



**TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, November 4, 2019**

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

Staff: Interim Town Manager Larry Smith, Town Clerk/HR Officer Tanya Word, Town Planner Steve Blount, Fire Chief/Maintenance Supervisor Jason Hord, Finance Officer Shelly Shockley, Town Attorney Chip Short, Deputy Clerk/Finance/HR Analyst Aubrey Smith, Planning Coordinator Holly-Anne Franco

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

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

Pledge of Allegiance: The Pledge of Allegiance was led by Scout Spencer Chandler.

1. Approval of the Agenda:

Mayor Feather presented the requested changes which included moving the Audit Report from item 9a, to 4a under Guest Presentations; added an Offer to Purchase Town Property as a new item 8a under Old Business; and sending item 6c, the Rezoning of Grateful Heart Ministries, back to the Planning Board without holding the Public Hearing.

Alderman Linker proposed adding the Chiefs' presentation as the new item 5a under Town Events.

ACTION: Mayor Pro Tem LaFevers made a motion to accept the agenda with modifications. Alderman Costantino seconded the motion. The motion passed with Mayor Pro Tem LaFevers, Alderman Costantino and Mayor Feather in favor and Aldermen Cress and Linker opposed.

Alderman Linker expressed concern over not holding the Rezoning Public Hearing after many people showed up to be heard. Mayor Feather encouraged the citizens to speak during the public comments.

2. Approval of the Consent Agenda:

A. Approval of the Minutes

- 1) Regular Board Minutes – October 7, 2019
- 2) Recess Minutes – October 10, 2019

3) Recess Minutes – October 11, 2019

4) Special Called Meeting Minutes – October 25, 2019

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

C. Financial Reports

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

3. Citizen Comments

- Melissa Efird, 603 Hillside Street, Landis - spoke in favor of hand-delivering code enforcement paperwork and increasing deadlines to return paperwork.
- Margaret Waynick, 420 St. Luke Church Rd., - spoke in favor of increasing deadlines for code enforcement paperwork and asked whether it was necessary to enforce codes on accessory buildings.
- Thomas Brown, 706 Dunns Mtn. Rd., - spoke in favor of the rezoning of Grateful Heart Ministries.
- Eva Mae Cress, 411 Dunns Mtn. Rd. - spoke in support of the pastors of Grateful Heart Ministries.
- Bryan Smith, 1515 S. Salisbury Ave., Spencer - spoke in favor of the rezoning of Grateful Heart Ministries.
- Brenda Morgan, 410 Rockcreek Rd., Rockwell - spoke in favor of the rezoning of Grateful Heart Ministries.
- Johnny Morgan, 410 Rockcreek Rd., Rockwell - spoke in favor of the rezoning of Grateful Heart Ministries.
- Willie Moses, 706 Dunns Mtn. Rd. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Matthew Fullam, 2450 Hwy 152 E - spoke in favor of the rezoning of Grateful Heart Ministries.
- Drake Morgan, 1250 Shuping Mill Rd., Salisbury - spoke in favor of the rezoning of Grateful Heart Ministries.
- Nathan Harrell, 1115 Grady St. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Debbie Fullam, 2450 Hwy 152 E. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Pamela Smith, 1113 Crosby St. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Mary Ponds, 709 S. Salisbury Ave. - spoke in favor of sending the rezoning of Grateful Heart Ministries back to the Planning Board for further review.
- Randy Reynolds, 706 Dunns Mtn. Rd. - spoke in favor of the rezoning of Grateful Heart Ministries.
- Alanzo Jones, 330 Moon Circle, Salisbury - spoke in favor of the rezoning of Grateful Heart Ministries and stated that the traffic wouldn't increase.
- Mike Brinkley - spoke in favor of continuing the moratorium for the electronic gaming, returning the proposed electronic gaming rezoning to the Planning Board for further review, and completing the streets and sidewalks jointly.

4. Guests and Presentations **Review and Accept Audit**

Eddie Carrick of Eddie Carrick, CPA, PC handed out a “cheat sheet” with highlights and discussed the FY 18-19 Audit with the Board.

ACTION: Mayor Pro Tem LaFevers made a motion to approve the auditor’s report. Alderman Linker seconded the motion. The motion passed with all in favor.

5. Town Events

- A. Backpack and Toy Drive** - Chief Hord spoke about a backpack and toy drive by Jarrell Imes sponsored by GQFD and GQPD. The collection will start November 5th and run through December 9th.
- B. Medication Collection** - Chief Cook spoke about the medication collection effort and the adding additional collection points including Price Pharmacy, Novant Health and Rowan Diagnostic in Faith.
- C. Food Drive** – is up and going until Tuesday, December 31st. The collection box is in the lobby of Town Hall.
- D. Christmas Trees Go Up Around Granite Lake Park** – Monday, December 1st – Friday, December 6th.
- E. Santa at the Park/Tree Lighting** – Saturday, December 7th at Granite Lake Park 3:00 p.m. – 5:00 p.m. Tree lighting at 5:00 p.m.

6. Public Hearings

A. Project Profile Trail

This item was continued from the August 5, 2019, September 3, 2019, and October 7, 2019 meetings. There was a request to close the Public Hearing with no action taken. Based on conversation with the site consultant, “the project is currently on hold while the company analyzes a few things.”

Opened: Mayor Feather opened the public hearing at 7:43 p.m.

There were no public comments.

Closed: Mayor Feather closed the public hearing at 7:44 p.m. with no action taken.

B. Comprehensive Plan Update

Mayor Feather read a brief statement regarding the updating process for the Comprehensive Plan.

The Board discussed some of the comments from the Comprehensive Plan Public Workshop that was held by the Planning Board and asked the Town Planner for clarification.

Opened: Mayor Feather opened the public hearing at 7:48 p.m.

The Board reviewed comments from the Planning Board Public Workshop.

Comments: Mayor Feather opened the floor for citizen comments.

- Ed Shell, 510 Lewis Street - spoke in opposition of the Comprehensive Plan Update. Mr. Shell expanded on statements made during the Comprehensive Plan Public Workshop held by the Planning Board.

Closed: Mayor Feather closed the public hearing at 8:01 p.m.

The Board discussed the Comprehensive Plan updates and the need for clarification and some possible revisions before approval.

ACTION: Alderman Costantino made a motion to send the Comprehensive Plan back to the Planning Board for review. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

The Board asked that the items discussed at the Public Hearing be considered by the Planning Board. The Board will send their questions and comments to the Town Planner.

7. Town Manager's Updates

A. Project Updates

Mr. Smith reviewed the progress of some of the Board's major goals and projects including recodification of the ordinances and the Town Square project.

8. Old Business

A. Offer to Purchase Town Property 316 S. Main Street

Mayor Feather read the memo regarding the offer to purchase 316 S. Main Street.

ACTION: Alderman Costantino made a motion to accept the offer to purchase the property at 316 S. Main Street. Alderman Cress seconded the motion. The motion passed with all in favor.

Board discussion included whether a fee would be associated with the Town leasing the property for use as a limb and leaf storage facility while another site was found and the closing date. There was clarification that there would not be a fee.

The Board gave Mr. Smith direction to move forward with accepting the offer.

B. Committee Updates

- i. Parks and Recreation** – Mayor Pro Tem LaFevers shared about the Family Fun Fest held on October 19, 2019.
- ii. Revitalization** – Aldermen Costantino stated the Revitalization project would be discussed later in the meeting.

C. ORDINANCE NO. 2019-10 Electronic Gaming Text Amendment Presentation

Based on Board of Aldermen feedback, staff respectfully recommends that the Table of Uses be amended to show Electronic Gaming Operations as a Conditional Use in the HI zoning classification and keep the restrictions as currently adopted in Section 4.6.4. NOTE: A key sentence in that text says, "...*shall be prohibited within one hundred (100) feet of any residential structure.*" Since the measurement in this language is from structure to structure instead of structure to zoning district, there would be property in the current HI

zoned property that could be used for the Electronic Gaming Operation, eliminating the concern that this amendment effectively was zoning this legal operation out of business.

Please see the attached map and proposed text amendment.

