



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN MEETING
October 1, 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 Board September 4, 2018
 - b. Departmental Reports** (*Reports in Board packet*)
 - c. Financial Reports**
- 6. Special Thank You** – Jason Hord
- 7. Citizen Comments** (*All comments are limited to 6 minutes. No sharing of minutes with other citizens*)
- 8. Guests and Presentations**
- 9. Town Manager’s Update** – **10 minutes**
 - a. Project updates – Industrial Park, Subdivisions, and Office-Institutional
- 10. Town Clerk’s Update** – **10 minutes**
 - a. Policy and Procedure Update
 - b. Purchasing Policy Update

11. Old Business

- a. **Committee Updates – 10 minutes**
 - Revitalization – Aldermen Constantino and Linker
 - Building - Aldermen Constantino and Linker
 - Parks and Recreation - Alderman LaFevers and Cress
- b. **ACTION NEEDED – Disposal of Fire Surplus Property – 5 minutes**

12. New Business and Action Items – 25 minutes

- a. **ACTION NEEDED – Contract for 316 S. Main St. Listing**
- b. **ACTION NEEDED – Contract for 316 S. Main St. Corners**
- c. **ACTION NEEDED – Approval of Funds for Sidewalks on US 52**
- d. **ACTION NEEDED – Disposal of Maintenance Surplus Property**
- e. **ACTION NEEDED – Motion to accept Assistance to Firefighters Grant in the amount of \$142,334.00.**
- f. **ACTION NEEDED – Air Pac Grant –Motion to approve payment of \$6,778.00 to *JMCM Consulting* for professional services.**
- g. **Budget Amendment Request #1**
ACTION NEEDED: To transfer funds from Board Contingency (01-4110-97) to Fire Department Contracted Services (01-4340-60) in the amount of \$6,778.00 for Grant Writing Services provided to the Granite Quarry Fire Department for the AFG Grant.
- h. **Budget Amendment Request #2**
ACTION NEEDED: To transfer funds from Fund Balance Appropriated (01-3991-99) to Maintenance Department Capital Outlet Equipment (01-4190-55) in the amount of \$11,847 to purchase John Deere Sickle Bar Mower and Swing Boom Cutter Flail Mower.
- i. **INFORMATION ITEM – Grass Mowing**
- j. **Proclamation – Breast Cancer Awareness Month**
- k. **Proclamation – Domestic Violence Awareness Month**
- l. **Proclamation – Red Ribbon Week**

13. Board Comments

14. Mayor's Notes – Announcements and Date Reminders

- a. **Food Drive** – continues until December 31st
- b. **Planning Board Meeting** – Monday, October 8th @ 5:30 P.M.
- c. **CCOG Board of Delegates Meeting** – Wednesday, October 10th @ 6:15 P.M.
- d. **Granite Crossing Shopping Center Grand Opening** – Thursday, October 11th @ 11:00 A.M.
- e. **Parks and Recreation Committee Meeting** – Monday, October 15th @ 5:30 P.M.
- f. **Revitalization Team Meeting** – Tuesday, October 16th @ 3:30 P.M.

- g. **Cabarrus-Rowan County MPO Meeting** – Wednesday, October 24th @ 5:30 P.M.
- h. **Family Fun Fest** – Saturday, October 27th 2:00 P.M. – 7:00 P.M. @ Granite Lake Park
- i. **Board of Aldermen Meeting** – Monday, November 5, 2018 @ 7:00 P.M.

15. Mayor's Action

16. Adjournment



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN MEETING MINUTES
Tuesday, September 4, 2018**

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

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. Mark Cook – Chief of Police, Brian Peeples – Assistant Fire Chief, Sean Dunham – Firefighter, Mr. Chip Short– Town Attorney

Guests: There were seven guests present.

Call to Order: Mayor Feather called the meeting to order at 7:01 p.m.

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

Pledge of Allegiance: Mayor Feather 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 Closed Session for discussion of property. Alderman Costantino seconded the motion. The motion passed with all in favor.

Approval of the Consent Agenda:

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

Citizen Comments

Ed Shell of 510 Lewis Street in Granite Quarry commented about planning for bicycle and pedestrian walkways. Mr. Shell expressed concern with DOT expectations including full-time project management by a Town staff person and a cost of \$2,500 to 3,500 for the study. There

also is a requirement to demonstrate widespread support. Mr. Shell expressed support for repairing existing sidewalks before expanding with additional walkways or bicycle paths. Additionally, Mr. Shell stated that a “bright spot” was finding that some of the programs had been used to repair or improve intersections with sidewalks or crosswalks. In closing, Mr. Shell mentioned that from what he read, larger municipalities and tourist destinations had more success meeting DOT recommendations and finding success with this type of project.

Fred Krusemark of 1117 Hillcrest Ridge Drive in Timber Run expressed appreciation to the Board and Staff for quick response relating to the recent sink hole on Timber Run Drive.

Guests and Presentations

There were no guest presentations.

Public Hearing

a. Zoning Text Amendment for Code Enforcement in the Town’s ETJ

Steve Blount, Town Planner explained the legal opinion that the Town should not enforce regulations in the ETJ. The recommended changes are to remove all mention of enforcing nuisance ordinances in the ETJ. There are two changes removing the reference to the ETJ in Chapter 6, Article 3 of the Minimum Housing Code, and Chapter 9, Article 2 – Declaration of Public Nuisances.

Mayor Feather opened the Public Hearing at 7:14 PM. There were no citizens who wished to speak in favor or against the recommended changes that remove references to enforcement in the ETJ from the Minimum Housing Code or the Declaration of Public Nuisances. The Public Hearing closed at 7:15 PM.

ACTION: Alderman Linker made a motion to accept the language in Chapter 6, Article 9 as proposed by the Town Planner. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

ACTION: Mayor Pro Tem LaFevers made a motion to accept the language as presented for Chapter 9, Article 2. Alderman Cress seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion to adopt a Statement of Consistency with the Comprehensive Plan, stating that the Board of Aldermen find the accepted text amendments to be in the best interest of the public, to be consistent with general policies stated in the Town’s Comprehensive Plan, and bring the codes in line with North Carolina General Statutes. Alderman Costantino seconded the motion. The motion passed with all in favor.

b. Zoning Text Amendment for Livestock Regulations in Town

Steve Blount, Town Planner, reviewed the proposed amendments to include the management of livestock in the Code of Ordinances, with the definition of a Bona Fide

Farm to remain in the UDO because that is a Zoning Ordinance. Currently there are ordinances in both places and they are not the same. Mr. Blount suggested using the following guidelines:

Minimum lot size: 2 acres

Animals allowed less than 1 acre: 0

Animals per acre: 2

Separation from residence: 200'

Area for animals fenced: Yes

Chickens, fowl: 5 chickens = 1 animal

Hogs: Not Allowed

Bees: Allowed per NCGS106-645

Housing: Sanitary and Humane

Additional restrictions: Not in front yard, 10' setback for fencing from property line, & odors and noise shall not be objectionable to adjacent residences.

It is suggested that in the UDO, the text in Section 4.9.1 be revised as follows:

- Items A & B be left as they are since they relate to bona fide farms (a legal zoning terminology) and the structures that can be built upon them.
- Item C be revised to say, "Refer to the Town's Code of Ordinances, Chapter 5 for regulations pertaining to the keeping of livestock in the Town of Granite Quarry."
- Delete Items D through G.

It is suggested that the Code of Ordinances be revised as follows:

Sec. 5-3. Cattle, goats, sheep, horses, etc.

- a) No livestock shall be kept, maintained or stabled on any lot not exceeding two (2) acres.
- b) Not more than one (1) animal unit shall be kept, maintained or stabled per acre. For the purposes, of this section, one (1) animal unit shall mean a goat, sheep, horse, cow, llama, alpaca, ostrich, or similar animal. Five (5) chickens or similar fowl shall count as one (1) animal unit.
- c) Animals shall only be kept on owner occupied parcels or on parcels occupied by renters with the permission of the owner. No animals shall be kept on undeveloped parcels zoned for residential or commercial use.
- d) The keeping of hogs is not permitted.
- e) All livestock shall be fenced so that they are completely contained and no closer than 200 feet from an adjacent dwelling unit. This shall not apply to residences constructed after the establishment of such livestock containment area, however, the containment area may not encroach further towards the newly established residence. Fencing shall be setback at least 10' from adjacent property lines or side street rights-of-way. Livestock shall not be kept in the front yard of the residence.
- f) This section shall not apply to cats, dogs, potbellied pigs, or similar household pets.
- g) In accordance with NCGS 106-645, up to five (5) bee hives are permitted on a single parcel provided that hives are placed at ground level or securely attached to an anchor or stand. If the hive is securely attached to an anchor or stand and is setback a minimum of 10 feet from the including setbacks from the property line and from other hives. The

Town of Granite Quarry may require the removal of any hive that is no longer maintained or is a threat to the health, safety, and welfare of the public.

Mayor Pro Tem LaFevers asked if any of the changes would affect the ETJ. Mr. Blount explained that residents in the ETJ would still come to the Town of Granite Quarry for Zoning issues, such as building, setbacks, and fencing requirements, however they would not be subject to other general ordinances of the Town.

Mayor Feather opened the Public Hearing for proposed zoning text amendment regarding livestock at 7:30 PM. There were no citizens who wished to speak for or against the proposed text amendment.

ACTION: Mayor Pro Tem LaFevers made a motion to accept the text amendment regarding livestock as proposed by the Town Planner. Alderman Costantino seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion to adopt a Statement of Consistency with the Comprehensive Plan, stating that the Board of Aldermen find the proposed text amendments to the Town's Code of Ordinances and Uniform Development Ordinance to be in the best interest of the public, to be consistent with general policies stated in the Town's Comprehensive Plan, and brings the Codes in line with North Carolina General Statutes.

Town Manager's Update

- a. Sink hole in Timber Run – There were several Board members and the Town Manager onsite at the sinkhole on Timber Run Drive earlier today. Jason Hord, Public Works Manager, stated that he had met onsite with Carolina Siteworks for a second opinion on what needs to be done. The area has been marked with cones for safety notification. Once a response is received from Carolina Siteworks, there will be a better understanding of what work needs to be done. Updates will be posted on the Town website. Mayor Feather suggested covering the damaged part of the road with a large piece of metal so there is less chance of injury to a pedestrian.

Mr. Conrad spoke about complaints of noise from gun fire at a property in the ETJ that borders the Town. It was suggested that concerned citizens reach out to the Rowan County Sherriff's Department if there were safety concerns. Mayor Feather stated that the Town did not have authority to enforce that in the ETJ, but Town staff is exploring any potential to assist.

- b. Project updates – Mr. Conrad provided updates on the following projects:
 - The recent scout project led by Noah Wiles at the Legion Building is mostly complete. Mayor Feather shared that the paver walkway was completed, along with addition of flag poles and landscaping. There is one remaining flag pole to be

placed because the order came with one in the wrong color. Chief Cook added that the mismatched pole was returned today; and the replacement is on the way.

- The Village at Granite subdivision of 250 homes is experiencing delays related to flood plain and stormwater permit issues. Bridging for the road between phases I and II has been complex due to the flood plain below. The developer's engineer has indicated that they are moving forward. There is evidence of progress from communications between their engineer, the Town's engineer, and the NC regulatory agency.
- Easter Creek phase II involves a 100,000 square foot building. A site plan has been reviewed by the Technical Review Committee with comments sent back to the developer. The site plan is to be presented to the Planning Board at the September 10 meeting. The Town Manager has met with Easter Creek representatives both at Town Hall and onsite. There has been a specific inquiry about building II.

There were also recent meetings regarding the overhead electrical wires. Because of a stream bed, the utility line is overhead, rather than underground. There is potential that a study could be conducted on the cost to put utilities underground. Mayor Feather expressed that if the Board chose to move forward with that study underground lines may be possible. Alderman Cress added that with overhead lines, it is possible to increase the amount of power available in the park; which could be a marketing point. Inside the park, utilities can still be run underground.

- The Stone Glen subdivision off of Peeler Street was granted a connectivity variance by the Zoning Board of Adjustment. A preliminary site plan for the subdivision is expected to arrive soon, which will then be reviewed by the Planning Board.
 - IOM Enterprises has two 30,000 square foot additions at the Heilig Road plant that were reviewed by TRC with comments sent to the engineer of the developer. Site plan to be presented to the Planning Board at the September 10 meeting.
 - Town Manager attended the meeting of the Rowan County Commissioners. Access was granted to the Town-owned property at the industrial park as part of their consent agenda.
 - A new planned development off of Highway 52 South by a commercial developer on an 11-acre site could involve a dollar store, convenience store, ATM, and rental space. Information is being provided to the developer by the Town Planner.
- c. Well House – This is a property owned by the Town on Bank Street. This property has been maintained by the Town. It has a value of less than \$20,000. The Town Manager did some research and communicated with the Town Attorney. Mayor Feather stated that the property was originally transferred to Granite Quarry Elementary School. The school never used the property and transferred it to the Town. The property is currently serving no purpose for the Town.

The Board by consensus supported exploring the sale of the property. Mayor Feather asked the Town Manager to bring back all options for disposing of the property and suggested using the tax value as a guideline. Chip Short, Town Attorney, agreed that the tax value was a good starting point.

d. NCDOT Bicycle and Pedestrian Planning Grant Initiative

ACTION: Mayor Pro Tem LaFevers made a motion to table discussion of Bicycle and Pedestrian Planning until the October Board Meeting. Alderman Costantino seconded the motion. The motion passed with all in favor.

- e. GQ Athletic Club – Mr. Conrad invited Arin Wilhelm to provide an update on the Granite Quarry Athletic Club. Mr. Wilhelm shared that February 27th that there were registrations being sent out to open on March 1st. Mr. Wilhelm was in an accident that limited his ability to be involved on the lacrosse field. All players were transferred to Davie County Lacrosse. There was some previous talk of an adult soccer league. Mr. Wilhelm hopes to be using the field for lacrosse in the Spring of 2019. Mr. Conrad added that a Rowan Youth League football team had used the field for practice. Mr. Wilhelm added that they would love to have more volunteers involved with the Athletic Club Board if anyone has time to participate.

