



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN MEETING
May 6, 2019 • 7:00 P.M.**

Call to Order – Mayor Feather

Moment of Silence

Pledge of Allegiance

- 1. Approval of the Agenda**
- 2. Approval of the Consent Agenda**
 - a. Approval of the Minutes**
 - Regular Board Minutes April 1, 2019
 - b. Departmental Reports** (*Reports in Board packet*)
 - c. Financial Reports**
- 3. Citizen Comments** (*All comments are limited to 6 minutes. No sharing of minutes with other citizens*)
- 4. Guests and Presentations**
 - a. Civitan Group – Sign outside of Town Hall
 - b. Granite Quarry Athletic Club
 - I. Discussion
- 5. Town Manager’s Update – 10 minutes**
 - a. Project updates
- 6. Old Business**
 - a. Committee Updates – 10 minutes**
 - Parks and Recreation – Aldermen LaFevers and Cress
 - Revitalization – Aldermen Costantino and Linker

- b. **FY18/19 Paving & Repair Project**
- 7. **New Business and Action Items – 25 minutes**
 - a. **RESOLUTION 2019-09**
A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH DEX IMAGING, INC FOR THE LEASE OF A COPIER FOR USE IN TOWN HALL IN AN AMOUNT NOT TO EXCEED \$14,384.79 OVER 63 MONTHS
 - b. **Storage of Manure adjacent to Granite Commons**
 - c. **Realtor Agreement – 316 S. Main Street**
 - d. **Budget Amendment Request #15**
Motion to approve Budget Amendment #15 as presented.
 - e. **Budget Amendment Request #16**
Motion to approve Budget Amendment #16 as presented.
 - f. **Budget Amendment Request #17**
Motion to approve Budget Amendment #17, and to order the Veterans Monument as presented at a cost of \$6,564.
 - g. **Request to Dispose of Property – Chief Cook**
 - h. **Set Date for Budget Workshop**
Tuesday, May 14th @ 2:00 P.M. – 5:00 P.M.
Wednesday, May 15th @ 2:00 P.M. – 5:00 P.M.
 - i. **Board Appointment**

Lindsey Eller – PERC Committee
Motion to appoint Lindsey Eller to the PERC Committee
 - j. **Proclamation – National Police Week – May 12 - 18**
 - k. **Proclamation – National Day of Prayer**
 - l. **Proclamation – Mental Health Month**

8. Board Comments

9. Mayor's Notes – Announcements and Date Reminders

- a. **CCOG Executive Board Meeting** – Wednesday, May 8th @ 6:15 P.M.
- b. **Litter Sweep North Carolina** – Friday, May 10th 1:00 P.M. – 3:00 P.M.
- c. **Planning Board Meeting** – Monday, May 13th @ 5:30 P.M.
- d. **Power in Partnership Breakfast** – Thursday, May 16th @ 7:30 A.M. @ Trinity Oaks. **R.S.V.P. to Clerk by May 8th.**
- e. **Revitalization Team Meeting** – Tuesday, May 18th @ 3:30 P.M.
- f. **Parks and Recreation Committee Meeting** – Monday, May 20th @ 5:00 P.M.
- g. **Cabarrus-Rowan County MPO Meeting** – Wednesday, May 22nd @ 5:30 P.M.
- h. **Town Hall Offices Closed** – Monday, May 27th Memorial Day
- i. **Board of Aldermen Regular Meeting** – Monday, June 3rd @ 7:00 P.M.

10. Adjournment



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN MEETING MINUTES
Monday, April 1, 2019**

Present: Mayor Bill Feather, Alderman John Linker, Alderman Jim Costantino, and Alderman Kim Cress

Attended Remotely via Conference Call: Mayor Pro Tem Jim LaFevers

Staff: Mr. Larry Smith – Interim Town Manager, Ms. Tanya Word – Town Clerk/HR Officer, Ms. Aubrey Smith – Deputy Clerk/Finance/HR Analyst, Chief Jason Hord – Fire Chief/Maintenance Supervisor, Ms. Shelly Shockley – Finance Officer/Planning Coordinator/Events Administrator, Mr. Steve Blount – Town Planner, Chief Mark Cook – Police Chief, Mr. Chip Short – Town Attorney

Guests: There were three guests present.

- 1. Call to Order:** Mayor Feather called the meeting to order at 7:00 p.m.
- 2. Moment of Silence:** Mayor Feather opened the meeting with a moment of silence.
- 3. Pledge of Allegiance:** Mayor Feather led the Pledge of Allegiance.
- 4. Approval of the Agenda:**

ACTION: Alderman Costantino made a motion to approve the agenda with the March 4, 2019 Board Minutes, February 22, 2019 Retreat Minutes and Financial Reports pulled and an addition of the Village at Granite Bond Discussion added to the Manager's Report. Alderman Cress seconded the motion. The motion passed with all in favor.

5. Approval of the Consent Agenda:

- a. Approval of the Minutes**
 - ~~Regular Board Minutes March 4, 2019~~ pulled for changes, added back as an action in 8c.
 - ~~Board of Aldermen Retreat Minutes February 22, 2019~~ pulled for changes, added back as an action in 8c.

b. Department Reports

- c. ~~Financial Reports~~** *pulled for discussion, added back with Board's approval in 8c. (see 9d for discussion)*

ACTION: Mayor Pro Tem LaFevers made a motion to accept the consent agenda less the items pulled. Alderman Costantino seconded the motion. The motion passed with all in favor.

6. Citizen Comments: There were no citizen comments.

7. Guest Presentations: There were no guest presentations.

8. Town Manager's Update

a. Project updates

Mr. Smith asked Chief Hord to speak to the Board regarding an event that took place the morning of Monday, April 1, 2019.

Chief Hord stated that he worked with the new principal at Granite Quarry Elementary for Rowan-Salisbury Schools' Community Involvement Day. Teams made up of high school, middle school and elementary school students worked in the nature trails, at the Civic Park and at Town Hall.

Mr. Smith spoke about the Town Goal spreadsheet in the packet and progress on the goals. Project work plans for major items will continue to be forwarded to the Board.

b. Special Events

- Easter Egg Hunt – Saturday, April 20th 3:00 p.m. – 5:00 p.m. at Civic Park
- Day in the Garden – Saturday, May 4th 8:00 a.m. – 1:00 p.m. at Lake Park

Alderman Costantino asked if there would be rain dates for these events. Ms. Shockley responded that there would not be rain dates because the day after the Egg Hunt is Easter and the Day in the Garden will have live performers.

Mr. Smith stated that the Manager's Report was in the agenda packet and he would answer any questions the Board had. He stated this month he would be working with the Clerk on agenda packets to get items added, proofed and have them to the Board more quickly.

Mr. Smith informed the Board that \$42,087 remains in Powell Bill funds for this year.

c. *Approval of Revised Minutes*

Mayor Feather stated that because the Board was given corrected copies of the March 4, 2019 Board Minutes and February 22, 2019 Retreat Minutes, they could be reviewed and adopted or tabled until the next meeting. The Board reviewed the corrections.

***ACTION:** Alderman Linker made a motion to approve the revised March 4, 2019 Board Minutes and February 22, 2019 Retreat Minutes. Alderman Costantino seconded the motion. The motion passed with all in favor.*

Mayor Feather stated that he would also like to discuss a few of the items on the Financial Report if the Board would allow. Discussion was added as item 9d.

d. Village at Granite Bond Approval

Mr. Blount passed out a handout regarding the improvements bond for the Village at Granite project. The project developer is LGI. This is a follow-up to the discussion at the March 4, 2019 Board Meeting.

Mr. Blount stated that for a traditional project after the engineering drawings are approved, the developers would build the infrastructure including roads, water-sewer, storm sewer, street lights, street signs, etc. Once that is done, approved and accepted, they record a final plat. They cannot sell lots without the final plat approval. LGI is asking to post a bond in excess of 5 million dollars as an insurance policy in lieu of the final plat approval. This is an accepted process according to the Town's UDO 11.7.5.3. The amount is 1.25% in excess of the actual cost determined by their engineers and confirmed by the Town's engineers. Once the bond is accepted, they do have the right to request a reduction in the bond amount based on work completed. No reductions would be allowed without Board approval.

There was discussion regarding the improvement bond requirements and what the requirements for bond reduction would be.

ACTION: Alderman Linker made a motion to accept the proposed bond in lieu of completion of the site improvements per Section 11.7.5.3 of the Town's Uniform Development Ordinance for the Village at Granite. Alderman Costantino seconded the motion.

Discussion:

Alderman Costantino asked if there was a timeline for when they expected to start selling property. Mr. Blount responded that they were waiting on the final plat approval.

Mayor Feather noted text amendments that needed to be made to the wording in the UDO including removing the word "Commissioners" from item A. "and approved by the County" in item D.

Mayor Feather asked who would make the determination of the cost remaining on the project if a reduction was requested. Mr. Blount answered that the request would be sent to the Town Engineer for review if it was under the Town's purview.

There was discussion regarding how the amount of the bond was calculated. Mr. Blount stated that it was an amount determined by an agreement of the developer's engineer and the Town's Engineer.

Mayor Feather asked if there was an AIA and Mr. Blount responded that there was a detailed spreadsheet with the cost broken down that was reviewed by the engineer, but he wasn't aware whether the spreadsheet was an AIA. Mayor Feather stated that the Board was being asked to approve the bond without seeing the information. Mr. Blount clarified that the Board was being asked to approve the bond in an amount that was determined to be accurate by the Town's Engineer.

The motion passed 3-1 with Mayor Pro Tem LaFevvers opposed.

9. Old Business

a. Discussion of Funding for Sewer Line Project

There was discussion regarding the funding for the sewer line project. Alderman Linker asked what the Town's cost would be. Mr. Smith responded that it would be \$34,725 assuming the county's co-operation, which has been received verbally.

Mayor Feather asked about additional costs. Mr. Smith stated that there would be professional costs for the engineer and costs for securing the easements.

Mayor Feather added that currently the only action being requested was the approval of the grant, but before the project can be started there would have to be a letter from the USDA for the capacity and approval by Faith's Board to tap into the line.

There was discussion regarding whether there was any other alternative.

ACTION: Alderman Costantino made a motion to approve. Alderman Cress seconded the motion. The motion passed with all in favor.

b. Committee Updates

i. Revitalization Committee

Alderman Costantino stated that the Revitalization Committee was in a holding process until they receive funding.

ii. Parks and Recreation

Mayor Pro Tem LaFevvers stated that the PERCs Committee planned a walk-through of the Civic Park at the next meeting to get a consensus of what needs to be considered for future works planning.

c. Town Manager Process

Mayor Pro Tem LaFevers stated that he thought it would be helpful to have this process completed before the future Board is seated but didn't feel it was possible with the time remaining.

Mayor Feather stated timing ought to be considered. He proposed the process be put off until after the new Board was in place.

Alderman Linker stated that he wasn't in favor of that and wasn't sure what the election cycle had to do with it. He stated that he would propose delaying that decision until July 1.

Mayor Feather responded that usually the Board chooses someone they feel comfortable with and choosing someone for a new Board could be contentious.

Mayor Feather suggested another thing for the Board to consider was the Interim Manager and his availability.

Mayor Pro Tem LaFevers suggested that Board start the process and take it one step at a time.

ACTION: Alderman Linker made the motion to wait until the fiscal year starts July 1, 2019. Alderman Cress seconded the motion. The motion passed 3-1 with Mayor Pro Tem LaFevers opposed.

Mayor Feather asked the Clerk to confirm the quotes close to July.

d. Financial Report

Mayor Feather asked Ms. Shockley to clarify some items and answer questions regarding the Financial Report.

The Town has received 96% of what was estimated to be received for taxes.

After the budget was adopted at the end of last fiscal year, the auditor recommended separating solid waste and recycling, but if you combine them, the Town is at 61% of expected revenues.

The 401k expense issue has been worked through and Ms. Shockley has updated numbers that show between 65% and 78% throughout the departments. Each department should be at near 75% at the end of March.

10. New Business & Action Items

a. Boardroom Media

At its February Planning Retreat, the Board discussed and prioritized upgrading the board room's media equipment. This goal was assigned a "high priority" rating to accomplish. This would include two 70" tv monitors, associated equipment to install them as wireless and upgrading the laptop computer assigned to the board room if needed. Costs are expected to be between \$2,000-\$2,500.

ACTION: Alderman Costantino made a motion to approve moving forward with the board room's media upgrade in an amount not to exceed \$2,500 and to transfer funds from Board Contingency Fund (01-4110-97) to Administration Maint & Repair Equipment (01-4120-35) in the amount of \$2,500 for the upgrade of Board Room media. Alderman Linker seconded the motion. The motion passed with all in favor.

b. Purchase 14 ft. dump trailer for Maintenance

At its February Planning Retreat, the Board discussed and prioritized purchase of a dump trailer. This goal was assigned a "high priority" rating to accomplish. Staff received an initial estimate for retreat preparation and will obtain additional quotes to ensure due diligence. Cost is expected to be around \$8,500.

ACTION: Alderman Costantino made a motion to approve moving forward with the prioritized purchase of a dump trailer in an amount not to exceed \$9,000. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

Budget Amendment Request #11

ACTION: Alderman Costantino made a motion to transfer funds from Maintenance Contingency Fund (01-4190-97) to Maintenance C.O. Equipment (01-4190-55) in the amount of \$4,000 for the purchase of a dump trailer. Alderman Cress seconded the motion. The motion passed with all in favor.

c. Town Hall Info Sign

After receiving estimates from three different vendors, Staff recommended two proposals from Golden Rule Signs to the Board of Aldermen for discussion and/or approval. The proposed two-sided sign would be professionally installed within the existing Granite frame donated to the Town of Granite Quarry by the Granite Quarry Civitans. Capabilities of the sign include Text, Picture, Graphic, Video Animations, and Time & Temperature made up of 2 billion colors. The unit would utilize the current 110-volt supply and would be composed of a Polycarb-Makrolon material.

Mayor Feather stated that the town should work with the Civitans to keep their logo visible.

The video proposal from Golden Rule Signs was shown to the Board.

ACTION: Mayor Pro Tem LaFevers made a motion to approve moving forward with the Town Hall informational sign upgrade in an amount not to exceed \$26,000. Alderman Costantino seconded the motion. The motion passed with all in favor.

Alderman Costantino asked who would control the sign. Ms. Shockley responded that the front office staff would receive training from the company.

Alderman Cress asked if the sign would be weather tolerable – specifically freezing weather, could it be repaired if it was broken and who would be making the repairs. Ms. Shockley stated that she would follow-up with the vendor to get these questions answered.

Budget Amendment Request #12

ACTION: Alderman Costantino made a motion to transfer funds from Board Contingency Fund (01-4110-97) to Maintenance & Repairs Buildings & Grounds (01-4190-24) in the amount of \$26,000 to upgrade the current information sign with an electronic sign. Alderman Linker seconded the motion. The motion passed with all in favor.

d. Request to Dispose of Property – Police Department

The Police Department requested to dispose of one department pistol, a Glock’ model 22 .40 cal. with serial number GMV366. This is Sgt. Wayne Trivett’s duty weapon.