ACTION: Alderman Linker made a motion to extend moratorium for 30 days and send the Electronic Gaming Text Amendment back to the Planning Board. Alderman Costantino seconded the motion. The motion passed with all in favor.

9. New Business and Action Items

- A. 316 S. Main Street Agency Agreement Renewal** (Victor Poplin) – the current listing [between The Town of Granite Quarry and Select Properties of the Carolinas, LLC] has expired and the Real Estate Agent Victor Poplin has requested to renew the agreement until the December 31, 2019.

ACTION: Mayor Pro Tem LaFevers made a motion to renew the agreement between The Town of Granite Quarry and Select Properties of the Carolinas, LLC until December 31, 2019. Alderman Costantino seconded the motion. The motion passed with all in favor.

B. RESOLUTION NO. 2019-21 Recodification of Ordinances

A Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, Authorizing the Mayor to Enter into A Three-Year Agreement with Municode to Provide Recodification, Supplementation and Online Code Hosting Services.

At the February Planning Retreat, Town Clerk Tanya Word summarized the recodification of ordinances process, and responses received from a Request for Proposals from recodification vendors. The Board approved budgeting \$11,950 in FY19-20 for the recodification process.

We have now completed and confirmed an updated copy of the code of Ordinances to be able to formally begin the recodification process. The Clerk has received an updated proposal from Municode for (a) recodification in the amount of \$11,950; (b) My Municode annually \$1,195 (Fee is waived for the first year).

An Information Sheet and Project Work Plan (PWP) is attached.

ACTION: Alderman Linker made a motion authorizing the Mayor to enter into a three-year agreement with Municode for their Recodification, Supplementation and Online Code Hosting Services. Alderman Cress seconded the motion. The motion passed with all in favor.

- C. RESOLUTION NO. 2019-22** – A Resolution of the Board of Aldermen of the Town of Granite Quarry, North Carolina, accepting the March 1, 2019 General Records Retention and Disposition Schedule as Issued by The North Carolina Department of Natural and Cultural Resources for Local Government Agencies.

According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, the Town of Granite Quarry is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how significant.

Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, A Glossary of Archival and Records Terminology). Town of Granite Quarry must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."

ACTION: Alderman Linker made a motion to approve Resolution No. 2019-22 to accept the March 1, 2019 General Records Retention and Disposition Schedule for Local Government Agencies as Issued by the North Carolina Department of Natural and Cultural Resources for Local Government Agencies. Alderman Costantino seconded the motion. The motion passed with all in favor.

D. Police Patrol Vehicle Purchase – Based upon the prescribed population formula, the Town of Faith's reimbursement amount for this year's Police budget is \$153,243. Faith Board representatives on the Joint Police Authority (JPA) advised us in June that they could only commit to reimbursing \$146,000 at that time (shy \$7,243) ... but agreed to reconvene and reassess the towns' financial positions at the end of the 1st quarter.

- The cost of a new Patrol Vehicle (\$ 41,000) was therefore included in the adopted FY19-20 budget, but its purchase was delayed until at least the end of the 1st quarter for further JPA review and assessment.
- The JPA met 9/25/19. Chief Cook advised that preliminary completion of the Town of Granite Quarry's audit shows \$16,904 in FY18-19 unspent funds carrying over into this FY. Also, as of 9/25/19, difficulty staffing the 2 FT officer positions this year had already resulted in additional unspent funds of \$25,354 within this FY as well. The total of these two things = \$ 42,258.

The JPA has approved moving forward with the patrol car purchase, based on those items clearly covering the cost of the vehicle (i.e., even if it hadn't already been budgeted).

Since the Granite Quarry Town Board had specifically considered Faith's reimbursement amount itself as part of the budget adoption, staff felt it best to double check back with the Board to make sure it concurs with the purchase based on the above reasoning. Under this reasoning, the Town of Granite Quarry indeed does not expend any more funds than what we already planned and budgeted, but the Town of Faith would still only be reimbursing \$146,000 for this fiscal year.

Town of Granite Quarry FY19-20 Adopted Budget, page 4

There was consensus from the Board that the reasoning behind the patrol car purchase satisfied the concerns noted by the Board as part of its FY19-20 Budget adoption.

ACTION: Alderman Linker made a motion to move forward with the purchase of the Police Patrol vehicle. Alderman Costantino seconded the motion. The motion passed with all in favor.

- E. Town Hall Upgrades** - During this year's budget planning process, the Town Board determined it was not feasible to proceed with the full Town Hall Renovation project in light of other major projects and priorities to which Granite Quarry was already committed in this fiscal year. The Board asked staff to look into any possible Town Hall upgrades that we could potentially accomplish within this fiscal year that might still make a positive impact in downtown revitalization.

Attached is a spreadsheet of the proposed upgrades and their estimated construction costs only.

The Building Committee has reviewed the proposal with the Revitalization Team. The Committee recommends approval from the Board to move forward with the project.

ACTION: Mayor Pro Tem LaFevers made a motion to approve moving forward with planning the Town Hall Upgrades project at a project scope not to exceed \$299,999. Alderman Cress seconded the motion. The motion passed with all in favor.

Staff will work with RBS to refine the specifications and costs and then bring back a final Project Ordinance to the Board for review that appropriates the finalized construction costs, architectural/construction administration fees, contingencies, and so forth per the General Statutes and Generally Accepted Accounting Principles (GAAP).

- F. Streets and Sidewalk Project** – In August the Board voted to revise the scope of this year's street & sidewalk repairs to a \$350,000 Capital project, to be paid back using the \$50,000 from the next 7 years of Powell Bill Funds.

Staff had to compile a full financial picture of current projects before the Local Government Commission (LGC) could even consider our request. On October 10th we passed the pre-application conference with the LGC for our proposal, so they've now given us the actual application to begin completing for their formal review process.

We can of course continue to proceed with *both* streets and sidewalks included in the financing proposal. An idea we have bounced off LGC and DOT though is whether we should consider separating sidewalks from the financing & application, since that would:

- Allow us to move forward with sidewalk repairs sooner (possibly even before winter)
- Give us more “bang for our buck” through bidding streets and sidewalks separately
- Simplify the application & financing proposals to a streets-only construction project

The Town’s current Powell Bill fund balance is \$84,724.

ACTION: Mayor Pro Tem LaFevers made a motion to:

1. Use up to \$84,724 of our current Powell Bill fund balance toward beginning a Sidewalk repairs project now.
2. Continue with the LGC application and financing proposal as a ~~Streets-only~~ Streets and Sidewalk project less that amount.

Alderman Cress seconded the motion. The motion passed with all in favor.

The Board clarified by consensus that the intention was to begin immediate work on sidewalk repairs for major needs and combine the Streets and Sidewalks Project for the LGC application and financing proposal.

G. Maintenance Department Surplus

There was a request from the Maintenance Department for the following:

- 1988 Chevrolet C2500 Convey to Town of Faith Public Works Department
(G.S. 160A-280) Convey to non-profits, sister cities, and other units of government – does not apply to schools
- Older cordless Dewalt Drill and Impact – Doesn’t Work

There was Board discussion concerning whether the items should be given away or sold on GovDeals.

ACTION: Alderman Linker made a motion to list the 1988 Chevrolet C2500 and cordless Dewalt Drill and Impact on GovDeals. Alderman Costantino seconded the motion. The motion passed with all in favor.

H. Board Appointments – Planning Board

Received applications from:

- Jared Mathis lives in the ETJ
- Jamie Vanhoy lives in Town

NOTE: *There are vacancies on the Planning Board for:*

- Town (Alt)
- ETJ (Alt)

ACTION: Alderman Costantino made a motion to appoint Jared Mathis to the Planning Board as alternate for the ETJ district and Jamie Vanhoy to the Planning Board as a Town alternate. Alderman Linker seconded the motion. The motion passed with all in favor.

- I. Budget Amendment Request #2** – To transfer funds from Fund Balance Appropriated (01-3991-99) in an amount not to exceed \$6,500 to Maintenance Contracted Services (01-4190-60) for an emergency repair to the culvert located at the State Employee’s Credit Union site.