Alderman Costantino asked about the time frame to get more use of the field and expressed that the Board is concerned with the maintenance of the field if it will be several years. Mr. Wilhelm replied that the Board needs to do what is fiscally responsible for the Town; also stating that the GQ Athletic Club could find an alternative if the property were no longer available. Alderman Linker posed the question whether they should keep the current athletic field if another property being considered was added to the Town. Mr. Wilhelm stated that one of the other projects that was planned for the current athletic field was a disc golf course.

Mayor Pro Tem LaFevers asked about water standing on the field and difficulty accessing the field when wet. Standing water affects less than an acre of the field area close to the front. The remainder of the property drains well. Alderman Cress stated that the Town has invested in access to the property installing a pipe and gravel.

Alderman Linker asked Mr. Wilhelm how much of the land is currently useful. Mr. Wilhelm replied that unless the ground is graded and leveled, it is mostly usable when it is not rainy. Mayor Feather added that the greater cost was not the grading; but making the necessary drainage to create a professional style soccer field. Alderman Costantino asked when the field was last used. Mr. Conrad stated that there had been activity during the last 60 days and there is demand for practice fields.

Alderman Costantino asked if he should excuse himself from the vote, or if it is a conflict of interest that he is also on the Board of the Granite Quarry Athletic Club. Mayor Feather replied that the decision did not financially impact Alderman Costantino, so he should vote.

Mayor Feather commented that the property could be salvaged for future use and added that there is a minimal maintenance cost, however that could be eliminated by having the land farmed as a temporary measure. There also is a part of the property that is not impacted by the flood plain. Mayor Feather added that future use for youth activities should be considered before disposing of the property. Alderman Costantino mentioned that 250 homes being added near the athletic field will bring more children to the area. Mr. Wilhelm stated that if there were soccer goals placed at the field there would be more use of the property immediately.

Mayor Feather asked if there were any further questions or comments before voting. Mayor Pro Tem LaFevers stated that he did not think they had enough information to do much right now. Alderman Cress added that there has been no progress on use of the field during the last nine months and he would like to use funds from sale of the property to pay for improvements and replacement of things that are being used today.

ACTION: Alderman Cress made a motion that if the deed for the Byrd Road property is transferred to the Town of Granite Quarry, within 30 days the Faith Road Athletic Field shall be listed for sale at fair market value. Mayor Pro Tem LaFevers seconded the motion. The motion passed with a 3 to 1 vote and Alderman Costantino in opposition.

Town Clerk's Update

- a. Policy and Procedure Update – Ms. Word stated that staff would be reorganizing the Policy and Procedure Manual. The Board and Department Heads were asked to turn information on any items that need revisions or changes. Mayor Pro Tem LaFevers returned his response, however there has been no response from other Aldermen or Staff. Ms. Word is waiting for further direction from the Board. Mayor Pro Tem LaFevers stated that he thought there was too much information in the Policy and Procedure manual that dictated specifics of how departments were to do their jobs. A committee has been established and will meet for the first time on September 18th at 2:00 PM. The first meeting will be about how to proceed with the project.
- b. Purchasing Policy Update
Ms. Word is currently working on the Purchasing Policy. The Clerk plans to present a draft of the Purchasing Policy at the October meeting of the Board of Aldermen.
- c. Clerk's Summer Academy Synopsis – The Summer Academy was focused on Workplace Diversity and Inclusion in Local Government. There also was a focus on the required process for selling surplus property and the advertising requirements involved. There was a review of social media and related pitfalls for municipal government. She mentioned that Staff and the Board should be careful what type of things are posted online, because personal items posted can have an impact of employment. They had the annual Clerk's business meeting, and Ms. Word was selected to serve on the Publications Committee.

Mayor Feather asked for an update on Town Ordinances. Ms. Word stated that she has made contact with Municode. There will be upcoming meetings with them involving the Clerk, Planner, and Municode. Getting the Ordinances codified will be underway soon, but will be a long process.

- d. Discussion: Lapel Pin Presentation – Ms. Word reviewed several design layout options for lapel pins. Information about lapel pins was requested Mayor Pro Tem LaFevers. The cost for the lapel pins would be \$220 for 100 pins, \$410 for 200 pins, or \$555 for 300. There also are one-time charges of \$85 for the die, and \$25 for silk screens. Shipping cost will be between \$13 and \$18. Staff has recommended style “A”, which is an exact replica of the Town logo.

Alderman Costantino asked why we are buying them and if they are for all employees. Ms. Word replied that they could be given out to residents or worn to meetings and conferences and stated that she would wear one to meetings. Mayor Pro Tem LaFevers stated that they are typically small pins, typically ½” in size. Mayor Feather asked for a motion.

ACTION: Mayor Pro Tem LaFevers made a motion to explore more information on lapel pins. Alderman Costantino seconded the motion. Alderman Cress suggested that the Board split the cost to pay for lapel pins rather than using Town funds. Alderman Costantino agreed. Alderman Cress asked if the Town Manager would financially contribute toward the cost of the pins and he agreed. The motion passed with all in favor.

- e. Lanyard Presentation – Ms. Word presented lanyards to the Board. These were done at the request of Alderman Cress. There also are name badges the could be worn on shirts or lapels. Mayor Feather suggested adding the Town logo and getting them from the local business that has been used in the past.

Ms. Word also mentioned that the updated certified population estimates were received, and the Town of Granite Quarry now has 3,093 residents. Mayor Feather requested information on the percentages of population increase for both the Town and the County. Mr. Conrad stated that the Town’s market share increased.

Finance Officer Update

- a. Audit Update – Ms. Shockley stated that Eddie Carrick, CPA, stated earlier today that once he receives confirmation from Rowan County on taxes and year-end balances they will be able to provide a preliminary financial report to review. Currently we are showing a net loss of roughly \$234,000, mostly due to funds used for the Powell Bill and over inflation of revenues in the previous year’s budget. Overall the Town is under budget by approximately \$250,000 in preliminary figures. Mayor Feather asked about the amount spent toward Powell Bill funds. Mr. Conrad stated that was \$235,000. This money came from general funds to borrow against future Powell Bill funds, which will be paid back.
- b. Revision of Policy 420-10, Financial Management Policies & Internal Control Procedures – This policy currently reads that investments will be in CD’s with a term of 18 months or

less. Ms. Shockley recommended changing this policy to read that “The investment program shall be managed so that investments and deposits can be converted into cash when needed”. By making this change, the Town can invest in 4-year CD’s, earning the maximum interest and still have funds available once a year if needed. The funds from a CD that matured last month are currently in a money market account until they can be moved to a 4-year CD at Board discretion. Ms. Shockley stated that all recommendations are per General Statute 159-30.

Mayor Feather asked about the change and whether there was a place for him to sign. Mayor Pro Tem LaFevers asked about the one-year availability of funds and whether this being in staggered 4-year CD’s would meet the statute requirements. Ms. Shockley replied that it does, because a minimum of 8% has to be available.

ACTION: Alderman Costantino made a motion to approve the policy wording change as presented. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

Old Business

a. Committee Updates

- Revitalization Committee – Alderman Costantino provided an update, sharing that Christmas lights have been ordered. There will be an expansion of the Christmas lights at each end of Salisbury Avenue. The lights will be all LED. At the Square there will be four multi-colored candles. Some of the older fixtures will be utilized at Granite Lake Park.
- Building Committee – Mayor Feather stated that the building plan and the amount paid to the architect was shared with the committee. Alderman Linker shared that the committee met with one contractor so far. They looked at the minor revisions and are working to develop a scope of work. The contractor will be meeting with the committee the week of September 17 through 21 and sharing a more detailed plan with options to consider, depending on the cost involved. Alderman Cress asked if the proposed plan is part of the original plan or if it is different. Alderman Linker replied that it is a small portion of the original plan.
- Parks and Recreation – Mayor Pro Tem LaFevers reported on the music event at Civic Park on August 25. There were over 100 people in attendance and there was a food vendor present. Adult Fish for Fun is planned for the last weekend in September. There is a meeting scheduled for September 5 at 1:30 to talk about repairing the banks at the lake. There will be several options, including replacement of the banks the same way, as well as some different options. Alderman Cress added that this was an informative session and once this work is taking place, it will have a significant impact for the citizens that use the park regularly.

New Business & Action Items

- a. **Disposal of Maintenance Surplus Property** – Mr. Hord reported that there are two older Kawasaki weed eaters, one older Echo weed eater with carburetor issues, and one Stihl backpack blower that have been replaced.

ACTION: Alderman Cress made a motion to sell the Maintenance surplus items including 2 Kawasaki weed eaters, 1 Echo weed eater, and 1 Stihl backpack blower. Alderman Costantino seconded the motion. The motion passed with all in favor.

- b. **Disposal of Fire Surplus Property** – Travis Barnhardt requested to dispose of surplus turnout gear by donating it to a non-profit organization that provides used gear to third world countries. Alderman Cress asked if the gear was cleaning out old items to make more space. Mr. Barnhardt replied that these were items that have been stored in the bays. Alderman Cress suggested that there could be additional items on top of the reserve engine garage that need to be disposed of. Mr. Barnhardt stated that there were only cots there at this time.

ACTION: Alderman Cress made a motion to sell the Fire Department surplus items as requested. Mayor Pro Tem LaFevers seconded the motion. Alderman Linker repeated the motion, asking if the intent was to sell the items or donate them. Mayor Feather stated that they needed to discuss the request further and asked if other Board members read the email he sent out. This email outlined that Mr. Airy sold 14 sets of used turnout gear for \$1,104. Mr. Barnhardt stated that they had 33 sets of turnout gear to dispose of. Mayor Feather stated that if it is being donated the value of the property needs to be noted, then questioning if the Fire Department needed the \$3,000 potentially available from sale of the property. The Town Attorney stated that if the gear in question has value it can not be donated unless it is to another municipal entity. Mr. Conrad asked for an opportunity to explore this further. The Board unanimously opposed the motion.

ACTION: Alderman Cress made a motion to table the request to dispose of surplus turnout gear until more information is gathered. Alderman Costantino seconded the motion. The motion passed with all in favor.

- c. **Sickle Bar** – Mr. Hord reviewed the repair history and safety issues related to the sickle bar mower currently on the Town's tractor. There is a 9' model that would be safer due to having modern guards in place and will provide a similar reach with a dual cutting bar at a cost of \$5,371.
- d. **Additional Mower for Bobcat** – There is a boom mower available that will work with the existing Bobcat that would provide a 42" cut usable in areas of the industrial park at Chamandy Drive to do work that is currently done largely with weed eaters and a small mower. The mower would mount on the Bobcat and swing out to the side. It would be a cost of \$6,800. Also mentioned was an open front brush cutter for future consideration.

Mr. Hord summarized his requests, explaining that his budget had \$22,000 remaining from the previous year. These two requests for \$6,800 and \$5,371 would still leave additional funds that Mr. Hord would like to appropriate the remaining amount to the Revitalization Committee for the Christmas lights that were purchased to offset that cost.

ACTION: Alderman Costantino made a motion to replace the items as requested by the Maintenance Department. Mayor Pro Tem LaFevers seconded the motion.

Alderman Linker stated that he did not know much about this equipment. Alderman Cress recommended a larger, more industrial model for the sickle bar, and expressed support for it if a more expensive model might be a better solution. Mayor Feather added that they could appropriate the money needed and then shop the available sickle bars. The motion passed with all in favor.

Board Comments

Alderman Linker mentioned an article that was recently in the Salisbury Post, stating that it was a review of all the Fire Departments that are struggling with staffing issues. It was not directly related to Granite Quarry, however, Alderman Linker stated that it validated the staffing concerns that have been presented by the Fire Department.

Alderman Cress asked about the status of the South Main Street property. The Town Manager has spoken with a couple of real estate brokers in the past week. The first one has not responded in a timely manner. Now the Manager is waiting for information from the second broker. Alderman Cress asked what sections of the property were being marketed. Mr. Conrad stated that he was seeking creative marketing ideas for marketing the entire property from the real estate brokers.

ACTION: Alderman Cress made a motion to put the South Main Street property on the market within 30 days. Mayor Pro Tem LaFevers seconded the motion.

Mayor Feather added that he would like to see the property sold with a stipulation of improvement of the property within a set time frame included in the sale.

ACTION: Alderman Cress amended the motion, adding restrictions to make improvements to the property within a predetermined period of time. Mayor Pro Tem LaFevers amended his second. The amended motion passed with all in favor.

Mayor's Notes

Mayor Feather mentioned that there was an ongoing process of finding a new CCOG Director and reviewed the upcoming schedule of events.

Mayor's Action

The Town Manager mentioned discussion with the Chamber of Commerce regarding the potential for a Grand Opening ceremony announcing the re-opening of the shopping center that has several new businesses opening including a new donut shop.

Sandra Shell had information she would like to share with the Town Manager regarding the sale of the surplus fire turnout gear; and asked to speak with him outside the meeting.

Adjournment

Alderman Costantino made a motion at 9:11 PM to adjourn the meeting. Alderman Cress seconded the motion. The motion passed with all in favor.