ACTION: Alderman Cress made a motion to declare a service weapon (Glock model 22 .40 cal. with serial number GMV366) as surplus property and award it to Sergeant Wayne Trivett for the price of \$1.00 upon his retirement. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

e. Discussion on Road Patching

An estimate from Carolina Siteworks was presented to the Board for several areas of roads in town that have been identified by Staff as in need of repair. Currently Maintenance uses cold patch asphalt to fill in some potholes, however, this is only a temporary fix.

The total for all projects is \$114,635. There is currently \$42,087 in Powell Bill funds available. This would leave a balance of \$71,481 to finish the project.

Option 1 – Assign \$71,481 from fund balance.

Option 2 – Use the remaining annual allotment of Powell Bill funds and do the additional repairs in the next budget year 2019-2020.

Option 3 – Borrow \$71,481 to be paid back in future years from Powell Bill Funds.

Option 4 – Wait until the next budget year to complete all the work.

ACTION: Mayor Pro Tem LaFevers made a motion to spend all \$114,635 now to repair all roads. Alderman Costantino seconded the motion.

There was discussion regarding Powell Bill funding, priority of road and sidewalk repairs and who would be making the decision on which roads were fixed with the funds.

The vote was 2-3 with Alderman Costantino and Mayor Pro Tem LaFavers for and Alderman Cress, Alderman Linker and Mayor Feather opposed. The motion failed.

ACTION: Alderman Costantino made a motion that the available \$42,087 from Powell Bill Funds be used now to repair as much as possible. Alderman Linker seconded the motion. The motion passed 4-1 with Mayor Pro Tem LaFavers opposed.

f. Centennial Park Repair – FEMA

During Hurricane Florence the Granite Centennial Park received damage that included washout and downed trees. The damages were turned over to FEMA for assistance. The GQ Maintenance Department worked with FEMA to calculate the damages and get an estimate for repairs. The process for FEMA on this project is complete and should be funded at 75%. This would allow for Mid Carolina Construction to add gravel and rework the nature trails to before storm damage condition. This would also add new rip- rap to the Bank Street culvert area.

Budget Amendment Request #13

ACTION: Alderman Linker made a motion to transfer funds from Fund Balance Appropriated (01-3991-99) to Community Development Maintenance & Repair Buildings & Grounds (01-4930-24) in the amount of \$31,840 for damages caused by Hurricane Florence to be reimbursed by FEMA. Alderman Costantino seconded the motion. The motion passed with all in favor.

Alderman Cress asked what was being done to prevent this from happening again. Chief Hord responded that mitigation had reviewed the plan and had no further recommendations.

Budget Amendment Request #14

ACTION: Alderman Costantino made a motion to transfer funds from Fund Balance Appropriated (01-3991-99) in the amount of \$29,675 to Community Development Maintenance & Repair Buildings & Grounds (01-4930-24) and Parks Maintenance & Repair Buildings & Grounds (01-6130-24) for the repairs to the Nature Trails at the Centennial Park to be reimbursed by FEMA at 75%. The remaining 25% is the responsibility of the Town. Alderman Cress seconded the motion. The motion passed with all in favor.

g. Proclamation – 50th Anniversary of Municipal Clerks Week

Mayor Feather read the proclamation.

11. Board Comments

- a. Alderman Costantino thanked the Town Staff for the card to his wife.
- b. Alderman Linker mentioned that he would like to see the priority items identified at the Board Retreat, including sidewalks, addressed.
- c. Alderman Cress stated that 1) he would like to reiterate what Alderman Linker said regarding the priority items and 2) the 90 days is up on the Byrd property, what is being done?

Mayor Feather stated that Mr. Byrd would like to visit the property one last time. Mr. Smith has tried to contact him to schedule this. Chief Hord stated that a 40-yard dumpster has been ordered and cleanup will begin Monday.

12. Mayor's Notes – Announcements and Date Reminders

- a. Update on Granite Quarry Projects from MPO meeting on March 27th
Mayor Feather stated that several projects were discussed at the MPO meeting including:
 - Resolution 2019-07 for Dunns Mountain Church Road and US Hwy 52 intersection was voted on and there was unanimous support.
 - Resolution 2019-10 for Peeler Road and St. Paul improvements was accepted into the TIP and will be evaluated.
 - Bridge replacement over Crane Creek, State Route 2300, has a let date of 4/10/19.
 - 25 miles of resurfacing of US Hwy 52 will begin June 3, 2019. It is unknown whether this will involve the downtown area.
 - Heilig Road and Faith Road have surveyor markers out for a turn lane.

Mayor Pro Tem LaFevers was excused from the meeting.

- b. Planning Board Meeting – Monday, April 8th 5:30 p.m.
- c. CCOG Executive Board Meeting – ~~Wednesday, April 10th 6:00 p.m.~~ *Mayor Feather stated that this time has shifted and asked the Clerk to look into the new time.*
- d. Parks and Recreation Committee Meeting – Monday, April 15th 5:00 p.m.
- e. Revitalization Team Meeting – Tuesday, April 16th 3:30 p.m.
- f. Cabarrus-Rowan County MPO Meeting – Wednesday, April 24th 5:30 p.m.
- g. Litter Sweep North Carolina – Friday, April 26th 1:00 P.M. -3:00 p.m.
- h. Board of Aldermen Regular Meeting – Monday, May 6th 7:00 p.m.

13. Mayor's Action- No action taken.

14. Adjournment

ACTION: Alderman Costantino made a motion to adjourn the meeting. Alderman Cress seconded the motion. The motion passed with all in favor.

The meeting was adjourned at 8:49 p.m.

Respectfully Submitted,

Aubrey Smith

Deputy Clerk,
Finance,
Human Resources Analyst

DRAFT



Town of Granite Quarry Fire Department

Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596



Board Report April/2019 Chief Hord

Emergency Calls for Service April 2019

35 calls in district

- 16 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 1- Brush Fire
- 9- Public Assist/Assist invalid
- 3- Service Call (non-emergency assistance)
- 2- Structure Fires
- 2-MVA's (Motor Vehicle Accident)
- 1-Fire Alarm
- 1-Haz-Mat

14 calls to Salisbury

- 2- Alarm/Structure calls canceled en-route
- 10- Staged en-route or on scene then released
- 1-Move up
- 1-EMS

3 calls to Rockwell Rural

- 1- Canceled en-route
- 2-MVA (Motor Vehicle Accident)

4 calls to Union

- 2- Alarm/Structure calls canceled en-route
- 1- EMS
- 1- Brush Fire

7 Calls to Rockwell City

- 6-Cancelled En Route
- 1-Staged then released

2-Call to South Salisbury– Canceled en route

2-Call to Bostain Heights – Staged water point until released

TOTAL – 67

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.
- Our monthly training included E.M.T. continuing education. Joint Training and live burn with Faith F.D. and Rockwell Rural F.D. along with quarterly meeting/training with Salisbury City.
- Multiple days of driver training, water point training and district familiarization with new members.
- Car Seat Check Station on Thursday from 1 p.m. to 4 p.m. – 2 seats installed/checked.
- 2 Station/Apparatus Tours (Nonscheduled, Walkup, & Scheduled)
- Site Reviews and Business info updates with part-time and fulltime personnel
- Thursday's communities in school lunch with GQ elementary school students
- Assisted with Walk-a-thon and Easter egg hunt events

EQUIPMENT

U-579 oil change and inspection



April 2019 Maintenance Report

- Park grounds and bathrooms cleaned weekdays
- Vacuum and Sweeping curbs– Ongoing
- Town limbs picked up 1st and 3rd week
- Various pot holes filled
- PM checks HVAC – Town Hall and Legion
- PM check on Baldor Generator
- Reported street light outages to Duke Energy
- Legion cleaned/mopped weekly
- Painted metal bleachers at Civic Park
- Centennial Park contracted gravel work complete
- Centennial Park Gazebo- reroofed and stained
- FEMA conference calls/meetings for damage- ongoing
- Tennis court cracks – epoxy (still rough)
- Sprayed weeds at parks
- Started boom cutting with skid steer
- Spraying right-of-ways
- Planted bushes at Legion building
- New sand and net at volleyball court
- Picked up new dump trailer from Faith Farm
- Installed monitors in board room
- Various other tasks completed

2007 Ford Truck Mileage – 54,870	+315 miles
1990 Chevy Truck Mileage - 106,699	Odometer froze
1995 Ford Dump Truck Mileage – 35,409	+197 miles
2009 Ford Truck Mileage – 52,946	+1221 miles



**Planning Department Report
For May 6, 2019 Board of Aldermen Meeting**

1. SECU
 - a. Contractor was in town this month at site with grading contractor, met with Manager
 - b. Sign has been erected at front of site

2. Planning Board
 - a. Met April 8, 2019
 - i. Last work session for Comprehensive Plan update
 - ii. Distributed draft copy of Update Comprehensive Plan
 - iii. Discussed Code Enforcement Efforts and plans to improve
 - iv. Will meet 5/13/19 to discuss and approve draft copy of Comprehensive Plan

3. Village at Granite
 - a. Work continues on entrance monument sign
 - b. Work continues on turn lane on Faith Rd.
 - c. Drafted and submitted a Memorandum of Agreement concerning the Town's policy on the Improvements Bond and submitted to manager and Town Attorney for approval
 - d. Final Plat drawings submitted and approved by various bodies for recording at register of Deeds- last hurdle prior to selling lots

4. Working on proposed Uniform Development Code and Code of Ordinance revisions
 - a. Rear of Building improvements in downtown area
 - b. Table of Uses and Zoning Map revisions for churches, schools, parks, cemeteries, and government buildings
 - c. Sidewalks
 - d. Merging Planning Board and Zoning Board of Adjustment
 - e. Signs
 - f. Minimum House Size
 - g. Multiple Street connections for large subdivisions
 - h. Motorized Bicycles in parks
 - i. Day Care vs Schools vs Pre-Schools
 - j. Code Enforcement

- k. Schedule of fees and clarification in Chpt. 11 on what fees will be billed to the developer
 - l. Storm Water Management
 - m. Fencing
 - n. Change of tenant on commercial rental property
5. IOM Enterprises
- a. Work has begun on Phase 1 at south end of existing building
6. Easter Creek
- a. Responded to request for information concerning sewer location for Phase II building, contacted our engineer and Town of Faith engineer for technical information
 - b. Discussed engineering billings for Phase I building, specifically access road, with developer
7. Code Enforcement
- a. Responded to numerous code enforcement complaints, many due to unmowed grass
8. Miscellaneous
- a. Met with property owner about potential rezoning of property on S. Salisbury Ave to LI from RL
 - b. Reviewed census meeting information with Aubrey
 - c. Provided information on stormwater and sinkhole responsibility to Planning Board Chair
 - d. Discussed various parcels with property owners, realtors and developer
 - e. Discussed revenue projections from permits and planning with manager



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

April 2019

- Call volume report for the month of April 2019:
 - Date of Report: 04/29/19
 - Total calls for service/activities - 304
 - Incident Reports- 12
 - Arrest Reports- 3
 - Crash Reports- 10
 - Traffic Citations- 18

 - See attached reports: Breakout of total calls for service between Townships.

- The following is the ending and average mileage for each vehicle by month:
 - 221- End- 56,836
 - 222- End- 37,025
 - 224- End- 55,026
 - 225- End- 43,050
 - 226- End- 23,564
 - 227- End- 34,913
 - 228- End- 17,650
 - 229- End- 22,314
 - 230- End- 4,523

- The average response time for March calls for service is 3.18 minutes.

GQPD

Number of Events by Nature

CFS Faith April 2019

Nature	# Events
103A2 FOUND PROPERTY	1
104D2 COMMERCIAL BURG ALARM	2
115D1 DRIVING UNDER INFLUENCE	1
118B2 FRAUD-PAST FORGERY	1
125B2 LOCKOUT - ROUTINE	1
129C3 SUSPICIOUS VEHICLE	1
130D1 LARCENY	1
132C1 SEVERE TRAFFIC VIOLATION	1
911 HANG UP	9
ASSIST FIRE DEPT	1
ATTEMPT TO LOCATE	1
BUSINESS OR HOUSE CHECK	20
COMMUNITY PROGRAM	1
DELIVER MESSAGE	3
FOLLOWUP	1
GENERAL INFORMATION	2
OPEN DOOR	1
SUBPOENA SERVICE	1
TRAFFIC STOP	10
VEHICLE ACCIDENT PROP DAMAGE	3
WARRANT SERVICE	1
Total	63

GQPD

Number of Events by Nature

CFS Granite Quarry April 2019

Nature	# Events
104C1 ALARM-VEHICLE	1
104D1 RESIDENTIAL BURG ALARM	2
104D2 COMMERCIAL BURG ALARM	4
106B5 PAST ASSAULT	1
106D5 ASSAULT IN PROGRESS	1
110B2 PAST RESIDENTIAL B&E	1
110D2 RESIDENTIAL B&E	2
112D2 DECEASED (SUDDEN)	1
113D1 DISTURBANCE / PHYSICAL	1
113D2 DISTURBANCE / VERBAL	2
114B1 PAST DOMESTIC	1
114D1 PHYSICAL DOMESTIC	1
114D2 VERBAL DOMESTIC	2
114D4 VERBAL FAMILY DOMESTIC	1
115D1 DRIVING UNDER INFLUENCE	3
118D2 FRAUD-FORGERY	2
119B2 HARASS - PAST HARASSMENT	1
121C1 MENTAL - NOT VIOLENT	1
121O2 MENTAL COMMITMENT	1
125B1 CHECK WELFARE - ROUTINE	5
125B2 LOCKOUT - ROUTINE	2
127D2 SUICIDE THREAT	1
129B3 SUSPICIOUS CIRCUM (PAST)	1
129C1 SUSPICIOUS PERSON	5
129C3 SUSPICIOUS VEHICLE	5
129C5 SUSPICIOUS CIRCUMSTANCE	2
131B1 TRAFFIC ACCIDENT - PD	1
132B1 MINOR TRAFFIC VIOLATION	1
132B2 PARKING COMPLAINT	1

Nature	# Events
132C1 SEVERE TRAFFIC VIOLATION	3
133D1 TRESPASSING	2
25A1 PSYCHIATRIC (PD-ROUTINE)	1
32B3 UNKNOWN MEDICAL	1
32D1 UNKNOWN MEDICAL	1
911 HANG UP	5
9E1 CARDIAC OR RESP ARREST	1
ASSIST FIRE DEPT	2
ASSIST MOTORIST	1
BANK ALARM	1
BURGLARY ALARM	6
BUSINESS OR HOUSE CHECK	62
COMMUNITY PROGRAM	1
DELIVER MESSAGE	4
FOLLOWUP	19
GENERAL INFORMATION	4
LAW CALL	1
LITTERING OR ILLEGAL DUMPING	1
PARK CHECK	27
REPOSSESSION	4
SCHOOL SECURITY CHECK	1
SUBPOENA SERVICE	2
TRAFFIC CHECK	1
TRAFFIC CONTROL	1
TRAFFIC STOP	30
TRANSPORT PRISONER OR OTHER	1
VEHICLE ACCIDENT PROP DAMAGE	7
WARRANT SERVICE	1
Total	244