ACTION: Alderman Linker made a motion to approve Budget Amendment #2 as presented. Alderman Costantino seconded the motion. The motion passed with all in favor.

J. Proclamation – Veterans Day

Mayor Feather recognized the Proclamation regarding Veterans Day in the Board packet.

10. Board Comments - There were no Board comments.

11. Mayor’s Notes – Announcements and Date Reminders

- A. Food Drive** – Going on now through December 31. A collection box is in the lobby of Town Hall
- B. Town Hall Offices Closed** – Monday, November 11 in observance of Veterans Day
- C. Rowan Chamber Business After Hours** – Monday, November 11, 5:00 p.m.– 7:00 p.m., Salisbury Eyecare & Eyewear, 205 E. Council St., Suite B.
- D. Planning Board Meeting** – Tuesday, November 12, 5:30 p.m.
- E. CCOG Executive Board Meeting** – Wednesday, November 13, 6:00 p.m.
- F. Parks, Events and Recreation Committee Meeting** – Monday, November 18, 5:00 p.m.
- G. Revitalization Team Meeting** – Tuesday, November 20, 10:00 a.m. **updated*
- H. Cabarrus-Rowan County MPO Meeting** – Wednesday, November 27, 5:30 p.m.
- I. Town Hall Offices Closed** – Thursday, November 28 & 29 in observance of Thanksgiving
- J. Board of Aldermen Organizational Meeting and Swearing in Ceremony of Newly Elected Officials** – Monday, December 2, 7:00 p.m.

12. Closed Session

Motion to Go into Closed Session

ACTION: Mayor Pro Tem LaFevers made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) for the discussion of personnel matters, and N.C. General Statutes Section 143-318.11(a)(5) to establish and instruct staff on the material terms of a proposed agreement for the acquisition of town property by purchase, option, exchange, or lease of town property on behalf of the Town. Alderman Linker seconded the motion. The motion passed with all in favor.

The Board took a five-minute break before the start of the closed session.

Mayor Feather left during the break.

Motion to Come Out of Closed Session

ACTION: Mayor Pro Tem LaFevers made a motion to return to open session. Alderman Costantino seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion for staff to move forward with the planning and necessary documents for possible purchase of property related to leaf and limb storage. Alderman Cress seconded the motion. The motion passed with all in favor.

13. Adjournment

ACTION: Alderman Linker made a motion to adjourn. Alderman Cress seconded the motion. The motion passed with all in favor. The meeting was adjourned at 9:04 p.m.

Respectfully Submitted,

Aubrey Smith

Deputy Clerk

AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT

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

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

dated _____
dated 10/12/2018
dated _____
dated _____
dated _____

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

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

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

Price shall be changed from \$ _____ to \$ _____.

Other amendments: _____

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

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

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

Client: _____ Date: _____

Client: _____ Date: _____

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

By: _____ Date: _____

Name: _____ Title: _____

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

By: [Signature] Date: 4.22.19
Authorized Representative



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

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into between Town of Granite Quarry as Seller(s) ("Seller") of the property described below (the "Property"), and Select Properties of the Carolinas as Listing Firm ("Firm"). The individual agent who signs this Agreement on behalf of the Firm shall, on behalf of the Firm, be primarily responsible for ensuring that the Firm's duties hereunder are fulfilled; however, it is understood and agreed that other agents of the Firm may be assigned to fulfill such duties if deemed appropriate by the Firm. For purposes of this Agreement, the term "Firm," as the context may require, shall be deemed to include the individual agent who signs this Agreement and any other agents of the Firm.

Seller represents that as of the Effective Date the Seller is not (or will not be, if the Property is currently listed) a party to a listing agreement with any other real estate firm regarding the Property. Seller also represents that Seller has received a copy of the "WORKING WITH REAL ESTATE AGENTS" brochure and has reviewed it with Firm.

1. TERM OF AGREEMENT.

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

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

- ☒ The Effective Date shall be the date that this Agreement has been signed by both Seller and Firm
☐ The Property is currently listed for sale exclusively with another real estate firm. Seller represents that the current listing agreement expires on _____. The Effective Date of this Agreement shall commence immediately upon the expiration of the current listing agreement. (NOTE: According to Article 16 of the REALTORS® Code of Ethics: "REALTORS® shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other REALTORS® have with clients.")

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

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

Street Address: 316 S Main Street

City: Granite Quarry

County: Rowan

Zip 28072

, North Carolina

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

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

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

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

4. FIRM'S COMPENSATION.

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

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

- (i) If a ready, willing and able buyer is procured by Firm, a Cooperating Real Estate Firm, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;
- (ii) If the Property is sold, optioned, exchanged, conveyed or transferred, or the Seller agrees, during the Term of this Agreement or any renewal hereof, to sell, option, exchange, convey or transfer the Property at any price and upon any terms whatsoever; or

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



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

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

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

(iii) Seller's breach of this Agreement.

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

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

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

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

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

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

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

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

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Individual agent initials Q Seller initials WJ

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

7. MARKETING:

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

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

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

(b) Marketing Authorization.

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

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

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

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

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

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

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

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

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

9. **SELLER REPRESENTATIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

Lender Name: _____

Approximate balance: \$ _____ Lender Phone#: _____

Lender Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) restrictive covenants affecting the Property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Individual agent initials

Seller initials

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

- (1) Prior to the time dual agency occurs, Firm will act as Seller's exclusive agent;
- (2) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts. Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

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

- (1) Seller has the responsibility of making Seller's own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;
- (2) Seller is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

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

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

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

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

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

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

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

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

15. WIRE FRAUD WARNING.

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

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

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

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

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

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

Seller: Town of Granite Quarry
Print Name Signature Date

Contact Information: Home Work Cell Email

Mailing Address:

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

Contact Information: Home Work Cell Email

Mailing Address:

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

By: _____ Date: _____

Name: _____ Title: _____

Contact Information: Home Work Cell Email

Mailing Address:

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

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

Office Address: 430 Skysail Rd, Salisbury, NC 28146

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



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

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

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

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

Owner Signature: [Signature] MAYOR Town of Granite Quarry Date 10-12-12

Owner Signature: _____ Date _____

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

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

RESOLUTION NO. 2019-21

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF
GRANITE QUARRY, NORTH CAROLINA, AUTHORIZING THE MAYOR TO ENTER
INTO A THREE-YEAR AGREEMENT WITH MUNICODE TO PROVIDE
RECODIFICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING
SERVICES**

WHEREAS, the Town of Granite Quarry desires to execute an award of agreement for recodification, supplementation and online code hosting services; and

WHEREAS, the agreement has been reviewed by staff and recommends entering into agreement with Municode, attached hereto as Exhibit "A", and incorporated by reference herein; and

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

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

SECTION 1.

The Mayor is hereby authorized to enter into a agreement with Municode to provide codification services and execute a three-year contract for \$11,950 which shall end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with (60) sixty days written notice.

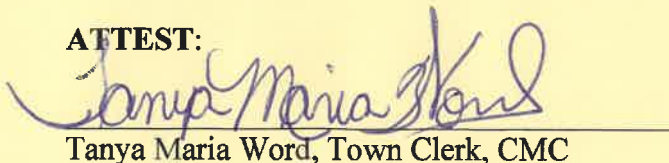
SECTION 2.

This Resolution shall become effective immediately upon its passage.

