TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN
REGULAR MEETING MINUTES
Monday, February 8, 2021
7:00 p.m.

Present: Mayor Bill Feather, Mayor Pro Tem John Linker, Alderman Jim Costantino *(via video conference)*, Alderman Kim Cress, Alderman Doug Shelton

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

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

Determination of Quorum / Announcing Remote Participants: Mayor Feather determined there was a quorum present. Alderman Costantino connected though the video conferencing platform.

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

Pledge of Allegiance: The Pledge of Allegiance was led by Scout Tucker Fisher, Troop 379.

1. **Approval of the Agenda**
   There was discussion regarding a request to remove the closed session item from the agenda.

   ACTION: Mayor Pro Tem Linker made a motion to approve the agenda with the removal of item 18-Closed Session. Alderman Cress seconded the motion. The motion passed 4-0.

2. **Approval of the Consent Agenda**
   A. **Approval of the Minutes**
      1) Regular Meeting Minutes January 11, 2021
   B. **Departmental Reports**
   C. **Financial Reports**

   ACTION: Mayor Pro Tem Linker made a motion to approve the consent agenda as presented. Alderman Costantino seconded the motion. The motion passed 4-0.

3. **Citizen Comments**
   - Richard Luhrs, 802 N. Main GQ Street – asked the Board to move forward with the Planning Board's recommendation to appoint Mike Brinkley.

4. Guests and Presentations

Space Needs Assessment Presentation — Danny Ray Norman, Jr., AIA

Architect Danny Ray Norman, Jr. spoke about the space needs assessment. Mr. Norman handed out a color copy of the plans in addition to the black and white version included in the agenda packet. He pointed out that the plans were ADA compliant and were designed to address space needs for at least the next ten years, possibly twenty to thirty years.

Mayor Pro Tem Linker asked about the design of the fire department stairs which Mr. Norman said could be addressed. Alderman Shelton asked about the necessity of the patio. Mr. Norman stated it wouldn't hurt the design plan if it was just a roof instead. Alderman Shelton asked what portions of the upstairs plan would be tied to downstairs if the redesign was split. Mr. Norman stated the elevator, stairwells, and plumbing would be the largest items.

5. Town Manager's Update

Manager Smith referenced his report in the agenda packet and asked the Board for direction on postponing the Planning Retreat after feedback was received from individual Board members. By Board consensus, the new Planning Retreat date was set for Friday, March 19, 2021. The Budget Workshop date was set for Thursday, March 25, 2021. A draft agenda will be sent to the Board for review.

Manager Smith referenced an addendum that he emailed to the Board and handed out regarding the Lake Park wall repair. Repairs to the retaining wall near the steps and the steps themselves were estimated at $2,400. Manager Smith stated that unless the Board had any objections, the plan was to proceed with these repairs.

Repairs to the wall along Highway 52 were estimated between $8,500 and $10,000. This repair will require more extensive drainage, footings, and backfill work, so the contractor advised the Town to wait until summer to dry this area out as much as possible first. Staff is therefore planning this repair in the upcoming fiscal year budget to be handled in July. Alderman Shelton was in favor of taking care of the full repairs in the current fiscal year. Mayor Feather stated the repair to the retaining wall along Highway 52 should be revisited at the March meeting.

Old Business — None

New Business

6. Agreement — Southern Software

Annual Support Agreement for existing software for 2021-2022 (September 14, 2021 – September 13, 2022) in the amount of $3,011.00

ACTION: Mayor Pro Tem Linker made a motion to approve. Alderman Shelton seconded the motion. The motion passed 4-0.

7. LI Rezoning Update

Planner Blount shared an update on the LI Rezoning process and made the Board aware of items recommended for approval by the Planning Board that will be brought before the Board of Aldermen at the regular meeting in March.

Alderman Costantino stepped away from his computer at 7:40 p.m. and returned at 7:46 p.m.

Public Hearings will be scheduled for the March meeting to provide residents an opportunity to comment on each proposed item.

8. Planning Board Appointment Recommendation

The Board of Aldermen reviewed the recommendation from the Planning Board that Mike Brinkley be appointed to the vacant Planning Board town resident seat with an expiration of 7/31/2023.

ACTION: Alderman Shelton made a motion to accept the Planning Board's recommendation. Alderman Costantino seconded the motion. The motion passed 3-2. Alderman Shelton and Alderman Costantino were in favor. Mayor Pro Tem Linker and Alderman Cress were opposed. Mayor Feather broke the tie and voted in favor.

9. Community Appearance Commission Appointment Recommendation

The Board of Aldermen reviewed the recommendation from the Community Appearance Commission that Semone Brisson be appointed to the vacant Community Appearance Commission ETJ seat with an expiration of 7/31/2021.