Finance Department

Breakdown of Departments:
As of April 29, 2019

Department	Budgeted	YTD	% Used
Revenues:	\$2,358,499	\$2,098,976	89%
Total Revenues:	\$2,358,499	\$2,098,976	89%
Expenses:			
Governing Body	\$25,940.62	\$9,508.74	37%
Administration	\$493,511.16	\$335,420.68	68%
Maintenance	\$304,425.00	\$234,373.35	77%
Police Dept.	\$656,994.00	\$561,718.66	85%
Fire Department	\$431,606.00	\$365,092.34	85%
Sanitation/Environmental	\$178,000.00	\$133,015.93	75%
Parks & Recreation	\$46,419.00	\$29,008.17	62%
Total Expenses	\$2,136,896	\$1,668,137.87	78%

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

Revenues:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-3100-12 Taxes - Budget Year	\$784,609	\$752,424	-\$32,185	96%
01-3100-17 Tax Penalties & Interest	\$5,000	\$2,760	-\$2,240	55%
01-3101-12 Taxes - Prior Years	\$12,000	\$9,319	-\$2,681	78%
01-3102-12 Vehicle Tax	\$85,000	\$83,426	-\$1,574	98%
01-3230-31 Local Option Sales Tax	\$695,059	\$640,216	-\$54,843	92%
01-3231-31 Solid Waste Disposal Tax	\$0	\$1,577	\$1,577	0%
01-3260-41 Privilege Licenses/Permit	\$350	\$390	\$40	111%
01-3261-31 Cable Franchise Tax	\$5,000	\$5,202	\$202	104%
01-3315-33 Fireman Retirement	\$300	\$0	-\$300	0%
01-3316-32 Powell Pave & Patch Funds	\$84,457	\$83,390	-\$1,067	99%
01-3322-31 Beer & Wine - State	\$14,000	\$0	-\$14,000	0%
01-3324-31 Utilities Franchise Tax	\$100,800	\$103,283	\$2,483	102%
01-3330-84 County First Responders	\$4,020	\$3,015	-\$1,005	75%
01-3340-41 Permits	\$1,200	\$1,120	-\$80	93%
01-3411-89 Community Appearance Rev	\$200	\$5	-\$195	3%
01-3413-89 Miscellaneous Revenue	\$6,100	\$466	-\$5,634	8%
01-3431-41 Police Authority Revenue_Faith	\$140,434	\$137,277	-\$3,157	98%
01-3431-45 Police Report Revenue	\$100	\$90	-\$10	90%
01-3431-89 Police Miscellaneous	\$1,500	\$1,552	\$52	103%
01-3471-51 Solid Waste Collection - Salisbury	\$165,744	\$116,121	-\$49,623	70%
01-3491-41 Subdivision & Zoning Fees	\$2,000	\$2,650	\$650	133%
01-3613-41 Parks Miscellaneous	\$0	\$993	\$993	100%
01-3713-33 Sal. Water/Sewer Reimbursement	\$50,000	\$132,000	\$82,000	264%
01-3831-89 Interest on Investments *	\$2,145	\$8,616	\$6,471	402%
01-3833-89 Donations/Contributions	\$100	\$0	-\$100	0%
01-3834-41 Park Shelter Rentals (Maint)	\$5,000	\$3,365	-\$1,635	67%
01-3835-80 Police Surplus Items Sold	\$1,500	\$0	-\$1,500	0%
01-3835-81 Surplus items Sold	\$2,000	\$2,524	\$524	126%
01-3837-31 ABC Net Revenue-Co.	\$10,000	\$7,194	-\$2,806	72%
01-3991-99 Fund balance Appropriated	\$179,881	\$0	-\$179,881	0%
	\$2,358,499	\$2,098,976	-\$259,523	89%

* 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/Alderman Salary	\$12,161	\$5,836	\$6,324	48%
01-4110-03 Mayor Expense	\$250	\$0	\$250	0%
01-4110-08 Board Expense	\$800	\$225	\$575	28%
01-4110-09 FICA Expense	\$931	\$446	\$485	48%
01-4110-40 Dues & Subscriptions	\$820	\$0	\$820	0%
01-4110-45 Insurance & Bonds	\$2,750	\$3,001	-\$251	109%
01-4110-97 Board Contingency	\$8,229	\$0	\$8,229	0%
	\$25,941	\$9,509	\$16,432	37%

Administration:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4120-00 Salaries-Regular	\$194,100	\$158,332	\$35,768	82%
01-4120-02 Salaries-Part Time	\$25,000	\$24,845	\$155	99%
01-4120-07 401K Expense	\$9,750	\$7,290	\$2,460	75%
01-4120-09 FICA Expense	\$16,800	\$13,039	\$3,761	78%
01-4120-10 Retirement Expense	\$14,550	\$9,049	\$5,501	62%
01-4120-11 Group Insurance	\$42,000	\$22,362	\$19,638	53%
01-4120-13 Unemployment Expense	\$0	\$3,540	-\$3,540	100%
01-4120-18 Professional Services	\$15,400	\$4,305	\$11,095	28%
01-4120-22 Banquet Expense	\$1,500	\$1,365	\$135	91%
01-4120-26 Office Expense	\$10,000	\$5,503	\$4,497	55%
01-4120-29 Supplies & Equipment	\$200	\$187	\$13	93%
01-4120-31 Training & Schools	\$7,000	\$6,819	\$181	97%
01-4120-32 Telephone/Communications	\$3,000	\$2,680	\$320	89%
01-4120-33 Utilites	\$4,600	\$2,962	\$1,638	64%
01-4120-34 Printing	\$3,500	\$3,005	\$495	86%
01-4120-35 Maint/Repair Equipment	\$3,000	\$1,859	\$1,141	62%
01-4120-37 Advertising	\$2,500	\$1,841	\$659	74%
01-4120-40 Dues & Subscriptions	\$13,000	\$11,808	\$1,192	91%
01-4120-45 Insurance & Bonds	\$8,500	\$4,215	\$4,285	50%
01-4120-49 Visionary Projects	\$0	\$0	\$0	0%
01-4120-50 Community Projects	\$4,500	\$3,432	\$1,068	76%
01-4120-52 Cap Outlay-Computer	\$750	\$0	\$750	0%
01-4120-57 C.O. Land Purchase	\$1,233	\$1,232	\$1	99.93
01-4120-60 Contracted Services	\$45,145	\$31,423	\$13,722	70%
01-4120-62 Christmas Lights	\$9,083	\$9,082	\$1	99.99
01-4120-71 Debt Services - Principal	\$50,000	\$0	\$50,000	0%
01-4120-72 Debt Services - Interest	\$8,400	\$5,246	\$3,154	62%
	\$493,511	\$335,421	\$158,090	68%

Maintenance:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4190-00 Salaries - Regular	\$99,000	\$94,189	\$4,811	95%
01-4190-02 Salaries - Part-Time	\$29,000	\$22,935	\$6,065	79%
01-4190-07 401K Expense	\$4,950	\$4,830	\$120	98%
01-4190-09 FICA Expense	\$8,660	\$9,139	(\$479)	106%
01-4190-10 Retirement Expense	\$7,455	\$6,546	\$909	88%
01-4190-11 Group Insurance	\$22,000	\$19,161	\$2,839	87%
01-4190-20 Motor Fuel	\$5,500	\$4,589	\$911	83%
01-4190-21 Uniforms	\$1,500	\$798	\$702	53%
01-4190-24 Maint & Repairs Buildings & Ground	\$31,500	\$3,739	\$27,761	12%
01-4190-25 Maint & Repairs Trucks	\$2,500	\$2,160	\$340	86%
01-4190-26 Office Expense	\$100	\$0	\$100	0%
01-4190-29 Supplies & Equipment	\$7,000	\$5,487	\$1,513	78%
01-4190-31 Training & Schools	\$500	\$5	\$495	1%
01-4190-32 Telephone/Communications	\$1,000	\$764	\$236	76%
01-4190-33 Utilities	\$3,000	\$2,156	\$844	72%
01-4190-34 Printing	\$350	\$5	\$345	2%
01-4190-35 Maint & Repairs Equip	\$9,000	\$7,506	\$1,494	83%
01-4190-45 Insurance & Bonds	\$9,000	\$8,370	\$630	93%
01-4190-51 Tools & Light Equipment	\$2,500	\$2,266	\$234	91%
01-4190-53 C.O.Veteran Memorial	\$6,146	\$0	\$6,146	0%
01-4190-55 C.O. Equipment	\$16,847	\$20,262	(\$3,415)	120%
01-4190-60 Contracted Services	\$19,417	\$19,466	(\$49)	100%
01-4190-97 Maintenance Contingency Fund	\$17,500	\$0	\$17,500	0%
	\$304,425	\$234,373	\$70,052	77%

Parks & Rec:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-6130-24 Maint/Repair Bldg & Grounds	\$23,419	\$11,365	\$12,054	49%
01-6130-29 Supplies & Equipment	\$6,000	\$4,696	\$1,304	78%
01-6130-33 Utilities	\$14,000	\$10,205	\$3,795	73%
01-6130-60 Contracted Services	\$3,000	\$2,742	\$258	91%
	\$46,419	\$29,008	\$17,411	62%

Environmental Protection:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4710-33 Utilities (Street Lights)	\$36,000	\$24,883	\$11,117	69%
01-4710-64 Recycling	\$28,000	\$23,086	\$4,914	82%
01-4710-65 Garbage Services	\$114,000	\$85,047	\$28,953	75%
	\$178,000	\$133,016	\$44,984	75%

Police Department:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4310-00 Salaries-Regular	\$334,000	\$297,206	\$36,794	89%
01-4310-02 Salaries-Part Time	\$33,100	\$27,366	\$5,734	83%
01-4310-07 401K Expense	\$16,700	\$14,091	\$2,609	84%
01-4310-09 FICA Expense	\$27,311	\$24,721	\$2,590	91%
01-4310-10 Retirement Expense	\$26,000	\$19,914	\$6,086	77%
01-4310-11 Group Insurance	\$67,005	\$53,721	\$13,284	80%
01-4310-20 Motor Fuel	\$18,000	\$12,697	\$5,303	71%
01-4310-21 Uniforms	\$3,000	\$1,751	\$1,249	58%
01-4310-25 Maint & Repair-Autos	\$6,000	\$4,062	\$1,938	68%
01-4310-26 Office Expense	\$1,500	\$603	\$897	40%
01-4310-29 Supplies & Equipment	\$8,050	\$2,965	\$5,085	37%
01-4310-31 Training & Schools	\$1,800	\$874	\$926	49%
01-4310-32 Telephone/Communications	\$7,000	\$5,331	\$1,669	76%
01-4310-33 Utilites	\$3,000	\$1,054	\$1,946	35%
01-4310-34 Printing	\$1,200	\$658	\$542	55%
01-4310-35 Maint & Repair-Equipment	\$2,000	\$1,697	\$303	85%
01-4310-40 Dues & Subscriptions	\$1,850	\$1,508	\$343	81%
01-4310-45 Insurance & Bonds	\$17,900	\$17,795	\$105	99%
01-4310-54 C.O. Motor vehicle fund	\$45,678	\$41,503	\$4,175	91%
01-4310-55 C.O. Equipment	\$11,900	\$9,848	\$2,052	83%
01-4310-60 Contracted Services	\$24,000	\$22,354	\$1,646	93%
	\$656,994	\$561,719	\$95,275	85%

Fire Department:				
Disp Acct	Budget	YTD	Variance	Prcnt
01-4340-00 Salaries - Regular	\$103,292	\$93,134	\$10,158	90%
01-4340-02 Salaries - Part-Time	\$160,000	\$127,916	\$32,084	80%
01-4340-07 401K Expense	\$5,176	\$4,584	\$592	89%
01-4340-09 FICA Expense	\$24,200	\$17,370	\$6,830	72%
01-4340-10 Retirement Expense	\$7,765	\$6,332	\$1,433	82%
01-4340-11 Group Insurance	\$23,500	\$20,407	\$3,093	87%
01-4340-17 Firemen's Pension Fund	\$2,620	\$0	\$2,620	0%
01-4340-20 Motor Fuel	\$4,000	\$3,402	\$598	85%
01-4340-21 Uniforms	\$3,000	\$2,079	\$921	69%
01-4340-25 Maint & Repairs-Trucks	\$12,000	\$6,980	\$5,020	58%
01-4340-26 Office Expense	\$500	\$352	\$148	70%
01-4340-29 Supplies & Equipment	\$20,000	\$16,486	\$3,514	82%
01-4340-31 Training & Schools	\$2,000	\$467	\$1,533	23%
01-4340-32 Telephone/Communications	\$3,000	\$3,042	-\$42	101%
01-4340-33 Utilities	\$4,900	\$3,927	\$973	80%
01-4340-34 Printing	\$700	\$368	\$332	53%
01-4340-35 Maint. & Repairs-Equipmen	\$3,000	\$2,145	\$855	72%
01-4340-40 Dues & Subscriptions	\$2,900	\$2,037	\$863	70%
01-4340-45 Insurance & Bonds	\$14,000	\$28,542	-\$14,542	204%
01-4340-55 C.O. Equipment	\$17,116	\$8,112	\$9,004	47%
01-4340-60 Contracted Services	\$15,778	\$15,253	\$525	97%
01-4340-72 Debt Services - Interest	\$2,159	\$2,159	\$0	100%
	\$431,606	\$365,092	\$66,514	85%

Interest on Investments by Month For FY 2018-2019													
Acct#	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	YTD
Certificates of Deposits:													
237779					432.13	418.18	432.13	432.13	390.28	432.13			
237809					368.01	356.13	368	368.01	332.37	368.01			
77151					24.97	24.16	24.96	355.02	331.99	367.59			
50261					264.12	287.36	296.94	296.94	268.19	296.95			
51519	22.98	23.74	23.74	22.97	23.74	133.03	212.42	212.42	191.85	212.41			
	22.98	23.74	23.74	22.97	1112.97	1218.86	1334.45	1664.52	1514.68	1677.09	0	0	8616
Money Market Accounts:													
19011	95.38	244.17	112.76	137.07	135.21	87	60.37	33.24	36.82				
7545	6.37	7.22	5.74	6.74		6.07	6.49	5.86	6.49				
3011186	7.68	8.71	6.92	7.94	8.2	7.43	7.94	7.18	7.95				
	109.43	260.1	125.42	151.75	143.41	100.5	74.8	46.28	51.26	0	0	0	1062.95

Interest on Investment Account 01-3831-89 reflects interest from Certificates of Deposit Accounts only. Interest on Money Market Accounts remains in Money Market Accounts.

Total YTD: 9678.95

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 4

Summary

- A. Granite Quarry Athletic Association
Garry Mattingly and Jason Smith have asked to make a presentation to the Board regarding trails and pump tracks.

- B. Granite Quarry Civitan Club
Howard Brown, Jr has asked to address the board regarding the town hall information sign upgrade.

Action Requested

Guests and Presentations

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

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 5

Summary

Interim Town Manager Larry Smith will update the Board on town operations.

Attachments

A. *Town Manager Monthly Report*

Action Requested

Town Manager Update

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Town of Granite Quarry
Interim Town Manager's Report
May 2019



Town Goals Update

Byrd Rd property. Property cleanup is complete. Mr. Byrd is supposed to get the requested information about the plaque to the Mayor this week.

Town Hall Information Sign upgrade. Sign has been ordered. Contractor plans to meet with staff within the next few weeks to conduct a final on-site “flight check” before starting work.

Board Room Media. Monitors are up; electrical is being run this week.

Well House property. Attorney is finishing up due diligence on deed research. Once that’s completed, we will move forward with contacting heir.

Prioritized Goals from April meeting. Final amounts:

	<u>Approved “up to” amt</u>	<u>Actual</u>
Dump Trailer	\$ 9,000	\$ 8,751
Board Room Media	\$ 2,500	\$
Town Hall Information Sign	\$ 26,000	\$
FY18/19 Paving and Repair	\$ 42,087	\$

Town Development

State Employees Credit Union. Contractor advises that target date to begin grading is May 28. Development is expected to take 10 months to completion, weather-willing.

Village at Granite. See Planning report for more detail. Major developments are that the entrance sign is now underway, and the final plat drawings for the development have been submitted and approved.

Easter Creek. Grant application has been submitted. Once fully executed, we’ll have 2 years to complete the project.

Veronica Lane. NCDOT has finished the culvert portion of the project and began paving last week. We anticipate they will have everything finished and necessary paperwork to us before the end of the fiscal year to consider taking this road into our system of maintained streets.

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 6B

FY18/19 Paving and Repair Project

Summary

Last month the Board voted to move forward with the FY18/19 street repairs project using the available \$42,087 left in remaining Powell Bill Funds.

During discussion, several board members asked about the repair of multiple sidewalk sections around town that were rated “high priority” at the board’s planning retreat as well.

Chief Hord ran through both street and sidewalk priority sections following the meeting. He has come up with a plan that would repair the most pressing of the street and sidewalk priorities, still within budget.

Attachments

- A. List and description of target streets and sidewalks
- B. Corresponding maps of the sidewalk sections proposed to be added to the FY18/19 project

Action Requested

Motion to approve the revised list of streets and sidewalks to be repaired in the FY18/19 paving & repair project as presented.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Street	Description	Measurement	Cost
Garland Dr	Small patch	7 x 7	650
Foil Dr	Patch	18 x 18	2950
Phillip Dr	Patch at entrance - 2 valve boxes	65 x 12	7,475
Phillip Dr #2	Cul- da - sac patch	13 x 12	1,575
North Oak St #1	Small patch	4 x 4	650
Railroad St #2	patch	72 x 18	11,900
DeLara Ct	Small patch	4 x 12	700
Palasade Dr	Patch	4 x 10	1,350
Dominion Dr	Patch	4 x 10	1,350
Depot at 52	Small patches (3)	7 x 7	1,500
Total Project - Streets			30,100

Sidewalk	Description	Measurement	Cost
Main St	609 & 614 Main St (see Map 1)	30 ft	*
Main St & Depot	Crescent Const-both sides (see Map 2)	105 ft	*
Main St	100 block (see Map 3)	83 ft	*
Peeler St	300 block (see Map 4)	65 ft	*
Peeler St	700 block (see Map 5)	330 ft	*
Total Project - Sidewalks			11,350

* Contractor quoted sections in lump sum

<i>Powell Funds Available</i>	42,087
Total Streets and Sidewalks	41,450



- Major Roads
 - < all other values >
 - INTERSTATE
 - NC_HWY
 - US_HWY
- Roads
 - CITY/TOWN STREET
 - DRIVE IN PROCESS OF BEING NA
 - DRIVE SERVING 2 OR LESS HOME
 - DRIVE THAT ACCESSES 3 OR MOI
- Parcel Detail
 - BRIDGE-LINE
 - EASEMENT-IE
 - EASEMENT-MISC
 - EASEMENT-RR
 - EASEMENT-UTIL
 - GAS-PIPELINE
 - INT-ROW-LINE
 - LAKE
 - LAKE-H
 - LEADER-LINE
 - LOT-LINE
 - PARCEL
 - PARCEL-HOOK
 - RIVER
 - ROAD-ROW
 - ROAD-ROW-PROPOSED
 - RR-ROW
 - STREAM
- City Limits
 - City Limits
- Parcel Information
 - Private
 - Government
 - Other; E16
 - Educational
 - Religious
 - Health
 - Homes for Aged
- Parcel Information Lines
 - Parcel Information Lines

GRANITE QUARRY

6 Feet

24 Feet



Town of Granite Quarry

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1 : 113 Feet

Printed on 5/8/2019

Homes for Aged



- Major Roads
 - < all other values >
 - INTERSTATE
 - NC_HWY
 - US_HWY
- Roads
 - CITY/TOWN STREET
 - DRIVE IN PROCESS OF BEING NA
 - DRIVE SERVING 2 OR LESS HOME
 - DRIVE THAT ACCESSES 3 OR MOI
- Parcel Detail
 - BRIDGE-LINE
 - EASEMENT-IE
 - EASEMENT-MISC
 - EASEMENT-RR
 - EASEMENT-UTIL
 - GAS-PIPELINE
 - INT-ROW-LINE
 - LAKE
 - LAKE-H
 - LEADER-LINE
 - LOT-LINE
 - PARCEL
 - PARCEL-HOOK
 - ROAD-ROW
 - ROAD-ROW-PROPOSED
 - RR-ROW
 - STREAM
- City Limits
 - Parcel information
 - Private
 - Government
 - Other; E16
 - Educational
 - Religious
 - Health
 - Homes for Aged
 - Parcel Information Lines



Town of Granite Quarry

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1 : 113 Feet

Printed on 5/8/2019

648 009 648 027 648 068
 350 052 648 132 648 163 348 057
 350 155 648 034 648 066
 350 056 648 037 52 648 059
 350 058 648 064
 350 159 648 039
 350 065 648 040
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 350 077 350 072 350 068
 350 070
 350 075 350 080 350 115



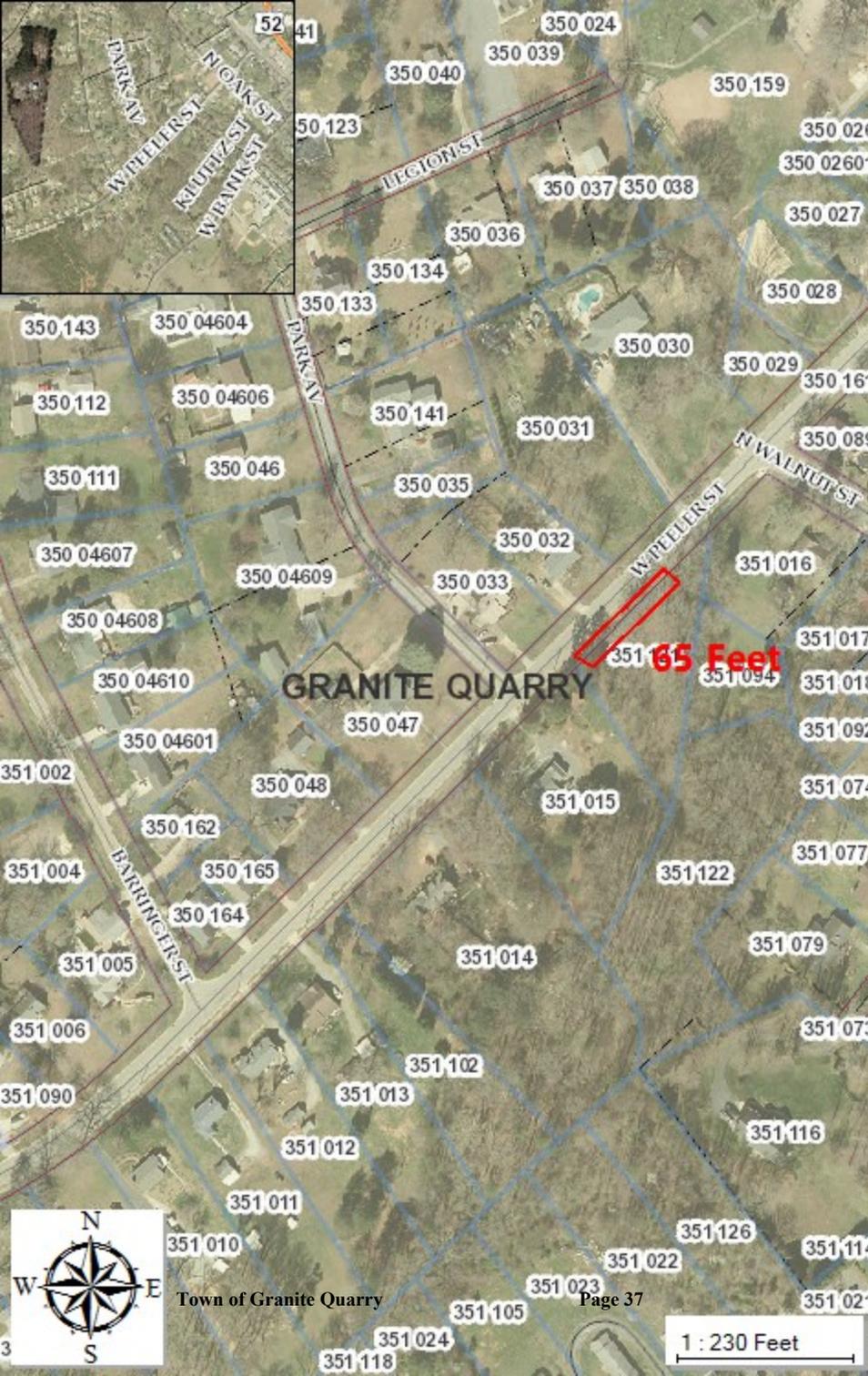
- Major Roads
- < all other values >
 - INTERSTATE
 - NC_HWY
 - US_HWY
- Roads
- CITY/TOWN STREET
 - DRIVE IN PROCESS OF BEING NA
 - DRIVE SERVING 2 OR LESS HOME
 - DRIVE THAT ACCESSES 3 OR MOI
 - INTERSTATE
 - NORTH CAROLINA HIGHWAY
 - ON/OFF RAMP
 - STATE MAINTAINED ROADS
 - UNITED STATES HIGHWAY
- Parcel Detail
- BRIDGE-LINE
 - EASEMENT-IE
 - EASEMENT-MISC
 - EASEMENT-RR
 - EASEMENT-UTIL
 - GAS-PIPELINE
 - INT-ROW-LINE
 - LAKE
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 - LEADER-LINE
 - LOT-LINE
 - PARCEL
 - PARCEL-HOOK
 - RIVER
 - ROAD-ROW
 - ROAD-ROW-PROPOSED
 - RR-ROW
 - STREAM
- City Limits
- City Limits
- Parcel Information
- Private
 - Government
 - Other; E16
 - Educational
 - Religious
 - Health
 - Homes for Aged
- Parcel Information Lines
- Parcel Information Lines

Town of Granite Quarry

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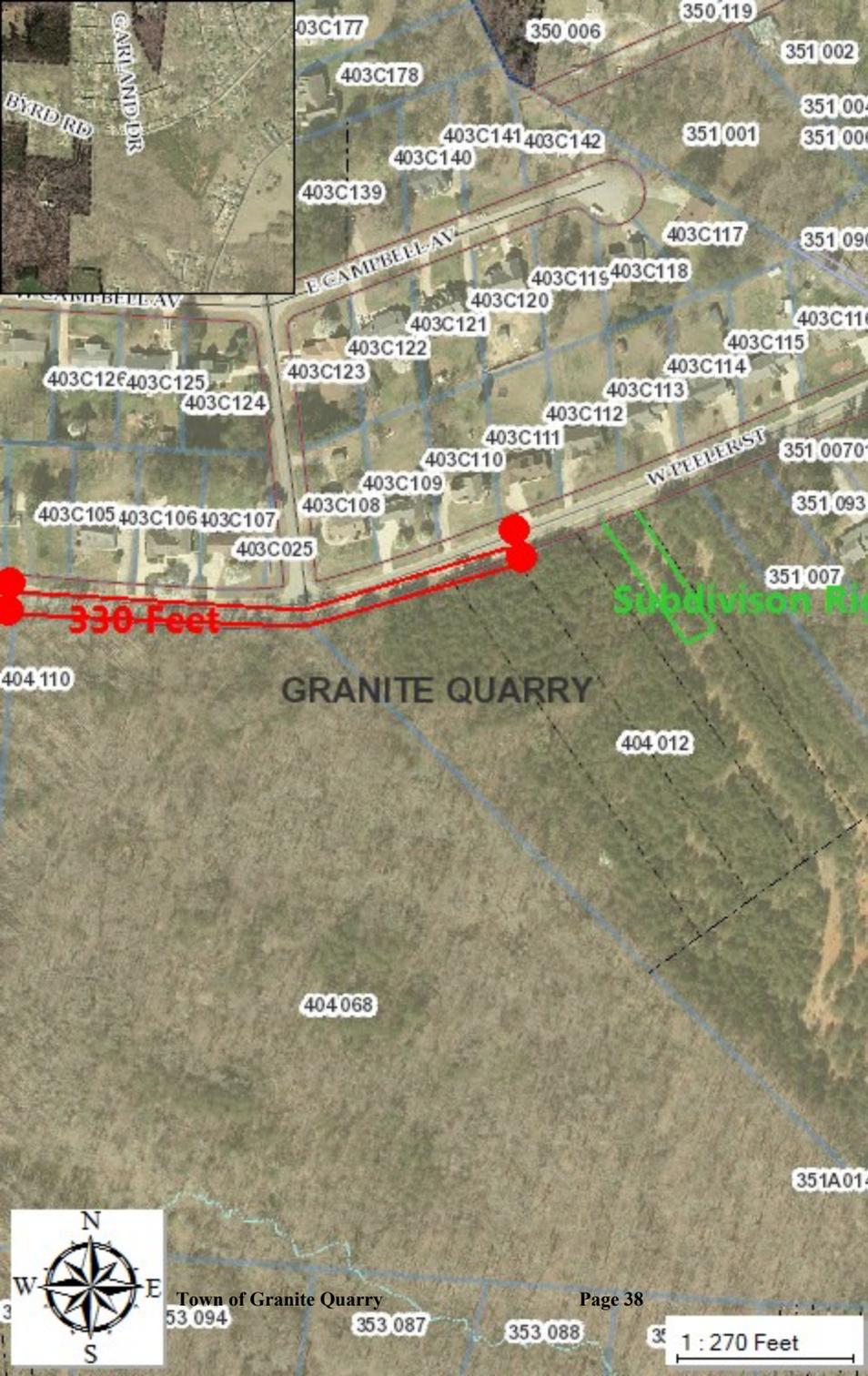
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1 : 115 Feet



- Major Roads
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Printed on 5/8/2019



- Major Roads
- <all other values>
 - INTERSTATE
 - NC_HWY
 - US_HWY
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- CITY/TOWN STREET
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- Parcel Information Lines
- Parcel Information Lines



Town of Granite Quarry
53 094

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1 : 270 Feet

Printed on 5/8/2019
Homes for Aged

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 7A

Summary

Resolution of the Board of Aldermen authorizing the lease of a copier for use in Town Hall in an amount not to exceed \$14,384.79 over 63 months.

It is necessary to replace the current leased copier for the following reasons:

- (a) It is the end of contract
- (b) Outdated machine (unable to get parts for it)
- (c) Savings of \$630.00 per year/\$52.40 per month

Attachment

A. *DEX Imaging, Inc. Service Agreement*

B. *Resolution 2019-09*

A Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, authorizing the Town Manager to enter into an agreement with DEX Imaging, Inc. for the lease of a copier for use in Town Hall in an amount not to exceed \$14,384.79 over 63 months.

Action Requested

Motion to enter into contract with DEX Imaging for new leased copier.

Resolution 2019-09

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against



Company Information

Town Of Granite Quarry

Bill To Address

Town Of Granite Quarry

PO Box 351

Granite Quarry, NC 28027

Contacts

Dex Imaging Sales Representative

Name: Bobby Sholette
Phone: 704-201-7534
Email: Bobby.Sholette@deximaging.com

A/P Billing Contact

Name: Shelly Shockley
Phone: 704-279-5596
Fax:
Email: office@granitequarrync.gov



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Town Of Granite Quarry
 143 N. Salisbury Ave.
 Granite Quarry Ave, NC 28072

Delivery Contact: Shelly Shockley
 Phone: 704-279-5596
 Email: office@granitequarrync.gov

EQUIPMENT

Town Of Granite Quarry (Monthly)									
B/W Base: \$25.50			Copies Included: 3000			Overage Rate: \$0.008500 /copy			
Color Base: \$195.00			Copies Included: 3000			Overage Rate: \$0.065000 /copy			
Included: Parts, labor and supplies with exception of paper products, staples and freight									
Make	Model		Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	bizhub C258 Color				Yes			1	
Acc: DF-704 Single Pass Dual Scan Document Feeder									
Acc: PC-110 Paper Feed Cabinet									
Acc: FK-514 Fax Kit									
Acc: Surge									
Acc: TN-324Y Toner Yellow (C258/C308/C368: 26k)									
Acc: TN-324C Toner Cyan (C258/C308/C368: 26k)									
Acc: TN-324K Toner Black (C258/C308/C368: 28k)									
Acc: TN-324M Toner Magenta (C258/C308/C368: 26k)									

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:



MANAGED PRINT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX's control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX, or if parts, accessories, or components not authorized by DEX are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.

Customer must advise DEX of any equipment movements not performed by DEX via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

* **PLATINUM/PLATINUM+** Contracts Only: All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis.

If Customer uses supplies other than DEX's supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX supplied materials.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision October 2018

SPECIAL INSTRUCTIONS

Dex Imaging will pay off current agreement for the Muratec MFX-C2880 and Ship back equipment to the leasing company. There will be no cost to the Town of Granite Quarry.

DEX SALES ASSOCIATE

Name: Bobby Sholette

Date: April 2, 2019

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

Town Of Granite Quarry

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____



LEASE AGREEMENT

TO OUR VALUED CUSTOMER. This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX imaging, inc. Our address is 5109 W. Lemon Street, Tampa, FL, 33609

CUSTOMER INFORMATION
Lessee Name: Town Of Granite Quarry
Billing Street Address/City/County/State/Zip: PO Box 351 Granite Quarry, Cabarrus, NC 28027
Equipment Location (if different from above): 143 N. Salisbury Ave. Granite Quarry Ave, NC 28072
Lessee Phone No.: 704-279-5596

SUPPLIER INFORMATION
Supplier Name: DEX imaging, inc. ("SUPPLIER")
Street Address/City/State/Zip: 2915 Whitehall Park Drive Suite 650 Charlotte, NC 28273
Supplier Phone #: 704-426-6001

Table with columns: EQUIPMENT DESCRIPTION, Quantity, Make/Model, Serial Number. Row 1: Konica-Minolta bizhub C258 Color, 1.

END OF LEASE PURCHASE OPTION
Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.
[X] Fair Market Value Purchase Option
[] Fixed Price Purchase Option of \$ _____
[] Fixed Price Purchase Option of % of the Total Cash Price

TERM AND PAYMENT SCHEDULE
Initial Lease Term: 63
Lease Payment: \$ 228.33
You agree to pay at the time you sign this Lease:
A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00
B) Sales/Use Tax on Advance Lease Payment = \$ 0.00
C) One-time Origination Fee = \$ 75.00
D) Total of A + B + C = \$ 75.00

INSURANCE & TAXES
You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS
BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL. YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

Signature lines for DEX imaging, inc. (Lessor) and Town Of Granite Quarry (Lessee) with fields for Print Name & Title and Date.

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX imaging, Inc., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

Signature lines for Personal Guarantors with fields for Print Name, Date, Home Street Address/City/State/Zip, and Phone Number.

Initials

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX imaging, inc. or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX imaging, inc. or its assignee and DEX imaging, inc. after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX imaging, inc. shall be to refund to you the amount that has been paid by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all tradeups and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will we have any title to such software; b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; c) you have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this lease is \$1,000 you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion. (a) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this subsection (a) or (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is \$1,000, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition;

(g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment; (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application.

10. FINANCE LEASE STATUS. The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1,000, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive months to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY, ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.

RESOLUTION NO. 2019-09

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH DEX IMAGING, INC FOR THE LEASE OF A COPIER FOR USE IN TOWN HALL IN AN AMOUNT NOT TO EXCEED \$14,384.79 OVER 63 MONTHS

WHEREAS, the Board of Aldermen has deemed that need exists to replace current leased copier for the following reasons (1) it is at the end of contract, (2) outdated machine – parts are no longer available, and (3) cost savings of \$630.00 per year/\$52.40 per month; and

WHEREAS, the Town did appropriate funds in the FY 18/19 General Fund budget for said lease; and

WHEREAS, the funds will come from Printing (01-4120-34) in an amount not to exceed \$14,384.70 over 63 months.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA:

Section 1.

That the Town Manager is hereby authorized to enter into an agreement with DEX Imaging, Inc. pursuant to the terms set forth as Exhibit “A” and expressly incorporated herein by reference.

Section 2:

This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 6TH DAY OF MAY 2019.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC

Agenda Item Summary

Regular Monthly Meeting

May 6, 2019

Agenda Item 7C

Poultry Waste Storage in ETJ

Summary

Multiple residents from the subdivision of Granite Commons have complained to the Town about nuisance and environmental concerns associated with chicken manure being stored within the Town's Extra-Territorial Jurisdiction, adjacent to the subdivision.

Currently the Town has no ordinance prohibiting this storage.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against

Action Requested

Motion to send this issue to the Planning Board for study. A report and/or any recommendations from the Planning Board should be presented to the Board of Aldermen by no later than the August regular monthly meeting.

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 7D
Agreement

316 S Main St Realtor

Summary

At the February planning retreat, the Board recommended keeping the realtor agreement on the property with the current zoning.

The current 6-month agreement with Select Properties of the Carolinas, LLC has expired. The Renewal Agreement is attached. Mayor Feather requested that the Board review the agreement for discussion and possible action at this meeting.

Attachments

A. *Agency Renewal Agreement and Original Agreement*

Action Requested

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

AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT

This AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT renews and/or amends the following agency agreement (referred to hereafter as the "Agency Agreement")

- NCAR Form #101 (Exclusive Right to Sell Listing Agreement)
NCAR Form #103 (Exclusive Right to Sell Listing Agreement)
NCAR Form #201 (Exclusive Buyer Agency Agreement)
NCAR Form #203 (Non-Exclusive Buyer Agency Agreement)
NCAR Form #601 (Exclusive Right to Sell Listing Agreement - Auction Sales)

entered into by and between Town of Granite Quarry ("Client") and Select Properties of the Carolinas LLC Real Estate Firm ("Firm"). 316 S Main Street Property Address/MLS# (if applicable): Granite Quarry, 28072

Client and Firm agree that the Agency Agreement is hereby renewed and/or amended in the manner indicated below (Fill in applicable blanks; enter "N/A" in any blank not used):

Renewed and extended until midnight, October 22nd, 2019. In the event that the term of the Agency Agreement has expired, Client and Firm specifically agree that this Agency Agreement Amendment and/or Renewal shall operate to revive the Agency Agreement for the agreed-upon period of time.

Price shall be changed from \$ to \$

Other amendments:

All terms and conditions of the Agency Agreement not specifically amended herein shall remain the same.

Client and Firm each hereby acknowledge receipt of a signed copy of this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Client: Date:

Client: Date:

Entity Client: (Name of LLC/Corporation/Partnership/Trust/etc.)

By: Date:

Name: Title:

Firm (Firm Name): Select Properties of the Carolinas LLC

By: [Signature] Date: 4-22-19 Authorized Representative



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (VACANT LOT/LAND)

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into between Town of Granite Quarry as Seller(s) ("Seller") of the property described below (the "Property"), and Select Properties of the Carolinas as Listing Firm ("Firm").

Seller represents that as of the Effective Date the Seller is not (or will not be, if the Property is currently listed) a party to a listing agreement with any other real estate firm regarding the Property.

1. TERM OF AGREEMENT.

(a) Term: The term of this Agreement ("Term") shall begin on its Effective Date and shall end at midnight on its Expiration Date.

(b) Effective Date. This Agreement shall become effective and the Seller and Firm's respective rights and obligations under this Agreement shall commence ("Effective Date") as follows (check appropriate box):

[X] The Effective Date shall be the date that this Agreement has been signed by both Seller and Firm

[] The Property is currently listed for sale exclusively with another real estate firm. Seller represents that the current listing agreement expires on ... The Effective Date of this Agreement shall commence immediately upon the expiration of the current listing agreement.

(c) Expiration Date. This Agreement shall terminate at midnight on March 20, 2019 ("Expiration Date").

2. PROPERTY. The Property that is the subject of this Agreement shall include all that real estate described below together with all appurtenances thereto.

Street Address: 316 S Main Street
City: Granite Quarry
County: Rowan, North Carolina
Zip 28072

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description: (Complete ALL applicable)

- Plat Reference: Lot/Unit, Block/Section, Subdivision/Condominium
The PIN/PID or other identification number of the Property is: Tax Map 351 Parcel 039
Other description:
Some or all of the Property may be described in Deed Book at Page

3. LISTING PRICE. Seller lists the Property at a price of \$ 205,000.00 on the following terms:

[X] Cash [] FHA [] VA [] USDA [X] Conventional [] Loan Assumption [] Seller Financing [] Other
Seller agrees to sell the Property for the Listing Price or for any other price or on any other terms acceptable to Seller.

4. FIRM'S COMPENSATION.

(a) Fee. Seller agrees to pay Firm a total fee of 5.000 % of the gross sales price of the Property, OR Five Percent ("Fee"), which shall include the amount of any compensation paid by Firm as set forth in paragraph 5 below to any other real estate firm, including individual agents and sole proprietors ("Cooperating Real Estate Firm").

(b) Fee Earned. The Fee shall be deemed earned under any of the following circumstances:

(i) If a ready, willing and able buyer is procured by Firm, a Cooperating Real Estate Firm, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;

(ii) If the Property is sold, optioned, exchanged, conveyed or transferred, or the Seller agrees, during the Term of this Agreement or any renewal hereof, to sell, option, exchange, convey or transfer the Property at any price and upon any terms whatsoever; or

(iii) If the circumstances set out in (i) or (ii) above have not occurred, and if, within 90 days after the Expiration Date (the "Protection Period"), Seller either directly or indirectly sells, options, exchanges, conveys or transfers, or agrees to sell, option, exchange, convey or transfer the Property upon any terms whatsoever, to any person with whom Seller, Firm, or any Cooperating Real Estate Firm communicated regarding the Property during the Term of this Agreement or any renewal hereof,



North Carolina Association of REALTORS®, Inc.

Individual agent initials [Signature] Seller initials [Signature]



STANDARD FORM 103
Revised 7/2018
© 7/2018

Select Properties of the Carolinas, 430 Skysail Road Salisbury NC 28146
Phone: (704)797-4181 Fax: (704)749-8846 Victor Poplin

316 S Main Street

provided the names of such persons are delivered or postmarked to the Seller within 15 days after the Expiration Date. HOWEVER, Seller shall NOT be obligated to pay the Fee if a valid listing agreement is entered into between Seller and another real estate broker and the Property is subsequently sold, optioned, exchanged, conveyed or transferred during the Protection Period.

(c) **Fee Due and Payable.** Once earned as set forth above, the Fee will be due and payable at the earlier of: (i) closing on the Property;

(ii) The Seller's failure to sell the Property (including but not limited to the Seller's refusal to sign an offer to purchase the Property at the price and terms stated herein or on other terms acceptable to the Seller, the Seller's default on an executed sales contract for the Property, or the Seller's agreement with a buyer to unreasonably modify or cancel an executed sales contract for the Property); or

(iii) Seller's breach of this Agreement.

(d) **Transfer of Interest in Business Entity.** If Seller is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

(e) **Additional Compensation.** If additional compensation, incentive, bonus, rebate and/or other valuable consideration ("Additional Compensation") is offered to the Firm from any other party or person in connection with a sale of the Property, Seller will permit Firm to receive it in addition to the Fee. Firm shall timely disclose the promise or expectation of receiving any such Additional Compensation and confirm the disclosure in writing before Seller makes or accepts an offer to sell. (NOTE: NCAR Form #770 may be used to confirm the disclosure of any such Additional Compensation)

(f) **Attorney Fees and Costs.** If Firm is the prevailing party in any legal proceeding brought by Firm against Seller to recover any or all of the Fee, Firm shall be entitled to recover from Seller reasonable attorney fees and court costs incurred by Firm in connection with the proceeding.

