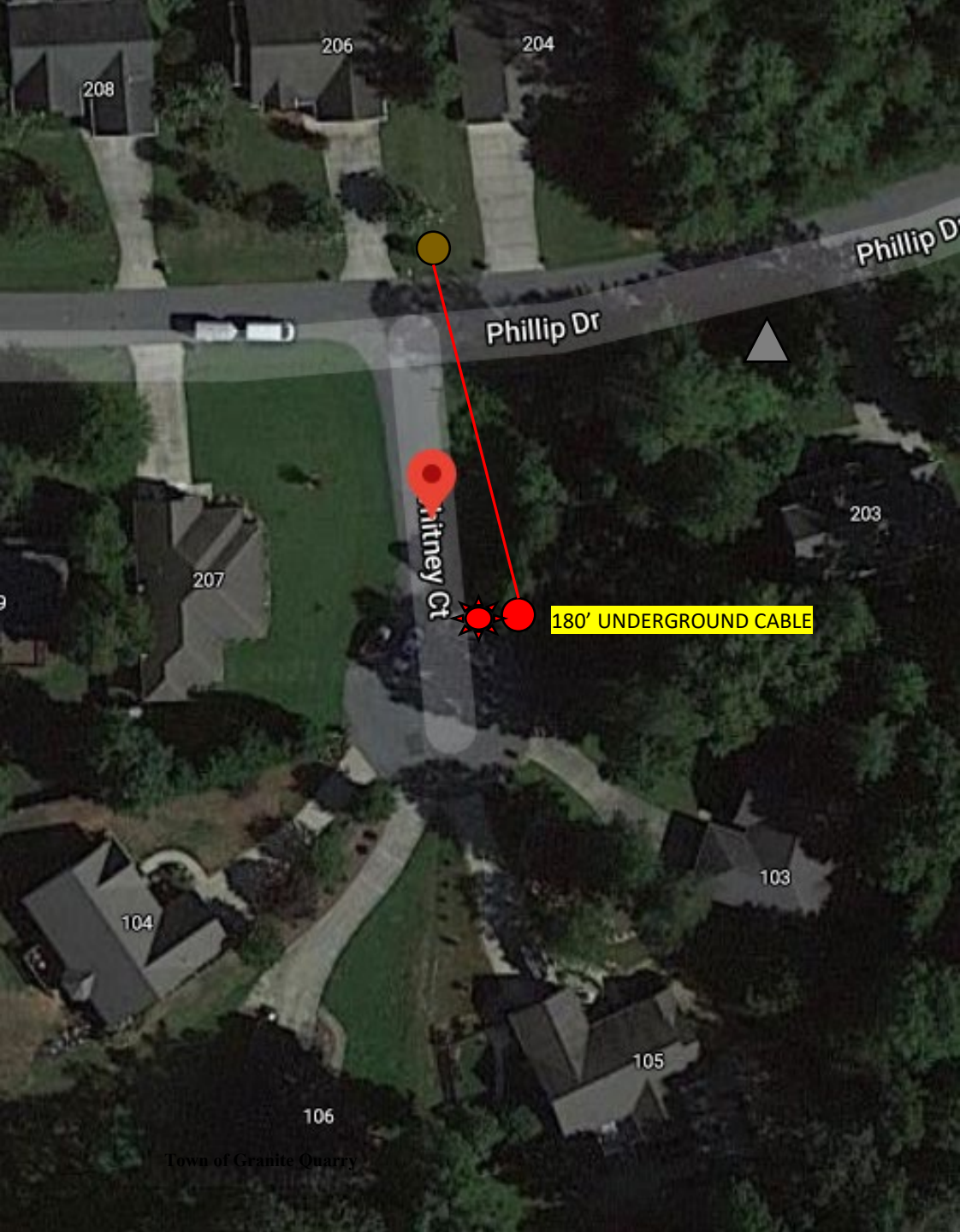
70W LED RW

EXISTING POLE = \$8.02 MONTHLY



- EXISITNG 50W LED ROADWAY
- 100W HPS (HIGH PRESSURE SODIUM)
TRANSITION FEE = \$50 EACH (2 LIGHTS)
MUST BE PAID BEFORE WORK BEGINS
- 175W MV (MERCURY VAPOR)
NO TRANSITION FEE
- ALL LIGHTS INSTALLED AND TRANSITIONED
ARE 50W LED ROADWAY ON EXISITNG POLES

50W LED RW ON EXISITNG POLE W/
OVERHEAD CABLE = \$14.33 MONTHLY



BORING UNDER ROAD AND POSSIBLY WATER LINES
ESTIMATED COST \$600
NEEDS TO BE PAID BEFORE WORK BEGINS

50W LED ROADWAY W/ UNDERGROUND CABLE
\$19.30 MONTH

NEEDED TO DO BEFORE WORK BEGINS

Talk to property owners about digging
and boring on their property.

Get locates to scout area

Would need to get all brush cleaned up
from existing pole to new pole for crew
to dig.

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: **Voluntary Satellite Annexations – Town/Marple properties**
DATE: 2/8/2021



The Town purchased Tax Parcels 352 082, 083, 084, and 061 abutting Balfour Quarry Rd (less and except the tower area on parcel 061) from Mr. David Marple in pursuit of property to relocate its yard waste operations. The next steps were to:

- 1) Rezone the properties;
- 2) Secure release of a State Mining permit on the parcels;
- 3) Obtain permits, make site improvements, and relocate Town Yard Waste operations;
- 4) Survey the parcel south of Balfour Quarry Rd to “subdivide” tower parcel (which led to):
 - 4a) Alleviate boundary and encroachment issues discovered during that survey;
 - 4b) Create a logical subdivision resolution of the tower area to retain Marple-ownership.
- 5) Annex the properties.

Town-owned property follows different annexation processes & steps than a voluntary petition by *private property owner*. So this annexation is actually broken into two different petitions:

1. **Satellite Annexation of Municipal Property**

Area 1: The town-owned parcel north of Balfour Quarry Road

Area 2: The town-owned parcel south of Balfour Quarry Road

2. **Petition for Satellite Annexation**

The tower area parcel within Area 2 above remaining under the ownership of David Marple

Next Steps

The formal steps of the process are attached in case you're interested.

A-2021-__ ; A-2021-__

Marple and Town-owned properties*

Summary

	Who	Target Date	Corresponding BOA mtg Date	Notes
				*Marple 352 087; Town 352 082, 352 083, 352 084, 352 061
1. Legal description of property (commission survey if needed)	TM, Atty	1/27/21		
2. Resolution of intent to annex	TC	1/27/21	2/8/21	Submit at 2/8 mtg (to coincide with Marple petition), but specify hearing is 4/12/21 mtg (to coincide with Marple petition)
Petition Requesting a Non-Contiguous Annexation	TM, Marple	1/27/21	2/8/21	"1/27" is target date to have agenda items to Clerk for the 2/8/21 meeting
Resolution Directing Clerk to Investigate Petition	TC	1/27/21	2/8/21	
Certificate of Sufficiency	TC	2/24/21*	3/8/21	*Begin of course right after 3/8/21 BOA mtg if so directed. Due by 2/24 for the 3/8/21 BOA mtg.
Resolution Fixing Date of Public Hearing on Annexation	TC	2/24/21	3/8/21	
Notice of Public Hearing	TC	3/28/21	4/12/21	Must run at least 10 days prior to 4/12/21 hearing. <i>2 separate legal ads.</i>
Request for Rural FD debt information	TM	2/24/21*	3/8/21	*Begin of course right after 3/8/21 BOA mtg if so directed. Due by 2/24 for the 3/8/21 BOA mtg.
3. Public Hearing	BOA		4/12/21	
4. Adoption of Annexation Ordinance	TC	3/28/21	4/12/21	<i>2 separate Ordinances</i>
Effective Date		6/30/21 ¹		
Notice of Adoption of Annexation Ordinance	TC	4/16/21		"Optional" - not required by law, but recommended
5. Resolution Accepting Mar Rock Dr into GQ System of Streets	TC, Finance	4/12/21	4/12/21	*Filing # = Resolution #. <i>Follows annexation adoption on the agenda; Finance to follow up with PB map update.</i>
6. Filing: Local Govt Commission - Contract with Rural FD	TM	4/16/21		Filing N/A if less than \$100.
7. Filing: Annexation Recording	TC	4/16/21		Have planner update zoning maps also
Town Clerk's Office				
Preclearance Requirements Voting Rights Act	N/A			N/A to GQ
Register of Deeds	TM	4/16/21		*Filing # = Deed Book & Page #s
Secretary of State	TC	4/16/21		*Example by SOS comp #s. We'll file each by their ultimate Ordinance Adoption #s (e.g., A-2021-09 and A-2021-10)
Board of Elections	TM	4/16/21		If uninhabited, include cover letter explaining (area is owned by the municipality) and has no residents
Office of State Planning: Population Info	TC	4/16/21		Info on population, or lack thereof
Tax Collector	TM	4/16/21		
Powell Bill Report	Finance	7/1/21*		Maps due by 6/30; filing in July
Annual Boundary and Annexation Survey	Planner	7/1/21*		*Usually mailed to municipality late June with a July deadline for submission

¹ See 8-2, 8-3 for additional pro-rating requirements if effective date is adopted as something other than 6/30.



RESOLUTION 2021-01

RESOLUTION STATING THE INTENT OF THE TOWN OF GRANITE QUARRY TO ANNEX PROPERTY OWNED BY THE TOWN WHICH IS NOT CONTIGUOUS TO THE EXISTING MUNICIPAL BOUNDARIES

BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry that:

Section 1. It is the intent of the Board of Aldermen, pursuant to G.S. 160A-58.7, to annex the property described in Section 2, which is owned by the Town of Granite Quarry.

Section 2. The legal description of the property is as follows:

Area 1: Commonly known as Lot Numbers 1, 2, and 3 and Mar Rock Drive as illustrated on attached copy of Book of Maps 9995, Page 6043 and specifically described as follows:

Beginning at a chiseled hole in a boulder which is of N 60°14'53" W (Book of Maps 6043) a distance of 67.90 feet from an existing nail by a ½" existing iron pipe; thence with a bearing of S 15°45'44" W (Book of Maps 6043 for the remainder calls of this parcel) a distance of 155.52 feet to a ½" existing iron pipe; thence S 39°39'39" W 172.13 feet to a ½" existing iron pipe; thence S 39°39'39" W 31.50 feet to a computed point in Legion Club Road which is the point of beginning of Rowan PID: 352 061; thence N 69°27'23" W 98.03 feet to a computed point; thence N 75°08'44" W 75.99 feet to a point; thence N 84°49'13" W 105.54 feet to a computed point; thence S 85°36'17" W 71.41 feet to a computed point; thence S 79°01'18" W 41.43 feet to a computed point; thence S 73°58'36" W 54.34 feet to a computed point; thence leaving Legion Club Road N 07°15'52" W 30.63 feet to a ½" existing iron pipe; thence N 07°15'52" W 168.53 feet to a ½" existing iron pipe; thence S 71°07'57" W 195.55 feet to a ½" existing iron pipe; thence N 07°13'15" E 70.67 feet to a ½" existing iron pipe; thence N 07°13'15" E 100.50 feet to a ½" existing iron pipe; thence N 07°13'15" E 100.50 feet to a 1" existing iron pipe; thence N 51°08'15" E 106.47 feet to a ½" existing iron pipe; thence S 86°45'29" E 46.27 feet to a new iron pipe; thence S 86°45'29" E 344.26 feet to an existing nail by 1" existing iron pipe; thence S 60°14'53" E 357.00 feet to the point of beginning, containing 6.53 Acres +/- Metes and bounds prepared from Rowan County Register of Deeds Book of Maps 9995, page 6043.