ACTION: Mayor Pro Tem Linker made a motion to approve Semone Brisson as the appointee to the Community Appearance Commission. Alderman Costantino seconded the motion. The motion passed 4-0.

10. NCDOT Bicycle and Pedestrian Planning Grant

ACTION: Mayor Pro Tem Linker made a motion to authorize the Town Manager to proceed with the NCDOT Bicycle and Pedestrian Planning Grant award. Alderman Costantino seconded the motion. The motion passed 4-0.

11. Clyde Adams Memorial Plaque Options Chief Cook

The Board discussed the options and materials for the Clyde Adams memorial plaque presented by Chief Cook in the agenda packet. There was Board consensus to move forward with the indoor option for now and revisit the idea of an outdoor plaque after a future remodel.

12. Additional Street Light Proposal Chief Hord

Chief Hord presented his recommendations for additional street lighting and answered questions from the Board regarding cost, placement, and design.

ACTION: Mayor Pro Tem Linker made a motion to approve all the street lighting requests, with the exception of the lighting on the streets near the Credit Union that will be looked at further. Alderman Cress seconded the motion. The motion passed 4-0.

13. Annexation Municipal-Owned Satellite Properties

Staff recommended a motion to adopt Resolution 2021-01, stating the intent of the Town to annex Town-owned satellite property and setting the date for public hearing on the matter for April 12, 2021.

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

14. Annexation Petition for Voluntary Satellite Annexation

Staff recommended a motion to adopt Resolution 2021-02, directing the Clerk to investigate a petition received under North Carolina General Statutes 160A-58.1.

ACTION: Mayor Pro Tem Linker made a motion to approve the petition for voluntary satellite annexation. Alderman Costantino seconded the motion. The motion passed 4-0.

15. Offer to Purchase Town-Owned Property 352 061

ACTION: Mayor Pro Tem Linker made a motion to decline the Offer to Purchase parcel 352 061 from an interested party. Alderman Cress seconded the motion. The motion passed 4-0.

16. Board Comments

- Alderman Costantino thanked everyone for thoughts, prayers, calls, and cards during his and Brenda's illness.
- Alderman Shelton questioned the reasoning behind the decision to remove the closed session item from the agenda. Alderman Costantino stated that he would like to be present for the closed session. Alderman Shelton asked Town Attorney Chip Short if there was anything legal prohibiting a closed session to discuss personnel issues. Attorney Short said there was nothing preventing it. He added that, without knowing who they were talking about, the Board needed to keep in mind that employees were under the Manager and certain decisions were not the Board's to make.

17. Mayor's Notes **Announcements and Date Reminders**

A.	Wednesday, February 10	5:00 p.m.	Centralina Board of Delegates (virtual)
B.	Thursday, February 11	6:00 p.m.	Community Appearance Commission
~~**C.**~~	~~Friday, February 12~~		~~BoA Planning Retreat~~
D.	Monday, February 15	5:00 p.m.	Parks, Events, and Recreation Committee
~~**E.**~~	~~Monday, February 15~~	~~5:30 p.m.~~	~~Zoning Board of Adjustment~~
F.	Tuesday, February 16	3:30 p.m.	Revitalization Team
G.	Thursday, February 18	7:30 a.m.	Rowan Chamber Power in Partnership Webinar
H.	Wednesday, February 24	5:30 p.m.	Cabarrus-Rowan County MPO TAC
I.	Monday, March 1	6:00 p.m.	Planning Board
J.	Monday, March 8	5:00 p.m.	Rowan Chamber Business After Hours

Adjourn

ACTION: Alderman Costantino made a motion to adjourn. Alderman Cress seconded the motion. The motion passed 4-0. The meeting ended at 8:28 p.m.

Respectfully Submitted,

Aubrey Smith
Town Clerk

SOUTHERN SOFTWARE, INC.
an employee-owned company

December 28, 2020

Merry Christmas and Happy New Year!!!!

Everyone here at Southern Software hopes you and your families had a wonderful Christmas and are hopeful 2021 is a much better year than 2020 proved to be.

We are committed to providing you with outstanding support services and solid software solutions. You are an important part of our Southern Software Family and we value the partnership we have with you!

Enclosed you will find the 2021-2022 Annual Support Agreement(s). Please read the enclosed agreement(s), and be sure to note the highlighted areas as well as the period of coverage and the fee amount. **THIS IS ONLY AN AGREEMENT, IT IS NOT A BILL, but intended to help you with your Budget Planning for the 2021–22 Fiscal Year.** ***We will invoice you one month prior to your annual renewal date.*** At this time, we ask that you *review, sign and return* the agreement to us stating that you have read and understand the coverage. Please return by fax at **910-695-0251** or mail to ***150 Perry Drive, Southern Pines, NC 28387.*** You may also scan and email it to bmcneil@southernsoftware.com.

Finally, we are preparing for the 2021 FMS Annual Users' Conference and hoping to have it in person March 16-18 at the Myrtle Beach Grande Dunes Spa & Resort in Myrtle Beach, SC, **however**, if COVID prevents us from holding the conference in person, we WILL hold it virtually, offering classes over the course of 3 consecutive weeks. We held our Public Safety Users' Conference this past October virtually, it was very well received and was heavily "attended." Additional information and details will be provided in January regarding conference plans. You may also keep updated by checking our website, www.SouthernSoftware.com.

As always, we sincerely appreciate your business and look forward to working with you in 2021! If you have *any* questions, please call us at **1-800-842-8190**. We welcome and appreciate all of your ideas and concerns.

Sincerely,

Jennifer J. Meggs

Jennifer J. Meggs
CEO
Southern Software, Inc.
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SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
CITI-PAK© & FMS
8:30 a.m., EST to 5:00 p.m., EST

Citi-Pak©/FMS. This Software Support Agreement covers support from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **Citi-Pak©/FMS**, from 8:30 a.m. to 5:00 p.m., EST, Monday through Friday. This Agreement does not constitute a warranty but provides for mission critical problem resolutions and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within five hours of notification of the problem. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.

- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.

- If the problem is unable to be detected or resolved with a Level 2 response, then a technician will be scheduled for an onsite visit. There is no cost to the customer for the onsite visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment.

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract DOES NOT cover assistance in the recovery of damage caused by viruses. *Southern Software will charge a fee for virus recovery assistance.*

Items *NOT* covered under this annual support agreement –

- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party products or data transfers.**
- **Virus damage/recovery repair work.**
- **Balancing of any Southern Software financial application data or reports. For example, Bank Reconciliation or Balancing the Master Balance Report to the Accounts Receivables.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity products, etc. or cost of updates to operating systems.**
- **On-site training.**
- **Tax data conversions.**
- **General Data Conversions.**
- **Interfaces with Third Party Products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions for Re-architecture of software**
- **Correction/Reversal of duplicate and/or incorrect transaction postings due to user error such as duplicate year end closeouts, duplicate/incorrect penalty postings, duplicate/incorrect bill processing, etc.**

Benefits

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support.**
- **24-hour fax availability.**
- **Free software updates & upgrades.**
- **Free consultations about computer needs.**
- **Remote System Support.**
- **Free training sessions at Southern Software's office.**
- **Free web training.**

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage that begins September 14, 2021 and ends September 13, 2022.

Annual Support $3,011.00

By signing this document, you are confirming that you have read and understand the terms and conditions of this annual support agreement.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

Larry Smith
Customer Representative Signature

2/9/2021
Date

GRANITE QUARRY (TOWN OF), NC
Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE ______________. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910) 695-0251 or email to JBENSON@SOUTHERNSOFTWARE.COM WHEN IT IS AVAILABLE.

☑ **NO PURCHASE ORDER NUMBER WILL BE REQUIRED.**

RESOLUTION 2021-01

RESOLUTION STATING THE INTENT OF THE TOWN OF GRANITE QUARRY TO ANNEX PROPERTY OWNED BY THE TOWN WHICH IS NOT CONTIGUOUS TO THE EXISTING MUNICIPAL BOUNDARIES

BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry that:

Section 1. It is the intent of the Board of Aldermen, pursuant to G.S. 160A-58.7, to annex the property described in Section 2, which is owned by the Town of Granite Quarry.

Section 2. The legal description of the property is as follows:

Area 1: *Commonly known as Lot Numbers 1, 2, and 3 and Mar Rock Drive as illustrated on attached copy of Book of Maps 9995, Page 6043 and specifically described as follows:*

Beginning at a chiseled hole in a boulder which is of N 60°14'53" W (Book of Maps 6043) a distance of 67.90 feet from an existing nail by a ½" existing iron pipe; thence with a bearing of S 15°45'44" W (Book of Maps 6043 for the remainder calls of this parcel) a distance of 155.52 feet to a ½" existing iron pipe; thence S 39°39'39" W 172.13 feet to a ½" existing iron pipe; thence S 39°39'39" W 31.50 feet to a computed point in Legion Club Road which is the point of beginning of Rowan PID: 352 061; thence N 69°27'23" W 98.03 feet to a computed point; thence N 75°08'44" W 75.99 feet to a point; thence N 84°49'13" W 105.54 feet to a computed point; thence S 85°36'17" W 71.41 feet to a computed point; thence S 79°01'18" W 41.43 feet to a computed point; thence S 73°58'36" W 54.34 feet to a computed point; thence leaving Legion Club Road N 07°15'52" W 30.63 feet to a ½" existing iron pipe; thence N 07°15'52" W 168.53 feet to a ½" existing iron pipe; thence S 71°07'57" W 195.55 feet to a ½" existing iron pipe; thence N 07°13'15" E 70.67 feet to a ½" existing iron pipe; thence N 07°13'15" E 100.50 feet to a ½" existing iron pipe; thence N 07°13'15" E 100.50 feet to a 1" existing iron pipe; thence N 51°08'15" E 106.47 feet to a ½" existing iron pipe; thence S 86°45'29" E 46.27 feet to a new iron pipe; thence S 86°45'29" E 344.26 feet to an existing nail by 1" existing iron pipe; thence S 60°14'53" E 357.00 feet to the point of beginning, containing 6.53 Acres +/-. Metes and bounds prepared from Rowan County Register of Deeds Book of Maps 9995, page 6043.

Area 2: *Commonly known as Tax Map 352, Parcel 061 (NC Grid North) as illustrated on the attached survey and specifically described as follows:*

Beginning at a point (not set for found) being the southeastern corner of D. B. 1340, page 200 in the center of Balfour Quarry Road having coordinates of N:677602.88, E:1571377.90 which is S 37°32'14" W a distance of 31.54 feet from a ½" pipe found; thence with a bearing of S 70°03'22" E a distance of 3.42 feet to a Spike Set in the center of Legion Club Road; thence with a bearing of S 04°39'20" W a distance of 45.00 feet to a 5/8" rod Set; thence with a bearing of S 04°41'07" W a distance of 177.95 feet to a 5/8" rod Set which is with a bearing of N 88°05'02" W a distance of 345.00 feet from a Town of Granite Quarry Annexation Marker with coordinates of N:677367.98, E:1571707.73; thence with a bearing of N 88°05'00" W a distance of 501.89 feet to a 5/8" rod Set; thence with a bearing of N 88°05'05" W a distance of 365.76 feet to a 3/4" pipe found.; thence with a bearing of N 05°09'27" E a distance of 44.58 feet to a Spike Set in the center of

Balfour Quarry Road; thence with a bearing of N 69°09'57" E a distance of 223.00 feet to a point (not set nor found); thence with a bearing of N 69°01'28" E a distance of 251.04 feet to a nail set in the center of said road; thence with a bearing of N 71°52'27" E a distance of 54.30 feet to a point (not set nor found) in the center of said road; thence with a bearing of N 76°56'17" E a distance of 41.42 feet to a point (not set nor found) in the center of said road; thence with a bearing of N 83°31'16" E a distance of 71.39 feet to a point (not set nor found) in the center of said road; thence with a bearing of S 86°53'15" E a distance of 105.51 feet to a nail set in the center of said road; thence with a bearing of S 20°05'52" W a distance of 37.55 feet to a 5/8" rod Set; thence with a bearing of S 18°50'10" W a distance of 20.00 feet to a 1/2" rod found.; thence with a bearing of S 18°37'33" W a distance of 100.27 feet to a 1/2" rod found.; thence with a bearing of S 71°17'55" E a distance of 99.72 feet to a 1/2" rod found.; thence with a bearing of N 24°52'00" E a distance of 94.88 feet to a 5/8" rod Set; thence with a bearing of N 09°39'11" E a distance of 62.91 feet to a nail set in Balfour Quarry Road; thence with a bearing of N 18°59'17" E a distance of 9.33 feet to a nail set in the center of Balfour Quarry Road; thence with a bearing of S 71°32'09" E a distance of 74.33 feet to the point of beginning.; containing 152711 square feet or 3.506 acres.

Section 3. The property described in Section 2 is not contiguous to the current municipal boundaries, but will meet the requirements of G.S. 160A-58.1(b).

Section 4. A public hearing on the question of annexation will be held at Granite Quarry Town Hall at 7:00 p.m. on April 12th, 2021.

Section 5. Notice of the public hearing shall be published once in the Salisbury Post, a newspaper having general circulation in the Town of Granite Quarry, at least ten (10) days prior to the date of the public hearing.

Adopted this 8th day of February, 2021

William D. Feather, Mayor

Attest:

Aubrey Smith, Town Clerk

[SEAL] TOWN OF GRANITE QUARRY OFFICAL SEAL GRANITE QUARRY NORTH CAROLINA

RESOLUTION 2021-02

A RESOLUTION OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition was received on February 8, 2021 by the Board of Aldermen of the Town of Granite Quarry, North Carolina ("Board of Aldermen"); and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Aldermen of the Town of Granite Quarry deems it advisable to proceed in response to this request for annexation:

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

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Aldermen the result of the investigation.

William D. Feather, Mayor

ATTEST:

Aubrey Smith, Town Clerk

[SEAL]