Respectfully Submitted,

Scott Stewart

Deputy Clerk



Town of Granite Quarry Fire Department



Established May 15th, 1950

PO Box 351

www.granitequarrync.gov Granite Quarry, NC 704/279-5596

Board Report October/2018 Chief Brown

Emergency Calls for Service August 2018

32 calls in district

- 17 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 2- Tree Down
- 5- Service Call (non-emergency assistance)
- 1- Fire Alarm
- 1-Co Alarm
- 2-MVA's (Motor Vehicle Accident)
- 2-Structure Fires/Lightning Strikes, out on arrival
- 2-Power Lines Down

7 calls to Salisbury

- 5- Alarm/Structure calls canceled en-route
- 1- Working Fire, provided manpower
- 1- Staged on Scene until Released

5 calls to Rockwell Rural

- 4- Canceled en-route
- 1- Fire Alarm, assisted with investigation, Nothing found

5 calls to Union

- 2- Alarm/Structure calls canceled en-route
- 1- Staged on Scene until Released
- 1- EMS
- 1- Gas Leak, Provided Manpower

1-Call to Faith FD- MVA, Assisted with Manpower

2-Call to Millers Ferry – Canceled en route

6- Calls to Rockwell City – Canceled en route

1-Call to South Salisbury– Canceled en route

1- Call to Bostain Heights – Cancelled en route

TOTAL – 60

ACTIVITIES

- Daily activities include apparatus & equipment checks, training, station maintenance, pre-plan development, hose and hydrant maintenance, water points, emergency response, public education, inspections and the assistance of other divisions within the Town of GQ.
- Our monthly training included E.M.T. continuing education. Joint Training with Faith F.D. and Rockwell Rural F.D.
- Multiple days of driver training, water point training and district familiarization with new members.
- Car Seat Check Station on Thursday from 1 p.m. to 4 p.m. – 2 seat installed/checked.
- 2 Station/Apparatus Tours (nonscheduled, Walkup)
- Site Reviews and Business info updates with part-time and fulltime personnel
- Assisted GQMD multiple days with traffic protection
- Thursday's communities in school lunch with GQ elementary school students
- Multiple days teleconference, meetings, prep and setup for hurricane/storm
- Annual SCBA FIT testing

EQUIPMENT

- **We are happy to announce we have officially been awarded the Assistance to Firefighters Grant for Self-Contained Breathing Apparatus.**
- Replaced bad battery in R-57



September 2018 Maintenance Report

- Park grounds and bathrooms cleaned weekdays
- Parks mowed weekly
- Right of ways mowed weekly
- Sweeping curbs with sweeper – Ongoing
- Town limbs picked up 1st and 3rd week
- Lake Park bank landscape weeded
- Various pot holes filled
- PM checks HVAC – Town Hall and Legion
- PM check on Baldor Generator
- Reported street light outages to Duke Energy
- Legion cleaned/mopped weekly
- Cut back and cleaned Centennial Park trails
- Spreading gravel on trails
- Right of way spraying
- Tagged various code violation issues (grass)
- Trimmed back limbs on various right of ways (ongoing)
- Filled cracks in tennis courts
- Pickleball courts painted
- Various other small tasks completed
- Chamandy Dr. bush hogged
- Spread mulch at Civic Park
- New light on flag pole at Civic Park
- Storm prep and debris pick up in aftermath
- Ordered new sickle bar and flail mower

| | |
|---------------------------------------|----------------|
| 2007 Ford Truck Mileage – 52,151 | +283 miles |
| 1990 Chevy Truck Mileage - 106,699 | Odometer froze |
| 1995 Ford Dump Truck Mileage – 33,664 | +384 miles |
| 2009 Ford Truck Mileage – 48,253 | +939 miles |



Planning Department Report For 10/1/2018 Board of Aldermen Meeting

1. Planning Board meeting held on 9/10/18. Two major site plans (Easter Creek Phase 2, IOM Enterprises additions) reviewed and approved.
2. Have begun drafting a revision to the Town's Comprehensive Plan (**3rd update, no action taken this month.**)
3. Planning Board will begin work on updating the Town's Comprehensive Plan at their August meeting (**1st update, Planning Board began discussion and will take additional action at future meetings, 2nd update- due to heavy schedule, Planning Board took no action on this item this month.**)
4. Started work on Code Enforcement Survey of Town properties (**1st update- continue survey work, approximately 19 violations identified, 10-15% of town surveyed. 2nd update- continued survey work identifying several more violations. 3rd update- some additional work done on this project this month.**)
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. 2nd update- preliminary grading has begun, 3rd update- grading continues, retention ponds being installed, still working on final submittal approval, 4th update- grading continues, final review of engineering drawings complete soon. 5th update- contractor having problems with permitting due to floodplain impacts. Continuing with work on Phase 1 and examining options for Phase 2. 6th update- stormwater permits issued for Phase 1. Work on Phase 2 submittal has begun.**)
9. Responded to several Code Enforcement complaints. Visited several ongoing code violations to consider next enforcement actions.
10. ZBA met and approved variance application (concerning road connectivity issues) for Stone Glen subdivision at 9/4/18 meeting. Stone Glen is planning to request a rezoning to RM from RL classification to allow 70' wide lots.
11. Waiting for Easter Creek Phase 2 subdivision application.

12. Presented and had code amendments approved at 9.4.18 Board of Aldermen meeting concerning livestock and code enforcement in ETJ
13. Prepared project status report on active planning and development projects for Manager's use
14. Working with property owner and engineers to resolve road paving standards for Easter Creek Phase 1&2
15. Began work on Storm Water Management Plan and associated code amendments
16. Worked with Clerk and Manager concerning vacancies on Planning Board and ZBA
17. Continued working with adjacent property owners concerning Peeler Road development of Knight property
18. Code enforcement issue at 724 N Main St
19. Working with Faith Town Clerk concerning road repairs due to sewer work in Village at Granite.
20. Signed several "exception plats"
21. Researched standards for "bona fide farm classification in relation to code violation issue
22. Reviewed property owner in ETJ request to connect to municipal water system
23. Met with property owner concerning minor subdivision of property on St Paul's Church Rd
24. Created list of future UDO and Code of Ordinances text amendments



Granite Quarry-Faith Joint Police Authority

P.O. Box 351 • 143 North Salisbury Ave, Granite Quarry, NC 28072
Office: (704)279-2952 • Fax: (704)209-3047



Police Department Report

September 2018

- Call volume report for the month of September 2018:
 - Date of Report: 09/25/18
 - Total calls for service/activities - 257
 - Incident Reports- 10
 - Arrest Reports- 6
 - Crash Reports- 5
 - Traffic Citations- 21
 - 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- 53,964 (Out of Service)
 - 222- End- 34,601 (396)
 - 223- End- 69,275 (974)
 - 224- End- 48,444 (1614)
 - 225- End- 37,421 (946)
 - 226- End- 18,710 (798)
 - 227- End- 24,061 (1353)
 - 228- End- 11,137 (761)
 - 229- End- 11,340 (1733)

- The average response time for September calls for service is 3.03 minutes.

GQPD

Events by Nature Code by Agency

Agency: GQPD, Event date/Time range: 09/01/2018 00:00:00 - 09/25/2018 23:59:59

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------|----------|-----------|-----|-------|---------|---------------|---------------|----------------|-----------------|---------------|
| GQPD | 104D1 RESIDENTIAL BURG ALARM | 0 | 0 | 8 | 8 | 3% | 0:02:54 | 0:05:01 | 0:04:37 | 1:26:05 | 0:10:46 |
| | 104D2 COMMERCIAL BURG ALARM | 0 | 0 | 11 | 11 | 4% | 0:02:26 | 0:03:39 | 0:04:17 | 1:29:11 | 0:08:06 |
| | 106B4 PAST SEXUAL ASLT-ADULT | 0 | 0 | 1 | 1 | 0% | 0:07:40 | 0:03:21 | 0:11:34 | 0:22:35 | 0:22:35 |
| | 107B1 ASST OTHER AGENCY-ROUTIN | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:00:08 | 0:00:08 | 0:00:08 |
| | 110B2 PAST RESIDENTIAL B&E | 0 | 1 | 0 | 1 | 0% | 0:00:01 | 0:00:00 | 0:00:28 | 0:00:29 | 0:00:29 |
| | 111B1 PAST DAMAGE TO PROPERTY | 0 | 1 | 1 | 2 | 1% | 0:00:53 | 0:00:00 | 0:01:46 | 0:16:27 | 0:08:14 |
| | 111D2 MISCHIEF-DAMAGE TO PROP | 0 | 0 | 1 | 1 | 0% | 0:00:40 | 0:00:00 | 0:00:00 | 0:15:48 | 0:15:48 |
| | 112D2 DECEASED (SUDDEN) | 0 | 0 | 1 | 1 | 0% | 0:00:56 | 0:01:47 | 3:29:01 | 3:31:44 | 3:31:44 |
| | 113D1 DISTURBANCE / PHYSICAL | 0 | 0 | 4 | 4 | 2% | 0:04:22 | 0:04:44 | 0:25:08 | 2:16:57 | 0:34:14 |
| | 113D2 DISTURBANCE / VERBAL | 0 | 0 | 2 | 2 | 1% | 0:03:46 | 0:03:00 | 0:21:54 | 0:57:20 | 0:28:40 |
| | 114B1 PAST DOMESTIC | 0 | 0 | 1 | 1 | 0% | 0:04:24 | 0:00:00 | 0:00:00 | 0:14:21 | 0:14:21 |
| | 114D1 PHYSICAL DOMESTIC | 0 | 0 | 1 | 1 | 0% | 0:04:06 | 0:02:24 | 0:17:37 | 0:24:07 | 0:24:07 |
| | 114D2 VERBAL DOMESTIC | 0 | 0 | 2 | 2 | 1% | 0:03:19 | 0:05:31 | 0:13:05 | 0:43:49 | 0:21:55 |
| | 116D1 DRUGS (USE-POSSESSION) | 0 | 0 | 2 | 2 | 1% | 0:04:27 | 0:08:15 | 0:04:19 | 0:34:01 | 0:17:01 |
| | 118B1 FRAUD-PAST CRIMINAL | 0 | 2 | 0 | 2 | 1% | 0:00:01 | 0:00:00 | 0:51:52 | 1:43:46 | 0:51:53 |
| | 118B2 FRAUD-PAST FORGERY | 0 | 0 | 1 | 1 | 0% | 0:03:27 | 0:00:00 | 0:00:00 | 0:11:27 | 0:11:27 |
| | 118D2 FRAUD-FORGERY | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:10:52 | 0:10:52 | 0:10:52 |
| | 121O2 MENTAL COMMITMENT | 0 | 0 | 1 | 1 | 0% | 1:58:57 | 0:10:46 | 1:03:26 | 3:13:09 | 3:13:09 |
| | 125B1 CHECK WELFARE - ROUTINE | 0 | 0 | 3 | 3 | 1% | 0:03:49 | 0:07:59 | 0:50:50 | 2:15:24 | 0:45:08 |
| | 125B2 LOCKOUT - ROUTINE | 0 | 0 | 2 | 2 | 1% | 0:01:55 | 0:09:55 | 0:30:25 | 1:24:30 | 0:42:15 |

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------|----------|-----------|-----|-------|---------|---------------|---------------|----------------|-----------------|---------------|
| | 125D1 CHECK WELFARE-URGENT | 0 | 0 | 2 | 2 | 1% | 0:02:56 | 0:04:34 | 0:31:37 | 1:18:13 | 0:39:07 |
| | 127D2 SUICIDE THREAT | 0 | 0 | 1 | 1 | 0% | 0:03:17 | 0:03:50 | 0:20:23 | 0:27:30 | 0:27:30 |
| | 129C1 SUSPICIOUS PERSON | 0 | 2 | 4 | 6 | 2% | 0:03:51 | 0:04:50 | 0:11:12 | 1:37:49 | 0:16:18 |
| | 129C3 SUSPICIOUS VEHICLE | 0 | 3 | 2 | 5 | 2% | 0:02:13 | 0:04:38 | 0:24:45 | 2:34:33 | 0:30:55 |
| | 130B3 THEFT FROM VEH (PAST) | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:08:18 | 0:08:18 | 0:08:18 |
| | 131B1 TRAFFIC ACCIDENT - PD | 0 | 0 | 2 | 2 | 1% | 0:00:39 | 0:03:34 | 0:41:14 | 1:30:54 | 0:45:27 |
| | 132C1 SEVERE TRAFFIC VIOLATION | 0 | 0 | 1 | 1 | 0% | 0:12:31 | 0:00:00 | 0:00:00 | 0:25:30 | 0:25:30 |
| | 132C2 HAZARDOUS ROAD CONDITION | 0 | 0 | 1 | 1 | 0% | 0:08:49 | 0:00:00 | 0:00:00 | 0:09:46 | 0:09:46 |
| | 133D1 TRESPASSING | 0 | 0 | 3 | 3 | 1% | 0:03:07 | 0:02:28 | 0:18:30 | 1:12:16 | 0:24:05 |
| | 135B2 PAST SHOTS FIRED | 0 | 0 | 1 | 1 | 0% | 0:03:17 | 0:03:46 | 0:19:13 | 0:26:16 | 0:26:16 |
| | 135C1 SHOTS FIRED (HEARD) | 0 | 0 | 1 | 1 | 0% | 0:03:26 | 0:03:46 | 0:11:38 | 0:18:50 | 0:18:50 |
| | 77B1 TRAFFIC ACC - INJURY | 0 | 0 | 1 | 1 | 0% | 0:00:38 | 0:00:00 | 0:43:02 | 0:43:40 | 0:43:40 |
| | ASSIST EMS | 0 | 0 | 1 | 1 | 0% | 0:00:57 | 0:07:04 | 0:13:25 | 0:21:26 | 0:21:26 |
| | ASSIST FIRE DEPT | 0 | 0 | 4 | 4 | 2% | 0:00:30 | 0:04:00 | 0:16:33 | 1:16:13 | 0:19:03 |
| | ASSIST MOTORIST | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:47:47 | 0:47:47 | 0:47:47 |
| | ATTEMPT TO LOCATE | 0 | 0 | 1 | 1 | 0% | 0:05:34 | 0:04:39 | 0:14:36 | 0:24:49 | 0:24:49 |
| | BUSINESS OR HOUSE CHECK | 0 | 65 | 1 | 66 | 26% | 0:00:08 | 0:03:15 | 0:08:13 | 9:09:06 | 0:08:19 |
| | DELIVER MESSAGE | 0 | 0 | 5 | 5 | 2% | 0:07:27 | 0:06:13 | 0:33:59 | 3:22:48 | 0:40:34 |
| | FOLLOWUP | 0 | 23 | 0 | 23 | 9% | 0:00:01 | 0:30:09 | 1:21:38 | 32:18:00 | 1:24:16 |
| | PARK CHECK | 0 | 16 | 0 | 16 | 6% | 0:00:01 | 0:00:00 | 0:03:11 | 0:51:02 | 0:03:11 |
| | SCHOOL SECURITY CHECK | 0 | 3 | 0 | 3 | 1% | 0:00:00 | 0:00:00 | 0:56:09 | 2:48:28 | 0:56:09 |
| | STORM DAMAGE REPORT | 0 | 0 | 1 | 1 | 0% | 0:02:29 | 0:05:55 | 0:14:14 | 0:22:38 | 0:22:38 |
| | SUBPOENA SERVICE | 0 | 4 | 0 | 4 | 2% | 0:00:00 | 0:00:00 | 0:00:54 | 0:03:38 | 0:00:55 |
| | TRAFFIC CHECK | 0 | 4 | 0 | 4 | 2% | 0:00:00 | 0:00:00 | 0:44:45 | 2:59:03 | 0:44:46 |
| | TRAFFIC CONTROL | 0 | 2 | 0 | 2 | 1% | 0:00:00 | 0:00:00 | 0:29:08 | 0:58:17 | 0:29:09 |
| | TRAFFIC STOP | 0 | 39 | 0 | 39 | 15% | 0:00:01 | 0:00:00 | 0:19:20 | 12:34:13 | 0:19:20 |

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------------|----------|------------|-----------|------------|-------------|----------------|----------------|----------------|------------------|----------------|
| | VEHICLE ACCIDENT PROP DAMAGE | 0 | 0 | 2 | 2 | 1% | 0:02:36 | 0:07:28 | 0:24:23 | 1:08:53 | 0:34:27 |
| | WARRANT SERVICE | 0 | 6 | 1 | 7 | 3% | 0:01:05 | 0:10:55 | 0:35:12 | 4:44:40 | 0:40:40 |
| | Subtotals for No Summary Code | 0 | 175 | 77 | 252 | 98% | 0:05:50 | 0:06:07 | 0:27:47 | 106:36:46 | 0:33:03 |
| | 25A1 PSYCHIATRIC (PD-ROUTINE) | 0 | 0 | 1 | 1 | 0% | 0:03:01 | 0:08:26 | 0:28:51 | 0:40:18 | 0:40:18 |
| | Subtotals for 25A1 | 0 | 0 | 1 | 1 | 0% | 0:03:01 | 0:08:26 | 0:28:51 | 0:40:18 | 0:40:18 |
| | 911 HANG UP | 0 | 0 | 4 | 4 | 2% | 0:01:32 | 0:05:54 | 0:16:54 | 1:37:18 | 0:24:20 |
| | Subtotals for 911 | 0 | 0 | 4 | 4 | 2% | 0:01:32 | 0:05:54 | 0:16:54 | 1:37:18 | 0:24:20 |
| | Subtotals for GQPD | 0 | 175 | 82 | 257 | 100% | 0:05:40 | 0:06:11 | 0:27:34 | 108:54:22 | 0:33:01 |



Finance Department

Breakdown of Departments:
As of (8/21/18)

| Department | Budgeted | YTD | % Used |
|--------------------------|--------------|--------------|--------|
| Revenues: | \$2,255,793 | \$526,812 | 23% |
| Total Revenues: | \$2,255,793 | \$526,812 | 23% |
| Expenses: | | | |
| Governing Body | \$67,727.00 | \$2,655.55 | 4% |
| Administration | \$492,820.16 | \$114,958.31 | 23% |
| Maintenance | \$240,661.00 | \$64,616.06 | 27% |
| Police Dept. | \$648,816.00 | \$153,640.20 | 24% |
| Fire Department | \$407,712.00 | \$103,475.90 | 25% |
| Sanitation/Environmental | \$178,000.00 | \$17,971.99 | 10% |
| Parks & Recreation | \$39,000.00 | \$7,494.20 | 19% |
| Total Expenses | \$2,074,736 | \$464,812.21 | 22% |

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

| Revenues: | | | | |
|---|-----------------------|---------------------|-------------------------|------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-3100-12 Taxes - Budget Year | \$784,609.00 | \$198,724.55 | (\$585,884.45) | 25.33 |
| 01-3100-17 Tax Penalties & Interest | \$5,000.00 | \$691.44 | (\$4,308.56) | 13.83 |
| 01-3100-19 Discounts | (\$50.00) | \$0.00 | \$50.00 | 0.00 |
| 01-3101-12 Taxes - Prior Years | \$12,000.00 | \$2,552.48 | (\$9,447.52) | 21.27 |
| 01-3102-12 Vehicle Tax | \$85,000.00 | \$25,497.02 | (\$59,502.98) | 30.00 |
| 01-3230-31 Local Option Sales Tax | \$695,059.00 | \$178,021.98 | (\$517,037.02) | 25.61 |
| 01-3260-41 Privilege Licenses/Permit | \$350.00 | \$330.00 | (\$20.00) | 94.29 |
| 01-3261-31 Cable Franchise Tax | \$5,000.00 | \$1,864.59 | (\$3,135.41) | 37.29 |
| 01-3315-33 Fireman Retirement | \$300.00 | \$0.00 | (\$300.00) | 0.00 |
| 01-3316-32 Powell Pave & Patch Funds | \$84,457.00 | \$0.00 | (\$84,457.00) | 0.00 |
| 01-3322-31 Beer & Wine - State | \$14,000.00 | \$0.00 | (\$14,000.00) | 0.00 |
| 01-3324-31 Utilities Franchise Tax | \$100,800.00 | \$33,131.60 | (\$67,668.40) | 32.87 |
| 01-3330-84 County First Responders | \$4,020.00 | \$1,005.00 | (\$3,015.00) | 25.00 |
| 01-3340-41 Permits | \$1,200.00 | \$60.00 | (\$1,140.00) | 5.00 |
| 01-3411-89 Community Appearance Rev | \$200.00 | \$5.00 | (\$195.00) | 2.50 |
| 01-3413-89 Miscellaneous Revenue | \$6,100.00 | \$0.00 | (\$6,100.00) | 0.00 |
| 01-3431-41 Police Authority Revenue_Faith | \$140,434.00 | \$68,638.59 | (\$71,795.41) | 48.88 |
| 01-3431-45 Police Report Revenue | \$100.00 | \$15.00 | (\$85.00) | 15.00 |
| 01-3431-89 Police Miscellaneous | \$1,500.00 | \$767.33 | (\$732.67) | 51.16 |
| 01-3471-51 Solid Waste Collection - Salisbury | \$165,744.00 | \$1,106.82 | (\$164,637.18) | 0.67 |
| 01-3471-53 Recycling - Salisbury | \$0.00 | \$10,281.26 | \$10,281.26 | 0.00 |
| 01-3491-41 Subdivision & Zoning Fees | \$2,000.00 | \$1,450.00 | (\$550.00) | 72.50 |
| 01-3613-41 Parks Miscellaneous | \$0.00 | \$993.46 | \$993.46 | 0.00 |
| 01-3713-33 Sal. Water/Sewer Reimbursement | \$50,000.00 | \$0.00 | (\$50,000.00) | 0.00 |
| 01-3831-89 Interest on Investments | \$2,145.00 | \$120.71 | (\$2,024.29) | 5.63 |
| 01-3833-89 Donations/Contributions | \$100.00 | \$0.00 | (\$100.00) | 0.00 |
| 01-3834-41 Park Shelter Rentals (Maint) | \$5,000.00 | \$1,340.00 | (\$3,660.00) | 26.80 |
| 01-3835-80 Police Surplus Items Sold | \$1,500.00 | \$0.00 | (\$1,500.00) | 0.00 |
| 01-3835-81 Surplus items Sold | \$2,000.00 | \$215.39 | (\$1,784.61) | 10.77 |
| 01-3837-31 ABC Net Revenue-Co. | \$10,000.00 | \$0.00 | (\$10,000.00) | 0.00 |
| 01-3991-99 Fund balance Appropriated | \$77,225.16 | \$0.00 | (\$77,225.16) | 0.00 |
| | \$2,255,793.16 | \$526,812.22 | (\$1,728,980.94) | 23% |

| Governing Body: | | | | |
|----------------------------------|-------------|------------|-------------|-------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4110-02 Mayor/Alderman Salary | \$12,160.62 | \$0.00 | \$12,160.62 | 0.00 |
| 01-4110-03 Mayor Expense | \$250.00 | \$0.00 | \$250.00 | 0.00 |
| 01-4110-08 Board Expense | \$800.00 | \$38.16 | \$761.84 | 4.77 |
| 01-4110-09 FICA Expense | \$931.00 | \$0.00 | \$931.00 | 0.00 |
| 01-4110-40 Dues & Subscriptions | \$820.00 | \$0.00 | \$820.00 | 0.00 |
| 01-4110-45 Insurance & Bonds | \$2,750.00 | \$2,617.39 | \$132.61 | 95.18 |
| 01-4110-97 Board Contingency | \$50,015.38 | \$0.00 | \$50,015.38 | 0.00 |
| | \$67,727.00 | \$2,655.55 | \$65,071.45 | 4% |

| Administration: | | | | |
|--------------------------------------|--------------|--------------|--------------|-------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4120-00 Salaries-Regular | \$194,100.00 | \$46,946.33 | \$147,153.67 | 24.19 |
| 01-4120-02 Salaries-Part Time | \$25,000.00 | \$5,076.00 | \$19,924.00 | 20.30 |
| 01-4120-07 401K Expense | \$9,750.00 | \$4,049.15 | \$5,700.85 | 41.53 |
| 01-4120-09 FICA Expense | \$16,800.00 | \$3,820.98 | \$12,979.02 | 22.74 |
| 01-4120-10 Retirement Expense | \$14,550.00 | \$427.45 | \$14,122.55 | 2.94 |
| 01-4120-11 Group Insurance | \$42,000.00 | \$6,415.35 | \$35,584.65 | 15.27 |
| 01-4120-18 Professional Services | \$15,400.00 | \$1,068.75 | \$14,331.25 | 6.94 |
| 01-4120-22 Banquet Expense | \$1,500.00 | \$0.00 | \$1,500.00 | 0.00 |
| 01-4120-26 Office Expense | \$11,000.00 | \$657.97 | \$10,342.03 | 5.98 |
| 01-4120-29 Supplies & Equipment | \$200.00 | \$132.97 | \$67.03 | 66.49 |
| 01-4120-31 Training & Schools | \$7,000.00 | \$2,641.39 | \$4,358.61 | 37.73 |
| 01-4120-32 Telephone/Communications | \$3,000.00 | \$717.01 | \$2,282.99 | 23.90 |
| 01-4120-33 Utilites | \$6,000.00 | \$697.37 | \$5,302.63 | 11.62 |
| 01-4120-34 Printing | \$2,500.00 | \$720.43 | \$1,779.57 | 28.82 |
| 01-4120-35 Maint/Repair Equipment | \$500.00 | \$0.00 | \$500.00 | 0.00 |
| 01-4120-37 Advertising | \$1,500.00 | \$374.50 | \$1,125.50 | 24.97 |
| 01-4120-40 Dues & Subscriptions | \$13,000.00 | \$9,646.33 | \$3,353.67 | 74.20 |
| 01-4120-45 Insurance & Bonds | \$8,500.00 | \$3,831.43 | \$4,668.57 | 45.08 |
| 01-4120-49 Visionary Projects | \$27,225.16 | \$9,667.00 | \$17,558.16 | 35.51 |
| 01-4120-50 Community Projects | \$3,000.00 | \$1,228.66 | \$1,771.34 | 40.96 |
| 01-4120-52 Cap Outlay-Computer | \$750.00 | \$0.00 | \$750.00 | 0.00 |
| 01-4120-60 Contracted Services | \$31,145.00 | \$15,675.17 | \$15,469.83 | 50.33 |
| 01-4120-71 Debt Services - Principal | \$50,000.00 | \$0.00 | \$50,000.00 | 0.00 |
| 01-4120-72 Debt Services - Interest | \$8,400.00 | \$1,164.07 | \$7,235.93 | 13.86 |
| | \$492,820.16 | \$114,958.31 | \$377,861.85 | 23% |

| Maintenance: | | | | |
|--|---------------|-------------|-----------------|--------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4190-00 Salaries - Regular | \$99,000.00 | \$22,203.00 | \$76,797.00 | 22.43 |
| 01-4190-02 Salaries - Part-Time | \$29,000.00 | \$5,758.50 | \$23,241.50 | 19.86 |
| 01-4190-07 401K Expense | \$4,950.00 | \$2,022.28 | \$2,927.72 | 40.85 |
| 01-4190-09 FICA Expense | \$8,660.00 | \$2,149.37 | \$6,510.63 | 24.82 |
| 01-4190-10 Retirement Expense | \$7,455.00 | \$57.19 | \$7,397.81 | 0.77 |
| 01-4190-11 Group Insurance | \$22,000.00 | \$5,659.83 | \$16,340.17 | 25.73 |
| 01-4190-20 Motor Fuel | \$5,500.00 | \$1,054.00 | \$4,446.00 | 19.16 |
| 01-4190-21 Uniforms | \$1,500.00 | \$252.00 | \$1,248.00 | 16.80 |
| 01-4190-24 Maint & Repairs Buildings & Grounds | \$8,000.00 | \$368.34 | \$7,631.66 | 4.60 |
| 01-4190-25 Maint & Repairs Trucks | \$2,000.00 | \$1,002.84 | \$997.16 | 50.14 |
| 01-4190-26 Office Expense | \$100.00 | \$0.00 | \$100.00 | 0.00 |
| 01-4190-29 Supplies & Equipment | \$5,500.00 | \$1,520.39 | \$3,979.61 | 27.64 |
| 01-4190-31 Training & Schools | \$500.00 | \$0.00 | \$500.00 | 0.00 |
| 01-4190-32 Telephone/Communications | \$1,000.00 | \$66.34 | \$933.66 | 6.63 |
| 01-4190-33 Utilities | \$5,500.00 | \$519.14 | \$4,980.86 | 9.44 |
| 01-4190-34 Printing | \$350.00 | \$1.80 | \$348.20 | 0.51 |
| 01-4190-35 Maint & Repairs Equip | \$7,000.00 | \$513.45 | \$6,486.55 | 7.34 |
| 01-4190-45 Insurance & Bonds | \$9,000.00 | \$7,840.64 | \$1,159.36 | 87.12 |
| 01-4190-51 Tools & Light Equipment | \$2,500.00 | \$1,671.51 | \$828.49 | 66.86 |
| 01-4190-53 C.O.Veteran Memorial | \$6,146.00 | \$0.00 | \$6,146.00 | 0.00 |
| 01-4190-55 C.O. Equipment | \$5,000.00 | \$6,800.00 | (\$1,800.00) | 136.00 |
| 01-4190-60 Contracted Services | \$10,000.00 | \$5,155.44 | \$4,844.56 | 51.55 |
| | \$240,661.00 | \$64,616.06 | \$176,044.94 | 27% |

| Parks & Rec: | | | | |
|--|---------------|------------|-----------------|--------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-6130-24 Maint/Repair Bldg & Grounds | \$12,000.00 | \$2,528.04 | \$9,471.96 | 21.07 |
| 01-6130-29 Supplies & Equipment | \$6,000.00 | \$1,273.77 | \$4,726.23 | 21.23 |
| 01-6130-33 Utilities | \$18,000.00 | \$1,842.39 | \$16,157.61 | 10.24 |
| 01-6130-60 Contracted Services | \$3,000.00 | \$1,850.00 | \$1,150.00 | 61.67 |
| | \$39,000.00 | \$7,494.20 | \$31,505.80 | 19% |

| Environmental Protection: | | | | |
|--------------------------------------|---------------|-------------|-----------------|--------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4710-33 Utilities (Street Lights) | \$36,000.00 | \$6,202.28 | \$29,797.72 | 17.23 |
| 01-4710-64 Recycling | \$28,000.00 | \$2,320.00 | \$25,680.00 | 8.29 |
| 01-4710-65 Garbage Services | \$114,000.00 | \$9,449.71 | \$104,550.29 | 8.29 |
| | \$178,000.00 | \$17,971.99 | \$160,028.01 | 10% |

| Police Department: | | | | |
|-------------------------------------|---------------|--------------|-----------------|--------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4310-00 Salaries-Regular | \$334,000.00 | \$80,677.71 | \$253,322.29 | 24.16 |
| 01-4310-02 Salaries-Part Time | \$23,000.00 | \$6,977.00 | \$16,023.00 | 30.33 |
| 01-4310-07 401K Expense | \$16,700.00 | \$7,152.14 | \$9,547.86 | 42.83 |
| 01-4310-09 FICA Expense | \$27,311.00 | \$6,584.66 | \$20,726.34 | 24.11 |
| 01-4310-10 Retirement Expense | \$26,000.00 | \$1,035.45 | \$24,964.55 | 3.98 |
| 01-4310-11 Group Insurance | \$67,005.00 | \$13,831.05 | \$53,173.95 | 20.64 |
| 01-4310-20 Motor Fuel | \$18,000.00 | \$3,128.70 | \$14,871.30 | 17.38 |
| 01-4310-21 Uniforms | \$3,000.00 | \$432.63 | \$2,567.37 | 14.42 |
| 01-4310-25 Maint & Repair-Autos | \$6,000.00 | \$1,320.98 | \$4,679.02 | 22.02 |
| 01-4310-26 Office Expense | \$1,500.00 | \$89.47 | \$1,410.53 | 5.96 |
| 01-4310-29 Supplies & Equipment | \$8,050.00 | \$383.74 | \$7,666.26 | 4.77 |
| 01-4310-31 Training & Schools | \$3,000.00 | \$0.00 | \$3,000.00 | 0.00 |
| 01-4310-32 Telephone/Communications | \$8,000.00 | \$1,131.26 | \$6,868.74 | 14.14 |
| 01-4310-33 Utilites | \$3,000.00 | \$248.04 | \$2,751.96 | 8.27 |
| 01-4310-34 Printing | \$3,000.00 | \$257.38 | \$2,742.62 | 8.58 |
| 01-4310-35 Maint & Repair-Equipment | \$2,000.00 | \$0.00 | \$2,000.00 | 0.00 |
| 01-4310-40 Dues & Subscriptions | \$1,850.00 | \$344.50 | \$1,505.50 | 18.62 |
| 01-4310-45 Insurance & Bonds | \$24,000.00 | \$16,291.19 | \$7,708.81 | 67.88 |
| 01-4310-54 C.O. Motor vehicle fund | \$37,500.00 | \$0.00 | \$37,500.00 | 0.00 |
| 01-4310-55 C.O. Equipment | \$11,900.00 | \$0.00 | \$11,900.00 | 0.00 |
| 01-4310-60 Contracted Services | \$24,000.00 | \$13,754.30 | \$10,245.70 | 57.31 |
| | \$648,816.00 | \$153,640.20 | \$495,175.80 | 24% |

| Fire Department: | | | | |
|--------------------------------------|---------------|--------------|-----------------|--------------|
| Disp Acct | Budget | YTD | Variance | Prcnt |
| 01-4340-00 Salaries - Regular | \$103,292.00 | \$23,575.34 | \$79,716.66 | 22.82 |
| 01-4340-02 Salaries - Part-Time | \$160,000.00 | \$31,608.05 | \$128,391.95 | 19.76 |
| 01-4340-07 401K Expense | \$5,176.00 | \$2,142.23 | \$3,033.77 | 41.39 |
| 01-4340-09 FICA Expense | \$24,200.00 | \$4,295.50 | \$19,904.50 | 17.75 |
| 01-4340-10 Retirement Expense | \$7,765.00 | \$135.26 | \$7,629.74 | 1.74 |
| 01-4340-11 Group Insurance | \$23,500.00 | \$6,208.51 | \$17,291.49 | 26.42 |
| 01-4340-17 Firemen's Pension Fund | \$2,620.00 | \$0.00 | \$2,620.00 | 0.00 |
| 01-4340-20 Motor Fuel | \$4,000.00 | \$691.79 | \$3,308.21 | 17.29 |
| 01-4340-21 Uniforms | \$3,000.00 | \$294.86 | \$2,705.14 | 9.83 |
| 01-4340-25 Maint & Repairs-Trucks | \$12,000.00 | \$1,642.02 | \$10,357.98 | 13.68 |
| 01-4340-26 Office Expense | \$500.00 | \$0.00 | \$500.00 | 0.00 |
| 01-4340-29 Supplies & Equipment | \$20,000.00 | \$132.79 | \$19,867.21 | 0.66 |
| 01-4340-31 Training & Schools | \$2,000.00 | \$0.00 | \$2,000.00 | 0.00 |
| 01-4340-32 Telephone/Communications | \$3,000.00 | \$732.02 | \$2,267.98 | 24.40 |
| 01-4340-33 Utilities | \$7,400.00 | \$924.35 | \$6,475.65 | 12.49 |
| 01-4340-34 Printing | \$700.00 | \$37.41 | \$662.59 | 5.34 |
| 01-4340-35 Maint. & Repairs-Equipmen | \$3,000.00 | \$315.00 | \$2,685.00 | 10.50 |
| 01-4340-40 Dues & Subscriptions | \$1,400.00 | \$0.00 | \$1,400.00 | 0.00 |
| 01-4340-45 Insurance & Bonds | \$14,000.00 | \$25,763.57 | (\$11,763.57) | 184.03 |
| 01-4340-60 Contracted Services | \$8,000.00 | \$2,818.53 | \$5,181.47 | 35.23 |
| 01-4340-72 Debt Services - Interest | \$2,159.00 | \$2,158.67 | \$0.33 | 99.98 |
| | \$407,712.00 | \$103,475.90 | \$304,236.10 | 25% |

PURCHASING POLICY



Adopted by Board of Aldermen

**Town of Granite Quarry, North Carolina
Purchasing Policy Manual**



TABLE OF CONTENTS

| | | Page(s) |
|------|---|---------|
| I. | Forward | 1 |
| II. | General Guidelines | 2 |
| | 2.1 Local Buying | |
| | 2.2 Planning | |
| | 2.3 Buying Proper Quality | |
| | 2.4 Authorization | |
| III. | Purchasing Procedure | 3-5 |
| | 3.1 Purchases less than \$2,500.00 | |
| | 3.2 Purchases between \$2,500.00 and \$4,999.99 | |
| | 3.3 Purchases between \$5,000.00 and \$29,999.99 | |
| | 3.4 Purchases between \$30,000.00 and \$89,999.99 | |
| | 3.5 Purchases \$90,000.00 and above/Services \$500,000.00 and above | |
| IV. | Vendor Selection | 5 |
| | 4.1 Selection Policy | |
| | 4.2 Gifts and Gratuities | |
| V. | Special Procurement Procedure | 6-8 |
| | 5.1 Blanket Purchase | |
| | 5.2 Emergency Purchase | |
| | 5.3 Sole Source of Supply | |
| | 5.4 Single Brand Convenience | |
| | 5.5 NC Purchase Contract and Cooperative Purchasing Agreements | |
| | 5.6 Piggybacking | |
| | 5.7 Professional Services | |
| | 5.8 Service Contracts | |
| | 5.9 Vendors with Town Accounts | |
| VI. | Delivery and Performance | 9 |
| | 6.1 Partial Deliveries | |
| | 6.2 Non-Performance | |

| | | |
|-------|--------------------------------------|-------|
| VII. | Inspection and Testing | 9-10 |
| | 7.1 Rejection | |
| | 7.2 Damaged Goods | |
| | 7.3 Latent Defects | |
| VIII. | Vendor Relations | 10 |
| IX. | Sale of Town Property | 10 |
| X. | Fuel Cards | 10 |
| XI. | Purchase Cards | 11-12 |
| | 11.1 Employee Responsibilities | |
| | 11.2 Receipts and Receipt Submission | |
| | 11.3 Unauthorized Purchases | |
| | 11.4 Consequences of Improper Use | |
| XII. | Fringe Benefits | 12 |
| XIII. | Exhibits | 13 |

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GLOSSARY

Bid: a multi-step process required of the Town by North Carolina General Statutes. Quotes from three separate vendors are required during any bid process unless the good or service to be supplied is produced by only one vendor.

Informal Bid: A bid on items \$30,000.00 and above. Request for quotes are not required to be advertised to the public. Purchases in this category do not need to be approved by the Board of Aldermen.

Formal Bid: A bid on items \$90,000.00 and above or on services \$500,000.00 and above. Public advertisement of the request for quote and bid process must be made, bids must be opened in public forum, and the Board of Aldermen must approve the winning bid.

Quote: a price provided by a vendor on a provided good or service.

Informal Quote: a quote received via verbal communication, email, website, catalog, or fax.

Formal Quote: A price quote received via U.S. Mail, email, fax, or hand delivery.

Requisition: input into the financial system by a department to request the generation of a purchase order by the Finance Department prior to a purchase.

Purchase Order (PO): authorization for the purchase of goods sent by the Finance Department to a vendor prior to the purchase.

Request for Written Quotation (RFQ): A request sent to a vendor for a written quote on a certain good or service.

Encumbering: to commit a given amount of money to the payment of an order.

Purchasing/ Procurement: interchangeable, how the Town obtains needed goods and services.

Department Head: The individual authorized to make purchasing decisions on behalf of his/ her department.

Vendor: provider of a good or service.

I. FORWARD

This purchasing policy is intended for use as a guide to the Town of Granite Quarry's purchasing methods and practice. When used properly, the policies and procedures established herein will enable the Town to obtain needed goods and services efficiently and economically. The goal of this policy is to give structure to the Town of Granite Quarry's procurement methods and to set guidelines for Town departments.

The understanding and cooperation of all employees is essential in order for the Town to maximize the value of each taxpayer dollar spent. While this manual does not answer all procurement related questions, it provides a sound foundation for Town procurement methods.

The goals of the Town's purchasing program are as follows:

1. To comply with legal and ethical requirements of public purchasing and procurement.
2. To assure vendors that impartial and equal treatment is afforded to all who conduct business with the Town.
3. To receive maximum value for money spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
4. To provide Town departments the required goods and services in a timely manner in the proper quantity and quality while providing necessary information to the Town Finance Department.
5. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitments, follow-ups, and adjustments.
6. To promote healthy business relationships through informed and fair purchasing practice and maintenance of ethical standards.
7. To maximize the standardization of products used by all departments in order to minimize stock levels and obtain better prices for necessary goods and services.

If the procedures and guidelines established in this manual are followed, each department will be capable of managing, controlling, and planning available resources to meet present and future needs in order to help the Town meet set goals. Any questions or concerns about this manual or the established procedures should be directed to the Town Finance Department.

This manual is effective immediately following Board of Aldermen adoption and supersedes all previous purchasing or procurement instructions or directives.

II. GENERAL GUIDELINES

2.1 Local Buying

It is the desire of the Town of Granite Quarry to contract with vendors within the Town and Rowan County whenever possible. The Town has a responsibility to its citizens and local businesses; however, the Town must ensure taxpayer money is spent with prudence. The Town **does not** make purchasing decisions based exclusively on the location of the vendor; however, every effort will be made to encourage qualified local vendors and suppliers to compete for Town business.

2.2 Planning

It is imperative that all Town departments take time to properly plan purchases. Purchasing plans should be made for goods and services to be purchased in both the near and distant future; thereby minimizing small orders and last minute purchases. Planning is of highest importance to the Town because proper planning reduces unnecessary clerical and supervisory time costs associated with the procurement process.

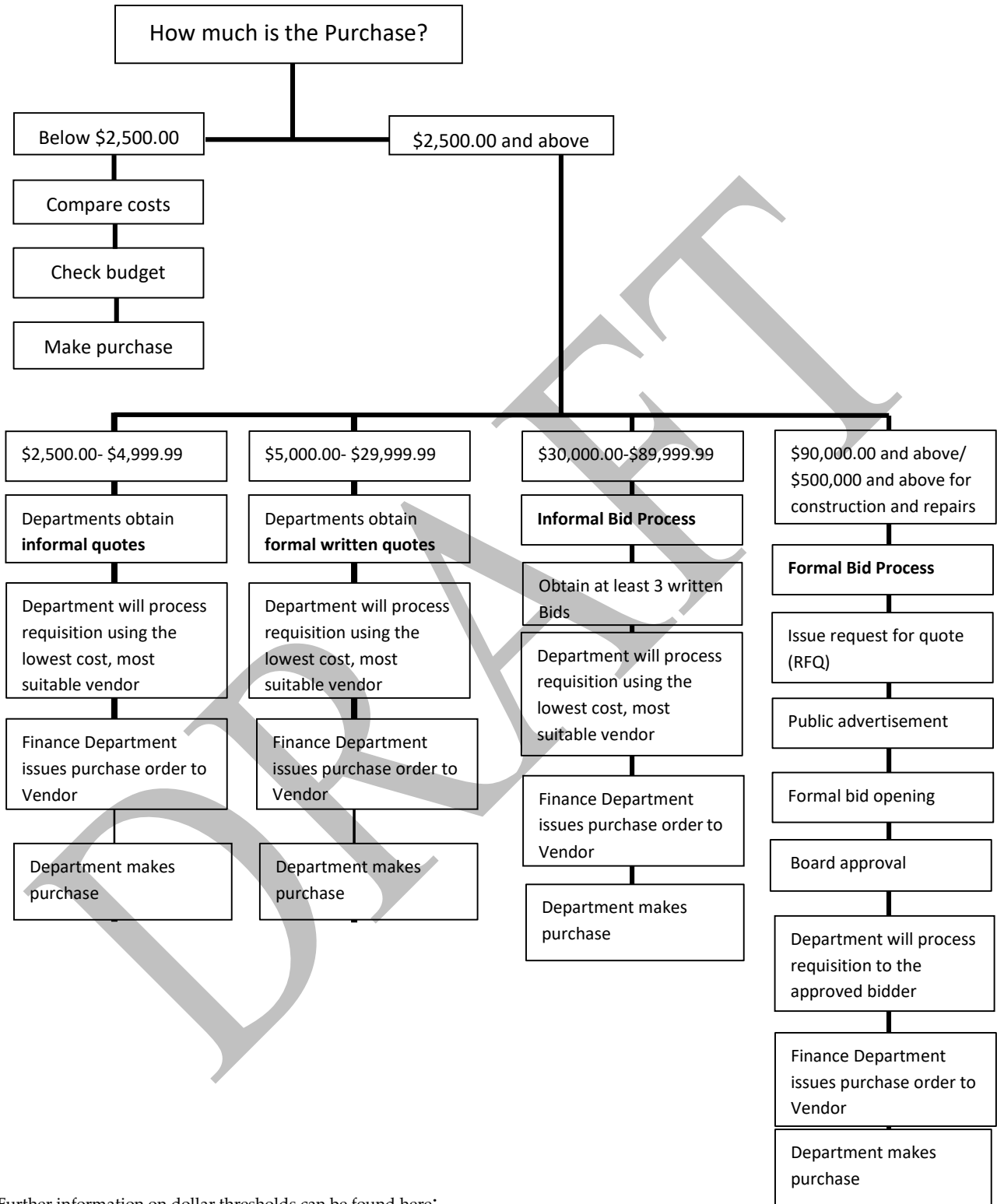
2.3 Buying Proper Quality

Quality and service are as important as price when considering goods for purchase; it is the duty of the requesting department to secure the most cost-effective good or service that will meet but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the Town from excess expenses in the future. The requesting department should take this into consideration when making a purchase.

2.4 Authorization

Department Heads have been delegated the authority to approve purchases made under \$2,500.00. Department Heads should only authorize purchases for necessary goods when proper documentation is provided and funds are available to make the purchase. The Department Head or his designee must authorize each invoice with signature and date before forwarding to Finance for payment. This authorization verifies that the goods and or services have been received, the budgeted funds are available and the invoice has been coded to the proper account number.

PURCHASING FLOW CHART



Further information on dollar thresholds can be found here:
<http://www.sog.unc.edu/sites/www.sog.unc.edu/files/Dollar%20Thresholds%20Chart%202013.pdf>

III. PURCHASING PROCEDURE

3.1 Purchases less than \$2,500.00

Purchases less than \$2,500.00 do not require a Requisition or a Purchase Order (PO) and may be made upon the approval of the department head. In order to meet the pre-audit requirements of GS. 159-28 each department shall be appointed a deputy finance director for purchases less than \$2,500. These purchases may be made by utilizing the Town's Procurement Card (P-Card) process, check requests, or vendor accounts. Please see the Town's specific policy for acceptable P-Card expenses. Every purchase should follow a cost comparison to ensure a competitive price and quality for each good and service purchased. Issues that may override the price comparison process may include delivery time and material specifications.

ALL PURCHASES \$2,500.00 AND ABOVE REQUIRE A REQUISITION AND PURCHASE ORDER (PO).

3.2 Purchases between \$2,500.00 and \$4,999.99

Purchases in this price range may be obtained by the requesting department(s) through an informal quote process. No minimum number of quotes is required however, it is encouraged that every attempt is made to acquire at least three (3) quotes. The informal quotes may be received through verbal communications, email, or fax. Verbal quotes must be noted in typed or hand written form documenting price, date quoted, name of vendor, and name of the individual representative of the vendor. Quotes are to be scanned and submitted with the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.3 Purchases between \$5,000.00 and \$29,999.99

Purchases in this price range are obtained through the formal quote process. In the formal quote process, the requesting department is required to receive at least three (3) quotes via U.S. Mail, email, fax, or hand delivery. The required three written quotes are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.4 Purchases between \$30,000.00 and \$89,999.99

Purchases in this range must be obtained through informal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. RFQs in the informal bid range may or may not be advertised to the public. A minimum of three (3) vendors, if available, will receive the RFQ. Every effort will be made to obtain at least three (3) quotes. Quotes in the informal bid range may be submitted through U.S. Mail, email, fax, or hand delivery. No verbal quotes are acceptable in the informal bid price range. Purchases in the informal bid range do not require Board of Aldermen approval. In this range, a no bid may be accepted as a bid. In accordance with N.C.G.S. § 143- 131, a Request for Written Quotation will be used for purchases of \$30,000 to formal limits (3.2a) with or without advertising. The required three written informal bids are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

3.5 Purchases \$90,000.00 and above/Services \$500,000.00 and above

Purchases in this range must be obtained through formal bids. Departments are responsible for sending a request for quote (RFQ) and will allow vendors sufficient time to respond to the request based on the complexity of the request. Every effort will be made to obtain at least three (3) bids. A newspaper advertisement must run at least seven (7) days prior to the bid opening. Written bids in this range must be submitted in a sealed envelope and must be opened at a public bid opening. Purchases in the formal range require Board of Aldermen approval. In accordance with N.C.G.S. § 143-129, invitation for formal bids will be used for purchases of \$90,000 and greater (\$500,000 and greater for construction and repairs). This will include advertising in the local newspaper and/ or other advertising media as deemed appropriate and receiving sealed bids. The supporting documentation and all bids received are to be scanned and submitted with/ attached to the purchase requisition prior to purchase; after the purchase order is issued and approved, a purchase may be made.

IV. VENDOR SELECTION

4.1 Selection Policy

Vendors will be selected on a competitive basis. Formal bids and informal bids will be solicited by the requesting department. Bid awards, purchase orders and/ or contracts will be issued to the lowest, responsive, responsible bidder. The Town of Granite Quarry will not use vendors who have been debarred by Federal, State, or Local governments.

4.2 Gifts and Gratuities

Town employees are prohibited from soliciting or accepting any rebate, money, costly entertainment, gift, or gratuity (with the exception of mementos and novelties of nominal value) from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded. The Town will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between the personal interests of an employee and the interests of the Town. Accordingly, the Town may terminate, at no charge to the Town, any purchase order contract if it is found that substantial gifts or gratuities were offered to a Town employee. The Town may also take disciplinary action, including dismissal, against a Town employee who solicits or accepts gifts or gratuities of any value whatsoever.

V. SPECIAL PROCUREMENT PROCEDURES

5.1 Blanket Purchase Order

Blanket purchase orders will be issued to selected vendors for the procurement of certain items after competitive pricing has been completed and if budgeted funds are available. Blanket purchase orders are intended to expedite the procurement of frequently needed and repetitious supplies. Blanket purchase orders should be made for goods and services when the amount of clerical or administrative work otherwise involved is impractical. Examples of items procured through a blanket purchase order include: janitorial services, maintenance service contracts, chemicals, temporary personnel services, automotive parts, and others. Blanket purchase orders will encumber the requesting department's funds for any amounts remaining on the purchase order.

Requisition for blanket purchase orders must include all required information along with the following additional information:

1. Time period the purchase order is valid
2. Items covered by the blanket purchase order
3. The Not to Exceed (NTE) amount
4. A listing of all personnel approved to purchase from the blanket purchase order

All vendor delivery tickets must be signed by an authorized Town employee indicating receipt of the goods and/ or services. All delivery tickets from blanket purchase orders must be scanned and forwarded to Accounts Payable as supporting documentation for invoice processing.

5.2 Emergency Purchases

In cases of emergencies, the Department Head or his/ her designee may purchase directly from any vendor the supplies or services whose immediate procurement is essential to prevent delays in work which may affect the life, health, safety, or convenience of Town of Granite Quarry employees or citizens.

The user department shall exercise good judgment and use established vendors if possible when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. Not anticipating needs does not constitute an emergency situation. First, determine if a true emergency does exist. Second, anticipate needs and avoid emergency situations whenever possible. Emergency orders are always costly. Vendors usually charge top prices if supplies or services must be obtained on an emergency basis.

During working hours, follow standard purchasing procedure as usual as soon as time and the situation permits.

After working hours, the following procedure should be used for emergency purchases: verify funds are available and if needed complete a Request to Transfer Funds form and forward immediately to the Budget office. The packing slip or invoice received should be coded with the

account(s) to be charged and signed, scan/ attach a brief explanation of the nature of the emergency and forward to Accounts Payable with the invoice. Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

5.3 Sole Source of Supply

In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the Finance Department. Whenever a Department Head decides to purchase goods from a sole source, he/ she shall document on the requisition why only one company or individual is capable of providing the goods required. The provisions of N.C.G.S. § 143-129 will be followed requiring Council approval for sole source exception for all purchases made at or above statute levels.

5.4 Single Brand Convenience

The Town recognizes in certain scenarios it is efficient to purchase items from a single provider rather than a variety of vendors. In such cases exceptions may be made to standard purchasing procedure; given proper documentation is provided. The purchaser should note reasons buying from a certain vendor will be more efficient in the long run and attach such documentation to each requisition.

Example: One brand of printer Town-wide would allow the same type of ink cartridge to be ordered and reduces time cost related to finding multiple brands. This also allows the Town to buy ink cartridges in bulk from a single provider, further reducing cost.

5.5 State of North Carolina Purchase Contract

All Departments may use the State of North Carolina Department of Administration Purchase and Contract Division whenever possible for procurement of capital and non-capital items. It shall be the responsibility of Department Heads to familiarize themselves with this purchasing method and to check for needed goods and services which are available through this resource at a lower cost than many other vendors offer. This system expedites the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes. Examples of goods on State Contract are: law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, light bulbs, etc. Contact the Finance Department with questions regarding goods on State Contract.

The State of North Carolina Interactive Purchasing System can be found on the web at www.ips.state.nc.us/ips/Default.aspx.

The North Carolina E-Procurement System can be found on the web at <http://eprocurement.nc.gov/>

5.6 Piggybacking

The department head may use the piggybacking process whenever necessary to purchase apparatus, supplies, materials, and equipment. Contracts in the informal range can be used as a tool to solicit additional bids, but no Board action is necessary. For purchases of \$90,000 and above, the provisions of N.C.G.S. § 143-129 will be followed.

5.7 Professional Services

Normal competitive procedures are difficult to use in securing professional services such as attorneys, planners, and other professionals who, in keeping with the standards of their discipline, will not enter into a competitive bidding process. When an agreement between a professional service company and the Town is established, a purchase order with the proposed amount shall be issued to satisfy accounting and statutory requirements. Purchases from professionals shall otherwise follow N.C.G.S. § 143-64.31 and 64.32.

5.8 Service Contracts

All service contracts, for which the contractor will perform work while on Town property, must be accompanied by a standard contract form. The contract must follow all signature procedures and contain all necessary insurance and payment options. The completed and signed contract must be reviewed by the Town Attorney, signed by the Town Manager, pre-audited by the Finance Director, and be filed in the office of the Town Clerk. The executed contract should be scanned and attached to the department requisition that is forwarded to the Finance Department. The Town will not enter into contractual agreements that are subject to automatic renewal and will attempt to structure contracts to coincide with the fiscal year.

Contracts authorized by the Board of Aldermen through direct award or budget authorization may be executed by the Town Manager. Subsequent orders changing the original contract, which do not exceed the approved cost of the contract, will be executed by the Town Manager.

The Board of Aldermen must approve all contracts that meet any of the following criteria:

1. Contracts subject to statutory bid thresholds
2. Contracts with terms greater than one year
3. Contracts exceeding budgetary approval, which require a budget amendment
4. Contracts suggesting a significant policy change as determined by the Town Manager.

5.9 Vendors with Town Accounts

The Town should have accounts with certain vendors where possible in order to expedite the purchasing process for frequently needed minor items. In the event the Town has an account with a certain vendor, Town employees should not use purchase cards to obtain goods or services from the vendor. Proper purchasing procedures should be followed and only authorized purchases should be charged to Town accounts.

VI. DELIVERY AND PERFORMANCE

A completed and accepted purchase order by the parties concerned must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule will be emphasized to the vendor. Delivery requirements will be clearly written and fully understood by all vendors. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is necessary to clearly indicate the delivery location on the requisition.

6.1 Partial Deliveries

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which is referred to as "partial delivery". Upon receipt of a partial delivery, photocopy the purchase order; attach a copy of the signed delivery receipt and forward to the Finance Department along with the vendor invoice indicating which lines of the purchase order are to be paid.

6.2 Non-Performance

If a vendor fails to meet any requirements(s) of the specifications or terms and conditions of the contract or purchase order, the vendor can be cited for non-performance. The seriousness of non-performance will be evaluated based upon the circumstances of each violation.

VII. INSPECTION AND TESTING

Life and safety as well as successful operation of expensive equipment and supplies may depend upon how well a purchased item meets design and performance specifications.

Goods and materials should be checked at the time of receipt for damage or defects. The inspection shall include assuring goods comply with the specifications. If damage is found or the goods fail to comply with the specifications, the item(s) shall be rejected as outlined below.

7.1 Rejection

In order to protect the Town's rights in the event of rejection, for whatever reason, the vendor shall be informed immediately. Reasons for the rejection must be documented in memo form, attached to a copy of the purchase order and forwarded to the Finance Department in a timely manner.

7.2 Damaged Goods

One of the major reasons for immediately inspecting the goods or materials upon receipt is to detect any visible damage. It is necessary that all damage including evidence of concealed damage shall be documented by memo, attached to a copy of the purchase order, forwarded to the Finance Department, reported to the vendor as soon as possible, and informs the vendor of the damaged goods. When it is apparent that the extent of the damage causes the goods to be worthless, they will not be accepted.

7.3 Latent Defects

Latent defects may be the result of damage in transit or failure of the manufacturer to conform to specifications. Consequently, it is often difficult to fix responsibility for the defective material. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the Town may file a claim against all parties. A memo attached to a copy of the purchase order must be forwarded to the Finance Department.

VIII. VENDOR RELATIONS

Good vendor relations are valuable business assets established through mutual confidence and satisfactory business communication between buyer and seller. An important contribution toward promoting and preserving these relations is a clear understanding of the method of contract between buyer and seller. Any conflicts which may arise should be reported to the Finance Department.

IX. SALE OF TOWN PROPERTY

The Town Manager has been authorized by the Granite Quarry Board of Aldermen to declare as surplus single asset or property or a group of items with a value of up to \$30,000.00, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property. The Town Manager shall sign the Sale of Property Authorization form **prior** to the sale or disposal of any Town property. The Finance Department shall keep all approved forms, which will record a description of the property sold or exchanged, and the amount of money or other considerations received for each sale or exchange. N.C.G.S. § 160A-265 through 280 should be referenced before the sale of any Town property in order to ensure statutes and procedure are followed properly.

X. FUEL CARDS

Fuel cards will be assigned to Town owned vehicles and are required to be used to purchase fuel for Town vehicles, or in some instances, to purchase fuel for other job-related equipment such as: weed-eaters, lawn mowers, leaf-blowers, etc. It is not appropriate for Town employees to use fuel cards to purchase fuel for any other vehicle or equipment other than which the card was issued to. Fuel cards are required to remain with the assigned vehicle and any missing cards should be reported immediately. Employees are required to use their PIN when purchasing fuel. Any unauthorized use of a PIN not assigned to the employee will result in disciplinary action up to and including termination.

XI. PURCHASE CARDS

Purchase cards exist to provide departments a flexible and efficient way to make **small** purchases. Purchase cards empower the cardholder to acquire necessary materials to conduct business and/or deliver services in a more convenient and expeditious manner. Purchase cards should not be used to procure items or services not directly related to Town business. Purchase cards cannot be used to purchase fuel for town vehicles. All town vehicles will have fuel cards which must be used.

11.1 Employee Responsibilities

No purchase over \$2,500.00 shall be made using the purchase card system without a purchase order. Purchase cards assigned to employees may have approval limits set by Department Heads below the \$2500.00 policy threshold. If an employee needs to make a purchase above the limit set by the Department Head, the employee should consult with the Department Head before making a transaction.

1. The purchase card that each cardholder receives shall only be used by the cardholder. No other person is authorized to use this card. The cardholder may make transactions on behalf of others in their department/ division; however, the cardholder is responsible for all purchases charged to their card.
2. The total value of a transaction shall not exceed a cardholder's single purchase limit. Payment for a purchase shall not be split into multiple transactions to stay within the single purchase limit.
3. The cardholder is responsible for maintaining receipts of all card transactions and scanning all receipts into the purchase card banking system. Receipts are required for all purchases. Failure to scan and attach receipts in a timely manner may result in the cardholder losing the privilege of using a Town purchasing card.
4. Purchase cards may be used by for lodging and for training/ professional activities. Purchase cards cannot be used for meals during employee travel. Cardholders should consult the Town's Travel Policy for more information.

11.2 Receipts and Receipt Submission

Receipts should be collected and kept for all transactions. If a detailed receipt is not obtained from the vendor, a Lost/ Missing Receipt Form and a detailed list of what was purchased will be required with the receipt. Repeated lost or missing receipts may result in a cardholder losing the privilege associated with a Town purchasing card. A detailed receipt should be provided for all purchases.

Receipts should be scanned into the on-line Purchase Card Bank system and attached to their corresponding transaction. Scanning receipts to the system will streamline the accounts payable procedure and make processing transactions simpler for all parties involved.

11.3 Unauthorized Purchases

Certain items should not be purchased by Town employees. Any of the following items listed below have been deemed inappropriate for purchase by Town employees:

1. Personal purchases or for personal identification
2. A single purchase that exceeds the cardholder's single purchase limit
3. Cash advances
4. Gift Cards
5. Alcoholic beverages
6. Purchase of in-room movies during a hotel/ motel stay while on Town business

11.4 Consequences of Improper Use

A cardholder who makes unauthorized purchases or carelessly uses a purchase card will be liable to the Town of Granite Quarry for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The cardholder's employment may also be terminated and will be subject to legal action.

Cardholders are expected to obtain the best prices available on purchases. Purchase of an item above market prices where the vendor gives the employee any form of gift, bonus, or premium whether in the form of cash or merchandise is considered a kickback, is illegal, and can result in disciplinary action up to and including termination of employment and lawful prosecution. Town policy strictly forbids anything in exchange for making a purchase.

For further information regarding the Town's Purchasing Card Policy, review the "Credit Card Purchases" Procedure found attached hereto.

XII. FRINGE BENEFITS

Any item purchased for an employee must be a valid business expense and not considered wages to the individual. Clothing, non-monetary awards, meals, travel, and other items may be considered wages depending on circumstances. Awards of cash or cash equivalents are always considered wages regardless of the amount awarded. All awards and purchases considered wages to an employee must be processed through payroll and will be subject to all applicable taxes. Please contact the Finance Department with any questions.

Any award of cash or cash equivalents must be pre-approved by the Town Manager.

XIII. EXHIBITS

Exhibit A. Items Not Requiring a Purchase Order

Exhibit B. Vendor Performance Evaluation

Exhibit C. Purchase Order/ Quote Form

Exhibit D. Sale of Town Property Authorization

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EXHIBIT A

Items Not Requiring a Purchase Order

1. Advertising: legal ads, radio announcements, etc.
2. Specified chemicals
3. Dues
4. Claim payments (Citizens filing for damages/ reimbursement)
5. Insurance
6. Medical examinations
7. Medical supplies (Fire and Rescue)
8. Land purchases & easements
9. Petty cash & replenishing funds
10. Postage
11. Refunds
12. Building rental
13. Tuition or other fees for approved educational purposes
14. Utilities (electricity, water, sewer, cable, internet, natural gas, trash, etc.)
15. Lease purchase payments, debt service payment
16. Approved travel arrangements and accommodations

Town of Granite Quarry

VENDOR PERFORMANCE EVALUATION

EXHIBIT B

Please take a moment to complete this vendor performance evaluation and return it to the Town Finance Department.

Vendor Name: _____

Purchase Order #: _____

Date Promised: ____/____/____

Actual Delivery Date: ____/____/____

Details or Remarks: _____

Check all of the following that apply about the vendor & goods or services purchased:

- ___ Suggests Cost-Saving Possibilities
- ___ Competitive Pricing:
- ___ Knowledge of Products and Industry
- ___ Prompt & Accurate Technical Assistance
- ___ Advises of any Potential Trouble
- ___ Replaces Rejected Items in a Timely Manner
- ___ Courteous & Helpful
- ___ Handles Complaints Promptly
- ___ Expedites and Handles All Courteously
- ___ Delivers on or Before Specified Time

Quality of Item: _____

Delivery: _____

Service: _____

Comments: _____

PURCHASE ORDER QUANTITIES ARE OVER OR SHORT: _____

Overall Rating: Please rate the vendor for this purchase on a scale of 1-10 with (1) indicating unacceptable performance and (10) indicating extreme satisfaction with the vendor.

OVERALL RATING: _____

Town of Granite Quarry

PURCHASE ORDER/QUOTE FORM

EXHIBIT C



| | |
|----------------|-------------|
| Employee Name: | Department: |
|----------------|-------------|

| | | |
|-----------------------|--------------------------|--|
| DATE QUOTES OBTAINED: | DATE GOODS ARE REQUIRED: | <input type="checkbox"/> DEPT WILL PICK UP <input type="checkbox"/> EMERGENCY ORDER |
|-----------------------|--------------------------|--|

| | VENDOR 1 NAME | VENDOR 2 NAME: | VENDOR 3 NAME: |
|--------------|---------------|----------------|----------------|
| VENDOR #: | | | |
| CONTACT: | | | |
| PHONE #: | | | |
| TOTAL QUOTE: | | | |

| ACCOUNT # | QTY | ITEM DESCRIPTION | UNIT | TOTAL |
|-----------|-----|------------------|------|-------|
| | | | | |
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REASON(S) QUOTES NOT OBTAINED /EXPLANATION OF SOLE SOURCE OR EMERGENCY:

Town of Granite Quarry
**SALE OF TOWN
 PROPERTY
 AUTHORIZATION**



EXHIBIT D

The Department Head is required to obtain authorization from the Town Manager **prior** to the sale or disposal of any Town Property, regardless of value. Include any additional relevant information necessary. Please attach a photo of the item sold if available.

Complete the table below prior to the disposal of property:

| | | | |
|--------------------|--|--|--|
| PROPERTY SOLD | | SALE PROCEEDS ESTIMATE | |
| PROPERTY CONDITION | | DEPT/BUDGET WHICH MADE THE ORIGINAL PURCHASE | |
| YEAR | | TOWN I.D. # | |
| MILEAGE | | VIN / SERIAL # | |
| MAKE | | LICENSE PLATE# | |
| MODEL | | | |

Other description, notes:

Department Head Signature: _____ Date: ____/____/____

Town Manager Signature: _____ Date: ____/____/____

Complete the table below after the disposal of property:

| | | | |
|---|----|---|--|
| NAME OF INDIVIDUAL OR BUSINESS THAT PROPERTY WAS SOLD TO: | | DATE PAYMENT RECEIVED BY TOWN: | |
| SALE PROCEEDS ACTUAL | \$ | SIGNATURE OF TOWN EMPLOYEE RECEIVING PAYMENT: | |

This completed/ signed and authorized form must be submitted to the Finance Department along with the proceeds of any sale of property. If an item is scrapped or disposed of with no proceeds this completed/ signed and authorized form must be submitted to the Finance Department within 5 days of the disposition of property.



Town of Granite Quarry Fire Department

Established May 15, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596



To: Manager Conrad

Ref: Board Approval to donate out of date equipment

Date: August 20, 2018

The Fire Department is seeking approval from the Board in September's meeting to donate Turnout Gear and Hose that has *expired in its service life under National Standards*. We have recently been made aware that there is a Non-profit organization that takes Donations of this type equipment and repurposes it to third world countries that have little or nothing in their respective fire service. The organization's name is Firefighters Faith Ministry and their website is: <http://firemansfaith.com/>

These are items that have been collected over many years and it is time to find a new home for them. This option gives continued purpose to what otherwise is of no use to our department.

We are asking approval to donate:

- 42 turnout pants
- 33 turnout coats
- 14 sections of 5 inch hose
- 8 sections of 1-3/4 inch hose
- 2 sections of 2-1/2 inch hose

Thank you in advance, and please call if you have any questions.

Dale Brown

Fire Chief

Town of Granite Quarry

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

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

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

1. TERM OF AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

4. FIRM'S COMPENSATION.

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

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

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

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

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



North Carolina Association of REALTORS®, Inc.

Individual agent initials Seller initials

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



STANDARD FORM 103
Revised 7/2018
© 7/2018

316 S Main Street

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

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

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

(iii) Seller's breach of this Agreement.

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

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

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

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

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

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

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

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

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

7. **MARKETING:**

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

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

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

(b) **Marketing Authorization.**

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

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

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

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

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

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

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

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

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

9. **SELLER REPRESENTATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **SELLER'S DUTIES.** Seller agrees to cooperate with Firm in the marketing and sale of the Property, including but not limited to:

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

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

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

(1) restrictive covenants affecting the Property;

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

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

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

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

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

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

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

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

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

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

12. ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions shall also be a part of this Agreement: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **WIRE FRAUD WARNING.**

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

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

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

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

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

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

Seller: Town of Granite Quarry _____
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

Seller: _____
Print Name Signature Date

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

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

By: _____ Date: _____

Name: _____ Title: _____

Contact Information: _____
Home Work Cell Email

Mailing Address: _____

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

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

Office Address: 430 Skysail Rd, Salisbury, NC 28146

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



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

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

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

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

Owner Signature: _____ Town of Granite Quarry Date _____

Owner Signature: _____ Date _____

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

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

Norman Grey Ribelin, PLS
L-2674
Ribelin Land Surveying, Inc.
C-1693

333 Surveyors Drive
Salisbury, NC 28146
704-633-2995
ribelin@bellsouth.net

Project Name _____ 2018-1589 Granite Quarry, Rowan Street and S. Main St. _____

Project Address _____ 316 S. Main St., Granite Quarry, NC 28072 _____

Owner _____ Town of Granite Quarry _____

Owner's Address _____ P. O. Box 351, Granite Quarry, NC 28072 _____

Client's Telephone _____ 704-279-5596 _____

Date: _____ 09/24/2018 _____

What I will do:

1. _____ Find selective corners next to 306 S. Main St., being D. B. 1245, page 451. _____

2. _____ 2.5 hours of time _____

3. _____

4. _____

5. Contract pricing valid if signed within one week of date above.

Payment Requirements:

1. YES__ 30% down payment non-refundable prior to initiating project. _____

2. YES__ Final Payment due prior to receipt of final mapping. _____

3. YES__ Collection costs and legal fees of past due accounts to be borne by Client/client. _____

4. Yes Standard rate of\$130/hour Field ...Consultation Services.....\$130/hour

Out of Town Travel \$150 per diem and travel costs.

Additional services available upon written request:

Additional services available upon written request:

1. _____

2. _____

3. _____

4. _____

Land Surveyor shall indemnify and hold harmless the Owner for and against all claims, damages, losses and expenses, arising out of or resulting from the performance of the services noted above, but only to the extent of the legal liability of the Land Surveyor.

Mutually agreed on this _____ 24th _____ day of _____ September _____ 2018

By Client: _____

North Carolina Department of Transportation
Preliminary Estimate

Preliminary

County: Rowan

Route US HWY 52 - Granite Quarry

| |
|---------------------|
| CONSTR. COST |
| \$35,856 |

Prepared By: Town staff
Requested By: Town Board

Date 9/25/2018
Date

| Line Item | Description | Quantity | Unit | Price | Amount |
|-----------|---|----------|------|-------------|--------------|
| | Roadway | | | | |
| 1 | Mobilization | 1 | LS | \$ 1,000.00 | \$ 1,000.00 |
| 2 | Traffic Control | 3 | LS | \$ 1,000.00 | \$ 3,000.00 |
| 16 | 2'-6" Conc. Curb & Gutter (High/Early) | 0 | LF | \$ 100.00 | \$ - |
| 4 | 4" Conc. Sidewalk (5' wide) | 234 | SY | \$ 100.00 | \$ 23,388.89 |
| 5 | 6" Concrete Driveway | 37 | SY | \$ 200.00 | \$ 7,466.67 |
| 6 | Concrete Curb Ramps | 0 | EA | \$ 2,500.00 | \$ - |
| 7 | Incident Stone | 10 | PT | \$ 100.00 | \$ 1,000.00 |
| 8 | Asphalt for Pavement Repair | 0 | PT | \$ 500.00 | \$ - |
| 9 | Grading | 0 | LS | \$ 2,000.00 | \$ - |
| 10 | Erosion Control | 0 | LS | \$ 1,300.00 | \$ - |
| 11 | Remove/Dispose Exs. Curb & Gutter | 0 | LF | \$ 50.00 | \$ - |
| 12 | Remove/Dispose Exs. Sidewalk | 0 | SY | \$ 35.00 | \$ - |
| 13 | Masonry Drn Structure (Traffic Bearing) | 0 | EA | \$ 1,500.00 | \$ - |
| 14 | Frame/Grate & Hood | 0 | EA | \$ 500.00 | \$ - |
| 15 | Remove/Dispose Masonry rn Structure | 0 | EA | \$ 275.00 | \$ - |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | |
|---------------------------------|---------------------|
| Contract Cost | \$ 35,855.56 |
| <u>Eng & Insp 15%</u> | |
| Construction Cost | <u>\$ 35,855.56</u> |

Maintenance Surplus Items

September 2018

- 2 John Deere 770 tires (sold tractor earlier this year)
- John Deere sickle bar (ordered replacement from John Deere)

Maintenance requests to sell these items on Gov Deals and will ask the board to put the sold funds into maintenance small tool fund 01-4190-51 at a later date.

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



Mr. Dale Brown
Granite Quarry Fire Department
PO Box 351
Granite Quarry, North Carolina 28072-9999

Re: Award No.EMW-2017-FO-05441

Dear Mr. Brown:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of \$142,334.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,116.00 of non-Federal funds, or 5 percent of the Federal contribution of \$142,334.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form

electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink that reads "Thomas DiNanno". The signature is written in a cursive style with a large, prominent "T" and "D".

Thomas George DiNanno
GPD Assistant Administrator

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FO-05441
GRANTEE: Granite Quarry Fire Department
DUNS NUMBER: 957279482
AMOUNT: \$149,450.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

28-AUG-18 to 27-AUG-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

| | |
|------------------|--------------|
| Personnel: | \$0.00 |
| Fringe Benefits | \$0.00 |
| Travel | \$0.00 |
| Equipment | \$149,450.00 |
| Supplies | \$0.00 |
| Contractual | \$0.00 |
| Construction | \$0.00 |
| Other | \$0.00 |
| Indirect Charges | \$0.00 |
| State Taxes | \$0.00 |
| Total | \$149,450.00 |

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Marie Rogers at Marie.Rogers@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Granite Quarry Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2017-FO-05441

AMENDMENT NUMBER:

TABLE OF CONTENTS

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Article I. **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article II. **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

Article IV. **Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101- 12213](#)).

Article VIII. **Animal Welfare Act of 1966**

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article IX. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article X. Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XI. Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201.](#))

Article XII. Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred,

suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 8101 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVIII. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XIX. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX. **Environmental Planning and Historic Preservation Screening**

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: <https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXI. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of [31 U.S.C. § 3729- 3733](#) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Article XXII. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A- 129](#).)

Article XXIII. **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIV. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XXV. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

Article XXVI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII. **Lobbying Prohibitions**

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXVIII. **National Environmental Policy Act**

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX. **Nondiscrimination in Matters Pertaining to Faith- Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX. **Non-supplanting Requirement**

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI. **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXXIII. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIV. **Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV. **Protection of Human Subjects**

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXXVI. **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973](#), [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVII. **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and

Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIX. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL. Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XLII. Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions.

Article XLIII. USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175-175c](#).

Article XLIV. Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

| | | | | |
|--|---|--|---|---------------------------------|
| 1a. AGREEMENT NO. EMW-2017-FO-05441 | 2. AMENDMENT NO. 0 | 3. RECIPIENT NO. 56-0814166 | 4. TYPE OF ACTION AWARD | 5. CONTROL NO. WX02682N2018T |
| 6. RECIPIENT NAME AND ADDRESS Granite Quarry Fire Department 143 N. Salisbury St Granite Quarry North Carolina, 28072-9999 | 7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega | 8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472 | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Dale Brown | PHONE NO. 7042795597 | 10. NAME OF PROJECT COORDINATOR Catherine Patterson | | PHONE NO. 1-866-274-0960 |
| 11. EFFECTIVE DATE OF THIS ACTION 28-AUG-18 | 12. METHOD OF PAYMENT SF-270 | 13. ASSISTANCE ARRANGEMENT Cost Sharing | 14. PERFORMANCE PERIOD From:28-AUG-18 To:27-AUG-19 | |

Budget Period
From:30-APR-18 To:30-SEP-18

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|----------------------|----------|--|-------------------|--|---------------------|-----------------------------------|
| AFG | 97.044 | 2018-F7-C111-P4310000-4101-D | \$0.00 | \$142,334.00 | \$142,334.00 | \$7,116.00 |
| TOTALS | | | \$0.00 | \$142,334.00 | \$142,334.00 | \$7,116.00 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

[Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.](#)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
27-AUG-18

[Go Back](#)

JMCM Consulting
PO Box 252
Five Points, AL 36855

Invoice

| | |
|-------------|------------------|
| Date | Invoice # |
| 9/3/2018 | I51617 |

| |
|---|
| Bill To |
| GraniteQuarryFireDepartment PO Box 351 Granite Quarry, NC 28072 |

Please make check payable to:
 JMCM Consulting

| | |
|--------------|-----------------|
| Terms | Due Date |
| Net 30 | 10/3/2018 |

| Item | Description | Amount |
|-----------------------|-------------------------------------|----------|
| Professional Services | 2017 EMW-2017-FO-05441 | 6,778.00 |
| | \$149,450 - Total Project Amount | |
| | \$142,333 - FEMA Portion | |
| | \$7,117 - Department Match | |
| | \$6,778 - Total Fee Payable to JMCM | |

Total

Terms are Net 30.
 A late payment fee of \$25 will be added after each 30 days until payment is made.

Phone #
 334-864-0094

E-mail
 jmcmaaccounting@jmcmconsulting.com

EIN:
 27-3743883

JMCM Consulting
PO Box 252
Five Points, AL 36855

Invoice

| | |
|-------------|------------------|
| Date | Invoice # |
| 9/3/2018 | I51617 |

| |
|---|
| Bill To |
| GraniteQuarryFireDepartment PO Box 351 Granite Quarry, NC 28072 |

Please make check payable to:
 JMCM Consulting

| | |
|--------------|-----------------|
| Terms | Due Date |
| Net 30 | 10/3/2018 |

| Item | Description | Amount |
|------|-------------------------------------|--------|
| | Period Performance: 8/28/18-8/27/19 | |

| | |
|--------------|-------------------|
| Total | \$6,778.00 |
|--------------|-------------------|

Thank you for your business. We appreciate it very much.

Terms are Net 30.
 A late payment fee of \$25 will be added after each 30 days until payment is made.

| |
|----------------|
| Phone # |
| 334-864-0094 |

| |
|-----------------------------------|
| E-mail |
| jmcmaccounting@jmcmconsulting.com |

| |
|-------------|
| EIN: |
| 27-3743883 |



**FISCAL YEAR 2018-2019
BUDGET AMENDMENT REQUEST #1**

October 1, 2018

PURPOSE: To transfer funds from Board Contingency (01-4110-97) to Fire Department Contracted Services (01-4340-60) in the amount of \$6,778.00 for Grant Writing Services provided to the Granite Quarry Fire Department for the AFG Grant.

TRANSFER FUNDS FROM:

| General Ledger Acct. # and Description | Amount |
|--|----------------|
| 01-4110-97 Board Contingency | \$6,778 |
| TOTAL | \$6,778 |

ADD FUNDS TO:

| General Ledger Acct. # and Description | Amount |
|--|----------------|
| 01-4340-60 Contracted Services | \$6,778 |
| TOTAL | \$6,778 |

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

William D. Feather, Mayor

Shelly Shockley, Finance Officer



**FISCAL YEAR 2018-2019
BUDGET AMENDMENT REQUEST #2**

October 1, 2018

PURPOSE: To transfer funds from Fund Balance Appropriated (01-3991-99) to Maintenance Department Capital Outlet Equipment (01-4190-55) in the amount of \$11,847 to purchase John Deere Sickle Bar Mower and Swing Boom Cutter Flail Mower.

TRANSFER FUNDS FROM:

| General Ledger Acct. # and Description | Amount |
|--|-----------------|
| 01-3991-99 Fund Balance Appropriated | \$11,847 |
| TOTAL | \$11,847 |

ADD FUNDS TO:

| General Ledger Acct. # and Description | Amount |
|---|-----------------|
| 01-4190-55 Maintenance Capital Outlay Equipment | \$11,847 |
| TOTAL | \$11,847 |

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

William D. Feather, Mayor

Shelly Shockley, Finance Officer

Office of the Mayor:



Proclamation

WHEREAS, while breast cancer touches the lives of Americans from every background in every community, while considerable progress has been made in the fight against breast cancer; and

WHEREAS, each year it is estimated that more than 220,000 women in the United States will be diagnosed; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we as a community support breast cancer research and to educate all citizens about detection, risk factors and treatment; and

WHEREAS, we as a community support those courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families who are a source of love and encouragement; and applaud the efforts of our medical professionals working hard to find a cure.

NOW, THEREFORE, I, William D. Feather, by virtue of the authority vested in me as Mayor of the Town of Granite Quarry, North Carolina, do hereby proclaim October 2018 as

“BREAST CANCER AWARENESS MONTH”

in the Town of Granite Quarry, North Carolina and encourage citizens to participate in activities that will increase awareness of what Americans can do to prevent breast cancer, and to wear pink ribbons in honor of those who have lost their lives to breast cancer and those who are now bravely fighting this disease.

Proclaimed this the 1st day of October 2018.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC

Proclamation

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

WHEREAS, domestic violence is widespread and affects over one million American each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children grow up in violent homes are believed to be abused and neglected at a higher rate than the national average; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about prevention of domestic violence and to show support for Family Crisis Council of Rowan, Inc., and other local organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW, THEREFORE, I, William D. Feather, by virtue of the authority vested in me as Mayor of the Town of Granite Quarry, North Carolina, do hereby proclaim October 2018 as

“Domestic Violence Awareness Month”

in the Town of Granite Quarry, North Carolina and joins in with others across the state of North Carolina and the Nation in supporting victims of domestic violence and share the worthy goals of this month-long observance, and likewise support the work of public and private entities that strive to provide the best coordinated responses to domestic violence, sending a clear message that domestic violence is not tolerated in Granite Quarry.

Proclaimed this the 1st day of October 2018.

William D. Feather, Mayor

ATTEST:

Tanya Maria Word, Town Clerk, CMC

Office of the Mayor:

Proclamation

Whereas: Alcohol and drug abuse in America has reached epidemic stages; and

Whereas: It is imperative that community members engage in prevention-education efforts to eliminate the demand for addictive drugs; and

Whereas: The National Red Ribbon Campaign, offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

Whereas: The National Red Ribbon Campaign is celebrated in communities across the nation during Red Ribbon Week, October 23 – 31; and

Whereas: Red Ribbon Week was established by the United States Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts, and the Young Marines organization believes that one person can make a difference through their commitment to its motto *Our Mission is Possible to Live in a Drug Free Community* and to *Impacting America's future – one Young Marine at a time.*

Therefore: **I, William D. Feather**, by virtue of the authority vested in me as Mayor of the Town of Granite Quarry, do hereby proclaim October 23 – 31, 2018 as

“RED RIBBON WEEK”

in the Town of Granite Quarry, North Carolina, and encourage citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but throughout the year, demonstrating that our citizens are strongly committed to a drug-free town.

Proclaimed this the 1st day of October, 2018.

William D. Feather, Mayor

ATTEST: