



**TOWN OF GRANITE QUARRY  
BOARD OF ALDERMEN MEETING  
June 4, 2018 • 7:00 P.M.**

- 1. CALL TO ORDER – Mayor Feather**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF THE AGENDA**
- 5. APPROVAL OF THE CONSENT AGENDA**
  - a. Approval of the Minutes**
    - Regular Meeting Minutes – May 7, 2018
    - Board Recessed Minutes – May 17, 2018
  - b. Departmental Reports** (*Reports in Board packet*) **{Minus Fire Department}**
  - c. Financial Reports**
- 6. CITIZEN COMMENTS** (*All comments are limited to 6 minutes. No sharing of minutes with other citizens*)
- 7. GUESTS AND PRESENTATIONS**
- 8. FIRE DEPARTMENT REPORT**
- 9. PUBLIC HEARINGS**
  - a. Public Hearing to receive public comments on the approval authorization and execution of the State Grant Application of on behalf of Cold Storage.  
**ACTION NEEDED:** To adopt **Resolution NO. 2018-03** approving Support and Authorize Execution of State Grant Application on behalf of Cold Storage

- b. Public Hearing to receive public comment concerning amendments of the Town's Uniform Development Ordinance adding Appendix A- Downtown Design Guidelines and Requirements.  
**ACTION NEEDED:** Amendment to Uniform Development Ordinance; Adoption of **Appendix A – Building Design Guidelines and Requirements** related to Downtown Development.
- c. Public Hearing to receive public comment concerning amendments of the Town's Uniform Development Ordinance amending Section 10.1.7 concerning cul-de-sacs in industrial parks.  
**ACTION NEEDED:** Amendment to Uniform Development Ordinance; Amend Section 10.1.7 adding Item D, concerning **cul-de-sacs in industrial parks**.
- d. Public Hearing to receive public comment concerning amending Section 9-33 of the Town's Code of Ordinances concerning construction mud on public streets.  
**ACTION NEEDED:** Amendment to Code of Ordinances; Chapter 9, Section 9-33, add Item 12, declaring **construction mud and debris** tracked into public streets to be a nuisance.
- e. Public Hearing to receive public comment amending Section 4.6.4 and Table 3.3 concerning Electronic Gaming Operations.  
**ACTION NEEDED:** Amendment to Uniform Development Ordinance; Amending Section 3.3 Table of Uses and Section 4.6.4 Special Restrictions to allow **Electric Gaming** in the Town of Granite Quarry.

## 10. TOWN MANAGER'S UPDATE

- a. Faith Road Athletic Field Update
- b. Maintenance – Purchasing Handheld Radios

## 11. OLD BUSINESS

- a. **DISCUSSION ITEM** – Marsy's Law

## 12. NEW BUSINESS AND ACTION ITEMS

- a. **RESOLUTION NO. 2018-04 – Audit Contract – Eddie Carrick, CPA**  
**ACTION NEEDED:** Authorizing the Town Manager to enter into an Audit Contract with Eddie Carrick, CPA for the fiscal year ending June 30, 2018.
- b. **RESOLUTION NO. 2018-05 – American Red Cross Facility Use Agreement**  
**ACTION NEEDED:** Authorizing the Town Manager to enter into a five-year Facility Use Agreement with the American Red Cross to permit the American Red Cross to use and occupy the Town Hall on a temporary basis to conduct emergency, disaster-related activities.
- c. **RESOLUTION NO. 2018-06 – Benchmark CMR, Inc. Code Enforcement Agreement**  
**ACTION NEEDED:** Authorizing the Town Manager to enter in agreement with Benchmark CMR, Inc for Code Enforcement Services for the fiscal year 2018-2019.

- d. **RESOLUTION NO. 2018-07** – Chamberlain Exterminators, LLC Agreement  
**ACTION NEEDED:** Authorizing the Town Manager to enter in a one-year agreement with Chamberlain Exterminators, LLC for services at the Municipal Building and Civic Park.
- e. **Budget Amendment Request #18**  
**ACTION NEEDED:** To transfer funds from Fund Balance Appropriated (01-3991-99) to Administration Contracted Services (01-4120-60) and Police Department Contracted Services (01-4310-60) for the Server Upgrade to support FMS (Financial Management Software) and the installation of the phone system. Funds were approved in the last Fiscal Year, however, funds were not allocated.
- f. **Budget Amendment Request #19**  
**ACTION NEEDED:** To recognize the receipt of \$800 donated to the Police Department by the Granite Quarry Civitans Club. The Police Department is requesting the transfer of funds from Police Miscellaneous Revenue (01-3431-89) to C.O. Equipment (01-4310-55) for the purchase of bulletproof vests.
- g. **Budget Amendment Request #20**  
**ACTION NEEDED:** To recognize the receipt of \$200 from Teen Court for retributions to damage done at the Granite Civic Park. The Maintenance and Police Department request these funds be transferred from Miscellaneous Revenue (01-3413-89) to Community Projects (01-4120-50) for the proposed Veterans Memorial.
- h. **Budget Amendment Request #21**  
**ACTION NEEDED:** To transfer funds from Park Shelter Rentals-Maint (01-3834-41) to Parks Utilities (01-6130-33) to cover account overspent due to previous coding errors.
- i. **Budget Amendment Request #22**  
**ACTION NEEDED:** To transfer funds from Board Contingency (01-4110-97) to Administration Contracted Services (01-4120-60) for the remaining balance of the survey to Town Property by Shulenburg and Office Expense (01-4120-26) for the scholarship to Western Carolina University on behalf of Zach Huddleston and Sponsorship to the Rowan County Opioid Forum.
- j. **PROCLAMATION – Graham Corriher**

### 13. BOARD COMMENTS

### 14. MAYOR’S NOTES – Announcements and Date Reminders

- a. **CCOG Executive Board Meeting** – Wednesday, June 13 @ 6:00 P.M.
- b. **Planning Board Meeting** – Monday, June 11 @ 5:30 P.M. @ Town Hall
- c. **Parks and Recreation Committee Meeting** – Monday, June 18 @ 5:30 P.M.
- d. **Revitalization Team Meeting** – Tuesday, June 19 @ 3:30 P.M.
- e. **Cabarrus-Rowan MPO Transportation Advisory Committee** – Wednesday, June 27 @ 5:30 P.M. @ Kannapolis City Hall

- f. **Kid's Fish 4 Fun** – Saturday, June 23 @ Granite Lake Park 10:00 A.M. – 12:00 P.M.

**15. MAYOR'S ACTION**

a. **Set A Public Hearing:**

Set a public hearing to hear public comment on the proposed Budget Ordinance for FY 2018-2019 for Monday, June 25, 2018 at 3:00 P.M.

b. **Closed Session:**

**A motion is needed as follows: To go into closed session pursuant to N.C. General Statute Section 143-318.11(a)(3) for property.**

**A motion is needed as follows: To come out of closed session pursuant to N.C. General Statute 143-319.11(a)(3) for property.**

c. **Recess Meeting:**

**A motion is needed as follows: To recess the meeting to reconvene at 4:00 P.M. on Wednesday, June 6, 2018 at Town Hall pursuant to N.C. General Statute Section 160A-71 for the 2018-2019 Budget.**



**TOWN OF GRANITE QUARRY  
BOARD OF ALDERMEN MEETING MINUTES  
Monday, May 7, 2018**

**Present:** Mayor Bill Feather, Mayor Pro Tem Jim LaFevers, Alderman Jim Costantino, Alderman John Linker, and Alderman Kim Cress

**Staff:** Mr. Phil Conrad – Town Manager, Ms. Tanya Word – Town Clerk/HR Officer, Mr. Scott Stewart – Deputy Clerk/Finance/HR Analyst, Mr. Jason Hord – Maintenance Supervisor, Ms. Shelly Shockley – Finance Analyst/Event Coordinator, Mr. Steve Blount – Town Planner, Mr. Bill Fraley, Mr. Mark Cook – Police Chief, Mr. Graham Corriher – Town Attorney

**Guests:** There were fifteen guests present.

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

**Moment of Silence:** Mayor Feather opened the meeting with a moment of silence.

**Pledge of Allegiance:** Zach Huddleston led the Pledge of Allegiance.

**Approval of the Agenda:**

**ACTION:** Alderman Linker made a motion to approve the agenda as presented with the addition of a Board Discussion section being added to future agendas. Alderman Costantino seconded the motion. The motion passed with all in favor.

**Approval of the Consent Agenda:**

**ACTION:** Alderman Linker made a motion to approve the consent agenda. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

**Special Presentation – Proclamation Presentation to Mr. Zach Huddleston**

Mayor Feather presented a Proclamation thanking him for Zach Huddleston for service in the community. Mr. Huddleston will graduate on June 8, 2018 from Gray Stone Day School and has received early acceptance into Western Carolina University's Honor College. Mayor Feather proclaimed June 8, 2018 as Zach Huddleston Day and presented a Key to the Town of Granite Quarry to Mr. Huddleston.

**Citizen Comments:**

Jason Smith of 408 S. Salisbury Avenue, Granite Quarry, presented a citizenship award to Elliott Mathis on behalf of F&M Bank and The Hot Dog Shack. Mr. Mathis was recognized for his contributions to the landscaping at Erwin Middle School, assistance organizing events for Student Council, and assisting in classrooms at Erwin. Mr. Mathis thanked everyone for the recognition.

**Guests and Presentations**

There were no guest presentations.

**Fire Department Report**

Mr. Bill Fraley presented the Fire Department report. There were 57 calls the previous month. The Fire Department hosted an annual Steak Supper this month, which they hope to build on in future years. After further consideration, the Staffing Grant application has been withdrawn. The Granite Quarry Fire Department does not respond to a high enough volume of structure fires to meet requirements for the grant. The department is now planning to supplement staffing needs with additional hours from part-time staff.

**Public Hearing**

**ORDINANCE NO. 2018-02** – Ordinance amending various sections of the Town of Granite Quarry Uniform Development Ordinance.

Mayor Feather opened the Public Hearing at 7:25 pm. There were no citizens present who wished to speak for or against the Ordinance Amendment. Mayor Feather closed the Public Hearing at 7:26 pm.

**ORDINANCE NO. 2018-03** – Code of Ordinances. To change the words “Davie County” to “Rowan County” in Section 6-65.

Mayor Feather opened the Public Hearing at 7:26 pm. There were no citizens present who wished to speak for or against this wording change. Mayor Feather closed the Public Hearing at 7:26 pm.

Mr. Steve Blount, Town Planner, gave a presentation of recommendations for Text Amendments.

**Section 6.2.2 A.** says, “For wall signs, placard signs, and window signs, the area of the sign shall be the smallest rectangle that can encompass all letters and logos included in the sign.”

This works if the lettering and logos are spelled out in a straight line or in a square that includes multiple lines of text.

Examples:

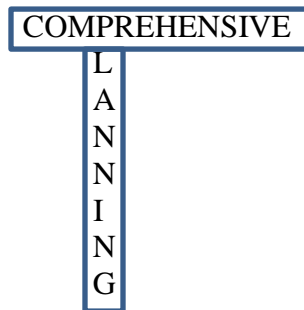
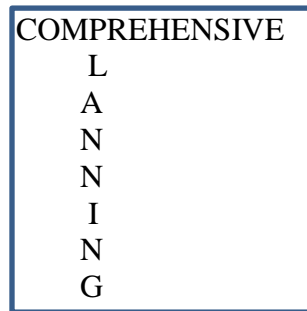


Or



This measurement doesn't work very well for oddly shaped signs.

Example:



The first example would result in a much larger measurement than the second, adding undue restrictions to the sign size. I would suggest revising the UDO text to read as follows:

**6.2.2 A. says, “For wall signs, placard signs, and window signs, the area of the sign shall be the smallest rectangle or set of rectangles that can encompass all letters and logos included in the sign.”**

**ACTION:** Alderman Linker made a motion to approve proposed change to section 6.2.2 A of the Uniform Development Ordinance. Alderman Cress seconded the motion. The motion passed with all in favor.

**Section 15.5** says The Zoning Board of Adjustment is made up of 10 members, 5 living in the town boundaries and 5 living in the town's ETJ. There are also 2 alternates. 15.5.3.B. in a discussion of using the Alternates to fill open positions for the purpose of voting on issues says, “In no case, however, shall *more* than five (5) regular members or combination of regular members and the alternate members be empowered to make motions or vote on any matter that comes before the Board involving this Ordinance.”

**This should be amended to change the word *more* to *less*, to insure at least five members are present to consider important issues.**

**ACTION:** Mayor Pro Tem LaFevers made a motion to approve proposed change to section 15.5 of the Uniform Development Ordinance. Alderman Costantino seconded the motion. The motion passed with all in favor.

In **Section 3.3** the Table of Permitted Uses, under the heading Zoning Districts, we list the various zoning district abbreviations (RR, RL, RM, etc.) horizontally and then mark the various columns below for permitted uses in each classification. To the far right of the Zoning Districts we list “SR”. Because it is in line with the zoning districts it looks like it should be one, but in fact SR stands for Special Requirements.

USES	ZONING DISTRICTS										
<i>Residential Uses</i>	RR	RL	RM	RH	OI	NB	CB	HB	LI	HI	SR

**The letters SR should be moved up one row to be in the same row as the words “Zoning Districts” to avoid confusion.**

USES	ZONING DISTRICTS										SR
<i>Residential Uses</i>	RR	RL	RM	RH	OI	NB	CB	HB	LI	HI	

**ACTION:** Alderman Linker made a motion to approve proposed change to section 3.3 of the Uniform Development Ordinance. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

**Section 10.2.1 A.** states, “All water and sewer service for the Town is furnished by the City of Salisbury and all water and sewer line connection and installation shall be in accordance with Salisbury-Rowan Utility standards and Chapter 17 of the City of Salisbury Code of Ordinances.”

This is not true. Some parts of our Town have sewer service provided by the Town of Faith and it is possible a stand-alone packaged sewer system might be used for a small subdivision. Standards are different for different system operators. Specifically, the Faith system allows sewer lines to be built out of PVC material regardless of where it is located in relation to pavement. SRU allows PVC to be used but does not allow it to be placed under pavement. And as a minor note, the Section in the Salisbury Code of Ordinances has been changed to Section 25.

I would suggest the following rewording to resolve this issue:

**“All water and sewer service for the Town that is furnished by the City of Salisbury shall have all water and sewer line connection and installation be in accordance with Salisbury-Rowan Utility (SRU) standards and Chapter 25 of the City of Salisbury Code of Ordinances. Water and sewer line connection and installation that connect to other systems shall be governed by those systems’ regulations or by specific rulings made by the Town Planner.”**

**ACTION:** Alderman Costantino made a motion to approve proposed change to section 10.2.1 A of the Uniform Development Ordinance. Alderman Linker seconded the motion. The motion passed with all in favor.



**Section 10.1.3**, Street Design has a cross section for a 50' wide residential street. This cross section has a footnote that says, “\*This cross section may only be utilized if each lot has a minimum of three (3) parking spaces, not including garage spaces.”

We have learned from experience that most driveways in small-lot subdivisions only have space for two cars to park in the driveway and two in the garage. Road frontage and lot width do not allow for a third space. We also recognize that while this cross section indicates “(no on-street parking)” that we do not require “no-parking” signs, nor do we enforce this limitation.

The reason for this limitation is to allow adequate road access for emergency vehicles. This could become especially critical if someone were having a party or yard sale and a large number of cars were parked in the street on both sides.

I would suggest the following text amendments to this section to resolve this issue:

**“\*This cross section may only be utilized if each lot has a minimum of two (2) parking spaces, not including garage spaces. Spaces in the driveway must be long enough that the rear of the parked car does not intrude on the sidewalk if required and provided.”**

**ACTION:** Alderman Linker made a motion to approve proposed change to section 10.1.3 of the Uniform Development Ordinance. Alderman Cress seconded the motion. The motion passed with all in favor.

**Section 10.1.4** On-Street Parking says, “On-street parking shall be at least 8 feet wide (to back of curb) and 22 feet long and be marked on the pavement.” This is unrealistic for all but downtown on-street parking spaces. Revise this to say:

**“On-street parking will be allowed on both sides of the road per the above 58’ wide right-of-way cross section. On-street parking will only be allowed on one side of the street on the 50’ wide right-of-way cross section and the property owner/developer will provide signs stating, “no parking this side of road” on one side of the road.**

The Planning Board voted unanimously not to recommend this change. Mr. Blount also recommended not approving this Amendment.

**ACTION:** Alderman Costantino made a motion to follow the advice of the Planning Board and reject the proposed change to section 10.1.4 of the Uniform Development Ordinance. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

**Section 4.2.2 M.**, discussing Swimming Pools at Residences says, “Swimming pools shall be enclosed with a fence of at least 4 feet in height.” Our Zoning Application states that swimming

pools must be located in the rear yard of the residence and that “inground pools” must have a 4’ tall fence.

Revise Section 4.2.2 M., to say,

**“Inground swimming pools shall be enclosed with a fence of at least 4 feet in height. All swimming pools shall be located in the rear yard of the residence.”**

There was discussion by the Planning Board regarding the possibility to include all pools, regardless of type. After consideration, Mr. Blount also recommended approving the change with application to all swimming pools. The Board discussed this change.

**ACTION:** Mayor Pro Tem LaFevers made a motion to approve the proposed change to section 4.2.2 M of the Uniform Development Ordinance with the change that it apply to all swimming pools. Alderman Cress seconded the motion. The motion passed with all in favor.

**Section 6-56** in the Town’s Code of Ordinances refers to, “the Clerk of Superior Court of Davie County...”.

Revise this to say,

**“...the Clerk of Superior Court of Rowan County...”.**

**ACTION:** Alderman Linker made a motion to approve proposed change to section 6-56 of the Granite Quarry Code of Ordinances. Alderman Cress seconded the motion. The motion passed with all in favor.

Graham Corriher, Town Attorney, recommended that a statement of consistency be adopted. The Board discussed a statement of consistency.

**ACTION:** Alderman Costantino motioned that a statement of consistency be adopted per the Town Attorney recommendation; stating that these are technical amendments designed to clarify the Unified Development Ordinance and as such, we reviewed the long-term plan and found these changes to be consistent with the 2020 plan. Alderman Linker seconded the motion. The motion passed with all in favor.

### **Town Manager’s Update**

**Litter Sweep Update:** Mr. Conrad asked Mr. Hord to come forward, stating that they had participated in the NCDOT 2018 Litter Sweep campaign. The group from the Town split up into two teams. Mr. Hord reported that 10 to 12 bags of litter were picked up. Mr. Conrad reported that those involved were planning to participate again; and may do so before the official event next year. Mr. Hord thanked Alderman Linker and Mayor Feather for their participation.

## **Policy and Procedure Update:**

### **Boards and Committee Appointment Process**

Ms. Tanya Word presented an appointment process for appointments to Boards and Committees. The Board was requested to approve Resolution 2018-02, which establishes a Board and Committee Appointment Policy. Mayor Feather added that last year the appointment process was delayed due to hiring of the Clerk. Alderman Linker clarified that this approval was only for the Appointment Process and not for the Handbook for Citizen Boards and Committees.

**ACTION:** Alderman Linker made a motion to approve the Appointment process as presented in Resolution No. 2018-02. Alderman Costantino seconded the motion. The motion passed with all in favor.

### **Information Item – Handbook for Citizen Boards and Committees:**

The Board discussed the Handbook for Citizen Boards and Committees. Both Mayor Feather and Alderman Linker suggested that there would need to be updates in a variety of sections before this would be ready for approval. Alderman Linker stated that he felt there should be a handbook to give to new applicants explaining the responsibilities involved. There were concerns expressed that the vetting process as described could deter volunteers. Ms. Word stated that there was no expectation to vote on approval of the handbook at this point and encouraged the Board to email any comments or suggestions to her as they read through the document further.