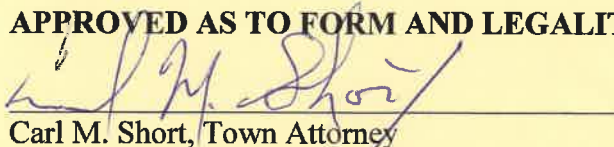
**DULY PASSED AND APPROVED BY THE TOWN BOARD OF ALDERMEN OF
THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 4TH DAY OF
NOVEMBER 2019.**


William D. Feather, Mayor

ATTEST:


Tanya Maria Word, Town Clerk, CMC

APPROVED AS TO FORM AND LEGALITY:


Carl M. Short, Town Attorney



RECODIFICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

Granite Quarry, North Carolina

October 29, 2019 – Quote valid for 90 days



Scott Horton

East Coast Regional Executive

Phone 919-830-3358 Email SHorton@municode.com

PO Box 2235 Tallahassee, FL 32316



GovTech Top 100 Innovators in
2016, 2017 & 2018



LETTER OF INTEREST

October 29, 2019

Ms. Tanya Word
Town Clerk
PO Box 351
Granite Quarry, NC 28072 0351

via email: clerk@granitequarrync.gov

Ms. Word:

Thank you for speaking with East Coast Regional Executive Scott Horton regarding the recodification of the Town's Code of Ordinances. This proposal will provide the scope of services and pricing details for the recodification process, which will result in an official Code of Ordinances that is free from internal conflicts and inconsistencies, conforms to the laws of the State of North Carolina, and is easily accessible in print and online to staff and citizens alike. Our staff includes 11 in-house professional codification attorneys who have completed hundreds of codification and recodification projects nationwide. We will be happy to provide a recent Legal Review Memorandum sample upon request.

With over 68 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,500 municipalities throughout the United States (including 166 in North Carolina) and host over 3,500 municipal codes online via our code hosting platform, MunicodeNEXT. Whether it's through the legal codification or recodification process, full-service or self-service supplementation options, online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our local government clients with innovative products, superior technology and excellent customer service. We invite you to visit our corporate website at <https://www.municode.com/> to explore our full suite of government services.



Municode provide Code publishing services to 166 municipalities in North Carolina including many near Granite Quarry.

Our Supplement team includes 14 teams of Legal Editors and Proofreaders who are dedicated to providing the most accurate and efficient supplement process possible for the ongoing maintenance of your new code. Our code hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for government codes – allowing your staff and citizens to have access to your current code and all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Customers who trust Municode with both their online codes and their municipal website enjoy the added benefit of a unified search engine. With a simple button click, you can easily filter your website search results to pull up all matches within your online Code of Ordinances.

To start the recodification process, simply make your selections on pages 3-5 of this proposal and fill in and sign the signature page on page 13. If you have any questions on this proposal or need help choosing your options, please contact Scott (SHorton@municode.com, 919-830-3358) or our Vice President of Client Services, Steffanie Rasmussen (steff@municode.com, 800-262-2633 ext. 1148). As the Vice President of Sales, I also welcome your call or questions at any time. We hope to have the opportunity to work with you on this important project!

Sincerely,



Dale M. Barstow

Dale M. Barstow
Vice President of Sales
Phone: 800-262-2633 ext. 1225

EXECUTIVE SUMMARY

Recodification, Supplementation and Website Hosting

*Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT***

- ★ **Recodification** **\$11,950¹**
- Timeline **10-12 months**

A full-time, Municode attorney will legally review the ordinances, not just a code editor. We will research all legislation against the State Constitution, State Law, and the Charter, and ordinances will be compared to Code content to determine if there are inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure. We will also provide State Law references within the code and hyperlinks to internal references within the code. We will provide a legal memorandum containing recommended options and conduct a conference to review the memorandum and recommendations. Our team will edit the text of your code to reflect proper grammar and stylistic consistency; create a subject matter index; create all tables (contents, State Law reference, prior code comparison, and ordinance disposition); and insert graphics into the printed and electronic versions of the code. A draft code will be provided to you for final review prior to printing and shipment.

- ★ **Supplement Service** (single column per page rate) **\$19**
Municode does not charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.
- ★ **Online hosting = MunicodeNEXT! (first year of online service at no charge!)** **\$450²**
The online code is only \$450 for our standard service. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$1,195 annually, with the first year of online service at no charge!

¹ Please see page 3 for additional pricing details.

² Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

RECODIFICATION QUOTATION SHEET

Recodification base cost, includes

\$11,950³

- ★ All legislation received prior to the attorney conference or established cutoff date
- ★ Receipt, review and organization of materials, including Charter and Uniform Development Code
- ★ Legal analysis & research by a full-time, Municode attorney
 - ★ Preparation of legal memorandum by a Municode attorney
- ★ Conference with attorney (make selections below)
- ★ Implementation of approved legal findings
 - ★ Updating State Law references
 - ★ Editorial preparation and proofreading
 - ★ Page formatting (make selections below)
 - ★ Indexing
- ★ Tables⁴, Graphics⁵ & tabular matter⁶
- ★ Final proofreading and corrections
- ★ Quality control review and printing
 - ★ 3 printed copies, to include 3-post stamped binders and tabs
- ★ Adopting ordinance prepared by a Municode attorney

Conference Selection:

- ☐ On-site conference, each **Attorney time, travel, lodging and per diem**
☒ Teleconference or web-based conference, 3-hour session **No charge⁷**

Format Elections (Please check or circle desired elections below)

Font: Times New Roman - Will be used as the font unless otherwise indicated.

Other choices include: Palatino, Century Gothic, Gill Sans, Arial, Bookman, Garamond, and New Century Schoolbook

Binder Color: ☐ Semi-Bright Black ☐ Dark Blue ☐ Hunter Green ☒ Burgundy
Binder Stamping Color: ☒ Gold ☐ Silver

Items not included in base cost

- ★ Freight **Actual**
- ★ State sales tax **If applicable**
- ★ Post your code on MunicodeNEXT **See selections on page 5**

Payments for recodification project - Your project can be budgeted over two fiscal years

★ Execution of Agreement	\$4,180
★ Submission of the Legal Memorandum	\$2,990
★ Submission of Draft Code	\$2,990
★ Delivery	Balance

³ Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

⁴ The following tables will be created and are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table.

⁵ Includes printing all copies.

⁶ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁷ For the initial 3-hour session, then \$150 per hour thereafter.

SUPPLEMENTATION QUOTATION SHEET

Supplement Service Base Page Rate⁸

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index
- ★ Schedule as selected by you⁹
- ★ Updating electronic versions¹⁰ and online code
- ★ Printing 3 copies

Base page rate above excludes:

- ★ Freight
- ★ State sales tax
- ★ Images, Graphics¹¹ & tabular¹² matter, each
- ★ MyMunicode or online code

Actual
If applicable
\$10
Selections on page 5

Electronic media options for Code of Ordinances (sent via download)¹³

<input type="checkbox"/> Folio Bound Views	\$295 initially then \$100 per update
<input type="checkbox"/> WORD (DOCX)	\$150 initially then \$75 per update
<input type="checkbox"/> Adobe PDF of the code	\$150 initially then \$75 per update
<input type="checkbox"/> Adobe PDF of each supplement	\$150 initially then \$75 per update

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

⁸ All prices quoted in this section may be increased annually in accordance with the Consumer Price Index – Bureau of Labor Statistics.

⁹ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹⁰ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹¹ Includes printing of all copies.

¹² Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹³ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

WEBSITE HOSTING QUOTATION SHEET (MunicodeNEXT)



Online features can be purchased on an a la carte basis, or through our MyMunicode bundle for the best value. Please visit our online library of over 3,500 codes on MunicodeNEXT [here](#). You can learn more about our standard and premium online services [here](#).

Please check the appropriate box (es) to indicate your selection:

STANDARD WEB HOSTING

- ☐ **Online Code = MunicodeNEXT**, annually  **Fee waived for first year of online service!** **\$450**
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc.


OPTIONAL SERVICES

- ☐ **CodeBank** annually **\$150**
Permanent online collection of previous versions of the code.
- ☐ **OrdBank** annually (or per ordinance)  **\$325 (\$35)**
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- ☐ **OrdBank + OrdLink** annually (or per ordinance) **\$425 (\$60)**
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- ☐ **CodeBank Compare + eNotify**¹⁴ annually  **\$250**
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- ☐ **MuniPRO** Service annually **\$295**
Search over 3,500 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- ☐ **Custom Banner** one-time fee **\$250**
Customize MunicodeNEXT to match the look of your website.
- ☐ **MuniDocs**¹⁵ annually – *first 3 months service at no charge!* **\$350**¹⁶
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- ☒ **MyMunicode** annually **Fee waived for the first year of online service!** **\$1,195**¹⁷
Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner

RECOMMENDED ADDITIONAL SERVICE (See pages 11 & 12 to review additional services)

- ☐ **MunicodeMEETINGS** Agenda Management Software, annually  **\$3,400**
Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

¹⁴ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁵ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹⁶ Includes up to 25 GB storage. Quote for additional storage is available upon request.

¹⁷ Total value if each item were to be purchased a la carte would be approximately \$1,470 per year with participation in our OrdBank service.

COMPANY PROFILE

History, Mission, and Team

With over 68 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is located just south of Portland in Lake Oswego, Oregon. We also have individual team members working in several states across the country.



Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES

Recodification & Republication Summary

During the recodification process, the attorney assigned to your project will organize and examine every Chapter, Title and Section of your Code in order to ensure that it is free from internal conflicts and inconsistencies and conforms to the laws of the State of North Carolina. Your Municode attorney will be available to consult with you and your staff at any time during the recodification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the code. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you. Notations can be added in the code to reference legislation adopted by reference, if elected.

Attorney Analysis and Review of Material. Your Municode attorney, along with his/her team of legal editors, proofreaders and indexers will be assigned to this project. Our legal team will research the Code and all legislation submitted by you to ensure conformity with state statutes. The ordinances will also be compared to Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be included later at an agreed upon page rate. We will suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will work with you to determine the desired formatting and style of the new code, and will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law References within the code. Editorial notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Index, Graphics and Tables. Our team will create a hierarchical, subject matter Index and all tables (contents, State Law Reference, prior code comparison and ordinance disposition) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

Post Conference Code Draft. After editing and proofreading, a post-conference Code Draft incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you

for final review prior to printing and shipping. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. After the code draft is provided additional material can be added to the project for an additional charge.

Adopting Ordinance. Our attorney will provide an adopting ordinance upon completion of the recodification.

Printing and Binding. We will print your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, 3-post leatherette binders (with 4 color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.

The time frame for completion of the recodification project is within **10 to 12 months**, excepting any delays occasioned by the Town. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the Code is adopted and republished. To ensure a successful project completion, it's important that a conference is held to discuss the findings of the Legal Memorandum within 30 days of its receipt, and that the subsequent Code Draft we provide be returned within 45 days with any revisions noted. If the Code draft is not returned within 45 days, additional update fees may apply.

Your participation in the Scope of Services for Recodification & Republication of the code is anticipated to be as follows:

- ★ Provide all ordinances and code material, preferably in WORD format;
- ★ Provide images, graphics and tabular matter, preferably in original format;
- ★ Be available to answer any questions from the Municode Attorney conducting the project;
- ★ Attend the conference to discuss the findings of the Legal Memorandum;
- ★ Work with the Municode Attorney to resolve the findings of the Legal Memorandum;
- ★ Work with Municode to determine the desired formatting and style of the new code;
- ★ Return the draft code to Municode with any revisions noted;
- ★ Adopt the newly recodified code.

Supplementation Services

Municode's full-service supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. Supplements can be provided on the schedule of your choice. In addition to printed supplements, we can deliver the updates in Word, PDF and/or Folio formats.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide you with h "always up to date" **electronic update services within 10 to 15 days** at the same per page rate quoted for printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service.

A recent analysis of our 2018 printed supplement Services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to Municode during the preparation, printing and maintenance of the code will be corrected at no cost. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".
2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated and whether the Table of

Contents in the front of the code and at the Chapter/Title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing code.

3. Indexing – If an Index is elected, your supplement will now be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online code will be updated within 3 days and any electronic products requested will be provided. You will receive notification that the website has been updated via email. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, and ship your supplement to you unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



Website Hosting Services (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT, includes both Standard and Premium features, designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. With our MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge. We encourage you to visit our online library of over 3,500 codes hosted on MunicodeNEXT: <https://library.municode.com/>.

ADA compliance is multi-faceted. All HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant and will scale to the viewport of any modern smartphone or tablet running iOS, Android, or Windows Phone 7 or higher. Web application accessibility techniques continue to involve and improve as technology advances. Municode is committed to making accessibility an import part of ongoing product updates. Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a restful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. We actively monitor the status of our hosting facility. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested. Biometric authentication is required to enter the data center facility, and anyone entering the premises must be either active customers or authorized vendors with badge and PIN access. Each rack is locked with a combination lock to prevent unauthorized entry or access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Carbon Black to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines and mobile devices. Carbon Black actively scans all file access on all endpoints of our network and quarantines any suspected malware, immediately sending notification to our systems administration staff. We use Nimble and 3Par SANs for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

Our powerful search engine allows users enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. Our application also conforms to Level AA of the Web Content Accessibility Guidelines 2.0.

MunicodeNEXT Premium Feature Summary

- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A “modified,” “removed” or “added” badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdBank** will create one click access to every amendatory ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders.
- ★ **OrdLink** will create highlights within your online code to help users identify what amendatory ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search over 3,500 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ Our **MuniDocs** feature has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately.

ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

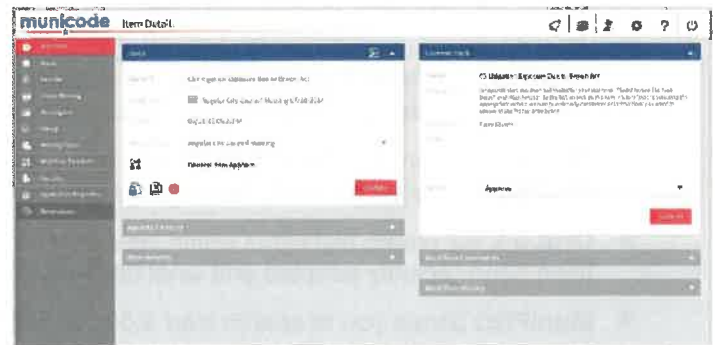


☐ **Request MunicodeWEB
Demo/Proposal**

Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!



Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our “single click publishing” will provide you with automatic agenda and packet creations.

☐ **Request MunicodeMEETINGS Demo/Proposal (see pricing page 5)**

Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (<https://www.pointandpay.com/>) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

☐ **Request Point and Pay Demo/Proposal**

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.



Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.



JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

☐ **Request MCCi Demo/Proposal**

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **enCodePlus** assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCodePlus** has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCodePlus** can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>



☐ **Request enCodePlus™ Demo/Proposal**

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Town of Granite Quarry, North Carolina.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: Dale M. Barstow

Title: Dale M. Barstow, Vice President of Sales

Date: October 29, 2019

Accepted by:

TOWN OF GRANITE QUARRY, NORTH CAROLINA

Signature: William Feather

Printed Name: William Feather

Title: Mayor

Date: 11/4/19



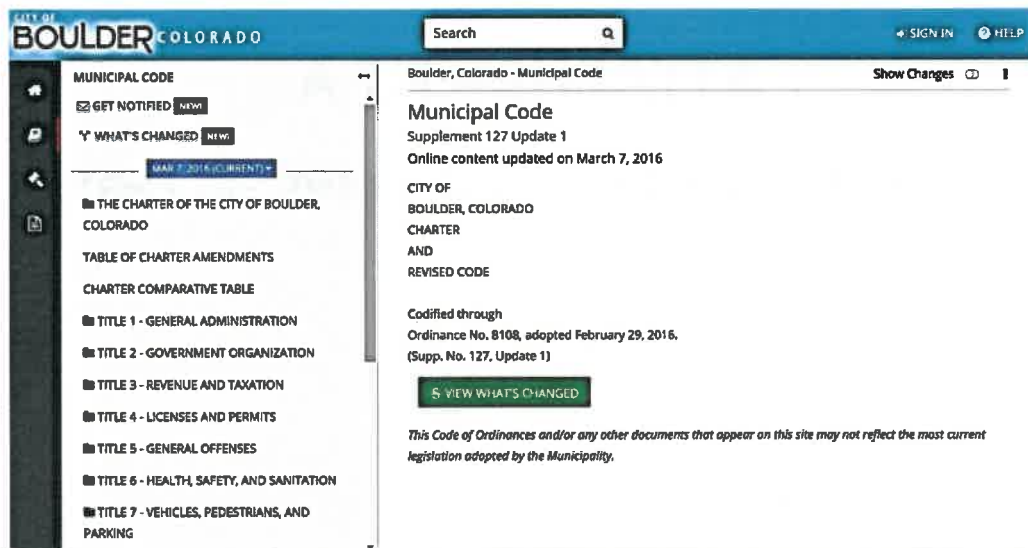
ATTACHMENT A

MunicodeNEXT Standard & Premium Features

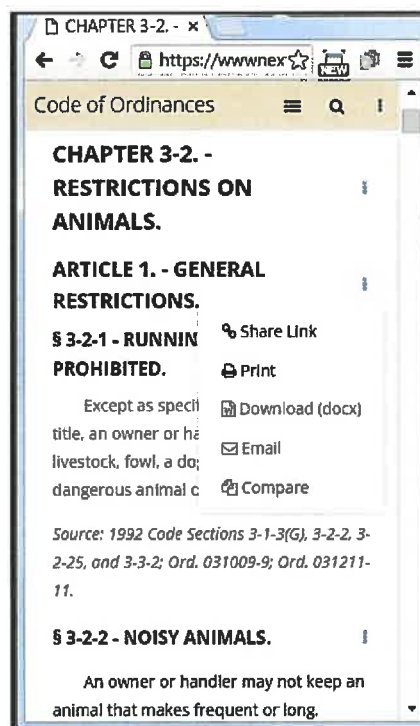


STANDARD FEATURES OF MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

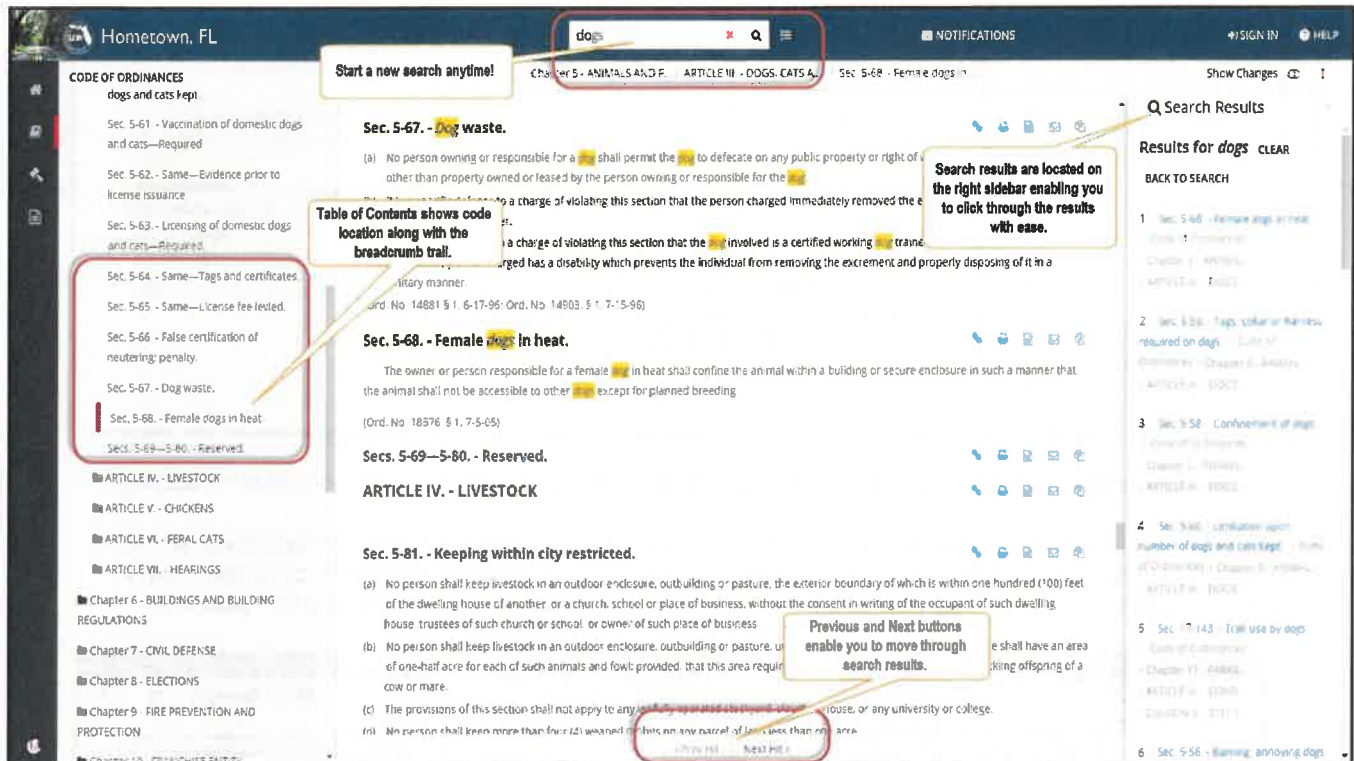


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



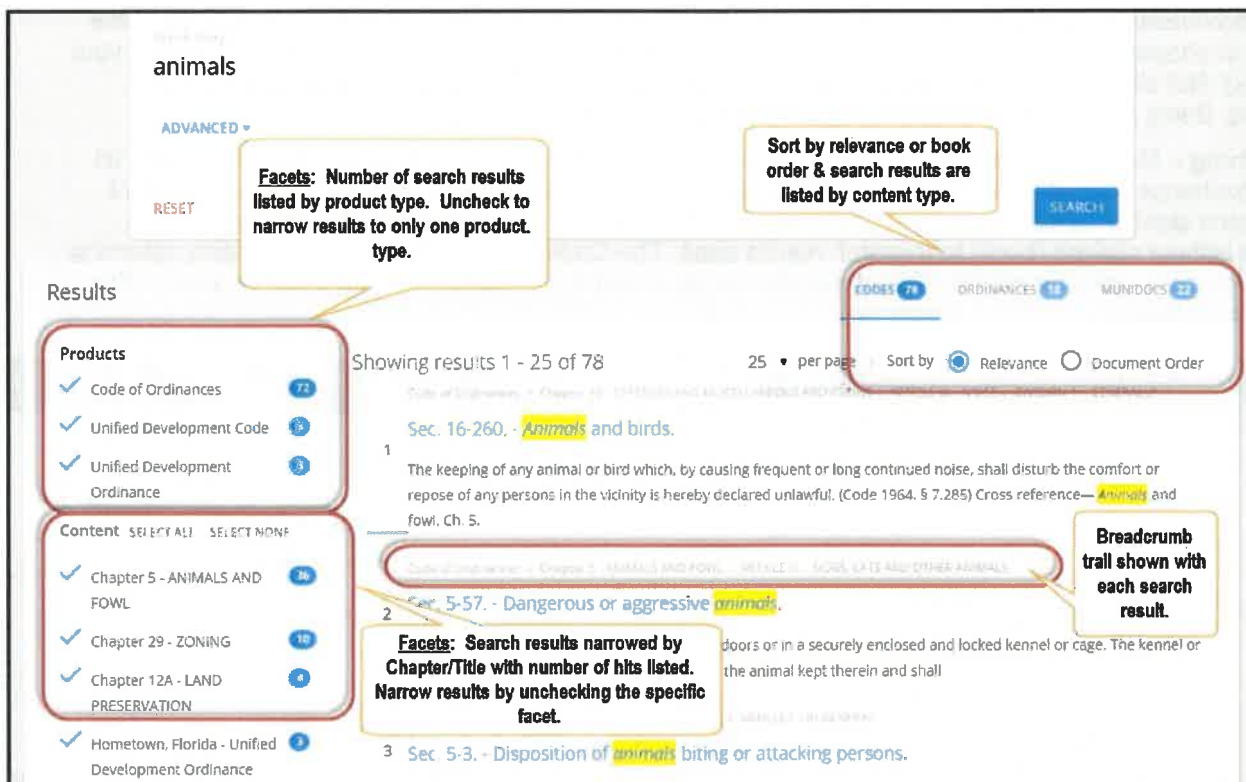
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



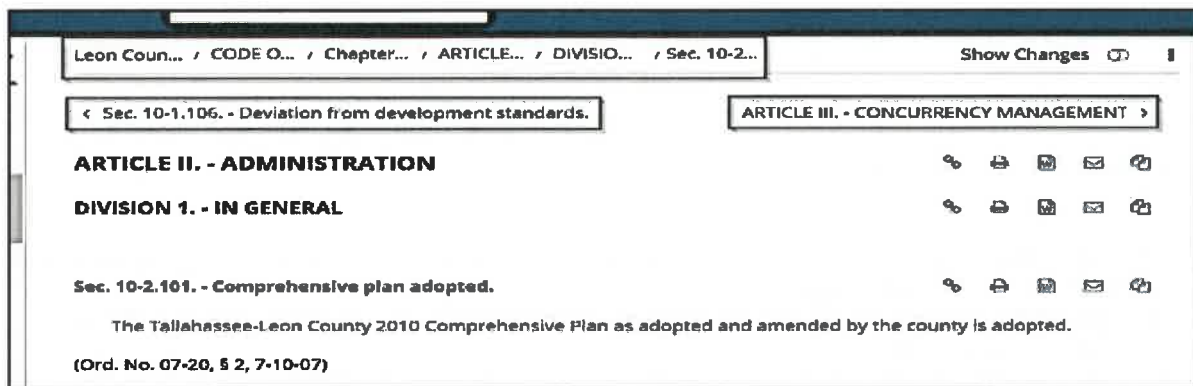
Municode Search Components:

- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



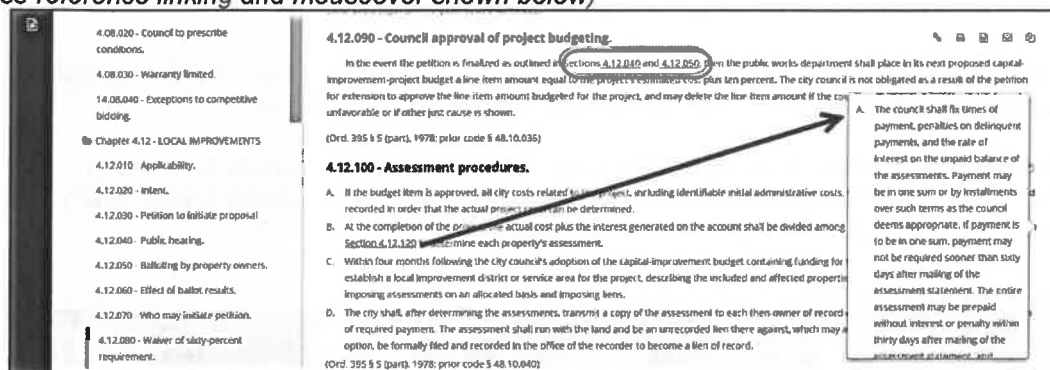
Search enhancements provided with our latest website upgrade include (see screenshot above):

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

PREMIUM FEATURES OF MunicodeNEXT

Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

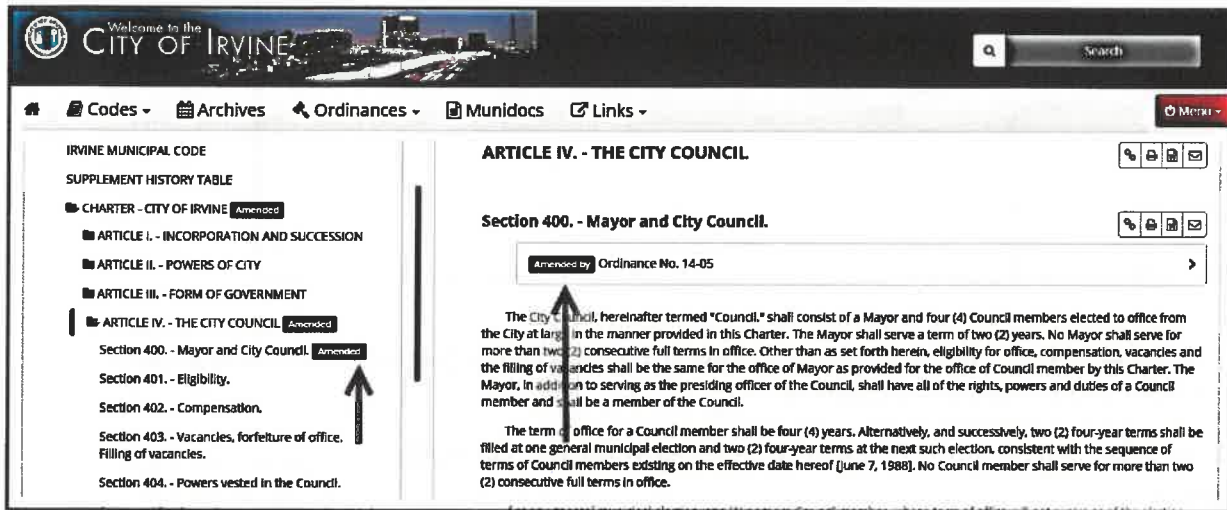
(Hyperlinked ordinance in text)

The screenshot shows the City of Arvada's Code of Ordinances page. The left sidebar lists various divisions, including "DIVISION 6. - WATER FEES AND RATES". The main content area displays the text of Ordinance 102-161.5, which is hyperlinked. The text includes a reference to "Ord. No. 4027, § 1, 10-16-2006" and "Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008". The right sidebar shows a list of changes and a "Show Changes" button.

(One-Click access to the original ordinance in the OrdBank Repository)

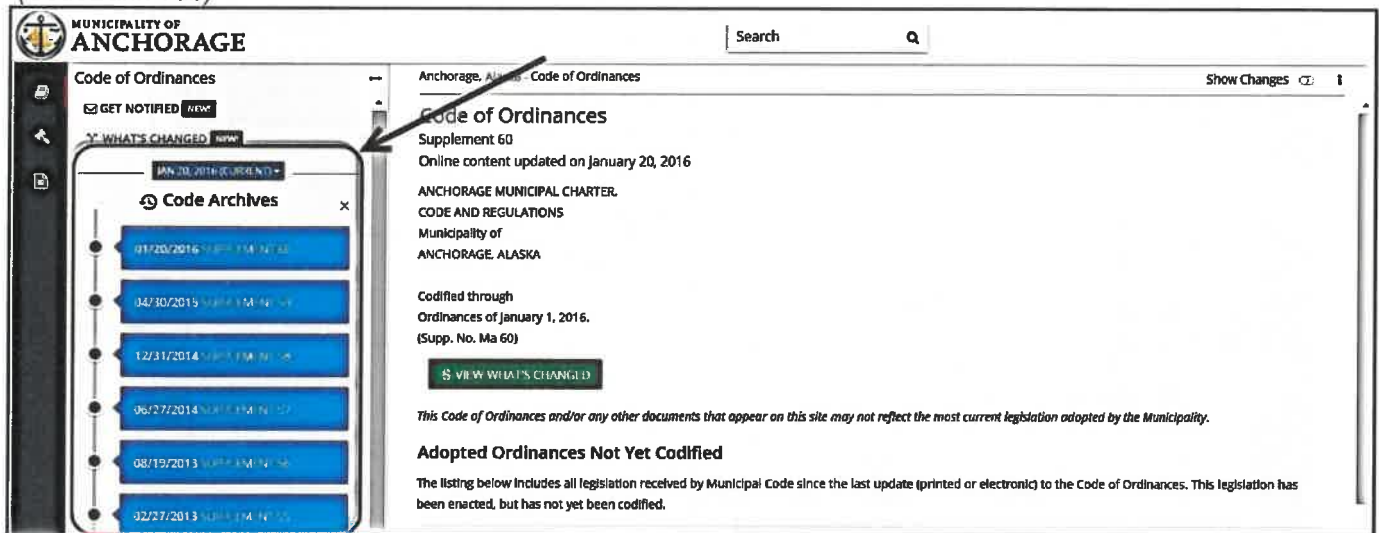
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OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated. This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

☒ **Get Notified**

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

What is your email address?
Enter email

First Name
Last Name

Select One

Code

☐ Unified Development Code

☐ Unified Development Ordinance

☒ Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Search

Code of Ordinances

Chapter 2.30 RULES OF PROCEDURE FOR ASSEMBLY

2.30.010 Organization, election of chair and vice-chair.

2.30.020 **Public hearing officer**

2.30.030 **Meetings**

2.30.040 Appearance requests and audience participation.

2.30.050 Introduction of ordinances: action on ordinances.

2.30.060 Content of public hearing.

2.30.065 Public hearings and action on proposed resolutions.

2.30.070 Voting.

Anchorage, Alaska - Code of Ord... TITLE 2 - LEGISLATIVE BRANCH Chapter 2.30 RULES OF PROCEDURE

K. Executive sessions.

1. The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:

a. Pending legislative matters, including pending legislation;

b. Labor negotiations with municipal employees;

c. Matters that the **Assembly determines to be confidential or that it would clearly affect an adversely an interest in the financial of the municipality or**

d. **Matters which would tend to damage or impair the reputation and the ability of performing projects provided the person may request public disclosure**

e. **Matters which by law, municipal charter, or contract are required to be confidential; or**

f. **Matters involving confidential or governmental records that by law are not subject to public disclosure.**

2. No official action may be taken in executive sessions except by the direction of an authority or authority regarding a specific legal matter or **pending legislative matters.** Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:

a. If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further action taken from the matter are otherwise barred.

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS

SUPPLEMENT HISTORY TABLE

TITLE 2 - LEGISLATIVE BRANCH Chapter 2.30 RULES OF PROCEDURE 2.30.030 - Meetings

TITLE 2 - LEGISLATIVE BRANCH Chapter 2.50 - INITIATIVES, REFERENDUMS, AND PETITIONS 2.50.050 - Effect of vote.

TITLE 3 - ADMINISTRATION / Chapter 3.20 - EXECUTIVE ORGANIZATION 3.20.010 - Executive and administrative order.

(Show changes button and a custom banner are shown below)

Bonita Springs Florida

Search

Code of Ordinances

GET NOTIFIED NEW

WHAT'S CHANGED NEW

JAN 29, 2016 CURRENT

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE (updated)

CHARTER

ARTICLE I. - [IN GENERAL]

ARTICLE II. - [EFFECTIVE DATE]

Bonita Springs, Florida - Code of Ordinances

Code of Ordinances

Supplement 2

Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

Codified through Ordinance No. 15-27, enacted December 2, 2015.

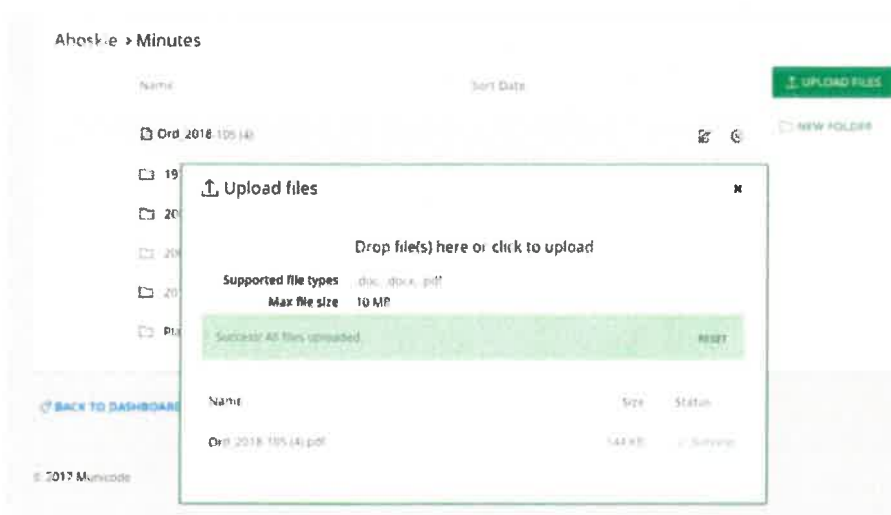
VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

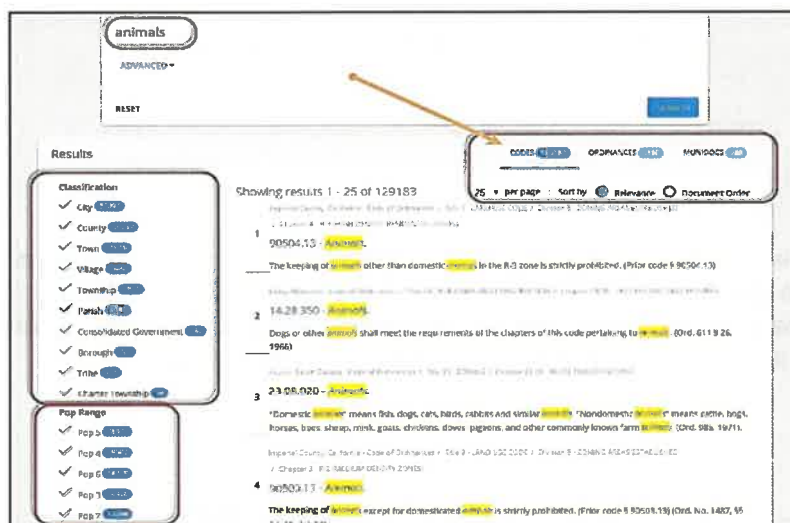
Name
<input type="checkbox"/> Minutes
<input type="checkbox"/> Agendas
<input type="checkbox"/> Budgets
<input type="checkbox"/> Resolutions
<input type="checkbox"/> Applications
<input type="checkbox"/> Forms
<input type="checkbox"/> Policies
<input type="checkbox"/> Manuals
<input type="checkbox"/> Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



MuniPRO. MuniPRO Searching allows you to search the over 3,500 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



RESOLUTION NO. 2019-22

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF
GRANITE QUARRY, NORTH CAROLINA, ACCEPTING THE MARCH 1, 2019
GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE AS ISSUED BY
THE NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL
RESOURCES FOR LOCAL GOVERNMENT AGENCIES**

WHEREAS, "Public Record" means any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data-processing record, artifact, or other documentary material, despite physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions; and

WHEREAS, without a records retention program, public records can accumulate, causing the need for additional storage space, and without a schedule for disposal, valuable documents can be mistakenly discarded; and

WHEREAS, the Municipal Records Retention and Disposition Schedule is endorsed by the Division of Archives and History and the Department of Cultural Resources; and,

WHEREAS, the Town of Granite Quarry currently uses the Municipal Records Retention and Disposition Schedule for record retention and disposal; and

WHEREAS, the Municipal Records Retention and Disposition Schedule was updated on March 1, 2019; and,

WHEREAS, the Town Board of Aldermen, have determined that the proposed schedule is in the best interest of the Town of Granite Quarry to adopt this schedule attached hereto this Resolution as "Exhibit A" as recommended by the State Archives of North Carolina; and

WHEREAS, the Town of Granite Quarry recognizes that the new update requires a specific Agency Policy date for records to be discarded "when Administrative value ends;" and,

WHEREAS, the Town of Granite Quarry regards three (3) years as a valuable time for any records to be retained, save those records that are required to be kept longer per said schedule.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY accepts the revised Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Service Branch in accordance with the provision of Chapters 121 and 132 of the General Statutes of North Carolina, dated March 1, 2019, a copy of which is on file in the office of the Town Clerk; and,

BE IT FURTHER RESOLVED THAT THE TOWN BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA deems the appropriate time to retain all records to be discarded "when Administrative value ends" as a period of no less than three (3) years.

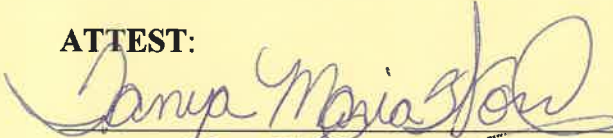
BE IT FURTHER RESOLVED that this schedule is to remain in effect from the date of adoption until it is reviewed and updated.

Adopted this the 4th day of November, 2019



William D. Feather, Mayor

ATTEST:



Tanya Maria Word, Town Clerk, CMC