Area 2: Commonly known as Tax Map 352, Parcel 061 (NC Grid North) as illustrated on the attached survey and specifically described as follows:

Beginning at a point (not set for found) being the southeastern corner of D. B. 1340, page 200 in the center of Balfour Quarry Road having coordinates of N:677602.88, E:1571377.90 which is S 37°32'14" W a distance of 31.54 feet from a ½" pipe found; thence with a bearing of S 70°03'22" E a distance of 3.42 feet to a Spike Set in the center of Legion Club Road; thence with a bearing of S 04°39'20" W a distance of 45.00 feet to a 5/8" rod Set; thence with a bearing of S 04°41'07" W a distance of 177.95 feet to a 5/8" rod Set which is with a bearing of N 88°05'02" W a distance of 345.00 feet from a Town of Granite Quarry Annexation Marker with coordinates of N:677367.98, E:1571707.73; thence with a bearing of N 88°05'00" W a distance of 501.89 feet to a 5/8" rod Set; thence with a bearing of N 88°05'05" W a distance of 365.76 feet to a 3/4" pipe found.; thence with a bearing of N 05°09'27" E a distance of 44.58 feet to a Spike Set in the center of

Balfour Quarry Road; thence with a bearing of N 69°09'57" E a distance of 223.00 feet to a point (not set nor found); thence with a bearing of N 69°01'28" E a distance of 251.04 feet to a nail set in the center of said road; thence with a bearing of N 71°52'27" E a distance of 54.30 feet to a point (not set nor found) in the center of said road; thence with a bearing of N 76°56'17" E a distance of 41.42 feet to a point (not set nor found) in the center of said road; thence with a bearing of N 83°31'16" E a distance of 71.39 feet to a point (not set nor found) in the center of said road; thence with a bearing of S 86°53'15" E a distance of 105.51 feet to a nail set in the center of said road; thence with a bearing of S 20°05'52" W a distance of 37.55 feet to a 5/8" rod Set; thence with a bearing of S 18°50'10" W a distance of 20.00 feet to a 1/2" rod found.; thence with a bearing of S 18°37'33" W a distance of 100.27 feet to a 1/2" rod found.; thence with a bearing of S 71°17'55" E a distance of 99.72 feet to a 1/2" rod found.; thence with a bearing of N 24°52'00" E a distance of 94.88 feet to a 5/8" rod Set; thence with a bearing of N 09°39'11" E a distance of 62.91 feet to a nail set in Balfour Quarry Road; thence with a bearing of N 18°59'17" E a distance of 9.33 feet to a nail set in the center of Balfour Quarry Road; thence with a bearing of S 71°32'09" E a distance of 74.33 feet to the point of beginning.; containing 152711 square feet or 3.506 acres.

Section 3. The property described in Section 2 is not contiguous to the current municipal boundaries, but will meet the requirements of G.S. 160A-58.1(b).

Section 4. A public hearing on the question of annexation will be held at Granite Quarry Town Hall at 7:00 p.m. on April 12th, 2021.

Section 5. Notice of the public hearing shall be published once in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, at least ten (10) days prior to the date of the public hearing.

Adopted this 8th day of February, 2021

William D. Feather, Mayor

Attest:

Aubrey Smith, Town Clerk

Book 9995 Page 6043

This plat is subject to any rights-of-way, easements, or agreements of record prior to date of survey.

Notes :

- The ratio of precision is 1 : 10,000 +
- This Survey creates a New Subdivision of Land Located in the Subdivision Jurisdiction of the Town of Granite Quarry, North Carolina.
- Area by Coordinate Method.
- New Tracts to be Served by Private Well and Septic Systems.
- A 10' Utility Easement is provided along side/rear lot lines as necessary.
- This Property is not located in a water supply watershed.

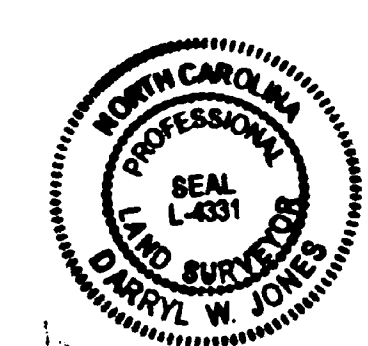
FILED in ROWAN County, NC
on Apr 19 2007 at 08:21:26 AM
by Bobbie M. Earnhardt
Register of Deeds
BOOK 9995 PAGE 6043

ROWAN COUNTY
FILED FOR REGISTRATION AT 9:21:26 O'CLOCK A.M.
4-19, 2007 AND REGISTERED IN MAP BOOK
9995, PAGE 6043
BOBBIE M. EARNHARDT, REGISTER OF DEEDS
Bobbie M. Earnhardt
ASSISTANT/DEPUTY

As of the date (10/09/06) of this survey, this property does not lie in a Special Flood Hazard Zone.
Reference : F.I.R.M. Panel # 370351 0120B
Published by : U.S. Dept. of H.U.D., Federal Insurance Admin.
Effective Date : November 1, 1979
The ratio of precision is 1 : 10,000 +
I, Darryl W. Jones, certify that this plat was drawn under my supervision from an actual survey made under my supervision ; that the ratio of precision is 1 : 10,000 + ; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon, and that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my original signature, registration number and seal this 29 day of Nov. , 2006.

Darryl W. Jones
Darryl W. Jones, P.L.S. (L-4331)



LEGEND

- E.I.P. = Existing Iron Pipe, as described (FOUND)
- E.I.R. = Existing Iron Rod, as described (FOUND)
- N.I.P. = New Iron Pipe
- C.P. = Computed Point, No Physical Monumentation
- R/W = Right of Way
- EP = Edge of Pavement
- - - = Fence

LINE	BEARING	DISTANCE
L1	N 69°27'23" W	98.03'
L2	N 75°08'44" W	75.99'
L3	N 84°49'13" W	105.54'
L4	S 85°36'17" W	71.41'
L5	S 79°01'18" W	41.43'
L6	S 73°58'36" W	54.34'
L7	N 07°13'15" E	70.67'
L8	N 07°13'15" E	100.50'
L9	N 07°13'15" E	100.50'
L10	N 51°08'15" E	106.47'
L11	N 10°38'48" W	97.04'
L12	N 10°38'48" W	28.54'

L15	N 74°17'47" E	30.33'
L16	S 07°13'15" W	29.83'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	45.00'	174.21'	84.08'	S 31°33'07" E

MINIMUM BUILDING SETBACKS (R3):

Front Yard : 30'
Side Yard : 10'
Rear Yard : 25'

This Subdivision Plat has been found to comply with the provisions of the Subdivision Ordinance of the Town of Granite Quarry and is approved this date by the Board of Aldermen for recording in the Office of the Register of Deeds.

Mary Bond
Mayor, Town of Granite Quarry
Date 12/04/06

Town of Granite Quarry
County of Rowan
State of North Carolina
This Property is located in the Subdivision Jurisdiction of the Town of Granite Quarry, North Carolina and this Minor Subdivision was approved.

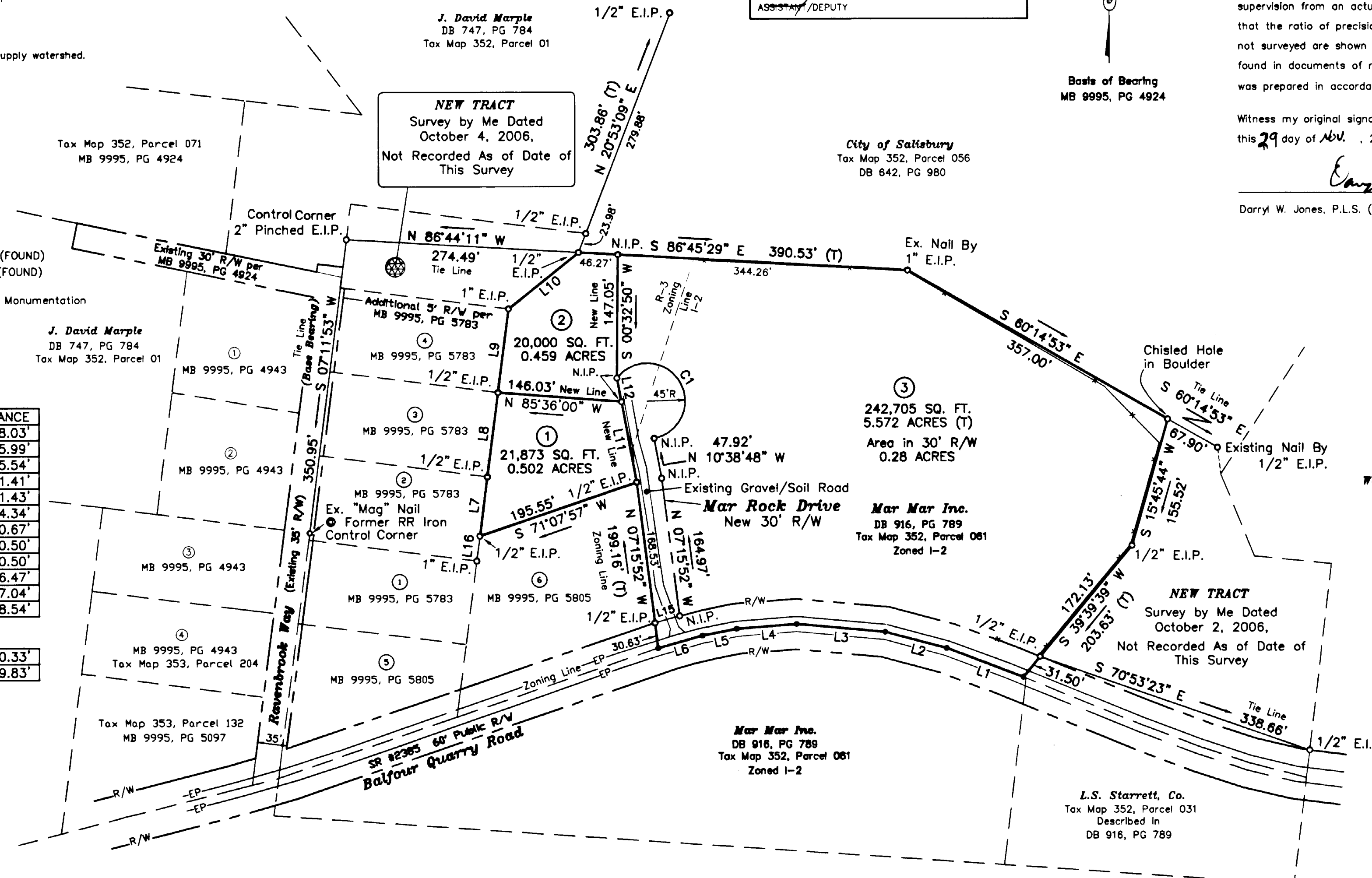
Susan K. Closer
Subdivision Administrator
Date 12/04/06