## **Old Business**

### **a. Consider Approval of Incentives for Project Wheel**

Mayor Feather mentioned that this request was tabled from the April Board of Aldermen meeting. Alderman Linker asked if anything has changed about the request. Mr. Scott Shelton replied that he had no updates, but they were planning to choose their business location sometime this month.

Alderman Linker asked for restating of exactly what had been requested. Mr. Shelton stated that the original project was a 5-year tax incentive under which they would pay their property taxes and would get 75% of those taxes back as a grant in equal installments over five years. They would have to pay first, then get the money back. Based on the \$11 million investment, the estimate was that the project would generate \$45,925 annually and they would get a tax incentive of \$34,444 with a net gain to the Town of \$11,481 for the first five years. Over a 10-year window, the business would generate about \$229,000 for the Town after incentives are paid out.

Mayor Feather asked Mr. Shelton to refresh the Board on the incentive on the building itself. Mr. Shelton replied that the tax incentive would be for the building and equipment. If they chose the spec building, the building owner would pay the taxes as the landlord. The company paying the rent would get the tax incentive, not the landlord. Mayor Feather

asked what the net effect is for the Town if approving this new incentive. Mr. Shelton expressed that it was an improvement for the Town to get 25% of the taxes paid the first five years, then after that would get the full 100%.

Alderman Linker asked if the clause was still included that stated if the company eliminated 51% or more of their workforce during the first 12-months the agreement would be terminated. Mr. Shelton replied that yes, in that circumstance the agreement would be void, also mentioning that other stipulations could be added.

Alderman Cress asked who monitors the incentive agreement. Mr. Shelton stated that the dollar amount would be on the tax bill. The wage and employment data would be turned in on the NCUI-101 form.

**ACTION:** Alderman Linker made a motion to approve the incentive grant for Project Wheel as presented. Alderman Costantino seconded the motion. The motion passed with all in favor.

**b. Consider Approval of Resolution of Support and Authorize Execution of State Grant Application on behalf of Cold Storage:**

Scott Shelton opened stating that the Cold Storage project began in 2009. The project is expected to generate \$284,000 in new tax revenue over ten years. The company is pledging to create forty new jobs by the second phase of the project. The partners have experience in the frozen food distribution industry and saw a need for modern facilities that meet sanitation and security standards. The company plans to build a 42,000 square foot facility with capacity to hold 3,500 pallets. They plan to double the size of the facility in the second phase approximately two years later.

There are preliminary engineering reports on a necessary project to extend Chamandy Drive and add water lines to the proposed site at an expected cost of \$507,000. Salisbury Rowan Utilities would own the extended water line and the Town of Granite Quarry would own the road extension. In order to reduce costs, it has been requested that the Town apply for an Infrastructure Grant from the Department of Commerce, under which the project should be eligible for \$500,000 in grant funds. This program has a required grant match of 5% (\$25,000) from the municipality who applies for the grant. Alderman Linker asked if Rowan County would be contributing any funds to the project. Mr. Shelton replied that the County may consider a tax incentive for the company.

Mayor Feather asked the Town Attorney if there needs to be a Public Hearing for the matching being requested to extend the road and water line. Graham Corriher replied that if the funds are not going to a company, it should not be necessary to hold a Public Hearing.

**ACTION:** Alderman Linker made a motion to approve the requested match for Rural Economic Infrastructure Grant. Alderman Cress seconded the motion. The motion passed with all in favor.

**c. Survey of Town Property and access to Chamandy Drive**

The property has been surveyed now, so more accurate information is now available. The Board discussed the potential sewer or septic requirements for the property on Chamandy Drive. A septic system would require approval of the Board of Aldermen.

- d. Code Enforcement** – To authorize the Manager to include adequate funding in the upcoming budget to provide staffing needed to create a baseline inventory of code violations in Granite Quarry and proceed with enforcement on approximately four open cases; and (2) once we have a baseline inventory in hand, the Manager and the Code Enforcement Staff will present to the Board a plan to address the identified and future code enforcement issues in the Town.

Mr. Conrad mentioned that the code enforcement issue is a continuation of discussion from the Board Retreat. This is follow-up seeking direction related to Code Enforcement.

Mr. Blount presented that Code Enforcement is an evolving process. Advice had been sought from the Town Attorney regarding enforcement in the ETJ. The Attorney's response was that the Town should not be enforcing ordinances outside the Town. When Mr. Blount presented this back to Rowan County, he was told that the County would not be picking up enforcement in the ETJ due to statutes that state that Public Health Nuisance or Minimum Housing Codes could be enforced by the Town.

Previously Mr. Blount had asked for direction from the Board and funding to enforce four ongoing violations. Since that time, two of these have responded and should require no further enforcement and the other two are in the ETJ, where we are unclear about enforcement at this time.

It also had been suggested that we complete a survey of code violations inside the Town to determine the volume of issues. This would require budgeting of sufficient funds to carry out a survey of all properties in the Town. The Town Manager can present that with approval of the budget.

Mr. Blount asked for direction on how far we want to go with code enforcement, stating that initial communication in the form of conversations or letters does not involve much incurred cost. If necessary, later steps involving Benchmark Planning, the Town Attorney, and cases going to court could be costly with potential to cost thousands of dollars. Direction needs to be given by the Board regarding any pursuit of enforcement in the ETJ. There also should be direction on whether to continue with enforcement as a complaint driven process, or do we want Town staff to work toward identifying code violations.

Mayor Feather suggested that maybe the process could start with inventory of violations inside the Town first. There could also be further communication with Rowan County to determine what will be enforced in the ETJ and by whom. Alderman Linker also recommended gathering the inventory of violations inside Town only, then assess what is needed from a budget to move forward.

**DIRECTION:** By Board consensus there was support expressed for creating an inventory of violations within the Town. Once the items inside Town are identified, looking at issues in the ETJ can be revisited. There also may be consideration given to moving beyond the complaint driven process after an inventory has been compiled.

### **New Business & Action Items**

- a. **Discussion Item** – Richard Luhrs – Update on former Town Property and Sewer Treatment Plant.

Jason Hord presented pictures showing bags of leaves, debris, large granite blocks up to 12' in length, manhole covers / risers, 36" pipe, asbestos and PVC pipe, granite and broken concrete, railroad ties, and water meter extenders on the property.

Mayor Feather stated that the property had been sold to Lonnie Goodman who then transferred the property to Richard Luhrs. When the property was sold, there was an agreement to clean up some things and approximately 100 truck loads of items were removed from the property. Mr. Luhrs has requested assistance with cleaning up the remaining items.

Mr. Luhrs spoke, stating that when he purchased the property the largest notable item was a large volume of shrubbery that covered approximately one quarter of an acre fifteen feet high. That was what the 100 loads of mulch removed consisted of. As Mr. Luhrs has worked to clean up the property, he has run across the other items Mr. Hord described. Particularly, the large granite blocks or "lentils" are too heavy for Mr. Luhrs to move with his tractor. These would be donated to the Town if there is a use for them. He also identified the asbestos pipe and waste sidewalk material. At this point Mr. Luhrs is seeking any assistance available from the Town and states he was unaware of these items presence when he purchased the property 2 ½ years ago.

Alderman Linker asked if there was anything in the agreement when it was sold to Mr. Goodman regarding clean-up of the property. Mr. Luhrs stated that when asbestos was left on a property, he did not think the purchasing owner should not be responsible for it. Alderman Linker suggested that there should be legal research completed on the matter. Mayor Pro Tem LaFevers agreed that there should be legal review; adding that there was an agreement with Mr. Goodman regarding removal of some items, but he does not recall an itemized list. Mayor Feather spoke in agreement that there should be a review of what Town responsibility is before making any decisions. Alderman Cress stated that he thought Salisbury Rowan Utilities would take the manhole covers and risers if they were notified.

**DIRECTION:** By consensus the Board agreed to respond to Mr. Luhrs request for assistance after having time for further review.

- b. **Motion Request** – Staff is requesting a motion to request bids for Auditing firm. Mayor Feather stated that the current firm has been used for several years and it would be prudent to get additional bids at this time.

**ACTION:** Alderman Costantino made a motion that Town Staff collect bids from Financial Auditing Firms. Alderman Linker seconded the motion. The motion passed with all in favor.

- c. **Discussion Item** – Marsy’s Law

Ms. Word explained that a letter was received from Justin Rice regarding House Bill 551. This is a Bill to give victims of violent crime the right to be notified of the release date of their attackers. The Town Attorney added that this was a modification within the State Constitution outlining rights of notification that was recently modified and stated that expressing support or opposition had no effect on whether it becomes law. Mayor Feather suggested that maybe as individuals they should reach out to representatives to express their viewpoints. The Board agreed to table discussion of Marsy’s Law until the June meeting of the Board of Aldermen.

- d. **Discussion Item** – UDO REVISION – To authorize the Manager and his staff to create revisions as needed to the Uniform Development Ordinance to control the use of cul-de-sacs in commercial/industrial developments and then refer these to the Planning Board for review and recommendation to the Board for adoption.

Mr. Blount, Town Planner, presented the following conclusions regarding cul-de-sac use in commercial and industrial areas:

1. Due to the surface damage to the road caused by large, heavy trucks making limited radius turns in a cul-de-sac, they should be avoided if possible in commercial/industrial developments. “No turn around” signs should be posted at the Heilig Road entrance to Chamandy Drive.
2. The current cul-de-sac at the end of Chamandy Drive should be abandoned when/if the road is extended to the Town’s property. Gildan Yarns rear driveway should be configured to access Chamandy at a right angle.
3. No additional curb cuts should be approved into the cul-de-sac regardless of the Chamandy Drive extension.
4. Our UDO has guidelines for driveway separation that will control where and how many driveways will be allowed onto Chamandy Drive. No additional UDO text amendments are needed at this time.

**DIRECTION:** By consensus the Board of Aldermen directed the Planner to conduct further research and present a recommendation from the Planning Board.

- e. **Discussion Item** – ORDINANCE NO. 2018-04 - Code of Ordinances. Amendment to Chapter 9 Environment, Section 9-33, Declaration of Public Nuisance, add Item 12 to the list of Public Nuisances as follows: “12. Dirt and/or Construction Debris on Public Street- It shall be unlawful for the contractor in charge of a construction project, or

lacking said contractor, the property owner on whose land the construction project is taking place, to allow vehicles leaving the site to deposit dust, dirt, mud or construction debris on a public street. Each day after violation notification will constitute a separate violation and will be fined as set forth in the Town's Code of Ordinances and/or Schedule of Fees and Fines.”

**DIRECTION:** By consensus the Board of Aldermen asked for a recommendation from the Planning Board.

- f. Budget Amendment Request #15 - To transfer funds from Fund Balance Appropriated (01-3991-99) to Administration C.O. Equipment (01-4120-55) for Shelving in the Vault. The quote from Schafer Systems International was approved by the Board of Aldermen on July 6, 2017.

**ACTION:** Alderman Linker made a motion to approve Budget Amendment Request #15. Alderman Costantino seconded the motion. The motion passed with all in favor.

- g. Budget Amendment Request #16 – To transfer funds from Surplus Items Sold (01-3835-81) to Police Department C.O. Motor Vehicle Fund (01-4310-54) for the sale of a Police Vehicle sold on GovDeals, in which funds have been received.

**ACTION:** Mayor Pro Tem LaFevers made a motion to approve Budget Amendment Request #16. Alderman Costantino seconded the motion. The motion passed with all in favor.

- h. Consider Approval of Financial Support from the Rowan County Opioid Forum Planning Committee in the amount of \$500

**ACTION:** Alderman Costantino made a motion to approve \$500 in financial support for the Rowan County Opioid Forum Planning Committee. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

- i. **Proclamation** – National Day of Prayer  
Mayor Feather proclaimed May 3, 2018 as a National Day of Prayer.
- j. **Proclamation** – Municipal Clerks Week  
Mayor Feather proclaimed the week of May 6 - 12, 2018 as Municipal Clerks Week.

### **Mayor's Notes**

- Mayor Feather reviewed the upcoming schedule of events.



**Mayor's Action**

**Recess Meeting:**

Alderman Linker made a motion at 9:15 PM to recess the meeting and reconvene at 3:00 PM on May 17, 2018 pursuant to N.C. General Statute Section 160A-71 for review of the 2018-2019 Budget. Alderman Costantino seconded the motion. The motion passed with all in favor.

Respectfully Submitted,

*Scott Stewart*

Deputy Clerk



**TOWN OF GRANITE QUARRY**  
**BOARD OF ALDERMEN – RECESS MEETING MINUTES**  
**May 17, 2018 • 3:00 P.M.**

**Board Members Present:** Mayor Bill Feather, Mayor Pro Tem Jim LaFevers, Alderman Jim Costantino, Alderman John Linker, Alderman Kim Cress.

**Staff:** Mr. Phil Conrad – Town Manager, Ms. Tanya Word – Town Clerk, Mr. Steve Blount – Town Planner, Ms. Shelly Shockley – Finance Analyst / Event Planner

**Visitor:** Ms. Martha Cranford

**Call to Order:** Mayor Feather called the meeting to order and requested a motion to come out of recess.

**ACTION:** Alderman Costantino made a motion at 3:02 P.M. to come out of recess from May 7, 2018. Alderman Linker seconded the motion. The motion passed with all in favor.

**Approval of the Agenda:**

**ACTION:** Mayor Pro Tem LaFevers made a motion to approve the agenda with the addition of Revenue as item A. Alderman Costantino seconded the motion. The motion passed with all in favor.

**FY 2018-19 Budget Planning Session:**

**A. Revenue**

Mr. Conrad introduced Martha Cranford to the Board of Aldermen. Ms. Cranford is Shelly's professor and is the Accounting Department Head at RCCC; and has been assisting with the budget. There have been some line items identified that are not current.

Mayor Feather questioned the 3% increase in revenue to from the previous budget to. The last five years have shown 2.5% increase to the tax base. Ms. Cranford reported that analysis of the previous three years led to showing the 3% increase, also stating that it could be changed to show 2.5%. The Board also reviewed and discussed the individual tax and revenue line items. Mayor Feather also stated that he thought the ordinances needed to be updated to state

the collection of fees for Business Registration with the Town. Mayor Feather also asked about the subdivision zoning fees, which showed \$699 to date. Mr. Conrad stated that this expectation was reduced to match what was occurring.

Mayor Feather asked if we should review the CD accounts that Town money is in due to the current return from those investment. Ms. Cranford stated that it was a good practice to check the rates on that type of account periodically, but not every year. The Town accounts have varying maturity dates, so they would not all be available to change at the same date.

Donations and contributions was shown as a separate line item. This was also reviewed in the Police Department section. Ms. Cranford thought this was an error and the line should be removed. Mr. Conrad added that he thought the error was carried over from budgeting the previous year.

Under “sale of land” Mayor Feather suggested having a section at the bottom of the sheet including an estimate of what revenue is expected. Then later talk about the land purchase for a space to store leaves and limbs.

## **B. Administration**

The Board reviewed the Administration budget starting with discussion about salaries and the staffing shift from having a full-time Planner and part-time Finance staff to having full-time Finance that also covers event planning and a part-time planner who uses an outside contractor to assist with complex code enforcement issues.

Group insurance is a separate number. There was a change in plans mid-year. The upcoming budget includes the likelihood of an increase in December 2018 at the renewal time. There is an expense shown for unemployment expense under the Administration budget. Mayor Feather questioned why it was all applied to Administration rather than across departments.

The Board discussed the training needs of staff compared to the current budgeted amount of \$3,500. It was agreed that this amount would not meet training needs and should be revised.

There are Visionary Funds that were set aside for projects to be completed by the Revitalization Team. This had \$35,347 in it and nothing has been funded for the next year. Mayor Feather suggested that at least the amount that was previously in the account should be available for Revitalization projects. Alderman Linker mentioned that they just worked on a request for upgrades at the Town Square that total \$17,500 to \$20,000. The Board agreed to keep the \$35,000 in that account line.

Mayor Feather disapproved of the Land Purchase amount

### **C. Governing Body**

#### **Bids for Auditor:**

Due to time constraints, staff is recommending to the Board that we retain the current auditor Eddie Carrick, CPA for this fiscal year and open the bid request for next year on November 26, 2018.

#### **Set Public Hearing**

#### **ACTION:**

For June 4, 2018 @ 7:00 P.M. to hear public comments on the Resolution of support for the State grant application on behalf of Cold Storage

#### **Recess Meeting:**

Alderman Linker made a motion at 4:15 P.M. to recess the meeting and reconvene at 3:00 P.M. on May 22, 2018 pursuant to N.C. General Statute Section 160A-71 for review of the 2018-2019 Budget. Alderman Costantino seconded the motion. The motion passed with all in favor.

Respectfully Submitted,

*Scott Stewart*

Deputy Clerk



## May 2018 Maintenance Report

- Park grounds and bathrooms cleaned weekdays
- Parks mowed weekly
- Right of ways mowed weekly
- Sweeping curbs with sweeper as time allows
- Town limbs picked up 1<sup>st</sup> and 3<sup>rd</sup> week
- Lake Park bank landscape watered as needed
- Various pot holes filled
- PM checks HVAC – Town Hall and Legion
- PM checks on Baldor Generator
- Town dumpsters – May 17-19 54 residents used
- Sprayed fire ants Lake, Civic and Legion
- Repaired several street signs and ordered new signs
- Legion cleaned/mopped weekly
- Reported street light outages to Duke Energy
- Continued mulching Lake and Civic parks
- Pressure washed town square planters (contracted)
- Striped Legion building parking lot
- Cut back and cleaned Centennial Park trails
- Continued spraying right of ways
- New faucet on fire dept side of building
- Pine needles town hall
- Rebuilt cylinders on John Deere loader
- Started to spread new gravel on nature trails
- Installed banner poles at both parks for events
- Tagged various code violation issues
- Trimmed back limbs on Sycamore and Phillip Dr

2007 Ford Truck Mileage – 51,109	+241 miles
1990 Chevy Truck Mileage - 106,712	+ 4 miles
1995 Ford Dump Truck Mileage – 33,165	+102 miles
2009 Ford Truck Mileage – 45,794	+580 miles



## Planning Department Report For 6/4/2018 Board of Aldermen Meeting

1. Continuing work on Leaf and Limb storage site. **Zoning Board of Adjustment (ZBA) met on 4/30/18 and revised conditions imposed by original Conditional Use Permit (CUP) to allow operation for additional 4 years and move fence closer to road, allowing a larger, more efficient work area.**
2. ZBA met on 4/30/18 and issued CUP for Reavis Auto Sales located at 105 N Salisbury Ave.
3. Working to establish accounting procedure to manage engineering review billings on Major Subdivision and Plat Reviews. *(Update- Created spreadsheet showing all planning billings on current projects. Continuing work to integrate this information into our standard accounting system. Created four new application forms. Working on others.)*
4. Board of Aldermen approved UDO Text Amendments at their May meeting.
5. Working with Town Clerk to draft proposed modifications to Town Charter discussed at Planning Retreat. *(No action on this during past month.)*
6. Working with Town Clerk to draft proposed modifications to Code of Ordinances to correctly depict current government structure and lines of authority, and to agree with modifications to Town Charter. *(No action on this during past month.)*
7. Working with Town Clerk to develop proposed Standard Operating Procedures for Board of Aldermen, Town departments and staff. *(No action on this during past month.)*
8. Continuing work on engineering drawings for Village at Granite subdivision. *(Issued Zoning Permit to allow initial grading to begin on Phase 1. Grading has begun. 2<sup>nd</sup> update-preliminary grading has begun.)*
9. Planning Board recommended approval of Ordinance to Control Mud in Streets at construction sites. Presenting to Board of Aldermen at this meeting for approval.
10. Planning Board recommended approval of UDO amendment concerning cul-de-sacs in industrial/commercial parks. Presenting to Board of Aldermen at this meeting for approval.
11. Planning Board recommended adoption of Downtown Development Guidelines. Presenting to Board of Aldermen at this meeting for approval.
12. Responded to several Code Enforcement complaints. Visited several ongoing code violations to consider next enforcement actions.
13. Planning Board recommended adoption of text amendment for Internet Gaming. Presenting to Board of Aldermen at this meeting for approval.
14. Met with representative of Old Stone House to review proposed improvements and additions to their property.
15. Helped resolve property line dispute off White Rock Ave.