5. COOPERATION WITH/COMPENSATION TO OTHER FIRMS. Firm has advised Seller of Firm's company policies regarding cooperation and the amount(s) of any compensation that will be offered to other brokers, including but not limited to, seller subagents, buyer agents or both, brokers who do or do not participate in a listing service and brokers who are or are not REALTORS®. Seller authorizes Firm to (Check ALL applicable authorizations):

- Cooperate with subagents representing the Seller and offer them the following compensation: 2.500 % of the gross sales price or \$ _____ ; and/or,
- Cooperate with buyer agents representing the buyer and offer them the following compensation: 2.500 % of the gross sales price or \$ _____ ; and/or,
- Cooperate with and compensate other Cooperating Real Estate Firms according to the Firm's attached policy.

Firm will promptly notify Seller if compensation offered to a Cooperating Real Estate Firm is different from that set forth above. Agents with Cooperating Real Estate Firms must orally disclose the nature of their relationship with a buyer (subagent or buyer agent) to Firm at the time of initial contact with Firm, and confirm that relationship in writing no later than the time an offer to purchase is submitted for the Seller's consideration. Seller should be careful about disclosing confidential information because agents representing buyers must disclose all relevant information to their clients.

6. FIRM'S DUTIES. Firm agrees to provide Seller the benefit of Firm's knowledge, experience and advice in the marketing and sale of the Property. Seller understands that Firm makes no representation or guarantee as to the sale of the Property, but Firm agrees to use its best efforts in good faith to find a buyer who is ready, willing and able to purchase the property. In accordance with the REALTORS® Code of Ethics, Firm shall, with Seller's approval, in response to inquiries from buyers or Cooperating Real Estate Firms, disclose the existence of offers on the Property. Where Seller authorizes disclosure, Firm shall also disclose whether offers were obtained by the individual agent who signs this Agreement, another agent of the Firm, or by a Cooperating Real Estate Firm. Seller acknowledges that real estate brokers are prohibited by N.C. Real Estate Commission rule from disclosing the price or other material terms contained in a party's offer to purchase, sell, lease, rent or option real property to a competing party without the express authority of the party making the offer.

Seller acknowledges that Firm is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the Firm knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly. Seller further acknowledges that Firm is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Seller, including but not limited to an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor. Although Firm may provide Seller the names of providers who claim to perform such services, Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Seller also agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Seller's selection and use of any such provider or Seller's election not to have one or more of such services performed.

Individual agent initials Q Seller initials WJ

THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

7. **MARKETING:**

(a) **Commencement of Marketing.** The Firm is authorized to commence marketing the Property as described in subparagraph (b) below on the Effective Date OR, if selected on (insert date only if applicable) _____ (“Delayed Marketing Date”).

NOTE: If a Delayed Marketing Date is selected, Seller understands and acknowledges the following:

- THE PROPERTY MAY NOT BE SHOWN BY ANY REAL ESTATE AGENT, INCLUDING FIRM’S AGENTS, PRIOR TO THE DELAYED MARKETING DATE.
- FIRM IS OBLIGATED TO PRESENT TO SELLER ANY OFFERS ON THE PROPERTY THAT MAY BE SUBMITTED TO FIRM PRIOR TO THE DELAYED MARKETING DATE.
- IT IS IN THE BEST INTEREST OF MOST SELLERS TO GET THE HIGHEST POSSIBLE PRICE ON THE BEST TERMS FOR THEIR PROPERTY, AND MAXIMIZING EXPOSURE OF THEIR PROPERTY ADVANCES THAT INTEREST. ACCEPTING AN OFFER ON THE PROPERTY BEFORE IT IS FULLY EXPOSED TO THE WIDEST GROUP OF POTENTIAL BUYERS MAY DENY SELLER THE BEST OPPORTUNITY TO ATTRACT OFFERS AT THE HIGHEST PRICE AND BEST TERMS.

(b) **Marketing Authorization.**

- Signs.** To place "For Sale," "Under Contract," "Sale Pending," or other similar signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- On-Site Marketing.** To conduct on-site marketing of the Property at such times as Seller and Firm may subsequently agree.
- Listing Service.** To submit pertinent information concerning the Property to any listing service of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Seller. Seller authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service of the pending sale and the expiration date of any due diligence period, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.
- Lock/Key Boxes.** The Seller does does not authorize Firm to place lock/key boxes on the Property.
- Advertising Other Than On The Internet.** To advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- Internet Advertising.** To display information about the Property on the Internet either directly or through a program of any listing service of which the Firm is a member or in which any of Firm’s agents participate. Seller further authorizes other firms who belong to any listing service of which the Firm is a member or in which any of Firm’s agents participate to display information about the Property on the Internet in accordance with the listing service rules and regulations, and also authorizes any listing service of which the Firm is a member or in which any of Firm’s agents participate to use, license or sell to others information about the Property entered into the listing service. Seller specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If seller desires to limit or prohibit Internet advertising as set forth above, seller must complete an opt-out form in accordance with listing service rules.

NOTE: NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.

(c) **“Coming Soon” Advertising.** (Check only if applicable). If applicable, Firm is authorized to market the Property as “Coming Soon,” commencing on the Effective Date, in any media Firm may in its discretion select, provided that any “Coming Soon” advertising shall be conducted in accordance with any restrictions and requirements of any listing service in which the Property will be included, a copy of which are are not attached to this Agreement.

(d) **Seller Acknowledgement.** Seller acknowledges and understands that while the marketing services selected above will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:

- (i) unauthorized use of a lock/key box,
- (ii) control of visitors during or after a showing or an open house, including the taking and use of photographs and videos of the Property
- (iii) inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates, and

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(iv) information about the Property placed on the Internet by or through any listing service in which the Firm participates which is inaccurate or dated.

Seller therefore agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION. If there is a video/audio/surveillance device(s) on the Property, Seller is advised: (i) that no audio surveillance device may be turned on during any showings, open houses, investigations, examinations or inspections of the Property; and (ii) that the placement of any video surveillance device should not violate a visitor's reasonable expectation of privacy.

8. **EARNEST MONEY.** Unless otherwise provided in the sales contract, any initial and additional earnest money deposits and any other earnest monies paid in connection with any transaction shall be held by the Firm, in escrow, until the consummation or termination of the transaction. Any earnest money forfeited by reason of the buyer's default under a sales contract shall be divided equally between the Firm and Seller. In no event shall the sum paid to the Firm because of a buyer's default be in excess of the fee that would have been due if the sale had closed as contemplated in the sales contract. In accordance with NC General Statutes Section 93A-12, if a dispute regarding the return or forfeiture of any earnest money deposit arises between Seller and the buyer, the escrow agent holding the deposit may deposit the disputed monies with the appropriate Clerk of Court following written notice to the parties. In the event of any such dispute, Seller directs Firm to disclose Seller's last known mailing address to the escrow agent upon request to enable the escrow agent to comply with the notice requirement of such law.

9. **SELLER REPRESENTATIONS.**

(a) **Flood Hazard Disclosure/Insurance.** To the best of Seller's knowledge, the Property is is not located partly or entirely within a designated Special Flood Hazard Area.

(b) **Owners' Association.** To the best of Seller's knowledge there is is not an owners' association which imposes various mandatory covenants, conditions and restrictions upon the Property. If there is an owners' association, Seller agrees to promptly complete an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) at Seller's expense and to attach it as an addendum to any contract for the sale of the Property. Seller authorizes and directs any owners' association or any management company of the owners' association to release to Firm true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(c) **Ownership.** Seller represents that Seller:

- has owned the Property for at least one year;
- has owned the Property for less than one year
- does not yet own the Property

If Seller does not yet own the Property, Seller agrees to promptly provide Firm information pertaining to Seller's acquisition of the Property, such as a copy of a sales contract or option for the Property, and to keep Firm timely informed of all developments pertaining to Seller's acquisition of the Property.

(d) **Receipt Of Sample Forms.**

- Seller acknowledges receipt of a sample copy of an Offer to Purchase and Contract--New Construction (form #800-T) or Offer to Purchase And Contract--Vacant Lot/Land (form 12-T) as may be appropriate for review purposes.
- Seller acknowledges receipt of a sample copy of a Professional Services Disclosure and Election form (form #760) for review purposes.

(e) **Access.** Seller represents that the Property has legal access to a public right of way. If access is by private road/easement/other, Seller further represents that there is is not an agreement regarding the maintenance of such private road/easement/other means of access. If applicable, Seller agrees to promptly provide Firm information pertaining to any such agreement.

Individual agent initials 

Seller initials 

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(f) **Current Liens.** Seller represents to the best of Seller's knowledge:

(1) The Property is is not encumbered by a deed of trust or mortgage. Complete any of the following where applicable:

(i) There is a first deed of trust or mortgage on the Property securing a loan held by:

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(ii) There is a second deed of trust or mortgage on the Property securing a loan held by:

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(iii) There is a deed of trust or mortgage on the Property securing an equity line of credit held by:

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

(2) Seller is current on all payments for the loans identified in numbered items (i), (ii) and (iii) above except as specified in (7) below.

(3) Seller is not in default on any loan identified in numbered items (i), (ii) and (iii) above and has not received any notice(s) from the holder of any loan identified in numbered items (i), (ii) and (iii) above or from any other lien holder of any kind, regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure except as specified in (7) below.

(4) There are not any liens secured against the Property for Federal, State or local income taxes, unpaid real property taxes, unpaid condominium or homeowners' association fees, mechanics', laborers' or material men's liens, or other liens affecting the Property, and Seller has no knowledge of any matter that might result in a lien affecting the Property except as specified in (7) below.

(5) There are not any judgments against Seller affecting the Property, and Seller has no knowledge of any matter that might result in a judgment that may potentially affect the Property except as specified in (7) below.

(6) There are not any Uniform Commercial Code (UCC) fixture filings affecting the Property, and Seller has no knowledge of any matter that might result in a UCC fixture filing affecting the Property except as specified in (7) below.

(7) Specify any information, including approximate balances, required by Seller representations (2) through (6) above

NOTE: Outstanding liens may affect Seller's net proceeds : _____

(g) **Bankruptcy.** Seller currently:

(1) is is not under bankruptcy protection under United States law.

(2) is is not contemplating seeking bankruptcy protection during the term of this Agreement.

(h) **Lease(s).** To the best of Seller's knowledge, the Property is is not subject to any lease(s). If applicable, Seller agrees to promptly provide Firm a copy of any such lease(s) or a written statement of the terms of any oral lease(s).

(i) **Special Assessments.** To the best of Seller's knowledge, there are no Proposed or Confirmed Special Assessments (as defined in the sample contract form provided to Seller) regarding the Property except as follows (Insert "none" or the identification of such assessments, if any): None

(j) **Manufactured (Mobile) Home.** Complete ONLY if there is a manufactured (mobile) home(s) on the Property that Seller intends to include as a part of the sale of the Property: VIN(s): N/A
or VIN(s) unknown. Other description (year, model, etc.): N/A

If, during the term of this Agreement, Seller becomes aware that any of the representations set forth in this paragraph 9 are incorrect or no longer accurate, Seller shall promptly notify Firm and cooperate with Firm in taking appropriate corrective action.

10. **SELLER'S DUTIES.** Seller agrees to cooperate with Firm in the marketing and sale of the Property, including but not limited to:
(a) providing to Firm, in a timely manner, accurate information about the Property of which Seller may be aware, including but not limited to presence of or access to any water supply, sewer and/or septic system; problems with drainage, grading or soil stability; environmental hazards; commercial or industrial nuisances (noise, odor, smoke, etc.); utility or other easements, shared driveways, or encroachments from or on adjacent property; lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notice from any governmental agency; flood hazard; cemetery/grave sites; or abandoned well;

Individual agent initials (Signature)

Seller initials (Signature)

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(b) making the Property available for showing (including working, existing utilities) at reasonable times and upon reasonable notice;

(c) providing Firm as soon as reasonably possible after the execution of this Agreement copies of the following documents (where relevant) in the possession of Seller:

(1) restrictive covenants affecting the Property;

(2) bylaws, articles of incorporation, rules and regulations, and other governing documents of the owners' association and/or the subdivision;

(3) title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Firm, (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Firm, and (3) the owners' association manager (or other authorized representative) to release and disclose copies of all documents referenced in subparagraphs (c)(1) and (c)(2) above. Seller acknowledges and understands that Firm is under no obligation to acquire any of the information referenced in this subparagraph (c) or to verify the accuracy of any such information that may be provided to Firm.

(d) immediately referring to Firm all inquiries or offers it may receive regarding the Property; showing the Property only by appointment made by or through Firm; and conducting all negotiations through Firm.

(e) executing and delivering at Settlement a GENERAL WARRANTY DEED conveying fee simple marketable title to the Property, including legal access to a public right of way, free of all encumbrances except ad valorem taxes for the current year, utility easements, rights-of-way, and unviolated restrictive covenants, if any, and those encumbrances that the buyer agrees to assume in the sales contract.

Seller represents that the Seller has the right to convey the Property, and that there are currently no circumstances that would prohibit the Seller from conveying fee simple marketable title as set forth in the preceding sentence, except as follows (*insert N/A if not applicable*): N/A

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching NCAR form 104 as an addendum to this Agreement.

(f) providing Firm, in a timely manner, any information necessary (including any information omitted under Paragraph 9) to enable Firm to prepare an estimate of Seller's net proceeds at settlement. Seller acknowledges and understands that any such estimate is an approximation only and that Seller should verify the accuracy of the calculations.

(g) if required by N.C.G.S. §44A-11.1, timely designating a Lien Agent, and providing Firm as soon as reasonably possible a copy of the appointment of Lien Agent.

11. PHOTOGRAPHS AND OTHER MATERIALS: Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a non-exclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless for any and all claims resulting from use of the Seller Materials under the terms of this license.

12. ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions shall also be a part of this Agreement: The firm is aware that any offer to purchase and contract will contain a requirement that substantial construction will be required on this property within one year following closing.

13. DUAL AGENCY. Seller understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) **Disclosure of Information.** In the event Firm serves as a dual agent, Seller agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

(1) that a party may agree to a price, terms, or any conditions of sale other than those offered;

(2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and

(3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

Individual agent initials G Seller initials JK

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(b) **Firm's Role as Dual Agent.** If Firm serves as agent for both Seller and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Seller and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and buyer. Seller understands and acknowledges that:

(1) Prior to the time dual agency occurs, Firm will act as Seller's exclusive agent;

(2) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;

(3) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts. Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(c) **Seller's Role.** Should Firm become a dual agent, Seller understands and acknowledges that:

(1) Seller has the responsibility of making Seller's own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;

(2) Seller is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;

(3) Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;

(4) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller shall have a duty to protect Seller's own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Seller wants included in said agreement.

(d) **Authorization (initial only ONE).**

_____ Seller authorizes the Firm to act as a dual agent, representing both the Seller and the buyer, subject to the terms and conditions set forth in Paragraph 13.

_____ Seller desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Seller does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(e) **Designated Agent Option (Initial only if applicable).**

_____ Seller hereby authorizes the Firm to designate an individual agent(s) to represent the Seller. The individual designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

NOTE: When dual agency arises, an individual agent shall not practice designated agency and shall remain a dual agent if the individual agent has actually received confidential information concerning a buyer client of the Firm in connection with the transaction or if designated agency is otherwise prohibited by law.

14. **MEDIATION.** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

15. **WIRE FRAUD WARNING.**

IF SELLER'S PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT SELLER PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF SELLER IS UNABLE TO ATTEND CLOSING, SELLER MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR SELLER BY THE CLOSING ATTORNEY. AT A MINIMUM, SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO SELLER INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT SELLER'S CONTACT IS LEGITIMATE, SELLER SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, SELLER'S REAL ESTATE AGENT OR ANYONE ELSE.

Individual agent initials 

Seller initials 

Seller acknowledges and understands that there are risks associated with wire transfers that are not within the reasonable control of Firm, and Seller hereby agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by gross negligence of Firm or Firm's agents arising directly or indirectly out of any wire transfer Seller sends or receives/was to receive in connection with any real estate transaction in which Firm represents Seller.

16. ENTIRE AGREEMENT/CHANGES/TERMINATION. This Agreement constitutes the entire agreement between Seller and Firm and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. All changes, additions, or deletions to this Agreement must be in writing and signed by both Seller and Firm. Seller acknowledges and understands that this Agreement constitutes a binding contract between Seller and Firm. Although Seller may at any time withdraw from the fiduciary relationship existing between Seller and Firm, the contract created by this Agreement may not be terminated by Seller or Firm prior to its Expiration Date without legally sufficient cause. Any such termination shall be by mutually-acceptable written agreement signed by both Seller and Firm.

Seller and Firm each acknowledge receipt of a signed copy of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller: Town of Granite Quarry _____
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Seller: William D FEATHER Mayor [Signature] 10-72-18
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Firm: Select Properties of the Carolinas Phone: (704) 640-7647
Print Real Estate Firm Name

By: [Signature] 199002 09/20/2018
Individual Agent Signature Individual License Number Date

Office Address: 430 Skysail Rd, Salisbury, NC 28146

Office Phone: (704) 640-7647 Fax: (704) 749-8846 E-mail: victorpoplinjr@bellsouth.net



**STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
Buyer Initials _____ 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials _____ 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials _____ 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials _____ 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials _____ 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials _____ 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 316 S Main Street , Granite Quarry, 28072

Owner's Name(s): Town of Granite Quarry

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: *Walt Smith* MAJOR Town of Granite Quarry Date 10-12-12

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 7E

Summary

To transfer funds from Fund Balance Appropriated (01-3991-99) in the amount of \$1,500 to Parks and Maint. & Repairs – Bldgs. & Grounds (01-6130-24) for the Eagle Scout Projects at the Legion Building and Civic Park.

Attached is the subsequent budget amendment (#15) to do so.

Attachments

A. Budget Amendment #15

Action Requested

Motion to approve Budget Amendment #15 as presented.

Budget Amendment #15

Motion Made By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Second By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

For:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Against:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

In case of tie:

Mayor Bill Feather

For

Against



**FISCAL YEAR 2018-2019
BUDGET AMENDMENT REQUEST #15**

May 6, 2019

PURPOSE: To transfer funds from Fund Balance Appropriated (01-3991-99) in the amount of \$1,500 to Parks Maint & Repairs – Bldgs. & Grounds (01-6130-24) for the Eagle Scout Projects at the Legion Building and Civic Park.

TRANSFER FUNDS FROM:

General Ledger Acct. # and Description	Amount
01-3991-99 Fund Balance Appropriated	\$ 1,500
TOTAL	\$ 1,500

ADD FUNDS TO:

General Ledger Acct. # and Description	Amount
01-6130-24 Parks Maint. & Repair – Bldg. & Grounds	\$ 1,500
TOTAL	\$ 1,500

The above Budget Amendment was approved / denied by the Manager or Board on _____.

William Feather, Mayor

Shelly Shockley, Finance Officer

Agenda Item Summary

Regular Monthly Meeting

May 6, 2019

Agenda Item 7F

Budget Amendment #16

Summary

At the February planning retreat, the Board recommended adding a handrail to the proposed steps project at Granite Lake Park and amended the estimated cost of the project to \$2,500.

Attached is the subsequent budget amendment (#16) to do so.

It would transfer \$3,365 from Park Shelter Rentals Revenue (01-3834-41) to Parks Maint & Repairs – Bldgs & Grounds (01-6130-24) for the replacement of the steps with handrail at Granite Lake Park, and for railroad ties at the Civic Park.

Currently there are no standards written for parks’ improvements. PERC has just begun studying each of the parks. Design guidelines would be a natural part of any resultant Master Plans they may develop.

Maintenance recommends installing wooden handrails that match nearby existing ones. This would provide an effective and attractive handrail for this project, while keeping the construction cost low in case design guidelines are drawn up in the relatively near future that might set a different standard style or material to adhere to after that time.

Attachments

A. *Photo of the steps project location and the proposed matching handrail*

B. *Budget Amendment #16*

Action Requested

Motion to approve Budget Amendment #16 as presented.

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFavers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against



B1 – Photo of the Granite Lake Park Steps Project Location



B2 – Photo of the proposed matching handrail



**FISCAL YEAR 2018-2019
BUDGET AMENDMENT REQUEST #16**

May 6, 2019

PURPOSE: To transfer funds from Park Shelter Rentals Revenue (01-3834-41) in the amount of \$3,365 to Parks Maint & Repairs – Bldgs. & Grounds (01-6130-24) for the replacement of the steps at Granite Lake Park and railroad ties at the Civic Park.

TRANSFER FUNDS FROM:

General Ledger Acct. # and Description	Amount
01-3834-41 Park Shelter Rental Revenues	\$ 3,365
TOTAL	\$ 3,365

ADD FUNDS TO:

General Ledger Acct. # and Description	Amount
01-6130-24 Parks Maint & Repair - Bldg & Grounds	\$ 3,365
TOTAL	\$ 3,365

The above Budget Amendment was approved / denied by the Manager or Board on _____.

William Feather, Mayor

Shelly Shockley, Finance Officer

RESOLUTION NO. 2019-11

A RESOLUTION AUTHORIZING THE MAYOR, THE MAYOR PRO-TEM, THE FINANCE OFFICER, AND ALDERMAN COSTANTINO TO SIGN REQUISITIONS FOR PAYMENT ON BEHALF OF THE TOWN OF GRANITE QUARRY FOR THE INDUSTRIAL DEVELOPMENT FUND (UTILITY ACCOUNT) GRANT TO ASSIST IN THE EXTENSION OF THE SEWER AT GRANITE INDUSTRIAL PARK

WHEREAS, the Town of Granite Quarry is the recipient of a Two Hundred Eight Thousand Three Hundred Fifty dollars (\$208,350) Industrial Development Fund (Utility Account) grant to assist in the extension of the sewer at Granite Industrial Park; and

WHEREAS, the North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), has requested a Board Resolution authorizing individuals to sign Requisition for IDF Funds forms (Grant Number U-501); and

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

William D. Feather, Mayor
Jim LaFevers, Mayor Pro-Tem
Shelly Shockley, Finance Officer
Jim Costantino, Alderman

to act on behalf the Town of Granite Quarry in entering into any agreement with the North Carolina Department of Commerce; and to sign for and perform any and all responsibilities in relation to such agreement.

Section 1.

This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 6TH DAY OF MAY 2019.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC

CERTIFICATION

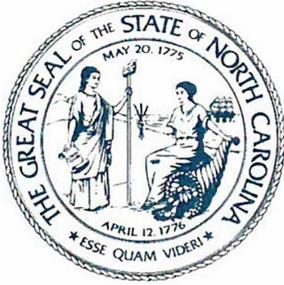
I, the undersigned, do hereby certify:

1. That I am the duly appointed Town Clerk of Granite Quarry, North Carolina; and
2. That the foregoing constitutes a Resolution of the Board of said the Town of Granite Quarry, as duly adopted at a meeting of the Board of Aldermen thereof, held on the 6th day of May, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said corporation, this ____th day of May, 2019.

Tanya Maria Word, CMC
Town Clerk
Town of Granite Quarry

*(AFFIX YOUR
CORPORATE SEAL
HERE)*



ROY COOPER
Governor

ANTHONY M. COPELAND
Secretary

KENNY FLOWERS
Assistant Secretary

April 22, 2019

The Honorable William D. Feather
Mayor, Town of Granite Quarry
P.O. Box 351
Granite Quarry, NC 28072-0351



Dear Mayor Feather:

SUBJECT: Industrial Development Fund: **Grant Award, \$208,350**
Grant Number: **U-501**
Project: **Granite Industrial Park Sewer Project**

It is my pleasure to notify you that the Town of Granite Quarry has been awarded a \$208,350 Industrial Development Fund (Utility Account) grant to assist in the extension of sewer at Granite Industrial Park. It is our understanding that once completed, the town believes the additional acreage served by sewer will be significantly more attractive to perspective businesses.

Everyone involved in the development of this project is to be congratulated. We commend the Town of Granite Quarry for its economic development efforts and look forward to working with you on the implementation of the project. If you have any questions regarding this grant award, please contact Mark N. Poole at (919) 814-4616 or mpoole@nccommerce.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Flowers".

Kenny Flowers
Assistant Secretary, Rural Economic Development

INSTRUCTIONS FOR COMPLETING SIGNATORY FORM AND CERTIFICATION

1. Indicate name and address of the recipient.
2. Two authorized signatures shall be required on all Requisitions for IDF Funds forms. The Rural Economic Development Division will check the signatures on each requisition form to see that they match the authorized signatures on the Signatory Form and Certification. Only the signatures of persons shown on the Signatory Form and Certification will be accepted.
3. To allow for flexibility in making requisitions, it is recommended that four (4) authorized signatures appear on the Signatory Form and Certification. Local governments may choose one of two options in completing the Certification. If the local government chooses to use the first option, the chief elected official or chief finance officer must sign the form as the certifying officer. As signing as the certifying official, the chief elected official or chief finance officer certifies that: 1) the signatures are authentic and 2) that the persons designated as signatories are authorized to sign requisitions for payment. ***If the chief elected official or chief finance officer is the certifying official, that person may not also be an authorized signature.***

If the recipient wishes to have both the chief elected official and the chief finance officer sign requisitions for payment, the recipient must select the second option for certification. In this case, the governing board must pass a resolution authorizing sufficient persons to act as signatories. In addition, an individual who is not designated as a signatory must certify the authenticity of the authorized signatures. Anyone who knows all of the persons authorized to sign requisitions may sign as the certifying officer. Another local government staff person or member of the governing body is recommended.
4. If the recipient wishes to change the persons authorized to sign Requisitions for IDF Funding forms, then a new Signatory Form and Certification must be submitted to the Rural Economic Development Division.
5. No erasures or corrections may appear on the Signatory Form and Certification.

SIGNATORY FORM AND CERTIFICATION		
Recipient Name _____	IDF Grant Number _____	
Address _____ _____		
Signatures of individuals authorized to sign Requisitions for IDF Funds forms. (Two signatures required on such regulation)		
_____ (Signature)	_____ (Typed Name)	_____ (Typed Title)
_____ (Signature)	_____ (Typed Name)	_____ (Typed Title)
_____ (Signature)	_____ (Typed Name)	_____ (Typed Title)
_____ (Signature)	_____ (Typed Name)	_____ (Typed Title)
CERTIFICATION		
1. <input type="radio"/> I certify that the signatures above are of the individuals authorized to sign Requisition for IDF Funds form for the above recipient.		
_____ (Signature of Certifying Official)		_____ (Typed Title)
2. <input type="radio"/> The governing board has passed a resolution authorizing the persons above to sign Requisition for IDF Funds forms for the above recipient. A Copy of the resolution is attached.		
I certify that the signatures above are those of individuals authorized by resolution of the governing board of the recipient to sign Requisition for IDF Funds forms.		
_____ (Signature of Certifying Official)		_____ (Typed Title)

RURAL ECONOMIC DEVELOPMENT GRANT AGREEMENT -
INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the Town of Granite Quarry (the “Governmental Unit” and, together with Commerce, the “Parties”) for a grant (the “Grant”) from the Industrial Development Fund Utility Account (“Utility Account”). The application (“Application”) filed by the Governmental Unit for the Grant.

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by affording grants to local governmental units in the State’s economically distressed counties to construct or improve new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines or facilities or transportation infrastructure for existing or new or proposed buildings, subject to the applicable requirements of N.C.G.S. §§143B-437.01, 143B-472.127, 143B.143.128 and 04 NCAC 01I.0101; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly empowered the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such Utility Account grants, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the Rural Authority has approved and awarded the Grant: (1) based on the terms, conditions, representations, commitments, maps, schedules and other submissions in the Application and any subsequent materials supporting the Application that have been approved of by Commerce in writing, all of which are incorporated by reference herein as Exhibit A to this Grant Agreement; (2) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and (3) for the anticipated creation of certain jobs resulting from the construction or improvement of new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines or facilities or transportation infrastructure for existing or new or proposed buildings (altogether, the “Project,” as summarized in the Preliminary Engineering Report (“PER”) submitted with the Application).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Agreements to be Executed.

- (a). As conditions of the Grant and prior to Commerce's release of any Grant funds:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. Two signatory forms are executed and one is returned to Commerce;
 - iii. Copies of the award letters regarding all other funding sources that are participating in the Project; and

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or other infrastructure improvement or the PER. Prior to implementing a proposed Project Change, the Governmental Unit shall submit it to Commerce for review. The failure of the Governmental Unit to do so will subject it to the penalties and remedies set forth in Paragraph 14(b) of this Grant Agreement, unless Commerce (in its sole discretion) expressly waives this requirement of pre-implementation review in writing. In any event, there shall be no Project Changes unless expressly approved of by Commerce in its sole discretion in a separate, written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on April 22, 2019 ("Effective Date") and shall terminate on April 21, 2021 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by Commerce.

4. Funding and Administrative Expenses.

- (a). The Rural Authority grants to the Governmental Unit an amount not to exceed **\$208,350** for Project expenditures. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Governmental Unit determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce and return any surplus Grant funds it has received to Commerce.
- (b). The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds.
- (c). Without limitation and as determined by Commerce in its sole discretion, eligible expenditures incurred after the date of the Grant award may include those expenditures specified in 04 NCAC 01I .0102(a)(12)(C). Additionally, the Governmental Unit may use up to two percent (2%) of the Grant amount, if necessary, to verify that the Grant funds are used only in accordance with law and to otherwise administer the Grant.
- (d). Eligible expenditures do not include land-acquisition costs or costs for the construction of new buildings. Commerce retains the sole discretion to determine what additional expenditures are ineligible for Grant funding.
- (e). In the event local funds are committed to the Project, Grant funds must be drawn on a pro-rata basis with the local funds.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third-party employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to

employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days after the Termination Date.
8. Project Records.
 - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
 - (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Grant Agreement and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
9. Monitoring, Reports and Auditing.
 - (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that all performance goals are being achieved.

- (b). The Governmental Unit shall furnish Commerce such detailed written progress reports as Commerce may request in its sole discretion. Such reports should describe the progress made by the Governmental Unit toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date may result in the withholding, at Commerce's sole discretion, of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree its established objectives were met and the difficulties encountered, what was changed and the cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.
- (f). The Governmental Unit shall provide Commerce with a copy of all agreements governing incentives it has received for the Project from all

North Carolina State and local sources, and shall provide periodic updates to Commerce regarding the amount of incentives actually received.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving, as applicable, the Governmental Unit written notice specifying the Termination Date of this Grant Agreement, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date of this Grant Agreement, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from its implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit, the Indemnified Parties or of any third party, or of any of their

agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement, the validity or enforceability of this Grant Agreement, or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (f). The Governmental Unit shall comply with all applicable environmental laws, rules, regulations and requirements and this Grant Agreement is made contingent upon a certification from the North Carolina Department of Environment and Natural Resources that the proposed project will not have a significant adverse effect on the environment.

13. Additional Repayment Requirements and Remedies.
- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
 - (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 9, 10(a), 12 of this Grant Agreement.
14. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

16. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the State, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in this Grant Agreement without the prior written consent of Commerce; provided, however, that claims for money due to the Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.
- (f). Obligations of Recipient with respect to Certain Third Party Relationships. Commerce shall hold the Governmental Unit responsible for complying

with the provisions of this agreement even when the Governmental Unit designates a third party or parties to undertake all or any part of the Project.

17. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: Mark N. Poole
301 N. Wilmington Street
4318 Mail Service Center
Raleigh, NC 27699-4318

If to the Governmental Unit: Attn: The Honorable William D. Feather
Mayor, Town of Granite Quarry
P.O. Box 351
Granite Quarry, NC 28072-0351

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

18. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
19. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
20. Construction, Jurisdiction and Venue. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina. The Governmental Unit agrees and submits, solely for matters concerning this Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Grant Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.
21. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental Unit accompanying this Grant Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement under seal as of the date first above written.

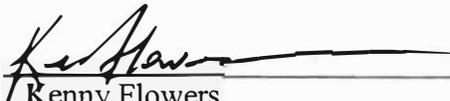
Town of Granite Quarry

By: _____ [SEAL]

Title: _____

Date: _____

North Carolina Department of Commerce

By:  _____ [SEAL]
Kenny Flowers

Title: Assistant Secretary, Rural Economic
Development Division

Date: 4/22/19

Agenda Item Summary

Regular Monthly Meeting

May 6, 2019

Agenda Item 7G

Summary

For the FY18/19, \$10,299 was requested for a Veterans Memorial area. Of that, the monument itself was quoted at \$6,350. The final budget shows a total of \$6,146 was budgeted to go toward ordering the monument within this fiscal year.

Staff secured an update to the quote in February 2019. The updated cost of the monument was **\$6,564**. Estimated time of completion is ~6 months.

If the Board decides to move forward with the order as proposed, a budget amendment for the additional \$418 is attached.

Attachments

A. Proposed Monument Design

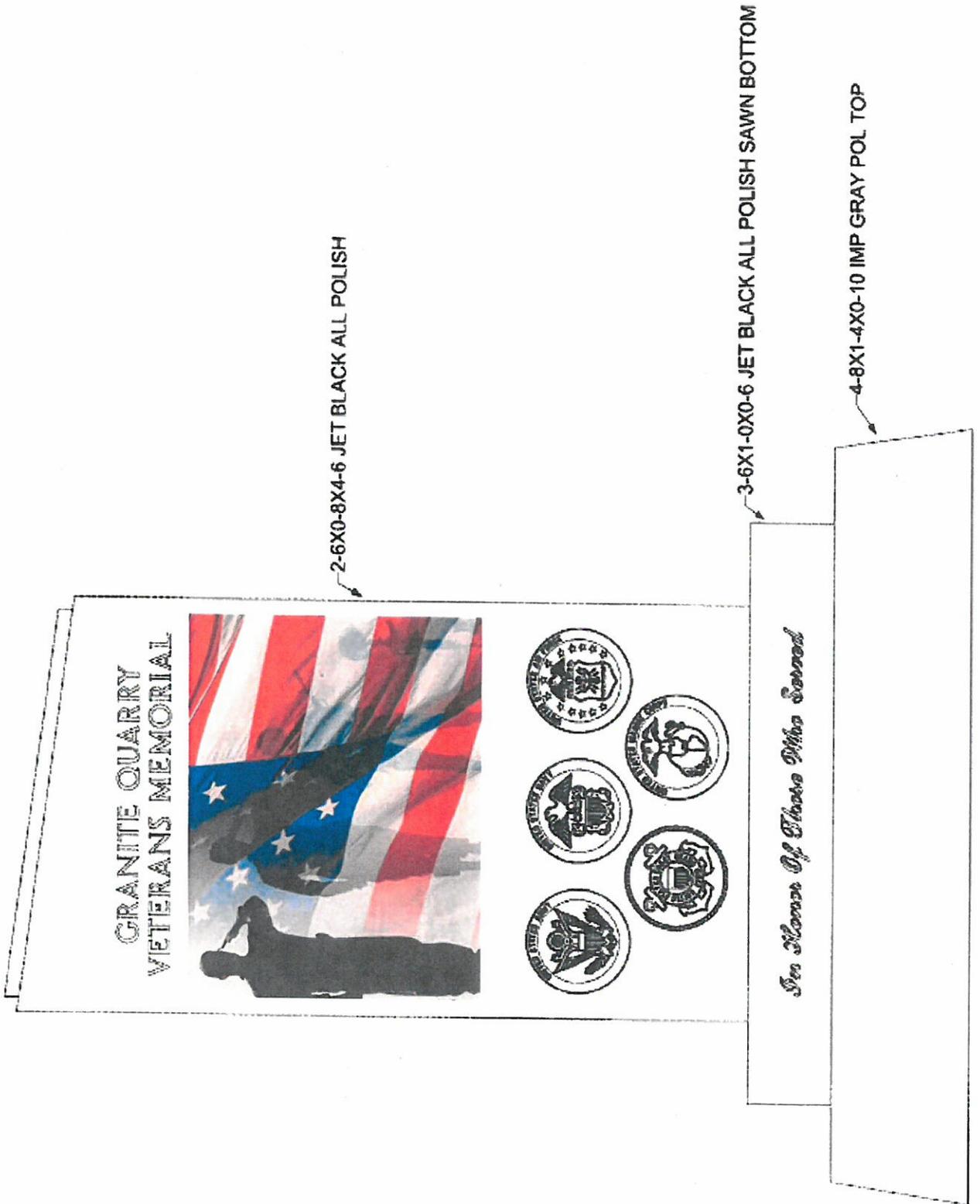
B. Budget Amendment #17

Action Requested

Motion to approve Budget Amendment #17, and to order the Veterans Monument as presented at a cost of \$ 6,564.

Veterans Memorial Monument

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





**FISCAL YEAR 2018-2019
BUDGET AMENDMENT REQUEST #17**

May 6, 2019

PURPOSE: To transfer funds from Fund Balance Appropriated (01-3991-99) in the amount of \$418 to Maintenance Cap Outlay – Veteran Memorial (01-4190-53) for the cost of the Veteran’s Memorial Monument over what was budgeted in FY 18-19.

TRANSFER FUNDS FROM:

General Ledger Acct. # and Description	Amount
01-3991-99 Fund Balance Appropriated	\$ 418
TOTAL	\$ 418

ADD FUNDS TO:

General Ledger Acct. # and Description	Amount
01-4190-53 Maintenance Cap Outlay – Veteran Memorial	\$ 418
TOTAL	\$ 418

The above Budget Amendment was approved / denied by the Manager or Board on _____.

William D. Feather, Mayor

Shelly Shockley, Finance Officer

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 7H

Summary

The Police Department is requesting to dispose of one 2014 Ford sedan police vehicle. The vehicle has a major engine failure (cracked engine block) and is too costly to repair.

Attachment

Memorandum from Chief Cook requesting disposal.

Action Requested

Motion to approve of disposal and place on GovDeals for sale.

**Request to Dispose of Property -
Police Department**

Motion Made By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Second By:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

For:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

Against:

Jim Costantino
Kim Cress
Jim LaFevers
John Linker

In case of tie:

Mayor Bill Feather

For
Against



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



To: Granite Quarry and Faith Town Boards
From: Chief Mark Cook
Date: 04/22/2019
Ref: Request to Surplus Property; Police Vehicle

The Police Department is requesting to dispose of one 2014 Ford sedan police vehicle. The vehicle has a major engine failure (cracked engine block) and is too costly to repair. Upon approval the vehicle will be placed on GovDeals for sale.

2014 Ford Sedan

Vin: 1FAHP2MK2EG124152

Mileage: 72,642

Thank you for your consideration,

Chief Mark Cook

Agenda Item Summary
Regular Monthly Meeting
May 6, 2019
Agenda Item 7I

FY 19/20 Budget Workshop

Summary

The interim town manager respectfully requests that the Board set a date for a budget workshop.

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

Action Requested

Motion to schedule a FY19/20 Budget Workshop for _____ (date) at _____ (time).

Agenda Item Summary

Regular Monthly Meeting

May 6, 2019

Agenda Item 7J

Summary

Lindsey Eller expressed an interest in joining the PERC Committee.

Attachment

Boards and Committees application submitted by Lindsey Eller.

Action Requested

Motion to appoint Lindsey Eller to the PERC Committee.

**Boards and Committees
Appointment - PERC**

Motion Made By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Second By:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

For:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

Against:

- Jim Costantino
- Kim Cress
- Jim LaFevers
- John Linker

In case of tie:

Mayor Bill Feather

- For
- Against



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

BOARDS AND COMMITTEES APPLICATION

NAME Lindsey Eller

ADDRESS 1017 N Salisbury GQ Ave ZIP 28146

PHONE i dont have one but can text PHONE (business or cell) _____
704-754-6391

EMAIL lindseytate08@gmail.com

OCCUPATION Stay at home mom

ARE YOU CURRENTLY SERVING ON A BOARD OR COMMITTEE Yes No

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

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 type="checkbox"/> Planning Board |
| <input checked="" type="checkbox"/> Environmental Committee | <input type="checkbox"/> Revitalization Team |
| <input checked="" 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
2015-16	Slice of Heaven	Manager	Run store
2016-17	Lowe's	WATER OSLC	Water plants, etc.



Town of Granite Quarry
Office of the Mayor

Proclamation

“National Day of Prayer”

Whereas, the 68th observance of the National Day of Prayer was held on Thursday, May 2, 2019, with the theme “Love One Another” based on John 13:34, “A new commandment I give unto you, that ye ‘love one another’; as I have loved you, that ye also love another.”; and

Whereas, a National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved it as a Joint Resolution, “That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which all the people of the United States may turn to God in prayer and meditation at places worship, in groups and as individuals”; and

Whereas, the United States Congress, in 1988 by Public Law 100-307, as amended, establishes, “An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated,” and

Whereas, leaders and citizens of our communities, cities, states and nations are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from the Almighty God; and

Whereas, the citizens of Granite Quarry recognize the importance of the freedom to gather in prayer, exercising reliance on God’s power in the face of present challenges and threats, asking for His blessing on every individual in our town; and

Now, Therefore, I, WILLIAM D. FEATHER, by virtue of the authority vested in me as Mayor of the town of Granite Quarry, North Carolina, do hereby proclaim that May 2, 2019 be recognized as the 2019 National Day of Prayer.

Duly adopted this the 6th day of May, 2019.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC



Town of Granite Quarry
Office of the Mayor

Proclamation

“National Police Week”

Whereas, dedicated law enforcement officers work with courage and commitment in protecting citizens and neighborhoods against crime, violence and terrorism, and we rely on them for the safety and well-being of ourselves and our families; and

Whereas, since the first recorded police death in the United States in 1791, there have been 21,541 names of law enforcement officers engraved on the walls of the National Law Enforcement Officers Memorial located at Judiciary Square in Washington, D.C.; and

Whereas, in 1962, the late United States President John F. Kennedy signed into law a bill proclaiming May 15th of each year to be named as *Peace Officers Memorial Day* and the week in which it falls as *Police Week*, a time of mourning for police officers killed in the line of duty and recognition of others who were injured protecting our citizens from harm; and

Whereas, the members of our law enforcement agency of Granite Quarry play an essential role in safeguarding the rights and freedom of our town; and

Whereas, throughout our nation, approximately 900,000 sworn law enforcement officers will participate in this official period of mourning.

Now, Therefore, I, WILLIAM D. FEATHER, Mayor of the Town of Granite Quarry, North Carolina call upon our citizens and all patriotic, civic, and educational organizations to observe the week of May 12 – 18, 2019 as **National Police Week** recognizing all law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

I further call upon all citizens to observe May 15, 2019 as “Peace Officers’ Memorial Day” to honor our law enforcement officers who have the ultimate sacrifice in service to their community or have been disabled in the performance of their duties, and let us recognize and pay respect to the survivors of our fallen heroes.

Duly adopted this the 6th day of May, 2019.

William D. Feather, Mayor

ATTEST:



Town of Granite Quarry
Office of the Mayor

Proclamation

Whereas, mental health is an essential part of overall health, and it is vital that each individual has equal opportunity for early access to screening, assessment and referral to treatment, and individuals with mental illness and their families need to stay informed so that they can exercise choice over their care decisions; and

Whereas, mental illness including major depression, schizophrenia, and disorders such as bipolar, obsessive, compulsive, severe anxiety, borderline personality and post-traumatic stress affects approximately one in four people worldwide at some point in life, and it touches all ages, genders, races and nationalities in every community; and

Whereas, lack of available mental health treatment can increase and complicate an individual's symptoms, and could lead to chronic medical conditions, unnecessary disability, unemployment, substance abuse, homelessness, inappropriate incarceration, and suicide; and

Whereas, effective methods for reducing the stigma and isolation associated with mental illness are accomplished by building awareness and understanding of mental illness, increasing access to treatment and ensuring families who are struggling know that they are not alone in their journeys; and

Whereas, annually Mental Health Month is observed during the month of May to raise awareness about mental illness, the importance of early detection and accurate diagnosis, and to reduce the stigma and misunderstandings associated with mental illness.

Now, Therefore, I, WILLIAM D. FEATHER, by virtue of the authority vested in me as Mayor of the town of Granite Quarry, North Carolina, do hereby proclaim May 2019 as

“MENTAL HEALTH MONTH”

Duly adopted this the 6th day of May, 2019.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC