



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

Call to Order **Mayor Feather**

Determination of Quorum

Moment of Silence

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Consent Agenda

A. Approval of the Minutes

1) Regular Meeting Minutes September 13, 2021

B. Departmental Reports (*Reports in Board packet*)

C. Financial Reports (*Reports in Board packet*)

D. 2022 Board of Aldermen Meeting Schedule and Town Hall Holiday Closing Schedule

3. Citizen Comments

(All comments are limited to 6 minutes. No sharing of minutes with other citizens.)

4. Guests and Presentations

5. Town Events

- **Granite Fest - Saturday, October 16, 2021 3:00p.m. at Granite Civic Park**

6. Town Manager Update (*Report in Board packet*)

Old Business

7. Discussion

Bike Park Lease Agreement

ACTION REQUESTED: Discussion and any subsequent Board direction.

New Business

8. Public Hearing

UDO Text Amendment Residential Fence Standards

Statement of Consistency and Reasonableness:

In voting to adopt the proposed text amendment to the Unified Development Ordinance, the Granite Quarry Board of Aldermen does find this decision to be in the best interest of the public and to be consistent in general with policies stated in the Town’s Comprehensive Plan.

ACTION REQUESTED: Motion to adopt Ordinance 2021-17 to amend the text of the Unified Development Ordinance for residential fence standards and approving the statement of consistency and reasonableness as written.

9. Public Hearing

UDO and Code of Ordinance Text Amendment Driveway Standards

Statement of Consistency and Reasonableness:

In voting to adopt the proposed text amendment to the Unified Development Ordinance, the Granite Quarry Board of Aldermen does find this decision to be in the best interest of the public and to be consistent in general with policies stated in the Town’s Comprehensive Plan.

ACTION REQUESTED: Motion to adopt Ordinance 2021-18 to amend the text of the Unified Development Ordinance and Code of Ordinances for driveway standards and approving the statement of consistency and reasonableness as written.

10. Board Comments

11. Mayor’s Notes

Announcements and Date Reminders

A.	Wednesday	October 13	5:00 p.m.	Centralina Board of Delegates Meeting
B.	Thursday	October 14	6:00 p.m.	Community Appearance Commission
C.	Saturday	October 16	3:00 p.m.	Granite Fest
D.	Monday	October 18	5:00 p.m.	Parks, Events, and Recreation Committee
E.	Monday	October 18	5:30 p.m.	Zoning Board of Adjustment
F.	Tuesday	October 19	3:30 p.m.	Revitalization Team
G.	Thursday	October 21	7:30 a.m.	Rowan Chamber Power in Partnership
H.	Wednesday	October 27	5:30 p.m.	Cabarrus-Rowan County MPO TAC
I.	Monday	November 1	6:00 p.m.	Planning Board
J.	Tuesday	November 2		Election Day

Adjourn

Agenda Item Summary

Regular Meeting

October 11, 2021

Agenda Item 1

Summary:

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

Action Requested:

Motion to adopt the October 11, 2021 Board of Aldermen Meeting Agenda (as presented / as amended).

Approval of Agenda

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Bill Feather

- For
- Against

Agenda Item Summary

Regular Meeting
October 11, 2021
Agenda Item 2

Summary:

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

A. Approval of the Minutes

- 1) Regular Meeting Minutes September 13, 2021

B. Departmental Reports *(Reports in Board packet)*

C. Financial Reports *(Reports in Board packet)*

D. 2022 Board of Aldermen Meeting Schedule and Town Hall Holiday Schedule

Action Requested:

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

Approval of Consent Agenda

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Bill Feather

- For
- Against



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, September 13, 2021
7:00 p.m.**

Present: Mayor Bill Feather, Mayor Pro Tem John Linker, Alderman Jim Costantino, Alderman Kim Cress, Alderman Doug Shelton

Staff: Town Manager Larry Smith, Town Clerk Aubrey Smith, Town Attorney Chip Short, Finance Officer Shelly Shockley, Fire Chief/ Public Works Director Jason Hord, Police Chief Mark Cook, Town Planner Steve Blount

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

Determination of Quorum: Mayor Feather determined there was a quorum present.

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

Pledge of Allegiance: The Pledge of Allegiance was led by Preston Stephens of Troop 379.

1. Approval of the Agenda

ACTION: Mayor Pro Tem Linker made a motion to approve the agenda with the addition of “ACTION” to item 4A. Alderman Shelton seconded the motion. The motion passed 4-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

1) Regular Meeting Minutes August 9, 2021

B. Departmental Reports

C. Financial Reports

D. Appointment of McKenzie Eller to Community Appearance Commission

E. Appointment of Charisse Peeler to Parks, Events, and Recreation Committee

ACTION: Alderman Costantino made a motion to approve the consent agenda. Alderman Shelton seconded the motion. The motion passed 4-0.

3. Citizen Comments

- **Darrell Worley**, 713 Foil Street – spoke against a “no solicitation” sign in Garland Place.

4. Guests and Presentations

A. Presentation

Teresa Cress, 717 Weldon Lane - presented a petition from Garland Place requesting a “No Solicitation” sign.

B. Board Discussion / Action

Mayor Feather asked Planner Blount to update the Board regarding sign regulations and whether the existing “No Solicitation” sign in Timber Run fit the guidelines. Planner Blount stated that in all likelihood, without seeing it, the sign was in violation. Mayor Feather questioned whether the proposed sign could be regulated. Planner Blount responded that if the sign was on public property, it could.

Attorney Short stated the issue was how the rest of the town would be treated. He commented there were two major decisions to be made: one, did the Board want to go there in the first place and two, how would the Board enforce it? He stated use of “Slow Children at Play” signs had been discouraged before because it was viewed as the Town taking on the liability to enforce the signs. He suggested letting the ordinance be rewritten and then deciding about enforcement.

Alderman Cress stated the desire for the sign began as a security measure. The petition was taken around to homes in the subdivision during the pandemic on a town-maintained road. He stated if it could be done in Timber Run it could be done in any neighborhood. Alderman Shelton stated his issue was putting up a sign gave the illusion that the town would enforce it.

ACTION: Alderman Costantino made a motion to send the issue back to staff. Alderman Shelton seconded the motion. The motion failed with Alderman Shelton and Alderman Costantino in favor and Alderman Cress, Mayor Pro Tem Linker, and Mayor Feather opposed.

ACTION: Alderman Shelton made a motion to allow the sign in this particular instance and have the Planner amend the sign ordinance to address the issue in the future. Alderman Cress seconded the motion. The motion passed 4-0.

5. Town Manager’s Update

Manager Smith invited Chief Hord forward to introduce the newest Fire Lieutenant, Chad Moss. Lieutenant Moss is full-time on the “C” shift.

Manager Smith reviewed highlights from items on his report in the agenda packet including COVID-19 measures, onsite audit completion, and staff time on follow-ups. The Wall Street sink hole was treated as a budgeted item knowing that the Capital Streets Improvement was coming up for bid to create fiscal responsibility and not inflate the budget. The Lake Park wrap-up is going well; the tentative opening date is Wednesday, September 15th.

Old Business

None

New Business

6. Public Hearing

UDO Text Amendment Subdivision Exceptions

Planner Blount reviewed his memo on the proposed text amendment that was included in the agenda packet.

Opened: Mayor Feather opened the public hearing at 7:52 p.m.

Comments of those in favor: None

Comments of those opposed: None

Closed: Mayor Feather closed the public hearing at 7:53 p.m.

Statement of Consistency and Reasonableness:

In voting to adopt the proposed text amendment to the Unified Development Ordinance, the Granite Quarry Board of Aldermen does find this decision to be in the best interest of the public and to be consistent in general with policies stated in the Town's Comprehensive Plan.

ACTION: Mayor Pro Tem Linker made a motion to adopt Ordinance 2021-14 to amend the text of the Unified Development Ordinance by adding language for subdivision exceptions and approving the statement of consistency and reasonableness as written. Alderman Costantino seconded the motion. The motion passed 4-0.

7. Public Hearing UDO Text Amendment Historic District Overlay

Planner Blount reviewed his memo on the proposed text amendment that was included in the agenda packet.

Opened: Mayor Feather opened the public hearing at 7:55 p.m.

Comments of those in favor: None

Comments of those opposed: None

Closed: Mayor Feather closed the public hearing at 7:56 p.m.

Statement of Consistency and Reasonableness:

In voting to adopt the proposed text amendment to the Unified Development Ordinance, the Granite Quarry Board of Aldermen does find this decision to be in the best interest of the public and to be consistent in general with policies stated in the Town's Comprehensive Plan.

ACTION: Mayor Pro Tem Linker made a motion to adopt Ordinance 2021-15 to amend the text of the Unified Development Ordinance by removing historic district overlay language, amending the zoning map, and approving the statement of consistency and reasonableness as written. Alderman Costantino seconded the motion. The motion passed 4-0.

8. Public Hearing Code of Ordinances Text Amendment Burial Sites

Planner Blount reviewed his memo on the proposed text amendment that was included in the agenda packet.

Opened: Mayor Feather opened the public hearing at 7:58 p.m.

Comments of those in favor: None

Comments of those opposed: None

Closed: Mayor Feather closed the public hearing at 7:59 p.m.

Statement of Consistency and Reasonableness:

In voting to adopt the proposed text amendment to the Unified Development Ordinance, the Granite Quarry Board of Aldermen does find this decision to be in the best interest of the public and to be consistent in general with policies stated in the Town's Comprehensive Plan.

ACTION: Alderman Costantino made a motion to approve (*Ordinance 2021-16 to amend the text of the Code of Ordinances by adding language concerning burials and approving the statement of consistency and reasonableness as written*). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

9. CPO 2016-0104 Waterline Extension Project Closeout

During preparation of financials for the FY21 audit it was discovered that the 2016 Capital Project Ordinance for the Village at Granite waterline extension had never been closed. Staff was able to pull all the pieces together to properly account for the record with the auditor.

ACTION: Mayor Pro Tem Linker made a motion to adopt the Capital Project Ordinance 2016-0104 closeout ordinance as presented, closing out the 2016 Village at Granite waterline extension project. Alderman Cress seconded the motion. The motion passed 4-0.

10. Discussion / Direction Census

Staff requested Board discussion/direction about board members, a delegation of board members, or a board representative contacting legislators on the Town's behalf to make them aware of the unique set of circumstances surrounding Granite Quarry's population estimates and requesting their assistance with correcting Granite Quarry's census population count.

The Board discussed who should be in the delegation to contact legislators to lobby on the town's behalf, and that those delegated should follow up sooner rather than later.

ACTION: Alderman Costantino made a motion (*that the delegation of Mayor Feather and Alderman Shelton contact legislators to lobby on the town's behalf*). Alderman Cress seconded the motion. The motion passed 4-0.

11. Non-Profit Funding Request FD Auxiliary

The Auxiliary has secured a \$300 grant with Harbor Freight for FD engine tools. It will match that grant with \$300 of its own and asked the Board to match \$300 as well. The Board discussed the nonprofit funding policy and what the appropriate line item would be to fund the request.

ACTION: Mayor Pro Tem Linker made a motion to appropriate \$250 out of the Board contingency line item. Alderman Cress seconded the motion. The motion passed 4-0.

12. Budget Amendment FY 21-22 #3 Granite Fest

PERC acknowledged the Board's desire for the return of Granite Fest and thus recognized sponsorships and vendor registrations to aid in the offset of costs. Budget Amendment #3 will allow for an increase in the Committees – PERC budget by \$3,000 for Granite Fest 2021, and a "not to exceed" amount of \$2,000 for remaining events in FY 21-22 on an as needed basis.

ACTION: Alderman Cress made a motion to approve (*Budget Amendment FY21-22 #3 to increase Parks Miscellaneous and Parks – Committees – PERC in an amount not to exceed \$5,000 for Granite Fest 2021 and remaining events in FY 21-22*). Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

13. Proclamations

- | | |
|---|------------------------------|
| A. Constitution Week | September 17-23, 2021 |
| B. Fire Prevention Week | October 3-9, 2021 |
| C. Breast Cancer Awareness Month | October |

Mayor Feather acknowledged the proclamations for Constitution Week, Fire Prevention Week, and Breast Cancer Awareness Month.

14. Discussion

Committee Membership Appointment Policy

Mayor Feather stated he asked discussion of the Committee Membership Appointment Policy be added to the agenda because he had received phone calls that a committee did not do their job by not voting someone up or down.

15. Board Comments - There were no Board comments.

16. Mayor’s Notes

Announcements and Date Reminders

A.	Thursday	September 16	7:30 a.m.	Rowan Chamber Power in Partnership Zoom
B.	Saturday	September 18	6:00 p.m.	Faith FD Oyster Roast & Fish Fry
C.	Monday	September 20	5:00 p.m.	Parks, Events, and Recreation Committee
D.	Monday	September 20	5:30 p.m.	Zoning Board of Adjustment
E.	Tuesday	September 21	3:30 p.m.	Revitalization Team
F.	Wednesday	September 22	5:30 p.m.	Cabarrus-Rowan County MPO TAC (Virtual)
G.	Tuesday	October 4	6:00 p.m.	Planning Board
H.	Friday	October 8		FD Aux. Port-a-Pit
I.	Saturday	October 9		FD Open House
J.	Saturday	October 9		Civitan Fiddlers’ Convention

17. Closed Session

Civitan Agreement

ACTION: Mayor Pro Tem Linker made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. Alderman Costantino seconded the motion. The motion passed 4-0.

ACTION: Mayor Pro Tem Linker made a motion to return to open session. Alderman Costantino seconded the motion. The motion passed 4-0.

Mayor Feather stated that in closed session the Board discussed the Civitan Agreement, budgeting and financing.

ACTION: Alderman Shelton made a motion to continue the rate of \$1,200 a year for the rest of this fiscal year and then pay out any remaining balance next fiscal year unless a different agreement is reached before July 1, 2022. Mayor Pro Tem Linker seconded the motion. The motion passed 4-0.

Mayor Feather stated that the Board wanted the Civitan Club to stay in the building and thought this was the fairest way to do that.

Adjourn

ACTION: Alderman Costantino made a motion to adjourn. Alderman Shelton seconded the motion. The meeting ended at 9:02 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



September Work 2021 Public Works Report

- Normal Maintenance Duties Daily- (parks, cleaning, mowing, edging, service on equipment, limbs & sweeping)
- PM check on generator
- Sanitized town hall, playgrounds at parks, and restrooms
- Nature trail maintenance weekly
- Lake project in progress, 100% complete
- Pier's stained at Lake Park
- Monthly FEMA construction meeting
- Dead trees removed from Civic Park
- Painted bleachers, tables, and rails at Civic Park
- Changed timer to digital on softball field lights
- Yearly PM on leaf vac completed and operational
- Dump truck new front calipers and master cylinder

2007 Ford Truck	Mileage – 61,457	+254 miles
1995 Ford Dump Truck	Mileage – 40,704	+7 miles
2009 Ford Truck	Mileage – 84,309	+915 miles
2019 Ford Truck F350	Mileage – 11,535	+466 miles



Town of Granite Quarry Fire Department

Established May 15th, 1950

PO Box 351

www.granitequarrync.gov

Granite Quarry, NC

704/279-5596

Board Report October/2021 Chief Hord



Emergency Calls for Service September 2021

46 calls in district

- 31 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 6 - MVA
- 4 - Fire Alarms
- 4 - Service assignment
- 1 - Gas Leak

11 calls to Salisbury

- 5 - Alarm/Structure, EMS calls canceled en-route
- 4 - Structure fires - Manpower
- 2 - EMS

7 calls to Rockwell Rural

- 1 - Structure fire - Manpower
- 4 - Alarm/Structure, EMS calls canceled en-route
- 1 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)
- 1 - MVA

6 calls to Union

- 4 - Alarm/Structure, EMS calls canceled en-route
- 1 - EMS
- 1 - Structure fire - Manpower

4 calls to South Salisbury

- 2 - Structure fires - Manpower
- 1 - Alarm/Structure, EMS calls canceled en-route
- 1 - MVA

1 call to Rockwell City

- 1 - EMS (including strokes, falls, diabetic, CPR and other Medical needs)

TOTAL – 75

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.
- Rigorous cleaning/decontamination, due to suggested COVID response multiple times daily.
- Monthly training included E.M.T continuing education and Joint Training with Faith F.D.
- Multiple days of ladder training, water point training, hose evolutions, extrication tool familiarization, and district familiarization. Weekly shift training/ officer's choice.
- Car Seat Check Station on Thursday from 1 p.m.to 4 p.m. – 4 seats installed/checked.
- New turn out helmets, boots and hoods inventoried.



Planning Department Monthly Report September 2021

ZONING PERMITS (5 other)

Date	Address	Permit	Purpose
9/7/2021	214 Sycamore St	Residential	zoning permit for storage bldg and concrete deck
9/9/2021	Rowan and Main	Residential	revised site plan plat
9/15/2021	310 Hill St	Commercial	zoning permit for antenna addition to existing tower
9/20/2021	127 S Salisbury Ave	Commercial	sign permit
9/20/2021	N Main St	Commercial	reviewed dot driveway permit

Code Violations (1 new violation cited, 1 resolved)

Date	Address	Issue
9/22/2021	617 Pine Hill Dr	code violation, limbs down in yard

Planning and Zoning Enquiries

Date	Type	Issue
9/1/2021	Residential	review census count data and develop presentation
9/10/2021	Residential	reviewed sidewalk problem and approved alternate
9/13/2021	Commercial	reviewed easement plat and reported discrepancies
9/13/2021	Residential	public workshop for bike/ped plan
9/15/2021	Residential	met with property owner on townhome development
9/20/2021	Residential	information on rezoning process
9/21/2021	Residential	attended webinar on census count challenge process
9/23/2021	Residential	discussed possible subdiv / recomb w/ Village at Granite

Miscellaneous

- 9/7/2021 Planning Board meeting – various items
- 9/7/2021 Bike / Ped public input session
- 9/13/2021 Board of Aldermen Meeting – attended / presentation
- 9/20/2021 Zoning Board of Adjustment Meeting – granted variance



Granite Quarry-Faith Joint Police Authority

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



Police Department Report

October 2021

- Call volume report for the month of September 2021:

- Date of Report: 10/04/2021

- Total calls for service/activities – 465
- Calls for service/activities Granite Quarry: 342
- Calls for service/activities Faith: 111
- Incident Reports- 8
- Arrest Reports- 9
- Crash Reports- 10
- Traffic Citations- 13

- See Attached for Total Calls for Service.

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

131 Chevy Impala-	End-	72,569
141 Ford Taurus-	End-	80,605
161 Ford Utility-	End-	66,423
171 Ford Utility -	End-	45,207
172 Ford Utility -	End-	74,507
173 Ford Utility -	End-	37,391
181 Ford F150 -	End-	63,106
191 Dodge Durango -	End-	33,432
201 Ford Utility-	End-	13,282
211 Ford Utility-	End-	4,947
212 Ford Utility-	End-	9,200

- Other Information:

- Average response time for July 2021 CFS is 2.45 minutes.
- Drug Collection Box. July 2021: 29.67 pounds collected.
- July CID Report. 1 Cases assigned; 4 Cases cleared; 11 follow-ups conducted; 82 open assigned cases.
- Officers completed 46 hours of in-service or continuing education training in July.

GQPD**Number of Events by Nature**

CFS Sept 2021

Nature	# Events
104C2 COMMERCIAL BURG (INTRUSI	7
104C3 RESIDENTAL BURG (INTRUSI	3
105C1 ANIMAL-CRUELTY	1
110C1 POSSIBLE B&E RESIDENTIAL	1
110D2 RESIDENTIAL B&E	1
111B1 PAST DAMAGE TO PROPERTY	3
111D1 DAMAGE TO PROPERTY	1
113B2 OTHER NOISE COMPLAINT	2
113B3 NUISANCE COMPLAINT	4
113D1 DISTURBANCE / PHYSICAL	1
113D2 DISTURBANCE / VERBAL	4
114B1 PAST DOMESTIC	1
114C4 VERBAL FAMILY DOMESTIC	1
114D1 PHYSICAL DOMESTIC	2
114D2 VERBAL DOMESTIC	3
115D1 DRIVING UNDER INFLUENCE	1
116D1 DRUGS (USE-POSSESSION)	1
116D2 DRUGS (SALE)	1
116O2 DRUGS - INFORMATION	1
118C1 FRAUD (PHONE/MAIL/ELEC)	1
119B1 PHONE THREAT	1
119C2 THREAT - JUST OCCURED	1
119D2 THREAT	2
121O2 MENTAL COMMITMENT	1
123B2 RUNAWAY	1
123D1 MISSING PERSON (AT RISK)	1
125B1 CHECK WELFARE - ROUTINE	2
125D1 CHECK WELFARE-URGENT	3
127D2 SUICIDE THREAT	2

Nature	# Events
129B2 SUSPICIOUS VEH (PAST)	1
129C1 SUSPICIOUS PERSON	4
129C2 WANTED PERSON	1
129C3 SUSPICIOUS VEHICLE	10
129C5 SUSPICIOUS CIRCUMSTANCE	2
130B1 LARCENY (ALREADY OCC)	1
130B2 VEHICLE LARCENY (PAST)	1
130C1 THEFT JUST OCCURED	2
130D1 LARCENY	3
132A1 ABANDONED VEHICLE	1
132B1 MINOR TRAFFIC VIOLATION	1
132B3 STALLED VEHICLE	1
132C1 SEVERE TRAFFIC VIOLATION	2
132C2 HAZARDOUS ROAD CONDITION	1
132O2 TRAFF COMP - INFORMATION	1
133D1 TRESPASSING	4
135B2 PAST SHOTS FIRED	1
135D1 ARMED SUBJECT	2
23C7 OVERDOSE OR POISON	1
77B1 TRAFFIC ACC - INJURY	1
77B3 TRAFFIC ACC - POSS INJURY	1
77D1 TRAFFIC ACC - INJURY	1
77D4 TRAF ACC - VEH VS PED/BIK	1
911 HANG UP	9
ASSIST EMS	2
ASSIST FIRE DEPT	1
ASSIST MOTORIST	2
BURGLARY ALARM	3
BUSINESS OR HOUSE CHECK	222
COMMUNITY PROGRAM	5
DELIVER MESSAGE	4
ESCORT FUNERAL OR OTHER	2

Nature	# Events
FOLLOWUP	16
GENERAL INFORMATION	8
K9 UTILIZATION	1
LAW CALL	1
MISDIAL	3
PARK CHECK	25
SCHOOL SECURITY CHECK	14
SEARCH WARRANT	1
SUBPOENA SERVICE	7
TRAFFIC CHECK	11
TRAFFIC CONTROL	2
TRAFFIC STOP	30
VEHICLE ACCIDENT PROP DAMAGE	6
WARRANT SERVICE	6
Total	479



Finance Department

Breakdown of Departments:
As of September 30, 2021

Department	Budgeted	Encumbered	YTD	
Revenues:	<u>2,690,289</u>		<u>1,137,373</u>	<u>42%</u>
Total Revenues:	\$ 2,690,289		\$ 1,137,373	42%
Expenses:				
Governing Body	54,422	\$5,500	18,428	44%
Administration	568,053	\$700	127,790	23%
Maintenance	371,377	\$540	115,777	31%
Police Dept.	751,991	\$0	218,652	29%
Fire Department	544,429	\$2,815	136,074	26%
Streets	170,517	\$0	54,297	32%
Sanitation	152,250	\$0	34,773	23%
Parks & Recreation	<u>77,250</u>	<u>\$20,367</u>	<u>18,220</u>	<u>50%</u>
Total Expenses	\$ 2,690,289	\$29,922	\$ 724,012	28%
Expense to Revenue:				64%

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

Revenues:					
Account	Budget	YTD	Variance	%	Notes
01-3100-12 Taxes - Budget Year	989,710	713,558	(276,152)	72%	1
01-3100-17 Tax Penalties & Interest	3,000	631	(2,369)	21%	
01-3101-12 Taxes - Prior Years	6,000	2,208	(3,792)	37%	
01-3102-12 Vehicle Tax	117,034	39,512	(77,522)	34%	
01-3230-31 Local Option Sales Tax	846,600	236,575	(610,025)	28%	
01-3231-31 Solid Waste Disposal Tax	2,370	584	(1,786)	25%	
01-3316-32 Powell Pave & Patch Funds	76,722	38,226	(38,496)	50%	2
01-3322-31 Beer & Wine - State	13,736	-	(13,736)	0%	
01-3324-31 Utilities Franchise Tax	132,854	31,743	(101,111)	24%	
01-3330-84 County First Responders	4,020	1,005	(3,015)	25%	
01-3340-41 Permits	-	-	-	0%	3
01-3413-89 Miscellaneous Revenue	500	1,229	729	246%	4
01-3431-41 Police Authority Revenue_Faith	136,000	34,000	(102,000)	25%	
01-3431-45 Police Report Revenue	100	80	(20)	80%	
01-3431-89 Police Miscellaneous	1,100	473	(627)	43%	
01-3471-51 Environmental Fee Collection	169,632	27,555	(142,077)	16%	
01-3491-41 Subdivision & Zoning Fees	5,500	1,130	(4,370)	21%	
01-3613-41 Parks Miscellaneous	3,050	4,150	1,100	136%	5
01-3713-33 Sal. Water/Sewer Reimbursement	50,000	-	(50,000)	0%	
01-3831-89 Interest on Investments	10,000	1,922	(8,078)	19%	6
01-3834-41 Park Shelter Rentals (Maint)	2,500	1,120	(1,380)	45%	
01-3835-81 Surplus items Sold	1,000	-	(1,000)	0%	
01-3837-31 ABC Net Revenue-Co.	11,500	1,673	(9,827)	15%	
01-3991-99 Fund Balance Appropriated	107,361	-	(107,361)	0%	7
	2,690,289	1,137,373	(1,552,916)	42%	

Notes:

- 1 A majority of Ad Valorem Taxes come in the first few months of the fiscal year
- 2 First of two allocations
- 3 Combined "Permits" and "Subdivision & Zoning Fees" for better tracking/budgeting, original budget \$4,000
- 4 Refund from NC Department of Insurance
- 5 Includes Vendor Registration Fees & Sponsorships for Granite Fest
- 6 See last page for breakdown of Interest on Investments
- 7 Original budget \$57,795.00 + BA #1 (Parks & Rec Master Plan \$17,750.00) & BA #2 (IDF Close-out \$31,815.53)

Governing Body:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4110-02 Mayor/Aldermen Salary	12,828	-	-	12,828	0%	
01-4110-09 FICA Expense	981	-	-	981	0%	
01-4110-14 Insurance - Workers Comp	50	-	41	9	83%	8
01-4110-18 Professional Services	20,000	5,500	5,500	9,000	55%	9
01-4110-26 Office Expense	700	-	-	700	0%	
01-4110-31 Training & Schools	200	-	-	200	0%	
01-4110-40 Dues & Subscriptions	12,600	-	10,863	1,737	86%	10
01-4110-45 Insurance & Bonds	1,700	-	1,674	26	98%	11
01-4110-61 Grants - Nonprofit Grant Program	350	-	350	-	100%	12
01-4110-63 Elections	3,500	-	-	3,500	0%	
01-4110-97 Board Contingency	1,513	-	-	1,513	0%	
	54,422	5,500	18,428	30,494	44%	

Notes:

- 8 Paid once annually at the beginning of the fiscal year
9 50% of Audit paid when Auditors do the field work, \$5,500 (encumbered) will be paid upon completion
10 Includes \$4,135 for NCLM dues and \$5,338 for Rowan EDC dues paid annually
11 Paid once annually at the beginning of the fiscal year
12 Includes \$100 for Fiddler's Convention and \$250 for Granite Quarry Fire Dept Auxiliary donations

Administration:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4120-00 Salaries - Regular	291,151	-	64,544	226,608	22%		
01-4120-02 Salaries - Part-Time	14,040	-	7,485	6,555	53%	13	
01-4120-03 Salaries - Longevity	1,000	-	-	1,000	0%		
01-4120-07 401K Expense	14,558	-	3,217	11,341	22%		
01-4120-09 FICA Expense	23,424	-	5,387	18,037	23%		
01-4120-10 Retirement Expense	33,159	-	7,323	25,836	22%		
01-4120-11 Group Insurance	46,500	-	11,182	35,318	24%		
01-4120-14 Insurance - Workers Comp	750	-	395	355	53%	14	
01-4120-17 Insurance – HRA/Admin Cost	1,200	-	300	900	25%		
01-4120-18 Professional Services	20,000	-	2,102	17,898	11%		
01-4120-22 Banquet Expense	1,700	-	-	1,700	0%		
01-4120-26 Office Expense	10,000	500	447	9,053	9%		
01-4120-29 Supplies & Equipment	200	-	-	200	0%		
01-4120-31 Training & Schools	7,000	200	1,260	5,540	21%		
01-4120-32 Telephone/Communications	3,500	-	558	2,942	16%		
01-4120-33 Utilities	4,800	-	1,036	3,764	22%		
01-4120-34 Printing	5,000	-	1,826	3,174	37%		
01-4120-35 Maint & Repair - Equipment	500	-	-	500	0%		
01-4120-37 Advertising	3,200	-	811	2,389	25%		
01-4120-40 Dues & Subscriptions	3,750	-	443	3,308	12%		
01-4120-44 Contracted Services	14,550	-	5,964	8,586	41%	15	
01-4120-45 Insurance & Bonds	5,150	-	5,091	59	99%	16	
01-4120-62 Committees - CAC	500	-	-	500	0%		
01-4120-68 Tax Collection	9,600	-	7,728	1,872	80%	17	
01-4120-71 Water Line - Principal	50,000	-	-	50,000	0%		
01-4120-72 Water Line - Interest	2,821	-	692	2,129	25%		
	568,053	700	127,790	439,563	23%		

Notes:

- 13 Budget for planning positions split between FT and PT
- 14 Paid once annually at the beginning of the fiscal year
- 15 Includes annual support for Southern Software paid once at the beginning of the fiscal year
- 16 Paid once annually at the beginning of the fiscal year
- 17 Cost of Tax Collection proportionate to Ad Valorem Taxes in revenues (higher in first few months of FY)

Maintenance:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4190-00 Salaries - Regular	124,296	-	32,973	91,323	27%		
01-4190-02 Salaries - Part-Time	35,500	-	10,444	25,057	29%		
01-4190-03 Salaries - Longevity	750	-	-	750	0%		
01-4190-07 401K Expense	6,215	-	1,887	4,328	30%		
01-4190-09 FICA Expense	12,282	-	3,685	8,597	30%		
01-4190-10 Retirement Expense	14,193	-	4,294	9,899	30%		
01-4190-11 Group Insurance	24,750	-	7,926	16,824	32%		
01-4190-14 Insurance - Workers Comp	7,600	-	5,440	2,160	72%	18	
01-4190-20 Motor Fuel	7,100	-	2,273	4,827	32%		
01-4190-21 Uniforms	2,000	-	249	1,751	12%		
01-4190-24 Maint & Repair - Bldgs/Grounds	12,000	-	372	11,628	3%		
01-4190-25 Maint & Repair - Vehicles	3,500	-	2,990	510	85%	19	
01-4190-29 Supplies & Equipment	10,000	-	2,479	7,521	25%		
01-4190-31 Training & Schools	250	-	-	250	0%		
01-4190-32 Telephone/Communications	850	-	185	665	22%		
01-4190-33 Utilities	3,500	-	736	2,764	21%		
01-4190-34 Printing	25	-	5	20	22%		
01-4190-35 Maint & Repairs - Equipment	17,000	-	3,010	13,990	18%		
01-4190-40 Dues & Subscriptions	150	-	38	113	25%		
01-4190-44 Contracted Services	16,000	540	565	14,895	7%		
01-4190-45 Insurance & Bonds	4,600	-	4,410	190	96%	20	
01-4190-54 Cap Outlay - Vehicles	37,000	-	-	37,000	0%		
01-4190-96 Interfund Transfer	31,816	-	31,816	-	100%	21	
	\$371,377	540	115,777	\$255,059	31%		

Notes:

- 18 Paid once annually at the beginning of the fiscal year
- 19 Includes \$1,201 in Dump Truck repairs
- 20 Paid once annually at the beginning of the fiscal year
- 21 IDF Close-out

Police Department:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4310-00 Salaries - Regular	433,768	-	115,683	318,085	27%	
01-4310-02 Salaries - Part-Time	15,000	-	2,670	12,330	18%	
01-4310-03 Salaries - Longevity	2,500	-	-	2,500	0%	
01-4310-07 401K Expense	21,688	-	5,751	15,937	27%	
01-4310-09 FICA Expense	34,522	-	8,872	25,650	26%	
01-4310-10 Retirement Expense	52,788	-	13,847	38,941	26%	
01-4310-11 Group Insurance	86,625	-	25,590	61,035	30%	
01-4310-14 Insurance - Workers Comp	10,700	-	8,069	2,631	75%	22
01-4310-20 Motor Fuel	19,000	-	5,941	13,059	31%	
01-4310-21 Uniforms	3,000	-	665	2,335	22%	
01-4310-25 Maint & Repair - Vehicles	6,000	-	1,087	4,913	18%	
01-4310-26 Office Expense	1,500	-	97	1,403	6%	
01-4310-29 Supplies & Equipment	8,000	-	1,539	6,461	19%	
01-4310-31 Training & Schools	4,000	-	1,083	2,917	27%	
01-4310-32 Telephone/Communications	8,000	-	1,832	6,168	23%	
01-4310-33 Utilities	3,000	-	369	2,631	12%	
01-4310-34 Printing	1,000	-	142	858	14%	
01-4310-35 Maint & Repair - Equipment	2,000	-	179	1,821	9%	
01-4310-40 Dues & Subscriptions	3,650	-	1,089	2,561	30%	
01-4310-44 Contracted Services	23,250	-	12,689	10,561	55%	23
01-4310-45 Insurance & Bonds	12,000	-	11,459	541	95%	24
	751,991	-	218,652	533,339	29%	

Notes:

- 22 Paid once annually at the beginning of the fiscal year
- 23 Includes Law Enforcement Attorney fees and equipment service fees paid once annually
- 24 Paid once annually at the beginning of the fiscal year

Fire Department:							
Account	Budget	Encum.	YTD	Variance	%	Notes	
01-4340-00 Salaries - Regular	131,849	-	33,115	98,734	25%		
01-4340-02 Salaries - Part-Time	210,000	-	52,127	157,873	25%		
01-4340-03 Salaries - Longevity	1,825	-	-	1,825	0%		
01-4340-07 401K Expense	6,592	-	1,613	4,979	24%		
01-4340-09 FICA Expense	26,291	-	5,977	20,314	23%		
01-4340-10 Retirement Expense	15,172	-	3,670	11,502	24%		
01-4340-11 Group Insurance	30,400	-	7,708	22,692	25%		
01-4340-14 Insurance - Workers Comp	11,500	-	8,357	3,143	73%	25	
01-4340-20 Motor Fuel	5,000	-	1,173	3,827	23%		
01-4340-21 Uniforms	3,000	-	733	2,267	24%		
01-4340-25 Maint & Repair - Vehicles	7,500	-	1,425	6,075	19%		
01-4340-26 Office Expense	150	-	-	150	0%		
01-4340-29 Supplies & Equipment	21,000	2,815	5,896	12,288	41%		
01-4340-31 Training & Schools	2,000	-	216	1,784	11%		
01-4340-32 Telephone/Communications	4,500	-	1,040	3,460	23%		
01-4340-33 Utilities	6,100	-	1,373	4,727	23%		
01-4340-34 Printing	325	-	87	238	27%		
01-4340-35 Maint & Repair - Equipment	2,500	-	-	2,500	0%		
01-4340-40 Dues & Subscriptions	3,300	-	664	2,636	20%		
01-4340-44 Contracted Services	10,000	-	1,537	8,463	15%		
01-4340-45 Insurance & Bonds	9,425	-	9,361	64	99%	26	
01-4340-55 Cap Outlay - Equipment	36,000	-	-	36,000	0%		
	544,429	2,815	136,074	405,540	26%		

Notes:

25 Paid once annually at the beginning of the fiscal year

26 Paid once annually at the beginning of the fiscal year

Streets:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4510-18 Professional Services	900	-	900	-	100%	27
01-4510-29 Supplies & Equipment	2,500	-	-	2,500	0%	
01-4510-39 Maint & Repair	7,400	-	1,000	6,400	14%	28
01-4510-58 Cap Outlay - Bldg/Infrastructure	65,000	-	41,400	23,600	64%	
01-4510-71 Debt Service - Principal	50,000	-	-	50,000	0%	
01-4510-72 Debt Services - Interest	8,717	-	-	8,717	0%	
01-4511-33 Utilities - Street Lights	36,000	-	10,997	25,003	31%	
	170,517	-	54,297	116,220	32%	

Notes:

- 27 Powell Bill maps paid for once annually
- 28 Includes Brinkley St. storm water improvements and sink hole repair on Wall St.

Sanitation:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-4710-44 Contracted Services	152,250	-	34,773	117,477	23%	
	152,250	-	34,773	117,477	23%	

Parks & Rec:						
Account	Budget	Encum.	YTD	Variance	%	Notes
01-6130-18 Professional Services	17,750	17,500	250	-	100%	29
01-6130-24 Maint & Repair - Bldgs/Grounds	26,000	2,067	8,528	15,405	41%	
01-6130-29 Supplies & Equipment	7,000	-	946	6,054	14%	30
01-6130-33 Utilities	16,500	-	3,271	13,229	20%	
01-6130-44 Contracted Services	2,000	-	-	2,000	0%	
01-6130-62 Committees - PERC	8,000	800	5,225	1,975	75%	
	77,250	20,367	18,220	38,662	50%	

Notes:

- 29 Parks and Rec Master Plan balance encumbered
- 30 Includes Granite Fest 2021 expenses

Interest on Investments by Month FY 2021-2022

Acct#	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Interest YTD	Balance
Certificates of Deposits:														
XX7779	418.18	432.13	432.13	-	-	-	-	-	-	-	-	-	1,282.44	250,431.38
XX7151	357.43	Matured	-	-	-	-	-	-	-	-	-	-	357.43	Matured
	775.61	432.13	432.13	-	-	-	-	-	-	-	-	-	\$ 1,639.87	\$ 250,431.38
Money Market Accounts:														
XX9011	87.42	76.67	99.82	-	-	-	-	-	-	-	-	-	263.91	1,241,189.07
XX1186	5.48	5.15	5.14	-	-	-	-	-	-	-	-	-	15.77	62,596.56
XX5349	-	28.92	39.46	-	-	-	-	-	-	-	-	-	68.38	480,026.73
	92.90	110.74	144.42	-	-	-	-	-	-	-	-	-	\$ 348.06	\$ 1,783,812.36
NC Capital Management Trust:														
XX4319	1.20	0.43	0.42	-	-	-	-	-	-	-	-	-	2.05	50,964.40
	1.20	0.43	0.42	-	-	-	-	-	-	-	-	-	\$ 2.05	\$ 50,964.40

Interest in General Fund YTD	\$ 1,921.60
Interest in ARPA Fund YTD (Restricted)	\$ 68.38
Total Interest Earned YTD	\$ 1,989.98
Total Invested Balance	\$ 2,085,208
Cash on Hand (As of Bank Reconciliation 9/30/21)	\$ 522,862
Total Available Funds *	\$ 2,608,070

* Includes Restricted ARPA Funds

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2020-04
FEMA Grant - Granite Lake Repairs
Inception 3/2/2020

<u>REVENUES</u>	Amended Project Authorization	Total To Date	21/22 Projected
04-3613-26 Federal Emergency Management Agency Grant	\$ 576,286	\$ 137,145	\$ 439,141
04-3613-36 NC Division of Emergency Management Grant	192,095	45,715	146,380
<i>Total Revenues</i>	<u>768,381</u>	<u>182,860</u>	<u>585,521</u>
<u>OTHER FINANCING SOURCES</u>			
04-3981-96 Transfer from General Fund	-	-	-
<i>Total Other Financing Sources</i>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES	<u>768,381</u>	<u>182,860</u>	<u>585,521</u>
<u>EXPENDITURES</u>			
04-6130-18 PROFESSIONAL SERVICES			
Engineer or Architect Fees	166,000	134,284	31,716
<i>Total Personnel</i>	<u>166,000</u>	<u>134,284</u>	<u>31,716</u>
04-6130-69 CAP OUTLAY - BLDG, STRUCT, OTHER			
Construction Cost	\$ 547,619	\$ 457,758	\$ 89,861
Contingency (10%)	54,762	\$ -	\$ 54,762
<i>Total Capital Outlay</i>	<u>602,381</u>	<u>457,758</u>	<u>144,623</u>
TOTAL EXPENDITURES	<u>\$ 768,381</u>	<u>\$ 592,042</u>	<u>\$ 176,339</u>
TOTAL FINANCING SOURCES OVER EXPENDITURES	<u>\$ -</u>	<u>\$ (409,182)</u>	<u>\$ 409,182</u>

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2020-05
Granite Industrial Park Sewer Line Extension
Inception 3/2/2020
Closed 08/09/2021

<u>REVENUES</u>	Project Authorization	Amended Authorization	Actual
05-3714-36 Rural Economic Development Grant	\$ 242,918	\$ 208,350	\$ 208,350
05-3714-37 Rowan County Match	40,487	-	\$ -
<i>Total Revenues</i>	283,405	208,350	208,350
<u>OTHER FINANCING SOURCES</u>			
05-3981-96 Transfer from General Fund (GQ Match)	40,487	72,303	72,303
<i>Total Other Financing Sources</i>	40,487	72,303	72,303
TOTAL REVENUES AND OTHER FINANCING SOURCES	323,892	280,653	280,653
<u>EXPENDITURES</u>			
05-7140-18 PROFESSIONAL SERVICES	66,660	49,544	
Engineer or Architect Fees			49,044
Legal Fees			500
<i>Total Professional Services</i>	66,660	49,544	49,544
05-7140-49 ADMINISTRATIVE COSTS	20,000	20,000	20,000
<i>Total Personnel</i>	20,000	20,000	20,000
05-7140-58 CAP OUTLAY - BLDG, STRUCT, OTHER	237,232	211,108	211,108
<i>Total Capital Outlay</i>	237,232	211,108	211,108
TOTAL EXPENDITURES	323,892	280,653	280,653
TOTAL FINANCING SOURCES OVER EXPENDITURES	\$ -	\$ -	\$ -

Town of Granite Quarry, North Carolina
Capital Project Ordinance # 2021-13
American Rescue Plan Act Fund
Inception 8/9/2021

<u>REVENUES</u>	Project Authorization	Total To Date	Projected by Completion
07-3301-23 CSLRF Funds (ARPA Funds)	959,917	479,958	479,958
<i>Total Revenues</i>	959,917	479,958	479,958
TOTAL REVENUES AND OTHER FINANCING SOURCES	959,917	479,958	479,958
<u>EXPENDITURES</u>			
07-4110-61 CSLRF Funds (Grant Related Expenditures)	959,917	-	959,917
<i>Total Personnel</i>	959,917	-	959,917
TOTAL EXPENDITURES	959,917	-	959,917
TOTAL FINANCING SOURCES OVER EXPENDITURES	\$ -	\$ 479,958	\$ (479,958)



2022 Board of Aldermen Regular Meeting Schedule

(Regular Meetings are scheduled for the second Monday of each month at 7:00 p.m.)

January 10	Monday
February 14	Monday
March 14	Monday
April 11	Monday
May 9	Monday
June 13	Monday
July 11	Monday
August 8	Monday
September 12	Monday
October 10	Monday
November 14	Monday
December 12	Monday

2022 Holiday Schedule

Holiday	Observance Date	Day of the Week
New Year's Day	December 31, 2021	Friday
Martin Luther King Jr. Day	January 17, 2022	Monday
Good Friday	April 15	Friday
Memorial Day	May 30	Monday
Independence Day	July 4	Monday
Labor Day	September 5	Monday
Veterans Day	November 11	Friday
Thanksgiving	November 24 & 25	Thursday & Friday
Christmas	December 23, 26 & 27	Friday, Monday & Tuesday

GRANITE Fest 2021

Featuring

DARRELL HARWOOD



PRESENTED BY



**FOOD TRUCKS • INFLATABLES • GAMES
MAGIC • BALLOON ARTIST • MUSIC
VENDOR BOOTHS & MUCH MORE!**



SATURDAY, OCTOBER 16th

**FESTIVAL 3PM-7PM
CONCERT STARTS AT 7:00PM**

GRANITE CIVIC PARK

202 PEELER ST. GRANITE QUARRY



Call 704.279.5596 ext 212 for SPONSORSHIP, VENDOR or VOLUNTEER INFO

Town of Granite Quarry

Town Manager's Report

October 2021



1. Training

- A. **Strategic Planning in Local Government.** One of the best professional training & skills update in quite a while. Practical focus on applying tried & tested plus a new tool in helping boards and staff with our respective roles in strategic planning and execution.
- B. **Better Planning & Economic Development, Part 4.** This session focused on redeveloping suburbs and commercial corridors. Very good and very applicable content. I will send a link out when it becomes available, and encouraging a group viewing with Revitalization and staff.

2. Development

- A. **Stoneglen.** PresPro is the new developer for project; advises development loan is wrapping up now so ground should start being turned by early to mid-October.
- B. **Towns at Granite Quarry.** The Townhomes at Main & Rowan are pre-selling well; developer expects first move-ins to start before end of month.
- C. **Village at Granite**
 - Developer has a new contractor working to complete remaining Phase 1 issues.
 - Phase 2 engineering review is back underway pending Faith sewer review / any changes.
 - Phase 3 (originally designated for multi-family and commercial) has now been submitted for all multi-family development.
 - A potential Phase 4 is being discussed that would extend current Phase 2 development area.

3. Projects

- A. **FEMA grant Lake Park repairs**
 - Grass carp in lake; goose repellent spread to help protect seeded grass.
 - Contractor finishing up punchlist items.
 - Target completion date for construction part of the project October 15th. After that it's just:
 - Processing final invoices and FEMA reimbursement requests;
 - Closeout with FEMA, HUB, and finally Town Grant Project Ordinance;
 - Neighboring "water rights" line easement once as-builts' legal description is provided.
- B. **Lake Park**
 - Increased maintenance this year in general still getting *overwhelmingly* positive feedback.
 - Electrical service upgrade for events and Christmas décor is underway. The new 200-amp panel is installed and just waiting for Duke Energy to run the underground to it.
- C. **Civic Park**
 - Two dead trees removed; stumps will be removed after Granite Fest.
 - Cleaned off the mulch & debris pile in corner of overflow lot.

- D. **NCDOT Bike & Ped planning grant.** Turnout was relatively low for the community input session held last month. No findings or further developments passed back along to us yet from that.
- E. **Parks & Rec Master Plan.** Met with Benesch to review and finalize initial draft notes. Discussed impact of Civic Park vs Lake Park feedback results and the timeline of Bike & Ped input process for comparisons.

4. Committees

A. Community Appearance Commission

- Continued Yard of the Month, awarding 1207 Edgewater Ct and 208 N Cleo Ave for Sept.
- Currently conducting Halloween decoration contest; planning for Christmas contest.

B. Parks, Events, and Recreation Committee.

Focused on finalizing details of Granite Fest.

C. Revitalization Team.

Continued its discussion on organizational models. Staff pulled info from past studies' suggestions that are still relevant today; reaching out to other groups for input.

5. Follow ups

A. No Solicitation Signs.

Our planner exhaustively reviewed this issue from last month and reports:

"In response to citizens requesting installation of a "No Solicitation" sign at the entrance to their neighborhood, the Board asked staff to consider modifications to the Town's Sign Ordinance to resolve issues currently preventing these signs. Staff's initial investigation of this issue provided convincing case law evidence that "No Solicitation" signs were not enforceable and even peddler's license requirements were questionable. Further, allowing one type of private sign or one specific mandate or instruction to be placed in the public right-of-way and/or mounted on a municipal pole or standard would set a precedent that could be used in the future to force allowance of other less desirable signs. Staff recommends, therefore, that the Town not revise its sign ordinance as suggested."

B. Audit.

Completed Management Discussion & Analysis with auditor and proofed initial draft.

C. Granite Quarry Athletic Club lease agreement.

Followed up on insurance and legal questions in preparation for the upcoming discussion.

D. Chamandy Drive easement.

Filed and recorded. The 2018 survey was referenced but not recorded with the deed. Manager noted some errors in the legal description of the original 2018 draft; drafted and confirmed corrections with surveyor; and forwarded to County and Town attorney for review.

Agenda Item Summary

Regular Meeting
October 11, 2021
Agenda Item 7

Summary:

Granite Quarry Athletic Club’s (GQAC) insurance policy for its use of the Town’s Faith Road property expired 9/17/21. Per the Lease Agreement, staff spoke with the GQAC President and followed up with the attached notice.

Staff was asked to place this item on the agenda for Board discussion. GQAC President has since advised the manager that GQAC recommends cancelling the Agreement for now. Manager will work with the town attorney and GQAC President between now and the meeting to update a summary of potential best options to move forward.

Attachments:

- Correspondence
- GQAC Lease Agreement and Insurance

Action Requested:

Discussion and any subsequent Board direction.

GQAC Lease Agreement

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



October 4, 2021

Granite Quarry Athletic Club
Attn: Jim Costantino, President
718 Foil Street
Salisbury, NC 28146

Dear Mr. Costantino,

Thank you for your response to the Town Clerk's inquiry on the Granite Quarry Athletic Club's (GQAC) insurance policy. She had noted that the insurance policy we had on file expired 9/17/2021. You advised that the Athletic Club has decided to put everything on hold until after the November election to see if there is interest in keeping the trail.

As we've discussed, provision #6 of the Agreement between the Town of Granite Quarry and the Granite Quarry Athletic Club (GQAC) for lease of the Faith Road property requires that *"The Athletic Club shall obtain and maintain liability insurance on said premises in an amount to be determined reasonable considering the use of the premises (one million dollars minimum). The Town shall be included as an additional insured."*

The Agreement prescribes that should any of the conditions not be met / cease to be met at any time during the term of the Agreement, that the Town shall give written notice to the Club as to its violation and the Club shall have 30 days to correct said violation; and if such correction is not made, the Agreement may be immediately terminated.

However, as is inherently indicated by the amount of the required insurance policy, in the meantime both the Town and GQAC principal members are currently exposed to a large and unnecessary liability risk from the GQAC's endeavor on the property being open to the public. Please provide proof of renewed insurance coverage as soon as possible, or - if the intention of the Club is indeed to put things on hold - please consider taking steps to physically close access to the property to protect the public as well as both the Town and GQAC's liability.

Sincerely,

Larry Smith
Town Manager

AGREEMENT

18
September
TMW
J. C. m.w.

This Agreement, made and entered into this the 5th of August 2019 by and between the Town of Granite Quarry, a North Carolina municipal corporation, (hereinafter referred to as Town) Lessor; and the Granite Quarry Athletic Club, a North Carolina non-profit corporation (hereinafter referred to as Athletic Club) Lessee:

WITNESSETH

WHEREAS, the Board of Alderman of the Town has determined that providing the citizens of the Town an additional recreation opportunity is a good thing for its citizens; and

WHEREAS, the Athletic Club has volunteered to construct and operating biking trails on certain town property for the benefit of the citizens of Granite Quarry at no cost to the town.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth to be done and performed by the Athletic Club, the Town does hereby let and lease to the Athletic Club a certain parcel of land more particularly described as follows:

BEING that 10.048-acre tract described further in Deed Book 1267 at page 587 in the Rowan County Registry and shown upon the Tax Maps for Rowan County Registry and shown upon the Tax Maps of Rowan County as parcel 185 on Tax Map 403.

To have and to hold said land to the Athletic Club for the term and upon the conditions hereinafter set forth:

- 1) The rental for said premises shall be for dollar (\$1.00) per year.
- 2) The initial term of this lease shall three year from the date of the execution of the Agreement, unless terminated as set forth below. Terms following the initial term shall be for one year and renewable upon consent of both parties.
- 3) Athletic Club shall construct upon the leased premises bike trails in a general manner and style as first presented to the Town. Construction shall be of a quality commensurate with a facility to be used by the public with safety being the utmost concern.
- 4) Adequate signage for the safety of the public shall be installed and maintained.
- 5) Adequate parking for the public shall be installed and maintained.
- 6) The Athletic Club shall obtain and maintain liability insurance on said premises in an amount to be determined reasonable considering the use for the premises (one million dollars minimum). The Town shall be included as an additional insured.
- 7) This Agreement shall not be assigned by Athletic Club to another party.
- 8) Should any of these conditions not be met by the Athletic Club or shall cease to be met at any time during the term of this Agreement, the Town shall give written notice to the Athletic Club as to its violation and the Athletic Club shall have 30 days to correct said violation. If the Athletic Club does not make such corrections within said thirty-day period, the Town may immediately terminate this Agreement.
- 9) The trails on this property shall be for the use of hiking, pedestrian, and bicycles. No motor vehicles, gas powered vehicles, motorcycles, golf carts, mopeds, motor-driven bicycles as defined in North Carolina General Status § 20-4.01 shall be allowed.

- 10) No parking on Faith Road is allowed. Access only from Faith Road.
- 11) Any construction impacting waterways must have proper approvals or permits as needed.
- 12) Athletic Club hereby releases the Town from all injury and any liability of any kind arising from Athletic Club use and occupancy of the premises and agrees to indemnify and hold harmless the Town. In no event shall the Town be liable for any damage or injury to any agent or employee of the Athletic Club or to any person coming upon the premises in connection with the Athletic Club's use and occupancy of the premises.

IN WITNESS WHEREOF, the parties have executed this Agreement, this the day and year first above written.

TOWN OF GRANITE QUARRY

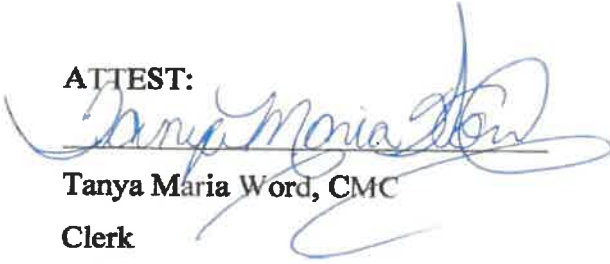
By



Mayor

William Feather

ATTEST:



Tanya Maria Word, CMC

Clerk



GRANITE QUARRY ATHLETIC CLUB

By



President

Jim Costantino



HOWARD BROWN AGENCY, INC.

AUTO - HOME - LIFE - BUSINESS
1121 OLD CONCORD ROAD, P.O. BOX 667
SALISBURY, NORTH CAROLINA 28145-0667
PHONE: (704) 638-0600 ~ FAX: (704) 639-1010

063779

Independent Insurance Agent

Received from William Feather

DATE 9/18/69

TIME: _____ AM/PM

Amount Eight hundred sixty five & 30/100 Dollars \$ 865³⁰/₁₀₀

Name of Ins. Co.: SA Athletic Club Effective Date of Coverage _____

CASH \$ _____

Type of Policy _____

MONEY ORDER _____

HOWARD BROWN AGENCY, INC.

CHECK NUMBER _____

THANK YOU!

Signature [Handwritten Signature]

AGENCY CHECK NUMBER _____



The Colonial Group
 5506 W Friendly Ave, Suite 200
 Greensboro, NC 27410

09/12/2019

Regarding:

Granite Quarry Athletic Club
 1321 Horewick Drive
 Granite Quarry, NC 28146

Proposed Policy Period: 09/12/2019 to 09/12/2020

Quote is valid: for 30 days.

We are pleased to offer this quotation based upon the application information submitted. The terms and conditions offered may differ from the prior policy and from what was requested in the submission. **PLEASE REVIEW THIS QUOTATION CAREFULLY.**

Company: Northfield Insurance Company

A.M. Best Rating A++

A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a list of companies rated by A.M. Best and other rating services, visit travelers.com. Ratings listed herein are current, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.

Coverage Summary:

Commercial General Liability Coverage Part	\$ 750.00
PREMIUM TOTAL	\$ 750.00
Policy Fee	\$ 75.00
Stamping Fee	\$ 3.00
Surplus Lines Tax	\$ 37.50
TOTAL	\$ 865.50

Minimum earned premium of 25% of the policy premium applies in the event of cancellation.
 Policy Fee is fully earned at inception and non-refundable in the event of flat cancellation.

Classifications:

Location # 001 1321 Horewick Drive, Granite Quarry, NC 28146
 49451

Walking/Bike Trails rated as Vacant Land - For Profit. - Products-completed operations are subject to General Aggregate Limit.

Premium Base: Each Acre - 10

Premises/Operations: Rate: 65.011 Premium: \$650

Products/Completed Operations: Included in General Aggregate

General Liability Additional Interests:

Classification	Premium Base	Rate	Premium
Additional Insureds	Per AI 1	Per AI	\$100 Fully Earned

CG 20 10 (04/13) Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

Town of Granite Quarry
 P. O. Box
 Granite Quarry, NC 28072

Liability Limits and Deductibles:

General Liability

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	

General Liability Deductible

No deductible applies.

Conditions:

Written request to bind - no backdating
Signed and completed applications
Loss runs or No Known Loss Notice

Conditions:

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN 30 DAYS OF BINDING UNLESS OTHERWISE SPECIFIED.

Quoted By: Adelle Cannon
Phone Number: 336-855-1300
Email Address: acannon@thecolonialgroup.com

Attachments:

Schedule of Forms and Endorsements
Federal Terrorism Risk Insurance Act Disclosure

SCHEDULE OF FORMS AND ENDORSEMENTS

Effective Date: 09/12/2019

Policy No: Quote

Named Insured:

Granite Quarry Athletic Club

The following schedule of coverage declarations, forms and endorsements make up your policy as of the effective date shown above.

COMMON POLICY DECLARATIONS - S1D-IL (9/05)

The following forms and endorsements apply to coverage parts as stated on the form or endorsement:

S1-IL (9/05)	Commercial Insurance Policy
S1D-IL (9/05)	Common Policy Declarations
S1D-ILS (9/05)	Schedule of Forms and Endorsements
N-3384 (7/08)	Important Notice - Producer Compensation
IL 00 17 (11/98)	Common Policy Conditions
IL 00 21 (09/08)	Nuclear Energy Liability Exclusion Endorsement
S1030-IL (7/08)	Service of Suit
S1216-IL (10/96)	Exclusion - Water Hazard
S2612-IL (6/17)	Amendment - Non-Renewal
IL T4 14 (01/15)	Cap on Losses From Certified Acts of Terrorism
S2765-IL (1/14)	Amendment - Minimum Earned Premium
S2965-IL (3/15)	Amendment of Common Policy Conditions Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - S2584D-CG (9/05)

The following forms and endorsements apply to the Commercial General Liability Coverage Part only:

S2584D-CG (9/07)	Commercial GL Coverage Part Declarations
CG 00 01 (12/07)	General Liability Coverage Form
S17-CG (7/09)	Limitation - Classification
S42-CG (2/16)	Total Pollution Exclusion with Exceptions for Building Heating, Cooling, Dehumidifying and Personal Hot Water Heating Equipment and Hostile Fire
S267-CG (6/14)	Combination Endorsement Bodily Injury and Property Damage Liability
S2582-CG (1/13)	Exclusion - Aircraft, Auto or Watercraft
S2608-CG (11/16)	Exclusion - Real Estate Development Activities
IL T3 68 (01/15)	Federal Terrorism Risk Insurance Act Disclosure
S2623-CG (6/14)	Combination Endorsement Personal and Advertising Injury Liability
S2872-CG (2/10)	Exclusion - Tree Stand or Raised Platform
S2996-CG (5/16)	Exclusion - Cross Liability - Broad Form
CG 20 10 (04/13)	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 21 36 (03/05)	Exclusion - New Entities

SCHEDULE OF FORMS AND ENDORSEMENTS

CG 21 39 (10/93)	Contractual Liability Limitation
CG 21 44 (04/17)	Limitation of Coverage to Designated Premises, Project or Operation
S43-CG (1/14)	Exclusion - Punitive or Exemplary Damages
S56-CG (10/04)	Amendment - Deposit Premium and Minimum Premium
S311-CG (7/18)	Exclusion - Professional Services

PROPOSAL DISCLOSURE/COVERAGE DISCLAIMER

Proposal Disclosure Wording:

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY NORTHLAND INSURANCE COMPANIES. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE QUESTIONS, PLEASE CONTACT YOUR INSURANCE REPRESENTATIVE.

Coverage Disclaimer:

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY NORTHLAND INSURANCE COMPANIES. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Northfield compensates its agents, brokers and program managers, please visit this website:

http://www.northlandins.com/Producer_Compensation_Disclosure.asp

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Northfield Insurance Company, c/o Law Department, 385 Washington St., St. Paul, MN 55102.

N-3384 (7/08)

Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For coverages other than Workers Compensation and Employers Liability that apply to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Any charges for Insured Losses, regardless of coverage type, do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Coverage	Included Charge For Insured Losses
Commercial Property Coverage	[3%] [7%] of the Commercial Property Coverage premium * If the primary location is in a Designated City (as listed below), choose 7% * If the primary location is <u>not</u> in a Designated City (as listed below), choose 3%
All other coverages subject to TRIA	1% of each applicable coverage premium

Designated Cities are:			
Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

AGENCY HOWARD BROWN AGENCY INC 1121 OLD CONCORD RD STE 6 P.O. BOX 667 SALISBURY NC 28145-0667 PHONE (704) 638-0600	CARRIER COMPANY POLICY OR PROGRAM NAME PROGRAM CODE POLICY NUMBER UNDERWRITER UNDERWRITER OFFICE STATUS OF TRANSACTION <input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME <input type="checkbox"/> AM <input type="checkbox"/> CANCEL <input type="checkbox"/> PM
CONTACT NAME: <i>Howard W. Brown, Jr</i> PHONE (A/C No. Ext): <i>704 638 0600</i> FAX (A/C No.): <i>704 639 1010</i> E-MAIL ADDRESS: <i>hobrown@carolina.ac.com</i> CODE: SUBCODE:	AGENCY CUSTOMER ID:

LINE OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM	PREMIUM	PREMIUM
<input type="checkbox"/> BOILER & MACHINERY	\$	<input type="checkbox"/> CYBER AND PRIVACY	\$
<input type="checkbox"/> BUSINESS AUTO	\$	<input type="checkbox"/> FIDUCIARY LIABILITY	\$
<input type="checkbox"/> BUSINESS OWNERS	\$	<input type="checkbox"/> GARAGE AND DEALERS	\$
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$	<input type="checkbox"/> LIQUOR LIABILITY	\$
<input type="checkbox"/> COMMERCIAL INLAND MARINE	\$	<input type="checkbox"/> MOTOR CARRIER	\$
<input type="checkbox"/> COMMERCIAL PROPERTY	\$	<input type="checkbox"/> TRUCKERS	\$
<input type="checkbox"/> CRIME	\$	<input type="checkbox"/> UMBRELLA	\$
		<input type="checkbox"/> YACHT	\$

ATTACHMENTS

<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	<input type="checkbox"/> GLASS AND SIGN SECTION	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE	<input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (if applicable)
<input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE	<input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> LOSS SUMMARY	
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> OPEN CARGO SECTION	
<input type="checkbox"/> DEALERS SECTION	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT	
<input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE <i>9/16/19</i>	PROPOSED EXP DATE <i>9/16/20</i>	BILLING PLAN <input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) <i>Granite Quarry Athletic Club, 1321 Honeywell Drive Granite Quarry NC 28146</i>				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #: <i>704 546 9101</i>				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #:				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
BUSINESS PHONE #:				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				

CONTACT INFORMATION

AGENCY CUSTOMER ID: _____

CONTACT TYPE: <i>Mayor</i>		CONTACT TYPE:	
CONTACT NAME: <i>Bill Weathers</i>		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: <i>wteacher@consulting.ca.com</i>		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL
	COUNTY:	ZIP:			OPEN TO PUBLIC AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

*Walking & Bike Trail - Non Motorized
Hours - Sunup to Sun Down*

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RATE	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
	<i>Town of Granite Quarry PO Box 351 Granite Quarry NC 28048</i>						LOCATION:	BUILDING:
							VEHICLE:	BOAT:
							AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:	
						ITEM DESCRIPTION		
REASON FOR INTEREST:						REFERENCE / LOAN #:	INTEREST END DATE:	
						LIEN AMOUNT:	PHONE (A/C, No, Ext):	
						E-MAIL ADDRESS:		
						FAX (A/C, No):		

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

<p>1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PARENT COMPANY NAME</td> <td style="width:30%;">RELATIONSHIP DESCRIPTION</td> <td style="width:20%;">% OWNED</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED				Y/N N		
PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED							
<p>1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SUBSIDIARY COMPANY NAME</td> <td style="width:30%;">RELATIONSHIP DESCRIPTION</td> <td style="width:20%;">% OWNED</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED				N		
SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED							
<p>2. IS A FORMAL SAFETY PROGRAM IN OPERATION?</p> <p><input type="checkbox"/> SAFETY MANUAL <input type="checkbox"/> SAFETY POSITION <input type="checkbox"/> MONTHLY MEETINGS <input type="checkbox"/> OSHA <input type="checkbox"/></p>	N								
<p>3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?</p>	N								
<p>4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">LINE OF BUSINESS</td> <td style="width:25%;">POLICY NUMBER</td> <td style="width:25%;">LINE OF BUSINESS</td> <td style="width:25%;">POLICY NUMBER</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER					N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER						
<p>5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)</p> <p><input type="checkbox"/> NON-PAYMENT <input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER <input type="checkbox"/></p> <p><input type="checkbox"/> NON-RENEWAL <input type="checkbox"/> UNDERWRITING <input type="checkbox"/> CONDITION CORRECTED (Describe):</p>	N								
<p>6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?</p>	N								
<p>7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).</p>	N								
<p>8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
<p>9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
<p>10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
<p>11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:</p>	N								
<p>12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 815 for Property Exposure)</p>	N								
<p>13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?</p>	N								
<p>14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)</p>	N								
<p>15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)</p>	N								

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION *NONE*

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: _____

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	SUBROGATION Y/N	CLAIM OPEN Y/N
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED			

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) <i>Howard W. Brown, Jr.</i>	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE <i>[Signature]</i>	DATE 9-24-19	NATIONAL PRODUCER NUMBER



AGENCY CUSTOMER ID: _____

COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

AGENCY <i>Howard Brown Agency, Inc</i>	CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE <i>9/16/19</i>	APPLICANT / FIRST NAMED INSURED <i>Granite Quarry Athletic Club</i>

COVERAGES	LIMITS	PREMIUMS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE	GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOCATION <input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:	\$ <i>2,000,000</i>
DEDUCTIBLES <input type="checkbox"/> PROPERTY DAMAGE \$ <input type="checkbox"/> BODILY INJURY \$	PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ <i>2,000,000</i> PERSONAL & ADVERTISING INJURY \$ <i>1,000,000</i> EACH OCCURRENCE \$ <i>1,000,000</i> DAMAGE TO RENTED PREMISES (each occurrence) \$ <i>100,000</i> MEDICAL EXPENSE (Any one person) \$ <i>5,000</i> EMPLOYEE BENEFITS \$	PRODUCTS OTHER TOTAL

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

 1. UM / UIM COVERAGE IS IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE IS IS NOT AVAILABLE.
SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
				<i>area / 10 Acres</i>	<i>Members 6</i>					

 RATING AND PREMIUM BASIS
 (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT
 (A) AREA - PER 1,000/SQ FT (M) ADMISSIONS - PER 1,000/ADM (T) OTHER
CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2011/09)

Attach to ACORD 125 © 1993-2011 ACORD CORPORATION. All rights reserved.

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CONTRACTORS

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.					Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?					
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)					
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?					
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?					
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?					
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?					
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?					
8. PRODUCTS UNDER LABEL OF OTHERS?					
9. VENDORS COVERAGE REQUIRED?					
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?					

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE	NAME AND ADDRESS RANK: <i>Town of Granite Quarry</i> <i>PO Box 351</i> <i>Granite Quarry NC 28012</i>	EVIDENCE: <input checked="" type="checkbox"/> CERTIFICATE	INTEREST IN ITEM NUMBER	
			LOCATION:	BUILDING:
			ITEM CLASS:	ITEM:
			ITEM DESCRIPTION	
		REFERENCE / LOAN #:		

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y/N																				
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	N																				
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	N																				
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N																				
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	N																				
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?	N																				
<table border="1"> <thead> <tr> <th rowspan="2">EQUIPMENT</th> <th colspan="2">TYPE OF EQUIPMENT</th> <th rowspan="2">INSTRUCTION GIVEN (Y/N)</th> </tr> <tr> <th>SMALL TOOLS</th> <th>LARGE EQUIPMENT</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	EQUIPMENT	TYPE OF EQUIPMENT		INSTRUCTION GIVEN (Y/N)	SMALL TOOLS	LARGE EQUIPMENT									N						
EQUIPMENT		TYPE OF EQUIPMENT			INSTRUCTION GIVEN (Y/N)																
	SMALL TOOLS	LARGE EQUIPMENT																			
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	N																				
7. ANY PARKING FACILITIES OWNED/RENTED?	Y																				
8. IS A FEE CHARGED FOR PARKING?	N																				
9. RECREATION FACILITIES PROVIDED? <i>Bike & walking trail</i>	Y																				
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):	N																				
<table border="1"> <thead> <tr> <th># APTS</th> <th>TOTAL APT AREA Sq. Ft.</th> <th>DESCRIBE OTHER LODGING OPERATIONS</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS				N														
# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS																			
11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply)	N																				
<input type="checkbox"/> APPROVED FENCE <input type="checkbox"/> LIMITED ACCESS <input type="checkbox"/> DIVING BOARD <input type="checkbox"/> SLIDE <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> IN GROUND <input type="checkbox"/> LIFE GUARD	N																				
12. ARE SOCIAL EVENTS SPONSORED?	N																				
13. ARE ATHLETIC TEAMS SPONSORED?	N																				
<table border="1"> <thead> <tr> <th rowspan="2">TYPE OF SPORT</th> <th rowspan="2">CONTACT SPORT (Y/N)</th> <th colspan="2">AGE GROUP</th> <th rowspan="2">TYPE OF SPORT</th> <th rowspan="2">CONTACT SPORT (Y/N)</th> <th colspan="2">AGE GROUP</th> </tr> <tr> <th>12 & UNDER</th> <th>13 - 18</th> <th>12 & UNDER</th> <th>13 - 18</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP		TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP		12 & UNDER	13 - 18	12 & UNDER	13 - 18									N
TYPE OF SPORT			CONTACT SPORT (Y/N)	AGE GROUP			TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP												
	12 & UNDER	13 - 18		12 & UNDER	13 - 18																
14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	N																				
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?	N																				

GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y/N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	N
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				N
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Will not allow any motorized vehicles on trail

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; In LA, ME, TN and VA, insurance benefits may also be denied)

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

IN KANSAS, ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Agenda Item Summary

Regular Meeting
October 11, 2021
Agenda Item 8

Summary:

The attached text amendments to the Unified Development Ordinance have been drafted by the planning staff and recommended by the Planning Board for approval by the Board of Aldermen.

Attachments:

- A. Draft ordinance with highlighted additions and strikethroughs.

Action Requested:

Motion to adopt Ordinance 2021-17 to amend the text of the Unified Development Ordinance for residential fence standards and approving the statement of consistency and reasonableness as written.

Residential Fence Standards

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Bill Feather

- For
- Against

ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING TEXT OF THE TOWN OF GRANITE QUARRY'S UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY:

Section 1. Text related to residential fence standards will be revised as follows:

New text shown highlighted in yellow

Deleted text shown with strikethrough

8.4.2

Residential Fence Standards.

A. Installation of Fences.

1. A zoning permit is not required for all fences. ; however, the The property owner shall submit a sketch plan along with the permit application showing the fence location, heights, building materials, setbacks from property lines, etc. -the The following standards shall apply to all fences.

Table 8.4: Fence Height Restrictions

Front Yard Fence Max. Height	Side Yard Fence Max. Height	Rear yard fence Max. Height
3'	6'	6'

2. Requests may be made to the Zoning Administrator for fences of more than the maximum height limit due to site constraints such as topography for a determination if the fence meets the intent of the ordinance.

3. Fence installation must meet building setbacks when property is adjacent to a public street.

a. Maximum 3-foot-tall decorative fences may be installed at property owner's side of sidewalk (if sidewalks do not exist, setback shall be measured to where a sidewalk might be added in the future) on front and side yards adjacent to public streets.

b. 6-foot-tall fences are allowed facing the front yard when attached to the front building corners and run parallel to the front face of the building. They may not protrude further into the front yard than the face of the building.

4. Fences must be installed with the finished side out, facing the perimeter of the lot.

a. Fences must be set back from property lines an amount adequate (min. 3') to provide for maintenance without trespassing on neighboring property.

5. Corner lot installations must not obstruct vision as stated in guidelines of Chapter 3, [section 3.4\(D\)](#).

B. Prohibited fences.

1. Chain link and/or metal-slat in front yard.

Fences and walls constructed of chain link or metal slats shall be prohibited within the front yard, and/or side yard of corner lots in all residential zoning districts.

2. Barbed wire and above ground electrified fences.

Except as needed for Agriculture uses, major utilities, government facilities, and other public safety uses, barbed wire fences and above ground electrified fences are prohibited in all zoning districts. Underground electric fences designed for control of domestic animals are permitted but must be setback from sidewalks (if sidewalks do not exist, setback shall be measured from where a sidewalk might be added in the future) by at least 10 feet and signs must be provided spaced no more than 50' apart indicating dogs are controlled by an underground electric fence.

3. Debris, junk, rolled plastic, sheet metal, plywood or other waste materials.

Fences or walls made of debris, junk, rolled plastic, sheet metal, plywood or waste materials are prohibited in all zoning districts, unless such materials have been recycled and reprocessed into building materials marketed to the general public and resemble new building materials.

~~In no instance shall fencing around stormwater retention or detention facilities as required by this Ordinance be prevented by this section.~~

4. Other materials that might not normally be used for fencing that are determined objectionable by the Zoning Administrator

C. Maintenance of Fences.

All fences and walls shall be maintained in good repair and in a safe and attractive condition, including but not limited to replacement of missing, decayed or broken structural and decorative elements. All fences and walls shall receive regular structural maintenance to prevent and address sagging and weathering of surfaces visible from the public right-of-way. Any deteriorated, damaged or decayed fence materials shall be promptly repaired, and any fence or wall post or section that leans more than 20 degrees from vertical shall be promptly repaired to correct that condition. Grass, shrubs, vines, etc. growing along both sides of the fence line must be maintained by the property owner. Fences must be set back from property lines an amount adequate (min. 3') to provide for maintenance without trespassing on neighboring property.

D. Exceptions

~~In no instance shall fencing around stormwater retention or detention facilities as required by this Ordinance be prevented by this section.~~

Section 2. All ordinances in conflict herewith are repealed to the extent of any such conflict.

Section 3. This ordinance is effective on the 11th day of October 2021.

William D. Feather, Mayor

ATTEST:

APPROVED AS TO FORM:

Aubrey Smith, Town Clerk

Carl M. Short, Town Attorney

Agenda Item Summary

Regular Meeting
October 11, 2021
Agenda Item 9

Driveway Standards

Summary:

Option 1 of the attached text amendments to the Unified Development Ordinance and Code of Ordinances was drafted by the planning staff and recommended by the Planning Board for approval by the Board of Aldermen.

Option 2 of the attached text amendments to the Unified Development Ordinance and Code of Ordinances was drafted by the planning staff as an alternative. The difference is in treatment of corner lots wanting driveway on both roads.

Attachments:

- A. Option 1 Draft ordinance with highlighted additions and strikethroughs.
- B. Option 2 Draft ordinance with highlighted additions and strikethroughs.

Action Requested:

Motion to adopt Ordinance 2021-18 to amend the text of the Unified Development Ordinance and Code of Ordinances for driveway standards and approving the statement of consistency and reasonableness as written.

Motion Made By:

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

Second By:

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

For:

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

Against:

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

In case of tie:

Mayor Bill Feather

- For
- Against

ORDINANCE NO. 2021-18

AN ORDINANCE AMENDING TEXT OF THE TOWN OF GRANITE QUARRY'S CODE OF ORDINANCES AND UNIFIED DEVELOPMENT ORDINANCE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY:

Section 1. Text related to driveway standards will be revised as follows:

New text shown highlighted in yellow

Deleted text shown with strikethrough

Appendix A-Unified Development Ordinance

Chapter 9 Parking

Section 9.6 Driveways

Sec. 9.6. - Driveways.

These driveway requirements do not apply to single-family detached and two-family attached (duplex) residential uses. See Chapter 22, Article II for requirements for all new and existing driveways.

Appendix A-Unified Development Ordinance

Chapter 10 Infrastructure

Section 10.1 Street Standards

Sub Section 10.1.9.4

Driveways.

The number of street and driveway connections permitted serving a single property frontage or commercial development shall be the minimum deemed necessary by the Town or NCDOT for reasonable service to the property without undue impairment of safety, convenience, and utility of the roadway. Normally, not more than two (2) driveways shall be permitted for any single property frontage. The arrangement of driveways should be related to adjacent driveways and nearby street intersections and meet the following criteria:

1. Commercial drives leading to a site in the Commercial or Industrial districts must include vertical curb and gutter as stated in 10.1.5.

2. Residential drives shall be located a minimum of 10 feet from the point of tangency of curb radii of street intersections.

3. Driveways serving streets with traffic volumes in excess of 300 ADT or accessing thoroughfares shall be located a minimum of 250 feet from the point of tangency of the radius of curvature of the intersecting street.

4. Where two (2) driveways are proposed along a single property frontage to facilitate operations, the minimum distance between the centerlines of the drives shall be 200 feet.

5. The minimum distance between the centerlines of driveways into shopping centers or facilities generating in excess of 300 ADT shall be a minimum of 400 feet.

6. Full access driveways open to signalization should be 1000 feet apart. Driveways which access thoroughfares and serve more than 1500 ADT shall provide deceleration lanes in approach to the driveway.

See Chapter 22, Article II for requirements for all new and existing driveways.

Chapter 22- Streets, Sidewalks, and Other Public Places

Article II-Driveways

Sec. 22-25. - Construction specifications.

The construction of driveways shall be according to town specifications as follows:

A. General

- a. It shall be unlawful for any person to break out or cut any street curb for the purpose of constructing a driveway entrance to any property or to construct any driveway across the grass planting strip or sidewalk where curbs do not exist without first obtaining a permit from the Town's Planning Department. A separate permit will not be required where driveway curb cuts are built as a part of a new or reconstructed street.
- b. Plans for curb cuts for new driveways including approach aprons, sidewalks, driveways and parking areas will be approved by the Town's Maintenance Director who will also inspect the final installation.
- c. No driveway shall be permitted to be closer than 5 feet to an adjacent property line. No driveway for a corner lot shall be permitted within 15 feet of the intersecting right-of-way lines.
- d. No driveway shall be permitted so to interfere with a sidewalk intersection, traffic signal, street light standard or support, fire hydrant or water meter.
- e. Driveways shall be constructed so as to prevent stormwater from flowing down from the street onto the driveway. This shall be accomplished by sloping the approach apron (entrance) or driveway itself up from its connection to the road surface, maintaining a valley at the road connection point.
- f. Drainage ditches along roads will be piped under the driveway with a concrete pipe of adequate size to carry the water flow as determined by the Town's Maintenance Director but not less than 15 inches in diameter. Pipe should be

installed as per NCDOT standards and approved by the Town's Maintenance Director.

- g. Driveways connecting to State maintained roads shall be installed per NCDOT driveway standards.
- h. Street pavement, curb and gutters, and sidewalks disturbed during the installation of driveways shall be repaired to like-new condition by the contractor or property owner.
- i. Driveway approach apron shall be constructed of poured concrete at least 6 inches thick on a stone base and at least 24 inches wide or wide enough to connect to new or existing sidewalks. When connected to an existing 4-inch thick sidewalk, that sidewalk shall be replaced with a new 6-inch thick, 3,000 PSI concrete sidewalk at least 5 feet wide (or wider if needed to match existing sidewalks).
- j. When a driveway is relocated on a property, the unused portion of the existing curb cut will be replaced by the property owner. When an existing curb cut or driveway entrance is altered or repaired, it shall be made to conform to all dimensional requirements of this section.
- k. Maintenance responsibility for all driveways including associated curb cuts, sidewalks and driveways will rest with the property owner. After notification, if not repaired within 60 days the Town will undertake needed repairs and bill the property owner for this work. If not paid, the Town will use all legal means to collect the outstanding bill including filling a lien on the property.

B. Residential Driveways

- a. Driveways shall be no less than 12 feet wide and no greater than 20 feet wide.
- b. Residential properties shall have no more than two driveway entrances on one street.
- c. Driveway material shall be a minimum of:
 - i. 4-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Pressure compacted 4-inch thick asphalt over a 6" compacted stone base or,
 - iii. Brick pavers over sand on a compacted soil base or,
 - iv. Pervious tiles installed per manufacturer's directions or,
 - v. Decorative rock laid over compacted stone base or,
 - vi. Other paving materials as might be approved by the Town's Maintenance Director
- d. Driveway shall be installed per industry standards and manufacturer's instructions. Settable materials such as concrete shall be installed using removable forms (excavated dirt edge shall not be used as the form) and after forms are removed, dirt backfill shall be used to bring the adjacent lawn area up to the driveway top elevation. Non-settable materials shall be installed with an edging material (landscape timbers, metal edging, poured concrete edging, etc.) to prevent future erosion of the paving material.

C. Commercial Driveways

- a. Commercial driveways shall be no less than 25 feet wide and no greater than 35 feet wide. Wider driveways may be approved during the site plan review process.
- b. Commercial properties shall have no more than two driveway entrances on each street. Corner lots may have 2 driveway entrances on each street.
- c. Driveway material shall be a minimum of:
 - i. 4-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Pressure compacted 4-inch thick asphalt over a 6" compacted stone base or,
 - iii. Other paving materials as might be approved by the Town's Maintenance Director
 - iv. Maintenance Director may require thicker pavement if high truck traffic volume is expected.
- d. Driveway shall be installed per industry standards and manufacturer's instructions.

D. Industrial Driveways

- a. Driveways shall be no less than 35 feet wide and no greater than 50 feet wide. Wider driveways may be approved during the site plan review process.
- b. Industrial properties shall have no more than two driveway entrances on one street.
- c. Driveway material shall be a minimum of:
 - i. 6-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Other paving materials as might be approved by the Town's Maintenance Director
 - iii. Maintenance Director may require thicker pavement if high truck traffic volume is expected.
- d. Driveway shall be installed per industry standards and manufacturer's instructions.

E. Variances

- a. Dimensional requirements of this section can be altered by the issuance of a variance by the Town's Board of Adjustment when their strict enforcement would cause undue hardship on the property owner or make the intended use of the property impossible. Variances may not be issued merely as a matter of cost savings.

(Code 2003, § 15-51)

Sec. 22-26. --Permit required

~~It shall be unlawful for any person to break out any street curb for the purpose of constructing a driveway entrance, or to construct any driveway across the grass plot or sidewalk, without first obtaining a written permit from the public works department.~~

(Code 2003, § 15-52)

Sec. 22-27. --Supervision of work.

~~Any and all work performed under the provisions of this article shall be done under the supervision of the public works department.~~

(Code 2003, § 15-53)

~~Sec. 22-28. - Paving generally.~~

~~All driveway entrances constructed or reconstructed upon the street rights-of-way of the town shall be paved in the manner described in this article.~~

~~(Code 2003, § 15-54)~~

~~Sec. 22-29. - Proximity to intersections, hydrants, etc.~~

~~No driveway entrance shall be permitted to intersect the radius of any street corner or be so located that it interferes with intersection sidewalks (or no closer than 25 feet to the intersection of right-of-way line, whichever is greater), traffic signals, lamp standards, fire hydrants or other public improvements unless specific approval is obtained from the public works department and necessary adjustments to public improvements or installations are accomplished without cost to the town, and in accordance with [section 22-32\(g\)](#).~~

~~(Code 2003, § 15-55)~~

~~Sec. 22-30. - Minimum size of serviced area.~~

~~The area to which a driveway provides access shall be sufficiently large to store vehicles using the driveway completely off the right-of-way and shall be of sufficient size to allow the functions related thereto to be carried out completely on the private property.~~

~~(Code 2003, § 15-56)~~

~~Sec. 22-31. - Side clearance.~~

~~All portions of the driveway including the returns shall be between the property lines of the property served and shall not encroach on adjoining properties.~~

~~(Code 2003, § 15-57; Ord. of 8-7-2006)~~

~~Sec. 22-32. - Number, width of openings.~~

~~(a) Residential generally. The width of residential driveway entrances shall be limited to 20 feet each as measured along the curbline with not more than two such entrances to the same property. When two entrances are constructed to serve the same residence, there shall be a minimum distance of 25 feet of curb allowed to remain between the driveway entrances measured along the curbline.~~

~~(b) Duplex (two-family). The width of a driveway entrance shall be limited to 20 feet each as measured along the curbline when two entrances are made to the same property, provided there shall be a minimum distance of 25 feet of curbline allowed to remain between the driveways. The width of a single driveway entrance to serve a duplex shall be limited to 24 feet. There shall be no more than two entrances to the same property.~~

~~(c) Multifamily. When driveway entrances are constructed to serve apartment houses, such entrances may be 24 feet in width measured at the curbline with not more than two such entrances to the same property from the same street. When two driveway entrances are constructed, there shall be at least 25 feet between driveway entrances measured at the curbline.~~

~~(d) Joint driveways. The width of a joint driveway, as may be authorized by the zoning department, serving two adjacent pieces of property shall be limited to 24 feet along the curbline, provided no other means of driveway access is reasonably available and the permit for such driveway is signed by the then owner of the adjacent property. There shall be no more than one joint driveway for each two adjacent pieces of general residential property and no more than two joint driveways for each two adjacent pieces of duplex or multifamily residential property.~~

~~(e) Business. Driveway entrances and exits, either or both, constructed to serve business property shall not exceed 35 feet in width and not more than two such curb openings shall be permitted from the same street to serve any business or combined group of businesses such as shopping centers. When two openings are constructed, there shall be a minimum distance of five feet of curb allowed to remain between the driveway entrances.~~

~~(f) *Industrial.* Curb openings made to provide entrances or exits to industrial plants may be 50 feet in width with not more than one such entrance to the same property; except, that the zoning department may approve, without the concurrence of the board of aldermen, a second entrance when it deems such is in the public interest to facilitate ingress and egress to the property. When two or more such industrial driveway entrances are constructed, there shall be a minimum of 50 feet between such entrances as measured at the curblines.~~

~~(g) *Corner lots.* Property having frontage on two intersecting streets within 100 feet of the intersection of such streets shall have access only from the minor or less intensively used street except as may be authorized under [section 22-43](#), and in accordance with [section 22-29](#).~~

~~(Code 2003, § 15-58)~~

~~Editor's note—Refer to the Unified Development Ordinance, contained in Appendix A to this Code, for standards regarding number and width of openings.~~

~~Sec. 22-33. -Relocation, alteration or driveway approaches—Permit required; limitation. Existing driveway approaches shall not be relocated, altered or reconstructed without a permit approving such relocation, alteration or reconstruction. Such driveway approaches when so relocated, altered or reconstructed shall be subject to the limitations set forth in sections [22-33](#) through [22-36](#).~~

~~(Code 2003, § 15-59)~~

~~Sec. 22-34. - Relocation, alteration or driveway approaches—Replacement of curbs.~~

~~When the use of any driveway approach is changed making any portion or all of any driveway approach unnecessary in the opinion of the zoning department, the owner of the abutting property shall, at his own expense, replace all necessary curbs, gutters and sidewalks within 60 days after written notice from the zoning officer.~~

~~(Code 2003, § 15-60)~~

~~Sec. 22-35. -Relocation, alteration or driveway approaches—Reconstruction by abutting property owner.~~

~~When an existing building or structure is served by a driveway approach (not conforming to the provisions of this article) which is demolished, repaired or altered, the owner of the abutting property shall, at his own expense, reconstruct the driveway approach so as to conform to the provisions of sections [22-33](#) through [22-36](#).~~

~~(Code 2003, § 15-61)~~

~~Sec. 22-36. -Driveway approaches; conformance to town standards.~~

~~All work done in the construction of driveway approaches shall conform to town standards for concrete sidewalk and driveway approaches as established in this chapter or by the zoning department. The maintenance department will inspect all such work.~~

~~(Code 2003, § 15-62)~~

~~Sec. 22-37. - Thickness of pavements.~~

~~The thickness of pavement shall not be less than six inches including a top surface of not less than one inch of asphaltic concrete and the stone base.~~

~~(Code 2003, § 15-63)~~

~~Sec. 22-38. - Replacement of existing sidewalks.~~

~~When any driveway entrance is constructed or reconstructed, any existing four inch sidewalk shall be replaced with concrete specifications of 3,000 PSI or of not less than six inches in thickness where the driveway crosses the sidewalk. The pedestrian walk shall be indicated by false cracks or lines in the pavement. The newly constructed section of sidewalk shall be at an elevation or grade approved by the maintenance department.~~

~~(Code 2003, § 15-64)~~

~~Sec. 22-39. - Materials for construction of residential driveways.~~

~~Paving materials used shall be of cement with specifications of 3,000 PSI or asphaltic concrete with a thickness of at least six inches.
(Code 2003, § 15-65)~~

~~Sec. 22-40. - Property owner's responsibility for maintenance and repairs.
Responsibility for maintenance and repairs to new and existing driveway entrances or exits shall rest with the property owner. Upon receipt of a notice to repair damaged pavement, the property owner shall make the necessary repairs within 60 days in accordance with the requirements set forth in this article. If the required repairs and/or maintenance are not completed within the time specified, the maintenance department will complete the necessary repairs and/or maintenance and the owner will be responsible for reimbursing the town. Failure to do so within the specified time will result in a lien being placed upon the property.
(Code 2003, § 15-66)~~

~~Sec. 22-41. - Driveways from state highway streets.
Where the property is to be served by a driveway opening into a state highway street, a permit as required by the state highway commission manual on driveway entrance regulations shall be first submitted to the planning department for its review and approval. The requirements of this article or those of the manual on driveway entrance regulations, whichever is greater, shall be the minimum standards for development.
(Code 2003, § 15-67)~~

~~Sec. 22-42. - Responsibility for damages; use of barricades, lights.
The property owner shall be responsible for removing all debris and surplus materials upon completion of the work and shall maintain the premises in a safe manner, providing adequate barricades and lights at his own expense to protect the safety of the public using adjacent street or sidewalks and shall hold the town free and harmless from all damages for any liability incurred.
(Code 2003, § 15-68)~~

~~Sec. 22-43. - Variances.
The zoning board of adjustment may grant variance from the standards of this article.
(Code 2003, § 15-69)~~

Sections 22-26 through 22-43 shall be reserved.

Section 2. All ordinances in conflict herewith are repealed to the extent of any such conflict. **Section 3.** This ordinance is effective on the 11th day of October 2021.

William D. Feather, Mayor

ATTEST:

APPROVED AS TO FORM:

Aubrey Smith, Town Clerk

Carl M. Short, Town Attorney

ORDINANCE NO. 2021-18

**AN ORDINANCE AMENDING TEXT OF THE TOWN OF GRANITE QUARRY'S
CODE OF ORDINANCES AND UNIFIED DEVELOPMENT ORDINANCE**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE
QUARRY:**

Section 1. Text related to driveway standards will be revised as follows:

New text shown highlighted in yellow

Deleted text shown with strikethrough

Appendix A-Unified Development Ordinance

Chapter 9 Parking

Section 9.6 Driveways

Sec. 9.6. - Driveways.

These driveway requirements do not apply to single-family detached and two-family attached (duplex) residential uses. See Chapter 22, Article II for requirements for all new and existing driveways.

Appendix A-Unified Development Ordinance

Chapter 10 Infrastructure

Section 10.1 Street Standards

Sub Section 10.1.9.4

Driveways.

The number of street and driveway connections permitted serving a single property frontage or commercial development shall be the minimum deemed necessary by the Town or NCDOT for reasonable service to the property without undue impairment of safety, convenience, and utility of the roadway. Normally, not more than two (2) driveways shall be permitted for any single property frontage. The arrangement of driveways should be related to adjacent driveways and nearby street intersections and meet the following criteria:

1. Commercial drives leading to a site in the Commercial or Industrial districts must include vertical curb and gutter as stated in 10.1.5.

2. Residential drives shall be located a minimum of 10 feet from the point of tangency of curb radii of street intersections.

3. Driveways serving streets with traffic volumes in excess of 300 ADT or accessing thoroughfares shall be located a minimum of 250 feet from the point of tangency of the radius of curvature of the intersecting street.

4. Where two (2) driveways are proposed along a single property frontage to facilitate operations, the minimum distance between the centerlines of the drives shall be 200 feet.

5. The minimum distance between the centerlines of driveways into shopping centers or facilities generating in excess of 300 ADT shall be a minimum of 400 feet.

6. Full access driveways open to signalization should be 1000 feet apart. Driveways which access thoroughfares and serve more than 1500 ADT shall provide deceleration lanes in approach to the driveway.

See Chapter 22, Article II for requirements for all new and existing driveways.

Chapter 22- Streets, Sidewalks, and Other Public Places

Article II-Driveways

Sec. 22-25. - Construction specifications.

The construction of driveways shall be according to town specifications as follows:

A. General

- a. It shall be unlawful for any person to break out or cut any street curb for the purpose of constructing a driveway entrance to any property or to construct any driveway across the grass planting strip or sidewalk where curbs do not exist without first obtaining a permit from the Town's Planning Department. A separate permit will not be required where driveway curb cuts are built as a part of a new or reconstructed street.
- b. Plans for curb cuts for new driveways including approach aprons, sidewalks, driveways and parking areas will be approved by the Town's Maintenance Director who will also inspect the final installation.
- c. No driveway shall be permitted to be closer than 5 feet to an adjacent property line. No driveway for a corner lot shall be permitted within 15 feet of the intersecting right-of-way lines.
- d. No driveway shall be permitted so to interfere with a sidewalk intersection, traffic signal, street light standard or support, fire hydrant or water meter.
- e. Driveways shall be constructed so as to prevent stormwater from flowing down from the street onto the driveway. This shall be accomplished by sloping the approach apron (entrance) or driveway itself up from its connection to the road surface, maintaining a valley at the road connection point.
- f. Drainage ditches along roads will be piped under the driveway with a concrete pipe of adequate size to carry the water flow as determined by the Town's Maintenance Director but not less than 15 inches in diameter. Pipe should be

installed as per NCDOT standards and approved by the Town's Maintenance Director.

- g. Driveways connecting to State maintained roads shall be installed per NCDOT driveway standards.
- h. Street pavement, curb and gutters, and sidewalks disturbed during the installation of driveways shall be repaired to like-new condition by the contractor or property owner.
- i. Driveway approach apron shall be constructed of poured concrete at least 6 inches thick on a stone base and at least 24 inches wide or wide enough to connect to new or existing sidewalks. When connected to an existing 4-inch thick sidewalk, that sidewalk shall be replaced with a new 6-inch thick, 3,000 PSI concrete sidewalk at least 5 feet wide (or wider if needed to match existing sidewalks).
- j. When a driveway is relocated on a property, the unused portion of the existing curb cut will be replaced by the property owner. When an existing curb cut or driveway entrance is altered or repaired, it shall be made to conform to all dimensional requirements of this section.
- k. Maintenance responsibility for all driveways including associated curb cuts, sidewalks and driveways will rest with the property owner. After notification, if not repaired within 60 days the Town will undertake needed repairs and bill the property owner for this work. If not paid, the Town will use all legal means to collect the outstanding bill including filling a lien on the property.

B. Residential Driveways

- a. Driveways shall be no less than 12 feet wide and no greater than 20 feet wide.
- b. Residential properties shall have no more than two driveway entrances on one street. **An additional driveway may be allowed on the second street for corner lots if allowed per Section 22-25 B.e. below.**
- c. Driveway material shall be a minimum of:
 - i. 4-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Pressure compacted 4-inch thick asphalt over a 6" compacted stone base or,
 - iii. Brick pavers over sand on a compacted soil base or,
 - iv. Pervious tiles installed per manufacturer's directions or,
 - v. Decorative rock laid over compacted stone base or,
 - vi. Other paving materials as might be approved by the Town's Maintenance Director
- d. Driveway shall be installed per industry standards and manufacturer's instructions. Settable materials such as concrete shall be installed using removable forms (excavated dirt edge shall not be used as the form) and after forms are removed, dirt backfill shall be used to bring the adjacent lawn area up to the driveway top elevation. Non-settable materials shall be installed with an edging material (landscape timbers, metal edging, poured concrete edging, etc.) to prevent future erosion of the paving material.

- e. For safety purposes, driveways for corner lots shall access the less traveled of the two intersecting roads.
 - i. This requirement may be waived at the discretion of the Zoning Administrator if:
 - 1. existing development along the more traveled road makes the addition of another driveway a negligible impact,
 - 2. the additional driveway access onto the more traveled road would have minimal safety impact,
 - 3. the access onto the less traveled road would create unsafe conditions at the intersection,
 - 4. the difference in obvious traffic movements of the two roads is negligible,
 - 5. or, the physical dimensions of the corner lot makes using the lesser traveled road an unreasonable impediment to development on the lot.

C. Commercial Driveways

- a. Commercial driveways shall be no less than 25 feet wide and no greater than 35 feet wide. Wider driveways may be approved during the site plan review process.
- b. Commercial properties shall have no more than two driveway entrances on each street. Corner lots may have 2 driveway entrances on each street.
- c. Driveway material shall be a minimum of:
 - i. 4-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Pressure compacted 4-inch thick asphalt over a 6" compacted stone base or,
 - iii. Other paving materials as might be approved by the Town's Maintenance Director
 - iv. Maintenance Director may require thicker pavement if high truck traffic volume is expected.
- d. Driveway shall be installed per industry standards and manufacturer's instructions.

D. Industrial Driveways

- a. Driveways shall be no less than 35 feet wide and no greater than 50 feet wide. Wider driveways may be approved during the site plan review process.
- b. Industrial properties shall have no more than two driveway entrances on one street.
- c. Driveway material shall be a minimum of:
 - i. 6-inch thick 3,000 psi poured concrete over a 4" compacted stone base or,
 - ii. Other paving materials as might be approved by the Town's Maintenance Director
 - iii. Maintenance Director may require thicker pavement if high truck traffic volume is expected.

d. Driveway shall be installed per industry standards and manufacturer's instructions.

E. Variances

a. Dimensional requirements of this section can be altered by the issuance of a variance by the Town's Board of Adjustment when their strict enforcement would cause undue hardship on the property owner or make the intended use of the property impossible. Variances may not be issued merely as a matter of cost savings.

(Code 2003, § 15-51)

~~Sec. 22-26. -Permit required~~

~~It shall be unlawful for any person to break out any street curb for the purpose of constructing a driveway entrance, or to construct any driveway across the grass plot or sidewalk, without first obtaining a written permit from the public works department.~~

~~(Code 2003, § 15-52)~~

~~Sec. 22-27. --Supervision of work.~~

~~Any and all work performed under the provisions of this article shall be done under the supervision of the public works department.~~

~~(Code 2003, § 15-53)~~

~~Sec. 22-28. -Paving generally.~~

~~All driveway entrances constructed or reconstructed upon the street rights-of-way of the town shall be paved in the manner described in this article.~~

~~(Code 2003, § 15-54)~~

~~Sec. 22-29. - Proximity to intersections, hydrants, etc.~~

~~No driveway entrance shall be permitted to intersect the radius of any street corner or be so located that it interferes with intersection sidewalks (or no closer than 25 feet to the intersection of right of way line, whichever is greater), traffic signals, lamp standards, fire hydrants or other public improvements unless specific approval is obtained from the public works department and necessary adjustments to public improvements or installations are accomplished without cost to the town, and in accordance with [section 22-32\(g\)](#).~~

~~(Code 2003, § 15-55)~~

~~Sec. 22-30. - Minimum size of serviced area.~~

~~The area to which a driveway provides access shall be sufficiently large to store vehicles using the driveway completely off the right of way and shall be of sufficient size to allow the functions related thereto to be carried out completely on the private property.~~

~~(Code 2003, § 15-56)~~

~~Sec. 22-31. - Side clearance.~~

~~All portions of the driveway including the returns shall be between the property lines of the property served and shall not encroach on adjoining properties.~~

~~(Code 2003, § 15-57; Ord. of 8-7-2006)~~

~~Sec. 22-32. - Number, width of openings.~~

~~(a) Residential generally. The width of residential driveway entrances shall be limited to 20 feet each as measured along the curbline with not more than two such entrances to the same property. When two~~

entrances are constructed to serve the same residence, there shall be a minimum distance of 25 feet of curb allowed to remain between the driveway entrances measured along the curbline.

(b) *Duplex (two-family)*. The width of a driveway entrance shall be limited to 20 feet each as measured along the curbline when two entrances are made to the same property, provided there shall be a minimum distance of 25 feet of curbline allowed to remain between the driveways. The width of a single driveway entrance to serve a duplex shall be limited to 24 feet. There shall be no more than two entrances to the same property.

(c) *Multifamily*. When driveway entrances are constructed to serve apartment houses, such entrances may be 24 feet in width measured at the curbline with not more than two such entrances to the same property from the same street. When two driveway entrances are constructed, there shall be at least 25 feet between driveway entrances measured at the curbline.

(d) *Joint driveways*. The width of a joint driveway, as may be authorized by the zoning department, serving two adjacent pieces of property shall be limited to 24 feet along the curbline, provided no other means of driveway access is reasonably available and the permit for such driveway is signed by the then owner of the adjacent property. There shall be no more than one joint driveway for each two adjacent pieces of general residential property and no more than two joint driveways for each two adjacent pieces of duplex or multifamily residential property.

(e) *Business*. Driveway entrances and exits, either or both, constructed to serve business property shall not exceed 35 feet in width and not more than two such curb openings shall be permitted from the same street to serve any business or combined group of businesses such as shopping centers. When two openings are constructed, there shall be a minimum distance of five feet of curb allowed to remain between the driveway entrances.

(f) *Industrial*. Curb openings made to provide entrances or exits to industrial plants may be 50 feet in width with not more than one such entrance to the same property; except, that the zoning department may approve, without the concurrence of the board of aldermen, a second entrance when it deems such is in the public interest to facilitate ingress and egress to the property. When two or more such industrial driveway entrances are constructed, there shall be a minimum of 50 feet between such entrances as measured at the curbline.

(g) *Corner lots*. Property having frontage on two intersecting streets within 100 feet of the intersection of such streets shall have access only from the minor or less intensively used street except as may be authorized under [section 22-43](#), and in accordance with [section 22-29](#).

(Code 2003, § 15-58)

Editor's note—Refer to the Unified Development Ordinance, contained in Appendix A to this Code, for standards regarding number and width of openings.

~~Sec. 22-33. -Relocation, alteration or driveway approaches—Permit required; limitation.~~

~~Existing driveway approaches shall not be relocated, altered or reconstructed without a permit approving such relocation, alteration or reconstruction. Such driveway approaches when so relocated, altered or reconstructed shall be subject to the limitations set forth in sections [22-33](#) through [22-36](#).~~

~~(Code 2003, § 15-59)~~

~~Sec. 22-34. - Relocation, alteration or driveway approaches—Replacement of curbs.~~

~~When the use of any driveway approach is changed making any portion or all of any driveway approach unnecessary in the opinion of the zoning department, the owner of the abutting property shall, at his own expense, replace all necessary curbs, gutters and sidewalks within 60 days after written notice from the zoning officer.~~

~~(Code 2003, § 15-60)~~

~~Sec. 22-35. -Relocation, alteration or driveway approaches—Reconstruction by abutting property owner.~~

~~When an existing building or structure is served by a driveway approach (not conforming to the provisions of this article) which is demolished, repaired or altered, the owner of the abutting property shall, at his own expense, reconstruct the driveway approach so as to conform to the provisions of sections [22-33](#) through [22-36](#).~~

(Code 2003, § 15-61)

~~Sec. 22-36. - Driveway approaches; conformance to town standards.~~

~~All work done in the construction of driveway approaches shall conform to town standards for concrete sidewalk and driveway approaches as established in this chapter or by the zoning department. The maintenance department will inspect all such work.~~

(Code 2003, § 15-62)

~~Sec. 22-37. - Thickness of pavements.~~

~~The thickness of pavement shall not be less than six inches including a top surface of not less than one inch of asphaltic concrete and the stone base.~~

(Code 2003, § 15-63)

~~Sec. 22-38. - Replacement of existing sidewalks.~~

~~When any driveway entrance is constructed or reconstructed, any existing four inch sidewalk shall be replaced with concrete specifications of 3,000 PSI or of not less than six inches in thickness where the driveway crosses the sidewalk. The pedestrian walk shall be indicated by false cracks or lines in the pavement. The newly constructed section of sidewalk shall be at an elevation or grade approved by the maintenance department.~~

(Code 2003, § 15-64)

~~Sec. 22-39. - Materials for construction of residential driveways.~~

~~Paving materials used shall be of cement with specifications of 3,000 PSI or asphaltic concrete with a thickness of at least six inches.~~

(Code 2003, § 15-65)

~~Sec. 22-40. - Property owner's responsibility for maintenance and repairs.~~

~~Responsibility for maintenance and repairs to new and existing driveway entrances or exits shall rest with the property owner. Upon receipt of a notice to repair damaged pavement, the property owner shall make the necessary repairs within 60 days in accordance with the requirements set forth in this article. If the required repairs and/or maintenance are not completed within the time specified, the maintenance department will complete the necessary repairs and/or maintenance and the owner will be responsible for reimbursing the town. Failure to do so within the specified time will result in a lien being placed upon the property.~~

(Code 2003, § 15-66)

~~Sec. 22-41. - Driveways from state highway streets.~~

~~Where the property is to be served by a driveway opening into a state highway street, a permit as required by the state highway commission manual on driveway entrance regulations shall be first submitted to the planning department for its review and approval. The requirements of this article or those of the manual on driveway entrance regulations, whichever is greater, shall be the minimum standards for development.~~

(Code 2003, § 15-67)

~~Sec. 22-42. - Responsibility for damages; use of barricades, lights.~~

~~The property owner shall be responsible for removing all debris and surplus materials upon completion of the work and shall maintain the premises in a safe manner, providing adequate barricades and lights at his own expense to protect the safety of the public using adjacent street or sidewalks and shall hold the town free and harmless from all damages for any liability incurred.~~

(Code 2003, § 15-68)

~~Sec. 22-43. - Variances.~~

~~The zoning board of adjustment may grant variance from the standards of this article.~~

(Code 2003, § 15-69)

Sections 22-26 through 22-43 shall be reserved.

Section 2. All ordinances in conflict herewith are repealed to the extent of any such conflict. **Section 3.** This ordinance is effective on the 11th day of October 2021.

William D. Feather, Mayor

ATTEST:

APPROVED AS TO FORM:

Aubrey Smith, Town Clerk

Carl M. Short, Town Attorney

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
	Planning Board 6pm				FD Aux Port-a-Pit	Fiddler's Convention
10	11	12	13	14	15	16
	Business After Hours 5pm BoA Regular Mtg. 7pm		Centralina Board of Delegates Mtng 5pm	CAC 6pm		Granite Fest 3pm Concert Begins 7pm
17	18	19	20	21	22	23
	P.E.R.C. 5pm ZBA 5:30pm	Revitalization 3:30pm		Power in Partnership Breakfast 7:30am		
24	25	26	27	28	29	30
			MPO TAC 5:30pm			
31						

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Planning Board 6pm	Election Day				
7	8	9	10	11	12	13
	Business After Hours 5pm BoA Regular Mtg. 7pm		Centralina Executive Board Mtng 5pm			
14	15	16	17	18	19	20
	P.E.R.C. 5pm ZBA 5:30pm	Revitalization 3:30pm	MPO TAC 5:30pm	Power in Partnership Breakfast 7:30am		
21	22	23	24	25	26	27
				Thanksgiving Office Closed	Office Closed	
28	29	30				