## Police Department Report

### May 2018

- Call volume report for the month of May 2018:
  - Date of Report: 05/24/18
  - Total calls for service/activities - 293
  - Incident Reports- 12
  - Arrest Reports- 4
  - Crash Reports- 6
  - Traffic Citations- 9
  - 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- 53,404 (134)
  - 222- End- 33,115 (169)
  - 223- End- 65,786 (674)
  - 224- End- 44,589 (1172)
  - 225- End- 33,858 (868)
  - 226- End- 16,042 (790)
  - 227- End- 18,506 (1592)
  - 228- End- 7983 (1021)
  - 229- End- 6286 (1261)
  
- The average response time in May calls for service is 2.22 minutes.
- Department received a generous gift from the Granite Quarry Civitans to help purchase bullet proof vests for the officers.



# GQPD

## Number of Events by Nature

CFS May 2018 Faith

Nature	# Events
104D1 RESIDENTIAL BURG ALARM	5
105O1 ANIMAL-REFERAL	1
106B3 PAST SEXUAL ASLT-CHILD	2
114D2 VERBAL DOMESTIC	1
115D1 DRIVING UNDER INFLUENCE	1
125C1 KEEP THE PEACE	1
130D1 LARCENY	1
132B1 MINOR TRAFFIC VIOLATION	1
135C1 SHOTS FIRED (HEARD)	1
911 HANG UP	8
ASSIST FIRE DEPT	1
BUSINESS OR HOUSE CHECK	15
DELIVER MESSAGE	1
GENERAL INFORMATION	1
SCHOOL SECURITY CHECK	2
SUBPOENA SERVICE	1
TRAFFIC CHECK	1
TRAFFIC STOP	1
VEHICLE ACCIDENT PROP DAMAGE	2
<b>Total</b>	<b>47</b>

# GQPD

## Number of Events by Nature

CFS May 2018 Granite Quarry

Nature	# Events
104C2 ALARM ACTIVATION	1
104D1 RESIDENTIAL BURG ALARM	4
104D2 COMMERCIAL BURG ALARM	7
106C5 ASSAULT JUST OCC	1
110D2 RESIDENTIAL B&E	1
111B1 PAST DAMAGE TO PROPERTY	3
111D1 DAMAGE TO PROPERTY	1
113B2 OTHER NOISE COMPLAINT	1
113C1 DISTURBANCE-LOUD PARTY	1
113D2 DISTURBANCE / VERBAL	1
114B1 PAST DOMESTIC	1
114D1 PHYSICAL DOMESTIC	2
114D2 VERBAL DOMESTIC	1
114D3 PHYSICAL FAMILY DOMESTIC	1
116D1 DRUGS (USE-POSSESSION)	1
118D2 FRAUD-FORGERY	2
119B3 HARASS - PAST THREAT	1
119D2 HARASSMENT	1
125B1 CHECK WELFARE - ROUTINE	1
125B2 LOCKOUT - ROUTINE	2
125D1 CHECK WELFARE-URGENT	1
129B1 SUSPICIOUS PERSON (PAST)	1
129B2 SUSPICIOUS VEH (PAST)	1
129C1 SUSPICIOUS PERSON	2
129C3 SUSPICIOUS VEHICLE	6
129C5 SUSPICIOUS CIRCUMSTANCE	4
130B3 THEFT FROM VEH (PAST)	1
130D1 LARCENY	1
131B1 TRAFFIC ACCIDENT - PD	1

Nature	# Events
132C1 SEVERE TRAFFIC VIOLATION	1
133D1 TRESPASSING	1
4A2 ROUTINE ASSAULT	1
77D2 TRAFFIC ACC - INJURY	1
911 HANG UP	3
ASSIST EMS	2
ASSIST FIRE DEPT	5
ASSIST MOTORIST	2
ATTEMPT TO LOCATE	3
BUSINESS OR HOUSE CHECK	75
CHASE	1
COMMUNITY PROGRAM	5
DELIVER MESSAGE	6
FOLLOWUP	9
GENERAL INFORMATION	5
MISDIAL	2
PARK CHECK	34
RESTRAINING ORDER	1
SCHOOL SECURITY CHECK	2
SUBPOENA SERVICE	7
TRAFFIC CHECK	3
TRAFFIC STOP	17
VEHICLE ACCIDENT PROP DAMAGE	1
<b>Total</b>	<b>239</b>



# Finance Department

Breakdown of Departments:  
As of (5/25/18)

Department	Budgeted	YTD	% Used
Governing Body	\$ 27,488	\$ 16,721.29	61%
Administration	\$ 480,777	\$ 390,411.45	81%
Maintenance	\$ 298,342	\$ 234,560.78	79%
Police Dept.	\$ 653,061	\$ 596,095.13	91%
Fire Department	\$ 433,365	\$ 316,907.98	73%
Sanitation	\$ 174,000	\$ 144,059.31	83%
Parks & Recreation	\$ 42,455	\$ 32,541.33	77%

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

PLEASE NOTE: In reconciling bank statements, I have come across many more mistakes, some in which accounts were credited rather than debited. This results in more expenses that were not accounted for in previously presented totals. This also affects the budget totals that were presented to the Board in our Budget Workshop. The accounts that were mostly impacted were Utilities in Administration, Police, Fire, Maintenance, Parks, and Street Lights; Contracted Services in Administration and Parks; and Printing in Maintenance. I will be working with Department Heads to determine how to cover these expenses.

## Administration

Disp Acct	Budget	YTD	Variance	Prcnt
01-4120-00 Salaries-Regular	\$155,000.00	\$160,228.86	(\$5,228.86)	103.37
01-4120-02 Salaries-Part Time	\$30,000.00	\$29,239.40	\$760.60	97.46
01-4120-07 401K Expense	\$9,400.00	\$8,651.44	\$748.56	92.04
01-4120-09 FICA Expense	\$12,000.00	\$15,109.29	(\$3,109.29)	125.91
01-4120-10 Retirement Expense	\$10,349.00	\$12,082.95	(\$1,733.95)	116.75
01-4120-11 Group Insurance	\$20,000.00	\$31,525.77	(\$11,525.77)	157.63
01-4120-13 Unemployment Expense	\$0.00	\$0.00	\$0.00	0.00
01-4120-18 Professional Services	\$12,500.00	\$6,741.40	\$5,758.60	53.93
01-4120-20 Motor Vehicle Fuel	\$0.00	\$0.00	\$0.00	0.00
01-4120-22 Banquet Expense	\$1,300.00	\$1,209.00	\$91.00	93.00
01-4120-25 Maint & Repair Vehicles	\$0.00	\$0.00	\$0.00	0.00
01-4120-26 Office Expense	\$11,000.00	\$10,815.91	\$184.09	98.33
01-4120-29 Misc. Supplies & Equipment	\$200.00	\$114.10	\$85.90	57.05
01-4120-31 Training & Schools	\$2,500.00	\$2,440.41	\$59.59	97.62
01-4120-32 Telephone/Communications	\$3,500.00	\$2,650.49	\$849.51	75.73
01-4120-33 Utilites	\$4,000.00	\$4,719.06	(\$719.06)	117.98
01-4120-34 Printing	\$2,000.00	\$1,844.28	\$155.72	92.21
01-4120-35 Maint/Repair Equipment	\$1,500.00	\$1,500.00	\$0.00	100.00
01-4120-37 Advertising	\$2,000.00	\$1,450.57	\$549.43	72.53
01-4120-40 Dues & Subscriptions	\$12,150.00	\$10,018.38	\$2,131.62	82.46
01-4120-41 Rental Property Expense	\$0.00	\$0.00	\$0.00	0.00
01-4120-45 Insurance & Bonds	\$6,300.00	\$6,256.03	\$43.97	99.30
01-4120-49 Visionary Projects	\$35,347.00	\$8,121.84	\$27,225.16	22.98
01-4120-50 Community Projects	\$3,250.00	\$3,268.19	(\$18.19)	100.56
01-4120-52 Cap Outlay-Computer	\$750.00	\$675.00	\$75.00	90.00
01-4120-55 C.O. Equipment	\$16,197.00	\$11,530.72	\$4,666.28	71.19
01-4120-57 C.O. Land Purchase	\$22,500.00	\$0.00	\$22,500.00	0.00
01-4120-58 C.O. Bldg Improvments	\$0.00	\$0.00	\$0.00	0.00
01-4120-59 Annexation Expense	\$0.00	\$0.00	\$0.00	0.00
01-4120-60 Contracted Services	\$48,700.00	\$49,113.24	(\$413.24)	100.85
01-4120-61 Grant Related Expenditures	\$0.00	\$0.00	\$0.00	0.00
01-4120-62 Christmas Lights	\$0.00	\$0.00	\$0.00	0.00
01-4120-71 Debt Services - Principal	\$50,000.00	\$0.00	\$50,000.00	0.00
01-4120-72 Debt Services - Interest	\$8,334.00	\$6,998.23	\$1,335.77	83.97

## Police

Disp Acct	Budget	YTD	Variance	Prcnt
01-4310-00 Salaries-Regular	\$328,000.00	\$304,260.50	\$23,739.50	92.76
01-4310-02 Salaries-Part Time	\$23,000.00	\$16,924.75	\$6,075.25	73.59
01-4310-07 401K Expense	\$16,500.00	\$18,951.20	(\$2,451.20)	114.86
01-4310-09 FICA Expense	\$26,700.00	\$24,923.33	\$1,776.67	93.35
01-4310-10 Retirement Expense	\$28,000.00	\$15,395.98	\$12,604.02	54.99
01-4310-11 Group Insurance	\$71,000.00	\$77,436.97	(\$6,436.97)	109.07
01-4310-20 Motor Fuel	\$18,500.00	\$12,717.28	\$5,782.72	68.74
01-4310-21 Uniforms	\$3,300.00	\$3,138.03	\$161.97	95.09
01-4310-25 Maint & Repair-Autos	\$6,000.00	\$5,405.27	\$594.73	90.09
01-4310-26 Office Expense	\$900.00	\$1,057.42	(\$157.42)	117.49
01-4310-29 Misc. Supplies & Equipment	\$9,000.00	\$5,622.25	\$3,377.75	62.47
01-4310-31 Training & Schools	\$3,000.00	\$2,931.16	\$68.84	97.71
01-4310-32 Telephone/Communications	\$8,000.00	\$6,269.88	\$1,730.12	78.37
01-4310-33 Utilites	\$1,500.00	\$1,611.23	(\$111.23)	107.42
01-4310-34 Printing	\$2,500.00	\$2,281.43	\$218.57	91.26
01-4310-35 Maint & Repair-Equipment	\$1,300.00	\$1,264.70	\$35.30	97.28
01-4310-40 Dues & Subscriptions	\$900.00	\$650.00	\$250.00	72.22
01-4310-45 Insurance & Bonds	\$20,600.00	\$20,482.72	\$117.28	99.43
01-4310-54 C.O. Motor vehicle fund	\$40,522.00	\$39,825.26	\$696.74	98.28
01-4310-55 C.O. Equipment	\$22,439.00	\$14,652.81	\$7,786.19	65.30
01-4310-60 Contracted Services	\$21,400.00	\$20,292.96	\$1,107.04	94.83
01-4310-71 Debt Services - Principal	\$0.00	\$0.00	\$0.00	0.00
01-4310-72 Debt Services - Interest	\$0.00	\$0.00	\$0.00	0.00

## Fire

Disp Acct	Budget	YTD	Variance	Prcnt
01-4340-00 Salaries - Regular	\$99,000.00	\$92,967.88	\$6,032.12	93.91
01-4340-02 Salaries - Part-Time	\$98,900.00	\$69,779.39	\$29,120.61	70.56
01-4340-07 401K Expense	\$6,300.00	\$5,850.36	\$449.64	92.86
01-4340-09 FICA Expense	\$14,700.00	\$12,588.56	\$2,111.44	85.64
01-4340-10 Retirement Expense	\$7,505.00	\$5,993.24	\$1,511.76	79.86
01-4340-11 Group Insurance	\$22,558.00	\$21,474.38	\$1,083.62	95.20
01-4340-17 Firemen's Pension Fund	\$1,640.00	\$1,560.00	\$80.00	95.12
01-4340-18 Professional Services	\$0.00	\$0.00	\$0.00	0.00
01-4340-20 Motor Fuel	\$3,500.00	\$2,636.66	\$863.34	75.33
01-4340-21 Uniforms	\$3,000.00	\$1,608.68	\$1,391.32	53.62
01-4340-25 Maint & Repairs-Trucks	\$7,000.00	\$4,022.61	\$2,977.39	57.47
01-4340-26 Office Expense	\$200.00	\$158.50	\$41.50	79.25
01-4340-29 Misc. Supplies & Equipment	\$20,000.00	\$17,735.66	\$2,264.34	88.68
01-4340-31 Training & Schools	\$1,500.00	\$1,380.00	\$120.00	92.00
01-4340-32 Telephone/Communications	\$2,175.00	\$1,364.23	\$810.77	62.72
01-4340-33 Utilities	\$5,800.00	\$6,060.84	(\$260.84)	104.50
01-4340-34 Printing	\$1,500.00	\$1,063.70	\$436.30	70.91
01-4340-35 Maint. & Repairs-Equipmen	\$3,000.00	\$2,946.63	\$53.37	98.22
01-4340-40 Dues & Subscriptions	\$1,300.00	\$1,236.50	\$63.50	95.12
01-4340-45 Insurance & Bonds	\$13,642.00	\$13,641.16	\$0.84	99.99
01-4340-54 C.O. Motor vehicle fund	\$10,000.00	\$0.00	\$10,000.00	0.00
01-4340-55 C.O. Equipment	\$56,300.00	\$5,548.00	\$50,752.00	9.85
01-4340-60 Contracted Services	\$10,000.00	\$8,752.05	\$1,247.95	87.52
01-4340-71 Debt Services - Principal	\$40,994.00	\$38,538.95	\$2,455.05	94.01
01-4340-72 Debt Services - Interest	\$2,851.00	\$0.00	\$2,851.00	0.00

## Maintenance

Disp Acct	Budget	YTD	Variance	Prcnt
01-4190-00 Salaries - Regular	\$85,000.00	\$80,569.03	\$4,430.97	94.79
01-4190-02 Salaries - Part-Time	\$14,000.00	\$5,255.44	\$8,744.56	37.54
01-4190-07 401K Expense	\$4,200.00	\$5,166.07	(\$966.07)	123.00
01-4190-09 FICA Expense	\$6,500.00	\$6,634.57	(\$134.57)	102.07
01-4190-10 Retirement Expense	\$6,443.00	\$4,082.60	\$2,360.40	63.36
01-4190-11 Group Insurance	\$15,500.00	\$16,983.57	(\$1,483.57)	109.57
01-4190-18 Professional Services	\$0.00	\$0.00	\$0.00	0.00
01-4190-20 Motor Fuel	\$5,000.00	\$4,594.73	\$405.27	91.89
01-4190-21 Uniforms	\$1,500.00	\$1,326.17	\$173.83	88.41
01-4190-24 Maint & Repairs Buildings & Grounds	\$8,000.00	\$3,249.87	\$4,750.13	40.62
01-4190-25 Maint & Repairs Trucks	\$1,500.00	\$1,199.97	\$300.03	80.00
01-4190-26 Office Expense	\$100.00	\$73.08	\$26.92	73.08
01-4190-29 Misc. Supplies & Equipment	\$8,000.00	\$7,994.41	\$5.59	99.93
01-4190-30 Street Signs	\$0.00	\$0.00	\$0.00	0.00
01-4190-31 Training & Schools	\$500.00	\$177.00	\$323.00	35.40
01-4190-32 Telephone/Communications	\$1,200.00	\$209.56	\$990.44	17.46
01-4190-33 Utilities	\$4,000.00	\$4,464.00	(\$464.00)	111.60
01-4190-34 Printing	\$50.00	\$421.27	(\$371.27)	842.54
01-4190-35 Maint & Repairs Equip	\$8,000.00	\$3,599.39	\$4,400.61	44.99
01-4190-40 Dues & Subscriptions	\$0.00	\$0.00	\$0.00	0.00
01-4190-45 Insurance & Bonds	\$9,000.00	\$8,545.96	\$454.04	94.96
01-4190-51 Tools & Light Equipment	\$0.00	\$0.00	\$0.00	0.00
01-4190-54 C.O. Motor vehicle fund	\$0.00	\$0.00	\$0.00	0.00
01-4190-55 C.O. Equipment	\$89,809.00	\$53,237.97	\$36,571.03	59.28
01-4190-58 C.O. Building Renovations	\$0.00	(\$328.35)	\$328.35	0.00
01-4190-59 Transportation	\$0.00	\$0.00	\$0.00	0.00
01-4190-60 Contracted Services	\$30,040.00	\$27,104.47	\$2,935.53	90.23



## Parks

Disp Acct	Budget	YTD	Variance	Prcnt
01-6130-00 Salaries - Regular	\$6,000.00	\$0.00	\$6,000.00	0.00
01-6130-02 Salaries - Part-Time	\$0.00	\$0.00	\$0.00	0.00
01-6130-07 401K Expense	\$300.00	\$0.00	\$300.00	0.00
01-6130-09 FICA Expense	\$400.00	\$0.00	\$400.00	0.00
01-6130-10 Retirement Expense	\$455.00	\$0.00	\$455.00	0.00
01-6130-11 Group Insurance	\$0.00	\$0.00	\$0.00	0.00
01-6130-18 Professional Services	\$0.00	\$0.00	\$0.00	0.00
01-6130-20 Motor Fuel	\$0.00	\$0.00	\$0.00	0.00
01-6130-24 Maint/Repair Bldg & Grounds	\$11,224.10	\$8,895.72	\$2,328.38	79.26
01-6130-25 Maint./ Repair Vehicles	\$1,000.00	\$796.33	\$203.67	79.63
01-6130-29 Misc. Supplies & Equipment	\$5,000.00	\$3,867.11	\$1,132.89	77.34
01-6130-31 Training & Schools	\$0.00	\$0.00	\$0.00	0.00
01-6130-33 Utilities	\$15,000.00	\$15,906.27	(\$906.27)	106.04
01-6130-35 Maint./ Repair Equipment	\$0.00	\$0.00	\$0.00	0.00
01-6130-45 Insurance & Bonds	\$0.00	\$0.00	\$0.00	0.00
01-6130-54 C.O. Motor vehicle fund	\$0.00	\$0.00	\$0.00	0.00
01-6130-55 C.O. Equipment	\$0.00	\$0.00	\$0.00	0.00
01-6130-57 C.O. Land Purchase	\$0.00	\$0.00	\$0.00	0.00
01-6130-58 C.O. Building Renovations	\$0.00	\$0.00	\$0.00	0.00
01-6130-60 Contracted Services	\$3,075.90	\$3,075.90	\$0.00	100.00

## Governing Body

Disp Acct	Budget	YTD	Variance	Prcnt
01-4110-02 Mayor/Alderman Salary	\$11,907.00	\$11,672.46	\$234.54	98.03
01-4110-03 Mayor Expense	\$200.00	\$0.00	\$200.00	0.00
01-4110-08 Board Expense	\$800.00	\$774.11	\$25.89	96.76
01-4110-09 FICA Expense	\$911.00	\$892.94	\$18.06	98.02
01-4110-40 Dues & Subscriptions	\$820.00	\$783.91	\$36.09	95.60
01-4110-45 Insurance & Bonds	\$2,750.00	\$2,597.87	\$152.13	94.47
01-4110-97 Board Contingency	\$10,100.00	\$0.00	\$10,100.00	0.00

## Sanitation

Disp Acct	Budget	YTD	Variance	Prcnt
01-4710-29 MISC Supplies	\$0.00	\$0.00	\$0.00	0.00
01-4710-33 Utilities (Street Lights)	\$35,000.00	\$31,874.61	\$3,125.39	91.07
01-4710-49 Enviro. Fees & Surcharges	\$0.00	\$0.00	\$0.00	0.00
01-4710-64 Recycling	\$21,600.00	\$18,130.00	\$3,470.00	83.94
01-4710-65 Garbage Services	\$117,400.00	\$94,054.70	\$23,345.30	80.11

## Planning & Zoning

Disp Acct	Budget	YTD	Variance	Prcnt
01-4910-00 Salaries & Wages	\$0.00	\$0.00	\$0.00	0.00
01-4910-02 Salaries-Part Time	\$0.00	\$0.00	\$0.00	0.00
01-4910-07 401K Expense	\$0.00	\$0.00	\$0.00	0.00
01-4910-09 FICA Expense	\$0.00	\$0.00	\$0.00	0.00
01-4910-10 State Retirement Expense	\$0.00	\$0.00	\$0.00	0.00
01-4910-11 Group Insurance	\$0.00	\$0.00	\$0.00	0.00
01-4910-18 Professional Services	\$0.00	\$0.00	\$0.00	0.00
01-4910-20 Motor Fuel	\$0.00	\$0.00	\$0.00	0.00
01-4910-23 Planning & Mapping supplies	\$1,700.00	\$54.99	\$1,645.01	3.23
01-4910-31 Training & Schools	\$0.00	\$0.00	\$0.00	0.00
01-4910-32 Telephone/Communications	\$0.00	\$0.00	\$0.00	0.00
01-4910-33 Utilites	\$0.00	\$0.00	\$0.00	0.00
01-4910-34 Printing	\$0.00	\$0.00	\$0.00	0.00
01-4910-40 Dues & Subscriptions	\$0.00	\$0.00	\$0.00	0.00
01-4910-60 Contracted Services	\$0.00	\$0.00	\$0.00	0.00



# Town of Granite Quarry Fire Department

Established May 15<sup>th</sup>, 1950

PO Box 351

[www.granitequarrync.gov](http://www.granitequarrync.gov)

Granite Quarry, NC

704/279-5596



## **Board Report June/2018 Chief Brown**

### Emergency Calls for Service March 2018

37 calls in district

- 20 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 2- Brush Fires
- 14- Service Call (non-emergency assistance)
- 1- Tree Down

14 calls to Salisbury

- 10- Alarm/Structure calls canceled en-route
- 1- Staged on scene until released
- 1- Working Structure Fire manpower provided
- 1- Move up for district coverage
- 1- Trash fire while on move up

12 calls to Rockwell Rural

- 6- Alarm/Structure calls canceled en-route
- 4- Staged on scene until released
- 1- Fire alarm, assisted with checking structure
- 1- Brush/woods fire, provided manpower

5 calls to Union

- 2- Alarm/Structure calls canceled en-route
- 3- EMS

5 calls to South Salisbury

- 4- Canceled en route and 1- water supply
- 1- Brush/woods fire, provided manpower

2-call to Millers Ferry –

- 1- Canceled en route
- 1- Trash fire

2 Calls to Bostain Heights –

- 1- Cancelled en route
- 1- Staged at water point until released

5- Calls to Spencer- Alarms canceled en route

1- Call to Rockwell City cancelled en route

1- Call to East Spencer Working Structure Fire manpower provided

**TOTAL – 84**

## **Memorandum**

Date: April 27, 2018  
To: William Feather, Mayor  
Cc: Phil Conrad, Town Manager  
Tanya Maria Word, Town Clerk  
From: Scott Shelton, Vice President of Operations  
Re: *Request Approval of Authorizing Resolution to apply for Grant Funding relating to the WJD Cold Storage Project ("Project Frozen")*

---

Dear Mayor Feather,

For several years, the Rowan EDC has been working with WJD Cold Storage, L.L.C. to establish a refrigerated food storage facility in Rowan County. The Company, based on discussions with the Town of Granite Quarry, has identified a suitable site for the facility. They are now looking to move forward with their project.

WJD Cold Storage, L.L.C. (WJD) was established in 2012 by a group of entrepreneurs with extensive experience in the frozen food distribution and logistics industry. WJD was formed after its founders saw a glaring need for modern cold storage facilities that meet current national and state sanitation and security standards. Its members are:

- Bryan Duncan
- Joseph Emmons
- William Malloy
- Jacqueline Patterson

The company proposes to build a 42,000 square foot, high tech cold storage facility with the storage capacity for 3,500 pallets. WJD anticipates expanding into a second phase of the project within 24 to 36 months which would increase the size of the facility to 81,000 square feet and add an additional 3,500 pallets. The initial capital investment for the project would be approximately \$5.6 million over the first 3 years, increasing to approximately \$9.5 million at full build out. As part of this project, WJD would create 40 full time jobs, paying an average salary of \$41,959.

WJD would like to build this new facility on a 16.83 acre lot, identified as Tax Parcel 404 147, that is currently owned by the Town of Granite Quarry and located near the new Granite Industrial Park. The company has requested that it be allowed to purchase the site from the Town utilizing a deferred payment plan. In order for the site to meet their needs, Chamandy Drive would need to be extended approximately 650 feet. A 12-inch water line along Chamandy Drive would also need to be extended approximately 650 feet to serve the site. The total cost of these improvements is expected to exceed \$507,000.

In order to help reduce these infrastructure costs, we are asking that the Town of Granite Quarry apply for and participate in an Economic Infrastructure Grant, provided by the North Carolina Department of Commerce. Under the guidelines of the program, grant funds are made available for infrastructure improvements such as new water and sewer lines, water and sewer line extensions, creating or extending public roads, etc. Funding amounts are determined based on new job creation and are administered through local government agencies. Under current program guidelines, this project is eligible for \$500,000 in grant funds. If the Town agrees to support this project, the minimum required financial match would be 5% of the grant, which is \$25,000. If approved, these funds would be used for grant administration. At this time, we do not anticipate requesting any additional funding from Granite Quarry for this project.

*Be an original.*

Based on current tax rates and investment estimates provided by WJD, we anticipate that this project will generate approximately \$284,478 in net tax revenue for the Town over 10 years.

<i>(Construction Completed by December 31, 2018)</i>		Time Period	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
		Calendar Year	2018 (const.)	2019	2020	2021	2022
<b>Total Capital Investment</b>	Total planned amount of Expansion project		\$0	\$5,612,403	\$5,612,403	\$5,612,403	\$9,548,196
<b>Town Tax Rate</b>	0.4175%	0.4175%	0.4175%	0.4175%	0.4175%	0.4175%	0.4175%
<b>Town Tax Revenue</b>	Local Taxable Capital Investment times Town Tax Rate		\$0	\$23,432	\$23,432	\$23,432	\$39,864
<b>Grant</b>	5% Cash Match for State Grant		\$0	\$25,000	\$0	\$0	\$0
<b>Town Net Revenue</b>	Town Tax Revenue minus Expansion Grant		\$0	(\$1,568)	\$23,432	\$23,432	\$39,864

FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	10 Year Sum.
2022	2023	2024	2025	2026	2027	
\$9,548,196	\$9,548,196	\$9,548,196	\$9,548,196	\$9,548,196	\$9,548,196	\$9,548,196
0.4175%	0.4175%	0.4175%	0.4175%	0.4175%	0.4175%	0.4175%
\$39,864	\$39,864	\$39,864	\$39,864	\$39,864	\$39,864	\$309,478
\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
\$39,864	\$39,864	\$39,864	\$39,864	\$39,864	\$39,864	\$284,478

In order to move this project forward, the Board of Aldermen will need to adopt the attached resolution which states Granite Quarry's support for this project application, its willingness to supply the local cash match, and its authorization of the Town Manager to execute the necessary grant documents.

This project will allow a new employer to establish operations in our community and invest over \$9.5 million dollars into Granite Quarry. Most importantly, if approved and implemented, this project would create 40 new jobs.

We respectfully request that the Board of Aldermen approve the attached resolution and authorize execution of the grant application at your May 7<sup>th</sup> meeting. Completion of the Town's portion of the grant application is currently underway and a hard copy of the entire grant will be delivered to the Town Hall in the coming days. The grant application should be completed before the meeting.

Please do not hesitate to contact me with any questions you may have.

Yours truly,



Scott Shelton  
 Vice President of Operations

Attachments: Authorizing Resolution  
 Map of Proposed Site

# Preliminary Engineering Report

## Chamandy Drive Extension

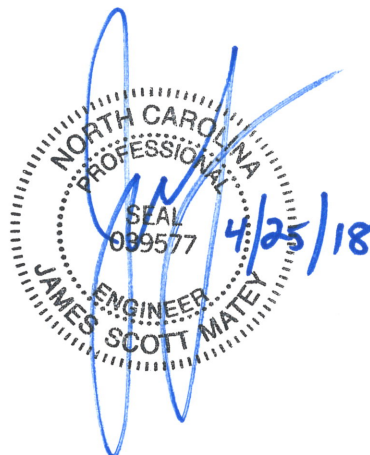
### April 25, 2018

Prepared for:

Mr. Scott Shelton, Vice President of Operations  
Salisbury-Rowan Economic Development Commission  
204 E. Innis St., Suite, 220  
Salisbury, NC 28144  
(704) 637-5526  
[scott@rowanedc.com](mailto:scott@rowanedc.com)

Prepared by:

Jay Matey, P.E.  
TIMMONS GROUP  
8642 W. Market St, Suite 136  
Greensboro, NC 27409  
Office: 336-478-3347  
[jay.matey@timmons.com](mailto:jay.matey@timmons.com)



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**CONSIDERATION OF ALTERNATIVES.....5**  
**SUMMARY.....5**  
**OPINION OF PROBABLE COST.....6**  
**DESIGN EXHIBIT – COVER SHEET.....7**  
**DESIGN EXHIBIT – EX-1.....8**

## PROJECT DESCRIPTION

Rowan County is seeking to extend Chamandy Drive approximately 650-feet to provide vehicular access and potable water supply to a 16.83-acre parcel (Parcel ID 404147) owned by the Town of Granite Quarry. Currently, the subject parcel has no public road access or public water service. As the parcel is located near the Gildan Yards manufacturing plant, the impetus for these improvements is to enhance the potential for an economic development project on the property that will benefit the community.

The location of the property is suited to an industrial development, most likely light manufacturing. Property suitable for this type of development is scarce, so it is imperative to make a given parcel “prospect ready” to any prospective businesses looking to invest in the area. For this parcel to be a viable option for development, road access and utility service must be provided. As a sanitary sewer outfall already lies within the boundary of the property, road access and water service represent the remaining heavy infrastructure that is needed for the site to be developed to its potential.



VICINITY MAP



## **DESIGN BASIS**

The parcels to the north of the property are served by the recently-constructed Chamandy Drive. This street is a 2-lane, open drainage asphalt roadway that has been dedicated to the public, but is not currently in the NCDOT system. A 12" DIP water is installed within the public right-of-way to provide serve to adjacent parcels. This infrastructure was constructed as part of the Gildan Yards manufacturing plant project to provide access to that development as well as surrounding undeveloped parcels (Parcel ID's 403199, 403200 and 403038). This road extension does not extend far enough to the south to serve parcel 404147. Thus, the purpose of this project is to extend the road and water line accordingly. Given the surrounding road and water main network the most proximate infrastructure location to serve the site is Chamandy Drive. Furthermore, parcel 404147 is bordered on the southwest and southeast by large streams that are within FEMA Flood Zone AE. Thus, even if there were roadways and utilities located to the south, extensions would be made problematic due to FEMA and environmental considerations.

The proposed roadway will be designed using the same criteria as the rest of Chamandy Drive, which was constructed in conjunction with the Gildan Yards plant. The road consists of a 36-foot wide pavement section that supports two (2) undivided lanes. The road geometry and pavement design is more than sufficient to support not only employee traffic, but also regular truck traffic consistent with a manufacturing facility.

The road will be designed as an open drainage system. Drainage on the upstream (northwest) side will be diverted to a culvert via a shallow swale. This culvert will also pipe a channel that bisects the road from northwest to southeast. The channel will need to be evaluated by an environmental scientist and possible State and Federal personnel to determine if it is a jurisdictional feature. Also, a wetlands assessment shall be performed along the proposed alignment for any other Waters of the State subject to impacts. If jurisdictional wetlands or streams are found, the appropriate impact permits shall be obtained prior to construction.

At least one (1) sediment trap or basin will be necessary for construction erosion control activities. Other measures, such as silt fence and diversion ditches will be utilized as necessary.

A 12" water main will also be extended as part of this project. The water main will be located along the northwest side of the new right-of-way, under the grass shoulder of the road. The 12" line is adequately sized to serve the Gildan Yard facility, so it should be more than adequate to serve a similar, let smaller industrial development that would be constructed within the benefiting parcel. Fire hydrants will be installed along the road per the minimum required spacing as set forth by the local jurisdictional authority. The water main will be conveyed to the City of Salisbury for operation and maintenance.

The alignment of the proposed road extension lies entirely within lands owned by Rowan County and the Town of Granite Quarry. Thus, there will be no land acquisition costs associated with obtaining the needed right-of-way.

## **CONSIDERATION OF ALTERNATIVES**

The following alternatives were considered:

### **Extend Road Access and Water Service from Faith Road/Byrd Road intersection**

Extending a public street and water line from Faith Road/Byrd Road would entail at least 2,600 LF of road and water main, at least one (1) major stream crossing (in FEMA Flood Plain), and would necessitate the acquisition of private lands for right-of-way for over 50% of the route. The proposed Chamandy Drive extension results in only 25% of the linear footage that the Faith Road extension would entail, with none of the property acquisition costs, no FEMA Flood Plan impacts, and much less potential environmental impacts.

### **Extend Road Access and Water Service from west or south**

Extending a road and water main from the west or the south of the project is even less feasible than extending from Faith Road/Byrd Road. Of the limited number of public roadways that could be extended, two (2) exclusively serve single-family subdivisions, and the other (East Bend Lane) serves rural residences/farms and does not have a water main to extend. Furthermore, the proximity, environmental, and right-of-way acquisition issues are similar to what would be encountered extending infrastructure from Faith Road.

### **Do Not Build the Project**

Electing not to extend Chamandy Drive and the water main to the subject parcel would likely result in the parcel never being utilized for an economic development project that would add jobs to the local community. Industrial and manufacturing companies put a very high emphasis on a given site's readiness to be developed. Sites that do not have public road access and utilities are typically not even up for consideration. If the infrastructure is not already in place, the property will likely never attract any serious attention from businesses and those companies will invest in developing a site elsewhere.

## **SUMMARY**

The project as proposed will provide road access and potable water service to a 17-acre parcel that would serve an industrial user looking to invest in Rowan County. The property is in an area where there are other industrial businesses and is well suited to this use, being less than 2 miles from I-85. The anticipated construction costs of extending the road and water main are approximately \$507,000 (see estimate on following page). Funding the construction of the project will greatly enhance the likelihood that a business will locate on the subject parcel and provide a long-term benefit to the local community.



# TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

## CHAMANDY DRIVE EXTENSION

### OPINION OF PROBABLE COST

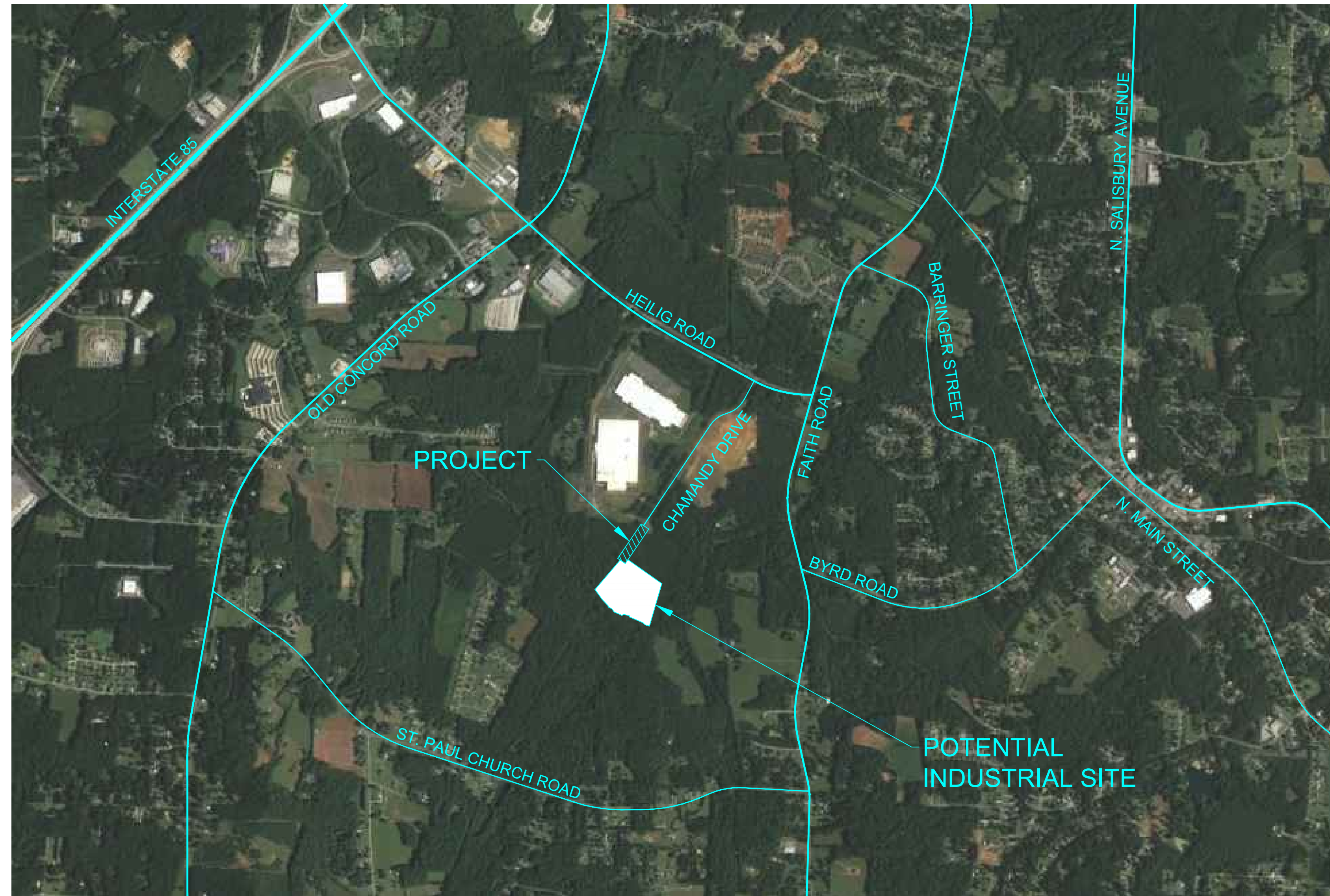
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED COST	COMMENTS
ASPHALT PAVEMENT	SY	3460	\$ 65.00	\$ 224,900.00	
36" CULVERT	LF	80	\$ 120.00	\$ 9,600.00	
VELOCITY DISSIPATER	EA	1	\$ 2,000.00	\$ 2,000.00	
12" DIP WATER MAIN	LF	650	\$ 120.00	\$ 78,000.00	
SKIMMER BASIN	EA	1	\$ 30,000.00	\$ 30,000.00	
GRADING & GENERAL EROSION CONTROL	SY	11720	\$ 7.00	\$ 82,040.00	Rough estimate based on disturbed area.
CLEARING AND GRUBBING	SY	11720	\$ 2.00	\$ 23,440.00	
SEED AND MULCH	SY	8260	\$ 0.75	\$ 6,195.00	
SIGNAGE AND STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00	
<b>SUBTOTAL</b>				<b>\$ 461,175.00</b>	
<b>10% CONTINGENCY</b>				<b>\$ 46,117.50</b>	
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$ 507,292.50</b>	

Notes:

1. Costs reflected are preliminary and are not based on construction drawings. Engineering, survey, and municipal fees, mobilization, and general conditions not included.
2. Water Main unit price includes testing, fire hydrants, valves, bends, restrained joints, and other appurtenances.

# CHAMANDY DRIVE EXTENSION - PRELIMINARY ENGINEERING EXHIBIT

## ROWAN COUNTY, NORTH CAROLINA



**VICINITY MAP**  
N.T.S.

### CIVIL ENGINEER

TIMMONS GROUP  
8642 W. MARKET STREET, SUITE 136  
GREENSBORO, NC 27409  
CONTACT: JAY MATEY, PE  
PHONE: (336) 478-3347  
EMAIL: JAY.MATEY@TIMMONS.COM

NOT FOR  
CONSTRUCTION

THIS DRAWING PREPARED AT THE  
**GREENSBORO OFFICE**  
8642 W. Market Street, Suite 136 | Greensboro, NC 27409  
TEL: 336.662.0411 | FAX: 336.662.0420 | www.timmons.com

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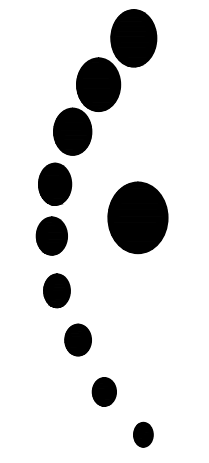
DATE	REVISION DESCRIPTION
04/23/2018	

DRAWN BY  
**A. BOCKMAN**

DESIGNED BY  
**A. BOCKMAN**

CHECKED BY  
**J. MATEY**

SCALE

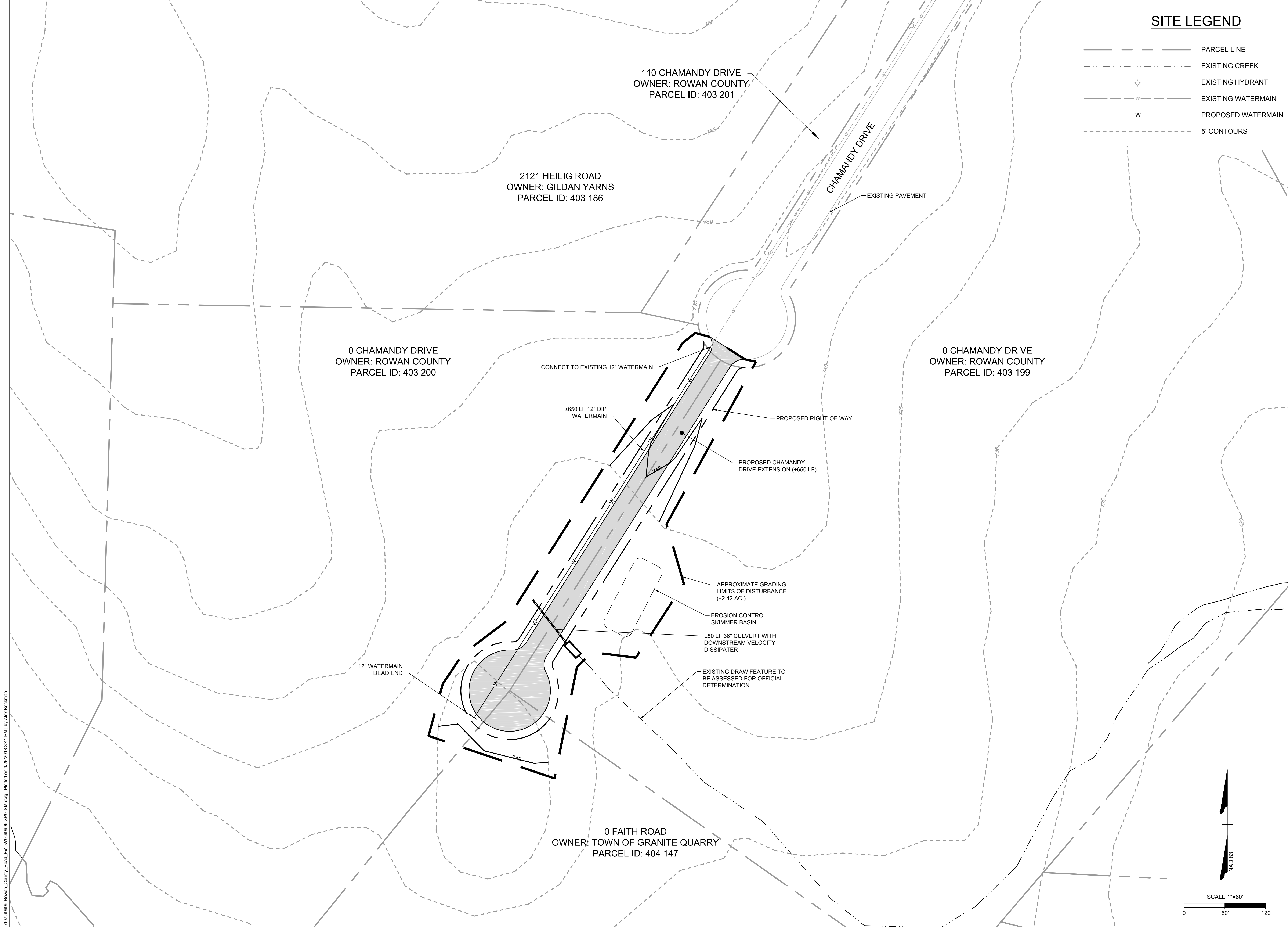


**TIMMONS GROUP**  
NORTH CAROLINA LICENSE NO. C-1652

**ROWAN COUNTY**  
NORTH CAROLINA  
**COVER SHEET**

JOB NO.	-
SHEET NO.	-

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**SITE LEGEND**

	PARCEL LINE
	EXISTING CREEK
	EXISTING HYDRANT
	EXISTING WATERMAIN
	PROPOSED WATERMAIN
	5' CONTOURS

**NOT FOR CONSTRUCTION**

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TEL: 336-862-0411 FAX: 336-862-0420 www.timmons.com

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DATE	REVISION DESCRIPTION
04/25/2018	

DRAWN BY	A. BOCKMAN
DESIGNED BY	A. BOCKMAN
CHECKED BY	J. MATEY
SCALE	1" = 60'

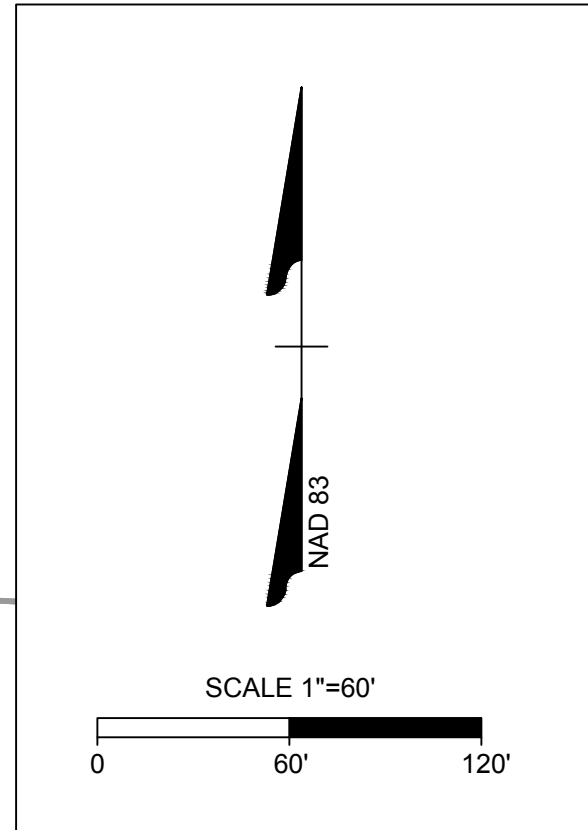
**TIMMONS GROUP**  
NORTH CAROLINA LICENSE NO. C-1652

ROWAN COUNTY  
CITY OF SALISBURY - NORTH CAROLINA

CHAMANDY DRIVE EXTENSION - EXHIBIT

JOB NO. -

SHEET NO. EX1



R:\107\69599-Rowan\_County\_Road\_Ext\DWG\9999-XPGSM.dwg | Plotted on 4/25/2018 3:41 PM | by Alex Bockman

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# WJD COLD STORAGE PROJECT AERIAL MAP



**RESOLUTION NO. 2018-03**

**AUTHORIZING RESOLUTION BY THE TOWN OF GRANITE QUARRY  
FOR THE NORTH CAROLINA DEPARTMENT OF COMMERCE  
ECONOMIC INFRASTRUCTURE PROGRAM FOR  
“PROJECT FROZEN”**

**WHEREAS**, the Rural Economic Development Division of the North Carolina Department of Commerce, as authorized under N. C. G. S. 143B-472.127, provides grants and loans to local government units to support economic development activity that will lead to the creation of new, full time jobs; and,

**WHEREAS**, the Town has need for and intends to assist in the expansion of public infrastructure in a project described as “Project Frozen”; and

**WHEREAS**, the Town intends to request funding assistance from the Economic Infrastructure Program for the project;

**NOW THEREFORE BE IT RESOLVED BY THE GRANITE QUARRY BOARD OF ALDERMEN:**

That the Town is in full support of the application and the project, if funding is received, and

That the Town will arrange for a cash match of at least 5% of the total grant amount as a cash investment into the project not to exceed \$25,000, and

That the Town has substantially complied or will substantially comply with all State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto, and

That William Feather, Mayor, is authorized to execute the grant application and any additional documents pertaining to the grant application as requested by the North Carolina Department of Commerce.

Adopted this the 4th day of June 2018 in Granite Quarry, North Carolina.

---

William P. Feather, Mayor

**ATTEST:**

---

Tanya M. Word, Clerk

MEMO:

May 23, 2018

RE: UDO Revision- Downtown Development Guidelines  
Statement of Consistency with Comprehensive Plan

In voting to recommend adoption of the proposed text amendments to the Town's Uniform Development Ordinance, the Board of Aldermen does find this decision to be in the best interest of the public, to be consistent with the Town's Downtown Masterplan adopted in January 2016, and in general, consistent with the Town's Comprehensive Plan adopted in January 2000 and specifically with the following policies stated in that plan:

Policy (1) The Town shall encourage new and expanding industries and businesses, which diversify the local economy and increase resident's incomes.

Policy (2) The Town shall protect, enhance and encourage a high quality of life, image, and cultural amenities as an effective approach to economic development.

Policy (4) Economic development efforts should encourage the revitalization and reuse of currently unused or underutilized structures and sites in appropriately locate commercial and industrial areas.

Policy (12) Community commercial centers shall be located adjacent to arterial highways and be adjacent to other community facilities such as officers and places of public activity.



## A. Purpose and Applicability

The purpose of this chapter is to provide guidelines for construction of new buildings and renovation of existing structures in the Town's Downtown (an area depicted in Fig.33 of the *Town of Granite Quarry Downtown Masterplan*, dated January 2016) that will promote development over time of an attractive, campus-like environment. With a mixture of old and new buildings of various styles and forms, these guidelines will attempt to provide some level of uniformity, proportion, and compatibility of the structures, landscaping, walkways and streetscape that will promote the form, function, and beauty of our Town.

## B. General Guidelines

1. Since the existing buildings in the downtown area are of many forms, building locations, building materials, etc., these guidelines will be used to create a **campus** of buildings of **complementary** size, shape, form and function. Rule enforcement will take into consideration how the new building will be impacted by existing buildings and vice versa.
2. The quality of building materials and finishes is critical to the overall appearance and appeal of the Downtown Area. Suggestions of what materials and finishes will be accepted or rejected are included in these guidelines but others can be approved on a case by case consideration by the Town Planner.
3. Building proportions will be in relative scale to adjacent structures but the impact on the overall Downtown Area appearance should be paramount.
4. Understanding that the appearance of some existing buildings, their parking lots and outbuildings may not currently fit the long-term vision of the *Downtown Masterplan* but that these buildings and their business presence are critical to the success of our downtown, Section 2 of this chapter specifies changes that can/will be made over time. Most changes will only be required during major renovations or additions but will be encouraged as soon as possible.
5. Subjective decisions allowed by the Town Planner in this *Downtown Building Design Guidelines* can be appealed to the Planning Board at their regular monthly meeting.

## C. Downtown Building Design Guidelines

### 1. New and Infill Development

#### a. Building Design

- i. Buildings should be designed and constructed to be compatible with neighboring structures. Architectural design and details are important and must be exhibited in drawings submitted to the Town Planner for approval prior to construction. Buildings

should be of a proper scale, massing, and proportion. Large masses of wall should be broken by architectural details, offsets or windows.

b. Façade Design

- i. The first-floor façade of any retail structure should include large areas of storefront glass, glass windows and/or glass doors. For office or institutional buildings, doors and windows will be spaced proportionally to the building. Upper floors on all buildings will include windows, framed openings and/or architectural details that follow the pattern set on the first floor.

c. Building Siting

- i. Where possible, new buildings will be sited to the front of the lot, parallel to the main street. Parking will be to the rear and side of the building.
- ii. Where adjacent buildings are located further back on their lots, some adjustment to this rule will be allowed if strict adherence would accomplish little aesthetic improvement. Where buildings are set back from the street for any reason, sidewalks will be extended from the street to the new storefront by the building owner.

d. Building Orientation

- i. Buildings located at the front of their lots will be parallel to the street. Buildings not located at the lot front should also be parallel to the street but may be canted slightly away from parallel if there is a legitimate functional or architectural reason.

e. Window Requirements

- i. Glass storefronts and windows should be constructed of high quality materials. The glass may be low-E and have internal blinds or curtains and/or external canopies and awnings for shading but should not be tinted or painted. Permanent letters may be applied to the glass to identify the store name and/or address but windows and storefront glass shall not be used for temporary advertising of products or services for sale or rent.

f. Awnings and other shading devices

- i. Canopies and awnings should be professionally made and securely attached to the building structure. Their lowest component must be at least ten feet above sidewalk level.

g. Signage

- i. All signs located on or about buildings in the Downtown Area will meet or exceed the requirements found in Chapter 6 of this Uniform Development Ordinance.
- ii. Signs will be maintained in a like-new condition. Missing lettering shall be replaced, broken lenses repaired or replaced, painted signs touched up to maintain a good appearance.

h. Building materials

- i. Materials for a building front, entrance side or any side visible from a public road shall be brick, decorative concrete block, stone, stucco or other similar materials as approved by the Town Planner. Vinyl siding, metal panels, plain concrete block or cast concrete will not be allowed.
- ii. Materials for building sides that are not a public entrance including the rear of the building may be constructed of metal panels, painted plain concrete block, painted cast concrete or other materials as approved by the Town Planner
- iii. It is expected that most roofs in the downtown area will be flat and hidden from view by raised façade and parapet walls. If a pitched roof is proposed, the roof will be constructed of standing seam decorative metal panels, slate, tile or highly textured asphalt shingles. Gutters and downspouts and an underground storm water piping system will route rainwater away from the building.
- iv. Color schemes for downtown buildings will be of low reflectance, earth tone, muted, subtle or neutral colors. Properly mixed trim and wall colors are encouraged. Bright, shiny, garish, fluorescent, or neon colors and finishes will not be allowed.

i. Parking

- i. All parking for buildings in the Downtown Area will meet or exceed the requirements found in Chapter 9 of this Uniform Development Ordinance.
- ii. All parking areas for new buildings will be to the side or rear of new buildings when the building is sited to the front of the lot. If the building is sited to the rear of the lot, parking will be allowed in the front of the building subject to the requirements in Section 9 of the UDO.

- iii. All parking lots in the downtown area will be illuminated with pole and building mounted lights. The light fixtures will be designed to cast light down on the parking area only and will not cast glaring light onto adjacent property, into the roadway or onto any residential property. Floodlights will only be acceptable if it meets these guidelines.
- j. Accessory structures
  - i. Accessory structures will be constructed of materials and have finishes similar or complementary to the main structure.
  - ii. These structures will be located at the rear of the building.
  - iii. Accessory structures shall be no larger than 25% of the main building and shall not be taller than the main building.
- k. Outside storage
  - i. Outside storage is not allowed in the Downtown Area unless completely screened from public view. Outdoor screening will be constructed of material similar or complementary to the main building construction.
  - ii. Enclosures for trash receptacles and dumpsters will be enclosed on all four sides and accessed by hinged doors. The enclosure will be constructed of materials similar or complementary to the main building.
- l. Utilities shall be routed to the building underground where possible and to the rear of the building when not possible. Outdoor transformers will be to the rear of the building and enclosed with proper screening.
- m. HVAC equipment will be roof mounted and screened from view wherever possible. Ground mounted equipment shall be screened from view.

## 2. Existing Building Repairs and Renovations

- a. Guiding Principles
  - i. Repairs and renovations involving less than 25% of the total building will be considered *minor* and no specific, mandatory improvements will be required by this document. It is suggested, however, that building owners make building improvements as suggested in this section while making any repairs and renovations to their buildings.

- ii. If 25-50% of the total building is involved in a repair or renovation it shall be considered **major** and certain improvements to the building design, façade, windows, awnings, and building materials may be required as shown below.
- iii. If more than 50% of the total building is involved in a repair or renovation or if more than 50% of the building is to be replaced after damage from a fire or other natural disasters, the total building will be brought up to the standards for new buildings described above and in other sections of this UDO.
- iv. Determination of the level of repair or renovation will be made by the Town Planner and is appealable to the Planning Board.

b. Building design

- i. No overall building design features will be required to be changed or modified during **minor** repairs or renovation.
- ii. During **major** repairs or renovations, design features impacted by the required work will be brought into compliance as much as possible with Section 1 above.

c. Façade design

- i. Street facing and entrance side façade improvements should be considered during **minor** repairs and renovations if the work required involves those building faces.
- ii. Street facing and entrance side façades improvements must be considered during **major** repairs and renovations. Guidelines shown in Section 1 above should be followed as much as practical in the opinion of the Town Planner.

d. Building siting

- i. Most building repairs or renovations will not involve building siting but if building additions are considered, they should be used to accomplish, as much as possible, the guidelines shown in Section 1 above.

e. Building orientation

- i. Most building repairs or renovations will not involve building orientation but if building additions are considered, they should be used to accomplish, as much as possible, the guidelines shown in Section 1 above.

f. Window requirements

- i. When window replacements are a part of minor repairs and renovations, the new windows shall follow Section 1 above. During major repairs and renovations or when at least 50% of the existing windows are to be replaced, all windows will be replaced and will be per Section 1 above.
- g. Awnings and other shading devices
  - i. If existing awnings or shading devices are to be replaced during minor or major repairs and renovations, they shall comply with Section 1 above. If an awning or shading device is damaged significantly, it shall be replaced with a device that meets the standards shown.
- h. Signage
  - i. Signs not in compliance with Section 6 of the UDO will be replaced with complying signs when the signs are replaced or if major repairs are required. Existing signs shall be maintained in a like-new condition.
- i. Building materials
  - i. Building materials used during repair or reconstruction of existing buildings will be as required in Section 1 above and by other sections of the UDO. Minor repairs can be made with materials similar to those of the existing surface except as noted for minor and major renovations above.
  - ii. Color schemes for downtown buildings will be of low reflectance, earth tone, muted, subtle or neutral colors. Properly mixed trim and wall colors are encouraged. Bright, shiny, garish, fluorescent, or neon colors and finishes will not be allowed. Color schemes of existing buildings will be reviewed by the Town Planner at any time a building is repainted and shall be brought into compliance with this standard.
- j. Parking lots for existing structures will be brought into compliance with this appendix over a period of time as specified below.
- k. Accessory structures
  - i. Existing accessory structures will be brought into compliance with Section 1 of this appendix at the time of a major repair or addition to main structure.
- l. Outside storage

- i. Outside storage is not allowed in the Downtown Area unless completely screened from public view. Outdoor screening will be constructed of material similar or complementary to the main building construction.
- ii. Enclosures for trash receptacles and dumpsters will be closed on all four sides and accessed by hinged doors. The enclosure will be constructed of materials similar or complementary to the main building.

m. Screening requirements

- i. Utilities, outdoor transformers, switch boxes and gas meters will be maintained in good order and will be screened from view from the street and adjacent property.
- ii. Roof and ground mounted HVAC equipment will be screened from view from the street and adjacent properties

### 3. Existing Building Replacement

- a. Replacement of more than 50% of an existing building's structure will require that all standards listed in **Section 1- New and Infill Building** shall be met. This includes siting the building to the front of the lot unless the lot's configuration makes that impossible.

### 4. Parking Lot Improvements

These guidelines will apply to all parking lots for new and existing buildings. Existing property owners will be required to upgrade their lots to these standards when any major work is done to the parking lots. Allowances may be made if existing conditions prevent the property owner from fully complying with these standards as determined by the Town Planner. Decisions of the Town Planner can be appealed to the Planning Board.

a. General Requirements

- i. Parking lots will comply with Section 9 of the Uniform Development Ordinance.
- ii. Town and NCDOT approved street parking will be separated from the private property owner's parking lot by curbing, sidewalks, landscaping and/or retaining walls as appropriate.
- iii. Parking lots will be located on substantially flat property with proper drainage to control storm water runoff.

b. Surfacing requirements

- i. All parking lots will be paved with commercial grade asphalt or concrete laid over an adequate layer of crushed stone. Semi-permeable surfaces may be approved by the Town Planner. Alternative materials may include brick, pavers or other materials designed specifically for parking lot surfaces. Alternative materials shall only be considered if such materials exhibit equivalent load bearing and wear characteristics as concrete or asphalt.
- c. Curbing requirements
  - i. Curbing shall be required around the perimeter of the parking lot where possible to offer definition between the parking lot and adjacent property, sidewalks, and roadways.
- d. Parking space lining
  - i. Parking spaces within the parking lot will be clearly defined by professionally applied painted lines.
  - ii. Handicapped spaces will be provided as required by The Americans Disability Act and other NCDOT regulations.
- e. Bicycle racks
  - i. A bicycle rack will be provided for parking lots with 12 or more spaces and for all establishments potentially serving pedestrian customers (restaurants, convenience stores, etc.) The rack design will be approved by the Town Planner and will allow the bicycle rider to secure his or her bicycle with a cable or chain (provided by the rider.)
- f. Curb cuts
  - i. Curb cuts onto any road will be clearly defined. New curb cuts will be as regulated by NC DOT but will be limited to one entrance and one exit curb cut per property unless special circumstances exist.
  - ii. No continuous curb cuts will be allowed.
- g. Maintenance
  - i. Parking lots will be maintained by the property owner to ensure that cracks and potholes are repaired in a timely manner, with major potholes (more than 12 inches across) being repaired in no more than a month of their creation. All surfaces shall be kept clear of weeds, dust, dirt, trash and debris.



- ii. Parking space lining, signs, curb cuts, etc. are to be kept in a like-new condition, being repaired, refurbished and/or replaced as needed.

## **5. Landscape Improvement**

These guidelines will apply to landscaping for new and existing buildings. Existing property owners will be encouraged to upgrade their landscaping to these standards in a reasonable amount of time. Allowances may be made if existing conditions prevent the property owner from fully complying with these standards as determined by the Town Planner. Decisions of the Town Planner can be appealed to the Planning Board.

### **a. General requirements**

- i. Landscaping will comply with Section 8 of the Uniform Development Ordinance.
- ii. Section 8.2.3 requires parking lot canopy trees be provided so that there is at least one tree within 100 feet of each parking space. In the downtown area this density is increased to one tree within 75 feet and some trees used to meet this requirement shall be planted along the roadway in a uniform manner. Street trees will be spaced along the roadways at a minimum 50 foot spacing.
- iii. A landscaping plan must be approved by the Town Planner prior to installation

### **b. Efforts toward uniformity**

- i. Shared landscaping by adjacent property owners is encouraged.
- ii. The type and spacing of street trees on adjacent properties will be kept as uniform as possible as determined by the Town Planner

## **6. Streetscape Improvement**

Streetscape improvements will be provided by the Town in cooperation with NCDOT and private property owners. These guidelines are in addition to the requirements of private property owners defined in this amendment and in other parts of the UDO.

### **a. Street Parking**

- i. A street parking plan will be created and implemented as major road work is contemplated. Street parking will include a mix of

angle and parallel parking as space within the road right-of-way allows. Curb “bump-outs” may be provided to allow safe entrance and exit from private parking areas. All street parking will be in accordance with NC DOT standards.

b. Curbs and gutters will be installed on all downtown area streets with adequate storm drainage provided.

c. Sidewalks

i. Continuous sidewalks will be provided along both sides of all major and minor roads in the downtown area.

ii. Sidewalks shall be provided along all street fronts for new building construction and during major repairs or additions to existing buildings or parking lots as a part of that construction work. Other sidewalks will be provided over time by the Town based on a master plan schedule developed by the Board of Aldermen.

iii. Sidewalks must:

1. Have a minimum five (5) foot width.
2. Be constructed of not less than 3,000 pound-per-square-inch weight bearing density concrete.
3. Be a minimum of four (4) inches in thickness
4. Be constructed on an adequately compacted and properly graded stone base
5. Have a lateral slope of  $\frac{1}{4}$  inch per foot toward the street
6. Be steel troweled and light broom finished and cured properly
7. Have tooled joints at intervals of not more than five feet and expansions joints at intervals of not more than 40 feet
8. Meet all current Americans with Disabilities Act (ADA) standards.

d. Curb cuts

i. New curb cuts

1. New curb cuts will be as regulated by NC DOT but will be limited to one entrance and one exit curb cut unless special circumstances exist.
- ii. Existing curb cuts
  1. Where continuous or particularly wide curb cuts exist, they shall be consolidated into no more than one entrance and one exit curb cut as allowed by NC DOT.
- e. Street landscaping
  - i. Street trees and other plantings will be provided between the road curbs and the sidewalk where possible. Planted medians will be installed as major road modifications are made.
  - ii. Intersection corner and other planters will be included and provided by the private property owner during new construction or during major renovations. Other planters will be provided by the Town based on a master plan schedule developed by the Board of Aldermen.
    1. Planters will be constructed of a uniform material and will be spelled out in the master plan developed by the Board of Aldermen.
    2. Visibility- sight lines at intersections and driveways will not be obstructed by planters or other landscape plantings. Street tree lower limbs will be pruned as needed to insure adequate visibility of storefronts, parking lots and driveways.
  - iii. Medians
    1. Decorative
    2. Traffic controlling
      - a. Coordinate with property owners
  - iv. Turn lanes
    1. Coordinate with property owners

## **7. Miscellaneous**

- a. Adjacent properties owned by the same entity but operated as separate businesses will be considered, for the purpose of this appendix, as being separate and will be required to meet all requirements individually. No shared parking lots will be allowed but

driveway-type connections between two or more parking lots will be allowed.

## **8. Appeals of Town Planner Decisions**

- a. Some subjective decisions of this appendix are assigned to the Town Planner. If the Town Planner's decision on any of these issues is unacceptable to the property owner/developer they may appeal the decision to the Planning Board at their next regularly scheduled meeting. During that appeal, the property owner/developer will be allowed to present his request and provide information, data or professional testimony supporting his request. The Town Planner will explain his reason for rejecting the request. The Planning Board will either vote to support the Planner's decision, vote to support the owner/developer's request or offer a compromise between the two opinions.

# Downtown Development Guidelines

Making the 2016 Downtown Master Plan a reality

## A. Purpose and Applicability

The purpose of this chapter is to provide guidelines for construction of new buildings and renovation of existing structures in the Town's Downtown (an area depicted in Fig.33 of the *Town of Granite Quarry Downtown Masterplan*, dated January 2016) that will promote development over time of an attractive, campus-like environment. With a mixture of old and new buildings of various styles and forms, these guidelines will attempt to provide some level of uniformity, proportion, and compatibility of the structures, landscaping, walkways and streetscape that will promote the form, function, and beauty of our Town.



Area of Downtown as shown in Fig. 33 of Downtown Master Plan

## A. General Guidelines

1. Since the existing buildings in the downtown area are of many forms, building locations, building materials, etc., these guidelines will be used to create a ***campus*** of buildings of ***complementary*** size, shape, form and function. Rule enforcement will take into consideration how the new building will be impacted by existing buildings and vice versa.
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3. Building proportions will be in relative scale to adjacent structures but the impact on the overall Downtown Area appearance should be paramount.
4. Understanding that the appearance of some existing buildings, their parking lots and outbuildings may not currently fit the long-term vision of the *Downtown Masterplan* but that these buildings and their business presence are critical to the success of our downtown, Section 2 of this chapter specifies changes that can/will be made over time. Most changes will only be required during major renovations or additions but will be encouraged as soon as possible.
5. Subjective decisions allowed by the Town Planner in this *Downtown Building Design Guidelines* can be appealed to the Planning Board at their regular monthly meeting.



## Plan broken down into sections:

- New and Infill Development
- Existing Building Repairs and Renovations
- Existing Building Replacement
- Parking Lot Improvements
- Landscape Improvements
- Streetscape Improvements
- Miscellaneous
- Appeals Process

Adoption of  
the proposed  
*Appendix A-  
Building  
Design  
Guidelines and  
Requirements:*

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Is just a good first step

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Will evolve over time as the  
downtown area evolves

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Will help the Downtown  
Master Plan dream come true

Action required:

1. Hold a public hearing
2. Discuss any required revisions
3. Approve motion to “Adopt ***Appendix A- Building Design Guidelines and Requirements*** (as revised) as a part of the Town’s Uniform Development Ordinance”
4. Approve Statement of Consistency Statement included in your meeting materials

MEMO:

April 6, 2018

**RE: Commercial/Industrial Development Cul-de-sacs**

The Mayor recently requested that we consider a text revision to the Uniform Development Ordinance (UDO) adding language as needed to control/limit the number of driveway cuts into a cul-de-sac in a commercial or industrial development. I think his concern was initiated by the existing cul-de-sac located at the end of Chamandy Drive. This cul-de-sac allows access to the rear of Gildan Yarns and at least visually gives future access to one of Rowan County's two properties at the end of this road. Discussions are underway with the County and others to extend Chamandy Drive southwest approximately 600 feet from the end of the cul-de-sac to property owned by Granite Quarry. If or when this extension takes place, having too many driveways utilizing the cul-de-sac would create a traffic problem.

In researching this issue, I found that while cul-de-sacs are prevalent in residential developments, they are rarely if ever used in commercial/industrial parks. I could find no guidance in the NCDOT design manuals or in other design information available on the internet. A Google Earth survey of industrial parks in Rowan County and surrounding cities revealed few cul-de-sacs. Most sizable industrial parks addressed internal traffic with loop roads, duel entrance/exit driveways to individual sites or truck parking and turn-around areas built on private properties.

Since I was not involved in the design and development of Chamandy Drive or the surrounding industrial property (sometimes identified as the Granite Quarry Industrial Park), I don't know what influences dictated the use of a cul-de-sac or even why the road was paved past what was needed to access the Easter Creak site that is currently under construction. I would assume that Gildan Yarn's desire for a rear entrance played into that decision.

Regardless of the reasoning, the cul-de-sac currently exists and could be used to access the two Rowan County properties mention previously. Currently, and certainly once Chamandy Drive is extended, the limited road frontage onto the cul-de-sac for Rowan County's northern property is likely too narrow for a driveway. Their southern property has almost 800' of frontage on Chamandy Drive and thus, would not need to access through the cul-de-sac.

**Conclusions:**

1. Due to the surface damage to the road caused by large, heavy trucks making limited radius turns in a cul-de-sac, they should be avoided if possible in commercial/industrial

developments. “No turn around” signs should be posted at the Heilig Road entrance to Chamandy Drive.

2. The current cul-de-sac at the end of Chamandy Drive should be abandoned when/if the road is extended to the Town’s property. Gildan Yarns rear driveway should be configured to access Chamandy at a right angle.
3. No additional curb cuts should be approved into the cul-de-sac regardless of the Chamandy Drive extension.
4. Our UDO has guidelines for driveway separation that will control where and how many driveways will be allowed onto Chamandy Drive. No additional UDO text amendments are needed at this time.



MEMO

April 30, 2018

TO: Planning Board Members

**RE: Proposed UDO Text Amendment  
Cul-de-sacs in Industrial/Commercial Developments**

The Uniform Development Ordinance in Section 10.1.7 addresses cul-de-sacs but the current language is more suitable to cul-de-sacs in residential subdivisions than industrial or commercial business parks. In residential applications, multiple lots may have frontage and driveways on the cul-de-sac but as the driveway cuts are limited in width as compared to the lot frontage required, and as traffic from individual residential lots is minimal, the use of cul-de-sacs is an acceptable road design where through-roads are not possible.

Commercial and industrial developments have higher traffic counts and their roads are used by large, heavy tractor-trailer rigs that require very large turning radii, causing increased road surface wear and tear. After reviewing NCDOT recommended road standards and checking other industrial/commercial developments across the region, we are suggesting that cul-de-sacs be discouraged in industrial/commercial developments in Granite Quarry.

I would suggest the following be added to Section 10.1.7 of the UDO:

***D. Cul-de-sacs will not be allowed in commercial and/or industrial developments unless approved as a Variance by the Zoning Board of Adjustment due to unavoidable site size or topography restrictions. Individual lots in these developments will include adequate interior roads or parking areas to permit any traffic turn-around required by the individual businesses. “No Truck Turn Around” signs will be located at the entrances to the development and “No-Parking” signs will be installed along the interior roads.***

# Cul-de-sacs in Industrial Parks

UDO text amendment to discourage the use of cul-de-sacs in industrial and commercial developments

**Problem**- The wear and tear caused by tractor-trailer rigs on the road surface of cul-de-sacs in industrial parks.

**Solution**- Discourage the use of cul-de-sacs in the internal road layout and design of industrial parks.



I would suggest the following be added to Section 10.1.7 of the UDO:

***D. Cul-de-sacs will not be allowed in commercial and/or industrial developments unless approved as a Variance by the Zoning Board of Adjustment due to unavoidable site size or topography restrictions. Individual lots in these developments will include adequate interior roads or parking areas to permit any traffic turn-around required by the individual businesses. “No Truck Turn Around” signs will be located at the entrances to the development and “No-Parking” signs will be installed along the interior roads.***

## Action needed:

1. Hold public hearing
2. Suggest any revisions to staff's proposed UDO text amendment
3. Approve by motion the proposed text amendment (with any revisions required by the board)
4. Approve the Statement of Consistency included in your board meeting materials



MEMO:

April 9, 2018

**RE: Construction Mud and Debris in Public Street**

The Mayor recently asked what laws and/or regulations we might use to force contractors and/or property owners to clean up mud that was being tracked onto a public street as vehicles left a construction site, and if lacking some method of enforcement that we consider modifying an existing or adding a new ordinance to control this problem.

Our current Code of Ordinances does not appear to include language specific to this problem. State law controls litter on streets but the definition of litter does not include reference to mud or dirt. My research shows that this is a common problem and one more difficult to resolve than you might think. Enforcement is made difficult in that most laws require action be taken against the person breaking the law, not the person who owns the property where the violation took place. In the case of mud being tracked into a street, absent a witness willing to testify that the mud was tracked by a certain vehicle driven by a specific person, the courts would not likely convict a property owner who had nothing to do with the violation.

Requiring the property owner to be responsible for the road located in front of his property but owned/controlled (by R-O-W) by the Town or State is equally problematic. If a random truck driving by dumps mud or trash in front of a property, should the property owner be responsible for cleaning up that mess? Obviously not, and the same might hold true with mud tracked off his property by others.

Some jurisdictions use erosion control enforcement to manage this problem. Large construction sites (over one acre) are required to have an approved erosion control plan in place. This is true here with erosion control being enforced by Rowan County. Other jurisdictions report violations to NCDOT (<https://www.ncdot.gov/contact/report/debris/>). These methods of enforcement are sometimes slow to respond and of course, are not under the direct control of the Town.

Some jurisdictions try to be proactive, specifying in their development ordinances that construction site entrances be equipped with mud reducing systems such as long stretches of gravel or even washdown stations. This approach, while proactive, must be enforced equally on all sites, imposing

unnecessary cost on low traffic sites or other sites not needing this control due to dry weather or other site conditions.

Specifically, and narrowly declaring as a public nuisance the mud and debris tracked from a construction site onto the public road seems to be the preferred course of action in the towns and cities that try to control this problem. If the Board of Aldermen would like to pursue enforcement actions on this issue I would suggest that we modify the Town's Code of Ordinances as follows:

Chapter 9 Environment, Section 9-33, Declaration of Public Nuisance  
Add Item 12. To the list of Public Nuisances as follows:

***“12. Dirt and/or Construction Debris on Public Street- It shall be unlawful for the contractor in charge of a construction project, or lacking said contractor, the property owner on whose land the construction project is taking place, to allow vehicles leaving the site to deposit dust, dirt, mud or construction debris on a public street. Each day after violation notification will constitute a separate violation and will be fined as set forth in the Town's Code of Ordinances and/or Schedule of Fees and Fines.”***

# Construction Mud in Public Streets

Authority to clean up a messy problem

**Problem-** Mud and debris is being tracked onto public streets from active construction sites. While there are several ways to address this problem (NCDOT, Rowan County Erosion Control, NC State littering laws) they all have problems and allow little direct control by Town staff.

**Solution-** Add Construction Mud and Debris as an identified Nuisance to Chapter 9, Section 9-33 of our Code of Ordinances, allowing Town staff to handle this problem as a normal Code Enforcement issue.

## Suggested Text Amendment-

Chapter 9 Environment, Section 9-33, Declaration of Public Nuisance  
Add Item 12. To the list of Public Nuisances as follows:

***“12. Dirt and/or Construction Debris on Public Street- It shall be unlawful for the contractor in charge of a construction project, or lacking said contractor, the property owner on whose land the construction project is taking place, to allow vehicles leaving the site to deposit dust, dirt, mud or construction debris on a public street. Each day after violation notification will constitute a separate violation and will be fined as set forth in the Town’s Code of Ordinances and/or Schedule of Fees and Fines.”***

## **Action needed:**

1. Hold a public hearing
2. Make any revisions desired to the staff-proposed text amendment
3. Approve by motion and vote, the proposed text amendment with any revisions desired
4. Approve the Statement of consistency included in your board meeting materials



MEMO:

March 26, 2018

**RE: Internet Gaming**

**Narrative:**

For at least two decades, video gaming or gambling has been a controversial problem for state and local governments. Each time the NC General Assembly adopted a law or regulation attempting to shut down what they considered illegal gambling, the individuals and companies profiting from these businesses found a way to circumvent those rules or find the laws unconstitutional. The latest challenge hangs its hat on GS 14-306 (b) that exempts “games of skill” from being classified as gambling. Since those with higher skill levels are likely to win more often, their argument goes, internet poker-like games should be exempted.

Regardless of our personal feelings about this argument or gambling in general, as long as this is considered a legal business by the State of North Carolina, the Town of Granite Quarry must address this type of business in our zoning regulations found in our Uniform Development Ordinance (UDO). Currently, electronic gaming is defined (page A-13) and listed as an activity in the Section 3.3 Permitted Uses Table on page 3-10, but is not marked as either a “Permitted by Right”, “Conditional Use”, or “Special Restrictions” in any of our Zoning Classifications. Since we can not legally “zone something out of existence”, we need to decide in which Classifications it should be allowed and with what types of restrictions we might want/need to apply.

Based on the definitions found in our UDO, the logical zoning classifications for this type of business would be Central Business (CB) and Highway Business (HB). It might be tempting to those opposed to this type of business to zone it in something like Heavy Industrial (HI) to keep it away from existing businesses. Keep in mind though that your decisions need to be fair, reasonable, and defensible if challenged in court. It is better to control any real or perceived negative impacts with conditions or special restrictions.

From a planning perspective, it would be better to create a consistent list of requirements that all of these businesses would be subject to instead of dealing with creating special conditions for each as they apply. Some of the requirement you might consider would include separation from churches or schools, separation from parks, separation from historic districts, separation from similar types of businesses, hours of operations, signage, no alcoholic beverage to be sold or consumed on the property, age minimum (18) for customers, etc.

**Action Required:**

This will require a text amendment to the UDO and thus will require staff to generate a draft amendment that the Planning Board will review and then forward to the Board of Aldermen (BoA) with a recommendation to approve, modify or deny. The BoA will hold a public hearing and then modify, approve or disapprove the text amendment. Before staff begins its work of drafting the amendment, it would be helpful if the BoA would give us some guidance on their feeling concerning this issue. Remember, the BoA will get the final say on the text amendment so what we are looking for now is just general direction and ideas from the Board Members.



Memo:

April 6, 2018  
Revised April 8, 2018

**RE: Recommended UDO text amendment for Electronic Gaming Operations**

1. ***Electronic Gaming Operations*** needs to be listed as a Conditional Use (C) with Special Restrictions (SR) in the Highway Business District (HB) and Central Business District (CB) zoning classification columns of the Uniform Development Ordinance (UDO) Section 3.3 Permitted Uses Table.
2. The Special Restrictions (SR) would be numbered ***4.6.4 Electronic Gaming Use***, and would include the following
  - a. Proximity to *Electronic Gaming Operations*- The establishment, enlargement, reconstruction, resumption or structural alteration of any *electronic gaming operation* shall be prohibited within one thousand (500) feet of another such *electronic gaming operation*.
    - i. Measurement of Distances- Distances of separation in this section will be measured in a straight line from the closest exterior wall of the primary structure of each establishment.
  - b. Proximity to Protected Uses and Protected Districts- The establishment, enlargement, reconstruction, resumption or structural alteration of any *electronic gaming operation* shall be prohibited within five hundred (250) feet of any existing school, kindergarten, religious place of worship, town park, child care establishment, bar, nightclub, or Historic District and shall be prohibited within two hundred and fifty (100) feet of any residential structure.
    - i. Measurement of Distances- Distances of separation in this section will be measured in a straight line from the closest exterior wall of the primary structure of each establishment.
  - c. Alcoholic beverages shall not be allowed, sold or consumed on the property, including the parking lot, of any electronic gaming operation.
  - d. Applicant for the Conditional Use Permit and the operator of the electronic gaming operation can not have been convicted of a felony.
  - e. Hours of operation shall be limited to from 9:00 AM to 2:00 AM, Monday-Sunday.

# Electronic Gaming Operations

Proposed amendment to Uniform Development Ordinance

\*\*\*These games are currently legal under State law and thus we must amend our zoning ordinance to allow them in our town\*\*\*

## RE: Recommended UDO text amendment for Electronic Gaming Operations

- 1. Electronic Gaming Operations* needs to be listed as a Conditional Use (C) with Special Restrictions (SR) in the Highway Business District (HB) and Central Business District (CB) zoning classification columns of the Uniform Development Ordinance (UDO) Section 3.3 Permitted Uses Table.

2. The Special Restrictions (SR) would be numbered **4.6.4 Electronic Gaming Use**, and would include the following
- a. Proximity to *Electronic Gaming Operations*- The establishment, enlargement, reconstruction, resumption or structural alteration of any *electronic gaming operation* shall be prohibited within five hundred (500) feet of another such *electronic gaming operation*.
    - i. Measurement of Distances- Distances of separation in this section will be measured in a straight line from the closest exterior wall of the primary structure of each establishment.
  - b. Proximity to Protected Uses and Protected Districts- The establishment, enlargement, reconstruction, resumption or structural alteration of any *electronic gaming operation* shall be prohibited within two hundred fifty (250) feet of any existing school, kindergarten, religious place of worship, town park, child care establishment, bar, nightclub, or Historic District and shall be prohibited within one hundred (100) feet of any residential structure.
    - i. Measurement of Distances- Distances of separation in this section will be measured in a straight line from the closest exterior wall of the primary structure of each establishment.
  - c. Alcoholic beverages shall not be allowed, sold or consumed on the property, including the parking lot, of any electronic gaming operation.
  - d. Applicant for the Conditional Use Permit and the operator of the electronic gaming operation can not have been convicted of a felony.
  - e. Hours of operation shall be limited to from 9:00 AM to 2:00 AM, Monday- Sunday.

Actions needed:

1. Hold a public hearing
2. Make any suggested revisions to the text amendment presented
3. Approve by motion the text amendment to the UDO as presented by staff (with any board approved revisions)
4. Approve the suggested Statement of Consistency





**From:** Justin Rice <[jrice@marsyslaw.us](mailto:jrice@marsyslaw.us)>  
**Date:** Friday, March 23, 2018 at 10:18 AM  
**To:** "[wfeather@granitequarrync.gov](mailto:wfeather@granitequarrync.gov)" <[wfeather@granitequarrync.gov](mailto:wfeather@granitequarrync.gov)>  
**Cc:** "[jlafevers@granitequarrync.gov](mailto:jlafevers@granitequarrync.gov)" <[jlafevers@granitequarrync.gov](mailto:jlafevers@granitequarrync.gov)>, "[jcostantino@granitequarrync.gov](mailto:jcostantino@granitequarrync.gov)" <[jcostantino@granitequarrync.gov](mailto:jcostantino@granitequarrync.gov)>, "[kress@granitequarrync.gov](mailto:kress@granitequarrync.gov)" <[kress@granitequarrync.gov](mailto:kress@granitequarrync.gov)>, "[jlinker@granitequarrync.gov](mailto:jlinker@granitequarrync.gov)" <[jlinker@granitequarrync.gov](mailto:jlinker@granitequarrync.gov)>  
**Subject:** Marsy's Law For North Carolina

Mayor Feather & the Board,

Good morning. My name is Justin Rice and I work for an organization called Marsy's Law For North Carolina. We are a nonprofit that is working to pass a victim's rights bill here in North Carolina (House Bill 551). The bill would give victims of violent crimes the right under the state constitution to be notified about the release of their attacker, the date of the bail hearings, parole hearings, and the right to be kept informed about all aspects of the trial. Simply put, we believe that if a rapist has rights then why shouldn't a rape victim?

I have attached a copy of the bill above. The bill is currently in the Senate, and recently passed the House 98-17 with overwhelming bipartisan support. Representatives Ford and Warren both voted YES on the bill. We have been endorsed by 62 sheriffs, and over 250 elected officials from both sides of the aisle.

The reason I am reaching out to you is because I am working with local communities in Rowan County and the surrounding counties to raise awareness and support for Marsy's Law. So far we have had 19 towns and 17 Counties in North Carolina pass proclamations in support of Marsy's Law. Our organization would love to have the support of the Town of Granite Quarry. We want to make sure that this bill passes and the victims of violent crimes finally get the rights that they deserve. I would be more than happy to set up a meeting and speak with the board.

I look forward to hearing back from you.

Regards,

Justin Rice  
Field Director  
Marsy's Law For North Carolina  
(704) 292-8082

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017

H.B. 551  
Apr 4, 2017  
HOUSE PRINCIPAL CLERK

H

D

HOUSE BILL DRH30244-MS-28 (01/25)

Short Title: Strengthening Victims' Rights. (Public)

Sponsors: Representatives Dollar, R. Turner, Destin Hall, and Earle (Primary Sponsors).

Referred to:

1 A BILL TO BE ENTITLED  
2 AN ACT TO AMEND THE LAW AND CONSTITUTION OF NORTH CAROLINA TO  
3 PROVIDE BETTER PROTECTIONS AND SAFEGUARDS TO VICTIMS.

4 The General Assembly of North Carolina enacts:

5 SECTION 1. Section 37 of Article I of the North Carolina Constitution reads as  
6 rewritten:

7 "Sec. 37. Rights of victims of crime.

8 (1) Basic rights. Victims of ~~crime, as prescribed by law,~~ crime shall be entitled to the  
9 following basic rights:

- 10 (a) ~~The right as prescribed by law to be informed of and to be present at~~  
11 ~~court~~ right, upon request, to reasonable and timely notice of, and to be  
12 present at criminal and juvenile proceedings of the accused.
- 13 (b) ~~The right to be heard at sentencing or disposition of the accused in a manner~~  
14 ~~prescribed by law, and at other times as prescribed by law or deemed~~  
15 ~~appropriate by the court.~~ any proceeding involving release, plea, parole, and  
16 during which a right of the victim is implicated.
- 17 (c) ~~The right as prescribed by law to receive~~ full and timely restitution from the  
18 defendant.
- 19 (d) ~~The right as prescribed by law to be given information about the crime, how~~  
20 ~~the criminal justice system works, the rights of victims, and the availability~~  
21 ~~of services for victims.~~
- 22 (e) ~~The right as prescribed by law to receive information about the conviction or~~  
23 ~~final disposition and sentence of the accused.~~
- 24 (f) ~~The right as prescribed by law~~ right, upon request, to receive notification of  
25 escape, release, proposed parole or pardon of the accused, or notice of a  
26 reprieve or commutation of the accused's sentence.
- 27 (g) ~~The right as prescribed by law to present their views and concerns to the~~  
28 ~~Governor or agency considering any action that could result in the release of~~  
29 ~~the accused, prior to such action becoming effective.~~
- 30 (h) ~~The right as prescribed by law to confer with the prosecution.~~
- 31 (i) The right to reasonable protection from the accused or anyone acting at the  
32 direction of the accused.
- 33 (j) The right to proceedings free from unreasonable delay and a prompt  
34 conclusion of the case.
- 35 (k) The right to be treated with fairness and respect for the victim's dignity and  
36 privacy.



1 (1a) The victim, the victim's next of kin, the victim's attorney, or other lawful  
 2 representative, or the attorney for the government, upon request of the victim, may assert and  
 3 seek enforcement of the rights enumerated in this section and any other right afforded to the  
 4 victim by law in any trial or appellate court, or before any other authority, with jurisdiction  
 5 over the case. The court or other authority with jurisdiction shall act promptly on a request. The  
 6 victim does not have party status. The court shall not appoint an attorney for the victim under  
 7 this section. Nothing in this section shall be construed to alter the powers and responsibilities of  
 8 the District Attorney.

9 (1b) As used in this section, a "victim" includes any person directly and proximately  
 10 harmed by the commission of a felony, sexual offense, domestic criminal trespass, stalking  
 11 offense, offense involving a violation of a protective order, or any offense in which assault or  
 12 threats are an element, or a person against whom such an offense is committed. The term  
 13 "victim" does not include the accused or a person whom the court finds would not act in the  
 14 best interests of a deceased, incompetent, minor, or incapacitated victim.

15 (2) No money damages; ~~other enforcement damages.~~ Nothing in this section shall be  
 16 construed as creating a claim for money damages against the State, a county, a municipality, or  
 17 any of the agencies, instrumentalities, ~~officers,~~ or employees thereof. ~~The General Assembly~~  
 18 ~~may provide for other remedies to ensure adequate enforcement of this section.~~

19 (3) No ground for relief in criminal case. The failure or inability of any person to  
 20 provide a right or service provided under this section may not be used by a defendant in a  
 21 criminal case, an inmate, or any other accused as a ground for relief in any trial, appeal,  
 22 postconviction litigation, habeas corpus, civil action, or any similar criminal or civil  
 23 proceeding."

24 **SECTION 2.** The amendment set out in Section 1 of this act shall be submitted to  
 25 the qualified voters of the State at the general election in November 2018, which election shall  
 26 be conducted under the laws then governing elections in the State. Ballots, voting systems, or  
 27 both may be used in accordance with Chapter 163 of the General Statutes. The question to be  
 28 used in the voting systems and ballots shall be:

29 "[ ] FOR [ ] AGAINST

30 Constitutional amendment to strengthen protections for victims of crime, to  
 31 establish certain, absolute basic rights for victims, and to ensure the enforcement of these  
 32 rights."

33 **SECTION 3.** If a majority of the votes cast on the question are in favor of the  
 34 amendment set out in Section 1 of this act, the State Board of Elections shall certify the  
 35 amendment to the Secretary of State, who shall enroll the amendment so certified among the  
 36 permanent records of that office. The amendment becomes effective January 1, 2019.

37 **SECTION 4.** This act becomes effective January 1, 2019.

**RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A ONE-YEAR AUDIT CONTRACT WITH EDDIE CARRICK, CPA AS AN EXTERNAL FINANCIAL AUDITOR FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

**WHEREAS**, the Town of Granite Quarry desires to execute an award of contract for the annual audit; and

**WHEREAS**, the contract has been reviewed by staff and recommends entering into contract with Eddie Carrick, CPA, attached hereto as Exhibit "A", and incorporated by reference herein; and

**WHEREAS**, the funds to support this engagement will be approved in the annual fiscal year budget.

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

**SECTION 1.**

The Town Manager is hereby authorized to enter into a contract with Eddie Carrick, CPA as an independent external financial auditor and execute a one-year audit contract for \$9000 for the fiscal year ending June 30, 2018.

**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 4<sup>TH</sup> DAY OF JUNE 2018.**

\_\_\_\_\_  
William D. Feather, Mayor

**ATTEST:**

\_\_\_\_\_  
Tanya Maria Word, Town Clerk, CMC

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Graham Corriher, Town Attorney

# EDDIE CARRICK, CPA, PC

Certified Public Accountant

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March 1, 2018

To the Honorable Mayor and Board of Aldermen  
Town of Granite Quarry  
Granite Quarry, North Carolina

We are pleased to confirm our understanding of the services we are to provide Granite Quarry for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Granite Quarry as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Granite Quarry's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Granite Quarry's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Other Post-Employment Benefits Schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Granite Quarry's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Individual fund statements and schedules.
- 2) Schedule of expenditures of federal awards (if applicable).
- 3) Law Enforcement Officers' Special Separation Allowance Report (if applicable).

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards* (if applicable).

CONTRACT TO AUDIT ACCOUNTS

Of Town of Granite Quarry, North Carolina

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 1st day of March, 2018,

Auditor: Eddie Carrick, CPA, PC Auditor Mailing Address: 151 Young Drive, Lexington, NC 27292

Hereinafter referred to as The Auditor

and Town Council (Governing Board(s)) of Town of Granite Quarry, North Carolina (Primary Government)

and \_\_\_\_\_: hereinafter referred to as the Governmental Unit(s), agree as follows: (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1st, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: 10/31/18. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (**Note: Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the



Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

*SIGNATURE PAGES FOLLOW FEES PAGE*

Contract to Audit Accounts (cont.) **Town of Granite Quarry, North Carolina**  
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

**FEES – PRIMARY GOVERNMENT**

AUDIT: \$ 7,500.00

WRITING FINANCIAL STATEMENTS: \$ 1,500.00

ALL OTHER NON-ATTEST SERVICES: \$ \_\_\_\_\_

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 6,750.00

\*\* NA if there is to be no interim billing

**FEES – DPCU (IF APPLICABLE)**

AUDIT: \$ \_\_\_\_\_

WRITING FINANCIAL STATEMENTS: \$ \_\_\_\_\_

ALL OTHER NON-ATTEST SERVICES: \$ \_\_\_\_\_

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ \_\_\_\_\_

\*\* NA if there is to be no interim billing

Contract to Audit Accounts (cont.) Town of Granite Quarry, North Carolina  
Primary Government Unit  
Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

**Audit Firm Signature:**

Eddie Carrick CPA PC  
Name of Audit Firm

By Eddie Carrick

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date \_\_\_\_\_

eddie@eddiecarrickcpa.com  
Email Address of Audit Firm

**Governmental Unit Signatures:**

Town of Granite Quarry, North Carolina  
Name of Primary Government

By \_\_\_\_\_  
Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date \_\_\_\_\_

By N/A  
Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date \_\_\_\_\_

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**

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

By \_\_\_\_\_  
**Primary Government Unit Finance Officer:**  
Type or print name

\_\_\_\_\_  
**Primary Government Finance Officer Signature**

Date \_\_\_\_\_  
*(Pre-audit Certificate must be dated.)*

\_\_\_\_\_  
Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

\*\*\* Please provide us the most current email addresses available as we use this information to update our contact database\*\*\*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable).

If applicable, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; if applicable, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; if applicable, the Single Audit Act Amendments of 1996; and if applicable, the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit (if applicable). Our reports will be addressed to management and the Board of Aldermen of Granite Quarry. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards (if applicable); federal award programs (if applicable); compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards* (if applicable).

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* (if applicable), and the Uniform Guidance (if applicable).

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Granite Quarry's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards* (if applicable).

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Granite Quarry's major programs. The purpose of these procedures will be to express an opinion on Granite Quarry's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards (if applicable), and related notes of Granite Quarry in conformity with U.S. generally accepted accounting principles and the Uniform Guidance (if applicable) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards (if applicable), and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards (if applicable), and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable), (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance (if applicable), it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan (if applicable). The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

If applicable, you are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable), and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards (if applicable), and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, (if applicable) we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eddie Carrick CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eddie Carrick CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.



We expect to begin our audit after July 1, 2018 and to issue our reports no later than October 31, 2018. Eddie Carrick is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our agreed upon fee per our LGC contract. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Granite Quarry and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Eddie Carrick CPA, PC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Granite Quarry.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2018-05**

**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 THE AMERICAN RED CROSS**

**WHEREAS**, should a disaster strike, the Town of Granite Quarry shall permit the American Red Cross to use their facilities as shelters and other service delivery sites for disaster victims; and

**WHEREAS**, the American Red Cross has requested to use the facilities of the Town of Granite Quarry for a five-year period beginning July 1, 2018 – June 30, 2023 to provide services in accordance to the terms as set forth in the agreement attached as Exhibit A; and

**WHEREAS**, the term of this agreement shall begin on July 1, 2018 and end not later than June 30, 2023; and

**WHEREAS**, the Board of Aldermen has determined that it is wise, beneficial, and in the best interests of the citizens of Granite Quarry to once again permit the American Red Cross to use Town Hall as a shelter and other service delivery sites for disaster victims.

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

**Section 1.**

That the Town Manager is hereby authorized to enter into an agreement with the American Red Cross 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 4<sup>TH</sup> DAY OF JUNE 2018.**

\_\_\_\_\_  
William D. Feather, Mayor

**ATTEST:**

\_\_\_\_\_  
Tanya Maria Word, Town Clerk, CMC

**APPROVED AS TO FORM AND LEGALITY:**



## Instructions

This agreement should be used in conjunction with the *Facility Management Standards and Procedures*. Delete these instructions before finalizing and signing the agreement, as the instructions are for internal Red Cross use only.

Immediately before using the facility, use the *Facility/Shelter Opening and Closing Inspection* form to document the date the Red Cross begins using the facility, any existing damage, and any restrictions regarding the use of the facility by Red Cross such as restrictions related to parking or areas that are off limits.

If you have any questions regarding the *Facility Use Agreement*, please contact the Disaster Logistics Center at 202-303-4099 or [DLC@redcross.org](mailto:DLC@redcross.org). The Facilities associate will either answer your questions or contact the Office of General Counsel, as appropriate.

## Follow These Steps to Complete the Facility Use Agreement:

1. Enter *Parties and Facility* information.
2. Review *Terms and Conditions* with the facility representative.
  - a. Paragraph 1 (*Use of Facility*): The Red Cross and facility representatives both initial each purpose for which the Red Cross may use the facility.
  - b. Paragraph 4 (*Food Services*) and paragraph 5 (*Custodial Services*) can be removed if those services are not relevant to the relationship with the facility by deleting the paragraphs in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
  - c. Paragraph 10 (*Reimbursement*): The Red Cross and facility representatives both initial all utilities that Red Cross will reimburse. Make sure the facility representative understands the terms for reimbursement.
    - i. Paragraph 10(e) only applies to facilities that are owned by a municipal or state government entity. It can be removed if the facility owner is not a municipal or state government entity. If this paragraph is removed, also remove this phrase from the Paragraph 10 opening statement: "Subject to the conditions in paragraph 10(e) below,"
  - d. Paragraph 13 (Term): This paragraph describes the term of the agreement, but it does not identify the specific days the Red Cross will use the facility. The dates the Red Cross begins and ends its use of the facility are recorded on the *Shelter/Facility Opening and Closing Inspection* form during an operation.
  - e. **Modifications other than those listed above must be reviewed by the Disaster Logistics Center** at national headquarters. Send the proposed modifications to [DLC@redcross.org](mailto:DLC@redcross.org). The Disaster Logistics Center will engage Risk Management, Office of General Counsel, and the Sheltering program as appropriate to provide coordinated input.
3. Authorized Red Cross and Facility representatives sign and date the agreement.

4. If a facility owner requests confirmation of Red Cross insurance coverage, provide them with the link to the [Downloadable Memorandum of Insurance](#), which they can review at any time.
5. File the *Facility Use Agreement* with all other documentation in the Disaster Requisition Facility File. See the *Facility Documentation Checklist* for file requirements.

### Additional Instructions for Sheltering Facilities

- Before entering into an agreement to use the facility as a shelter, complete a *Shelter Facility Survey* and ensure the facility meets the Red Cross standards for sheltering facilities. In hurricane-prone areas, ensure that the facility meets the criteria outlined in the *Standards for Selecting Hurricane Evacuation Shelters (ARC 4496)*.
- Remove paragraph 9 before presenting this agreement to the partner by deleting the paragraph in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
- Attach the *Facility Use Agreement* to the facility record in the National Shelter System. See the *Sheltering Standards and Procedures* for instructions.

### Additional Instructions for Florida

- When entering into an agreement with a school district that may be required to open their facility as a shelter due to Florida Statutes §252.385(4), add the following paragraph immediately before the *Term* section, and update paragraph numbering:
  - Exception: This agreement does not apply if the school is opened for sheltering during an evacuation pursuant to Florida Statutes §252.385(4).

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

**Parties and Facility**

**Owner:**

Full Name of Owner
Address
24-Hour Point of Contact Name and Title Work Phone Cell Phone
Address for Official Notices (only if different from above address)

**Red Cross:**

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

**Facility:**

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
--

**Terms and Conditions**

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.  
 Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_
- b. The Red Cross will pay \$\_\_\_\_\_ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

The American National Red Cross

\_\_\_\_\_  
Owner (Legal Name)

\_\_\_\_\_  
(Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**RESOLUTION NO. 2018-06**

**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 BENCHMARK, CMR, INC.**

**WHEREAS**, the Town of Granite Quarry has requested Benchmark CMR, Inc. to provide certain services relating to code enforcement; and

**WHEREAS**, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

**WHEREAS**, Benchmark agrees to provide and perform for the Town of Granite Quarry all of these services as stipulated in the Agreement For Services attached hereto as Exhibit "A".

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

**Section 1.**

That the Town Manager is hereby authorized to enter into an agreement with Benchmark CMR, 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 4<sup>TH</sup> DAY OF JUNE 2018.**

---

William D. Feather, Mayor

**ATTEST:**

---

Tanya Maria Word, Town Clerk, CMC

**APPROVED AS TO FORM AND LEGALITY:**

---

Graham Corriher, Town Attorney

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

AGREEMENT FOR SERVICES  
WITH LOCAL GOVERNMENT

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between the Town of Granite Quarry, North Carolina, herein and after referred to as the Local Government and Benchmark CMR, Inc., a North Carolina Company located in Charlotte, North Carolina.

**WITNESSETH:**

**WHEREAS**, the Local Government has requested Benchmark CMR, Inc. to provide certain services relating to code enforcement; and

**WHEREAS**, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

**WHEREAS**, the Local Government and Benchmark CMR, Inc. desire to memorialize Benchmark CMR, Inc.'s proposal and award of the contract,

**NOW THEREFORE**, the Local Government and Benchmark CMR, Inc. agree as follows:

- 1. SCOPE OF SERVICES:** Benchmark CMR, Inc. agrees to provide and perform for the Local Government all of those services stipulated in the Attachment A. Scope of Services attached to this contract and which is hereby incorporated as a part of this contract as if fully set forth herein.
- 2. COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, Benchmark CMR, Inc. shall receive compensation at a rate of \$68.00 per hour for Code Enforcement services provided during the Fiscal Year 2018-2019. This fee shall be paid to Benchmark CMR, Inc. and in accordance with Section 3 below. Any different or additional Scope of Services approved and authorized by the Local Government in advance shall be compensated when authorized in accordance with the terms agreed to by both parties in a formally executed Contract Addendum.
- 3. METHOD OF PAYMENT:** On or about the fourth (4th) day of each monthly billing cycle, Benchmark CMR, Inc. shall prepare and submit to the Local Government an invoice statement for services completed in accordance with Section 2 above. The Local Government shall compensate Benchmark CMR, Inc. for services performed within fourteen (14) days of the date of said invoice statement.
- 4. TERMINATION OF CONTRACT FOR CAUSE:** If Benchmark CMR, Inc. shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Benchmark CMR, Inc. violate any of the covenants, agreements, or stipulations of this contract, the Local Government shall have the right to terminate this contract immediately by giving written notice to Benchmark CMR, Inc. of such termination and specifying the effective date thereof. In a like manner, Benchmark CMR, Inc. shall have the right to terminate this contract immediately by giving written notice to thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Benchmark CMR, Inc. under this contract shall, at the option of the Local Government, become the property of the Local

Government, and Benchmark CMR, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the Local Government shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the Local Government for refund, reimbursement or offset in connection with any obligations arising from Benchmark CMR, Inc. to the Local Government.

**5. NO HIRING:** Throughout the term of this Agreement and for a period of six months after the termination or expiration of this Agreement, Local Government and Benchmark CMR, Inc. agree not to employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other.

**6. LEGAL REMEDIES:** Benchmark CMR, Inc. shall not be relieved of any liability to the Local Government for damages sustained by the Local Government by virtue of any breach of this contract by Benchmark CMR, Inc. It is specifically understood that the Local Government may withhold any payments to Benchmark CMR, Inc. for the purpose of offset until such time as the exact amount of damages due the Local Government from Benchmark CMR, Inc. is determined. The Local Government otherwise reserves all legal remedies as may be provided by law.

**7. CHANGES:** The Local Government may, from time to time, request changes in the Scope of Services of Benchmark CMR, Inc. to be performed hereunder. Such changes, including any increase or decrease in the amount of Benchmark CMR, Inc.'s compensation which may be mutually agreed upon between the Local Government and Benchmark CMR, Inc. shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

**8. EQUAL EMPLOYMENT OPPORTUNITY:** Benchmark CMR, Inc. shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. Benchmark CMR, Inc. shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

**9. FEDERAL AND STATE COMPLIANCE:** Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the Local Government for the payment thereof. Benchmark CMR, Inc. acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. Benchmark CMR, Inc. agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the Local Government.

**10. INSURANCE:** Benchmark CMR, Inc. shall maintain general liability insurance with policy limits of at least \$1,000,000.00 per incident/\$2,000,000.00 aggregate and shall maintain Worker's Compensation Insurance as required under North Carolina law. Insurance certificates will be provided to the Local Government before any work under this contract commences.

**11. ENTIRE AGREEMENT:** This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

**IN WITNESS WHEREOF,** the parties have executed this agreement as of the day and year first above written.

**ATTEST**

**TOWN OF GRANITE QUARRY**

\_\_\_\_\_  
**Signature**

BY: \_\_\_\_\_

**Signature**

\_\_\_\_\_  
**Print or Type name**

\_\_\_\_\_  
**Title**

This instrument has been pre-audited in a manner required by applicable law.

\_\_\_\_\_  
**Finance Officer**

**ATTEST**

**BENCHMARK CMR, INC.**

\_\_\_\_\_  
**Signature**

BY: \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

Jason M. Epley  
\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

President  
\_\_\_\_\_  
**Title**

## **ATTACHMENT A. SCOPE OF SERVICES**

### **Town of Granite Quarry CODE ENFORCEMENT SERVICES**

- Benchmark will provide a Code Enforcement Officer (non-building inspections) to be available to the Town on an hourly basis as requested by the Town.

The Town in turn agrees to the following:

- Provide access to local tax records, Geographic Information Systems, tax maps, copies of all pertinent ordinances, or other items deemed necessary in the completion of duties associated with the execution of this contract.
- Designate by Town Board or Town Manager action, as appropriate, Code Enforcement Officer to administer and enforce the Town's Codes and Ordinances.
- Provide any necessary postage, legal notices, telephone charges, police assistance when necessary and similar items in the line of enforcement.
- Provide office space, traditional office equipment and related support while the Planner is in the Town.

**RESOLUTION NO. 2018-07**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH CHAMBERLAIN EXTERMINATORS, LLC**

**WHEREAS**, the Town of Granite Quarry has requested Chamberlain Exterminators, LLC to provide certain services relating to termination service at the Municipal Building and Civic Park; and

**WHEREAS**, Chamberlain Exterminators, LLC. has expertise in response to the request pertaining to same; and

**WHEREAS**, Chamberlain Exterminators, LLC agrees to provide and perform for the Town of Granite Quarry all of these services as stipulated in the Service Contract attached hereto as Exhibit "A".

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

**Section 1.**

That the Town Manager is hereby authorized to enter into an agreement with Chamberlain Exterminators, LLC 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 4<sup>TH</sup> DAY OF JUNE 2018.**

---

William D. Feather, Mayor

**ATTEST:**

---

Tanya Maria Word, Town Clerk, CMC

**APPROVED AS TO FORM AND LEGALITY:**

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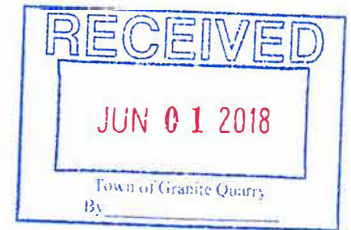
Graham Corriher, Town Attorney

# Chamberlain Exterminators, LLC



1903 South Main Street ♦ Salisbury, N.C. 28144-6713  
Salisbury: (704)633-2938 Concord: (704)782-7700 Mooresville: (704)663-7707 Lexington: (336) 248-2603  
Fax 704-633-8888 ♦ e-mail chamext@salisbury.net ♦ 1-800-368-0728

“Since 1948”



June 1, 2018

Town of Granite Quarry  
Post Office Box 351  
Granite Quarry NC 28072-0351

RE: Municipal Bldg. & Civic Park

Dear Ms. Crass ,

We appreciate your business and the opportunity to continue your service from the constant threat of subterranean termites. More people prefer the Sentricon Colony Elimination System\* for termite protection than any other brand. The Sentricon System and our ongoing professional service are good ways to help protect the value of your home.

Our records show that it is time to renew your service contract.

Amount: \$350.00 . Due date: June 30, 2018

As you may know, termites are a common threat in this area and a new colony can invade your property at any time. So think of the Sentricon system as a termite security alarm and renew your service contract. Renewing your service helps maintain the peace of mind that comes from quality termite protection.

Additionally, it is important for us to have access to all stations installed at the property. If any landscaping (flowers, mulch, pine needles, etc.) is added, please remember to call us or mark any stations before covering them. Contact us, with any questions or concerns about your service. Remember, if you let your service lapse, you're putting your home at risk.

Again, thank you for your business.

Sincerely,

Eddie Chamberlain, President  
NC Pest Control Licensee #259PW

AEC/smw

\*Sentricon is a registered trademark of DowAgroscience.

I N V O I C E

CHAMBERLAIN EXTERMINATORS, LLC  
1903 South Main Street  
Salisbury, NC 28144-6713  
704-633-2938/1-800-368-0728

Invoice: 110366  
Date: 06/01/18  
Account: 1302 Granite Quarry  
Route: 404  
Last: / /

Bill To  
Town of Granite Quarry  
Post Office Box 351  
ATTN: Sarah Crass  
Granite Quarry, NC 28072-0351

Service To  
Granite Quarry, Town of  
Municipal Bldg. & Civic Park  
143 North Salisbury Avenue  
Granite Quarry, NC 28072  
704-279-5596

Service Description	Amount
Sentricon* Renewal *Registered Trademark of DowAgrosciences	350.00
Sub Total -	350.00
Previous Balance -	0.00
TOTAL AMOUNT DUE -	350.00

This instrument has been pre-audited in a manner required by applicable law.

**Finance Officer**

Refer to contract for warranty details. ALSO...IT IS POSSIBLE  
TERMITES/TERMITE EVIDENCE COULD EXIST IN INACCESSIBLE AREAS AND NOT BE NOTED.  
Please write invoice number on the memo line of your check.  
PLEASE PAY FROM THIS BILL.

COMMENTS: \_\_\_\_\_

Signed \_\_\_\_\_ Serviced by: \_\_\_\_\_ Paid \_\_\_\_\_

Licensee: Arnold E. Chamberlain  
NC Pest Control License No. 259PW

Thank you for your business! 1.5% Finance Charge per month after 30 days





**FISCAL YEAR 2017-2018**  
**BUDGET AMENDMENT REQUEST #18**  
**June 4, 2018**

**PURPOSE:** To transfer funds from Fund Balance Appropriated (01-3991-99) to Administration Contracted Services (01-4120-60) and Police Department Contracted Services (01-4310-60) for the Server Upgrade to support FMS (Financial Management Software) and the installation of the phone system. Funds were approved in the last Fiscal Year, however, funds were not allocated.

**TRANSFER FUNDS FROM:**

General Ledger Acct. # and Description	Amount
01-3991-99 Fund Balance Appropriated	\$8,239
<b>TOTAL</b>	<b>\$8,239</b>

**ADD FUNDS TO:**

General Ledger Acct. # and Description	Amount
01-4120-60 Administration Contracted Services	\$6,002
01-4310-60 Police Department Contracted Services	\$2,237
<b>TOTAL</b>	<b>\$8,239</b>

*The above Budget Amendment was approved/denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
 William Feather, Mayor

\_\_\_\_\_  
 Tanya Maria Word, Finance Officer



**FISCAL YEAR 2017-2018**  
**BUDGET AMENDMENT REQUEST #19**  
**June 4, 2018**

**PURPOSE:** To recognize the receipt of \$800 donated to the Police Department by the Granite Quarry Civitans Club. The Police Department is requesting the transfer of funds from Police Miscellaneous Revenue (01-3431-89) to C.O. Equipment (01-4310-55) for the purchase of bulletproof vests.

**TRANSFER FUNDS FROM:**

General Ledger Acct. # and Description	Amount
01-3431-89 Police Miscellaneous	\$800
<b>TOTAL</b>	<b>\$800</b>

**ADD FUNDS TO:**

General Ledger Acct. # and Description	Amount
01-4310-55 C.O. Equipment	\$800
<b>TOTAL</b>	<b>\$800</b>

*The above Budget Amendment was approved/denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
 William Feather, Mayor

\_\_\_\_\_  
 Tanya Maria Word, Finance Officer



GRANITE QUARRY CIVITAN CLUB, INC.

P.O. Box 501  
Granite Quarry, North Carolina 28072

GRANITE QUARRY CIVITAN CLUB, INC.

P.O. BOX 501  
GRANITE QUARRY, NC 28072-0501

PAY TO THE ORDER OF *Granite Quarry Police Department*

*Eight Hundred & no/100*

DATE *5-17-18*

\$ *800.00*

DOLLARS

*Eric W. Condit, Treasurer*



⑆00004884⑆ ⑆053103640⑆ 0003204⑆

4884

ES&F® Check Fraud  
& Protection Services  
66-364/531



FISCAL YEAR 2017-2018  
**BUDGET AMENDMENT REQUEST #20**  
 June 4, 2018

**PURPOSE:** To recognize the receipt of \$200 from Teen Court for retributions to damage done at the Granite Civic Park. The Maintenance and Police Department request these funds be transferred from Miscellaneous Revenue (01-3413-89) to Community Projects (01-4120-50) for the proposed Veterans Memorial.

**TRANSFER FUNDS FROM:**

General Ledger Acct. # and Description	Amount
01-3413-89 Miscellaneous Revenue	\$200
<b>TOTAL</b>	<b>\$200</b>

**ADD FUNDS TO:**

General Ledger Acct. # and Description	Amount
01-4120-50 Community Projects	\$200
<b>TOTAL</b>	<b>\$200</b>

*The above Budget Amendment was approved/denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
 William Feather, Mayor

\_\_\_\_\_  
 Tanya Maria Word, Finance Officer



**FISCAL YEAR 2017-2018  
BUDGET AMENDMENT REQUEST #21  
June 4, 2018**

**PURPOSE:** To transfer funds from Park Shelter Rentals-Maint (01-3834-41) to Parks Utilities (01-6130-33) to cover account overspent due to previous coding errors.

**TRANSFER FUNDS FROM:**

General Ledger Acct. # and Description	Amount
01-3834-41 Park Shelter Rentals (Maint)	\$3,515
<b>TOTAL</b>	<b>\$3,515</b>

**ADD FUNDS TO:**

General Ledger Acct. # and Description	Amount
01-6130-33 Utilities	\$3,515
<b>TOTAL</b>	<b>\$3,515</b>

*The above Budget Amendment was approved/denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
William Feather, Mayor

\_\_\_\_\_  
Tanya Maria Word, Finance Officer



**FISCAL YEAR 2017-2018**  
**BUDGET AMENDMENT REQUEST #22**  
**June 5, 2018**

**PURPOSE:** To transfer funds from Board Contingency (01-4110-97) to Administration Contracted Services (01-4120-60) for the remaining balance of the survey to Town Property by Shulenburger Surveying and Office Expense (01-4120-26) for the scholarship to Western Carolina University on behalf of Zach Huddleston and Sponsorship to the Rowan County Opioid Forum.

**TRANSFER FUNDS FROM:**

General Ledger Acct. # and Description	Amount
01-4110-97 Board Contingency	\$3,920
<b>TOTAL</b>	<b>\$3,920</b>

**ADD FUNDS TO:**

General Ledger Acct. # and Description	Amount
01-4120-60 Contracted Services	\$2,420
01-4120-26 Office Expense (Scholarship for Zach Huddleston)	\$1,000
01-4120-26 Office Expense (Rowan County Opioid Forum Sponsorship)	\$500
<b>TOTAL</b>	<b>\$3,920</b>

*The above Budget Amendment was approved/denied by the Manager or Board on \_\_\_\_\_.*

\_\_\_\_\_  
 William Feather, Mayor

\_\_\_\_\_  
 Tanya Maria Word, Finance Officer



# Town of Granite Quarry Office of the Mayor

## Proclamation

**"Recognizing and Honoring Graham Corriher  
For His Service as Town Attorney For  
The Town of Granite Quarry, North Carolina"**

**Whereas:** Graham Corriher is leaving his position as Town Attorney for the Town of Granite Quarry to begin a new chapter in his life as City Attorney for the City of Salisbury, North Carolina; and

**Whereas:** Graham has given diligently of his time to the Town of Granite Quarry; and

**Whereas:** throughout his service, Graham has worked closely with the Staff of the Town of Granite Quarry; and

**Whereas:** Graham has shown dedication and loyalty to the Town of Granite Quarry, its citizens and all Town Staff.

**Therefore:** I, **WILLIAM D. FEATHER**, Mayor of the Town of Granite Quarry, North Carolina do hereby express the Town's gratitude for Graham Corriher's contributions to the Town and in doing so I extend to him heartfelt appreciation and best wishes as he embarks on a new position.

---

William D. Feather, Mayor

ATTEST:

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Tanya Maria Word, Town Clerk, CMC