Darryl W. Jones
Professional Land Surveyor
240 Deer Lake Run
Salisbury, NC 28146
704-637-8758

J. David Marple
DB 747, PG 784
Tax Map 352, Parcel 01

NEW TRACT
Survey by Me Dated
October 4, 2006,
Not Recorded As of Date of
This Survey

City of Salisbury
Tax Map 352, Parcel 056
DB 642, PG 980



County of Rowan
State of North Carolina
I, *Fredda Greer*, Review

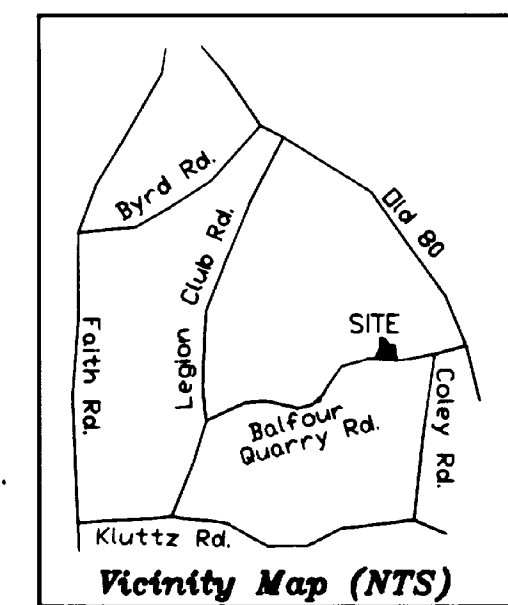
Officer of the County of Rowan, certify that the map or Plat to which this certification is affixed meets all statutory requirements for recording.

Fredda Greer
Review Officer County of Rowan
Date 4-19-07

I hereby certify that I am the owner of the property described in Deed Book 916, Page 789; and that I hereby adopt this plan of subdivision with my free consent. Further, I certify that the property shown hereon is within the subdivision regulation jurisdiction of the Town of Granite Quarry.

Owner *J. David Marple*
Date 12/04/06

Waste Management of Carolinas, Inc.
Tax Map 352, Parcel 033
DB 626, PG 520



Plat of
Minor Subdivision of
6.468 Total Acres
3 New Tracts
and New 30' R/W

Being
A Portion of the Land
Described in DB 916, PG 789

Property of
Mar Mar, Inc.

Gold Hill Township, Rowan County, NC
Tax Ref : Tax Map 352, Parcel 061
Deed Ref : DB 916, PG 789
Zoning Classification : I-1, R3
Survey Date : October 9, 2006
Plat Preparation Date : October 10, 2006
Plat Revised November 29, 2006

Scale: 1" = 100'



Owner Certificate
 I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby acknowledge this plat and allotment to be my (our) free act and deed.

Date _____ Owner(s) _____
 Date _____ Owner(s) _____
 Date _____ Owner(s) _____

Approval for Recording
 This division of land does not meet the definition of a subdivision as set forth by North Carolina General Statute 160d-802 and is not subject to the development review process of the Town of Granite Quarry. The minimum lot requirements for the subject zoning district have been met.

Subdivision Administrator _____ Date _____

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN COUNTY

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

REVIEW OFFICER _____ DATE _____

ROWAN COUNTY, NORTH CAROLINA
 Filed for registration at _____ o'clock_M
 _____ May _____ 2017 and registered
 in MAP _____ Book 9995 Page _____
 J. E. BRINDLE, REGISTER OF DEEDS
 BY: _____ ASST/DEPUTY

North
 N. C. Grid North
 NAD83
 (NGRS 2011)
 Per NC Network RTK
 Vertical Datum
 NAVD88
 THETA = -00° 49' 57"

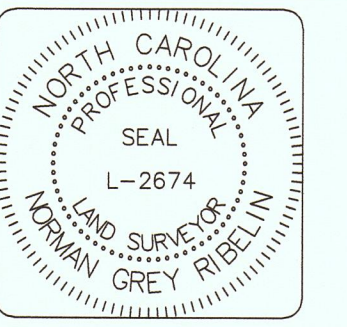
Scale 1"=50'
 1 centimeter = 5 meters
 Scale Ratio 1:600

CERTIFICATE FOR BOUNDARY SURVEY USING GPS
 I, Norman Grey Ribelin, certify that this report was produced under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: _____
- (2) Positional accuracy: _____
- (3) Type of GPS field procedure: _____
- (4) Dates of survey: _____
- (5) Datum/epoch: _____
- (6) Published/field-control: _____
- (7) Geoid model: _____
- (8) Combined grid factor(s): _____
- (9) Units: _____

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS IS THE
 Norman Grey Ribelin, PLS, L-2674
 Ribelin Land Surveying, Inc. C-1693

Date: 2/2/2021



LEGEND

- Iron Found
- Stone Found
- Monument Found
- ⊕ Nail Found
- ▲ Nail Set
- ▲ Spike Found
- ▲ Spike Set
- ▲ Point (not set nor found)
- ⚡ Power Pole
- ⚡ Right-of-way
- E-E— Overhead Lines

This survey is conducted by:
 Norman Grey Ribelin, PLS, L-2674
 dba/
 Ribelin Land Surveying, Inc., C-1693
 333 Surveyors Drive Salisbury, N. C.
 28146-1538 Ph. (704) 633-2995

Survey Type: Exception/Recombination
 FOR: **Town of Granite Quarry**
 Present Owners: Town of Granite Quarry

City/Township: Granite Quarry, Town of, Gold Hill
 Township
 County: Rowan County North Carolina

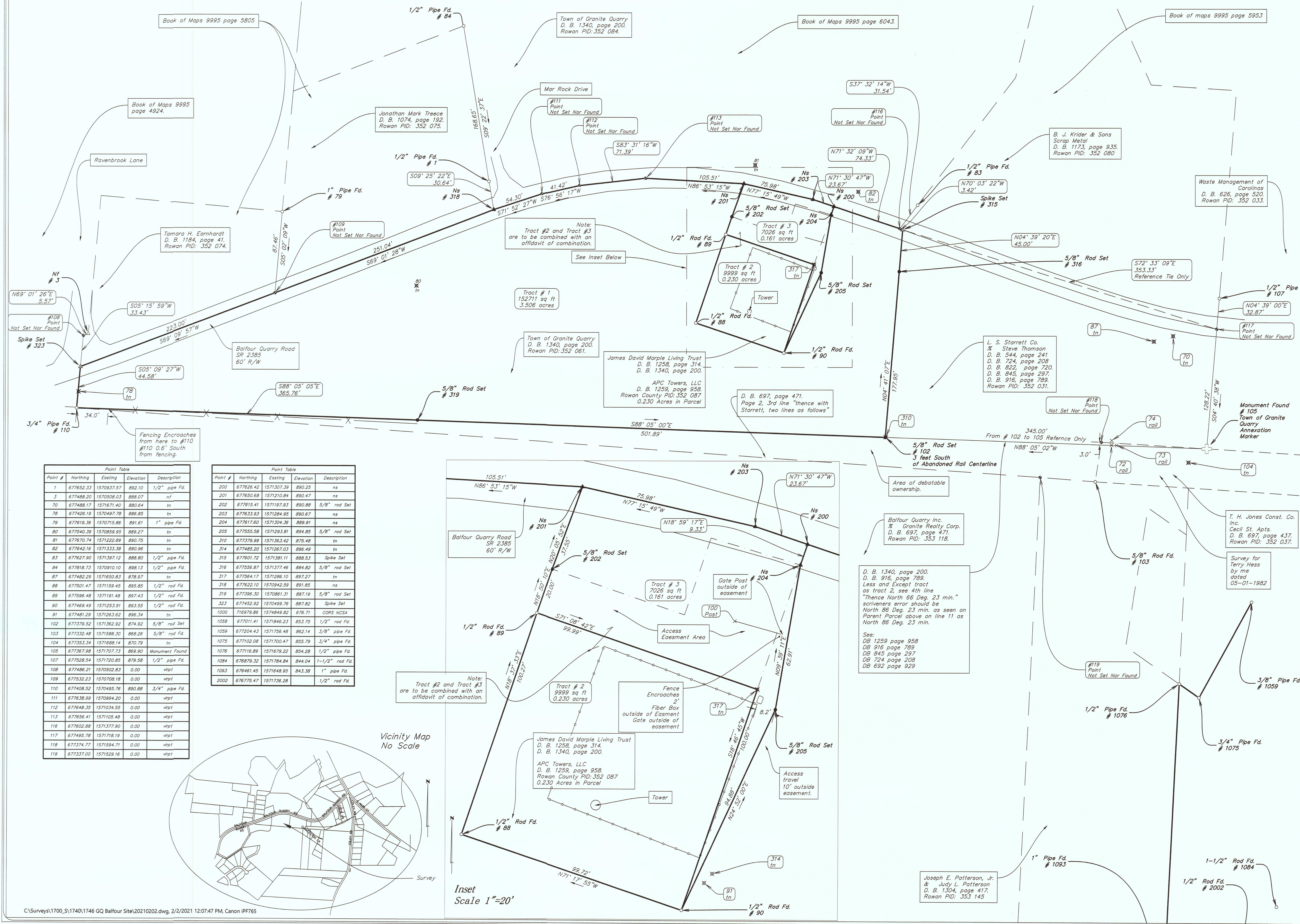
Parcel Id: 352 062
 Pin Number: 5677-07-8554

Total Acreage: 3.897 Acres ± Area by coordinates Error Adjusted by
 Compass Rule

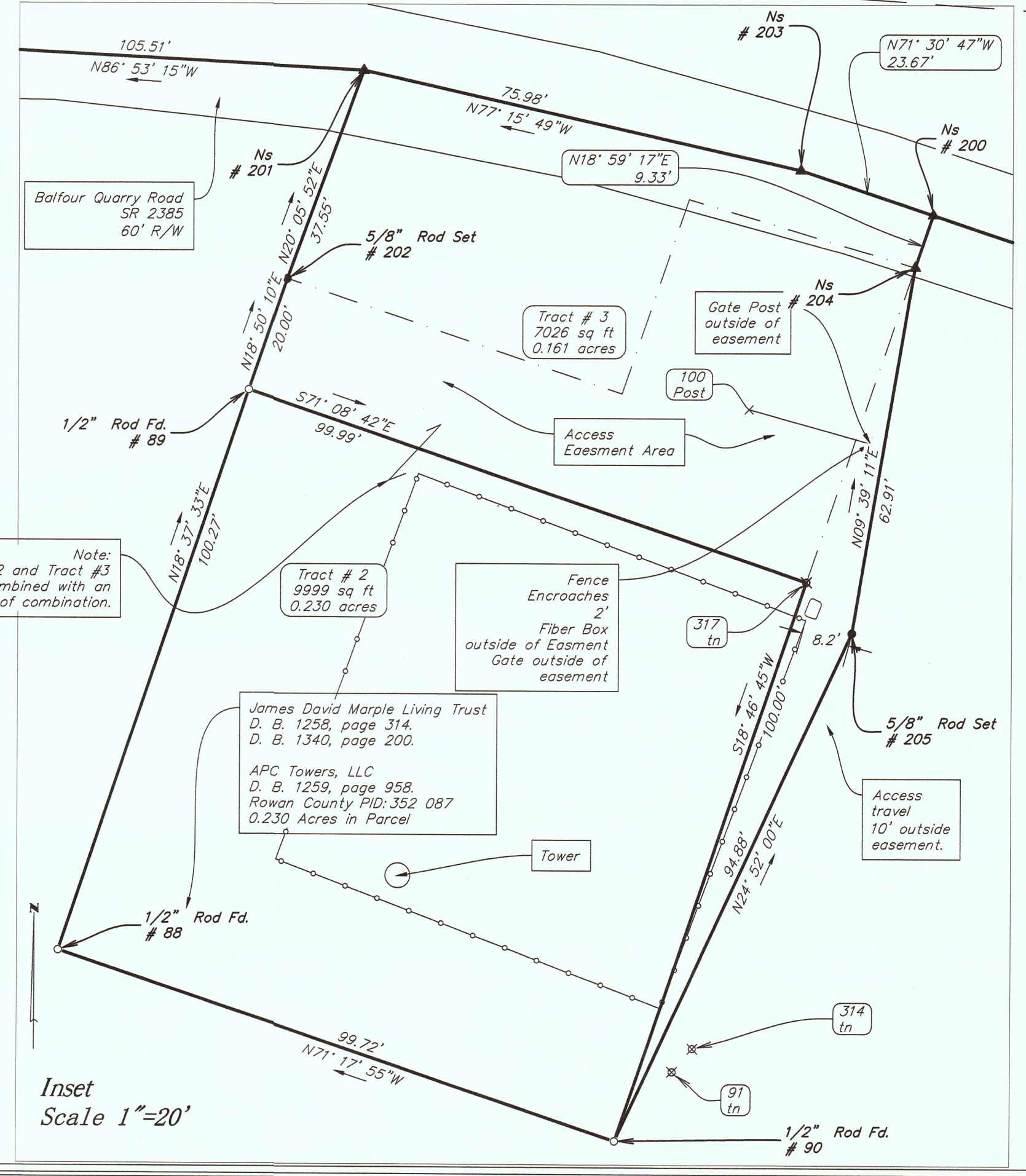
Beginning Field Survey Date: 06/10/2020 Last Survey Date: 01/28/2021
 Revised 06/28/2020, Revised 02/01/2021, Revised 02/02/2021
 Drawing Date: 2/2/21

COGO/CAD FILE: C:\Surveys\1700_S\1740 GO Balfour Site\20210202.dwg, 2/2/2021 12:07:47 PM, Canon IFF765

JOB NUMBER: 2020-1746



Point #	Northing	Easting	Elevation	Description
1	677652.33	1570937.57	892.10	1/2" pipe Fd.
3	677488.20	1570508.03	888.07	nf
70	677488.17	1571671.40	880.64	tn
78	677428.19	1570497.78	886.85	tn
79	677619.36	1570715.86	891.61	1" pipe Fd.
80	677540.39	1570858.95	889.27	tn
81	677670.74	1571222.89	890.75	tn
82	677842.16	1571333.38	890.98	tn
83	677627.90	1571397.12	888.80	1/2" pipe Fd.
84	677818.73	1570910.10	898.13	1/2" pipe Fd.
87	677482.29	1571650.83	878.97	tn
88	677501.47	1571159.45	895.85	1/2" rod Fd.
89	677596.48	1571191.48	897.43	1/2" rod Fd.
90	677469.49	1571253.91	893.55	1/2" rod Fd.
91	677481.29	1571263.62	896.34	tn
102	677379.52	1571362.92	874.92	5/8" rod Fd.
103	677332.48	1571588.30	868.26	5/8" rod Fd.
104	677353.34	1571688.14	870.79	tn
105	677367.98	1571707.73	869.80	Monument Found
107	677528.54	1571720.85	879.58	1/2" pipe Fd.
108	677486.21	1570502.83	0.00	wpf
109	677532.23	1570708.18	0.00	wpf
110	677408.52	1570456.76	890.88	3/4" pipe Fd.
111	677638.99	1570994.20	0.00	wpf
112	677648.35	1571034.55	0.00	wpf
113	677656.41	1571105.48	0.00	wpf
116	677602.88	1571377.90	0.00	wpf
117	677495.78	1571718.19	0.00	wpf
118	677374.77	1571594.71	0.00	wpf
119	677337.00	1571529.16	0.00	wpf
200	677626.42	1571307.39	890.25	ns
201	677850.88	1571210.84	890.47	ns
202	677615.41	1571197.93	890.88	5/8" rod Set
203	677633.93	1571284.95	890.67	ns
204	677617.60	1571304.36	889.91	ns
205	677555.58	1571293.81	894.85	5/8" rod Set
310	677379.99	1571363.42	875.48	tn
314	677485.20	1571267.03	896.49	tn
315	677601.72	1571381.11	888.53	Spike Set
316	677556.87	1571377.48	884.82	5/8" rod Set
317	677584.17	1571286.10	897.27	tn
318	677622.10	1570942.59	891.85	ns
319	677396.30	1570861.31	887.19	5/8" rod Set
323	677452.92	1570499.76	897.82	Spike Set
1000	716979.86	1574849.82	676.71	CORS NCSA
1058	677011.41	1571846.23	853.75	1/2" rod Fd.
1075	677102.08	1571700.47	855.79	3/4" pipe Fd.
1076	677116.89	1571676.22	854.38	1/2" pipe Fd.
1084	676879.32	1571784.84	844.04	1-1/2" rod Fd.
1093	676461.45	1571648.95	843.38	1" pipe Fd.
2002	676775.47	1571736.28	0.00	1/2" rod Fd.



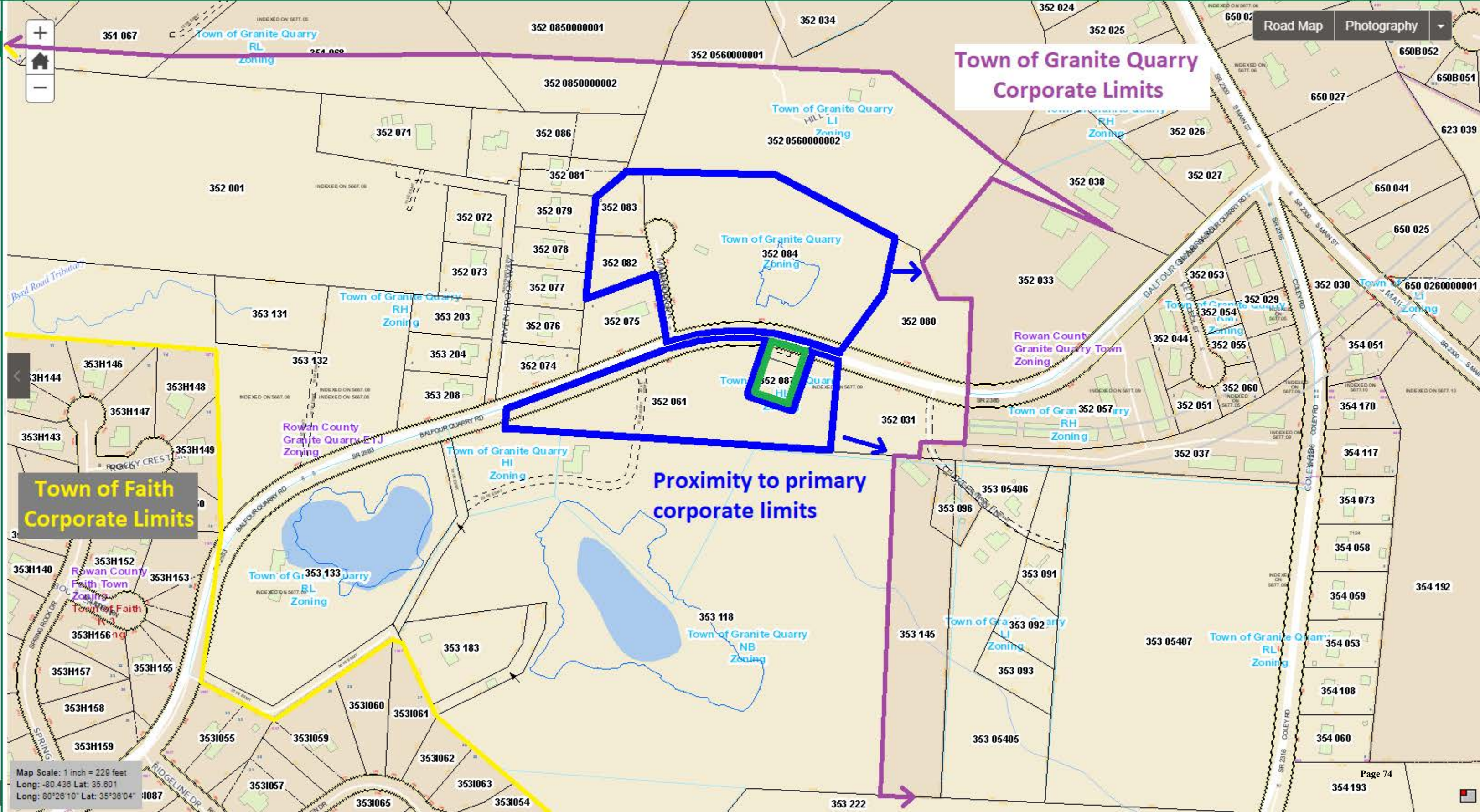
1 Inch = 229 ft



Search Results Layers

Table of Contents

- parcel_annotation
- Addressing Points
- Places of Interest
- NC RailRoad
- parcel_lines
- Parcels
- Delinquent Parcels
- Owner Name
- Calculated Ac
- Subdivisons
- Flood Zone (2014)
- Water
- Streams
- Contours
- 2 Foot Contours
- 5 Foot Contours
- 10 Foot Contours
- 20 Foot Contours
- FEMA Flood Panel
- Station Boundaries
- Water supply Watersheds
- Station Locations
- Voting Information
- Zoning



Town of Faith Corporate Limits

Town of Granite Quarry Corporate Limits

Proximity to primary corporate limits

Map Scale: 1 inch = 229 feet
Long: -80.438 Lat: 35.801
Long: 80°26'10" Lat: 35°36'04"

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A-2021-__ ; A-2021-__

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				*Marple 352 087; Town 352 082, 352 083, 352 084, 352 061
1. Legal description of property (commission survey if needed)	TM, Atty	1/27/21		
2. Resolution of intent to annex	TC	1/27/21	2/8/21	Submit at 2/8 mtg (to coincide with Marple petition), but specify hearing is 4/12/21 mtg (to coincide with Marple petition)
Petition Requesting a Non-Contiguous Annexation	TM, Marple	1/27/21	2/8/21	"1/27" is target date to have agenda items to Clerk for the 2/8/21 meeting
Resolution Directing Clerk to Investigate Petition	TC	1/27/21	2/8/21	
Certificate of Sufficiency	TC	2/24/21*	3/8/21	*Begin of course right after 3/8/21 BOA mtg if so directed. Due by 2/24 for the 3/8/21 BOA mtg.
Resolution Fixing Date of Public Hearing on Annexation	TC	2/24/21	3/8/21	
Notice of Public Hearing	TC	3/28/21	4/12/21	Must run at least 10 days prior to 4/12/21 hearing. <i>2 separate legal ads.</i>
Request for Rural FD debt information	TM	2/24/21*	3/8/21	*Begin of course right after 3/8/21 BOA mtg if so directed. Due by 2/24 for the 3/8/21 BOA mtg.
3. Public Hearing	BOA		4/12/21	
4. Adoption of Annexation Ordinance	TC	3/28/21	4/12/21	<i>2 separate Ordinances</i>
Effective Date		6/30/21 ¹		
Notice of Adoption of Annexation Ordinance	TC	4/16/21		"Optional" - not required by law, but recommended
5. Resolution Accepting Mar Rock Dr into GQ System of Streets	TC, Finance	4/12/21	4/12/21	*Filing # = Resolution #. <i>Follows annexation adoption on the agenda; Finance to follow up with PB map update.</i>
6. Filing: Local Govt Commission - Contract with Rural FD	TM	4/16/21		Filing N/A if less than \$100.
7. Filing: Annexation Recording	TC	4/16/21		Have planner update zoning maps also
Town Clerk's Office				
Preclearance Requirements Voting Rights Act	N/A			N/A to GQ
Register of Deeds	TM	4/16/21		*Filing # = Deed Book & Page #s
Secretary of State	TC	4/16/21		*Example by SOS comp #s. We'll file each by their ultimate Ordinance Adoption #s (e.g., A-2021-09 and A-2021-10)
Board of Elections	TM	4/16/21		If uninhabited, include cover letter explaining (area is owned by the municipality) and has no residents
Office of State Planning: Population Info	TC	4/16/21		Info on population, or lack thereof
Tax Collector	TM	4/16/21		
Powell Bill Report	Finance	7/1/21*		Maps due by 6/30; filing in July
Annual Boundary and Annexation Survey	Planner	7/1/21*		*Usually mailed to municipality late June with a July deadline for submission

¹ See 8-2, 8-3 for additional pro-rating requirements if effective date is adopted as something other than 6/30.



**TOWN OF GRANITE QUARRY
PETITION REQUESTING A NON-CONTIGUOUS
ANNEXATION**

Date: _____

To the Board of Aldermen of the Town of Granite Quarry:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed into the Town of Granite Quarry.

2. The area to be annexed is non-contiguous to the Town of Granite Quarry and the boundaries of such territory are as follows, with the corresponding survey map attached:

Beginning at a nail set having coordinates of N:677626.43, E:1571307.39; thence with a bearing of S 18°59'17" W a distance of 9.33 feet to a nail set; thence with a bearing of S 09°39'11" W a distance of 62.91 feet to a 5/8" rod Set; thence with a bearing of S 24°52'00" W a distance of 94.88 feet to a 1/2" rod found; thence with a bearing of N 71°17'55" W a distance of 99.72 feet to a 1/2" rod found.; thence with a bearing of N 18°37'33" E a distance of 100.27 feet to 1/2" rod found; thence with a bearing of N 18°50'10" E a distance of 20.00 feet to a 5/8" rod Set; thence with a bearing of N 20°05'52" E a distance of 37.55 feet to a nail set; thence with a bearing of S 77°15'49" E a distance of 75.98 feet to a nail set; thence with a bearing of S 71°30'47" E a distance of 23.67 feet to the point of beginning.; containing 17025 square feet or 0.391 acres.

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Granite Quarry.

4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160D-108 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. If zoning vested rights are claimed, indicate below and attach proof.

	<u>Name</u>	<u>Address</u>	<u>Do you declare vested rights?</u> (yes or no)	<u>Signature</u>
1.	James David Marple	1681 Little Bay Road White Stone, VA 22578	No	
2.				
3.				



RESOLUTION 2021-02

**A RESOLUTION OF THE TOWN OF GRANITE QUARRY, NORTH
CAROLINA, DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-58.1**

WHEREAS, a petition requesting annexation of an area described in said petition was received on February 8, 2021 by the Board of Aldermen of the Town of Granite Quarry, North Carolina (“Board of Aldermen”); and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Aldermen of the Town of Granite Quarry deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Aldermen the result of the investigation.

William D. Feather, Mayor

ATTEST:

Aubrey Smith, Town Clerk

[SEAL]

Owner Certificate
 I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby acknowledge this plat and allotment to be my (our) free act and deed.

Date _____ Owner(s) _____
 Date _____ Owner(s) _____
 Date _____ Owner(s) _____

Approval for Recording
 This division of land does not meet the definition of a subdivision as set forth by North Carolina General Statute 160d-802 and is not subject to the development review process of the Town of Granite Quarry. The minimum lot requirements for the subject zoning district have been met.

Subdivision Administrator _____ Date _____

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN COUNTY

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

REVIEW OFFICER _____ DATE _____

ROWAN COUNTY, NORTH CAROLINA
 Filed for registration at _____ o'clock _____M
 _____May _____2017_____and registered
 in MAP _____Book 9995 Page _____
 J. E. BRINDLE, REGISTER OF DEEDS
 BY: _____ASST/DEPUTY

North
 N. C. Grid North
 NAD83
 (NGRS 2011)
 Per NC Network RTK
 Vertical Datum
 NAVD88
 THETA = -00° 49' 57"

Scale 1" = 50'
 1 centimeter = 6 meters Scale Ratio 1:600

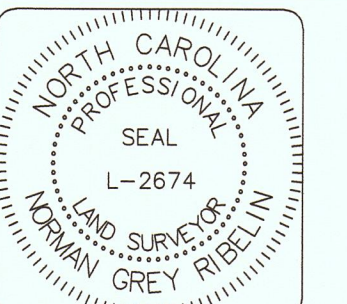
Notes:
 All distances given are reduced to the Grid Plane. Surface distances can be obtained by dividing by combined scale factor.
 Horizontal Control ± 3 centimeter
 Vertical Control ± 3 Centimeters
 Elevations are based on NAVD88
 Measurements taken from North Carolina Network RTK with Trimble R10 GNSS Dual Frequency GPS Receiver
 Conventional Ground Work performed with 1" Trimble SB or SK-10 Robotic Station.

I, Norman Grey Ribelin, certify that this report was produced under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

(1) Class of survey: _____
 (2) Positional accuracy: _____
 (3) Type of GPS field procedure: _____
 (4) Dates of survey: _____
 (5) Datum/book: _____
 (6) Published/field-control: _____
 (7) Geoid model: _____
 (8) Combined grid factor(s): _____
 (9) Units: _____

CERTIFICATE FOR BOUNDARY SURVEY USING GPS
 I, Norman Grey Ribelin, certify that this plat was drawn under my supervision from an actual survey performed under my supervision (deed description recorded in Book 1342 page 220); that the boundaries not surveyed are clearly indicated as drawn from information found in Book NA page NA; that the ratio of precision as calculated is 1:10,000; that the Global Positioning System (GPS) observations were performed to the Geospatial Positioning Accuracy Standards, Part 2 Standards for Geodetic Networks at the 3 centimeter accuracy classification (98% confidence) using RTK Network and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600); and that the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature and seal this the
Norman Grey Ribelin 2/2/2021
 Norman Grey Ribelin, PLS, L-2674
 Ribelin Land Surveying, Inc. C-1693



- LEGEND**
- Iron Found
 - Stone Found
 - Monument Found
 - ⊕ Monument Set
 - ⊙ Nail Found
 - ⊙ Nail Set
 - ⊙ Spike Found
 - ⊙ Spike Set
 - ⊙ Point (not set nor found)
 - ⊙ Power Pole
 - ⊙ Right-of-way
 - ⊙ E-E-Overhead Lines

This survey is conducted by:
Norman Grey Ribelin, PLS, L-2674
 dba/
Ribelin Land Surveying, Inc., C-1693
 333 Surveyors Drive Salisbury, N. C.
 28146-1538 Ph. (704) 633-2995

Survey Type: Exception/Recombination
 FOR: **Town of Granite Quarry**
 Present Owners: Town of Granite Quarry

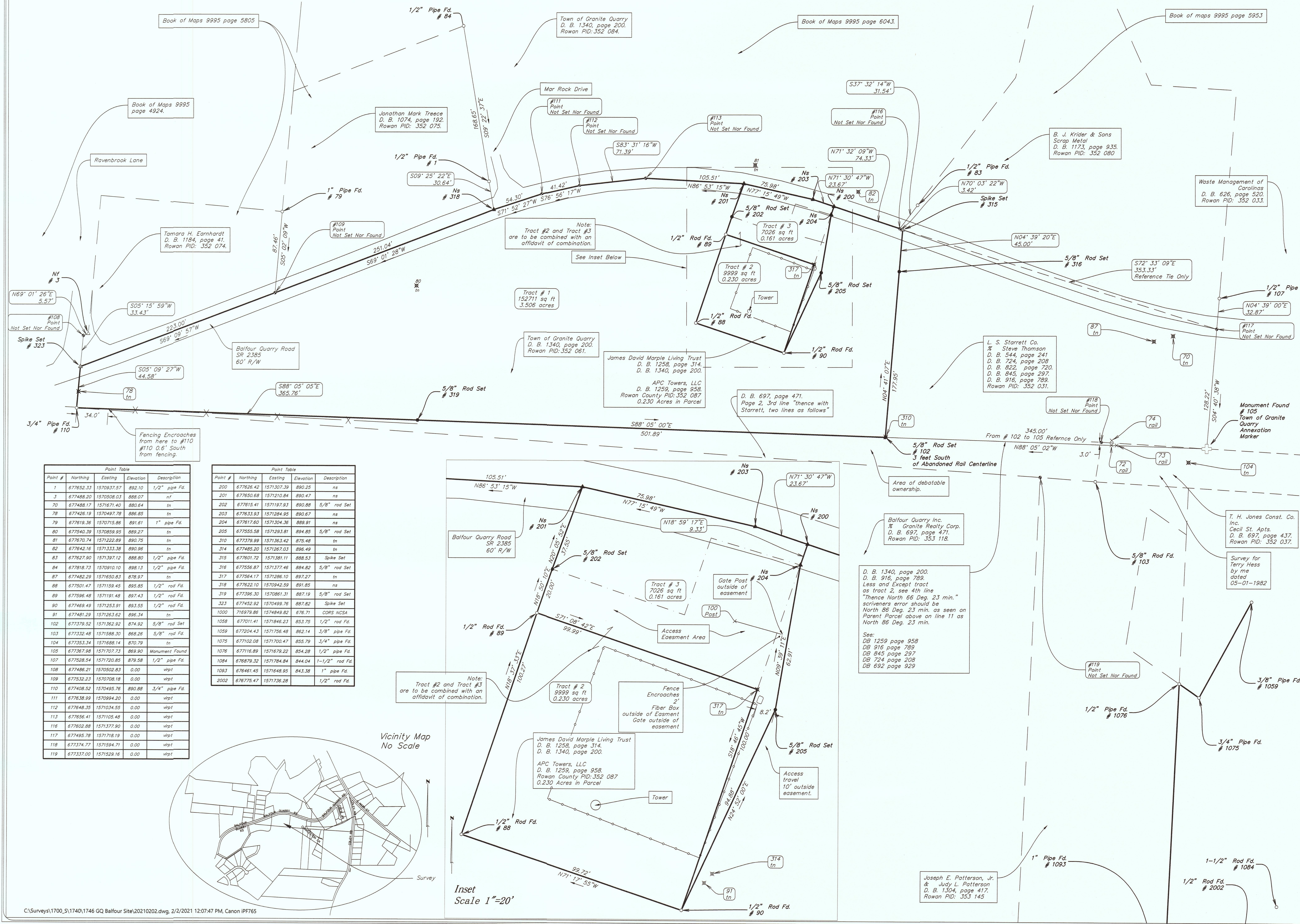
City/Township: Granite Quarry, Town of, Gold Hill
 Township
 County: Rowan County North Carolina

Parcel Id: 352 062
 Pin Number: 5677-07-8554

Total Acreage: 3.897 Acres ± Area by coordinates Error Adjusted by Compass Rule

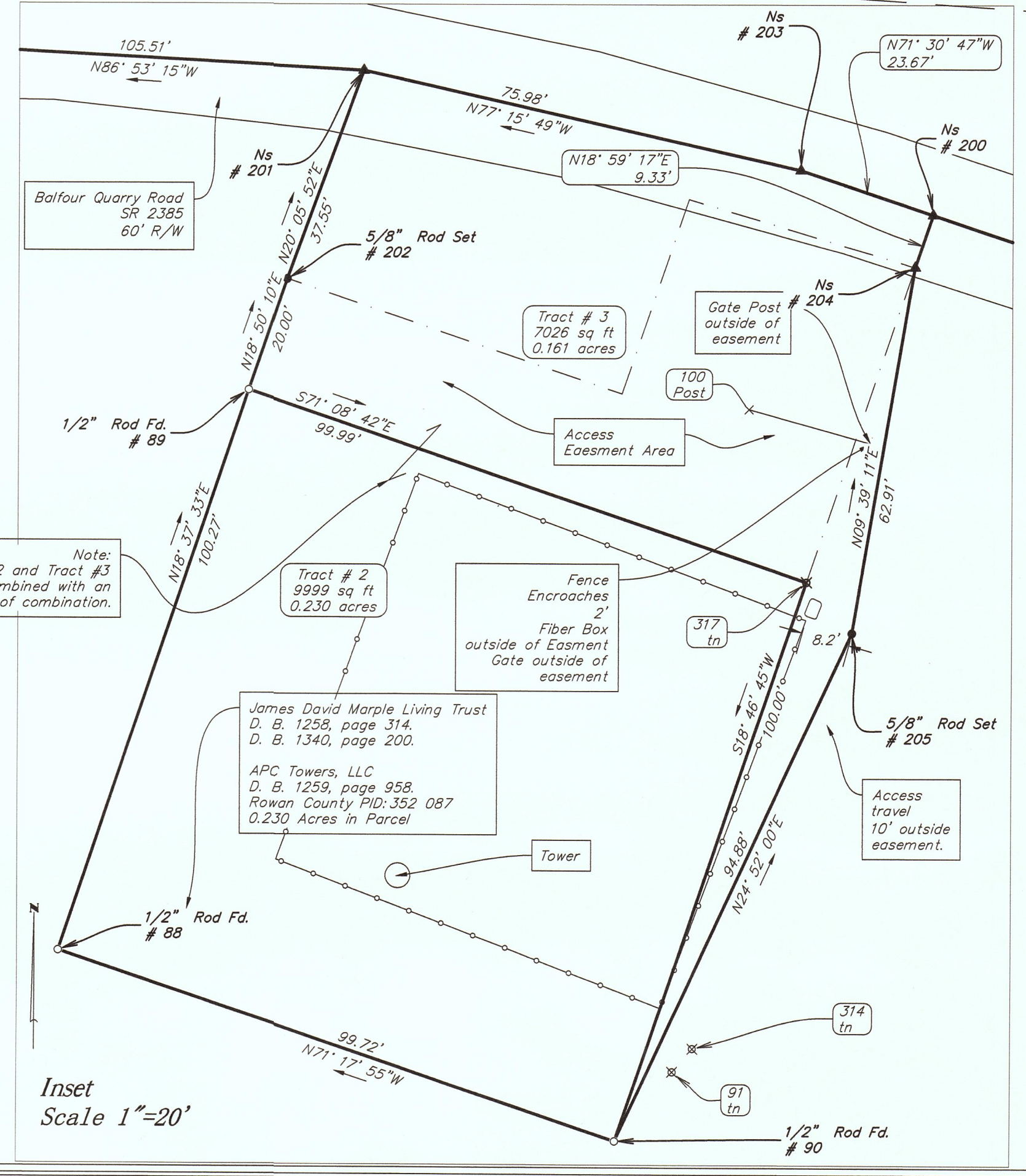
Beginning Field Survey Date: 06/10/2020 Last Survey Date: 01/28/2021
 Revised 06/28/2020, Revised 02/01/2021, Revised 02/02/2021
 Drawing Date: 2/2/21

COGO/CAD FILE: C:\Surveys\1700_S\1740\1746 GO Balfour Site\20210202.dwg
 JOB NUMBER: 2020-1746



Point Table

Point #	Northing	Easting	Elevation	Description
1	677652.33	1570937.57	892.10	1/2" pipe Fd.
3	677468.20	1570508.03	888.07	nf
70	677468.17	1571671.40	880.64	tn
78	677426.19	1570497.78	886.65	tn
79	677619.36	1570715.86	891.61	1" pipe Fd.
80	677540.39	1570658.95	889.27	tn
81	677670.74	1571222.89	890.75	tn
82	677842.16	1571333.38	890.96	tn
83	677627.90	1571397.12	888.80	1/2" pipe Fd.
84	677818.73	1570910.10	898.13	1/2" pipe Fd.
87	677482.29	1571650.83	878.97	tn
88	677501.47	1571159.45	895.85	1/2" rod Fd.
89	677596.48	1571191.48	897.43	1/2" rod Fd.
90	677469.49	1571253.91	893.55	1/2" rod Fd.
91	677481.29	1571263.62	896.34	tn
102	677379.52	1571362.92	874.92	5/8" rod Set
103	677332.48	1571588.30	868.26	5/8" rod Fd.
104	677353.34	1571688.14	870.79	tn
105	677367.98	1571707.73	869.80	Monument Found
107	677528.54	1571720.85	879.58	1/2" pipe Fd.
108	677486.21	1570502.83	0.00	wpf
109	677532.23	1570708.18	0.00	wpf
110	677408.52	1570456.76	890.88	3/4" pipe Fd.
111	677638.99	1570994.20	0.00	wpf
112	677648.35	1571034.55	0.00	wpf
113	677656.41	1571105.48	0.00	wpf
116	677602.88	1571377.90	0.00	wpf
117	677495.78	1571718.19	0.00	wpf
118	677374.77	1571594.71	0.00	wpf
119	677337.00	1571529.16	0.00	wpf



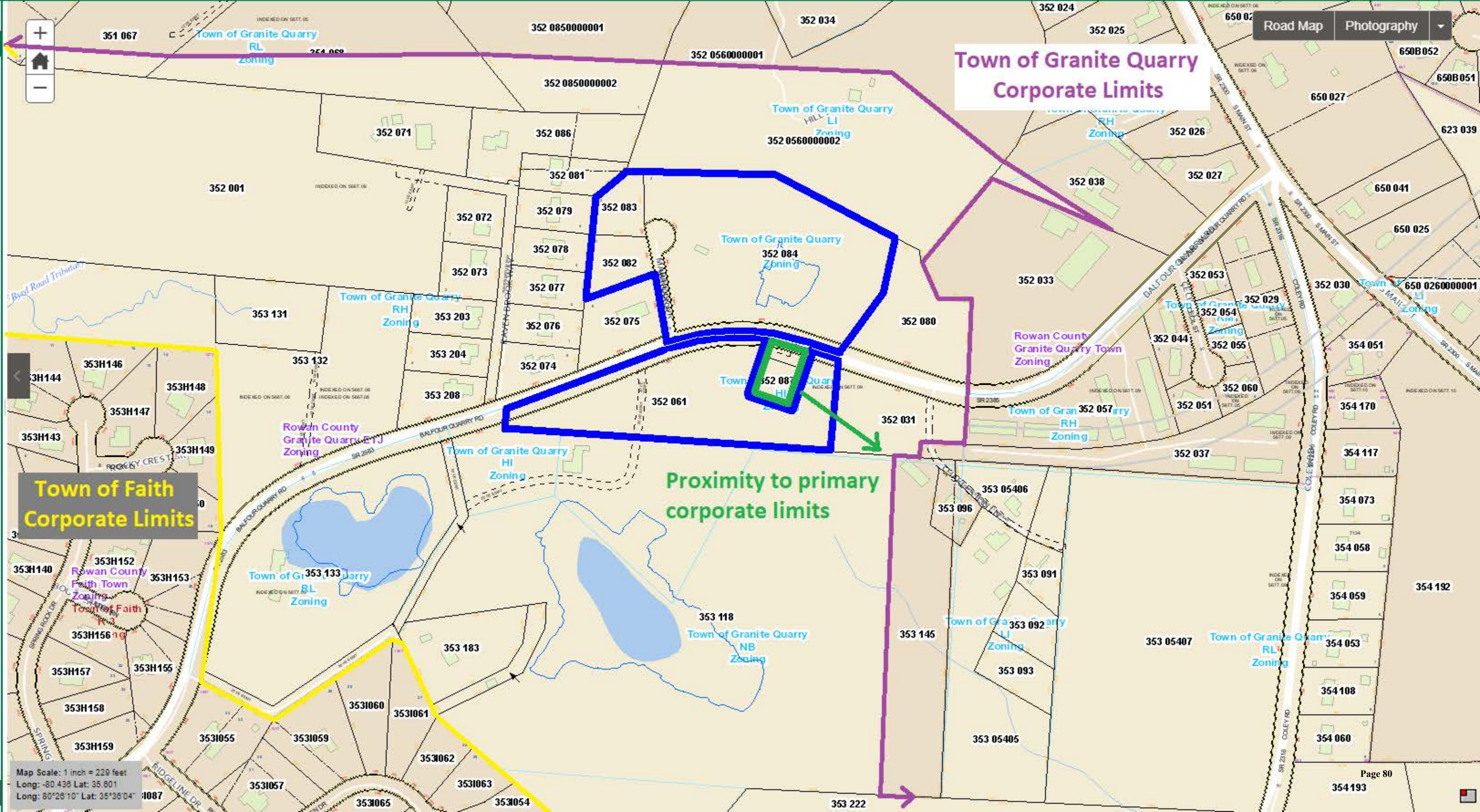
1 Inch = 229 ft



Search Results Layers

Table of Contents

- Table of Contents
- parcel_annotation
- Addressing Points
- Places of Interest
- NC Railroad
- parcel_lines
- Parcels
- Delinquent Parcels
- Owner Name
- Calculated Ac
- Subdivisons
- Flood Zone (2014)
- Water
- Streams
- Contours
- 2 Foot Contours
- 5 Foot Contours
- 10 Foot Contours
- 20 Foot Contours
- FEMA Flood Panel
- Station Boundaries
- Water supply Watersheds
- Station Locations
- Voting Information
- Zoning



Town of Faith Corporate Limits

Town of Granite Quarry Corporate Limits

Proximity to primary corporate limits

Map Scale: 1 inch = 229 feet
Long: -80.438 Lat: 35.801
Long: 80°26'10" Lat: 35°36'04"

Town of Granite Quarry

SUMMARY

TO: Board of Aldermen
FROM: Town Manager Larry Smith
RE: **Offer To Purchase Town Parcel 352 061**
DATE: 2/8/2021



Attached is an Offer To Purchase (OTP) the Town has received regarding the parcel south of Balfour Quarry Rd that the Town recently purchased and is in the process of annexing.

I explained to the offeror that the Town is just now finalizing the legal process correcting property lines on this parcel, and thus is also still in the process of annexing it as well... so the Board has understandably not even begun to discuss additional plans for the property past that (premature until we have these issues resolved and completed).

However, IF the Board wishes to entertain the offer and establish/instruct staff concerning the negotiation of price and terms of a contract, RECOMMENDED ACTION would be to go into closed session to do so.

RECOMMENDED ACTION:

Motion to decline the Offer to Purchase parcel 352 061.



HARRY MARSH LAW

10550 Independence Pointe Pkwy, Ste 302 | Matthews, NC 28105

P: 704-956-7564 | F: 866-535-8589 | Closings@HarryMarshLaw.com

January 22, 2021

Via e-mail to: planner@granitequarrync.gov

Offers to Purchase regarding Parcel 352 061 (and possibly 352 084)

To whom it may concern: my name is Harry Marsh and I'm a real estate attorney in Charlotte, looking to maybe get out of that town. I'm buying 510 Balfour Quarry: PID 353 118. Or rather, I am under contract to purchase that parcel, which is a 24.57 acre active mine/granite quarry. I have been under contract for over a month and have requested (and been granted) short delays by Seller, who is cooperative in trying to help me do this. I am writing and submitting the attached offer to purchase regarding the City of Granite Quarry property PID 352-061. This is a 3.3 acre property that abuts the property that I am trying to buy. (picture is also attached)

The Granite Quarry (PID 353 118) has an active mining permit with many requirements in order to remove that permit: environmental in nature (and other). Pages 4 and 5 show the detailed list of requirements that need to be remedied to remove the active mining permit. Environmental cleanup of some contaminated areas, a fence built around the entire quarry, removal of much other debris and various other requirements will be necessary in this process. It will be a reasonably large undertaking.

The State mining board is also making me purchase parcel # 353 200 as part of this process (for which I am also under contract). There is a small tower on this property that abuts the quarry and the State mining board has asked that this be added to the parcel I had asked to buy, so that a fence could completely encapsulate the property. I am under contract and have negotiated with that owner, as well.

Part of the State mining board's directive is to assure that safety of the property in the future, after episodes such as the death that occurred at the Quarry in August, 2021 (see below if curious).

<https://www.salisburypost.com/2020/08/30/teen-drowns-in-balfour-quarry-three-charged-with-trespassing/>

Long story short: the sale is now contingent upon this final parcel (your parcel). I plan to put a law firm at this quarry (short term plan) and later retire at the quarry (residential house).

I would like to offer \$4,000 for the parcel that you own: 352-061. A cell phone tower, easement for a 2nd driveway to the granite quarry and a duke power easement run through this property, reducing its value substantially (I would argue). The parcel would benefit me by consolidating ownership and allowing me to put a fence around the property (secure it from vandals and for safety of public). Additionally, the extra area might make it easier to install a septic system or well, to service future building.

I would promise that these properties would be well maintained and improved in the future. Public safety will be improved by addition of the fence, and the local environment will also be improved: we plan a more secure dam to hold the water and many other improvements.

If I could buy the quarry on the other side of the road, I would also be interested in that parcel, but plan not to muddy the water and would make an offer on that parcel at a later date. I imagine we'll be talking to the town of Granite Quarry about rezoning, in the future. I hope to build a relationship that benefits us both.

Thank you for your time,
harry@harrymarshlaw.com
Town of Granite Quarry

www.harrymarshlaw.com

tel. 704.956.7498

Harry Marsh
fax. 866.535.8589

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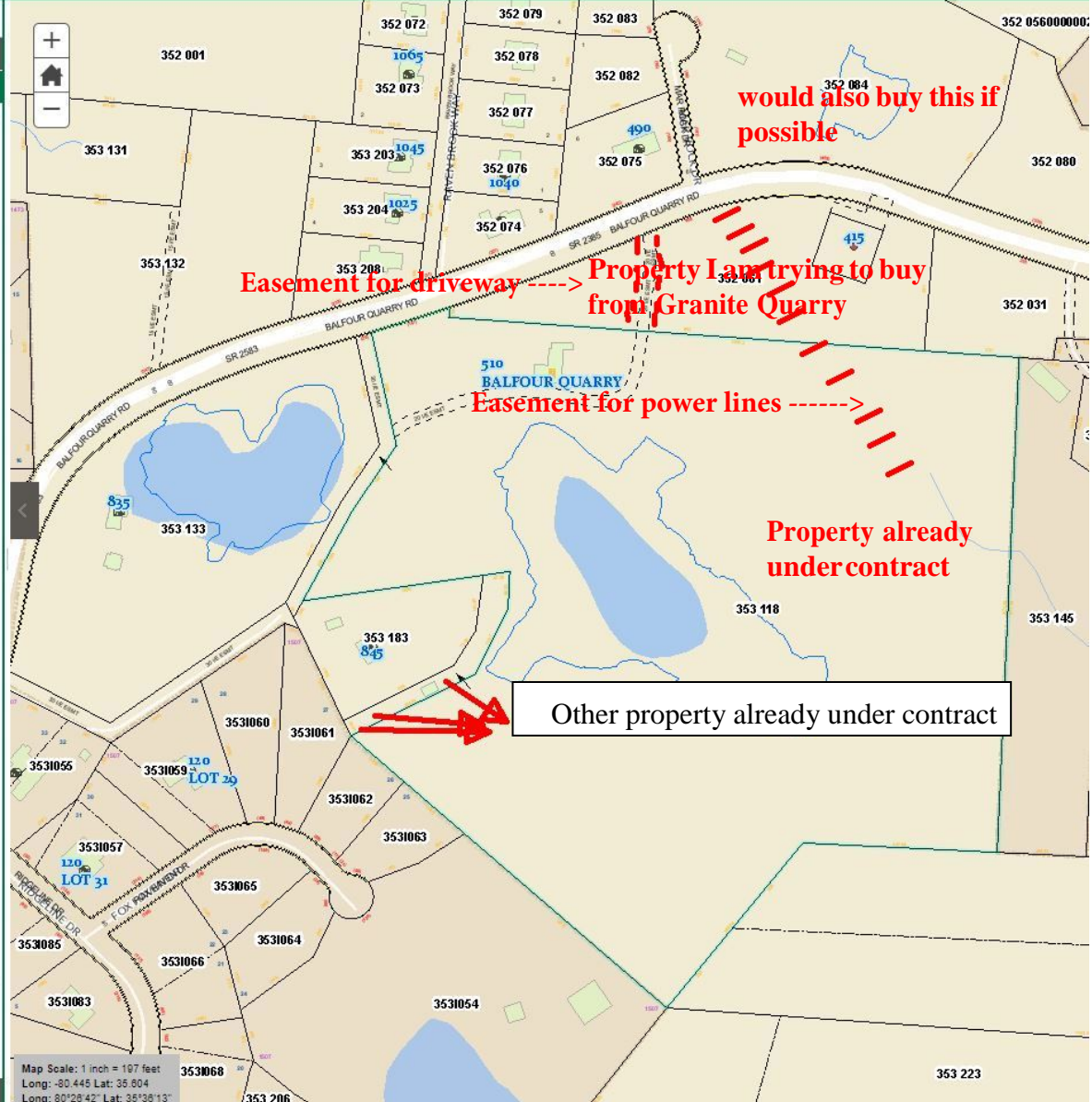
Search Results Layers
Results List
Details

Property Record Card
Parcel Report
PARCEL_ID: 353 118
PIN: 5077-09-16-2801
OWNER: BALFOUR QUARRY INC
% GRANITE REALTY CORP
KENNETH R MILLER REG AGENT
131 ROWAN ST
GRANITE QUARRY, NC 28146-8652
PROP ADDRESS: 510 BALFOUR QUARRY RD
DEEDED ACRES: 24.78
TAX DISTRICT: ROCKWELL RURAL
TOWNSHIP: GOLD HILL - 4
LAND FMV: \$326,280
LAND LUV: 50
IMP_FMV: 90
Total Tax Value: \$326,280
DEED REF: 097 / 471
DEED YEAR: 1992
PLAT PAGE:
DATE SOLD: 8/1/1992
SALE AMOUNT: \$370,000
LEGAL DESC: TR14 24.78AC
TAX YEAR:
PARENT_PIN
ADDRESSES: 510 BALFOUR QUARRY RD
FIRM PANEL: 3710567700
ELEMENTARY SCHOOL: GRANITE QUARRY
MIDDLE SCHOOL: ERWIN
HIGH SCHOOL: EAST ROWAN
Click here for Rowan/Salisbury Public Schools Query

Permits

Permit Number	Permit Type	Date Issued
No permits found		

Zoom To Clear
Property Record Card
Adjoiners NBH Parcels
Directions Streetview
Buffer



1 of 2

Kenneth R. Miller
314 Harris Granite Rd
Salisbury, N. C. 28146
704 637 7075

January 13, 2021

To Ted Benbow

Re: Reclamation of Balfour Quarry, Permit #80-05

I feel that I am at a crossroad in the sale of Balfour Quarry
The items mentioned below is out of my control.

I received a call from Mr.

David Miller, who is with the state mining division in Raleigh, N.C.

Mr. Miller was very nice and friendly, but to the point. Listed below is a list of items that Mr. Miller pointed out.

Mr. Miller is planning to retire in approximately two years. He brought to my attention that the permit Expired in 2003. He wants to resolve this permit before he retires, having the bond called in by the state was mentioned. If the state calls for the bond on this permit, it could block the sale, lease, trade for approximately 2 years.

When the bond is called by the state, the mining division will receive the bond, and the reclamation plan will be put out for bids. Once the bids are collected, they will be awarded to the lowest bidder and a time of starting and a timely date of finishing the reclamation will be established.

He wanted to know when I would start the reclamation, a timely date must be listed when the reclamation would be completed. I am sending a list of reclamation items for Balfour Quarry item #2 must be taken care of Item #5 must be addressed, item #6 must be fixed, item #7 will need to be completed, item #9 must be taken care of now, item #11 needs to be finished, item #14 was a large item. Mr. Miller mentioned. In item #14, the state requires two growing seasons before the permit can be released. Item #15 will have to be taken of, #16 should be started, #17 has to be completed., #20 must be started immediately, #21 is very important, #22 must be respected, #23 will have to be finished, #24 needs to be completed this winter, #25 must be completed to install fence around perimeter of mine

Before the Balfour Quarry permit #80-05 can be sold, traded or leased a mining permit transfer check list must be approved by the mining division. A new bond #14 will be accepted and approved and in place with the name of the new agent. This must be approved by the mining division. On the mining permit transfer list on page 8 is how the transfer and bond will be handled.

In order to keep the state from calling the bond, someone needs to start the reclamation now Unless I Kenneth Miller receives a notarized statement from you, Ted so I can start the reclamation, with a statement mentioning that the cost of any work that I do will be added to the purchase price.

Work was started today Jan 12, 2021, cleaning brick. The reason, I started cleaning brick was in case an inspector comes to Balfour Quarry and to let them know some reclamation had started

2 of 2

On item #9 in the reclamation list is a problem. When the brick were placed on Balfour Quarry, the sale price was approximately \$1.00 per brick, with a low price of .75 per brick. Bricks would be cleaned , placed, 5,000 per pallet, wrapped to be shipped. According to todays price of reclaimed brick at Balfour Quarry I will fall short approximately \$50,000.00. This would include removing 95% of the brick and debris from piles of brick. If 100%of all brick and dirt from brick are removed, some of the parking lot gravel might be removed

The most important item that Mr. David Miller talked about is listed below. Any person, Ken Miller or any other person wanting to buy, lease, trade or any other reason,concerning Balfour Quarry permit 80-05 must not contract the state office in Raleigh, but to call the regional office in Mooresville, NC , telephone 704 235 2199 Mr. Zahid Khane.

I know this is a long letter , but I wanted everybody involved to understand what needs to be done immediately Please let me know as soon as possible what I should do.I have included a few pages that may help I still want to sell the Balfour Quarry as is and do not have any interest in the brick

Ken Miller



Approved Reclamation Plan

COPY
Page 9-10-11
1 of 10

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
DIVISION OF LAND RESOURCES
LAND QUALITY SECTION**

PERMIT

for the operation of a mining activity

In accordance with the provisions of G.S. 74-46 through 68, "The Mining Act of 1971," Mining Permit Rule 15A NCAC 5 B, and other applicable laws, rules and regulations

Permission is hereby granted to:

Balfour Quarry, Inc.

Balfour Quarry

Rowan County - Permit No. 80-05

for the operation of a

Dimension Stone Quarry

which shall provide that the usefulness, productivity and scenic values of all lands and waters affected by this mining operation will receive the greatest practical degree of protection and restoration.

MINING PERMIT EXPIRATION DATE: June 2, 2003

MINING PERMIT TRANSFER CHECKLIST

4 of 10

Set forth in G.S. 74-51 of the Mining Act of 1971, a valid mining permit may be transferred from one party to another, provided that the following actions have been completed:

One (1) original and one (1) copy of the following are required:

- 1) The proposed new permittee must request in writing that the existing permit be transferred and clearly state the new operator's name (company or individual). The proposed new permittee must also indicate that he accepts any and all responsibilities and liabilities with respect to the Mining Act of 1971.
- 2) The proposed new permittee must complete the first 3 pages of the mining permit application form. Please be reminded that only the entire (existing) permitted area can be transferred. The Act does not allow transfer of part of the permitted area.
- 3) Both the landowner of the land covered by the permit and the new proposed permittee must sign the Land Entry Agreement contained in the mining permit application form.
- 4) An updated mine map must be submitted for the site clearly indicating the items listed under Section B - Maps of the mining permit application form.
- 5) A letter from the existing permittee must be submitted requesting that the mining permit be transferred to the proposed new permittee. The existing mine name and permit number must be identified in the letter.

The original of the following documents are required:

- 6) A non-refundable \$100.00 processing fee must be submitted before the transfer request can be processed. The check must be made out to the Department of Environmental Quality.
- 7) An acceptable security (performance/reclamation bond) must be submitted by the new permittee to replace the existing bond. Therefore, page 14 of the application form (the bond calculation worksheet) must be completed in order to validate the appropriate bond amount. The new security/bond must be in the same name as the proposed new permittee. In the event the new permittee already has a bond (blanket bond) in full force and effect sufficient to cover the new site, this step will not be necessary.

8
24,500
After all of the above information has been received and deemed complete, the transfer of the permit will be finalized. The old permittee will be notified by letter of the effective date of the permit transfer, and, if applicable, the existing bond will be returned. The new permittee will be sent similar notification along with a copy of the transferred mining permit. Please note that until the permit has been transferred to the new permittee, the existing permittee will be held responsible for maintaining compliance with the mining permit conditions.

For more information, contact the DEMLR Regional Office servicing your area, the Central Office at (919) 707-9220 or at <https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-land-permits/mining-program>

5 of 10

August 28, 2020

Mr. David Miller, State Mining Engineering

via e-mail: David.Miller@NCDENR.gov

Re: Reclamation of Balfour Quarry Permit No. 80-05

Dear Mr. Miller:

I enjoyed our telephone conversation this past Monday. The following is a list of things which I believe I must do to reclaim the quarry and comply with mining permit items on pages 9, 10, and 11:

- 1) I will be taking four (4) soil samples from the red clay area which will not grow grass. These will be taken to the agriculture center to be analyzed by the State.
- 2) Remove large and small tires from the site. I will keep a record of their final destination, however, the tires may be shredded for landscaping or playground use.
- 3) Remove trash from land and the edge of water – paper, cans and bottles, etc.
- 4) Remove such abandoned cable and metal as is feasible.
- 5) Put an eight-foot (8 ft.) fence on the back section of the site where there are no gates.
- 6) Mend the fence on West side which has been damaged.
- 7) Move unstable rubbish into two (2) piles.
- 8) I will sell any usable large rock, placing the remaining large rock around the high wall of the quarry, where feasible. Any rock not used will be placed neatly on site. Where it is not feasible to put rock around the high wall, I will install an eight-foot (8 ft.) chain link fence which will be fastened to existing trees to try to avoid disturbing more than one (1) acres of the property.
- 9) Old brick will be sold, mashed or ground up, then placed on roadways and parking lots.
- 10) Remove old twenty-foot (20-foot) metal container.

- 11) Board up rock building so that all openings are securely closed to prohibit entrance.
- 12) As to the old wooden derrick on Southwest side of the quarry, I would like to keep it at the site for possible future restoration as a historical item of the late 1800's.
- 13) Remove any abandoned hoses used on site.
- 14) All disturbed areas plus red clay area will be seeded, and straw sown to prevent erosion.
- 15) Erect an eight-foot (8 ft.) high gate behind pipe gate at main entrance.
- 16) Around the gate area where no fence currently exists, erect an eight-foot (8 ft.) chain link fence.
- 17) In any area where an eight-foot (8 ft.) entrance is not used, erect a six-foot (6 ft.) chain link fence with two (2) strands of barbed wire on top (8-foot high in total).
- 18) Darryl Wagoner with Salisbury Engineering will inspect the property for erosion control.
- 19) No trespassing signs will be installed around the high wall.

Thank you for reviewing this matter. You can reach me at 704-637-7075.

Respectfully,

Ken Miller by
Ken Miller *John L. Holshouser, Jr.*
(signature by John L. Holshouser, Jr., Attorney
Tel. 704-798-8488 – e-mail: jhols19@att.net)

JLH, Jr./jfa

List of Reclamation Items for Balfour Mine

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- 1) I will be taking four (4) soil samples from the red clay area which will not grow grass. These will be taken to the agriculture center to be analyzed by the State.
- 2) Remove large and small tires from the site. I will keep a record of their final destination, however, the tires may be shredded for landscaping or playground use.
- 3) Remove trash from land and the edge of water – paper, cans and bottles.
- 4) Remove such abandoned cable and metal as is feasible.
- 5) Put an eight-foot (8 ft.) fence on the back section of the site where there are no gates.
- 6) Mend the fence on West side which has been damaged.
- 7) Move unstable rubbish into two (2) piles.
- 8) I will sell any useable large rock, placing the remaining large rock around the high wall of the quarry, where feasible. Any rock not used will be placed neatly on site. Where it is not feasible to put rock around the high wall, I will install an eight-foot (8 ft.) chain link fence which will be fastened to existing trees to try to avoid disturbing more than one (1) acres of the property.
- 9) Old brick will be sold, mashed or ground up, then placed on roadways and parking lots.
- 10) Remove old twenty-foot (20-foot) metal container.
- 11) Board up rock building so that all openings are securely closed to prohibit entrance.
- 12) As to the old wooden derrick on Southwest side of the quarry, I would like to keep it at the site for possible future restoration as a historical item of the late 1800's.
- 13) Remove any abandoned hoses used on site.
- 14) All disturbed areas plus red clay area will be seeded, and straw sown to prevent erosion.
- 15) Erect an eight-foot (8 ft.) high gate behind pipe area at main entrance.
- 16) Around the gate area where no fence currently exists, erect an eight-foot (8 ft.) chain link fence.
- 17) In any area where an eight-foot (8 ft.) entrance is not used, erect a six-foot (6 ft.) chain link fence with two (2) strands of barbed wire on top (8-foot high in total).
- 18) Darryl Wagoner with Salisbury Engineering will inspect the property for erosion control.
- 19) No trespassing signs will be installed around the high wall.
- 20) Install a cap to the well house and board up the entry way.
- 21) Using as much as possible the existing perimeter chain-link fence post connect the missing or damage portions of fence so that the perimeter is fenced off.
- 22) Do not disturb wetland areas throughout the site.
- 23) Large bare slopes are cut down to partially weathered rock (PWR) this area will need the additional soil brought in or smooth out the rills and cover with thick (8"-12") of mulch.
- 24) Clear trees and limbs along the fence line.
- 25) Where possible reestablish the existing roads and add additional access roads to interconnect roadways along the perimeter of the mine.

8 of 10

5. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person, firm or corporation other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

(d) Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile execution of this Agreement shall be valid and binding for all purposes.

(e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given on the date received, as shown on the return receipt and shall be sent either by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or similar overnight service, in either case, addressed to the intended recipient as set forth below:

If to the Seller:

Fiduciaria del Giglio srl
470 Balfour Quarry Road
Salisbury, NC 28146-9355

Fax: 540.661.0032

If to the Buyer:

Stone Vogue International, Inc.
975.boul.Champlain
C. P. 35, Station B
Quebec
Canada G1K 7A1
Attention: Marc Lalancette

Fax: 418.522.4852

Copies to:

W. Kelly Elder, Jr.
Attorney at Law
418 S. Spring Street
P. O. Drawer 5140
Burlington, NC 27215

Fax: 336.222.1003

February 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Planning Board 6pm					
21	8	9	10	11	12	13
	Business After Hours 5pm BoA Regular Mtg. 7pm		Centralina Board of Delegates Zoom Mtng 5pm	CAC 6pm	BoA Planning Retreat	
14	15	16	17	18	19	20
	P.E.R.C. 5pm ZBA 5:30pm	Revitalization 3:30pm		Power in Partnership Breakfast 7:30am		
21	22	23	24	25	26	27
			MPO TAC 5:30pm			
28	March 1					
	Planning Board 6pm					